

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
March 28, 2012
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 March 14, 2012 Board Meeting.
 - b. Recommend approval of a Temporary Water Service for 30 months to Granite Construction Company for major road construction project on State Highway 101 near La Conchita.
 - c. Resolution designating specific staff for the purposes of communication and to sign contract amendments for the grant from the Department of Boating and Waterways for the three floating restrooms at Lake Casitas Recreation Area.
 - d. Recommend appointing the Accounting Manager as the District's representative on the Redevelopment Agency Oversight Board.

RECOMMENDED ACTION: Adopt Consent Agenda

5. Bills
6. Committee/Manager Reports
 - a. Finance Committee Minutes

- b. Water Resources Committee Minutes
- 7. Discussion and possible resolution authorizing a side letter agreement to recently adopted MOU's with SEIU represented employees regarding Article 16, paragraph B of the article entitled Holidays.

RECOMMENDED ACTION: Adopt Resolution

- 8. Resolution awarding a Twenty Five Year Concession Agreement to Lake Casitas Marina, Inc. Gary Wolfe, President to provide Marina Concession Services.

RECOMMENDED ACTION: Adopt Resolution

- 9. Recommend Acceptance of the Proposal and Entering into an Agreement with AE Group Mechanical Engineers in an amount not to exceed \$59,500 to prepare plans and specifications to replace the Heating, Ventilation and Air Conditioning and lighting systems in the Casitas Municipal District office building.

RECOMMENDED ACTION: Motion Approving Recommendation

- 10. Information Items:

- a. Recreation Area report for February, 2012.
- b. Legislative Update.
- c. California Water Law & Policy Conference April 19 – 20 in San Francisco.
- d. Investment Report.

- 11. Closed Session

- a. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).
- b. Public Employee Performance Evaluation (Govt. Code Sec. 54957)
Title: General Manager

- 12. Discussion and possible recommendation for approval of modification to the General Manager's compensation.

- 13. 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
March 14, 2012

A meeting of the Board of Directors was held March 14, 2012 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were three staff members and three members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments

None

2. General Manager comments.

Mr. Wickstrum reported that the Voice house is being taken care of by the Fire Department and the Bureau of Reclamation is also viewing the procedure. Mr. Wickstrum suggested late next week as a time to take a field trip to view the Rincon 2(M) job site. They will meet at the District at 1:00 on Friday. Mr. Wickstrum also reported that the Santa Ana main extension was severed last week and now two long, dead-end laterals are out of the system.

3. Board of Director comments.

President Baggerly suggested if we are going to utilize the monthly cost report for the lawsuit, fisheries and Robles we should post some of the less pertinent information on our web site about what we are doing. If we could do some photo documentation it would not be too cumbersome. Look at photos of the estuary, impediments, Robles and Matilija pools.

4. Consent Agenda

ADOPTED

- a. Minutes of the February 22, 2012 Board Meeting.
- b. Resolution awarding a contract for LCRA Lazy River Repairs Specification 12-352 to Industrial Coating & Restoration, Inc. in the amount of \$69,498.00.

The Consent Agenda was offered by Director Kaiser, seconded by Director Bergen and passed by the following roll call vote:

AYES:	Directors:	Kaiser, Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 12-10.

5. Bills

APPROVED

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

6. Committee/Manager Reports APPROVED FOR FILING
- a. Executive Committee Minutes
 - b. Recreation Committee Minutes

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

7. Discussion and direction regarding possible addendum to recently adopted MOU's with SEIU represented employees regarding the Holiday policy. DIRECTION TO STAFF

Ms. Vieira explained that the MOU's were adopted with the holiday language that has previously existed at the district. The language states that any day declared by the President or the Governor as a holiday shall be observed as a Casitas holiday. The district has not observed Cesar Chavez Day. It was never the intent of the District to add to the number of holidays. Shortly following the adoption of the MOU's the question of holidays was brought up. It was never the intent from the District during negotiations to increase the holidays. President Baggerly added the language in the MOU says what it says.

Director Kaiser added every one negotiated in good faith. This list was carry over from previous contracts. There weren't minutes taken of the meetings to refer back to. Intent does play into it.

John Parlee addressed the board stating I elected to take time off to talk to you and am representing some of our employees. Our part of it was the statement was in there for a long time. The previous administration said if anyone had taken Cesar Chavez day off it would be job abandonment and there would be reprimand for that. No one said anything about it and thought that would not happen anymore. We want to be able to have it this year and next year as the proper thing to do. We wanted to voice our opinion and I don't think there was any mal intent.

Director Bergen added she did not hear anything about an attitude of job abandonment or that approach in this negotiation. My understanding is that agreement on the status quos on holidays was where we were headed. Mr. Parlee said that meant to us it was represented as it was stated when John Johnson did not represent that. I started working here about eight years ago. I felt we should get that holiday and employees felt they should get it but John made that his edict. Director Kaiser added previous to this contract it was not an identified day you would have off. He asked if Mr. Parlee was a negotiator and the answer was no.

Danny Carrillo, Worksite Organizer for local 721 and explained he held second chair at the negotiating table. When Mr. Johnson was here, this wasn't the only thing the union considered. John used job abandonment maybe he threatened some other kind of threat. I was at the tail end of Mr. Johnson's administration. The contract was in place. Let me remind you that if some of you recall, you passed a handbook and it was rescinded because he didn't meet and confer. Rebekah will confirm that there was not a lot of discussion about the holidays. The intent and goal of both sides was to put together a comprehensive MOU. The holiday article was brought in its present form. I was not at every session but there was little discussion. Since the MOU's were handed out this was brought to my and Rebekah's attention. We had a meeting and had discussion on this. The position of union is we feel that for the next year and half the contract is in place that we get the holiday and we will take it up in the next negotiation if it goes away or what have you. Columbus Day and Lincoln's birthday were given up for the day after Thanksgiving and Christmas Eve. If you do not recognize the holiday, if employees take the day off we protect them and there is no discipline and they are not harmed in any way.

Director Kaiser asked about other holidays. Mr. Carrillo replied the only day in question is Cesar Chavez Day. President Baggerly asked if you are willing to wait for the next negotiation. Mr. Carrillo said the members want to get that holiday. Director Hicks stated I don't see another holiday coming from me. Director Bergen added the language was the way it is. There is ambiguity there. It could be opened up even wider. The understanding was there what was being negotiated. We don't want to open the entire contract. President Baggerly added Pete's comment is relative. There are other Federal holidays we don't do here at Casitas. We need to highlight this for upcoming negotiations. We do have a problem here. Mr. Carrillo explained this would be a side letter that addresses just this article. For the current term of contract the district would recognize Cesar Chavez. Director Kaiser expressed concern about trade offs during the course of negotiation and any other ambiguity construed by semantics. Director Word added if it is granted now it would be considered a take away at the next negotiation.

Director Kaiser added as he requested at the personnel committee, he would like to see information from both sides so the Board can make a decision and deliberate all information they want to provide us, not just verbal. He suggested bringing this back. Mr. Wickstrum added the day they are looking at is March 31st. Mr. Carrillo had the idea of a side letter for the next two Cesar Chavez days. In future negotiations Cesar Chavez day may or may not stick and we will work on language that in other MOU's that would leave that discretion at the Board's hands rather than the present language. We could develop a side letter and bring it to you on March 28th. There is ambiguity with existing language. It results in something that Danny mentioned. To ignore it creates another issue. We want to move beyond that. The point is when we get to March 31st how do I work with my employees regarding that day off. Do I use John's language and end up with a bigger problem? We could incur additional expenses if we are required to go into a legal issue over one holiday. Director Word added one of

the early things we looked at was how many holidays we granted. It is very competitive in paid holidays I think we should stick with it. You are not granting it for a year or year and half.

President Baggerly added I see the language as unambiguous. If we don't find a way in this side letter to deal with this language and the union, we may be in breach. Numerous holidays that could be the subject of negotiation. John Mathews expressed caution in adopting for a two year period and stated he is not a labor attorney.

Mr. Carrillo disagreed with some of the comments about the holiday continuing in perpetuity. The side letter could exclude other holidays and state Cesar Chavez day is observed for the next two years. We would be willing to work with that.

President Baggerly added I am sure I don't know what our employees or the union representative minds were. I know what I perceive the language to be. He asked if there was consensus for a side letter. The board all stated no except for President Baggerly.

Ms. Bergen said I can't see doing it. The only way is to have a labor attorney involved to work with our language. President Baggerly asked if you have a suggestion for what Steve should do with his employees. Director Word stated he assumes if an employee took it off it would be without pay. Director Kaiser said they could use a floating holiday or vacation. Mr. Wickstrum stated they could take a day off with prior approval by applying a vacation or leave slip. We no longer have floating holidays. President Baggerly asked if you could offer for an employee to trade one holiday for another. Mr. Wickstrum explained that is not provided for in the MOU.

Mr. Wickstrum suggested considering the side letter and we provide the language at this time so it is not ambiguous. Director Kaiser said the GM brings up a good point. This issue can still present itself at the next holiday. Director Hicks added I don't get the degree of urgency; they have not had that day off. Mr. Wickstrum stated past practice is that we work on Cesar Chavez day with the current holiday language. Director Kaiser asked if he remembered John saying it was job abandonment. Mr. Wickstrum replied he was not part of the union that was asking for those things.

Mr. Wickstrum asked if he could put something together to bring to you at the next meeting. Give us a chance to bring something to the board for consideration. Think about the ramifications of this. The language does not allow any discretion. Director Kaiser was reserved about any other issues in the contract that can be opened in the contract. Mr. Carrillo replied that any contract is subject to interpretation and there are no other outstanding items we have at this time.

President Baggerly gave direction to staff to bring back a side letter to the next meeting.

8. Redistricting

- a. Recommend passing a motion that the populations of the divisions are sufficiently different, based on the 2010 Census, to require a change in division boundaries based on the current populations of the division. APPROVED

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

- b. Resolution changing the boundaries of the divisions and requesting the Elections Division at the County of Ventura to implement the new division boundaries before the November 2012 election. ADOPTED

The resolution was offered by Director Word, seconded by Director Hicks and passed by the following roll call vote:

AYES:	Directors:	Kaiser, Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 12-11.

9. Recommend approval of a letter to CPUC regarding the Public Notice for GSWC Application No. 11-07-017. APPROVED

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

10. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Letter from Tessa Roper regarding Golden State Water Company public comment to CPUC.
- c. News Articles.
- d. Investment Report.

President Baggerly moved the meeting to closed session at 3:57 p.m. with Mr. Mathews stating the closed session is conference with general counsel and special counsel regarding anticipated litigation.

11. Closed Session

- a. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).

President Baggerly moved the meeting out of closed session at 5:49 p.m. with Mr. Mathews stating the Board met with general counsel and special counsel discussing the anticipated litigation item and the board directed special counsel to provide some additional information.

12. Adjournment

President Baggerly adjourned the meeting at 5:50 p.m.

Bill Hicks, Secretary

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 20, 2012

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Temporary Water Service – Request for 30-Month Time – Granite Construction Company

RECOMMENDATION:

It is recommended that the Board of Directors approve the request for a 30-month time period for temporary water service for the construction purposes of Granite Construction Company (Granite).

BACKGROUND AND OVERVIEW:

On February 15, 2012, Granite applied for and was issued a temporary water service by the District for a major road construction project on State Highway 101 near La Conchita. Granite desires to have the temporary water service for the duration of the 30-month project. The primary use of the water is for dust control and road bed compaction. The request letter from Granite and the application for service is attached to this memo for information.

The District Rates and Regulation for Water Service provides the conditions for temporary water service. Temporary water service is provided at the sole discretion of the District and where it has been determined that temporary water service is more appropriate than establishing a permanent water service. Temporary water service is limited to a maximum period of six months unless otherwise approved by the Board of Directors for a longer period of time.

The temporary water service is appropriate for this project. Once the project is completed, there is no further need for the water service. The 30-month period does require Board of Directors approval. The time period appears to be reasonable in considering the scope of work to be performed by Granite.

All other conditions for temporary water service shall continue as provide for in the Casitas Rates and Regulations for Water Service.

CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memo

DATE: March 22, 2012

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

SUBJECT: **SS Relief Floating Restroom Operation & Maintenance Grant from California Department of Boating & Waterways (DWB) – Designation of Staff**

RECOMMENDATION

It is recommended that the Board approve the attached Resolution for the purpose of designating specific staff to communicate with DWB, make decisions concerning the grant administration and sign any contract amendments to the above referenced Grant.

