

Board Meeting Agenda

Russ Baggerly, Director
Mary Bergen, Director
Bill Hicks, Director

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
September 28, 2011
3:00 P.M. – DISTRICT OFFICE

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. Public comments.
2. General Manager comments.
3. Board of Director comments.
4. Consent Agenda
 - a. Minutes of the September 14, 2011 Board Meeting.
 - b. Resolution directing execution of a joint funding agreement between United States Geological Survey and Casitas Municipal Water District

RECOMMENDED ACTION: Adopt Consent Agenda
5. Bills
6. Committee/Manager Reports
 - a. Executive Committee Minutes
 - b. Finance Committee Minutes
 - c. Water Resources Committee Minutes
7. Signing of the Management Agreement for the Administration, Operation, Maintenance, and Development of Recreation Uses and Facilities at Lake Casitas between the United States and Casitas Municipal Water District.

RECOMMENDED ACTION: Signature by President of the Board

8. Report to the Board regarding the Dog Bite Incident.

RECOMMENDED ACTION: Receive and File

9. Information Items:

- a. News Articles.
- b. Investment Report.

10. Closed Session

- a. (Govt. Code Sec. 54956.9)
Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of
Section 54956.9 Number of potential cases: 1.

11. Adjournment

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a).

Minutes of the Casitas Municipal Water District
Board Meeting Held
September 14, 2011

A meeting of the Board of Directors was held September 14, 2011 at Casitas' Office, Oak View, California. Directors Kaiser, Baggerly, Word, Hicks, and Bergen were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were four staff members and two members of the public in attendance. President Kaiser led the group in the flag salute.

1. Public comments.

Gary Petrowski, a customer and witness of incident that occurred on Lake Casitas discussed his conversations with the reporter and Lake Administrator and the public affairs officer regarding what he witnessed regarding the boat that recently sunk. There does not seem to be anything being done to remove the boat. I have a boat docked at the lake and on the Sunday when the boat sank we were going around the lake on our sailboat. There were two high powered speed boats and from a distance they looked like they had put power in and were not going anywhere. I asked if there was any trouble and they said no, go away. I called the bait shop and said there is something strange going on in the lake regarding a boat towing something. I could see a couple of seat backs in the water and they were towing that. It didn't dawn on me that it may have been a boat until I read the article. I think I saw what happened. Then I talked to the park administrator and newspaper and no one seemed to care. This isn't right. The reporter did a poor job there are so many holes and someone should get it straight. They said they left the park and things were closed so they couldn't report it. When I saw it, it was 6:00 in the afternoon and there was plenty of time and people. Here today it would seem that you as a board should have some influence to find out what is going on. Has it been located? Is it necessary to find it? There is no body contact but they don't seem to care if a boat sinks. President Kaiser explained that there is an item on the agenda regarding the boat and further conversation will be held when that item is discussed.

2. General Manager comments.

Mr. Wickstrum introduced Cinnamon McIntosh as our Water Conservation Specialist. Ms. McIntosh addressed the board thanking them for their time and the opportunity to serve the district. Mr. Wickstrum added there is a lot of work already lining up and more calls for audits. We look forward to her employment begin successful and productive.

Mr. Wickstrum then shared the article in the Ventura County Star with a picture of Matilija Dam. The design oversight group is meeting. There is a key importance on water supply and water quality and we are part of the decision making process.

On Senior Canyon the bid proposals came in extremely high as there is a lot of risk associated with the replacement of that pipeline. We are about \$80,000 – \$100,000 over budget for the pipeline alone. We are seeking additional funds to be shifted to our project. Regarding the Recreation Agreement the Bureau of Reclamation still needs to obtain two signatures.

On the Safety of Dams a letter has been provided to Michael Jackson for review. There will be some inspections in the next week; one is for asbestos in their buildings. We had a good meeting yesterday at Casitas Dam.

Golden State Water Company presented a letter to City of Ojai last night. This is a topic we will be discussing at great length in future meetings. I do understand from an article that has been posted the City of Ojai attained the services of Jeffrey Oderman as special council as reported in the Star. I will be meeting with some city staff tomorrow to bring back to you and inform you so we can make an informed decision.

3. Board of Director comments.

Director Bergen reported that on August 30th she walked the recreation fence line with members of Ojai Wildlife League. The objective was to discuss the gaps, look at the terrain, vegetation and talk about it and see what we each thought about the ability of wildlife to get through the gaps. It was a beautiful day, late in the evening and there were a group of 23 deer across the road and a couple more along the way. A motorcyclist stopped and said he had seen a buck jump the gap a few days before. At two gaps the terrain is easy and there are clear deer tracks on both sides of the fence. Some of the other gaps are tougher with no evidence of deer. I came back from that visit acknowledging that we are not keeping deer from the lake.

4. Consent Agenda

ADOPTED

- a. Minutes of the August 24, 2011 Board Meeting.

On the motion of Director Word, seconded by Director Hicks and passed, the Consent Agenda was adopted.

5. Bills

APPROVED

Director Hicks questioned two meal tickets for the same day. Mr. Wickstrum explained that we had a large crew working overtime on a leak at Woodland. He then questioned the amounts paid on the Club carts. Park Services Manager Belser will provide further information at the Recreation Committee. Director Bergen asked about the payment to Swank motion pictures for movie rentals. Mr. Wickstrum explained that the Recreation Area rents movies and shows them on a screen. Director Baggerly asked about the check to Rock Long Automotive and asked if it was all for one vehicle. Mr. Wickstrum explained it covered three vehicles.

On the motion of Director Hicks, seconded by Director Bergen and passed, the bills were approved.

6. Committee/Manager Reports APPROVED

a. Recreation Committee Minutes

On the motion of Director Bergen, seconded by Director Hicks and passed the Committee/Manager reports were approved for filing.

7. Discussion regarding the status of the sunken vessel.
Direction provided to staff

Mr. Wickstrum reported that we did have a vessel sink, we have had thorough investigations with the owner and staff to alleviate the rumors and articles in the paper that have been developed around this and to work with the boat owner to determine if we can find the boat and get the boat out of the lake and this being the responsibility of the owner. We have also worked with Bait and tackle to communicate better to staff.

There are several different decision points. The exact location is from 80 feet to 150 feet of water. It does not appear that the boat owner has the financial ability to get it out. There is a small amount of oil and about 5 gal of fuel in the tank. It could cost up to \$15,000 to get the boat out and what opportunity would we have to recoup those fees. We have conducted water sampling and there are no hydrocarbons and no oil slick. Do we use public funding to remove the boat? Other boats have sunk over time. One popped up a couple of years ago and was brought to shore. This boat is about two miles from the intake.

The board discussed options for locating the boat including the use of divers or ROV's. The difficulty is the need for decompression. Director Word expressed his concern that by leaving the boat in the water we may be setting a precedent.

The boats owner, Lukas explained that there is probably less than 5 gal of gas, probably no gas, five qts oil and one battery. I owned that boat for 8 years. Put \$10,000 into that boat. I have talked with lots of diving outfits, lake water is denser then ocean water, the pressure is great. Lots of dangerous risks. If I could afford to get it out I would. I am devastated that it is gone. I can't afford it. I have done everything I can, paid \$1,200 to try to find it. I don't know what else to do.

Mr. Petrowski suggested contacting the Navy to see if they would want to provide assistance or use this as a training exercise.

Tracy Harrison spoke stating we have thought about the Navy. Recreational diving stops at 120 feet. We spent weeks searching and posting a requests. We have gone through scenarios. Many donated time to us and they

told us the risks of going down there, because of the density and not being able to see it is too high.

On the motion of Director Bergen, seconded by Director Hicks and passed with Director Word opposing, the decision was made that unless the Navy could take on the project, then we will leave the boat.

8. Recommend approval of a pilot program to allow bow fishing for carp on Lake Casitas. APPROVED

On the motion of Director Word, seconded by Director Hicks and passed the above recommendation was approved.

9. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Recreation Area Report for July, 2011.
- c. Letter of appreciation from AWA.
- d. News Articles.
- e. Investment Report.

President Kaiser moved the meeting to closed session at 4:07 p.m.

10. Closed Session

- a. (Govt. Code Sec. 54957.6)
Conference with Labor Negotiators:
Agency Designated Representatives: Rebekah Vieira, Draza Mrvichin
Employee Organization: Supervisory & Professional, General Unit and Recreation Unit.

The meeting was moved out of closed session at 5:04 p.m. with Mr. Mathews reporting that the board met with labor negotiators and designated representatives provided an status update no action was taken.

11. Adjournment

President Kaiser adjourned the meeting at 5:05 p.m.

Secretary

**CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memorandum**

DATE: September 19, 2011

TO: Steven E. Wickstrum,
General Manager

FROM: Neil Cole,
Principal Civil Engineer

SUBJECT: **USGS-CMWD Cooperative Stream Gaging Program for November 1, 2010 to October 31, 2011 - Ventura River near Ventura Gaging Station**

RECOMMENDATION:

It is recommended that the Board of Directors approve continuing the cooperative stream gaging program with the U.S. Geological Survey (USGS) for the Ventura River near Ventura station and authorize and direct the General Manager to sign and send the Joint Funding Agreement.

BACKGROUND:

Since 1961 Casitas and the USGS have maintained agreements for the USGS operation of various stream and reservoir gaging stations within the District. In 1988, Casitas assumed the operation of all subject stations, with the exception of the Ventura River near Ventura gaging station that is located near the Foster Park Bridge. The USGS has reliably provided Casitas, City of Ventura and Ventura County with information gathered from this key gaging station.

Attached is a letter from the U.S. Geological Survey dated September 13, 2011 that outlines the proposed source of funding for the gaging station program. The 2011-12 USGS cost sharing for the Station remains at 40% USGS – 60% Casitas and partners. The City of San Buenaventura (Ventura) and Ventura County Watershed Protection District (VCWPD) will continue to be partners with Casitas and divide the 60% equally.

The charges from USGS to Casitas for station operation shall be \$13,550, a \$100 increase from 2010-11. Ventura and VCWPD have confirmed that they will reimburse Casitas for one third of the station costs that are charged to Casitas by the USGS, bringing the actual station costs to about \$4516.67 each for Casitas, Ventura and VCWPD.

USGS has provided three copies of a Joint Funding Agreement for Casitas to sign and return.

Attachment – USGS letter and Joint Funding Agreement

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION DIRECTING EXECUTION OF A
JOINT FUNDING AGREEMENT BETWEEN
UNITED STATES GEOLOGICAL SURVEY AND
CASITAS MUNICIPAL WATER DISTRICT

WHEREAS, Casitas Municipal Water District and the U.S. Geological Survey, U.S. Department of the Interior, have previously entered into a cooperative agreement involving matching funds covering the operation and maintenance of a certain stream gaging stations in the Ventura River watershed; and

WHEREAS, it is desirable that arrangements for the U.S. Geological Survey to perform the operation and maintenance of the Ventura River near Ventura stream gaging station during the November 1, 2011 to October 31, 2012 period; and

WHEREAS, the U.S. Geological Survey has indicated that subject to the availability of Federal matching funds, the U.S. Geological Survey will provide \$9,050 in funds; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the General Manager is hereby authorized and directed on behalf of Casitas to sign the Joint Funding Agreement in the form provided by the U.S. Geological Survey, and request continuation of said cooperative arrangements during the period November 1, 2011 through October 31, 2012 at a fixed total cost of \$13,550 to Casitas. Further, direct staff to seek reimbursement of two-thirds of the \$13,550 upon receipt of the billing from the U.S. Geological Survey.

ADOPTED this 28th day of September, 2011.

President,
Casitas Municipal Water District

ATTEST:

Secretary,
Casitas Municipal Water District

Neil



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
Phone: (916) 278-3000 Fax: (916) 278-3070
<http://water.wr.usgs.gov>

September 13, 2011

Mr. Steve Wickstrum, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, California 93022
Attention: Mr. Neil Cole, P.E.

Dear Mr. Wickstrum:

This letter confirms discussions between our respective staffs, concerning the continuation of our cooperative water resources program between the Casitas Municipal Water District (CMWD) and the U.S. Geological Survey (USGS) for the period November 1, 2011 to October 31, 2012.

The proposed program and associated costs are as follows:

<u>Station number and name</u>	<u>CMWD</u>	<u>USGS</u>	<u>Total</u>
	<u>Funds</u>	<u>Funds</u>	<u>Funds</u>
11118500 Ventura River near Ventura	<u>\$ 13,550</u>	<u>\$ 9,050</u>	<u>\$ 22,600</u>
TOTAL	\$ 13,550	\$ 9,050	\$ 22,600

Total cost of the proposed program is \$ 22,600. Cost to CMWD is \$ 13,550, and subject to the availability of Federal matching funds, the USGS will provide \$ 9,050.

Enclosed are three originals of Joint Funding Agreement (JFA) 12WSCA05100, for your approval. Work performed with funds from this agreement will be conducted on a fixed-price basis. If you are in agreement with this proposed program, please return two signed JFAs to our office. The third JFA is for your records, pending USGS approval. Upon approval, a fully executed JFA will be forwarded for your records.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that the JFA's be returned prior to November 1, 2011. If a JFA is not received by November 1, we will be required to suspend operations until an agreement is received.

Mr. Steven E. Wickstrum, General Manager- Casitas Municipal Water District

If you have any questions concerning this program, please contact Al Caldwell, in our Santa Maria Field Office, at (619) 225-6103. If you have any administrative questions, please contact Tammy Seubert, in our Sacramento Office, at (916) 278-3040.

Sincerely,

Acting
Saron G. Greig

Eric G. Reichard
Director, USGS California Water Science Center

Enclosure

cc: Al Caldwell, USGS CAWSC

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000000825
Agreement #: 12WSCA05100
Project #:
TIN #: 95-6004993
Fixed Cost Agreement Yes No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of November, 2011, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CASITAS MUNICIPAL WATER DISTRICT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the Casitas Municipal Water District, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$9,050.00 by the party of the first part during the period
November 1, 2011 to October 31, 2012

(b) \$13,550.00 by the party of the second part during the period
November 1, 2011 to October 31, 2012

USGS DUNS IS 1761-38857

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000000825
Agreement #: 12WSCA05100
Project #:
TIN #: 95-6004993

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CASITAS MUNICIPAL WATER DISTRICT

USGS Point of Contact

Customer Point of Contact

Name: Tammy Seubert
Address: 6000 J Street, Placer Hall
Sacramento, CA 95819-6129
Telephone: (916) 278-3040
Email: tseubert@usgs.gov

Name: Steve Wickstrum, General Manager
Address: 1055 Ventura Avenue
Oak View, CA 93022
Telephone: 805-649-2251
Email:

Signatures

Signatures

By _____ Date _____
Name: Eric G. Reichard
Title: Director, USGS California Water
Science Center

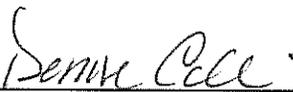
By _____ Date _____
Name:
Title:

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 9/15/11-9/23/11
Presented to the Board of Directors For Approval September 28, 2011

Check	Payee			Description	Amount
000282	Payables Fund Account	#	9759651478	Accounts Payable Batch 091511	\$146,272.87
000283	Payables Fund Account	#	9759651478	Accounts Payable Batch 092311	\$166,862.89
					\$313,135.76
000284	Payroll Fund Account	#	9469730919	Estimated Payroll 10/6/11	\$120,000.00
					\$120,000.00
				Total	\$433,135.76

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 000282-000284 have been duly audited is hereby certified as correct.

 9/23/11

 Denise Collin, Accounting Manager

 Signature

 Signature

 Signature

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

000282	A/P Checks:	009935-009952
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	A/P Draft to US Federal	
	Contractor Registration	009783
	Void:	

000283	A/P Checks:	009953-010041
	A/P Draft to P.E.R.S.	092313
	A/P Draft to State of CA	092312
	A/P Draft to I.R.S.	092311
	Void:	010003

The above numbered checks, have been duly audited are hereby certified as correct.

Denise Collin 9/23/11
Denise Collin, Accounting Manager

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 09/17/11
Pay Date of 09/22/11
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 9/19/11
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

9/23/2011 8:58 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 9/09/2011 THRU 9/23/2011

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/23/2011			010003		

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: *	TOTALS:	1	0.00	0.00	0.00
BANK: *	TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00014	AQUA-FLO SUPPLY							
I-227395	PVC Parts for Waterpark	R	9/15/2011	35.04		009935		35.04
00821	BEST BEST & KRIEGER LLP							
I-659934	Matter#82356.00001 8/11	R	9/15/2011	380.00		009936		
I-659935	Matter#82356.00002 8/11	R	9/15/2011	1,809.83		009936		2,189.83
00055	CASITAS BOAT RENTALS							
I-083111	Cafe Pass Revenue 8/11	R	9/15/2011	1,921.48		009937		1,921.48
00059	COASTAL PIPCO							
I-S1696847001	Sprinkler Parts for LCRA Maint	R	9/15/2011	70.78		009938		70.78
01483	CORVEL CORPORATION							
I-3003198	Admin Fees 8/11-10/11	R	9/15/2011	750.00		009939		750.00
00126	CAROLE ILES							
I-Aug 11	Reimburse Mileage 8/11	R	9/15/2011	67.29		009940		67.29
00131	JCI JONES CHEMICALS, INC							
I-522096	Chlorine for TP, CM#522128	R	9/15/2011	1,587.60		009941		1,587.60
01272	LISA KOLAR							
I-091411	TD 9/4-9/6 Claim#11-95561	R	9/15/2011	1,325.16		009942		1,325.16
01270	SCOTT LEWIS							
I-Aug 11	Reimburse Expenses 8/11	R	9/15/2011	1,471.95		009943		1,471.95
02129	Tracy Medeiros							
I-090811	D2, D3 Review Class	R	9/15/2011	257.25		009944		257.25
02194	Draza Mrvichin							
I-090711	8/11 Prof Srvcs for Mgmt	R	9/15/2011	6,825.00		009945		6,825.00
01334	POWER MACHINERY CENTER							
I-SCT08347	Svc Chg Club Car Lease July	R	9/15/2011	32.99		009946		32.99
00048	STATE OF CALIFORNIA							
I-090811	State Water Plan Payment	R	9/15/2011	126,070.00		009947		126,070.00
00050	STATE OF CALIFORNIA - EDD							
I-L0954761344	UI Benefit Charge, 4/1-6/30/11	R	9/15/2011	2,620.00		009948		2,620.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01407 I-1322518	TILECO DISTRIBUTORS, INC Versabond for LCRA Maint	R	9/15/2011	60.19		009949		60.19
01203 I-Sep 11	DENISE COLLIN Reimburse Expenses 9/11	R	9/15/2011	60.34		009950		60.34
01985 I-091611	AFLAC/FLEX ONE Reimbursed Medical 2011	R	9/16/2011	24.81		009951		24.81
00937 I-091511	Geoff Mosdale TD 9/4-9/12 Claim#11-95564	R	9/16/2011	304.16		009952		304.16
00006 I-000644	ADAMSON'S AUTOMOTIVE REPAIR Tow #36 to Rock's, Pipeline	R	9/23/2011	150.00		009953		150.00
00420 I-CASITAS20111	AE Group Mechanical Engineers, HVAC & Lighting Evaluation,DO	R	9/23/2011	3,780.00		009954		3,780.00
01707 I-131210859	AIRGAS SPECIALTY PRODUCTS Ammonium Hydroxide, TP	R	9/23/2011	3,048.60		009955		3,048.60
00010 I-103420519 I-103863805	AIRGAS WEST Tips for Welding Shop Cylinder Rental, Pipelines	R R	9/23/2011 9/23/2011	6.70 43.63		009956 009956		50.33
09569 I-213476100	ALLCABLE Cable Organizer for Safety	R	9/23/2011	13.79		009957		13.79
00836 I-POS4001-000003221 I-POS4001-000003251	AMERICAN RED CROSS Emrgency Response Certificates Lifeguard Certs 7/9 Class	R R	9/23/2011 9/23/2011	209.00 385.00		009958 009958		594.00
01666 I-000002624586	AT & T T-1 Lines for Internet	R	9/23/2011	357.32		009959		357.32
00018 I-829434088X09142011	AT & T MOBILITY PT Wildlife Biologist Cell	R	9/23/2011	7.12		009960		7.12
00021 I-092111	AWA OF VENTURA COUNTY CCWUC Luncheon 9/28/11	R	9/23/2011	325.00		009961		325.00
00030 I-1234854000101	B&R TOOL AND SUPPLY CO Wire Gage for Truck #30	R	9/23/2011	22.84		009962		22.84

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 9/09/2011 THRU 9/23/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01153	RUSS BAGGERLY							
I-Aug 11	Reimburse Mileage 8/11	R	9/23/2011	28.86		009963		28.86
09182	CalPERS Educational Forum							
I-091511	CalPERS Forum 2011	R	9/23/2011	300.00		009964		300.00
01068	CAPIO							
I-092011	Workshop on 10/19/11	R	9/23/2011	70.00		009965		70.00
00057	CLEAN SOURCE							
I-261956301	Janitorial Supplies, LCRA	R	9/23/2011	234.92		009966		234.92
01843	COASTAL COPY							
I-365176	Copier Usage LCRA	R	9/23/2011	87.23		009967		
I-365177	Copier Usage, District Office	R	9/23/2011	109.30		009967		196.53
00059	COASTAL PIPCO							
I-S1696833001	Parker Tubing for TP	R	9/23/2011	73.28		009968		73.28
00061	COMPUWAVE							
I-SB02068135	Ink Cartridges	R	9/23/2011	232.74		009969		
I-SB02068242	Ink Cartridges	R	9/23/2011	115.24		009969		
I-SB02068298	Computer for Lab Tech	R	9/23/2011	964.18		009969		
I-SB02068351	Smartnet 1 Yr Svc Agreement	R	9/23/2011	275.00		009969		1,587.16
00062	CONSOLIDATED ELECTRICAL							
I-9009645689	Fuses for Pilot Plant, TP	R	9/23/2011	44.08		009970		
I-9009646117	Parts, 4MPP Frost Protection	R	9/23/2011	219.08		009970		263.16
00719	CORELOGIC INFORMATION SOLUTION							
I-80281449	Realquest Subscription	R	9/23/2011	125.00		009971		125.00
02214	CS-amsco							
I-5644	Gasket, Seal for APCO Check	R	9/23/2011	43.01		009972		43.01
01764	CSG Systems, Inc.							
I-74907	Water Conservation Bill Insert	R	9/23/2011	636.83		009973		636.83
01856	DATA FLOW							
C-61712A	Accrue Use Tax	R	9/23/2011	7.86CR		009974		
C-61765A	Accrue Use Tax	R	9/23/2011	11.56CR		009974		
C-61824A	Accrue Use Tax	R	9/23/2011	15.37CR		009974		
D-61712A	Accrue Use Tax	R	9/23/2011	7.86		009974		
D-61765A	Accrue Use Tax	R	9/23/2011	11.56		009974		
D-61824A	Accrue Use Tax	R	9/23/2011	15.37		009974		
I-61712	Trailer Storage Statements	R	9/23/2011	122.44		009974		
I-61765	Payroll Fund Checks	R	9/23/2011	173.44		009974		
I-61824	1099s and W-2s 2011	R	9/23/2011	226.37		009974		522.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02221	Day Wireless Systems(20)							
I-35268	Replace 2 Way Radio Eq, LCRA	R	9/23/2011	2,361.40		009975		2,361.40
00081	DELTA LIQUID ENERGY							
I-23206383	Fill Shower Propane Tank	R	9/23/2011	1,076.93		009976		1,076.93
00182	DEWITT PETROLEUM							
I-0011254IN	Gas and Diesel for LCRA	R	9/23/2011	5,463.07		009977		5,463.07
00086	E.J. Harrison & Sons Inc							
I-2372	Acct#1C-00054230 Trash Pickup	R	9/23/2011	3,979.00		009978		
I-937	Acct#500546088, Trash Pickup	R	9/23/2011	1,120.00		009978		5,099.00
02254	Ergomart.com							
C-208139A	Accrue Use Tax	R	9/23/2011	29.47CR		009979		
D-208139A	Accrue Use Tax	R	9/23/2011	29.47		009979		
I-208139	LCD Arm & Keyboard Tray, Admin	R	9/23/2011	430.31		009979		430.31
00099	FGL ENVIRONMENTAL							
I-108388A	Water Testing, Sunken Vessel	R	9/23/2011	464.35		009980		
I-108525A	EPA 551.1, EPA 552.2	R	9/23/2011	713.00		009980		
I-108526A	Wet Chemistry-NO3	R	9/23/2011	43.00		009980		
I-108527A	Metals, Total-Mn	R	9/23/2011	70.00		009980		
I-108827A	Wet Chemistry-NO3	R	9/23/2011	43.00		009980		1,333.35
00096	FIREMASTER - LOS ANGELES REG.							
I-110125378	Annual Fire Ext Svc, Dist Ofc	R	9/23/2011	673.00		009981		673.00
00101	FISHER SCIENTIFIC							
I-4011832	Lab Supplies for Water Quality	R	9/23/2011	108.54		009982		108.54
00106	FRONTIER PAINT							
I-F152833	Paint Supplies, OVPP Unit#2	R	9/23/2011	22.61		009983		22.61
01280	FRY'S ELECTRONICS, INC.							
I-4089379	Tap for Outlet, District Office	R	9/23/2011	4.30		009984		
I-4103154	Battery Backup, Water Consvr	R	9/23/2011	199.85		009984		204.15
01162	GENERAL CHEMICAL PERFORMANCE							
I-90436548	Ferric Sulfate for TP	R	9/23/2011	11,355.38		009985		11,355.38
02158	Google, Inc.							
I-3253351	Usage for IT Dept	R	9/23/2011	1.08		009986		1.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00115	GRAINGER, INC							
I-9626054838	Mobile Fan for Pumps Plants	R	9/23/2011	310.40		009987		
I-9637218836	Lamp for S/A Alarm, Maint	R	9/23/2011	12.35		009987		322.75
00746	GREEN THUMB INTERNATIONAL							
I-446438	Plants for Fair Booth	R	9/23/2011	111.31		009988		111.31
00121	HACH COMPANY							
I-7410295	Chloramine Monitoring Reagents	R	9/23/2011	572.77		009989		572.77
01052	HARBOR FREIGHT TOOLS USA, INC							
I-0200508523	Gloves for Dist Maint Crew	R	9/23/2011	26.76		009990		26.76
02278	Hitching Post							
I-090211	Irrigation Controller Rebate	R	9/23/2011	350.00		009991		
I-090211A	Irrigation Controller Rebate	R	9/23/2011	350.00		009991		700.00
00126	CAROLE ILES							
I-Sep 11	Reimburse Mileage 9/11	R	9/23/2011	25.25		009992		25.25
00872	Irrisoft, Inc.							
I-3832	ET Weather Station Services	R	9/23/2011	79.00		009993		79.00
00131	JCI JONES CHEMICALS, INC							
I-523054	Chlorine for TP, CM#523098	R	9/23/2011	1,587.60		009994		1,587.60
02203	KEYT TV							
I-108096	TV Commercials for WP	R	9/23/2011	320.00		009995		320.00
01272	LISA KOLAR							
I-092111	PD 9/18/11-9/20/11	R	9/23/2011	283.96		009996		283.96
00360	LESLIE'S POOL SUPPLIES, INC							
I-142280789	Chemicals for Waterpark	R	9/23/2011	179.78		009997		179.78
00328	LIGHTNING RIDGE							
I-7546	T-Shirts for E & M	R	9/23/2011	215.31		009998		215.31
02279	Richard Matthews							
I-090711	Irrigation Controller Rebate	R	9/23/2011	338.88		009999		338.88
02218	Meat Shop							
I-1340	JR Lifeguard T-Shirts	R	9/23/2011	120.00		010000		120.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02129	Tracy Medeiros							
I-092111	Water Distribution System	R	9/23/2011	113.04		010001		113.04
	Operation and Maintenance Class							
00151	MEINERS OAKS ACE HARDWARE							
I-449748	Rope, PVC for Fisheries	R	9/23/2011	7.71		010002		
I-453729	Hardware for H R/R	R	9/23/2011	79.43		010002		
I-454467	Replacement Bits for Maint	R	9/23/2011	8.74		010002		
I-454507	Towels, Cleaner for E & M	R	9/23/2011	6.09		010002		
I-454605	Filter, Drill Bit for TP	R	9/23/2011	6.49		010002		
I-454781	Parts for F-7 TV Cable Repair	R	9/23/2011	4.30		010002		
I-454812	Bathroom Plumbing Fixtures	R	9/23/2011	90.98		010002		
I-454871	Metal Covers, Screws, 4MPP	R	9/23/2011	54.80		010002		
I-455157	Door Stop for Robles	R	9/23/2011	1.65		010002		
I-455246	Canned Air for TP Computers	R	9/23/2011	13.64		010002		
I-455382	Wood, Bondo for Ave 1 PP	R	9/23/2011	29.43		010002		
I-455435	Bug Spray, Hose Nozzles, Maint	R	9/23/2011	39.53		010002		
I-455654	Bolts & Screws, LCRA Maint	R	9/23/2011	4.40		010002		
I-455728	Pipe Wrap, 4M Pump Plant	R	9/23/2011	22.81		010002		
I-456652	Measuring Tape, Sharpies, PL	R	9/23/2011	27.20		010002		397.20
01673	MICRO SPECIALIST							
I-09011110	Microscope Maintenance, Lab	R	9/23/2011	158.00		010004		158.00
01876	NALCO COMPANY							
I-96131699	Polymer Buckets for TP	R	9/23/2011	622.91		010005		622.91
00486	NORTHERN TOOL & EQUIPMENT							
C-24557347A	Accrue Use Tax	R	9/23/2011	26.63CR		010006		
D-24557347A	Accrue Use Tax	R	9/23/2011	26.63		010006		
I-24557347	FR Safety Jeans for E & M	R	9/23/2011	367.35		010006		367.35
00165	OJAI LUMBER CO, INC							
I-2419573	Concrete and Accelerator, 4MPP	R	9/23/2011	10.84		010007		
I-2419585	Wedge Anchors, 4M PP	R	9/23/2011	10.94		010007		21.78
00167	OJAI VALLEY FAMILY MEDICAL GRP							
I-090111	DMV Physical, Emp#8	R	9/23/2011	140.00		010008		140.00
	Acct# 1-8029.0-9							
00169	OJAI VALLEY SANITARY DISTRICT							
I-13682	Cust#20594	R	9/23/2011	150.63		010009		
I-13764	Cust#52921	R	9/23/2011	50.21		010009		
I-13770	Cust#99991, Sewer 7/1-8/31	R	9/23/2011	9,145.01		010009		9,345.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01381	ONTRAC							
I-7215450	Refrigerated Sample to Biovir	R	9/23/2011	3.62		010010		3.62
02021	Pacific Mechanical Supply							
I-5151433	Bearing Isolators, Pump Repair	R	9/23/2011	1,044.90		010011		1,044.90
10072	PERMACOLOR, INC							
I-274262	Shap Covers for Guards	R	9/23/2011	60.00		010012		60.00
	Upper Ojai Pump Plant Unit#2							
00188	PETTY CASH							
I-092111	Replenish Petty Cash	R	9/23/2011	336.65		010013		336.65
02149	PolyJohn Enterprises Corporati							
I-135593	Portable Toilets for LCRA	R	9/23/2011	7,902.19		010014		7,902.19
00627	PORT SUPPLY							
I-8591	Equipment for Pac Angler	R	9/23/2011	303.54		010015		
I-8825	Ring Buoy for Pac Angler	R	9/23/2011	51.91		010015		355.45
01334	POWER MACHINERY CENTER							
I-W34118	PM Service Club Car A	R	9/23/2011	57.11		010016		
I-W34119	PM Service, Club Car B	R	9/23/2011	57.11		010016		114.22
00184	POWERSTRIDE BATTERY CO, INC							
I-V576216	Battery for #34, Maint Truck	R	9/23/2011	88.29		010017		88.29
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-5159	Gas Tank Inspection, Maint	R	9/23/2011	218.07		010018		
I-5160	Gas Tank Inspection, Main Yard	R	9/23/2011	210.00		010018		428.07
02280	Jens Riege							
I-083011	Irrigation Controller Rebate	R	9/23/2011	350.00		010019		350.00
00313	ROCK LONG'S AUTOMOTIVE							
C-455157	Wrong Vendor	R	9/23/2011	1.65CR		010020		
C-456652	Wrong Vendor	R	9/23/2011	27.20CR		010020		
I-2957	Replace Shocks, #26, LCRA	R	9/23/2011	742.40		010020		
I-3011	Lube & Oil, Shock Absorbers #26	R	9/23/2011	549.39		010020		
I-3086	Water Pump, Thermostat, #27 LCRA	R	9/23/2011	942.82		010020		
I-3196	Oil and Lube #18 TP Truck	R	9/23/2011	642.58		010020		
	Also, Rear Brakes and Replace Wheel Seal							
I-3282	Lube & Oil Change, #34, Maint	R	9/23/2011	317.77		010020		
	Fuel Filter and Alternator Drive Belt							
I-455157	Door Stop for Robles	R	9/23/2011	1.65		010020		
I-456652	Measuring Tape, Sharpies, PL	R	9/23/2011	27.20		010020		3,194.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01109	SALVADOR LOERA TRANSPORTATION							
I-12521	Base for Woodland Leak	R	9/23/2011	468.47		010021		
I-12537	Base for Woodland Leak	R	9/23/2011	1,012.00		010021		
I-12541	Crushed Rock for Rincon PP	R	9/23/2011	750.00		010021		
I-12730	Fill Sand for Casitas Dam	R	9/23/2011	357.58		010021		
I-12732	Base for Woodland Leak	R	9/23/2011	506.05		010021		3,094.10
02003	Sostre & Associates							
I-1692	CMS Fee and Web Hosting	R	9/23/2011	249.00		010022		249.00
00215	SOUTHERN CALIFORNIA EDISON							
I-092011	Acct#2237011044	R	9/23/2011	23.96		010023		
I-092111	Acct#2157697889	R	9/23/2011	7,025.06		010023		
I-092111A	Acct#2266156405	R	9/23/2011	214.84		010023		
I-092111B	Acct#2312811532	R	9/23/2011	65.08		010023		7,328.94
02202	Stanley Pest Control							
I-358225	August Yellow Jacket Treatment	R	9/23/2011	130.00		010024		130.00
02057	Swank Motion Pictures, Inc.							
I-RG1609350	Movie Rental, North Shore	R	9/23/2011	171.00		010025		171.00
01173	TOICO INDUSTRIES, INC.							
C-0103732INA	Accrue Use Tax	R	9/23/2011	1.81CR		010026		
C-103001A	Accrue Use Tax	R	9/23/2011	11.75CR		010026		
D-0103732INA	Accrue Use Tax	R	9/23/2011	1.81		010026		
D-103001A	Accrue Use Tax	R	9/23/2011	11.75		010026		
I-0103732IN	2" Ball Valve for LCRA Maint	R	9/23/2011	34.91		010026		
I-103001	Chemical Toilet Scent	R	9/23/2011	206.94		010026		241.85
01512	TRENCH SHORING COMPANY							
I-570009	Trench Boxes for Shoring	R	9/23/2011	512.50		010027		512.50
01662	TYLER TECHNOLOGIES, INC.							
I-29979	UB Payment Online Fees	R	9/23/2011	153.00		010028		153.00
00243	VALLEY EQUIPMENT							
I-10506	Oil for Fuel Mix, LCRA Maint	R	9/23/2011	95.24		010029		95.24
00247	County of Ventura							
I-090111	Encroachment Permits	R	9/23/2011	420.00		010030		420.00
02281	County of Ventura							
I-091611	Dist Precinct Population Map	R	9/23/2011	153.96		010031		153.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01283	Verizon Wireless							
I-1009369984	Monthly Cell Phone Chrgs, DO	R	9/23/2011	1,311.58		010032		1,311.58
00536	Water Resource Engr Associates							
I-201423	Senior Canyon Bidding Prep	R	9/23/2011	1,237.01		010033		1,237.01
00263	JIM WEBER							
I-091511	Safety Boot Purchase	R	9/23/2011	115.00		010034		115.00
00270	WELLS FARGO BANK							
C-090911A	Accrue Use Tax	R	9/23/2011	21.76CR		010035		
I-090911	Monthly Credit Card Charges	R	9/23/2011	1,344.22		010035		1,322.46
00271	WEST COAST AIR CONDITIONING							
I-S34296	Replace Circuit Board, DO	R	9/23/2011	351.52		010036		351.52
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201109190462	457 CATCH UP	R	9/23/2011	423.08		010037		
I-DCI201109190462	DEFERRED COMP FLAT	R	9/23/2011	2,203.86		010037		
I-DI%201109190462	DEFERRED COMP PERCENT	R	9/23/2011	85.53		010037		2,712.47
01960	Moringa Community							
I-MOR201109190462	PAYROLL CONTRIBUTIONS	R	9/23/2011	16.75		010038		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201109190462	457 CATCH UP	R	9/23/2011	211.54		010039		
I-DCN201109190462	DEFERRED COMP FLAT	R	9/23/2011	3,981.78		010039		4,193.32
00180	S.E.I.U. - LOCAL 721							
I-UND201109190462	UNION DUES	R	9/23/2011	611.00		010040		611.00
00230	UNITED WAY							
I-UWY201109190462	PAYROLL CONTRIBUTIONS	R	9/23/2011	45.00		010041		45.00
00128	INTERNAL REVENUE SERVICE							
I-T1 201109190462	Federal Withholding	D	9/23/2011	21,065.66		092311		
I-T3 201109190462	FICA Withholding	D	9/23/2011	17,255.19		092311		
I-T4 201109190462	Medicare Withholding	D	9/23/2011	5,185.36		092311		43,506.21
00049	STATE OF CALIFORNIA							
I-T2 201109190462	State Withholding	D	9/23/2011	7,095.30		092312		7,095.30
00187	CALPERS							
I-PER201109190462	PERS EMPLOYEE PORTION	D	9/23/2011	9,645.89		092313		
I-PRR201109190462	PERS EMPLOYER PORTION	D	9/23/2011	11,663.12		092313		21,309.01

9/23/2011 8:58 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 9/09/2011 THRU 9/23/2011

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		CHECK AMOUNT		DISCOUNTS		TOTAL APPLIED
	REGULAR CHECKS:	106		240,626.24		0.00		240,626.24
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	3		71,910.52		0.00		71,910.52
	EFT:	0		0.00		0.00		0.00
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00				0.00
				0.00		0.00		0.00
TOTAL ERRORS: 0								
VENDOR SET: 01	BANK: AP	TOTALS:	109	312,536.76		0.00		312,536.76
BANK: AP	TOTALS:		109	312,536.76		0.00		312,536.76
REPORT TOTALS:			110	312,536.76		0.00		312,536.76

Bank Draft #009783
 to US Federal Contractor
 Registration to obtain
 Dun & Brad Street number

599.00

 \$ 313,135.76

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: September 20, 2011
TO: Board of Directors
FROM: General Manager, Steve Wickstrum

Re: Executive Committee Meeting of September 15, 2011

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

MEETING:

1. Roll Call. Director Kaiser, Director Baggerly, Rebekah Vieira
2. Public Comments. None.
3. Board/Manager comments.
The General Manager pointed out that on several instances during the Board meeting of September 14, directors asked questions about certain bills that related to worker's compensation payments. To avoid treading on privacy rights that are provided by HIPAA, it is the request of the General Manager that questions be asked and addressed prior to the board meeting and if more clarification is needed, the General Manager can prepare an appropriate answer. It was suggested that counsel provide the entire board a presentation on HIPAA guidelines.
4. Discussion and review of district policy regarding animals.
The Committee reviewed the safety incident report that was prepared by Safety Officer Mark Passamani regarding a recent dog bite incident at the Lake Casitas Recreation Area. After detailed questioning about this occurrence by the committee, the General Manager stated that the direction of the District is to improve training of employees, adjust the animal policy to conform to current safety policy standards, and consider various devices that can deter a dog attack. The General Manager also addressed the questions concerning communication devices and accessibility of first aid kits. Director Kaiser suggested better labeling on the existing first aid kits.