BACKGROUND

Casitas and DBW have executed an agreement for grant reimbursement of operation and maintenance costs of three (3) floating restrooms over a two (2) year period. The grant is not to exceed \$20,000 with Casitas paying 25% of the operation and maintenance costs. In order to administer the grant on a daily basis and obtain periodic reimbursement, it will be more efficient for specific staff members to be designated by the Board as follows:

- (a) Communications with DWB - Steven E. Wickstrum, General Manager
- Carol Belser, Park Services Manager
- (b) Make Decisions Concerning the Grant administration
- Steven E. Wickstrum, General Manager
- Carol Belser, Park Services Manager
- (c) Sign Contract Amendments - Steven E. Wickstrum, General Manager.

CASITAS MUNICIPAL WATER DISTRICT

**GRANT FROM THE
DEPARTMENT OF BOATING AND WATERWAYS
FOR REIMBURSEMENT OF OPERATION & MAINTENANCE COSTS
OF THREE FLOATING RESTROOMS FOR TWO YEARS
AT LAKE CASITAS RECREATION AREA**

**RESOLUTION DESIGNATING SPECIFIC STAFF
FOR THE PURPOSES OF COMMUNICATION &
TO SIGN CONTRACT AMENDMENTS &
TO MAKE DECISIONS CONCERNING THE GRANT**

WHEREAS, Casitas Municipal Water District (CMWD) and the California Department of Boating & Waterways (DBW) have entered into a Grant Agreement for reimbursement of seventy-five percent (75%) of the cost for the operation and maintenance of three (3) of the floating restrooms at the Lake Casitas Recreation Area (LCRA) for a two (2) year period up to a maximum of twenty thousand dollars (\$20,000).

NOW, THEREFORE, BE IT RESOLVED that the President of the Board of Directors of CMWD hereby designates the following staff to communicate with DWB, make decisions concerning the grant administration and sign any contract amendments:

- (a) Communications with DWB - Steven E. Wickstrum, General Manager
- Carol Belser, Park Services Manager
- (b) Make Decisions Concerning the Grant administration
- Steven E. Wickstrum, General Manager
- Carol Belser, Park Services Manager
- (c) Sign Contract Amendments - Steven E. Wickstrum, General Manager.

ADOPTED this _____ day of _____, 2012.

President, Russ Baggerly
Casitas Municipal Water District

ATTEST:

Secretary, Bill Hicks
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 20, 2012

TO: Board of Directors

FROM: General Manager, Steve Wickstrum

Re: Appointment to Oversight Board – Dissolution of the Redevelopment Agency

RECOMMENDATION:

It is recommended that the Board of Directors appoint the Accounting Manager as the District's representative on the Redevelopment Agency Oversight Board.

BACKGROUND:

On December 29, 2011, the California Supreme Court announced its decision in *CRA v. Matosantos*, by upholding State legislation ABX126 and resulting in the elimination of redevelopment agencies in California. In February 2012, the District was notified that the County of Ventura was planning to organize twelve oversight boards to implement the dissolution of the twelve local redevelopment agencies. The oversight board, comprised primarily of representatives of other affected taxing agencies, will be responsible for winding down the local RDA affairs and overseeing that the debts of the RDA are paid off, asset liquidated and all property taxes are redirected to local taxing agencies. It is expected that the oversight board will be in place until 2016, when all individual boards will somehow be combined into one board.

One of the members of the oversight board is to be someone representing the largest special district of the RDA area. The largest special district in western Ventura County is the Casitas Municipal Water District. It should also be noted that Casitas receives an annual tax payment from the RDA of less than \$20,000.

During a discussion in the Executive Committee, it was suggested that due to the financial involvement of the selected members that the Accounting Manager would be the best suited person for the appointment. The Accounting Manager has been informed of this potential assignment and has indicated a willingness to receive the appointment. The Accounting Manager has been assigned by the General Manager to attend an initial meeting of the local oversight board that is to occur on March 22, 2012.

If you have any question in this regard, please do not hesitate to discuss your question with me.

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 3/9/12-3/21/12
Presented to the Board of Directors For Approval March 28, 2012

Check	Payee			Description	Amount
000319	Payables Fund Account	#	9759651478	Accounts Payable Batch 031612	\$236,703.34
000320	Payables Fund Account	#	9759651478	Accounts Payable Batch 032112	\$286,292.02
					\$522,995.36
000321	Payroll Fund Account	#	9469730919	Estimated Payroll 4/5/12	\$130,000.00
					\$130,000.00
				Total	\$652,995.36

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, 000319-000321 have been duly audited is hereby certified as correct.

Denise Collin 3/21/12

 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.

000319 A/P Checks: 011330-011346
A/P Draft to P.E.R.S.
A/P Draft to State of CA
A/P Draft to I.R.S.
Void:

000320 A/P Checks: 011347-011424
A/P Draft to P.E.R.S. 032123
A/P Draft to State of CA 032122
A/P Draft to I.R.S. 032121
Void: 011392-011393

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

Denise Collin 3/21/12
Denise Collin, Accounting Manager

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 03/17/12

Pay Date of 03/22/12

have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 3/19/12
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

3/21/2012 9:59 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 3/09/2012 THRU 3/21/2012

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	3/21/2012			011392		
C-CHECK	VOID CHECK	V	3/21/2012			011393		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
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:	2	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	2	0.00	0.00	0.00
BANK: *		TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/09/2012 THRU 3/21/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01270	SCOTT LEWIS							
I-Feb 12	Reimburse Expenses 2/12	R	3/09/2012	1,923.75		011330		1,923.75
02332	Jordan Switzer							
I-Feb 12	Reimburse Expenses 2/12	R	3/09/2012	94.93		011331		94.93
01325	Aflac Worldwide Headquarters							
I-534990	Supplemental Insurance 3/12	R	3/15/2012	2,933.94		011332		2,933.94
00021	AWA OF VENTURA COUNTY							
I-031212	Waterwise Breakfast 3/15/12	R	3/15/2012	125.00		011333		125.00
00821	BEST BEST & KRIEGER LLP							
I-672806	Matter#8235600001 Feb 12	R	3/15/2012	337.68		011334		
I-672807	Matter#8235600002 Feb 12	R	3/15/2012	451.45		011334		789.13
01616	FRED BRENEMAN							
I-031212	PD 3/4/12-3/17/12	R	3/15/2012	391.00		011335		391.00
00475	CASA DE LAGO							
I-876373	Meal for OT Crew,SantaAna Main	R	3/15/2012	96.33		011336		
I-876724	Meal for OT Crew,SantaAna Main	R	3/15/2012	13.94		011336		
I-876725	Meal for OT Crew,SantaAna Main	R	3/15/2012	70.45		011336		180.72
00055	CASITAS BOAT RENTALS							
I-Feb 12	Cafe Pass Reimbursement	R	3/15/2012	2,015.89		011337		2,015.89
00076	DEKREEK TECHNICAL SERVICES							
I-62021	CP-1 SCADA Upgrade Project	R	3/15/2012	15,250.00		011338		15,250.00
00182	DEWITT PETROLEUM							
I-0016479IN	Gas and Diesel for LCRA	R	3/15/2012	2,823.82		011339		2,823.82
00086	E.J. Harrison & Sons Inc							
I-809	Acct#500546088	R	3/15/2012	280.00		011340		280.00
01280	FRY'S ELECTRONICS, INC.							
I-4387895	Video Card for Payroll PC	R	3/15/2012	186.35		011341		186.35
00131	JCI JONES CHEMICALS, INC							
I-539840	Chlorine for TP, CM#539871	R	3/15/2012	1,734.60		011342		1,734.60
02335	Rob Pecor							
I-030712	Annual Boat Permit Overcharged	R	3/15/2012	5.00		011343		5.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/09/2012 THRU 3/21/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00204	SOAP MAN DISTRIBUTING OF Auto Cleaning Supplies, Garage	R	3/15/2012	85.21		011344		85.21
00048	STATE OF CALIFORNIA State Water Plan Payment	R	3/15/2012	206,404.00		011345		206,404.00
00439	WAYCASY CRANE SERVICE Crane for Casitas Dam Clean Up	R	3/15/2012	740.00		011346		1,480.00
	I-5528 Crane for Casitas Dam Clean Up	R	3/15/2012	740.00		011346		
01509	ADVANCED TELEMETRY SYSTEMS, INC Accrue Use Tax	R	3/21/2012	240.12CR		011347		3,312.00
	D-54511A Accrue Use Tax	R	3/21/2012	240.12		011347		
	I-54511 Fish Radio Tags & Receiver	R	3/21/2012	3,312.00		011347		
01707	AIRGAS SPECIALTY PRODUCTS Ammonium Hydroxide for TP	R	3/21/2012	3,039.64		011348		3,039.64
00010	AIRGAS USA LLC Two Hole Level for Pipelines	R	3/21/2012	145.86		011349		695.61
	I-9004255318 Welding Supplies for Pipelines	R	3/21/2012	171.58		011349		
	I-9004383523 Welding Supplies for Pipelines	R	3/21/2012	228.45		011349		
	I-9004543050 Argon Gas for Pipelines	R	3/21/2012	53.20		011349		
	I-9004643380 Ratchet Kit for Pipeline	R	3/21/2012	10.21		011349		
	I-9004692958 Welding Supplies for Pipelines	R	3/21/2012	40.82		011349		
	I-9901570255 Gas Cylinder Rental, Pipeline	R	3/21/2012	45.49		011349		
09569	ALLCABLE Phone Line Repair Parts, IT	R	3/21/2012	109.20		011350		109.20
00014	AQUA-FLO SUPPLY Credit on Inv#300088	R	3/21/2012	93.52CR		011351		254.53
	I-295832 Parts for Pipeline Repair	R	3/21/2012	106.16		011351		
	I-296575 PVC Caps for WP Pipes	R	3/21/2012	23.73		011351		
	I-297607 PVC for Leak in B Camp	R	3/21/2012	19.11		011351		
	I-297635 Parts for Leak in B Camp	R	3/21/2012	105.53		011351		
	I-300088 Artificial Rock, Returned	R	3/21/2012	93.52		011351		
01666	AT & T T-1 Line for Internet	R	3/21/2012	357.32		011352		357.32
	Acct#000003180475							
00018	AT & T MOBILITY PT Wildlife Biol Monthly Cell	R	3/21/2012	6.62		011353		6.62

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 3/09/2012 THRU 3/21/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00020	AVENUE HARDWARE, INC							
I-45604	Tarp for Filter Media Bags, TP	R	3/21/2012	18.18		011354		18.18
00030	B&R TOOL AND SUPPLY CO							
I-1242668000101	Ratchet for Pipelines	R	3/21/2012	48.54		011355		48.54
02283	Mary Bergen							
I-Feb 12	Reimburse Mileage 2/12	R	3/21/2012	20.54		011356		
I-Jan 12	Reimburse Mileage 1/12	R	3/21/2012	16.43		011356		36.97
00463	Farm Plan							
I-22738	Replace Clutch on Brush Hog112	R	3/21/2012	3,050.23		011357		3,050.23
00055	CASITAS BOAT RENTALS							
I-001369	Oil & Filter Change,Pac Angler	R	3/21/2012	204.64		011358		204.64
00511	Centers for Family Health							
I-030712	DOS 2/28/12 Acct#2079090	R	3/21/2012	80.00		011359		80.00
01035	ANGELA CHAPMAN-KOFRON							
I-Mar 12	Reimburse Mileage	R	3/21/2012	241.98		011360		241.98
	8/11/11-3/19/12							
00722	CONCRETE EXPRESS VENTURA							
I-37260	Concrete for SS Relief	R	3/21/2012	479.46		011361		
I-37285	Concrete for Kicker, Pipelines	R	3/21/2012	369.61		011361		849.07
00062	CONSOLIDATED ELECTRICAL							
I-9009653745	Rincon Peak UPS Parts, E&M	R	3/21/2012	405.10		011362		
I-9009654907	Cords for Telemetry	R	3/21/2012	19.28		011362		424.38
01588	CONSULTING WEST ENGINEERS							
I-CMWD1201	Engineering Srvcs,UpperOjaiPP	R	3/21/2012	1,480.00		011363		
I-CMWD1202	Engineering Srvcs, Fairview PP	R	3/21/2012	1,175.00		011363		2,655.00
02115	Consumers Pipe Supply Co.							
I-S1185949001	Parts for PP Butterfly Valve	R	3/21/2012	192.99		011364		
I-S1185949002	Part for PP Butterfly Valve	R	3/21/2012	99.84		011364		292.83
00719	CORELOGIC INFORMATION SOLUTION							
I-80439318	Realquest Subscription	R	3/21/2012	125.00		011365		125.00
01483	CORVEL CORPORATION							
I-C00203357360	Utilization Rev Claim#03-01792	R	3/21/2012	295.00		011366		295.00

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 3/09/2012 THRU 3/21/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01131	COUNTY OF VENTURA, IRWM TRUST							
I-030112	IRWM Program Services Funding	R	3/21/2012	1,355.00		011367		1,355.00
02034	D.K. Mechanical							
I-2182	Troubleshoot Clutch Problem	R	3/21/2012	187.50		011368		187.50
00081	DELTA LIQUID ENERGY							
I-186807	Install Leased Propane Tank	R	3/21/2012	282.78		011369		
	in Maintenance Shop at LCRA							
I-186814	Propane for New Tank at LCRA	R	3/21/2012	41.51		011369		
I-23208055	Fill Propane Tank, Showers	R	3/21/2012	221.85		011369		
I-23208056	Propane for Maint Yard Tank	R	3/21/2012	770.97		011369		
I-23208142	Fill Office Propane Tank, LCRA	R	3/21/2012	473.79		011369		1,790.90
00182	DEWITT PETROLEUM							
I-0016828IN	Gas for Main Yard	R	3/21/2012	5,936.42		011370		5,936.42
00106	DeZURIK Water Controls							
I-7744100	Needle Valve Assembly, E&M	R	3/21/2012	107.25		011371		107.25
00085	DON'S INDUSTRIAL SUPPLIES, INC							
I-348153	Connectors for WP Fogger	R	3/21/2012	23.10		011372		23.10
00086	E.J. Harrison & Sons Inc							
I-2379	Acct#1C00054230 Trash Pickup	R	3/21/2012	830.00		011373		830.00
00488	ELECTRONIC SYSTEMS TECHNOLOGY							
C-5893A	Accrue Use Tax	R	3/21/2012	25.23CR		011374		
D-5893A	Accrue Use Tax	R	3/21/2012	25.23		011374		
I-5893	4 Power Supplys for Telemetry	R	3/21/2012	359.77		011374		359.77
00085	ELIFEGUARD, INC.							
C-32246A	Accrue Use Tax	R	3/21/2012	90.55CR		011375		
C-32247A	Accrue Use Tax	R	3/21/2012	265.28CR		011375		
D-32246A	Accrue Use Tax	R	3/21/2012	90.55		011375		
D-32247A	Accrue Use Tax	R	3/21/2012	265.28		011375		
I-32246	Child Life Vests for WP	R	3/21/2012	1,497.70		011375		
I-32247	Lifeguard Uniforms	R	3/21/2012	3,991.49		011375		5,489.19
00095	FAMCON PIPE & SUPPLY							
C-C140380	Items Returned Inv#140306	R	3/21/2012	364.65CR		011376		
I-139855	Parts, Santa Ana Main Shutdown	R	3/21/2012	2,325.18		011376		
I-139990	Spool for Santa Ana Main Leak	R	3/21/2012	112.61		011376		
I-140172	Elbow, Spool, Santa Ana Main	R	3/21/2012	357.14		011376		
I-140220	Parts, Santa Ana Main Repair	R	3/21/2012	1,284.86		011376		
I-140223	Parts, Santa Ana Main Repair	R	3/21/2012	1,083.23		011376		
I-140228	Parts, Santa Ana Main Repair	R	3/21/2012	3,471.68		011376		
I-140306	Parts, Santa Ana Main Repair	R	3/21/2012	818.32		011376		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-140425	Gaskets, Valves for Inventory	R	3/21/2012	1,188.33		011376		10,276.70
0013	FERGUSON ENTERPRISES INC							
I-8033043	Waterfree Urinal Cartridges	R	3/21/2012	257.34		011377		257.34
0099	FGL ENVIRONMENTAL							
I-200742A	Wet Chemistry-Turbidity	R	3/21/2012	141.00		011378		
I-201028A	EPA 551.1, EPA 552.2	R	3/21/2012	713.00		011378		
I-202023A	Wet Chemistry-NO3	R	3/21/2012	43.00		011378		897.00
0101	FISHER SCIENTIFIC							
I-8049137	Lab Testing Supplies	R	3/21/2012	445.21		011379		445.21
02319	Flow Science Incorporated							
I-0006574	LCRA Aeration System Study, WQ	R	3/21/2012	4,035.00		011380		4,035.00
0103	FRANK'S ROOTER & PUMPING							
I-T8868	Haul Scrap Metal from Dam	R	3/21/2012	522.00		011381		522.00
0104	FRED'S TIRE MAN							
I-56235	Oil Change, #27, LCRA Truck	R	3/21/2012	39.61		011382		39.61
02158	Google, Inc.							
I-1132606	Additional Usage, IT Dept	R	3/21/2012	2.17		011383		2.17
0115	GRAINGER, INC							
I-9775129878	Safety Glasses for TP	R	3/21/2012	101.19		011384		
I-9775129886	Mirror for LCRA	R	3/21/2012	30.76		011384		
I-9777817298	Transfer Pumps for TP	R	3/21/2012	9.31		011384		
I-9779495622	OV Bal Res #2 Mixer Pump	R	3/21/2012	585.32		011384		726.58
0121	HACH COMPANY							
I-7661354	Chlorine Agent for Lab	R	3/21/2012	115.26		011385		115.26
01594	HIGHWAY TECHNOLOGIES, INC.							
I-65098947001	Dogs on Leash Signs for LCRA	R	3/21/2012	75.20		011386		75.20
0872	Irrisoft, Inc.							
I-4024	Weather Station Signal	R	3/21/2012	79.00		011387		79.00
0131	JCI JONES CHEMICALS, INC							
I-540157	Chlorine for TP, CM#540181	R	3/21/2012	1,734.60		011388		1,734.60

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02329	Matson Company							
I-36402	Powdercoat Spool, TP	R	3/21/2012	859.00		011389		859.00
0329	MCMaster-CARR SUPPLY CO.							
I-20527471	Raw Water Turbidimeter Tube,TP	R	3/21/2012	38.74		011390		38.74
0151	MEINERS OAKS ACE HARDWARE							
I-480453	Replace Flood Lights on #80	R	3/21/2012	80.41		011391		
I-481166	Plywood for Pipelines	R	3/21/2012	86.19		011391		
I-481718	Supplies for District Maint	R	3/21/2012	92.96		011391		
I-481721	Thread Seal Tape, WH Stock	R	3/21/2012	3.06		011391		
I-482152	Wire Cloths for Auto Gates	R	3/21/2012	13.62		011391		
I-482193	Utility Knives for Casitas Dam	R	3/21/2012	14.82		011391		
I-482282	Basin, PVC Cap for Waterpark	R	3/21/2012	11.80		011391		
I-482387	Punch-Chisel Set for Dam	R	3/21/2012	21.78		011391		
I-482544	Deadbolt for Camp E Mens RR	R	3/21/2012	37.08		011391		
I-482545	Shovels, Rake for LCRA Maint	R	3/21/2012	192.86		011391		
I-482588	Concrete and PVC for Waterpark	R	3/21/2012	15.11		011391		
I-482689	Bolts & Screws for Fairview	R	3/21/2012	4.14		011391		
I-482985	Batteries, Cleaner, Fisheries	R	3/21/2012	30.42		011391		
I-483022	Sealant, Caulk, Keys for PL	R	3/21/2012	15.71		011391		
I-483097	Bolts & Screws for Fisheries	R	3/21/2012	1.63		011391		
I-483344	Thermometer for Hydrology	R	3/21/2012	20.90		011391		
I-483355	Electrical Parts, Showerhouse	R	3/21/2012	24.55		011391		
I-483378	PVC Parts for O & M Cust Svc	R	3/21/2012	27.48		011391		
I-483525	Parts for Dist Maint	R	3/21/2012	29.17		011391		
I-483579	Parts for Sink Repair, DM	R	3/21/2012	18.73		011391		
I-483830	PVC Parts for Dist Maint	R	3/21/2012	12.96		011391		
I-483938	Deck Screws for Dist Maint	R	3/21/2012	20.77		011391		
I-484114	Grass Seed, Fertilizer, WP	R	3/21/2012	50.58		011391		
I-484117	Bird Repellant for WP	R	3/21/2012	13.64		011391		840.37
0163	OFFICE DEPOT							
I-601061563001	Office Supplies	R	3/21/2012	163.06		011394		
I-601061599001	Office Supplies	R	3/21/2012	241.91		011394		
I-601061824001	Office Supplies	R	3/21/2012	7.51		011394		
I-601495120001	Office Supplies	R	3/21/2012	36.59		011394		449.07
01570	Ojai Auto Supply LLC							
I-235414	Power Outlet for O&M Cust Svc	R	3/21/2012	12.86		011395		12.86
0165	OJAI LUMBER CO, INC							
C-2428705	Items Returned Inv#2428700	R	3/21/2012	31.42CR		011396		
I-2428700	Clear Poly, Duct Tape, UOPP	R	3/21/2012	100.71		011396		
I-2428811	Supplies for Upper Ojai PP	R	3/21/2012	13.89		011396		83.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00166	OJAI PRINTING & PUBLISHING							
I-0086470IN	Vessel Survey Forms	R	3/21/2012	131.92		011397		131.92
01381	ONTRAC							
I-7359793	Refrigerated Sample to Biovir	R	3/21/2012	3.87		011398		3.87
01334	POWER MACHINERY CENTER							
I-E66483	Club Car Lease, Y13634	R	3/21/2012	798.20		011399		
I-E66492	Club Car Lease, Y13864	R	3/21/2012	602.67		011399		
I-W38753	PM Service, Club Car A	R	3/21/2012	57.11		011399		
I-W38754	PM Service, Club Car B	R	3/21/2012	57.11		011399		1,515.09
01439	PRECISION POWER EQUIPMENT							
I-1711	Repair Water Pump, Blower, LCRA	R	3/21/2012	133.46		011400		
I-1721	New Head for Weed Trimmer	R	3/21/2012	38.60		011400		
I-1725	Head for Weed Wacker, WP	R	3/21/2012	32.16		011400		204.22
02277	Prominent Systems, Inc.							
I-14100	Filter Media Replacement, WP	R	3/21/2012	9,470.93		011401		9,470.93
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-5391	Gas Tank Inspection, LCRA	R	3/21/2012	210.00		011402		
I-5392	Gas Tank Inspection, Main Yard	R	3/21/2012	210.00		011402		420.00
00313	ROCK LONG'S AUTOMOTIVE							
I-4681	Replace Door Handle, #27, LCRA	R	3/21/2012	178.10		011403		
I-4718	Lube & Oil Change, Eq#32	R	3/21/2012	113.51		011403		
	Replace Left Front Turn Socket							
I-4722	Lube & Oil Change, Eq#3, Lab	R	3/21/2012	366.90		011403		658.51
	Replace Battery, Replace Fuel Filter,							
	Replace Left Rear Tail Lamp							
01109	SALVADOR LOERA TRANSPORTATION							
I-12474	Fill Sand for Pipelines	R	3/21/2012	343.61		011404		
I-12484	Rock for Santa Ana Main	R	3/21/2012	700.00		011404		1,043.61
01107	SAWYER PETROLEUM							
I-S80459	Oil for Electric Motors at PP	R	3/21/2012	535.50		011405		535.50
00725	SMART & FINAL							
I-031412	Supplies for Treatment Plant	R	3/21/2012	59.75		011406		59.75
02003	Sostre & Associates							
I-1834	Website Header Work	R	3/21/2012	125.00		011407		
I-1853	CMS Fee & Web Hosting	R	3/21/2012	249.00		011407		374.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02202 I-360915	Stanley Pest Control Robent Abatement LCRA	R	3/21/2012	1,190.00		011408		1,190.00
01173 C-0109499INA D-0109499INA I-0109499IN	TOICO INDUSTRIES, INC. Accrue Use Tax Accrue Use Tax Pumper Scent for Pump Truck	R R R	3/21/2012 3/21/2012 3/21/2012	27.91CR 27.91 417.88		011409 011409 011409		417.88
02163 I-031212	Toro Enterprises, Inc. Rincon 2M Pipeline Replacement	R	3/21/2012	131,937.89		011410		131,937.89
01372 I-610309	TRANSCAT, INC Test Leads for Treatment Plant	R	3/21/2012	58.58		011411		58.58
01662 I-02539601	TYLER TECHNOLOGIES, INC. Utility Billing Online Fees	R	3/21/2012	153.00		011412		153.00
00247 I-031212	County of Ventura Encroachment Permit#12-0037	R	3/21/2012	210.00		011413		210.00
00258 I-124731 I-125055	VENTURA STEEL, INC Steel Plate for Pipelines Rebar for Cement Pad at WP	R R	3/21/2012 3/21/2012	36.36 21.41		011414 011414		57.77
09955 I-162087 I-162151	VENTURA WHOLESALE ELECTRIC Parts for Electrical Boxes, WP Ballasts for I Showerhouse	R R	3/21/2012 3/21/2012	43.76 31.10		011415 011415		74.86
01283 I-1062810147 Acct#77062830400001 I-1062810500 Acct#77232361800001	Verizon Wireless Monthly Cell Phone Chrgs, D.O. LCRA Monthly Cell Phone Chrgs	R R	3/21/2012 3/21/2012	606.44 13.12		011416 011416		619.56
00439 I-5529 I-5531 I-5533 I-5540	WAYCASY CRANE SERVICE Set Shields, Santa Ana Main Set Steel Plate, Santa Ana Main Remove Shield, Plate, Santa Ana Offload/Set Motor, Fairview	R R R R	3/21/2012 3/21/2012 3/21/2012 3/21/2012	555.00 320.00 740.00 320.00		011417 011417 011417 011417		1,935.00
00330 I-7149401	WHITE CAP CONSTRUCTION SUPPLY Cut Off Wheels for Saw, PL	R	3/21/2012	109.24		011418		109.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01933	Ron White							
I-011912	SWEAP Financing Program	R	3/21/2012	8.52		011419		8.52
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201203200541	457 CATCH UP	R	3/21/2012	423.08		011420		
I-DCI201203200541	DEFERRED COMP FLAT	R	3/21/2012	2,592.30		011420		
I-DI%201203200541	DEFERRED COMP PERCENT	R	3/21/2012	213.83		011420		3,229.21
01960	Moringa Community							
I-MOR201203200541	PAYROLL CONTRIBUTIONS	R	3/21/2012	16.75		011421		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201203200541	457 CATCH UP	R	3/21/2012	423.06		011422		
I-DCN201203200541	DEFERRED COMP FLAT	R	3/21/2012	4,027.68		011422		4,450.74
00180	S.E.I.U. - LOCAL 721							
I-UND201203200541	UNION DUES	R	3/21/2012	610.50		011423		610.50
00230	UNITED WAY							
I-UWY201203200541	PAYROLL CONTRIBUTIONS	R	3/21/2012	45.00		011424		45.00
00128	INTERNAL REVENUE SERVICE							
I-T1 201203200541	Federal Withholding	D	3/21/2012	20,862.15		032121		
I-T3 201203200541	FICA Withholding	D	3/21/2012	18,345.58		032121		
I-T4 201203200541	Medicare Withholding	D	3/21/2012	5,115.60		032121		44,323.33
00049	STATE OF CALIFORNIA							
I-T2 201203200541	State Withholding	D	3/21/2012	6,956.35		032122		6,956.35
00187	CALPERS							
I-PER201203200541	PERS EMPLOYEE PORTION	D	3/21/2012	9,938.12		032123		
I-PRR201203200541	PERS EMPLOYER PORTION	D	3/21/2012	11,867.56		032123		21,805.68