The General Manager also shared with the Committee that the LCRA began informing park visitors providing a bi-lingual flyer that states the animal restrictions and leash requirements. The LCRA staff is scheduled for animal training in October 2011.

Director Baggerly reiterated the need for zero tolerance regarding the leash rules and asked that staff re-check a violators and cite or remove violators if compliance is not obtained in a timely manner. The General Manager stated that is the current procedure.

5. Discussion regarding the schedule of Board meeting in November and December 2011.

The Committee discussed the holiday schedule for Board meetings and suggested alternatives. Further discussion will be with the full Board of Directors.

6. Attendance at the Association of California Water Agencies Fall Conference.

It is noted that the ACWA Fall Conference is in Anaheim, California, and that it is attendance by Casitas is still to be determined. The concern expressed by Rebekah Vieira is that the last time it was in Anaheim there were several complaints about hotels and distances to the conference center. Interest in attendance will be asked of each director. Rebekah Vieira suggested a response as soon as possible.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: September 23, 2011
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of September 23, 2011

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Bergen and Director Word
Staff – Steve Wickstrum and Denise Collin
2. **Public comments.** None.
3. **Board/Management comments.**
The General Manager provided information on the following matters;
 - a) Energy Management incentive by EnerNOC, savings potential when cooperating with electrical curtailment during high energy demands on the local electrical grid.
 - b) Recent receipt of the Recreation Management Agreement – forward to Board for signature – the ad hoc committee was copied.
 - c) Offering for a San Joaquin River Restoration Tour through ACWA – interest by Jim Word.

Director Word expressed that our district is no longer eligible for financial assistance through the Ventura County Regional Energy Alliance and suggested we reconsider our efforts in attending meetings.

Director Bergen stated that the Prop 218 seminar she attended in Sacramento was excellent. Director Bergen will develop a report from her notes.

4. **Review of the Financial Statement for August 2011.**
The Committee reviewed the August 2011 financial statement and asked questions regarding various elements of the statement. The Committee noted a continued lag in water sales to Resale Pumped and Agriculture classifications. A mild summer and good groundwater aquifer conditions may contribute to the lag. Noted that Recreation revenues are ahead of last year's pace, with many positive from activities occurring in the Recreation Area.

5. **Review of the Water Consumption Report for April 2011.**
It was recognized that the agricultural and pumped resale classifications are behind last year's pace. Noted that the Resale Gravity is slightly above pace of last year.
6. **Discussion regarding State Water Options.**
The Committee discussed several options to the Turn-back pool that may be developed in the future. Work will be continuing on this topic.
7. **Discussion regarding the Agreement with the City of Ventura.**
The Committee discussed topics relating to the modifications and clarification of the existing agreement between the City of Ventura and the District. Meetings between staff will occur in October 2011.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: September 20, 2011
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Water Resources Committee Meeting of September 19, 2011

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Baggerly and Director Hicks.
Staff – Ron Merckling.
Public – None.
2. **Public Comments.** None.
3. **Board Comments.**
Director Baggerly requested a brief update on the USFS cattle grazing lease. Last week a meeting was held with USFS staff, Greg Gamble of the Ojai Valley Land Conservancy, and Jim Pendleton. The issue was the trespass of cattle into the OVLC lands and Robles-Casitas Canal areas. Twenty years of fencing and notice of trespass has not worked. The OVLC is investing in vegetation plantings and the concern is the investment lost due to cattle grazing. The lack of monitoring the grazing leases by USFS and slow response by cattle owner have contributed to the issues. OVLC and Casitas have requested USFS consideration to deny future grazing leases. USFS position is to review fencing issue to determine if the lease can be issued.

Director Hicks commented on the Ventura Star article on the issues surrounding the Oxnard GREAT project.

4. **Manager Comments.**
Ron Merckling reported to the Committee that the landscape workshop has received good public interest. A news release has been provided to the local papers. There are several new changes for qualifying for the weather-based irrigation controllers. The changes include limiting the rebate to \$250, requiring a landscape irrigation audit, and minimum water use threshold of 25 units in July. The money for this program has depleted rapidly and the changes are directed to help more and achieve greater water savings.

Ron Merckling reported that an institutional water use audit is scheduled for the Ojai Valley School this week. OVS has several large turf areas that may benefit from the audit by the District.

5. **Status of Watershed Sanitary Survey.**

The 2010 Watershed Sanitary Survey Update is being developed by Susan McMahon, Laboratory Supervisor. After initial review by the General Manager, there are some changes that need to be made by Susan. When completed, the document will be brought to the Board for approval.

6. **Discussion regarding Ojai Flow Proposal.**

The Committee had general discussions regarding the Ojai FLOW request. At this time, the General Manager and District Counsel will develop information for the Committee and eventual Board consideration of the Ojai Flow request.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: September 23, 2011

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Notice of Final Draft and request for Signature - Management Agreement – Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas – United States Bureau of Reclamation

RECOMMENDATION:

It is recommended that the President of the Board of Directors sign the agreement and staff forward the signed agreement to the Bureau of Reclamation.

Background:

At the regular meeting of the Board of Directors on July 14, 2011, the Board reviewed and approved the contents of the draft agreement and authorized the President of the Board to sign the subject agreement. At that time, it was known that the agreement had to proceed through the Bureau of Reclamation's hierarchy review process and the agreement would be returned to the District for signature. After the approval by the Board in July, we did not know when the Bureau would complete their review or if there would be any substantial change to the agreement. On September 22, 2011, the District received the agreement and a Bureau letter requesting our signature.

There has been one minor change to the agreement that had been discussed between Sheryl Carter, Bureau of Reclamation, and myself. In Section 6 (b), the provision to furnish the Comprehensive Annual Financial Report within thirty (30) days of its completion has been augmented to include "but no later than January 15th of the calendar year." This makes the District annual reporting for recreational activities and financials consistent with one reporting date. (The extraneous comma between "January" and "15" will be removed from the final document.)

Conclusion:

We have before us an agreement that has been negotiated in good faith and is in the best interest of the District and the Bureau. Unless there are any other discrepancies, it is time to sign the agreement and forward it to the Bureau for the final signature.

If there are any questions in regard to the agreement, please do not hesitate to discuss each and every question with me.



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825-1898

IN REPLY
REFER TO:
MP-450
LND-4.03

SEP 15 2011

REC'D SEP 22 2011

Mr. Steve Wickstrum
General Manager
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, California 93022

Subject: Management Agreement No. 11-LC-20-0216 for the Administration, Operation, Maintenance, and Development of Recreation Uses and Facilities at Lake Casitas Between the United States and Casitas Municipal Water District (District)

Dear Mr. ^{Steve} Wickstrum:

Enclosed are three blue bound originals of the above subject agreement. If this agreement is acceptable, please have the President of the Board of Directors sign each of the blue bound originals and return all copies to this office, attention Mr. Scott Springer, MP-450. Upon execution by the Regional Director, a signed original will be provided to the District.

A board resolution confirming authority to sign the agreement on behalf of the District must accompany the signed original agreements.

If you have any questions, please contact Mr. Scott Springer, Regional Outdoor Recreation Planner, at 916-978-5206.

Sincerely,

FOR Donald R. Glaser
Regional Director

Enclosures - 3

**United States
Department of the Interior
Bureau of Reclamation**

**Ventura River Project
California**

MANAGEMENT AGREEMENT

Between

**THE UNITED STATES OF AMERICA and
CASITAS MUNICIPAL WATER DISTRICT**

for the

**ADMINISTRATION, OPERATION, MAINTENANCE, AND DEVELOPMENT OF
RECREATION USES AND FACILITIES**

at

Lake Casitas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Ventura River Project, California

**MANAGEMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA, AND
CASITAS MUNICIPAL WATER DISTRICT
FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND
DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS**

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Signature Page

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Exhibit A Lake Casitas Reservoir Area Map
Exhibit B Environmental Requirements
Exhibit C Equal Opportunity Requirements
Exhibit D Title VI, Civil Rights Act of 1964
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and LND 04-02 Concession Management by Non-Federal Partners
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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 **Ventura River Project, California**

5 **MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA**
6 **AND CASITAS MUNICIPAL WATER DISTRICT**
7 **FOR THE ADMINISTRATION, OPERATION, MAINTENANCE, AND**
8 **DEVELOPMENT OF RECREATION USES AND FACILITIES AT LAKE CASITAS**
9

10 THIS AGREEMENT, made as of this _____ day of _____ 2011,
11 pursuant to Act of Congress June 17, 1902 (32 Stat. 388) and acts amendatory thereof and
12 supplementary thereto, collectively known and referred to as Federal Reclamation Laws,
13 particularly the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72 (79
14 Stat. 213), as amended particularly by Title XXVIII of the Reclamation Recreation
15 Management Act of October 30, 1992, Public Law(102-575 (106 Stat. 4690-4693), by and
16 between the United States of America acting by and through the Regional Director, Mid-
17 Pacific Region, Bureau of Reclamation, or his duly authorized representative hereinafter
18 styled "Reclamation" and the Casitas Municipal Water District, a non-federal entity, and a
19 political subdivision originally known as the Ventura River Municipal Water District and
20 duly organized and operating pursuant to the California Municipal Water District Act of
21 1911 and amendments thereto, with its principal place of business in Oak View, California,
22 acting by and through the President of the Board or his duly authorized representatives,
23 hereinafter styled the "District".

24 WITNESSETH THAT:

25 WHEREAS, the United States has constructed the Ventura River Project pursuant
26 to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for
27 irrigation, for furnishing water for municipal and domestic use, and for providing incidental

28 recreation and fish and wildlife benefits, as defined by the report submitted to Congress by the
29 Secretary of the Interior entitled, "Ventura River Project, California, Feasibility Report." (H.
30 Doc. No. 222, 84th Cong., 1st Sess.), and;

31 WHEREAS, the United States has contracted with the District pursuant to Contract No.
32 14-06-200-5257 "Contract between United States and Ventura River Municipal Water District
33 Providing for the Construction of a Storage and Conveyance System," dated March 7, 1956,
34 (Repayment Contract) for repayment of federal costs incurred in construction of the Ventura
35 River Project, for operation and maintenance of Project Works, including said Dams and
36 Reservoir, related conveyance and distribution systems, appurtenances, and minimum basic
37 recreational facilities for the accommodation of the visiting public at the Casitas Dam and
38 reservoir, and;

39 WHEREAS, during the term of the Repayment Contract up to date, the District by and
40 through the Repayment Contract and District Resolution No. 104 dated June 27, 1956, agreed to
41 operate and maintain the minimum basic recreation facilities provided by the United States in
42 constructing the Ventura River Project. Also during this same time period, the District
43 developed additional Recreational Facilities within the Reservoir Area to accommodate the
44 visiting public, and has continued its management of such facilities, and;

45 WHEREAS, the United States has transferred to the District, as the local responsible
46 entity to provide for the care, operation, and maintenance at District's own expense, the entire
47 Ventura River Project by letters of transfer dated November 17, 1958 and August 28, 1959 under
48 the signature of Mr. B.P. Bellport, Regional Director, Mid-Pacific Region, and;

49 WHEREAS, California Water Code, Chapter 3, Article 1, Recreation and Electrical
50 Power, §71660 (added by Stats. 1963, c.156, p.823, § 1 and amended thereafter) provides

51 authority to municipal water districts to construct, maintain, improve, and operate public
52 recreational facilities appurtenant to facilities operated or contracted to be operated by the district
53 and by ordinance provide regulations binding upon all persons to govern the use of such
54 facilities, including reasonable charges for the use thereof, and;

55 WHEREAS, in the view of Reclamation, the Repayment Contract does not provide for
56 administration, operation, maintenance, and development of recreation at Lake Casitas other than
57 the minimum basic recreation facilities, while in the view of the District the Repayment
58 Contract does provide for such.

59 WHEREAS, the Parties agree that it is deemed to be in the best interest of Reclamation
60 and the District that the operation, maintenance, and development of recreation at Lake Casitas
61 by the District continue as provided in this Agreement, and

62 WHEREAS, Reclamation and the District desire to enter into a management agreement
63 for the recreation resources at Ventura River Project in accordance with existing law, and;

64 **NOW, THEREFORE**, it is agreed as follows:

65

66 **1. DEFINITIONS**

67 When used herein, unless otherwise distinctly expressed or manifestly incompatible with
68 the intent hereof, the terms

69 (a) “Appropriation or Allotment of Funds” means any appropriated funds
70 provided to the District from the Federal government without regard to the authorization for such
71 funds or the manner in which they were transferred.

72 (b) “Commercial Filming” means a license issued by Reclamation for use of
73 the Reservoir Area such as commercial filming, recording of television productions, feature

74 movies or commercials and the revenues from such activities will be collected and expended
75 pursuant Public Law 106-206 (Commercial Filming on Public Lands Act).

76 (c) "Concession" is a non-Federal commercial business that supports
77 appropriate public recreational uses and provides facilities, goods, or services for which revenues
78 are collected.

79 (d) "Concessionaire" means an entity contracted by the District through a
80 Third Party Agreement for a specific Concession related services and facilities

81 (e) "Fiscal year" means Districts annual period, from July 1 of one calendar
82 year to June 30 of the next calendar year, on which the District bases its budget.

83 (f) "Good Repair" means maintaining functional use and longevity of
84 facilities and equipment through use of appropriate actions including, but not limited to,
85 controlled maintenance, standard operating procedures, maintenance manuals; meeting Federal,
86 State and applicable local health department standards; meeting public safety needs and
87 standards; and maintaining facilities in a safe, neat, clean, and well kept condition.

88 (g) "Hazardous Material" means (1) any substance, pollutant, or contaminant
89 listed as hazardous under the Comprehensive Environmental Response, Compensation, and
90 Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean
91 Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23);
92 (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings,
93 mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as
94 hazardous or toxic under Federal, State, local, or Tribal law.

95 (h) "Integrated Pest Management Plan" refers to a plan which is systematic
96 and environmentally compatible to maintain pest populations within economically and
97 environmentally tolerable levels.

98 (i) "Management of the Reservoir Area" means to administer, operate,
99 maintain, and develop that portion of the Reservoir Area identified in Exhibit A – Area Map;
100 including management of resources, conditions and recreation opportunities and Recreation
101 Facilities, and keep Recreation Facilities and associated equipment in Good Repair and usable
102 working condition

103 (j) "Mutually Agree" means all parties' designated duly authorized
104 representatives are in agreement on a proposed action. Such agreements shall be in writing.

105 (k) "NEPA" means the National Environmental Policy Act 42 USC || 4321, et.
106 seq.

107 (l) "Project" means the Ventura River Project as set forth in the report
108 submitted to the Congress as by the Secretary of the Interior entitled, "Ventura River Project
109 California, Feasibility Reports" (H. Doc No. 222, 84th Congress, 1st Sess).

110 (m) "Recreation Facilities" means those facilities constructed or installed at
111 the Reservoir Area for recreational use by the public or for support of such recreational use. Said
112 facilities may include, but are not limited to, buildings and other structures (such as park
113 headquarters, park store and maintenance shops), campgrounds, picnic grounds, boat docks and
114 ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash
115 facilities, boundary and interior fencing.

116 (n) "Reservoir Area" means all lands withdrawn or acquired in the name of
117 the United States as shown on Exhibit A for the Project, as lands comprising the Casitas

118 Reservoir for management of recreation and Recreation Facilities and those waters in Lake
119 Casitas that are subject to the water rights held by the District, except for lands covered by
120 Casitas Dam.

121 (o) "Resource Management Plan" means all plans applicable to the Reservoir
122 Area prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's
123 Resource Management Plan Guidebook.

124 (p) "Revenues" means all receipts derived from entry and other use fees
125 which the District is permitted to collect pursuant to their authority under this Agreement;
126 including, but not limited to fees, charges, tolls, and rents, charged by the District for public
127 recreation use and concessionaire agreements issued or administered by the District.

128 (q) "Rights-of-Use" means various land use or resource management
129 documents or instruments including, but not limited to, license agreements, contracts, Rights-of-
130 Way, easements, leases, permits, and other rights of use issued or granted by Reclamation on,
131 over, across or under the Reservoir Area.

132 (r) "Service Contracts" are third party contracts issued by the District for
133 services such as trash removal, janitorial, pest control, and construction projects, which assist the
134 District in the operation, maintenance, and development of the Reservoir Area.

135 (s) "Special Use Fees" means a fee, charged to Concessionaires or third
136 parties by the District for special uses of the Reservoir Area for special events such as fairs and
137 festivals, and concessions, which the District is permitted to collect pursuant to their authority
138 under this Agreement.

139 (t) "Special Use" are the temporary use of specific Recreation Facilities of
140 the Reservoir Area as a venue which does not require any change in the condition of Reservoir

141 Area lands, including but not limited to fairs, festivals, concerts, group gatherings, wedding,
142 reunions, fishing tournaments and boating events, fundraisers, and all other recreation activities
143 and amenities as described in the Resource Management Plan.

144 (u) "Third Party Agreements" means agreements and contracts, including
145 Special Use contracts or permits, Concession contracts and Service Contracts, issued by the
146 District to another entity to provide recreation related services and facilities for the Reservoir
147 Area other than Commercial Filming and Rights-of-Use.