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	93	449,910.00	0.00	449,910.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	73,085.36	0.00	73,085.36
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

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	96	522,995.36	0.00	522,995.36
BANK: AP	TOTALS:		96	522,995.36	0.00	522,995.36
REPORT TOTALS:			98	522,995.36	0.00	522,995.36

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 19, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of March 16, 2012

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 reported that the Ventura County Fire Department had successfully completed the burning of a house in the watershed.
4. **Review of the Financial Statement for February 2012.**
The Committee reviewed the February 2012 financial statement and asked questions regarding various elements of the statement. Director Word asked about the decline in fees gathered at Lake Casitas for pet entry and asked that our staff look into assuring the proper accounting for pets entering the park.
5. **Review of the Water Consumption Report for February 2012.**
The Committee reviewed February water consumption numbers. The dry winter has seen an increase in water use in the agricultural classification. No additional comments during this meeting.
6. **Review of the preliminary draft budget for FY 2012-13.**
The Committee reviewed the General Manager's recommended draft budget and various rate options that may be considered to balance the budget. The Committee will continue to review the budget and proposals for rate adjustments prior to presentation to the Board.
7. **Review of preliminary 10-year capital.**
The Committee reviewed the 10-year capital plan as revised by staff. No changes were recommended during the Committee meeting.

CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 20, 2012
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Water Resources Committee Meeting of March 19, 2012

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 – None
Public – None
2. **Public Comments.** None.
3. **Board Comments.**
Director Baggerly asked if there was a field review at the Senior Canyon project, he would like to see the area where the pipeline crossing is being installed.
4. **Manager Comments.**
None.
5. **Request for time extension for temporary meter for Granite Construction.**
The General Manager presented the letter request of Granite Construction Company to be able to use a temporary water meter during a 30-month construction project on State Highway 101 near La Conchita. In analysis, a temporary meter is appropriate for the purpose, instead of requiring a permanent service. The District Rate and Regulations states that temporary water service for periods of time in excess of six months may be approved by the Board of Directors. This item will be moved to the Board for consideration of approval.
6. **Krotona Institute request for emergency hydrant – Ventura River County Water District.**
The General Manager shared with the Committee the recent request by Krotona Institute of the Ventura River County Water District to install a fire hydrant on a VRCWD pipeline. The General Manager has met with Bert Rapp of VRCWD to discuss the many issues that surround this request. The specific issues discussed were service boundary, temporary or permanent service, fire protection or permanent water service, allocation provisions from Casitas or VRCWD, service release and annexation. The meeting appeared to result in a good understanding of each District's position and knowledge of tasks to undertake should this request be moved forward at a later date. No action at this time.

7. **Discuss City of Oxnard MOU for landscape audit grant program.**

The Committee was informed that the draft agreement for participation in the subject grant program is very near final form and will be moved to the Board approval when received. The Committee commented on this being a very good program to be a part of and support.

8. **Discuss Senior Canyon project update.**

The Committee was informed that initial planning for the construction at Senior Canyon has occurred and that construction is expected to begin soon. Staff will accommodate interested Directors with a tour of the construction site when appropriate and timely.

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: ASSISTANT TO GENERAL MANAGER, REBEKAH VIEIRA
SUBJECT: SIDE LETTER AGREEMENT REGARDING ARTICLE 16 PARAGRAPH B
ENTITLED HOLIDAYS OF THE ADOPTED MEMORANDUM OF
UNDERSTANDING WITH GENERAL, RECREATION AND SUPERVISORY
AND PROFESSIONAL EMPLOYEES.
DATE: MARCH 23, 2012

Recommendation:

It is recommended that the Board of Directors adopt a resolution authorizing execution of the Side Letter Agreement with General, Recreation and Supervisory and Professional Employees.

Background:

Following discussion regarding this item at the last board meeting the direction was to develop a Side Letter Agreement to address the concerns of the existing language in article 16 paragraph b.

A Side Letter Agreement has been drafted, reviewed by General Manager, General Counsel, Labor Counsel, SEIU and Bargaining Team members. The Agreement modifies the current language to provide the Board discretion in authorizing additional holidays, changes Washington's birthday to President's day and provides for Cesar Chavez day only for the term of the MOU's which is until June 30, 2013.

SIDE LETTER AGREEMENT
BETWEEN CASITAS MUNICIPAL WATER DISTRICT
AND
SEIU LOCAL 721 – GENERAL UNIT, RECREATION UNIT AND
SUPERVISORY/PROFESSIONAL UNIT

The parties to this Side Letter Agreement (“Agreement”) are Casitas Municipal Water District (“District”), and the SEIU Local 721 represented employee groups (“Union”), General Unit, Recreation Unit and Supervisory & Professional Unit employees.

This Agreement is the result of discussions between the parties which began after the Union notified the District that the language in Article 16, paragraph B entitled Holidays of the recently adopted MOU’s dated October 26, 2011 led the employees to believe they would have additional holidays, specifically Cesar Chavez Day. This Side Letter Agreement clarifies the understanding in Article 16, Paragraph B as follows:

The current MOU Article 16, Paragraph B states:

Regularly scheduled holidays include New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In addition, each day declared by the President of the United States or the Governor of the State of California as a holiday shall be observed as a Casitas holiday. In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be considered as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be considered as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at the overtime rate in addition to their holiday pay.

The parties agree to the following revised operative MOU Article 16, Paragraph B:

For the term of the MOU dated October 26, 2011 and in effect from November 1, 2011 through June 30, 2013, regularly scheduled Casitas holidays include New Year's Day, Martin Luther King Day, ~~President's Day, Cesar Chavez Day,~~ Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. ~~And every day designated by the President of the United States or Governor of the State of California for public fast, thanksgiving or holiday, when specifically authorized by the District's Board of Directors.~~ In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be observed as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be observed as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at their overtime rate in addition to their holiday pay.

Deleted: Washington's Birthday

Deleted: In addition, each day declared by the President of the United States or the Governor of the State of California as a holiday shall be observed as a Casitas holiday

Deleted: considered

Deleted: considered

Adoption of this Side Letter Agreement does not establish Cesar Chavez Day as an ongoing Casitas Board of Directors adopted holiday beyond the term of the existing MOU which ends on June 30, 2013.

Dated this _____ day of March, 2012

CASITAS MUNICIPAL WATER DISTRICT

SEIU LOCAL 721

Russ Baggerly, President

Aram Agdaian

Bill Hicks, Secretary

Danny Carrillo

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION ADOPTING SIDE LETTER AGREEMENTS BETWEEN CASITAS
AND SEIU LOCAL 721 GENERAL, RECREATION AND SUPERVISORY AND
PROFESSIONAL UNITS

WHEREAS, the Casitas Municipal Water District and SEIU General, Recreation and Supervisory and Professional Unit employees have discussed concerns regarding Article 16 paragraph b of the article entitled Holidays in the Memorandum of Understanding adopted October 26, 2011 wherein employees are led to believe they would have additional holidays, specifically Cesar Chavez day; and

WHEREAS, Casitas and the SEIU Local 721 General, Recreation and Supervisory and Professional Units have agreed to engage in a side letter agreement to revise the language of Article 16 paragraph b.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the Side Letter Agreements between Casitas and SEIU Local 721 General Unit, Recreation Unit and Supervisory and Professional employees is approved and the President of the Board is authorized and directed to execute the Agreement on behalf of the District.

ADOPTED this 28th day of March, 2012

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT
Interdepartmental Memo

DATE: March 16, 2012

TO: Steve Wickstrum, General Manager

FROM: Carol Belser, Park Services Manager

SUBJECT: **Adopt a Resolution for Execution of a Twenty-Five Year Concession Agreement with Lake Casitas Marina, Inc., Gary Wolfe, President, to Provide Marina Concession Services**

Recommendation:

It is recommended that the Board adopt a resolution approving the execution of the attached twenty-five (25) year agreement with Lake Casitas Marina, Inc. Gary Wolfe, President, to provide marina and café services.

Background:

The Casitas Municipal Water District and the Bureau of Reclamation completed and approved a twenty-five year Management Agreement for the Lake Casitas Recreation Area in October 2011.

Finalizing this agreement allowed Casitas to then enter into new long term (instead of month to month) third party concession agreements for services in the Recreation Area. The Bureau of Reclamation approved the draft agreement in November 2011, allowing Casitas to distribute requests for proposals for services. A walk through for prospective concessionaires was held on December 8, 2011. The proposal deadline was December 20, 2011.

One entity and the current concessionaire, Lake Casitas Marina, Inc., Gary Wolfe, President, responded to the Request For Proposal for the Casitas Marina Concession. It is noteworthy that Mr. Wolfe held a first right of refusal in his current contract for marina services that is now considered exhausted since there was no other proposal for a Marina Concession Agreement. There is no first right of refusal clause in the attached agreement and, in fact, one cannot be included as stated by the Bureau of Reclamation.

The Recreation Committee reviewed the proposals in closed session at their January 26 and February 3, 2012 meetings and the Board of Directors reviewed the proposals in closed session at their February 8 and 22nd, 2012 meetings.

Mr. Wolfe's original proposal of \$2,500 per month plus 7% gross monthly sales, excluding alcohol sales, was further negotiated for a more appealing (to Casitas) agreement of 14% gross monthly sales, excluding alcohol sales.

Analysis:

Lake Casitas Marina, Inc. has held the Marina Concession Agreement and Café Sublease for the past 13 years. Mr. Gary Wolfe is a qualified and responsive Concessionaire and it is recommended by staff that Casitas enter into a long term agreement.

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION APPROVING EXECUTION OF A
TWENTY-FIVE YEAR CONCESSION AGREEMENT
BETWEEN LAKE CASITAS MARINA, INC. &
CASITAS MUNICIPAL WATER DISTRICT**

WHEREAS, in October 2011, Casitas Municipal Water District (Casitas) entered into a twenty-five (25) year agreement with the U.S. Bureau of Reclamation (USBR) for operation and management of the Lake Casitas Recreation Area (LCRA); and

WHEREAS, Casitas is authorized by the provisions of Water Code Sections 71000 et seq. to enter into a Concession Agreement for concessions and services that are consistent with public park and recreation purposes; and

WHEREAS, the Lake Casitas Marina, Inc. has been operating the Marina Concession on a temporary basis for the past few years until the agreement with the USBR had been finalized; and

WHEREAS, bids were solicited for the operation of the Marina Concession and Lake Casitas Marina, Inc. was the sole bidder.