148

149 **2. TRANSFER OF RESPONSIBILITY**

150 The United States hereby transfers to the District, subject to the provisions of this
151 Agreement, and the District hereby accepts responsibility for Management of the Reservoir Area.

152

153 **3. TERM OF AGREEMENT**

154 The term of this Agreement will be 25 year(s) from the date first written above, unless
155 terminated sooner as provided herein. Two years prior to expiration of this Agreement, the
156 parties shall, in good faith, commence negotiation of a new Management Agreement.

157

158 **4. ADMINISTRATION, OPERATION, MAINTENANCE, AND DEVELOPMENT**

159 The District will be responsible for the Management of the Reservoir Area in accordance
160 with the following:

161 (a) The District will, within the limits of its authority, adopt and enforce rules
162 and regulations for public conduct within the Reservoir Area as are necessary and desirable to
163 protect the health and safety of persons using the Reservoir Area, for the preservation of law and

164 order, and for the protection of resources, lands and Recreation Facilities. Said rules and
165 regulations will be consistent with regulations promulgated by Reclamation in 43 Code of
166 Federal Regulations, Part 423 and Part 429 and other applicable Federal, State and District laws,
167 rules, regulations, and policies currently in place or as may be amended or adopted in the future.
168 The District has adopted and implemented rules, regulations, and ordinances for the Reservoir
169 Area as provided for under 43 CFR 423.3(a) (2) and 423.3(c).

170 (b) The District will ensure that land use of the Reservoir Area will conform
171 to all applicable Federal laws, rules, regulations, policies, and Executive Orders. Where
172 variations exist in Federal laws, rules, orders, regulations, and policies, the most stringent will be
173 the required standard. Where, State laws, and/or regulations are more stringent, but do not
174 conflict with Federal policy, law, and/or regulations, and the State's will be the required
175 standard.

176 (c) The District may rely on the Ventura County Sheriff's Department,
177 California Highway Patrol, and/or other law enforcement agencies to enforce applicable Federal
178 and State laws and local rules, regulations, and assist as necessary the enforcement of ordinances
179 adopted pursuant to Article 4(a) within the Reservoir Area, to maintain and preserve law and
180 order, and protect recreation facilities, resources and lands.

181 (d) Any Recreation Facilities to be developed by the District shall be
182 developed in accordance with the RMP, the Final Environmental Impact Statement and Record
183 of Decision at Lake Casitas or any subsequent revisions or subsequent environmental
184 documentation. The District shall be responsible for conducting all work on such facilities,
185 unless otherwise directed by Reclamation.

186 (e) The District will be responsible for the full cost of any and all
187 development, replacement, or alterations of Recreation Facilities for which cost sharing has not
188 been negotiated. Reclamation shall review and approve all development plans, including, but not
189 limited to replacement and alterations before construction begins. The District shall coordinate
190 with Reclamation, in advance, of the need for any such clearances and permits. The District will
191 ensure all environmental clearances and permits are secured prior to commencement of
192 construction activities. Reclamation reserves the right to approve any construction activity
193 related to such clearance or permit prior to the District taking any action contemplated by such
194 clearances or permits. The District will submit all development plans to Reclamation for its
195 approval prior to construction. Reclamation will not unreasonably withhold its approval.

196 (f) As provided in Public Law 89-72, as amended, Reclamation may enter
197 into a multi-year development program with the District for the design and construction of new
198 Recreation Facilities and the upgrade and rehabilitation of the existing Recreation Facilities
199 within the Reservoir Area. At Reclamation's discretion, Reclamation may cost share with the
200 District any activities under the development program no more than the maximum allowed by
201 Federal law.

202 (g) Cultural resources will be investigated prior to the implementation of any
203 development activities or surface disturbing actions. District personnel will coordinate with
204 Reclamation to ensure that compliance with section 106 of the National Historic Preservation
205 Act (NHPA) (16 U.S.C 470f), and implementing regulations at 36 CFR Part 800, is completed
206 prior to project implementation. The management of cultural resources located within the
207 Reservoir Area shall be consistent with Reclamation's Cultural Resources Management Policy
208 (LND P01) and Cultural Resources Directives and Standards (LND 02-01).

209 (h) In the event that human remains are found within the Reservoir Area then
210 the responsible Reclamation Area Manager shall be immediately notified and provisions of the
211 Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.) and
212 Reclamation's Directives and Standards for the Inadvertent Discovery of Human Remains on
213 Reclamation Lands (LND 07-01) shall be followed.

214 (i) The collection of prehistoric or historic artifacts (Paleontology) from
215 Reservoir Area must be approved by Reclamation. The unauthorized excavation of such items is
216 prohibited by the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470aa et seq.).
217 Planned collections of such items are subject to Reclamation's issuance of a permit pursuant to
218 ARPA. Any archaeological or historical items removed from the Reservoir Area, including
219 items collected and turned in by members of the public, shall be assessed by Reclamation to
220 determine whether they constitute federal museum property. If so, they will be managed by
221 Reclamation in a manner consistent with 36 CFR Part 79, the Curation of Federally-Owned and
222 Administered Archaeological Collections.

223 (j) Reclamation may provide technical assistance to the District. Such
224 assistance will be subject to cost sharing in accordance with subdivision (g) of Article 4 above.

225 (k) Reclamation may, at its discretion in situations where the District's
226 operating costs exceed collections by 50 percent or more provide operating revenue by way of a
227 cost-share arrangement as authorized by federal law and Reclamation policy.

228

229 **5. CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS**

230 The expenditure of any money and the performance of any work by Reclamation as
231 provided for by the terms of this Agreement is made contingent on Congress making the

232 necessary appropriations or the allotment of funds and shall be contingent upon such
233 appropriation or allotment being made. The failure of Congress to appropriate funds or the
234 absence of any allotment of funds shall not impose any liability on Reclamation. If the
235 appropriations and allocations necessary for either party to carry out this Agreement are not
236 made for any Fiscal year, the parties hereto agree to cooperate to reach a temporary course of
237 action. If the non-appropriation or non-allocation of the necessary funds on behalf of either party
238 becomes chronic, the other party may give notice of termination of this Agreement pursuant to
239 Article 28.

240

241 **6. FEES AND REVENUES**

242 (a) Public recreation entrance and Special Use fees will be set in accordance
243 with the fee schedule established by the District and in accordance with Reclamation rules,
244 regulations or guidelines. The District will have the right to collect Revenues derived from
245 Third Party Agreements, as provided in this Agreement, for activities within the Reservoir Area.
246 The District is authorized to develop Third Party Agreements for Special Uses and set and
247 collect Special Use Fees for such events. Not less than 100 percent of the Revenues and Special
248 Use Fees that are collected by the District shall remain at the District and available for the
249 expenditure by the District, without further appropriation, until expended for Management of the
250 Reservoir Area.

251 (b) The District will maintain accounting records for the requirements of the
252 Agreement and shall furnish to Reclamation a copy of the State required Comprehensive Annual
253 Financial Report within thirty (30) days of its completion, but no later than January, 15th of the
254 calendar year.

255 (c) Reclamation reserves the right to establish and collect fees for Rights-of-
256 Use pursuant to Public Law 102-575 (Title 28) Section 2805 (a)(1)(A), and establish and collect
257 Commercial Filming Fees pursuant Public Law 106-206 (Commercial Filming on Public Lands
258 Act), as amended. Fees collected or recovered by Reclamation under the Commercial Filming
259 on Public Lands Act shall be available for expenditure by the Secretary, without further
260 appropriation, at the site where collected. All costs recovered shall remain available until
261 expended at the Reservoir Area.

262 (d) The District shall assist Reclamation by informing an applicant to
263 complete the appropriate Right-of-Use authorization application form (7-2540 or SF-299) and
264 submit the form to Reclamation with the application fee.

265 (e) The District may also collect fees in association with the District's on-site
266 management, services, and resources that are associated with Reclamation's issuance of Right-
267 of-Use and Commercial Filming licenses. Fees collected by the District shall remain at the
268 District.

269

270 **7. RESOURCE MANAGEMENT PLAN**

271 (a) The Management of the Reservoir Area by the District will be in accordance
272 with the Reclamation approved RMP and Final Environmental Impact Statement and Record of
273 Decision at Lake Casitas for the Reservoir Area. Any authorization given by Reclamation or the
274 District for any activity related to the Reservoir Area shall include a provision requiring
275 compliance with said RMP.

276 (b) Consistent with Article 4 (d) and 7 (a), the District has the discretion on
277 whether or not to implement actions described in the RMP.

278 **8. LAW ENFORCEMENT - REPORTING**

279 At Reclamation's request, the District will exchange law enforcement information with
280 Reclamation's designated Regional Special Agent (RSA). District personnel and the designated
281 RSA will collaborate in the exchange of law enforcement information related to the Reservoir
282 Area. The extent and detail of information will be defined on a case-by-case basis. The RSA is
283 available to provide resources and expertise as applicable and necessary to address violations of
284 federal laws, at no cost to the District.

285

286 **9. RISK AND DAMAGES / HOLD HARMLESS**

287 (a) The parties hereto will each be responsible and liable only for the
288 negligent acts or omissions of their respective employees to the extent provided by law.
289 However, nothing in this contract will be construed to be an admission of fault or liability, and
290 nothing will limit the defenses and immunities legally available to each party against each other
291 and third parties.

292 (b) Notwithstanding Article 9(a) above, the District agrees to indemnify and
293 hold harmless the United States, its employees, contractors, agents, and assigns from any loss or
294 damage and from any liability on account of personal injury, property damage, or claims for
295 personal injury or death arising from the District's activities under this Agreement, except for
296 negligent acts or omissions of or by any employee of the United States in the course of his
297 employment under this Agreement.

298

299 **10. ACCIDENT REPORTING**

300 The District will ensure adequate safety, fire, medical and search and rescue procedures
301 are developed and in place to adequately respond, suppress, or cooperate in the investigation, or
302 cooperate in the investigation by the agency having jurisdiction of, all accidents involving death,
303 serious injury or property damage, hazardous material spills or other incidents of a serious nature
304 within the Reservoir Area. The District will make an initial verbal report on such incidents to
305 Reclamation's designated representative within one working day of knowledge of the incident.
306 The District will submit a written report to Reclamation's designated representative within 4
307 calendar days of the verbal notice of any of the above incident or occurrence.

308

309 **11. HAZARDOUS MATERIALS, RECYCLING AND WASTE REDUCTION**

310 (a) The District shall not allow contamination or pollution of any federal
311 lands, waters or facilities by its employees or agents. The District shall also take reasonable
312 precautions to prevent such contamination or pollution by third parties. Substances causing
313 contamination or pollution shall include but are not limited to hazardous materials, thermal
314 pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings,
315 mineral salts, misused pesticides, pesticide containers, or any other pollutants.

316 (b) The District shall comply with all applicable Federal, State, and local laws
317 and regulations, and Reclamation policies and directives and standards, existing or hereafter
318 enacted or promulgated, concerning any hazardous material that will be used, produced,
319 transported, stored, or disposed of on or in the federal lands, water or facilities.

320 (c) Upon discovery of any event which may or does result in contamination or
321 pollution of the federal lands, waters or facilities, the District shall immediately undertake all
322 measures necessary to protect public health and the environment, including measures necessary

323 to contain or abate any such contamination or pollution and shall report such discovery and full
324 details of the actions taken to Reclamation's authorized representative. Reporting shall be within
325 a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an
326 emergency and the first working day following discovery in the event of a non-emergency. An
327 emergency is any situation that requires immediate action to reduce or avoid endangering public
328 health and safety or the environment.

329 (d) If violation of the provisions of this Article occurs and the District does
330 not take immediate corrective action as determined by Reclamation's authorized representative,
331 the District may be subject to remedies imposed by Reclamation's authorized representative,
332 which may include termination of this Agreement.

333 (e) The District shall be responsible for any response, action or corrective
334 measure necessary to protect public health and the environment or to restore Reservoir Area
335 lands waters, or Recreation Facilities that are adversely affected as a result of such violation, and
336 for all costs, penalties or other sanctions that are imposed for violation of any Federal, State,
337 local or Tribal laws and regulations concerning hazardous material.

338 (f) The District shall defend, indemnify, protect and hold Reclamation
339 harmless from and against any costs, expenses, claims, damages, demands, or other liability
340 arising from or relating to the District's violation of this Article.

341 (g) The District agrees to include the provisions contained in paragraphs (a)
342 through (f) of this Article in any Third Party Agreement it may enter into pursuant to this
343 Agreement.

344 (h) Reclamation agrees to provide information necessary for the District,
345 using reasonable diligence, to comply with the provisions of this Article.

346 (i) The District will develop and implement a recycling and waste reduction
347 plan for the Reservoir Area. Said plan and implementation will be included in the budget and
348 activity work plans.

349

350 **12. PEST CONTROL**

351 (a) The District shall take steps to prevent the introduction and spread of, and
352 to otherwise control undesirable plants and animals, as defined by the Districts Integrated Pest
353 Management Plan (IPM), submitted and approved by Reclamation's authorized representative,
354 directly associated with use of the Reservoir Area. The District shall submit an updated IPM to
355 Reclamation as pesticide use changes by District operations or by revised regulatory
356 requirements.

357 (b) Programs for the control of these undesirable plants and animals in the
358 Reservoir Area will incorporate the District's IPM as may be amended, and shall be consistent
359 with Reclamation's regulations and policies concerning such programs.

360 (c) The District agrees to include the provisions contained in paragraphs (a)
361 through (b) of this Article in any Third Party Agreements it may enter into pursuant to this
362 Agreement.

363

364 **13. DEBRIS AND WASTE REMOVAL**

365 The District shall notify the public of the presence of hazards and floating debris within
366 the Reservoir Area as directed by California State Revised Statutes or Administrative Code. The
367 District will provide litter control and trash removal in all areas where public recreation use is
368 permitted. The District will properly dispose of all waste, discarded or abandoned items, and

369 debris generated by use of the Reservoir Area. Said waste, discarded or abandoned items and
370 debris will be disposed of properly. Reclamation will cooperate and assist the District in the
371 removal of debris, discarded or abandoned items and waste within the Reservoir Area in the
372 event of an extraordinary or catastrophic occurrence.

373

374 **14. VARIATION IN WATER LEVEL**

375 The Project purposes and local hydrology will determine future variations of water level
376 in the Reservoir Area, and that neither Reclamation nor the District make any assurance of
377 Reservoir Area water level to accommodate recreational use.

378

379 **15. PROTECTION OF NATURAL RESOURCES**

380 Reclamation and the District agree to take all reasonable measures to minimize
381 sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect
382 against introduction and spreading of noxious weeds and other pests detrimental to natural
383 values, agriculture or public health and safety; and will cooperate in soil and water conservation,
384 and fish and wildlife enhancement practices at the Reservoir Area.

385

386 **16. CONSUMPTIVE USE OF WATER BY DISTRICT**

387 When the District, Concessionaire and other holders of Third Party Agreement furnishes
388 water to the public, it will furnish only suitably treated, wholesome and sanitary water which
389 meets appropriate Federal, State, and local health standards. Reclamation does not warrant the
390 quality of the available water supplies as to their suitability either for domestic purposes or for
391 human consumption.

392

393 **17. MANAGEMENT OF PERSONAL PROPERTY**

394 (a) Reclamation personal property is property provided at Reclamation's
395 expense for performance of this Agreement (as of the date of this Agreement, no personal
396 property has been identified that Reclamation issued to the District) including, but not limited to,
397 property provided by the following methods:

398 (1) Reclamation furnished personal property is property that is trans-
399 ferred from Reclamation's stocks, or purchased directly by Reclamation, and delivered into the
400 District's custody for performance of this Agreement. Title to Reclamation furnished personal
401 property remains with Reclamation.

402 (2) District-acquired Reclamation personal property is property
403 purchased or fabricated by the District at a cost of \$5,000 or more; the cost of which is
404 reimbursable by Reclamation pursuant to this Agreement. Title to personal property purchased
405 by the District upon reimbursement of the cost thereof by Reclamation in whole or in part, vests
406 in Reclamation on its delivery by the supplier. Title to personal property drawn from the
407 District's stocks or stores or fabricated by the District vests in Reclamation upon reimbursement
408 of the cost thereof by Reclamation in whole or in part.

409 (b) The District may purchase personal property and equipment and replace it,
410 if necessary, during the term of this Agreement to the extent deemed necessary by the District.
411 The District must receive Reclamation's advance written approval for such purchases and may
412 also seek reimbursement for such expenditures.

413 (c) The District will meet the basic requirements prescribed in Exhibit E of
414 this Agreement to establish and maintain control over Reclamation personal property in its
415 possession.

416 (d) The District will return to Reclamation all Reclamation-titled personal
417 property that becomes excess to the performance requirements of this Agreement.

418

419 **18. THIRD PARTY AGREEMENTS, CONCESSION CONTRACTS, SPECIAL USE,**
420 **AND RIGHTS-OF-USE**

421
422 The District shall not issue any other form of permission to use the Reservoir Area except
423 as expressly provided herein.

424 (a) The District may issue and administer Third Party Agreements, such as
425 Concessions, Special Use and Service Contracts, to persons or associations for the purpose of
426 providing appropriate and necessary services, goods, and facilities for the use of the visiting
427 public consistent with the intent and conditions of this Agreement and in accordance with any
428 current or future planning documents.

429 (b) The District shall submit all Concession contracts prior to solicitation to
430 Reclamation for its review and approval. Reclamation shall not unreasonably withhold such
431 approval. Reclamation will obtain review and comment by the District on all Commercial
432 Filming license applications prior to Reclamations review and approval. The Third Party
433 Agreements shall contain language subjecting the rights and privileges there under to all terms,
434 conditions, exceptions, and reservations in this Agreement; shall recognize the right of para-
435 mount use of the Reservoir Area for Project purposes; and shall hold harmless and indemnify
436 Reclamation and the District, its officers, agents, employees, contractors, and assigns from any
437 loss or damage and from any liability on account of injury, damage or death due to construction,

438 operation and maintenance activities related to Project purposes and any other terms and
439 conditions at Reclamation's discretion. The District will require all Concessionaires and other
440 holders of Third Party Agreements operating within the Reservoir Area to carry adequate
441 liability and property damage insurance. Said insurance will be of sufficient amount to cover, as
442 a minimum, the District's liability under its governmental liability statutes and will be consistent
443 with the services and facilities provided and the potential for injury or damage to life and
444 property. Reclamation will be named as an additional insured on all such insurance, and a
445 certificate of insurance will be provided to the District by the Concessionaires and other holders
446 of Third Party Agreements to ensure that the insurance is in effect.

447 (c) No Third Party Agreement issued by the District as provided in subsection
448 (a) above shall purport to transfer or convey any interest in Reservoir Area land and water or any
449 Recreation Facilities; and, the right given to the District to enter into such Third Party
450 Agreements shall not be construed as a right to grant or convey an interest in Reservoir Area
451 land and water, or any Recreation Facilities. No assignment or transfer of a Third Party
452 Agreement or interest therein, whether as security or otherwise, shall be effective until such
453 assignment or transfer has been reviewed and approved in writing by the District and
454 Reclamation. All Concession contracts issued by the District must comply with Reclamation's
455 Concession Management Policy and Directive and Standards, as may be amended from time-to-
456 time, attached as Exhibit F.

457 (d) Third Party Agreements issued by the District shall also provide that in the
458 event of the termination of this Agreement, such agreements shall simultaneously terminate. In
459 the event of termination of this Agreement and at Reclamation's discretion, Reclamation may
460 issue a new Concession contract that is in compliance with the Concessions Management Policy

461 and Directives and Standards. In the event this Agreement is terminated, the District shall pay to
462 Reclamation the pro-rated unexpended portion of any fees or rents paid to the District by such
463 Concessionaires or other holders of Third Party Agreements as appropriate

464 (e) The term for a Third Party Agreement may not extend beyond the term of
465 this Agreement. Reclamation will work with the District to determine reasonable lengths of
466 term.

467 (f) Concessionaires and other holders of Third Party Agreements, shall be
468 required to comply with all applicable provisions of Federal, State, and local laws, rules and
469 regulations, Executive Orders, and Reclamation Policies, in force now or as may be promulgated
470 or changed in the future. Any such Right-of-Use shall not compete or interfere with the Districts
471 management of the Reservoir Area or the primary purposes of the Project.

472 (g) In accordance with the Concession Management Policy and Directives and
473 Standards, and the Recreation Management Policy (LND P04, as amended), the District shall not
474 issue, or allow to be issued, directly or through the actions of its Concessionaires or other holders
475 of Third Party Agreements, any forms of agreements that allow for the development of privately
476 owned exclusive uses, such as, but not limited to, cabin sites; mobile homes or travel trailer sites;
477 private boat docks; ski clubs; boat clubs; or, the issuance of livestock grazing permits.

478 (h) Only Reclamation may issue Rights-of-Use for land use and resource
479 management within the Reservoir Area.

480 (1) Reclamation will, prior to approval of any Rights-of-Use, provide
481 the District a copy of any Rights-of-Use application for review and comment by the
482 District. The District shall review any such application and make written comment to
483 Reclamation including whether the District concurs with the application. Reclamation

484 will consider the written comments of the District during the approval process and, if
485 applicable, incorporate them into the rights-of-use. Reclamation shall include in each
486 Right-of-Use reasonable measures to protect Recreation Facilities, or repair of damages
487 which may occur to Recreation Facilities and a provision that holder of any such Rights-
488 of-Use indemnifies and holds harmless the District, its employees, agents, and assigns
489 from any loss or damage and from any liability on account of personal injury, property
490 damage, or claims for personal injury or death arising out of the land use or resource
491 management granted by Reclamation, except for any such Rights-of-Use issued to the
492 District. Any Special Use Fees collected by the District shall be consistent with the
493 provisions of Article 6 of this Agreement.

494 (2) As permitted by law or regulation, administrative fees incurred by
495 Reclamation and the District for miscellaneous costs associated with the review of
496 Rights-of-Use applications and ongoing administrative expenses incurred may be charged
497 by Reclamation. Such administrative fees will be collected by Reclamation and the
498 District's share of the costs will be reimbursed to the District from such fees by
499 Reclamation. The value of the Rights-of-Use is based on the appraised value of such use
500 as determined by Reclamation. The payment for the value of such Rights-of-Use will be
501 collected by Reclamation only.

502

503 **19. UNAUTHORIZED USE**

504 The District will take all reasonable measures necessary to identify, investigate, and
505 resolve incidents of unauthorized use of the Reservoir Area, or unauthorized encroachment
506 within the Reservoir Area. This includes any legal actions necessary to prevent or prosecute

507 such unauthorized use provided that any such action by the District cannot bind the United States
508 in a manner either to payment of money or any other form or commitment. Subject to the
509 foregoing, Reclamation hereby delegates to the District the right to bring action in the District's
510 name in order to protect each party's interests, and carry out their responsibilities in connection
511 therewith. Resolution of boundary disputes shall be the responsibility of Reclamation. The
512 District will notify Reclamation's designated representative of boundary disputes or
513 unauthorized incidents within 10 calendar days of discovery.

514

515 **20. RESERVATIONS**

516 The District's management of the Reservoir Area is subject to the following conditions
517 and reservations:

518 (a) Existing land uses, rights, or interests within the Reservoir Area and
519 lawfully held by Reclamation or persons or entities not party to this Agreement.

520 (b) The right of Reclamation, its assigns, employees and agents, to enter upon
521 the Reservoir Area on official business without charge, for the purpose of enforcing, protecting,
522 and exercising the rights of Reclamation and the District, and also to protect the rights of those
523 not party to this Agreement.

524 (c) The right of Reclamation, the District, and their agents, employees,
525 assigns, contractors, lessees, or permittees, to remove from the Reservoir Area, any and all
526 materials necessary for the construction, operation, and maintenance of Project works and
527 facilities. All such removal activities shall not occur or encroach on developed sites without
528 mutual agreement of the parties hereto.

529 (d) Except in emergency situations, as defined in this Agreement,
530 Reclamation's designated representative will give written notice to the District's designated
531 representative 30 calendar days prior to the exercise of the above rights.

532

533 **21. TITLE TO LAND, IMPROVEMENTS, EQUIPMENT AND RESTORATION**

534 (a) Permanent structures and improvements constructed on the Reservoir Area
535 lands and water which were funded, or partially funded, by the United States shall remain the
536 property of the United States.

537 (b) The District will keep a current and accurate property record/inventory of
538 all Recreation Facilities, structures and improvements installed or constructed within the
539 Reservoir Area and all equipment purchased with federal Appropriations or Allotment of Funds
540 for use at the Reservoir Area pursuant to this Agreement.

541 (c) Property, equipment, and supplies acquired with federal Appropriations or
542 Allotment of Funds pursuant to this Agreement will be managed in accordance with Exhibit E.

543 (d) The District shall keep a current and accurate inventory of any structures
544 and improvements installed or constructed solely at its own expense or at the expense of its
545 contractors, concessionaires and permittees and shall provide Reclamation such inventory within
546 30 days of completion of such installation or construction, so that Reclamation inventory records
547 can be maintained accordingly. Upon termination of this Agreement, Reclamation may
548 purchase, at the Cost Less Depreciation value, those facilities determined necessary for the future
549 operation and maintenance of the Reservoir Area, provided the facilities were exclusively
550 constructed and financed by the District its contractors, concessionaires or permittees.

551 (e) For a period of 120 days after termination of this Agreement or such
 552 longer period as may be determined by Reclamation to be reasonable, the District, its
 553 contractors, concessionaires or permittees, shall have the privilege, at their sole cost or expense,
 554 of salvaging and/or removing Recreation Facilities that were exclusively financed, constructed or
 555 installed by the District, its contractors, concessionaires or permittees, that are determined by
 556 Reclamation to be unnecessary for continued Management of the Reservoir Area. After the
 557 expiration of such period, the title to all remaining District financed, constructed or installed
 558 Recreation Facilities shall vest in the United States. The District, its contractors, concessionaires
 559 and permittees shall restore the land occupied by such removed Recreation Facilities to its
 560 original condition as determined to be satisfactory to Reclamation.

561

562 **22. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE, AND**
 563 **DEVELOPMENT**

564

565 The parties will meet annually or more often if requested by either party, to review and
 566 inspect the Reservoir Area regarding compliance with this agreement. The purpose of these
 567 reviews and inspections are to ensure that administration, operation, maintenance, and
 568 development procedures are adequate; to identify and correct deficiencies and problems; and to
 569 ensure the administration of the Reservoir Area is in accordance with the intended purposes.
 570 Reviews will include, but are not necessarily limited to: monitoring items if identified in the
 571 RMP and Environmental Impact Statement for Lake Casitas or other such Plans; health and
 572 safety; appropriate use of the Reservoir Area lands and water; land interests and resources; and
 573 inspections of Recreation Facilities and operations, including third party Concession contracts or
 574 permits, and basic Service Contracts, within the Reservoir Area. Deficiencies and problems
 575 within the Reservoir Area will be corrected in a timely manner in accordance with the terms of

576 this Agreement. Conclusions and recommendations based upon such reviews and inspections
577 will provide direction for, and possible modification of the administration, operation,
578 maintenance, and development responsibilities pursuant to this Agreement.

579

580 **23. EXAMINATION OF RECORDS**

581 (a) The District agrees that Reclamation shall have the right to examine and to
582 access any pertinent books, documents, papers, and records of the District and/or third party
583 entities involving transactions related to this Agreement.

584 (b) Reclamation's designated representative may at any time request an
585 independent audit of the District's financial activities for Reservoir Area. Such independent
586 audit shall be performed at the cost of Reclamation. Any discrepancies found during such audits
587 shall be corrected by the responsible party.

588 (c) Reclamation's designated representative may at any time request an
589 independent audit or examination of records of third party Concession contract, permits or other
590 service contracts. Such independent audit or examination of records shall be performed at the
591 cost of Reclamation. Any discrepancies found during such audits shall be corrected by the
592 responsible party.

593

594 **24. RECREATION USE DATA REPORT**

595 On January 15 of each year, the District will furnish to Reclamation's designated
596 representative an annual summary of recreation related visitor uses at the Reservoir Area for the
597 then Fiscal Year. Reclamation will provide the forms for this report, which is currently titled
598 "Recreation Use Data Report".

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25. MISCELLANEOUS PROVISIONS

(a) The District, its contractors, concessionaires or permittees shall comply with the Environmental Requirements set forth in Exhibit B attached hereto and incorporated herein.

(b) The District, its contractors, concessionaires or permittees shall comply with the Equal Opportunity requirements set forth in Exhibit C and Title IV of the Civil Rights Act of 1964 set forth in Exhibit D attached hereto and incorporated herein.

(c) The District, its contractors, concessionaires or permittees, shall perform this Agreement consistent with Reclamation's federal Indian trust responsibilities as set forth in Exhibit G, entitled "Departmental Manual Part 512, Chapter 2, Departmental Responsibilities for Indian Trust Resources", attached hereto and incorporated herein.

(d) Reclamation, at the request of the District, shall provide information on property boundaries and Rights-of-Use on Reservoir Area lands and water within the Reservoir Area.

(e) The parties hereto understand and agree that the various terms and conditions within this Agreement apply to the Agreement as a whole, and are not to be narrowly defined within the specific Article under which a given term or condition is located.

(f) Each party hereto will provide to the other party any additional reports or information which may be reasonably requested.

(g) Any activity deemed to be illegal on the Reservoir Area and water will be cause for immediate action under Articles 26 and 28 of this Agreement.

622 **26. NOTICE OF CURE/ DISPUTE RESOLUTION**

623 (a) Reclamation may provide notice of any non-compliance with the terms
624 and conditions of this Agreement. Notification of non-compliance shall be in writing, giving a
625 90-day period of time in which the non-compliant act or omission shall be corrected.

626 (b) In the event the District disagrees with Reclamation's direction regarding
627 any corrective action, Reclamation and the District shall attempt to reach mutual agreement on
628 such action within 90 days, or such longer period as may be Mutually Agreed to by the parties
629 hereto, as necessary to address any notice of non-compliance. Each party shall present its
630 proposed action to the Director of the Mid-Pacific Region of the Bureau of Reclamation. If
631 within 90 calendar days after submitting such proposal to the Director, there is still no mutual
632 agreement on the proposed action, Reclamation's proposed action shall take precedent. Should
633 this occur, both parties shall have the right to terminate this Agreement after notice in writing as
634 set forth in Article 28.

635 (c) If any substantial or persistent non-compliance is not corrected within the
636 specified time the following remedies are available: Reclamation may close all or part of the
637 Reservoir Area, Reclamation may temporarily suspend Management of the Reservoir Area, or
638 terminate the Agreement after notice in writing of such intent, in accordance with Article 28.

639

640 **27. MODIFICATION OF AGREEMENT**

641 This Agreement may be modified, amended, or superseded at any time during its term as
642 Mutually Agreed by the parties hereto.

643

644

645 **28. TERMINATION**

646 (a) This Agreement will terminate and all rights and obligations of the parties
647 under this Agreement will cease under the following conditions:

648 (1) Upon expiration of the term of this Agreement, as provided in Article
649 3; or

650 (2) 90 days after receipt of a written notice of termination as provided in
651 Article 28; or

652 (b) If the U.S. Congress fails to provide adequate funding to enable
653 Reclamation to carry out its respective obligations under this Agreement, either party may give
654 written notice that this Agreement shall terminate on a certain date at least 180 days after the
655 date of notice.

656 (c) For conditions other than those expressed in (a) and (b) herein,
657 Reclamation or the District will give the other party at least 180 days written notice of the intent
658 to terminate this Agreement.

659

660 **29. DESIGNATED REPRESENTATIVES / NOTICES**

661 The parties hereto agree the designated representatives for administration of this
662 Agreement are as follows, or as may be further delegated in writing by the following:
663 Reclamation - Area Manager, South Central California Area Office, Bureau of Reclamation,
664 1243 N Street, Fresno, California 93721 and Manager, Casitas Municipal Water District, 1055
665 Ventura Ave. Oak View, CA 93022. Any written notice, demand, or request, as required or
666 authorized by this Agreement, will be properly given if delivered by hand, or by mail, postage
667 prepaid, to the other party as above listed. All parties hereto are responsible for notifying all

668 affected parties of any subsequent change of address, organizational changes, responsibility
669 adjustments, and other related changes, as they take place.

670

671 **30. SEVERABILITY**

672 Each provision of this Agreement shall be interpreted in such a manner as to be valid
673 under applicable law, but if any provision of this Agreement shall be deemed or determined by
674 competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and
675 void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or
676 invalid as to the remainder of such provision or any other remaining provision, or this Agreement
677 as a whole.

678

679 **31. OFFICIALS OR EMPLOYEES NOT TO BENEFIT**

680 No member or delegate of Congress shall be admitted to any share or part of any contract
681 or agreement made, entered into, or accepted by or on behalf of the United States, or to any
682 benefit to arise thereupon.

683

684 **32. SURVIVOR CLAUSE**

685 Terms and conditions that require action by the District or its Concessionaires, or other
686 holders of Third Party Agreements, agents or assigns as authorized under Articles 18 and 25 of
687 this Agreement may survive the termination of this Agreement when they are deemed by
688 Reclamation to be for the benefit of the United States.

689

690 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date
691 written above.

692

693 Casitas Municipal Water District

United States of America
Department of the Interior

694

695

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697

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699 By _____

By _____

700

701 President

702 Board of Directors

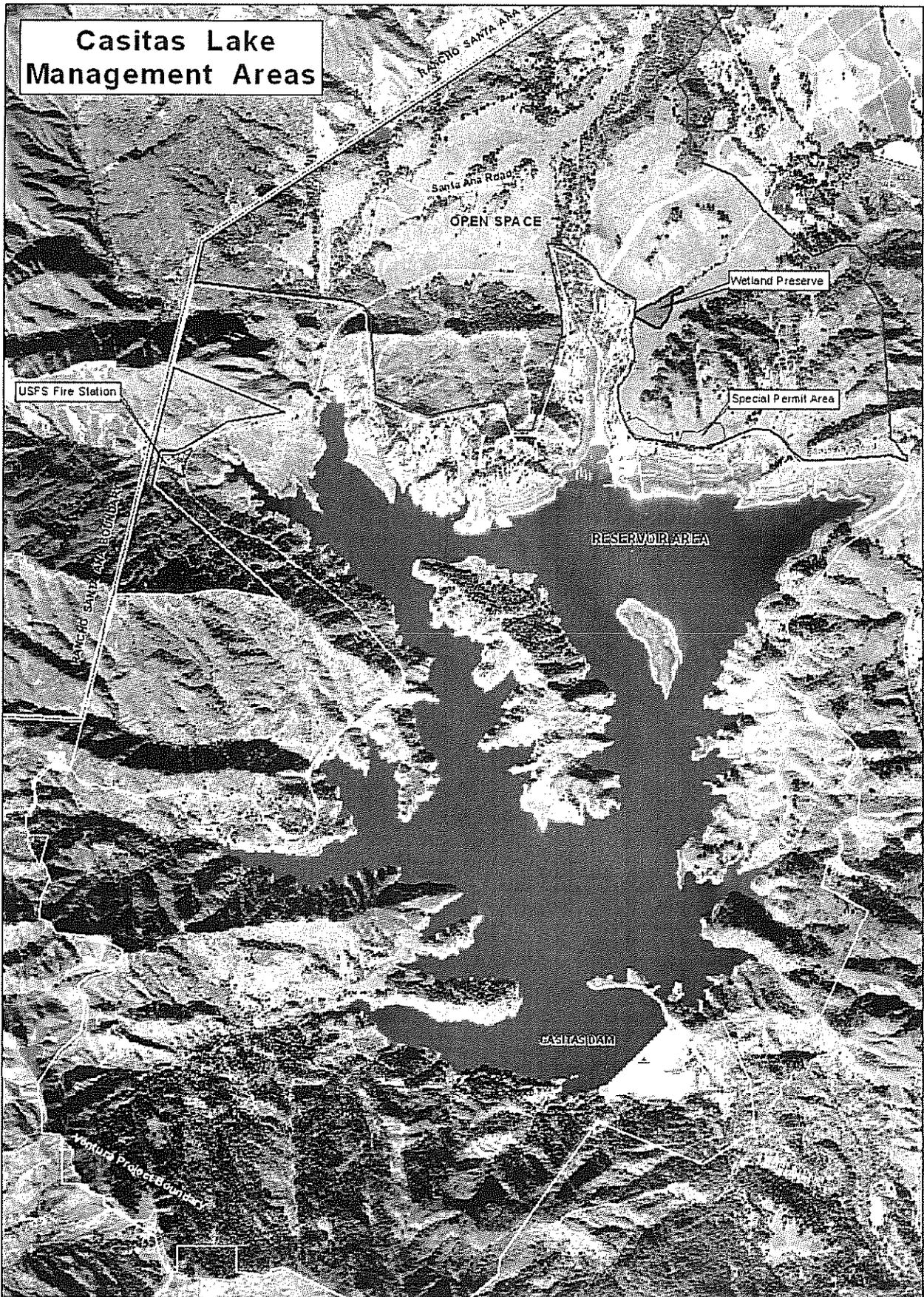
Director - Mid-Pacific Region,
Bureau of Reclamation

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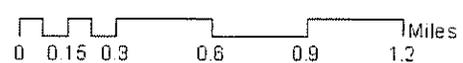
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Casitas Lake Management Areas



- USFS Fire Station Lease
- Open Space "Title IV Lands"
- Special Permit Area
- Casitas Reservoir Lands - Ventura River Project
- Rancho Santa Ana Boundary
- Wetland Preserve



RECLAMATION
Managing Water in the West

706 EXHIBIT B

707 ENVIRONMENTAL REQUIREMENTS

708

709

710 **1.1 Introduction**

711 All Actions taking place on federal property must comply with the National Environmental
712 Policy Act (NEPA) and associated laws and regulations as amended. The District shall integrate
713 NEPA processes with other planning at the earliest possible time to insure that planning and
714 decisions reflect environmental values, to avoid delays later in the process and to head off
715 potential conflicts (40 CFR 1501.2).