NOW, THEREFORE, BE IT RESOLVED that the President of the Board of Directors is hereby authorized and directed to execute the Marina Concession Agreement for the Operation and Management of the Marina, Bait and Tackle Shop and Marina Café at the Lake Casitas Recreation Area.

ADOPTED this 28th day of March, 2012.

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT



CONCESSION AGREEMENT

**FOR THE OPERATION AND MANAGEMENT OF
THE MARINA, BAIT AND TACKLE SHOP AND MARINA CAFÉ
AT LAKE CASITAS RECREATION AREA**

**Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-2233**

TABLE OF CONTENTS

Description	Page #
1. Incorporation by Reference.....	3
2. Interpretations	3
3. Grant of Concession.....	3
4. Demised Premises	3
5. Inundation or Drought.....	4
6. Term of Agreement	4
7. Payments	5
8. Accounting.....	6
9. Operations.....	6
10. Maintenance.....	16
11. Fees & Taxes	17
12. Rights of Casitas and USBR	18
13. Indemnification	18
14. Insurance.....	19
15. Restoration Following Damage or Destruction of Demised Premises	21
16. Non Assignment.....	23
17. Third Party Contracts and Permits.....	23
18. Improvements, Equipment and Inventory	23
19. Construction	23
20. Option to Purchase.....	25
21. Review of Administration, Operation, Maintenance & Development	25
22. Examination of Records	26
23. Notice to Cure/Dispute Resolution	26
24. Termination	26
25. Cancellation Upon Default	26
26. Right of Entry.....	28
27. Independent Contractor.....	28
28. Severability	28
29. Notice	29
30. Board Review	29
31. Merger and Modification.....	29
32. Attorneys Fees	29
33. Assignment.....	29
34. Successors in Interest.....	29
35. Designated Representatives/Notices.....	29
36. Agreement Drafting Considerations	30
Appendix 1 - Definitions	31
Appendix 2 - List of Acronyms.....	33
Exhibit A – Marina Concession – Demised Premises	34
Exhibit A-1 - Aerial of LCRA	35
Exhibit A-2 - Aerial of Boundaries of Demised Premises.....	36
Exhibit A-3 - List Of Items Within And Adjacent To Demised Premises Owned By Casitas	37
Exhibit B - Environmental Requirements	38
Exhibit C - Americans with Disabilities Requirements	40
Exhibit D-1 - Equal Opportunity Requirements	41
Exhibit D-2 - Certification of Nonsegregated Facilities	42
Exhibit E - Title VI, Civil Rights Act of 1964	43
Exhibit F - Dispute Resolution, Mediation and Arbitration.....	44

**AGREEMENT FOR THE OPERATION AND MANAGEMENT
OF THE LAKE CASITAS MARINA CONCESSION AT
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, made this 1st day of April, 2012, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **LAKE CASITAS MARINA, INC. d/b/a CASITAS BOAT RENTALS** (hereinafter referred to as "Concessionaire").

WITNESSETH:

WHEREAS, the United States has constructed the Ventura River Project, including Casitas Dam and reservoir, pursuant to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for irrigation, for furnishing water for municipal and domestic use, and for providing incidental recreation and fish and wildlife benefits; and

WHEREAS, the United States has contracted with Casitas pursuant to Contract No. 14-06-200-5257 "Contract between United States and Ventura River Municipal Water District Providing for the construction of a Storage and Conveyance System", dated March 7, 1956, for repayment of federal costs incurred in construction of the Ventura River Project, for operation and maintenance of Project Works, with the stipulation that the title Ventura River Project remains with the United States; and

WHEREAS, the U.S. Bureau of Reclamation (hereinafter referred to as "USBR") has developed a Final Resource Management Plan/Environmental Impact Statement for Lake Casitas dated February 2010 with a Record of Decision #10-111, copies of which are provided under separate cover; and

WHEREAS, Lake Casitas Recreation Area (hereinafter referred to as "LCRA") is the property of the United States Government managed by the USBR, operated by Casitas under Management Agreement Number 11-LC-20-0216, dated October 7, 2011, between the USBR and Casitas, a copy of which is provided under separate cover; and

WHEREAS, Casitas is authorized by said Management Agreement to issue and administer third party contracts for concessions and services for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with said Management Agreement and in accordance with any current or future planning documents, and

WHEREAS, Casitas is authorized by the provision of Water Code Section 71,000 et seq. to enter into an agreement for concessions and services that are consistent with public recreational facilities appurtenant to facilities operated or contracted to be operated by Casitas; and

WHEREAS, Concessionaire acknowledges that Casitas, in its sole discretion, controls access to the LCRA, and that Concessionaire's business volume is limited to persons granted access to the LCRA by Casitas; and,

WHEREAS, Concessionaire acknowledges that Casitas imposes reasonable fees and charges on LCRA users, and that Concessionaire's business volume will likely be limited to those persons subject to those Casitas fees and charges; and,

WHEREAS, the words of this Agreement have been chosen specifically to support Casitas' directives and standards and to create a customer base, attract and serve the public and to operate current and future recreational facilities and ancillary services; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed; and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of a Concession (hereinafter referred to as "Marina Concession") for the provision of activities and food services at Lake Casitas Marina (hereinafter referred to as "Marina"); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them agree as follows:

1. **INCORPORATION BY REFERENCE**

All Schedules and Exhibits attached hereto are incorporated by reference herein.

2. **DEFINITIONS**

See Appendix 1 for definitions used in this Agreement and Appendix 2 for abbreviations and acronyms.

3. **INTERPRETATIONS**

(a) This Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

(b) For jurisdictional purposes, this Agreement shall be deemed entered into and enforceable in Ventura, California.

(c) Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

(d) A reference to a person includes firms, partnerships, corporations, limited liability company and other business organizations and their successors and permitted assignees or transferees.

(e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

In consideration of the Concessionaire's obligations contained in this Agreement, Casitas hereby authorizes and grants Concessionaire the non-exclusive use of the Demised Premises to operate and maintain a non-exclusive Marina Concession limited to those commercial activities described herein. The Concessionaire hereby accepts such authorization and grant upon the terms and conditions of this Agreement. Nothing in this Agreement shall be construed by Concessionaire as preventing Casitas from constructing, operating or contracting for additional concession facilities of any type.

5. **DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property and adjacent surface waters and includes structures, buildings, improvements, or fixtures owned by the Concessionaire located in the area described in Exhibit A attached hereto.

(a) Condition of Demised Premises "AS IS". Concessionaire accepts the Demised Premises in "As Is" condition, and further agrees to make no demands upon Casitas for any improvements or alterations to the Demised Premises, except as may otherwise be provided herein

(b) No Exclusive Use. Under no circumstances will long-term, private, exclusive use be permitted within the Demised Premises. The Concessionaire is not authorized to permit or grant any visitor, person, employee, or organization exclusive rights to occupy or use the subject services or facilities or preclude use by the public. The Concession contract is issued on a **non-exclusive** use basis.

(c) Use of Demised Premises. The Demised Premise shall be used only for said purposes, and such other purposes as are related thereto provided express approval is granted by the Casitas General Manager, and for no other purposes whatsoever.

(d) Relocation. Casitas shall have the option to relocate the Demised Premises to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than ninety (90) days prior to the proposed effective date of relocation. If Casitas exercises its option to relocate the Demised Premises, Concessionaire shall relocate to the New Demised Premises at no cost or expense to Casitas, except as otherwise provided in subparagraph (e) and (f).

- (1) Casitas' Obligations. If at the time of relocation, Casitas owns any structures, buildings, improvements, or fixtures, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.
- (2) Concessionaire shall bear the full cost and expense of moving said structures, buildings, improvements, or fixtures from the original Demised Premises to the New Demised Premises. Should Concessionaire fail to remove said structures, buildings, improvements, or fixtures from the original Demised Premises pursuant to the ninety (90) day notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition.

(e) Ownership at Commencement of Term. Concessionaire agrees that all fixtures, equipment and personal property located on the Demised Premises at the commencement of the term belong to Concessionaire, except those listed in Exhibit A-3 attached hereto.

6. INUNDATION OR DROUGHT

The water level of Lake Casitas is subject to change and fluctuation from natural causes, and/or the use of water of the reservoir for domestic water supply, diversion channels and other purposes. In the event that the Demised Premises are permanently inundated or in the event that drought or imminent threat of permanent inundation affects the Demised Premises such that the rights granted to Concessionaire hereunder can no longer be exercised, Concessionaire may, at no cost or expense to Casitas, relocate to an alternate site mutually agreed upon in writing by Casitas and Concessionaire, and this Agreement shall remain in effect for the remaining portion of its term. In the event of inundation or drought which precludes the exercise of the rights granted to Concessionaire hereunder, and the parties are unable to mutually agree upon an alternate site in the LCRA, this Agreement shall terminate.

7. TERM OF AGREEMENT

(a) The term of this Agreement will be for twenty-five (25) years from the date first written above unless terminated sooner as provided in Article 25 herein, but in no event will exceed the term of the Management Agreement Number 11-LC-20-02162011 between Casitas and the USBR hereinabove referred to which will expire on October 10, 2036 unless sooner terminated.

(b) There is no clear or inferred right of first refusal clause incorporated in this Agreement for subsequent agreements of similar nature.

(c) In the event Concessionaire holds over beyond the term herein provided, with the express written consent of Casitas, such holding over shall be from month-to-month only, subject to the terms and conditions of this Agreement and shall not be a renewal thereof.

(d) The Demised Premises shall be considered vacated after all areas, including storage and parking areas, are clear of all of Concessionaire's belongings, and keys and other property furnished for Concessionaire's use are returned to Casitas. Should Concessionaire hold over beyond the termination date or fail to vacate the Demised Premises on or before the termination date, Concessionaire shall be liable for additional rent and damages which may include damages due to Casitas loss of prospective new Concessionaires.

(e) The Concessionaire understands and agrees that the USBR will not carry forward agreements and contracts and this contract will simultaneously terminate should the Management Agreement between Casitas and the USBR expire or terminate.

8. PAYMENTS

(a) For the use granted herein, during the term of this Agreement, Concessionaire agrees to pay Casitas Percentage Rent in an amount equal to fourteen percent (14%) of Concessionaire's "Gross Sales" accruing from the date of this Agreement.

(b) Percentage Rent of Concessionaire's Gross Sales, excludes sales of beer and wine (requiring a license issued by the California Department of Alcoholic Beverage Control), gasoline and fishing licenses sales made from or upon the Demised Premises during the term hereof.

(c) Miscellaneous Charges for all services, equipment, and labor provided by Casitas for wastewater hauling or other services as set forth by Board adopted rates. Miscellaneous charges will be invoiced by Casitas to the Concessionaire and paid in a timely manner in accordance with Casitas requirements.

(d) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 11311 Santa Ana Road, Ventura, California 93001, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term hereof and shall pay Percentage Rent and Miscellaneous Charges to Casitas on or before the fifteen (15th) day following the end of each calendar month during the term hereof, together with a written statement signed and verified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of any Percentage Rent due. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared in accordance with Internal Revenue Service standard income tax basis of accounting. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

(e) Late Charge. A late payment charge of two percent (2%) per month shall be added to any payments received after the last day of the calendar month in which payment is due. Casitas is not obligated to notify Concessionaire of accumulated late charges.

(f) Adjustments to Gross Sales. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance and taxes. There shall be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously deducted as gross receipts shall be included in gross receipts at the time they are collected.

(g) Concessionaire is not guaranteed a profit.

9. ACCOUNTING

Concessionaire hereby agrees at all times during the term to use a point of sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting

practices (showing all of its sales separate from its other concessions and/or stores). The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be use.

(a) Records. Concessionaire shall maintain accounting books and records including, but not limited to, daily sales records and journals, sales returns and allowance detail, cash receipts, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, state sales and use tax returns and a complete general ledger.

(b) Storage. All accounting books and records maintained by Concessionaire shall be kept by Concessionaire for a period of no less than three (3) years after the close of each calendar year

(c) Inspection. Concessionaire hereby grants to Casitas and its agents and accountants the right, during Concessionaire's normal business hours and upon reasonable notice, to inspect such books and records kept in connection with the business done or transacted in or upon the Demised Premises, for the purpose of verifying Concessionaire's Gross Sales. Casitas, for itself and for its agents and accountants, agrees to keep confidential all sales figures, audits and reports furnished by or obtained from Concessionaire, as between Casitas and its attorneys, lenders, financial partners, if any, accountants and other financial advisors.

(d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casita all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 26 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

(e) Subcontractors. Concessionaire shall cause all of its subcontractors to comply with the accounting requirements set forth above to the extent those requirements are applicable, and all other applicable requirements of this Agreement.

10. OPERATIONS.

(a) General

- (1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and, where permits and/or licenses are required for the Concession and/or any refurbishment or construction authorized herein.
- (2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.

- (3) Concessionaire shall have non-exclusive rights to operate services that may include boat(s), mooring, docks, walkways, storage, propulsion, maintenance and sales, full service café, bait and tackle products and merchandise as mutually agreed upon as desired and appropriate in a recreational campground setting. Casitas reserves the right to deny specific goods.
- (4) Concessionaire shall maintain voice mail or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any non emergency messages left by Casitas within a twenty-four (24)-hour time frame. Urgent or emergency issues will be responded to immediately by a person named on an up to date emergency contact list provided by Concessionaire.
- (5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through E attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.
- (6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).
- (7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may have direct access to on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- (2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. The Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Access to the LCRA shall be at the sole discretion of Casitas for such employees, service and delivery companies and contractors. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.
- (3) Tuberculosis Screen. Concessionaire shall not employ any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. Concessionaire staff shall be required to undergo the foregoing examination at least once every four (4) years. Any staff that has a documented positive skin test confirmed by X-ray shall be immediately referred to the County's Health Officer. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions

Code, or a notice from a public health agency or unit of the Tuberculosis Association, which indicated freedom from active tuberculosis.

- (4) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.
- (5) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises or in violation of LCRA Ordinances. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

- (1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.
- (2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Services and Goods

Concessionaire is authorized non-exclusive rights to be conducted on the Demised Premises and adjacent surface waters for floating docks as shown on Exhibit A attached hereto and incorporated herein by reference which may include areas adjacent to the Santa Ana Launch Ramps and other appropriate areas as authorized by the General Manager. The Concessionaire's facilities and services may include boat(s), mooring, docks, walkways, storage, propulsion, maintenance and sales as mutually agreed upon.

- (1) Concessionaire may obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control. Concessionaire shall be fully responsible for the sale of beer and wine beverages and tobacco in accordance with State and Federal law, including, but not limited to, licensing, sales restrictions and pricing. If at any time, in the sole opinion of the Casitas Board of Directors, the sale by Concessionaire of beer, wine and/or tobacco materially affects, causes or adds to the problems of keeping the LRCA free of litter and of maintaining order among the general public using the LCRA, the right granted herein may be

terminated at any time upon thirty (30) days written notice from Casitas to Concessionaire.

- (2) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager.

(e) Marina Café. The Marina Concession has non-exclusive rights to sell to the public food, snacks, soft drinks, beer and wine at the Marina Café.

- (1) All food, beverages, confectionary and other products intended for human consumption and permitted to be sold or kept for sale by Concessionaire upon the Demised Premise shall be of high quality and shall be kept and sold in accordance with Federal, State, OSHA, and County health and safety laws, ordinances and regulations. Concessionaire shall not impose or levy any discriminatory excessive or unreasonable charge or fee for the purchase of any merchandise, food service or rental. Concessionaire agrees that all charges and fees for merchandise, food service and rentals shall be reasonable and in keeping with prevailing process charged for like merchandise food service and rentals in the State of California.
- (2) If at any time, in the sole opinion of the Casitas Board of Directors, that the sale by Concessionaire of beer or wine materially affects, causes or adds to the problems of keeping the park area free of litter and of maintaining order among the general public using the LCRA, the right granted in this Agreement may be terminated at any time.
- (3) The building, grounds of the Demised Premises, refrigeration and food preparation equipment shall be well maintained and continually meet the local and State public health standards. All applicable Federal, State, and local laws concerning beer and wine service and sale shall be observed, including but not limited to licensing, sales restrictions and pricing.
- (4) Menus should provide a reasonable variety and sufficient number of moderately priced items or entrees for the type of facility, and be posted and arranged so that they are easily seen. Seating, tables, condiments, tableware, and table accessories shall be provided in the Marina Café for patron use and kept in a clean and well maintained condition. The items on the menu should be available during the entire serving period. "Running out" of certain food items may occur occasionally, but should be kept at a minimum.
- (5) Concessionaire shall be responsible for the collection and disposal of garbage and trash that is generated by the Marina Café.

(f) Bait and Tackle and Convenience Supplies. The Marina Concession shall have non-exclusive rights to sell goods and supplies and a variety of bait and tackle items to the general public including, but not limited to those listed below, and non-exclusive rights in connection with boat, slip and mooring rentals as listed below.

- (1) Canned and packaged food supplies, soft drinks, beer, wine, propane, ice, firewood, camping supplies, first aid, personal and sunscreen products, souvenirs and clothing. Specifically excluded from sale are fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow (including bowfishing gear), guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive.
- (2) Bait and tackle items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances.

- (3) California Department of Fish and Game fishing licenses.
- (4) Boat fuel and oil.

(g) Boat Rentals. The Marina Concession shall have non-exclusive rights to rent out motor boats, row boats, kayaks, canoes, pontoon and paddle boats for public use on Lake Casitas.

- (1) Concessionaire shall provide adequate numbers of rental boats and docks necessary to conduct the boat rental business and meet the demands of visitors to the LCRA. As a standard and benchmark for determining the adequate numbers of boats and docks, the previous boat rental concession had 30 motor boats (3.5 and 7.5 hp), 4 pontoon boats, 10 row boats and 10 kayaks and an adequate number of docks to moor and access each rental boat since shoreline launching of rental boats is not allowed. The actual number of rental vessels made available may vary based on seasonal demands.
- (2) Casitas' authorization for Concessionaire to rent kayaks to the public is subject to the continued approval of the State and shall not be interpreted as any right that would interfere with Casitas' approval for rowing clubs and the public to use Lake Casitas.
- (3) Concessionaire shall provide and maintain all walkways and security for the rental boat slips, perform the moving and relocation of the boats and slips, and setting of cables and anchors to accommodate changes in Lake Casitas water levels.
- (4) Concessionaire shall require signed customer rental agreements that conform to applicable legal requirements to be executed for each boat rental. The rental agreement must contain a clause holding Casitas and the Federal Government harmless of and from injury, damage and loss of whatever kind and nature and protecting Concessionaire, Casitas and the Federal Government against litigation as a result of rental activities. The rental form must be approved by the Casitas General Manager before adoption and use.
- (5) Concessionaire shall provide rentals on a first-come, first-served basis and maintain accurate and up-to-date records of boat renters. Such records are to be available to authorized representatives of Casitas. Records shall include at a minimum the name of the renter, date of the rental period and boat ID number.
- (6) Authorized rental vessels shall meet the specifications of Casitas, California Boating laws, be in good operating condition and have a clean and well maintained appearance. A preventative maintenance program shall be established and followed for each rental vessel. Motors and paddles must be inspected, cleaned, and serviced and the gas tanks fully fueled before being rented. Boats motors and the runoff resulting from cleaning each boat will not be allowed to contaminate the waters of Lake Casitas.
- (7) All vessels rented to visitors shall have appropriate safety equipment, including life jackets, as required by the United States Coast Guard regulations. Any defective equipment must be immediately repaired or removed and replaced.
- (8) Concessionaire shall be fully responsible for the retrieval or recovery of rental vessels, rental visitors and their possessions, from Lake Casitas. If Casitas performs a vessel retrieval, Concessionaire shall pay a boat tow fee to Casitas for each such individual retrieval of a rental vessel. Concessionaire shall be billed by Casitas, for immediate payment, in an amount established by Casitas and revised from time to time.
- (9) Concessionaire shall provide boat fuel and oil for sale to Casitas and the general public. Concessionaire shall sell fuel to Casitas at the cost paid by Concessionaire per gallon (plus applicable sales tax). Casitas will only fuel patrol and maintenance vessels that are currently commissioned to provide service on Lake Casitas under this price agreement.

- (10) Concessionaire is responsible for the relocation of the fuel dock and extension of the delivery pipe as water levels in Lake Casitas change. Concessionaire's fuel storage and delivery system shall be adequately maintained and include functioning safety features that prohibit fuel from being spilled into the local environment, including Lake Casitas, and an alarm to notify Concessionaire's personnel of a system problem. The fuel storage and delivery system shall comply with all local, State and federal requirements and be modified by Concessionaire to meet all changes to the requirements. All fuel storage shall be above the ground surface and appropriately contained.
- (11) Concessionaire shall prepare, keep current and file and forward a copy to Casitas a Business and Spill Prevention Plans with the County of Ventura Environmental Health Division. All plans for any work involving fuel storage and delivery systems, tracer probes, monitoring wells, removal of contaminated soil and groundwater remediation must be approved by Casitas and the USBR. If any leak detection test indicates a possible leak or release from Concessionaire's fuel tank or delivery system, or if fuel is discharged from the system into Lake Casitas, Casitas must be notified immediately. Concessionaire will be responsible for fulfilling all reporting, monitoring, and remediation requirements associated with a leak or release.
- (12) Concessionaire will be allowed to seasonally dry-store concession rental boats and motors that are not in service within the Demised Premises. Should any boat and/or motor be deemed not serviceable, Concessionaire shall promptly remove said item. Concessionaire shall make all efforts necessary, and as requested by Casitas, to minimize the visual impacts of the temporary storage items on the LCRA, including, but not limited to, Concessionaire's removal of surplus boats and motors and the safe, visually acceptable storage of cables and anchor blocks.

(h) Boat Slip and Mooring Rentals. The Marina Concession shall have non-exclusive rights to rent boat slips and moorings at Lake Casitas.

- (1) Concessionaire shall provide adequate numbers of rental boat slips and access docks necessary to conduct the boat slip and mooring rental business and meet the demands of visitors to Lake Casitas. As a standard and benchmark for determining the adequate numbers of boats and dock, the previous boat slip and mooring rental concession had 140 slips and mooring facilities.
- (2) Concessionaire shall require signed customer rental agreements that conform to applicable legal requirements to be executed for each slip and mooring rental. The rental agreement must contain a clause holding Casitas and the Federal Government harmless of and from injury, damage and loss of whatever kind and nature and protecting Concessionaire, Casitas and the Federal Government against litigation as a result of rental activities. The rental form must be approved by the Casitas General Manager before adoption and use.
- (3) Concessionaire shall provide rental slips and moorings on a first-come, first-served basis, and maintain accurate and up-to-date registers of slip and mooring renters. Such registers are to be available to authorized representatives of Casitas. The register shall include at a minimum the slip/mooring number, name of the renter, date of the rental period, description of the boat, boat CF number and Annual Boat Decal number. Authorized slip/mooring stored vessels shall meet Casitas' specifications, be in good operating condition and have a clean and well maintained appearance.
- (4) Concessionaire shall provide and maintain all walkways, lighting and security for the slips, perform the moving and relocation of the docks and setting of cables and anchors to accommodate changes in Lake Casitas water levels, collect rental fees and develop and implement a policy for eviction of slip customers who are in default of their rental

agreements, including, but not limited to non payment of rent and purchase of Annual Boat Permits.

- (5) The rental of boat slips and moorings is conditioned and limited by the requirements placed on access to Lake Casitas by Casitas. Restrictions include, but are not limited to, boat size and type allowed by Casitas, invasive species prevention actions undertaken by Casitas, prevention of body contact with Lake Casitas waters, prevention of interference with the public's navigation of Lake Casitas, and the requirement that vessels be maintained and in sea-worthy condition.
- (6) Concessionaire shall be responsible for ensuring that any boat fees due Casitas are paid prior to renting slips and moorings. Concessionaire will assist Casitas to ensure that all Annual Boat Permits are renewed and current for each and every boat in a slip or at a mooring. Concessionaire shall perform a monthly inspection of all boats in slips and at moorings and report boats with expired Casitas and State permits and delinquent fees to Casitas by the fifteenth (15th) day of the following month. To ensure compliance with the above, within thirty (30) days after submittal of the monthly report to Casitas (forty-five (45) days after expiration of the annual decal), Concessionaire shall install a locking or immobilizing device on said boats to render them inoperable until delinquent fees have been paid to Casitas. Concessionaire shall review this procedure annually with the General Manager.
- (7) Concessionaire shall not allow overnight parking or dry-storage of private boats and/or trailers and/or boats within the LCRA.

(i) Authorized Optional Services. The activities listed below are authorized, optional, services which may be offered by Concessionaire at the LCRA. Prior to conducting any of the activities, Concessionaire shall formally notify Casitas of his/her intent and receive Casitas' prior approval.