716 Actions must be consistent with the following:

717 **1.1.1 Laws and regulations**

- 718 Fish and Wildlife Coordination Act
(PL 85-624, as amended)
- 719 Endangered Species Act
720 (PL 93-205, as amended)
- 721 Migratory Bird Treaty Act
722 (16 USC 703-711)
- 723 Section 404 of the Clean Water Act
724 (PL 92-500, as amended; 33 USC § 1344; 40 CFR Part 230)
- 725 Cultural Resources Compliance
726 (PL89-665, as amended; 36 CFR Part 800)
- 727 Indian Trust Asset Policy and Guidance
728 Guidance for Implementing Indian Sacred Sites
729 (EO 13007)
- 730 Environmental Justice
731 (EO 12898)
- 732 Quality of Information
733 (PL 106-554)

734 **1.1.2 Resource Management Plan (RMP)**

735 **1.1.3 Reclamation Policies**

736

737 **1.2 When is Environmental Documentation Necessary?**

738 Environmental documentation is needed if maintenance or other project includes one of the
739 following:

- 740
- 741 • Ground disturbance
 - 742 • Change in capacity
 - 743 • Change in purpose
 - 744 • New construction – Reclamation must receive notification in advance of modifications to determine whether environmental documentation is required.

745 Routine maintenance not involving one of the above criteria does not require environmental
746 documentation.

747

748 **1.3 How to choose the appropriate documentation**

749 Consultation with Reclamation at the earliest planning stages and throughout the planning
750 process is necessary to ensure the appropriate level of environmental documentation and to avoid
751 unnecessary delay. The District will analyze the project as a whole; the evaluations should not
752 be compartmentalized.

753 **1.4 Categorical Exclusions**

754 Categorical Exclusions (CE) shall be prepared for minor projects, which involve one of four
755 criteria listed in Section 1.2 above and satisfy one of the following criteria under Interior 516
756 DM 2, Appendix 2.

757 **1.4.1 Categories**

758 Reclamation's current categories for CEs, as of the date of execution of this agreement,
759 are listed below.

760 The project:

- 761 • Has no significant effect on the quality of the human environment (should be answered
762 last);
- 763 • Has no highly controversial environmental effects and does not involve unresolved
764 conflicts concerning alternative uses of available resources;
- 765 • Has no significant impacts on public health or safety;
- 766 • Has no significant impacts on natural resources or unique geographic characteristics such
767 as historic or cultural resources; park, recreation or refuge lands; or other ecologically
768 significant or critical areas;
- 769 • Has no highly uncertain or potentially significant environmental effects and does not
770 involve unique or unknown environmental risks;
- 771 • Does not establish a precedent for future action and does not represent a decision in
772 principle about future actions with potentially significant environmental effects;
- 773 • Has no direct relationship with other actions with individually insignificant but
774 cumulatively significant environmental effects;
- 775 • Has no significant impacts on properties listed or eligible for listing in the National
776 Register of Historic Places (National Register);
- 777 • Has no significant impacts on species listed or proposed to be listed on the List of
778 Endangered or Threatened Species, and has no significant impacts on designated Critical
779 habitat for these species;
- 780 • Does not threaten to violate Federal, state, local, or tribal law or requirements imposed
781 for protection of human environment;
- 782 • Does not effect Indian Trust Assets (ITAs);
- 783 • Does not have a disproportionately high or adverse effect on low income or minority

- 784 populations,
- 785 • Does not limit access to or ceremonial use of Indian sacred sites on Federal lands by
 - 786 Indian religious practitioners and does not significantly or adversely affect the physical
 - 787 integrity of such sacred sites; or
 - 788 • Does not contribute to the introduction, continued existence, or spread of noxious weeds
 - 789 or non-native invasive species known to occur in the area and does not contribute to
 - 790 actions that may promote that introduction, range, or growth of such species.

791

792 ***1.4.2 Preparing the CE***

793 In determining whether the action qualifies for a CE, fill out the Categorical Exclusion Checklist
794 (CEC). This checklist is required on all Reclamation actions whose impacts are small that an
795 Environmental Assessment (EA) or Environmental Impact Statement (EIS) is not required. If all
796 answers on the CEC are “no” then the action meets the requirements of a CE. If any answers are
797 marked “yes,” then an EA is required to determine the significance of the action. If any items on
798 the checklist are marked “unknown,” then the project requires additional knowledge from
799 research or consultants. If the impacts are already known or expected to be significant, then
800 prepare an EIS.

801

802 The final CE should contain the following elements:

- 803 • The project description and purpose
- 804 • Photos and maps (including a topographic map)
- 805 • The CE checklist
- 806 • Impacts, Minor Mitigation, Avoidance Strategy, Constraints

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808 **1.5 Environmental Assessment/FONSI**

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810 ***1.5.1 Environmental Assessment***

811 In the event that a Finding of No Significant Impact (FONSI) is the appropriate Environmental
812 documentation, a combined Environmental Assessment (EA) should be prepared, addressing the
813 issues significant under NEPA. The State will obtain concurrence from Reclamation that an EA
814 is the appropriate level of documentation prior to initiating the EA.

815 The draft EA will be reviewed and approved by Reclamation prior to circulation to the public or
816 agencies outside Reclamation and the State. After public circulation has been completed and
817 Reclamation as has agreed to the responses to comments received, a draft FONSI will be
818 submitted with the final EA for signature by Reclamation.

819 **1.5.1.1** Depending on the complexity of the project, the following actions may be appropriate:

- 820 • Joint environmental documentation with State, local, and tribal agencies
- 821 • Scoping (public, inter/intra-agency)
- 822 • News releases through newspapers, newsletters, and the Internet
- 823 • Sending the draft EA to the public for comments
- 824 • Public meetings

- 825 • Sending the final EA and FONSI to the public
- 826 • Consultation and coordination with other agencies
- 827 • Public meeting on the draft
- 828 • Supplementing previous EAs and FONSI
- 829 • Adoption of an EA

830 **1.5.1.2** An EA should include the following:

- 831 • A Cover Sheet, Summary, Table of Contents, and list of Preparers
- 832 • Purpose and Need: a brief objective description
- 833 • Proposed Action and All Alternatives: must contain a “no action” alternative, present the
834 action then discuss all reasonable alternatives in detail. Examples of details to include
835 are: photographs; area to be disturbed; location with a legal description and map; amount
836 of ownership lands to be affected; information on water and wastewater quantities,
837 wastewater disposal plans, water conservation measures, and additional items as needed.
- 838 • Affected Environment and Environmental Consequences: shows the effects and
839 consequences of the action, should show both beneficial and adverse impacts in the long-
840 and short-run also irreversible and irretrievable impacts and the impacts that would occur
841 under the no action
- 842 • Consultation and Coordination: includes coordination with other agencies who have any
843 interest in or jurisdiction over the project; includes field reviews and public involvement
844 activities, permits and approvals
- 845 • Attachments/Appendices as necessary: (a) compliance with environmental statutes, (b)
846 list of environmental commitments, (c) list of preparers, (d) bibliography, (e) distribution
847 list

848 **1.5.2 FONSI**

849 A FONSI is a document by a federal agency briefly presenting the reasons why an action, not
850 otherwise categorically excluded, will not have a significant effect on the human environment
851 and for which an EIS therefore will not be prepared (40 CFR 1508).

852

853 **1.6 Environmental Impact Statement**

854 An Environmental Impact Statement (EIS) will be prepared for projects which involve
855 substantial or controversial impacts. An EIS is more detailed than an EA. It usually involves a
856 more complex action or project that requires more extensive public involvement and review
857 processes.

858 **1.6.1 Environmental Impact Statement**

859 The EIS process involves more formal notification to the public for public involvement. The
860 environmental document discusses a full range of alternatives for accomplishing the proposed
861 project.

862 **1.6.1.1** The following notices must be associated with the EIS:

- 863 • Notice of Intent to prepare an EIS (NOI)-describe the action and alternatives; list

- 864 proposed timeline, scoping meetings; and give contact information
865 • Notice of Scoping Meetings is given through publication in the Federal Register and in
866 local newspapers
867 • Notice of Public Information Meetings will be noticed in local newspapers
868 • Notice of Availability and Public Hearing will be published in the Federal Register and in
869 local newspapers

870 **1.6.1.2** Content of the EIS:

- 871 • All requirements detailed in section 1.5.1.2
872 • Alternatives: Alternatives presented in the EIS must be reasonable. Reasonable
873 alternatives include those that are practical or feasible from the technical or economic
874 standpoint and using common sense rather than simply desirable from the standpoint of
875 the applicant. All reasonable alternatives must be rigorously explored and for
876 alternatives that were eliminated from detailed study, include a brief explanation for the
877 elimination.
878 • A preferred alternative should be identified and explained in such language that it may be
879 extracted from the document to stand alone as a separate document.
880 • No Action Alternative-represents the projection of the future of the current situation. For
881 O&M studies, the no action alternative assumes continuing current O&M activities with
882 no change.

883 **1.6.1.3** A minimum time line for the NEPA process is as follows (Reclamation may extend
884 limits):

- 885 • The **minimum** period between the notice of a hearing and the actual hearing is 15 days
886 (40 CFR 1506.6 (c) (2)).
887 • The **minimum** period for public review of the Draft EIS (DEIS) or any supplements is 45
888 days (40 CFR 1506.10 (c) and (d), 516 DM 4.26A).
889 • The **minimum** period between EPA's Federal Register notice and issuing the Record of
890 Decision (ROD) is 30 days (40 CFR 1506.10 (b) (2)).

891 The recommended time line for the process is 30 days between the Notice of Availability and the
892 Public Hearing and 15 days between the Public Hearing and the closing of comments.

893

894 **1.6.2 Record of Decision**

895 The Draft Record of Decision for Reclamation signature will contain:

- 896 • The decision, the alternatives considered, and the preferred alternative from the EIS
897 • The environmentally preferred alternative
898 • The factors considered for each alternative
899 • Whether or not all practicable means to avoid or minimize environmental harm for the
900 alternative selected have been adopted, and if not, why. A summary of environmental
901 commitments may be necessary.
902 • Any monitoring and enforcement program established to ensure that identified mitigation

- 903 measures are accomplished
- 904 • A brief commentary on the Final EIS (FEIS)
 - 905 • An explanation of how the community involvement in the NEPA process may have
 - 906 influenced the final decision.
 - 907 • A statement that there will be no impacts to the Indian Trust Assets (ITAs), or a
 - 908 statement explaining the impacts and any unresolved ITA issues.
- 909

910 ***1.7 Supplemental Environmental Documentation***

911 If a change in environmental status occurs, it must be addressed in subsequent documents. For
912 example, if a new endangered species enters the area, the appearance and effects to a species
913 must be added in subsequent documents.

914 **1.6.3.1** Environmental changes affecting projects being developed under a programmatic EIS
915 will be addressed using a project specific EA/IS with a FONSI or a Categorical Exclusion as
916 appropriate.

917 **1.6.3.2** Environmental changes affecting projects being developed under a project specific
918 environmental document will be addressed in a Letter Supplement discussing the changes,
919 impacts, and mitigation which may be required.

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EXHIBIT C

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EQUAL OPPORTUNITY REQUIREMENTS

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During the performance of this Agreement, the District agrees as follows:

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1. The District will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

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2. The District will, in all solicitations or advertisements for employees placed by or in behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.

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3. The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the District's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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4. The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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5. The District will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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6. In the event of the District's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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989

7. The District will include the provisions of paragraphs 1) through 6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

990 Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions
991 will be binding upon each subcontractor or vendor. The District will take such action with
992 respect to any subcontract or purchase order the United States may direct as a means of enforcing
993 such provisions, including sanctions for noncompliance: provided, however, that in the event the
994 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
995 result of such direction by the United States, the District may request the United States to enter
996 into such litigation to protect the interests of the United States.

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1000 CERTIFICATION OF NONSEGREGATED FACILITIES
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1002 The term segregated facilities means: any waiting rooms, work areas, restrooms and
1003 washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas,
1004 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
1005 facilities provided for employees which are segregated by explicit directive or are in fact
1006 segregated on the basis of race, creed, color, or national origin, because of habitat, local custom,
1007 or otherwise. The District certifies that it does not maintain or provide for its employees any
1008 segregated facilities at any of its establishments, and that it does not and will not permit its
1009 employees to perform their services at any location under its control where segregated facilities
1010 are maintained. The District agrees that a breach of this certification is a violation of the Equal
1011 Opportunity Clause in this contract. The District agrees that (except where it has obtained
1012 identical certification from proposed subcontractors for specific time periods) it will obtain
1013 identical certification from proposed subcontractors prior to the award of subcontractors
1014 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause,
1015 and that it will retain such certification in its files.

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1017 NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
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EXHIBIT D

TITLE VI, CIVIL RIGHTS ACT OF 1964

1. The District agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

2. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District by the United States, this assurance obligates the District; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates the District for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the District for the period during which the Federal financial assistance is extended to it by the United States.

3. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the District by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the District, its successors, transferees, and assignees.

EXHIBIT E

NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

1. Nonexpendable government property is equipment which is complete in itself and does not ordinarily lose its identity or become a component part of another piece of equipment when put into use. Nonexpendable Government property includes the following:

- a. Any single item, having a useful life of 1 year or more, which is acquired at a cost of, or valued at \$5000 or more;
- b. Sensitive items identified in Article 5 below, regardless of acquisition cost;
- c. All office furnishings and furniture.

2. For each item of nonexpendable United States property, the District is required to maintain an individual item record which will adequately satisfy the requirements set forth in Article 17 of this Agreement. In establishing and maintaining control over United States' property, the District will include, at the minimum, the following information in their property accounting system:

- a. Contract number
- b. Name of item
- c. Manufacturer's name
- d. Manufacturer's model number
- e. Manufacturer's serial number
- f. Acquisition document reference and date
- g. Guarantee and warranty lapse date
- h. Location
- i. Unit price

3. Accessory and component equipment that is attached to, part of, or acquired for use with a specific item or equipment must be recorded on the record of the basic item. Any accessory or component item that is not attached to, part of, or acquired for use with a specific item of equipment must be recorded separately. Useable accessory or component items that are permanently removed from items of Government property must also be separately recorded.

4. The unit price of each item of government property must be contained in the District's property control system. The District's quantitative inventory record must contain the unit prices. The supplementary records containing this information must be identified and recognized as a part of the unit price of the item (less discount).

1108 5. Firearms, museum property, motor vehicles and heavy equipment are sensitive items
1109 of nonexpendable property which shall be included in the District's property
1110 accountability system, even if the original acquisition cost is under \$5000.
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EXHIBIT F

RECLAMATION MANUAL
Policy LND P02

Subject: Concessions Management

Purpose: Sets forth the policy for planning, development, management, and operation of concessions at Reclamation projects.

Authority: Reclamation Act of 1902, as amended and supplemented; the Reclamation Project Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.

Contact: Land, Recreation, and Cultural Resources Office, D-5300

1. Concessions Management Policy.

A. **Stewardship.** Reclamation and its Districts will ensure that concessions are planned, developed, and managed to meet public needs, are compatible with the natural and cultural resources, and provide a variety of services which are consistent with authorized project purposes.

B. **Authorization of Concessions.** Based on the principles contained in this policy, Reclamation will authorize concessions which establish or continue to provide necessary and appropriate facilities and services.

2. Definition.

A. **Concession.** A concession is a non-Federal commercial business that supports appropriate public recreation uses and provides facilities, goods, or services for which revenues are collected. A concession involves the use of the Federal estate and usually involves the development of real property improvements.

3. Concessions Principles. The following principles guide the planning, development, and management of concessions:

A. Concessions will provide quality recreation facilities and services accessible to persons with disabilities, and appropriate visitor goods and services at reasonable rates.

B. Concession operations will provide for the protection, conservation, and preservation of natural, historical, and cultural resources.

C. Commercial facilities and services will be planned and developed through a commercial services planning and public involvement process, in cooperation with other public agencies.

1200
1201 D. Concessionaires will be provided with opportunities for a reasonable profit and may
1202 be compensated for Reclamation-approved improvements that will remain the property of
1203 the United States.
1204
1205 E. Reclamation will ensure fair competition in the awarding of concessions contracts and
1206 will not allow preferential rights of renewal.
1207
1208 F. Exclusive use of the Federal estate will not be allowed and existing exclusive use will
1209 be removed as soon as possible.
1210
1211 G. Concessions will comply with applicable Federal, State, and local laws.
1212
1213 **4. Supporting Directives and Standards and Guidelines.** Implementation of the Concessions
1214 Management Policy is accomplished through the use of the Reclamation Manual Directives and
1215 Standards, and Guidelines.
1216 • *Concessions Management by the Bureau of Reclamation, LND 04-01.*
1217 • *Concessions Management by Non-Federal Partners, LND 04-02.*
1218 • *Concessions Management Guidelines.*
1219
1220 (154) 3/4/02
1221 Supersedes (73) 4/3/98
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RECLAMATION MANUAL
Directives and Standards LND 04-02

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Subject: Concessions Management by Non-Federal Partners

Purpose: Establishes minimum approval standards for all new, modified, or renewed non-Federal concession contracts.

Authority: Reclamation Act of 1902, as amended and supplemented; the Reclamation Project Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.

Contact: Land, Recreation, and Cultural Resources Office, D-5300

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1. **Non-Federal Partners.** Reclamation may transfer to non-Federal partners the responsibility to develop and manage public recreation areas and concession services. Transferred areas are managed by a partner under Federal authorities, the partner's authorities, specific contracts, and agreements with Reclamation. Well-planned and -managed concessions on the Federal estate are of mutual interest to Reclamation and its partners. Reclamation is responsible for continuous management oversight of Districts and their concessions operations.

2. **Compliance With Directives and Standards.** New concession contracts issued by Districts must comply with these directives and standards. Existing concession contracts issued by Districts must, at the first opportunity, be brought into compliance with these directives and standards. If a concession contract is amended or terminated because of contract default or for other reasons and a subsequent concession contract is issued by the non-Federal partner, the subsequent concession contract must be in compliance with these directives and standards.

3. **Definitions.**

A. **Concession.** A concession is a non-Federal commercial business that supports appropriate public recreation uses and provides facilities, goods, or services for which revenues are collected. A concession involves the use of the Federal estate and usually involves the development of real property improvements.

B. **Exclusive Use.** Exclusive use is any use that excludes other appropriate public recreation use or users for extended periods of time. Exclusive use includes, but is not limited to, boat docks, cabins, trailers, manufactured or mobile homes, structures, or amenities that are determined by Reclamation to be exclusive use.

C. **Federal Estate.** The Federal land and water areas under the primary jurisdiction of the Department of the Interior, Bureau of Reclamation.

D. **Fixed Assets.** Fixed assets are any structures, fixtures, or capital improvements permanently attached to the Federal estate.

1267

1268 E. **Improvement.** An addition to real property that increases its value or utility or that
1269 enhances its appearance.

1270
1271 F. **Management Agreement.** A management agreement is a binding contract between
1272 Reclamation and a partner to provide public recreation opportunities and concession
1273 services on the Federal estate.

1274
1275 G. **Non-Federal Partner.** A non-Federal partner is a non-Federal public entity that
1276 manages recreation and other resources through a contractual agreement with
1277 Reclamation.

1278
1279 H. **Total Benefits to the Government.** Total benefits include:
1280

1281 (1) **Direct Returns.** These are fees generated by authorized concession contracts
1282 and paid directly to the managing entity or to the United States Treasury.