- (1) Boat Repair Service. The Marina Concession shall have non-exclusive rights to maintain a boat repair building and operate a boat repair service for repair of boats, outboard motors and boat equipment and to sell boat equipment, accessories and marine hardware, solely for boating purposes, within the Demised Premises subject to restrictions that include, but are not limited to, boat size and type allowed by Casitas, invasive species prevention actions undertaken by Casitas.
 - a. Authorized storage of boats, trailers and motors within the "shop" area of the Demised Premises shall be limited to those undergoing immediate repair that have been inspected and cleared to enter the LCRA. The items being repaired must be tagged with repair identification and proposed date of completion. Concessionaire may utilize three (3) spaces in the general parking area for items undergoing repair only, if the "shop" area is full.
 - b. Concessionaire shall maintain a clean work area that is free of oil and/or fuel spills, and in compliance with all local, State and Federal laws and regulations. Solvents and other fluids shall be fully contained in an appropriate manner.
- (2) Canoe and Kayak Dry-Storage Rental. The Marina Concession shall have the non-exclusive right to rent rack spaces for the dry-storage of private canoes and kayaks within the Demised Premises.
 - a. Concessionaire shall provide adequate numbers of canoe and kayak rack rental spaces as is necessary to conduct the business and meet the demands of the visitors to Lake Casitas, limited to the available space within the Demised Premises and not conflicting with other services offered at the concession.
 - b. Concession shall require signed customer rental agreements that conform to applicable legal requirements to be executed for each rack rental space. The

rental agreement must contain a clause holding Casitas and the Federal Government harmless of and from injury, damage and loss of whatever kind and nature and protecting Concessionaire, Casitas and the Federal Government against litigation as a result of rental activities. The rental form must be approved by the Casitas General Manager before adoption and use.

- c. Concession shall provide canoe and kayak rack rental storage on a first-come, first-served basis, and maintain accurate and up-to-date registers of rack space renters. Such registers are to be available to authorized representatives of Casitas. The register shall include at a minimum the rack space number, name of the renter, date of the rental period, description of the canoe/kayak and Annual Boat Decal number.
- d. The rental of storage space is conditioned and limited by the requirements placed on access to Lake Casitas by Casitas. Restrictions include, but are not limited to, boat size and type allowed by Casitas, invasive species prevention actions undertaken by Casitas, prevention of body contact with Lake Casitas waters, prevention of interference with the public's navigation of Lake Casitas, and the requirement that vessels be maintained and in sea-worthy condition.
- e. Concessionaire shall be responsible for ensuring that any boat fees due Casitas are paid prior to renting storage spaces and that all annual boat permits are renewed and current. Concessionaire shall perform a monthly inspection of all boats that are in concessionaire's slips and report to Casitas, by the 15th day of the following month, those boats not in compliance with permits, State registration, and fees. Boats which are not kept current on their permits and fees shall be promptly removed from the boundaries of the Lake Casitas Recreation Area by the concessionaire.
- f. Concessionaire understands that Casitas provides similar canoe and kayak dry-storage rack spaces for rental to the public and both parties hereby agree that there will be no causes for claims due to the non-exclusivity of this service. It is further understood that the service was developed out of necessity to prevent the spread of invasive mussels to Lake Casitas and to accommodate the public's desire to use canoes and kayaks on Lake Casitas. Further, the use of kayaks has been conditionally approved by the California Department of Public Health, which has the authority to rescind the approval at any time.

(j) Hours of Operation

Concessionaire shall establish regular hours of operation that will accommodate the visiting public demands. Upon commencement of the Concessionaire Agreement and by February 1 of each succeeding year, the Concessionaire shall submit to Casitas for review, change and approval a written seasonal schedule of hours (opening and closing times) for the operation. Any change to the schedule must be submitted to, and approved by, Casitas prior the implementation of the schedule change.

(k) Security

- (1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.
- (2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities,

resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(l) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall promptly make safety improvements as needed and as requested by Concessionaire's insurance carrier, Casitas' General Manager or the Board.

(m) Advertising and Promotion

Concessionaire is responsible for the advertising and promotion of his/her own business.

- (1) Signs. Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casita Recreation Area logo or name.
- (2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.
- (3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(n) Interruptions of Business

There is the possibility of interruptions of this Concession Agreement. These interruptions could be due to contamination of Lake Casitas, impacts on the Concession Agreement due to construction and maintenance projects, insurance changes, changes in lake level and any other similar business interruptions. Should these interruptions require Casitas to place additional restrictions upon the Concessionaire, Casitas shall not be liable for any expense or loss of business due to Concessionaire's complying with those additional restrictions, as long as the restrictions were consistently applied to other like-users of the LCRA. However, since insurance changes can be mandated by Casitas' insurer, Concessionaire shall not hold Casitas liable for expense or loss of business due to Concessionaire's complying with additional restrictions due to insurance changes, even where those restrictions were not consistently applied to like-users of the LCRA.

(o) Utilities

Concessionaire shall contract directly to provide and pay for any necessary utilities serving the Demised Premises, including the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(p) Sanitation

No offensive matter, or refuse, or substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted to accumulate or remain on the Demised Premises and within a distance of fifty (50) feet thereof. Concessionaire shall contract and pay fees to collect and remove trash and debris to an area approved disposal site or landfill that is not located within the watershed of Lake Casitas. Refuse shall be removed as needed, but minimally once per week. Concessionaire shall furnish all equipment and materials necessary for refuse collection, including trash receptacles of the size, type, color and number required by the Casitas.

- (1) Trash. Concessionaire shall support USBR and Casitas efforts to protect the resources of Lake Casitas. Concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Trash cans shall be conveniently located for use by customers. Concessionaire shall promote recycling and make it convenient for public use.
- (2) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. Major sanitation facilities and large trash receptacles shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible. Concessionaire shall engage and pay for the services of an independent contractor for the removal of the trash and garbage that is generated by its facilities. Casitas shall empty trash containers located in the outdoor areas adjacent to the Demised Premises. Concessionaire shall empty containers located within the Demised Premises.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Marina Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal. Casitas presently collects and removes sewage that is discharged by the Concession into Casitas' holding tanks. The Concessionaire shall be responsible for clearing any obstruction in the sewer lateral which serves its structures, the maintenance of grease traps and the cleanup of any and all sewage spills that may occur in his/her respective areas of responsibility.

(q) Incident Reporting

Concessionaire shall investigate or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, or other incidents of a serious nature within the Demised Premises. Concessionaire shall make an initial verbal/phone message report on such incidents to Casitas' designated representative within two (2) hours of knowledge of the incident. Under most circumstances, or when requested by Casitas, Concessionaire shall submit a written incident report via hard copy or e-mail to Casitas' designated representative within two (2) calendar days of the verbal notice.

(r) Hazardous Materials

- (1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(s) Pest And Weed Control

Concessionaire shall not permit the use of any pesticides/chemicals on the Demised Premises without prior written approval by Casitas. All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use and with applicable Casitas Integrated Pest Management Plan and USBR policy and directives and standards. Applicators shall meet applicable State training and licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance and report submission shall be in accordance with State requirements and a copy of the report submission shall be furnished to Casitas at the same time.

(t) Protection Of Natural And Cultural Resources

- (1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.
- (2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

(u) Concessionaire shall not enter into a sub-concession, or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).

11. **MAINTENANCE**

(a) **Casitas' Duties.** Casitas shall repair and maintain the areas surrounding the Demised Premises at Casitas' sole discretion. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statute or ordinance now or hereafter in effect.

(b) **Concessionaire's Duties.** Concessionaire shall maintain the Concession equipment and premises in good repair and condition. Concessionaire shall perform and pay for all repairs and replacements in compliance with applicable law. All maintenance and repairs shall be commenced within thirty (30) days of the need thereof and diligently completed. Maintenance includes, but is not limited to:

- (1) **General.** Concessionaire shall at its sole cost (i) maintain, repair and replace, all in first class condition, all portions of the Demised Premises, (ii) arrange for removal of trash from the Demised Premises, (iii) furnish reasonable janitorial services within the Demised Premises, (iv) maintain and repair any plate-glass windows appurtenant to the Demised Premises and all interior and exterior doors, including roll-up doors, (v)

maintain, repair, replace the heating, air-conditioning, and ventilation system ("HVAC") exclusively serving the Demised Premises including establishment of a maintenance contract for the periodic inspection, maintenance, and replacement, as necessary, of the HVAC system, (vi) maintain a pest and termite control service agreement with respect to the Demised Premises, (vii) maintain and repair all telephone lines, electrical fixtures, wiring, panels, transformers, conduits, lighting fixtures, lamps, and tubes that are exclusively serving the Demised Premises, and (viii) maintain, repair, and/or replace any water heating systems, sewer lines, and plumbing lines and fixtures that are exclusively serving the Demised Premises.

- (2) Annual Maintenance Plan. Concessionaire will prepare and submit an annual maintenance plan on January 1 of each year for approval by Casitas.
- (3) Graffiti Eradication and Control of Graffiti from the Outside Surfaces of said Demised Premises. Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed. In addition, within twenty-four (24) hours of notification from Casitas, Concessionaire shall remove graffiti from said Concession premises. Concessionaire shall use materials as provided by Concessionaire; however, Concessionaire is not required to sandblast walls or walkways.
- (4) Emergency Repair. Emergency repairs to Concession equipment and premises shall be made immediately so as to avoid any hazard to public health and safety.
- (5) Damage from Criminal Conduct. Concessionaire shall be responsible for the repair or replacement of any property located on the Demised Premises damaged by criminal conduct.
- (6) Equipment Repair or Replacement. Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.
- (7) Concessionaire's Damage Liability. The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.
- (8) Default of Maintenance Obligations. In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. FEES AND TAXES

(a) Public LCRA entrance and use fees will be set in accordance with the fee schedule established by Casitas and Casitas shall have the right to collect as income, receipts derived from recreation related permits and contracts which it issues and administers for activities within the LCRA, as authorized in the California Water Code Section 71660 et. Seq.,

(b) The use or occupancy of the Demised Premises by Concessionaire constitutes a property interest which will be subject to possessory interest taxes. Concessionaire will be liable for the payment of such possessory interest taxes and any other taxes which may be levied on the property pursuant to the applicable taxation code. Concessionaire shall pay the applicable County or State agency, before delinquent, all taxes and assessments including said possessory interest tax levied against Concessionaire by reason of use and occupancy of the Demised Premises.

13. RIGHTS OF CASITAS AND USBR

(a) The USBR retains the primary jurisdiction over the Ventura River Project and the LCRA. The USBR can give written notice to Casitas if the USBR determines that changes in land use for USBR purposes within the LCRA are necessary. Casitas will give written notice to Concessionaire if any land use changes required by the USBR are necessary and will affect Concessionaire.

(b) Casitas or the USBR may close the LCRA, or any portion thereof, including the Demised Premises, to public use whenever it is determined such restriction is necessary in the interest of water delivery project operation, public safety or national security. Casitas' designated representative will give written notice to Concessionaire of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. Concessionaire will enforce such closure and such enforcement will include coordination and cooperation with Casitas.

(c) The USBR and Casitas reserves the right to establish, grant or utilize additional easements or rights of way over, under, along and across the Demised Premises for utilities and/or public access to the LCRA provided Casitas shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Concessionaire shall not claim any damages, loss of business, impact costs or other costs of any kind due to such an easement.

14. INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless and defend Casitas its directors, employees, or authorized volunteers, and each of them from and against the following:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Casitas and/or Concessionaire, or any directors, officers, employees, or authorized volunteers of Casitas or Concessionaire, and damages to or destruction of property of any person, including but not limited to, Casitas and/or Concessionaire and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of Casitas or its directors, officers, employees, or authorized volunteers.

(b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Concessionaire.

(c) Any and all losses, expenses, damages (including damages to the work itself), and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Concessionaire to faithfully perform all of its obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuits to which they are a party.

(d) Concessionaire shall defend, at Concessionaire's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Casitas or Casitas' directors, officers, employees, or authorized volunteers.

(e) Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against Casitas or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

(f) Concessionaire shall reimburse Casitas and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

(g) Concessionaire agrees to carry insurance for this purpose as required by this Agreement. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Casitas, or its directors, officers, employees, or authorized volunteers

(h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.

(i) The parties hereto shall each be responsible and liable only for the negligent acts or omissions of their respective employees or assigns to the extent provided by law. However, nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each party against each other and third parties.

15. **INSURANCE**

Without limiting Concessionaire's indemnification of Casitas, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations listed herein. Such insurance shall be provided by insurer(s) satisfactory to the Casitas General Manager and evidence of such programs satisfactory to Casitas shall be delivered to the Casitas General Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Casitas is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by Casitas and shall name Casitas and the United States Government additional insureds. If CASITAS insurance requirements change, the Concessionaire will be required to make changes in their insurance accordingly at Concessionaire's sole expense.

(a) **Certificate of Insurance.** Prior to execution of the Agreement, Concessionaire shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to meet all insurance requirements under this Agreement.

(b) **Proof of Insurance.** The Concessionaire shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon as are required under this Agreement. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to the commencement of this Agreement, Casitas shall, at its sole option, obtain such insurance coverage and charge Concessionaire the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide required insurance coverage shall result in the loss of the use of the facility. Concessionaire shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

(c) During the entire term and any extension of this Agreement, Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

(d) During the course of this Agreement Concessionaire shall, if alcoholic beverages are sold, maintain Liquor Liability Insurance coverage at least as broad as the Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

(e) Required Provisions. The general liability and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.
- (4) The Concessionaire's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

(g) Acceptability of Insurers. All of the insurance shall be provided on policy forms and through companies satisfactory to Casitas. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by Casitas.