1283 (2) **Direct Benefits.** These are fees paid into a contractually designated special
1284 account for resource and capital improvements that directly benefit the public in
1285 the area of operations where the fees are collected.

1286 (3) **Indirect Benefits.** These are services performed by the concessionaire that
1287 benefit the public or improvements made to the Federal estate by the
1288 concessionaire.
1289

1290 4. **District Agreements.**

1291
1292 A. **Third-Party Concession Agreements.** Third-party concession agreements are
1293 agreements between the non-Federal District and another entity to provide concession
1294 related services and facilities.
1295

1296 (1) **Agreement Standards.** Any concession contract, including a contract renewal
1297 or modification, issued by the non-Federal District must meet the requirements of
1298 these Concessions Management Directives and Standards.

1299 (2) **Contract Approval.** Before issuing or renewing a non-Federal concession
1300 contract, the contract must be approved by Reclamation.

1301 (3) **Stand In Stead Conditions.** All concession contracts must state that
1302 Reclamation will not stand instead for the District should the management
1303 agreement expire or be terminated. At Reclamation's discretion, Reclamation may
1304 issue a new concession contract that is in compliance with Reclamation Manual
1305 (RM), *Concessions Management by Reclamation*, LND 04-01. Reclamation will
1306 not issue a new contract until all exclusive use has been removed.
1307

1308 B. **Review and Evaluation.** All management agreements will require Reclamation to
1309 conduct annual concession operation reviews and evaluations. Reclamation may also
1310 conduct unplanned reviews, as necessary. If a review identifies operational or
1311 administrative deficiencies in the operation of a concession, a timetable must be
1312 established by the area office to correct these deficiencies.
1313

1314 C. **Exclusive Use.** New, renewed, or modified management agreements and concession
1315 contracts will include clauses that prohibit new exclusive use and require that existing
1316 exclusive use be phased out. When existing concession contracts issued by the partner are
1317 modified or renewed, Reclamation and the partner must establish a timetable in the
1318 concession contract that phases out existing exclusive use before the expiration of the
1319 contract. This timetable must be established before the concession contract is resubmitted
1320 to Reclamation for approval. The concessionaire and a person hired to guard the
1321 concessionaires investment may reside on the Federal estate, with the written approval of
1322 Reclamation.

1323
1324 D. **Disposition of Fees.** Unless State or local laws direct how concession fees paid to the
1325 partner will be used, the following will apply: (1) fees will be returned to the area to
1326 provide for operation, maintenance, and replacement of recreation facilities and new
1327 facility development; (2) any excess fees (profit) will be returned to Reclamation and
1328 disposed of according to RM, *Crediting of Incidental Revenues*, PEC 03-01.

1329
1330 E. **Statistical Data.** Each year, the District will be required to provide Reclamation with
1331 the information specified in Reclamation's Recreation Use Data Report. Other
1332 information may be required, as necessary. This information will provide an accurate
1333 inventory of facilities. The report will also contain other data about the District's
1334 recreation and concession operations on the Federal estate.

1335
1336 5. **Concessions Planning.** Concession development will adhere to the concessions principles
1337 listed in RM, *Concessions Management* (LND P02), will be based on appropriate plans
1338 developed by the partner or Reclamation, and will be approved by the Regional Director or
1339 delegate. Reclamation can provide direction and assistance in the process, as necessary, to
1340 accomplish effective commercial services planning.

1341
1342 6. **Concessions Contracting.** The following items will be addressed in all new and renewed
1343 concessions contracts issued by non-Federal partners.

1344
1345 A. **Sale and Transfer.** The sale and transfer of existing concessions must be approved
1346 according to the management agreement and reported to Reclamation in a timely manner.

1347
1348 B. **Contract Language.** The partner will develop and use contract language that
1349 complies with all applicable Federal laws, rules, regulations, and Executive Orders.
1350 Reclamation can provide examples of standard contract structure and language.

1351
1352 C. **Length of Term.** The term for a concession may not exceed the term of the
1353 management agreement between Reclamation and the partner. In general, terms should
1354 be as short as possible and based on the new investment required as determined by a
1355 financial feasibility evaluation.

1356
1357 D. **Subconcessions.** All subconcessions must meet the terms and conditions of the prime
1358 concession contract. The partner must approve all subconcessions and notify Reclamation
1359 in advance of any authorization that needs Reclamation approval. Generally,

1360 subconcessions are discouraged in order to keep operations under single management.

1361
1362 **E. Concessions Building and Improvement Program.** All designs and construction
1363 must comply with applicable Federal, State, and local environmental and historic
1364 preservation laws and regulations and building code requirements. In areas where no
1365 State or local construction standards exist, Reclamation may provide appropriate
1366 standards. Where required and before construction, building permits must be obtained
1367 from local authorities by the concessionaire. All facilities will be harmonious in form,
1368 line, color, and texture with the surrounding landscape.

1369
1370 **F. Operation and Maintenance Plan.** Concessionaires will prepare an annual operation
1371 and maintenance plan, which must be approved by the partner. The concession contract
1372 must clearly state what the plan will contain. Reclamation can provide examples of such
1373 plans for the partner and the concessionaire.

1374
1375 **G. Reimbursement for Fixed Assets.**

1376
1377 (1) A right to reimbursement may exist when a concessionaire places
1378 Reclamation-approved fixed assets on the Federal estate. Title to fixed assets must
1379 be established in the concession contract. Reimbursement of a concessionaire for
1380 fixed assets is the responsibility of the partner. The method for determining the
1381 amount of reimbursement and the method of payment will be specifically
1382 addressed in the concession contract between the partner and the concessionaire.

1383
1384 (2) In the event the partner's agreement with Reclamation expires or is terminated
1385 without a commitment by both Reclamation and the partner to enter into another
1386 agreement, all the concessionaires' fixed assets and personal property must be
1387 removed from the Federal estate unless Reclamation decides to issue a new
1388 concessions contract and decides to retain the fixed assets. [See paragraph 4A(3).]
1389 The partner will be responsible for ensuring that the concession area is returned in
1390 a condition satisfactory to Reclamation.

1391
1392 (3) It must be clearly stated that no financial obligation or risk will reside in the
1393 Federal Government for reimbursement for fixed assets or personal property as a
1394 result of the partner awarding a concession contract. All new concession contracts
1395 issued by the partner will address rights for reimbursement to the concessionaire
1396 for fixed assets. Interests in a concessionaire's fixed assets may not extend beyond
1397 the term of the management agreement. In addition, the concession contract must
1398 provide appropriate language regarding interests in fixed assets and methods of
1399 reimbursement, if any, to the concessionaire by the partner.

1400
1401 **H. Area of Operation.** Each concession contract will authorize and define only the
1402 physical area necessary to conduct the business activities allowed by the contract.
1403 Concession boundaries must be surveyed by the partner and easily recognizable by the
1404 visiting public.

1405

1406 I. **Additional Facilities or Services.** Any proposal for expansion of facilities or services
1407 must be reviewed by Reclamation and approved by the partner before the expansion takes
1408 place.
1409

1410 J. **Exclusive Use.** The contract must state that no new facility, service, or site determined
1411 by Reclamation to be exclusive use will be allowed. New, renewed, or modified
1412 concession contracts issued by the partner will include clauses that establish a timetable
1413 for phasing out existing exclusive use before the contract expires.
1414

1415 K. **Reclamation Rights.** All concession contracts must be subject to the rights of
1416 Reclamation and its agents to use the subject lands and waters for project purposes.
1417

1418 L. **Termination of Concession Contract.** Concession contracts will acknowledge the
1419 right of Reclamation to terminate, for cause, any concession contract authorized by a
1420 non-Federal partner.
1421

1422 M. **Total Benefits.** The partner will establish and recover fair benefits, including direct
1423 return and direct and indirect benefits, for the uses, rights, and privileges granted by a
1424 concession contract. For disposition of fees, see paragraph 4D.
1425

1426 N. **Rates and Merchandise.** Rates charged by concessionaires for services, food,
1427 lodging, and merchandise will be based on charges for comparable facilities, services,
1428 and merchandise provided by the private sector in similar situations. The partner must
1429 approve the rates requested by concessionaires.
1430

1431 O. **Concessions Safety Program.** Concessionaires are responsible for providing and
1432 ensuring a safe and healthful environment for both the visiting public and employees by
1433 developing, implementing, and administering health, safety, and educational programs to
1434 ensure that concession areas are managed in compliance with Federal, State, and local
1435 laws, rules, and regulations.
1436

1437 P. **Environmental Compliance.** Concession contracts will address all activities with
1438 potential environmental impacts resulting from the release of hazardous materials to the
1439 environment including, but not limited to, the following: pesticides, herbicides, sewage
1440 effluents, petroleum products, and liquid waste (gray water). Concessionaires are
1441 required to follow all applicable Federal, State, and local laws, rules, and regulations
1442 related to hazardous substance use, storage, and disposal. Application for and acquisition
1443 of all required certifications and permits are the responsibility of the concessionaire.
1444

1445 Q. **Food Sanitation.** Concessionaires' food services will comply with Federal, State, and
1446 local food handling and sanitation regulations.
1447

1448 R. **Advertising and Signs.** The Reclamation logo or name, along with the non-Federal
1449 partner logo or name, will be displayed at all concession entrances used by the public.
1450 Outdoor signs or other forms of advertising on the Federal estate must be approved by

1451 Reclamation before they are displayed.
1452

1453 **S. Sale of Personal Property.** The sale of personal property other than the approved
1454 concessions inventory is prohibited on the Federal estate. No party will be permitted to
1455 sell personal property, including vehicles, manufactured or mobile homes, house trailers,
1456 travel trailers, boats, or personal water craft, on the Federal estate.
1457

1458 **T. Utility Services Provided by Reclamation.** The fee charged for utility services
1459 provided by Reclamation will be based on the recovery of full operating and replacement
1460 costs for utility capital investments and comparable utility rates. Utility services include,
1461 but are not limited to, electricity, power, water, waste disposal, gas, and communication
1462 systems.
1463

1464 **U. Insurance Program.** Concessionaires must have and maintain an appropriate
1465 insurance policy that will indemnify the United States and meet applicable State
1466 requirements. All liability policies will provide that the insurance company will have no
1467 right of subrogation against the United States and must provide that the United States is
1468 named as an additional insured. The partner may establish similar requirements itself, but
1469 it must provide Reclamation with a copy of the insurance certificate that identifies the
1470 above conditions.
1471

1472 **V. System of Recordkeeping.** Financial reports and records necessary for management
1473 and oversight of concessions must be maintained and available to the partner and to
1474 Reclamation upon request. At a minimum, each concessionaire will complete
1475 Reclamation's Annual Financial Report form(s).
1476

1477 **7. Concessions Administration.** 1478

1479 **A. Annual Review and Evaluation.** All concession agreements issued by the non-
1480 Federal partner will require Reclamation and the non-Federal partner to conduct annual
1481 concession reviews and evaluations. The review should identify problems, solutions, and
1482 a timetable for resolving the problems in a written report. The non-Federal partner must
1483 ensure that any operational or administrative deficiencies noted by the review are
1484 corrected in accordance with the established timetable.
1485

1486 **B. Nonprofit Organizations.** In certain circumstances, it may be suitable for cooperative
1487 associations or nonprofit organizations to sell goods or provide visitor services to meet
1488 the goals and objectives of both Reclamation and the partner. These associations and
1489 organizations must be approved by the partner if the cooperating association operates
1490 within a concession or elsewhere on the Federal estate. The cooperating association will
1491 be responsible for maintaining its accounting system, and the system cannot be combined
1492 with a concessionaire's annual financial report. Nonprofit organizations will also be given
1493 very clear instructions identifying the type of business they are authorized to conduct and
1494 the types of goods and services they may provide. All organizations must provide written
1495 proof of their nonprofit status to Reclamation and the partner.
1496

1497 **C. Employment of Reclamation Personnel or Family Members⁽¹⁾**. Reclamation
1498 employees or family members may not be owners, partners, board members, corporate
1499 officers, general managers, or employees of any business providing commercial services
1500 on the Federal estate, nor may they have any financial interest in such a company.
1501 Ownership of stock shares traded in a recognized open market is not considered a
1502 financial interest under these directives and standards. Reclamation employees are further
1503 prohibited from using their public office for private or family gain. A Reclamation
1504 employee involved in preparing specifications, awarding a contract, or administering a
1505 concession may not be involved in that activity if the employee or a family member is
1506 involved in any phase or operation of that concession. Any Reclamation employee or
1507 family member responsible for any phase of a concession contract will be excused from
1508 duties related to the concession contract if the employee or a family member is involved
1509 in competing for the contract or if the Reclamation employee may benefit financially
1510 from the awarding of the contract.
1511
1512

1513 ¹Guidance on this issue should be obtained from an ethics counselor in the servicing Reclamation
1514 Personnel/Human Resources Office.
1515

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1518 (159) 4/29/02
1519 Supersedes (74) 4/3/98
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EXHIBIT G

**Department of the Interior
Departmental Manual**

Effective Date: 12/01/95

Series: Intergovernmental Relations

Part 512: American Indian and Alaska Native Programs

Chapter 2: Departmental Responsibilities for Indian Trust Resources

Originating Office: Office of American Indian Trust

512 DM 2

1. **Purpose.** This Chapter establishes the policies, responsibilities, and procedures for operating on a government-to-government basis with federally recognized Indian tribes for the identification, conservation, and protection of American Indian and Alaska Native trust resources to ensure the fulfillment of the Federal Indian Trust Responsibility.

2. **Policy.** It is the policy of the Department of the Interior to recognize and fulfill its legal obligations to identify, protect, and conserve the trust resources of federally recognized Indian tribes and tribal members, and to consult with tribes on a government-to-government basis whenever plans or actions affect tribal trust resources, trust assets, or tribal health and safety.

3. **Responsibilities.**

A. **Heads of bureaus and offices** are responsible for identifying any impact of Departmental plans, projects, programs or activities on Indian trust resources. Department officials shall:

(1) Establish procedures to ensure that the activities of Departmental organizations impacting upon Indian trust resources are explicitly addressed in planning, decision, and operational documents;

(2) Ensure that bureaus and offices consult with the recognized tribal government whose trust resource, asset, or health and safety is potentially affected by the proposed action, plan, or activity;

(3) Remove procedural impediments to working directly and effectively with tribal governments;

(4) Provide drafts of all procedures or amendments to procedures developed pursuant to this Chapter to the Office of American Indian Trust for review and comment; and,

1588
1589 (5) Designate a senior staff member to serve as liaison between the bureau or office and the
1590 Office of American Indian Trust.
1591

1592 **B. Office of American Indian Trust** is responsible for ensuring compliance with the
1593 procedures and requirements under this Chapter. The Office of American Indian Trust will serve
1594 as the Department's liaison and initial point of contact on all matters arising under this Chapter.
1595 All procedures and amendments to procedures shall be submitted by Departmental bureaus and
1596 offices to the Office of American Indian Trust for review and comment. After such review and
1597 comment, the procedures and amendments to procedures will be transmitted to the Assistant
1598 Secretary - Indian Affairs for final approval.
1599

1600 **C. Assistant Secretary - Indian Affairs** is responsible for approving bureau and office
1601 procedures, or amendments thereto, developed pursuant to this Chapter.
1602

1603 **4. Procedures.**
1604

1605 **A. Reports.** As part of the planning process, each bureau and office must identify any
1606 potential effects on Indian trust resources. Any effect must be explicitly addressed in the
1607 planning/decision documents, including, but not limited to, Environmental Assessments,
1608 Environmental Impact Statements, and/or Management Plans prepared for the project or activity.
1609 The documentation shall:
1610

1611 (1) Clearly state the rationale for the recommended decision; and
1612

1613 (2) Explain how the decision will be consistent with the Department's trust responsibility.
1614

1615 **B. Consultation.** In the event an evaluation reveals any impacts on Indian trust resources,
1616 trust assets, or tribal health and safety, bureaus and offices must consult with the affected
1617 recognized tribal government(s), the appropriate office(s) of the Bureau of Indian Affairs, the
1618 Office of the Solicitor, and the Office of American Indian Trust. Each bureau and office within
1619 the Department shall be open and candid with tribal government(s) during consultations so that
1620 the affected tribe(s) may fully evaluate the potential impact of the proposal on trust resources and
1621 the affected bureau(s) or office(s), as trustee, may fully incorporate tribal views in its decision-
1622 making processes. These consultations, whether initiated by the tribe or the Department, shall be
1623 respectful of tribal sovereignty. Information received shall be deemed confidential, unless
1624 otherwise provided by applicable law, regulations, or Administration policy, if disclosure would
1625 negatively impact upon a trust resource or compromise the trustee's legal position in anticipation
1626 of or during administrative proceedings or litigation on behalf of tribal government(s).
1627

1628 12/01/95 #3049

1629 Replaces 05/23/95 #3040
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1632
1633

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: September 20, 2011
TO: Board of Directors
FROM: General Manager, Steve Wickstrum

Re: Report to the Board of Directors – Dog Bite Incident – Lake Casitas Recreation Area

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND:

The purpose of this report to the Board of Directors is to answer several questions, a request for a full report by the Directors, and to provide an understanding of the direction management and staff are pursuing as a result of a dog bite to an employee incident that occurred on August 4, 2011, at approximately 10:30 AM.

Accompanying this report is an Incident Report Summary (IRS) that was prepared by the District's Safety Officer. The IRS provides an incident summary, analysis summary and recommendations. This report to the Board of Directors will not tread over the IRS, but rather supplement to answer the questions of the Directors. At this time, the recommendations that are provided in the IRS are currently under review and application where deemed appropriate.

This report and the IRS have been prepared with consideration to employee privacy rights such as that provided by the Health Insurance Portability and Accountability Act of 1996 (HIPPA). It is respectfully requested that any discussion resulting from this report also comply with all privacy rights provided by law.

The following is a response to the questions asked of the General Manager by the Board of Directors:

- 1) Entrance by park visitor without payment or checking into Site A-1.
Director Word had posed this question to PSM Carol Belser during the meeting of August 10, 2011. At that time that the question was asked by Director Word, PSM Belser had no first hand knowledge of any irregularity in the issuance of camping access to owners of the dog. After further review by PSM Belser, it was determined that the camper access had been allowed by staff at approximately 8:38 PM and fees for campsite A-1 had been collected by staff. It was determined that staff was not aware at the time of entry that there was a dog in the vehicle and did not collect the fee for the dog.
- 2) Communication Devices.
During the Executive Committee meeting of August 17, 2011, Director Kaiser posed several questions concerning his observations and experience during the emergency response, particularly in having difficulties with the communication devices that were on the scene of the incident. It should be noted that Director Kaiser was camping at the campsite that is adjacent to the incident location and was first to assist with first aid.

From interviews of the injured employee and a park volunteer that was on site during the incident, it appears that the injured employee attempted to contact Control 2 using the Nextel cell phone direct-connect feature, but the APSO could not do so by only using one

hand, then asking the park volunteer to make the call. The park volunteer first called 911, recognizing that a location is not identified in the 911 call, he ended the 911 call and then called PSO Faddis directly for assistance. Staff immediately travelled to the incident site, accompanied by many other responders from County Fire, Animal Control, and the State Department of Fish and Game.

The LCRA staff are equipped with cellphones, most of which have the Nextel direct-connect feature and are programmed with the phone numbers of staff. Staff are responsible for the care and condition of the cellphones as a piece of equipment used on a daily basis.

The other communication concern that was expressed by Director Kaiser was an inoperative truck radio. During the Executive Committee meeting, the General Manager was aware of a requisition to purchase new truck radios and base station and communicated this understanding to the Committee. After further review, it was understood from staff that the truck power needed to be on for the radio to be operable. The APSO's truck was parked near the incident in a power-off status. Anyone not aware of the need for a power-on status for the radio to operate could assume that the truck radio was inoperative. This information was provided during the September 15th Executive Committee meeting.

3) First Aid Pack Identification.

During the Executive Committee meeting of August 17, 2011, Director Kaiser stated that he had difficulty locating emergency medical supplies in the APSO's truck. According to staff, Unit 26 was properly equipped with emergency supplies at the time of the incident. The equipment consisted of a new, bright safety orange backpack with medical supplies. In fact, the emergency packs had just been replaced and staff had been trained as first responders and the use of the emergency packs within two weeks prior to this incident.

During the Executive Committee meeting, Director Kaiser suggested that the packs be marked with an appropriate emergency medical identification symbol or "First Aid" label. This suggestion has been provided to staff.

During the discussions of the Executive Committee, Director Baggerly asked about policy and procedure for staff to enforce dog control rules at the Recreation Area. Staff have the authority to apply animal control rules and leash requirements. Often it is a matter of staff identifying or being notified that there is a loose dog, giving first notice, and then a follow up by staff to assure that the public abides by the rules. There are many daily demands of our staff that require prioritization and appropriate response, often at a moments notice. Staff strives to address all demands at all times.

Another area for improvement is in providing notice to the public of the Park rules. There are many rules at the Park, but two rules seem to be the most common occurrence – body contact with the lake water and dogs off of leash. We have improved notice on the body contact issue by signage at the popular lakeside areas. The General Manager discussed this issue with PSM Belser and during the Labor Day weekend of 2011, staff provided each Park entrant with a written (bi-lingual) notice of leash rules. This action should continue at the entrance gate of the park.

CONCLUSION:

The threat of a dog bite is a hazard to most of our employees, Lake Casitas Recreation Area and Water alike. From this incident, it is desired to learn from any deficiencies and make corrections to prevent such an incident. The District is in the process of review, evaluation and implementation of the appropriate recommendations that are provided in the IRS.



**-Incident Report Summary
-Analysis
-Recommendations**

Incident/Injury Dog bite to employee.

Date/Time of incident: Thursday August 4th, 2011 @ approximately 10:30am
Times listed in this document are approximate.

Incident Summary:

Events leading to incident: Thursday morning (10:20am) APSO was assisting with the loading of aluminum boats recently purchased by a member of the public from the boat storage area near campsite A1.

A camper in A-2 saw APSO and relayed a concern of loud campers in campground A-1 and a dog off-leash from the previous night.

APSO spotted the dog that the camper mentioned, a large German shepherd, hereafter referred to as "the dog", off-leash and walking in the vicinity of the aluminum boat storage area. According to APSO the dog was not displaying outward signs of aggression or odd behavior. APSO then approached two young men at campsite A1 that the camper had identified as people associated with the dog.

Onset of incident: APSO asked the young men to secure the dog. APSO stated that shortly after the request to secure dog, while walking away from camp A1 at approximately 10:30 am, the dog attacked him from behind biting and tearing at his right hand. The attack was unforeseen and unprovoked according to APSO.

The dog was pulled off of APSO by A1 campers and the dog was placed in trailer at A1 campsite.

Events Immediately after the incident: APSO stated, "I've been bit" while applying pressure to his forearm. The camper from campsite A-2 and a Casitas volunteer assisted APSO by rendering first aid from equipment stored in the District vehicle. (latex gloves/bandages)

An attempt was made by APSO to contact the front gate: the call was abandoned after two rings. As APSO was calling the front gate Casitas volunteer called 9-1-1. Immediately after the volunteer called 9-1-1 he called PSO 569.

Park Services Officers and 9-1-1 personnel arrived at the scene at approximately the same time: 10:40am, to treat the injured APSO.

Sheriff's deputies arrived on site at 10:49am. Ventura County Animal Control Officer Bob Wisma arrived on scene at approximately 10:50am.

The dog was placed in the trailer at campsite A1. One of the dog's caretakers requested to check on the dog. The Sheriff's Deputy and PSO 39 advised that the dog not be let out. When the dog's caretaker exited from the trailer the dog bolted out of the trailer unsecured. The deputy was prepared to use force in case of another attack. The dog was secured without incident and transported for quarantine by Animal Services Officer Wisma.

APSO was transported by ambulance to the Ojai Community hospital at 10:56am for further medical care. Bloodborne Pathogen waste was disposed of by County Fire personnel.

Park staff started an internal investigation and report immediately following the attack.

Analysis Summary:

(This analysis is a review of information obtained from interviews with the victim of the dog bite, individuals nearby at the time of the incident and with Park Management and staff. The following is not an attempt to place blame, rather to identify the causal factors that contributed to the incident and, in the recommendations section, to offer suggestions to minimize the likelihood of re-occurrence.)

Causes: -Campers allowing their dog to be off leash in campground. (First noticed Wednesday evening and again Thursday morning by camper in campsite A-2 who notified APSO Thursday morning)

-Dog owner did not declare they were bringing a dog into the campground.

Contributing: -APSO lost visual contact and was unaware of the dog's location.

Factor:

Recommendations:

1. Managers and Supervisors meet with employees at-risk to animal attacks and re-emphasize existing Animal Control guidelines. Focusing on preventive measures:
 - Maintain safe distance from animal. Staying in vehicle if one is available.
 - Maintain visual contact with animal at all times.
 - Use a barrier (clipboard, meter wand, flashlight, vehicle cab) if attack is imminent.
 - Contacting Ventura County Animal Control and other agencies if needed in emergency situations.
2. Review of current Animal Control Policy by GM and Park Manager.
 - Safety Committee will offer suggestions to consider for reducing likelihood of re-occurrence to present to the staff committee in September 2011 or as directed by General Manager.

Suggestions to be analyzed:

- Additional training and awareness of animal related encounters. Outside resources should be considered.
- Barriers ("avoidance gear") for at-risk employees to use when faced with an animal attack. (bite sticks, flashlights, umbrellas)

-A well-thought out plan detailing the pros and cons as well as potential liabilities with each suggestion.

-Benchmark study of how other agencies/campgrounds train/equip their employees for prevention of animal encounters.

3. Staff committee to review safety committee and Park Manager suggestions.

4. Revise current Animal Control policy to be consistent with the format of existing CMWD policies, detailing procedures of how to deal with an animal encounter. (Dogs, snakes etc);

-Inform employees of the new policy.

-Include training to at-risk employees.

-Post the new policy on the U: drive and in department policy binders for easy access.

5. Conduct annual training and evaluate effectiveness of the revised policy.

6. Additional training may be required for utility and park employees. Focusing on animal behavior, site evaluation, and customer communication skills.

Suggestions to Park Manager:

--. Review/confirm effectiveness of procedures of gate staff for animals entering the park.

--. Evaluate the "dogs off-leash" policy effectiveness. (consider more stringent enforcement.)

--. Expand communication of dog on-leash requirement. (Signage, employee/host communications to Park staff of dogs off-leash incidents; programming Animal Control and other emergency numbers in employee cell phones for quick access in case of emergency.)

CMWD policies impacted by this incident:

-Animal Control

-Bloodborne pathogens

-Park entrance fees (dog permit)

-Dog / Leash requirement

**Casitas Municipal Water District
Animal Policy**

To ensure a safe working environment, Casitas employees shall be prohibited from rescuing any domestic or wild animals on District owned or controlled property. Employees are directed to make contact with the Ventura County Animal Control, Humane Society, Department of Fish & Game or Ojai Raptor Society for any such rescues.

Ventura County Animal Control	388-4341
Ventura Humane Society	646-6505
Department of Fish & Game	525-1418
Ojai Raptor Society	667-4727

Should it become necessary to intervene in a case where an animal or insect has jeopardized the immediate safety of an employee or customer, the employee shall not become involved unless both of the following has taken place:

- All contacted outside agencies are unable to respond in a timely manner
- The employee has received specific training on an annual basis on handling the particular animal or insect from Animal Control, DFG or the Ojai Raptor Society

Examples of the above situation include but are not limited to; snakes in a campsite and bees or yellow jackets in a work or customer area.

Further, animals are not to be released into the wild on Casitas property. If the removal of an animal carcass from a roadway, canal, fish passage facility, Lake Casitas or other areas within the District becomes necessary, employees are to take every precaution to prevent a personal injury by utilizing proper lifting or other safety techniques or equipment as may be necessary.

latimes.com/news/local/la-me-dam-scissors-20110919,0,947381.story

latimes.com

On a divisive dam, a snippy bit of graffiti

An anonymous band of artists paints a huge pair of scissors and a long dotted line on obsolete Matilija Dam near Ojai. The message? Tear the thing down already.

By Steve Chawkins, Los Angeles Times

September 19, 2011

If life imitated art, it would be a simple matter to follow the dotted line and snip a 200-foot dam near Ojai off the face of the earth.

For years, an alliance of environmentalists, fishermen, surfers and officials from every level of government has called for demolishing the obsolete structure.

Now, an anonymous band of artists has weighed in, apparently rappelling down the dam's face to paint a huge pair of scissors and a long dotted line. The carefully planned work popped up last week and is, no doubt, Ventura County's most environmentally correct graffiti by a dam site.

"Everyone I've talked to has really enjoyed it," said Jeff Pratt, Ventura County's public works director. "It sends a good message."

That message? Tear the thing down already.

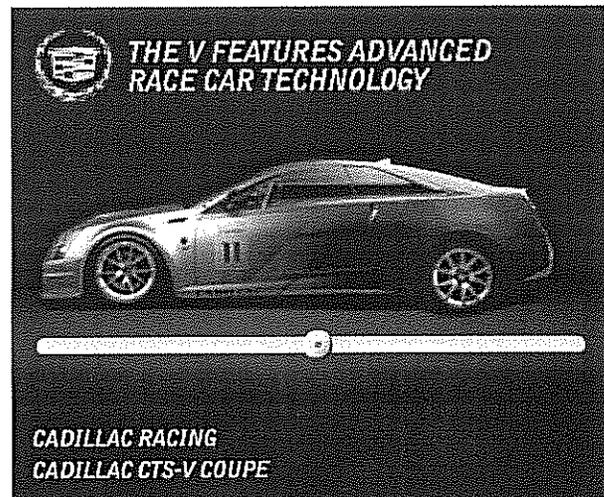
Matilija Dam was built in 1947 for flood control and water storage. But officials say it was flawed from the outset. For decades, it's been holding back silt as much as water, depriving beaches 17 miles downstream of the sand they need to replenish themselves. It's also been deemed a huge obstacle for steelhead trout, an endangered species that was once a trophy fish luring anglers from across the country.

Officials say they don't know who painted the shears, and they're careful to note that such acts — even in the name of art — are illegal and dangerous. The dam is challenging enough that rescue squads use it for climbing practice, pounding in metal anchors that may have aided the scissors hands.

But even if the painting is no more legal than garden-variety graffiti, some say it speaks to the takedown's glacial pace.

"We've studied this to death and talked about it forever," said Paul Jenkin of the Matilija Coalition, an alliance of community groups pushing for the dam's removal. "There's very strong support from the community, and that's part of what we're seeing with the graffiti."

advertisement



Coincidentally, environmentalists, county officials, the Army Corps of Engineers and others concerned about Matilija met on Wednesday — the morning a story about the mystery shears appeared on the front page of the Ventura County Star.

The group is facing obstacles comparable to those of the steelhead trout: Six million cubic yards of silt, an earthquake fault, and costs estimated at more than \$140 million. In better times, federal funding seemed close at hand — but now, not so much.

The current plan is ambitious enough: Take pressure off the aging structure by chopping 20 feet off the top and allowing more sediment to wash downstream.

Meanwhile, the artwork will stay in place.

"It's certainly raised awareness," Pratt said.

steve.chawkins@latimes.com

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Judge throws out parts of plan for fish species

By Gosia Wozniacka

Associated Press

FRESNO — A federal judge on Tuesday threw out parts of a management plan to protect endangered salmon, steelhead and other species from large water pumps in the Sacramento-San Joaquin Delta that move water to farms and cities.

U.S. District Judge Oliver Wanger invalidated parts of the U.S. National Marine Fisheries Service's so-called biological opinion, calling the plan "arbitrary, capricious, and unlawful."

Wanger still held that pumping operations negatively impact the fish and adversely modify their critical habitat, but his decision means the agency will rewrite its plan again.

In the 279-page decision, Wanger wrote that some of the agency's analyses relied on "equivocal or bad science" and didn't clearly demonstrate why the measures it imposed were essential.

Wanger threw out the previous salmon and steelhead management plan in 2008.

GSWC to host water meeting

Logan Hall

logan@ojaivalleynews.com

Golden State Water Company has scheduled a public hearing for Sept. 27 at 6 p.m. at Nordhoff High School to discuss the California Urban Water Management Planning Act.

In a notice from GSWC, the company explains that it will be discussing the UWMP report and soliciting comments from the public regarding the plan. The notice states that the "discussion will be limited to the Ojai water system's UWMP."

The plan coincides with the Water Conservation Act of 2009 and will lay out the ways that the company can help the state achieve a 20 percent reduction in urban per capita water use by Dec. 31, 2020. According to plan documents, "Urban water suppliers with more than 3,000 service connections ... are required to submit a UWMP every five years to the California Department of Water Resources."

Although Golden State has about 2,900 Ojai customers, the company decided to move ahead with the plan even though it isn't required by state law. "It's a good way for us to learn more about Ojai's water use," said GSWC spokesman

John Dewey. "Ojai was under the requirements but it was close, so we're doing an UWMP."

The notice of the public hearing was sent to the city of Ojai after GSWC coastal district manager Ken Petersen addressed the Ojai City Council at the regular council meeting on Sept. 13. Petersen, who greeted the council and Mayor Carol Smith without acknowledging the presence of the public, paraphrased a letter he submitted to the council regarding Ojai Friends of Locally Owned Water's proposal for a takeover of GSWC's Ojai service by Casitas Municipal Water District through eminent domain.

"It should be understood that our water system is not for sale," said Petersen, reading from his letter, "and any effort to condemn the Ojai water system will result in a lengthy, costly and unnecessarily divisive legal process."

Petersen's letter also cautions ratepayers against the accuracy of Ojai F.L.O.W.'s conclusions. "Ojai F.L.O.W. has provided you with a fatally-flawed 'study' in an attempt to garner support from the city council."

The letter was accompanied by a list of GSWC's reasons that

GSWC:

Continued from Page A1

attempt to disprove F.L.O.W.'s analysis. One point on Golden State's list reads, "The report grossly underestimates the fair market value of Golden State's Ojai system ... The document makes no attempt to follow (or even recognize) generally accepted appraisal standards."

Robert Sprowls, president and CEO of Golden State's parent company, American States Water Company, echoed the points made by Petersen's letter to the City Council. A copy of a separate letter

Ojai Valley News • Friday, Sept. 23, 2011 A3

sent by Sprowls to GSWC customers in Ojai, was given to the OVN by F.L.O.W. representative Pat McPherson.

In the letter Sprowls, whose total annual compensation exceeds \$1 million according to Forbes.com, states, "Ultimately, despite much fanfare, there is no justification for Casitas to expose customers to a multimillion-dollar eminent domain process."

F.L.O.W. has been actively protesting Golden State's rising water rates and has sent protest letters to the California Public Utilities Commission and several

state and local government officials. "We sent about 2,000 pages of paper to the PUC," said F.L.O.W. representative Richard Hajas in a press release last month, "including copies of all of our petitions, and we copied Governor Brown, State Senator Strickland and (Ventura County) Supervisor Steve Bennett."

Golden State has filed for rate increases that will total 25 percent by 2015 for its Ojai customers.

Go to gswater.com/csa_home/pages/documents/OjaiUWMPPlan.pdf to view a PDF of GSWC's Urban Water Management Plan.

See GSWC, Page A3

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
09/23/11**

Type of Invest	Institution	CUSIP	Date of Maturity	Amount of Deposit	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity	Weighed Average Days to Maturity
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$741,972	3.125%	07/01/10	5.86%	800	47
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$754,796	2.875%	07/01/10	5.96%	1339	80
*TB	Federal Home Loan Bank	3133XWW470	03/09/12	\$707,315	\$703,164	1.125%	06/30/10	5.55%	166	9
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$807,683	\$809,655	4.750%	07/19/10	6.39%	1494	96
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$723,188	\$702,891	2.125%	09/20/11	5.55%	1797	100
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$752,850	4.125%	07/01/10	5.94%	724	43
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$747,978	3.000%	07/01/10	5.91%	1025	61
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$713,027	2.125%	06/30/10	5.63%	358	20
*TB	Federal Home Loan MTG Corp	3137EACF40	12/15/11	\$706,398	\$701,631	1.125%	06/30/10	5.54%	82	5
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$751,548	3.000%	07/01/10	5.93%	1073	64
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,177,016	1.375%	07/06/10	9.29%	2452	228
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$719,467	1.500%	04/01/10	5.68%	818	46
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$738,283	2.125%	07/01/10	5.83%	1147	67
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$708,036	1.125%	06/30/10	5.59%	442	25
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,180,251	1.375%	07/01/10	9.32%	2992	279
*TB	US Treasury Notes	912828ML10	12/31/11	\$707,191	\$701,806	1.000%	06/30/10	5.54%	98	5
	Accrued Interest			\$58,062	\$60,044					
	Total in Gov't Sec. (11-00-1055-00&1065)			\$12,385,710	\$12,664,415			85.51%		
*CD	CD -			\$0	\$0	0.000%		0.00%		
	Total Certificates of Deposit: (11.13506)			\$0	\$0			0.00%		
**	LAIF as of: (11-00-1050-00)		N/A	\$441	\$441	0.40%	Estimated	0.00%		
***	COVI as of: (11-00-1060-00)		N/A	\$2,146,272	\$2,146,272	0.80%	Estimated	14.49%		
	TOTAL FUNDS INVESTED			\$14,532,423	\$14,811,128			100.00%		
	Total Funds Invested last report			\$14,535,552	\$14,839,628					
	Total Funds Invested 1 Yr. Ago			\$14,645,946	\$14,645,946					
****	CASH IN BANK (11-00-1000-00) EST			\$2,994,370	\$2,994,370					
	CASH IN Western Asset Money Marke			\$32,145	\$32,145	0.010%				
	CASH IN PIMMA Money Marke			\$500,957	\$500,957					
	TOTAL CASH & INVESTMENTS			\$18,059,895	\$18,338,600					
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$14,692,236	\$14,692,236					

- *CD CD - Certificate of Deposit
- *TB TB - Federal Treasury Bonds or Bills
- ** Local Agency Investment Fund
- *** County of Ventura Investment Fund
- Estimated interest rate, actual not due at present time.
- **** Cash in bank

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.
All investments were made in accordance with the Treasurer's annual statement of investment policy.