(h) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Concessionaire certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Concessionaire shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Concessionaire shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Concessionaire, Concessionaire shall execute a California Workers' Compensation Law Certificate of Exemption.

(i) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

16. RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES

If during the term of the Agreement the buildings or improvements or such fixtures or equipment, on, below, above or appurtenant to the Demised Premises at the commencement of the term or thereafter erected, installed or placed thereon or therein shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and provided such destruction or damage is required to be covered by insurance, Concessionaire shall give the Casitas General Manager notice as soon as practicable thereof. In the event such damage restricts the purpose and execution of this Agreement, and or creates hazardous area, Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof, and direct its insurer to make any payment of loss proceeds jointly payable to the Concessionaire and Casitas for deposit with the Insurance Trustee. Concessionaire shall promptly restore same to the condition existing immediately prior to such occurrence, or if not possible or feasible in view of the damage sustained and availability of funds with which to rebuild, terminate this Agreement.

(a) Restoration Terms and Conditions. The terms and conditions upon which any buildings or other improvements on, below, above or appurtenant to the premises, including fixtures and equipment shall be restored by Concessionaire after any such destruction or damage by fire or any other cause, except by condemnation, and the terms and conditions upon which the proceeds of insurance, except for small losses waiveable by the Casitas General Manager, which are held in trust by the Insurance Trustees, shall be applied to the cost of such restoration are as follows:

(b) Submission of Plans and Specifications. Concessionaire shall submit to the Casitas General Manager within thirty (30) days after the receipt of the insurance proceeds by Insurance Trustee, complete plans and specifications which shall be designed to restore the buildings and improvements at least to the condition immediately prior to such destruction or damage and as completely similar in character as is practicable and reasonable. The plans and specifications shall be subject to the review of the Casitas General Manager and approval by the Casitas General Manager and such approval shall not be unreasonably withheld. The Casitas General Manager shall either approve the same or serve written notice upon Concessionaire of disapproval thereof and objections thereto.

(c) Submission of Contracts. Concessionaire after approval by Casitas shall furnish to the Insurance Trustee a copy of any contract or contracts which Concessionaire shall enter into for the making of such restoration; or, if the restoration is to be done by Concessionaire, a copy of all subcontracts made by Concessionaire in connection with such restoration and an estimate of the cost thereof, both in stages and upon completion, which shall be certified by the architect of Concessionaire as being reasonably accurate.

(d) Payments and Retention. During the progress of restoration at the end of each month or from time to time as may be agreed upon, and upon the written request of Concessionaire, the Insurance Trustee shall pay to Concessionaire or to the contractors and material suppliers of Concessionaire for the account of Concessionaire, out of such proceeds held in trust; the amount agreed by Concessionaire and Casitas to be

owing to Concessionaire less a ten percent (10%) retention. The retention shall be released thirty-five (35) days after a Notice of Completion is filed and all outstanding punch list items are complete.

(e) Advance Certificate. At the time of each such request for advance by Concessionaire and as a condition precedent thereto Concessionaire shall also submit a certificate signed by Concessionaire and the architect of Concessionaire not more than thirty (30) days prior to such request setting forth the following:

- (1) That the sum then requested either has been paid by Concessionaire or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Concessionaire; and that the sum then requested does not exceed the value of the services and materials described in the certificate.
- (2) That, except for the sum then requested in such certificate stated to be due for services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due to labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or material men's statutory or similar lien upon such restoration or upon the premises or the buildings and improvements on, under, or above the premises or any part thereof or Concessionaire's leasehold interest therein.
- (3) That the cost, as estimated by the persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Concessionaire to defray such cost.
- (4) That all of the work of restoration so far completed is proper and of the quality and class at least equal to the original work and in accordance with the plans and specifications.
- (5) At the completion of the restoration and following disbursement of the final advance to Concessionaire required to complete the payment of restoration costs, any such insurance proceeds remaining shall be paid by the Insurance Trustee to Concessionaire. In no event, however, shall the Insurance Trustee be liable for any amount in excess of the amounts so received and held in trust, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Concessionaire shall pay such additional cost.

(f) Failure to Commence Restoration. If Concessionaire fails to commence such restoration in accordance with the provisions of this Agreement within one hundred eighty (180) days, or having commenced restoration shall fail to complete it in accordance with such provisions with reasonable diligence, and such failure shall continue for a period of fifteen (15) days after notice by Casitas, Casitas may, at its option and upon serving written notice upon Concessionaire that it elects to do so, make and complete such restoration. In such event, and whether or not this Agreement may have theretofore been terminated by reason of any default by Concessionaire, Casitas shall have the right, as the restoration progresses, to use and apply the insurance proceeds to the cost of such restoration to the extent that it shall not theretofore have been applied to the payment of reimbursement of costs and expenses of Concessionaire and the mortgagee in making the restoration.

(g) Abatement. If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to Casitas by Concessionaire may be abated and/or other relief afforded to the extent that the Casitas General Manager may determine the damage and/or restoration interferes with Concessionaire's operations; provided a claim therefore is filed with the Casitas General Manager within one

hundred (100) days of notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Demised Premises is found by the Casitas General Manager to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to its operations, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(h) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.

(i) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within sixty (60) days from the date of the damage or destruction, commence full repair at Concessionaire's cost or a negotiated cost share and continue the performance of this Agreement in good faith to completion. In any event, the Demised Premises shall remain the property of Casitas. Casitas shall be under no obligation to make any repairs or reconstruct any buildings or structures.

17. NON-ASSIGNMENT

During the term of this Agreement, the responsibilities of the Concessionaire as described herein shall not be assigned to others without prior written approval of Casitas Board of Directors.

18. THIRD PARTY CONTRACTS AND PERMITS

Concessionaire may not enter into, or issue and administer, third party permits or concession contracts to persons or associations for the purpose of selling or soliciting services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this Agreement, without prior written approval of Casitas. Written approval shall be by amendment to this Agreement.

19. IMPROVEMENTS, EQUIPMENT AND INVENTORY

(a) Construction of structures or improvements within the Demised Premises or disposal of the same by the Concessionaire shall only be done with the prior written approval of Casitas.

20. CONSTRUCTION

(a) Prior Written Approval. Concessionaire shall not make any alterations, additions, structure replacements or improvements to the Demised Premises without first obtaining Casitas' and Reclamation's prior written approval of all plans, specifications, drawings, and architectural/construction cost estimates, which approval may be withheld if the proposed alteration, addition, or improvement is not within the theme or character of the LCRA or if not approved by Reclamation, exceeds the express or implied scope of Concessionaire's services under this Agreement, sacrifices the public health, safety, or welfare, or for any other reason infringes on Casitas' operation of the LCRA. The Concessionaire shall provide to Casitas and initial request for consideration by Casitas and the USBR, and pay for any or all USBR or Casitas' plan review or preliminary environmental reviews. Said request may include conceptual sketches and drawings.

(b) Cost and Expense. In the event Casitas consents to Concessionaire making any alterations, additions or improvements to the Demised Premises, Concessionaire agrees that the same shall be made at Concessionaire's sole cost and expense.

(c) Plans and Specifications. Concessionaire shall appropriately utilize the services of architects, engineers, and contractors that are appropriately licensed by the State of California. Concessionaire shall cause two sets of a preliminary design to be prepared and submitted for review and approval by Casitas and the USBR; and within sixty (60) days following the approval thereof, cause two sets of working drawings and a general construction schedule to be prepared and submitted for review and approval by Casitas and the USBR.

Upon approval thereof, said working drawings shall be incorporated herein by reference. Concessionaire shall within thirty (30) days after the approval of the working drawings as provided herein, post the construction site with a notice on non-responsibility of Casitas for payment of the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same. The improvements shall be deemed to be complete upon acceptance of the works of improvement by the Casitas General Manager, as evidenced by the certification of a qualified engineer or architect that the improvements were built in compliance with all state and county building and safety codes. The concessionaire shall provide to Casitas one copy of as-built plans within sixty (60) days after the completion of the works of improvement.

(d) Practices and Procedures. In making any alterations, additions, or improvements to the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Concessionaire agrees that Casitas shall have the right to access to the premises during the construction work for the purposes of Casitas' own inspection of the construction work. This inspection is not in service to the Concessionaire or a substitute for Concessionaire's inspection or control of the construction work. The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the construction work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA.

(e) Insurance and Bonds.

- (1) Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof or evidence that his existing coverage will cover the construction.
- (2) Concessionaire shall be responsible for providing bonds for the construction as follows:
 - a. Payment Bond. Concessionaire shall file with Casitas a surety bond to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the construction contract, conditional as provided by Section 3247 of the Civil Code.
 - b. Performance Bond. Concessionaire shall also file with Casitas a surety bond, to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the construction contract.
 - c. Maintenance and Guarantee. Concessionaire hereby guarantees that the entire work constructed by him under contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him/her. Concessionaire hereby agrees to make, at his/her own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him/her that becomes evident within one (1) year after completion, and to restore to full compliance with the requirements of the contract, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the contract. Concessionaire shall make all repairs and replacement promptly upon receipt of written orders from Casitas to do so. If the Concessionaire fails to make the repairs and replacements promptly, Casitas may do the work and the Concessionaire and his/her Surety shall be liable to Casitas for the cost thereof.
 - d. Each of said bonds shall be executed by the Concessionaire and a corporate surety licensed in the State of California. If the amount payable under terms of the contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

(f) Removal. Casitas reserves the right, upon written notice, to require the Concessionaire to remove structures, buildings and/or improvements made by the Concessionaire with the consent of Casitas during the term of this Agreement within ninety (90) days of the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise). Should Concessionaire fail to remove said structures, buildings, and improvements pursuant to said notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition. For any removal, Concessionaire shall restore the Demised Premises to its original condition.

(g) Trade Fixtures. Upon prior written approval by Casitas, Concessionaire may provide and install appliances, furniture, fixtures and equipment mutually agreed by the parties to be required for the operation of the Concession. Said appliances, furniture, fixtures and equipment shall remain the property of Concessionaire who shall have the right to remove, repair, and replace same from time to time as appropriate and at no cost or expense to Casitas.

(h) Trade Fixtures Removal. During the last thirty (30) days preceding the scheduled expiration of this Agreement, and within thirty (30) days after any sooner termination of this Agreement, Concessionaire shall remove any appliances, furniture, fixtures and equipment from the premises, other than those which have been furnished by Casitas or are so affixed that their removal from the Demised Premises cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures and equipment within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and Casitas may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse Casitas for any cost incurred in excess of and consideration received from the sale, removal or demolition thereof.

21. OPTION TO PURCHASE

Upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), Casitas shall have the first-right option to purchase any and all structures, installations, facilities, equipment and stock-in-trade owned by Concessionaire.

22. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT

(a) The parties hereto shall meet annually, or more often if requested by either party, to inspect the Demised Premises and review the administration, operation, maintenance and requested development of the Concession. The purpose of this inspection and review is to ensure that administration, operation, maintenance and development procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Concession is in accordance with the intended purposes and in compliance with Casitas Ordinances. Deficiencies and problems shall be corrected in a timely manner by the Concessionaire.

(b) Concessionaire shall be evaluated by Casitas under a Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted semiannually. All other evaluations shall be conducted as Casitas may desire as identified under this agreement. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(c) The USBR may conduct an annual inspection of Casitas and Concession operations and will provide in writing necessary corrective action and time line for compliance.

(d) Notification of any non compliance with the term and conditions of this Agreement shall be in writing, giving a ninety (90) day period of time in which the non-compliant act or omission shall be corrected.

(e) In the event the Concessionaire disagrees with Casitas' direction regarding any corrective action, Concessionaire and Casitas shall attempt to reach mutual agreement on such action within the ninety (90) day period, or such longer period as may be mutually agreed to by both parties hereto, as necessary to address any notice of non-compliance. If, after ninety (90) days, or longer agreed period, there is no mutual

agreement on the proposed action, Casitas' proposed action shall take precedence. If this occurs both parties have the right to terminate this Agreement after notice in writing as set forth in Item 24 below.

23. EXAMINATION OF RECORDS

(a) Casitas, a public entity, requires that, at any time, the Concessionaire produce for examination any pertinent books, documents, papers, and financial records of the Concessionaire and/or the Concessionaire's contractors, permittees involving transactions related to this Agreement within the Public Records Act parameters.

(b) Casitas may, at any time, request an independent audit of the Concessionaire's financial activities for the LCRA. Such independent audit shall be performed at the cost of Casitas. Any discrepancies found during such audits shall be corrected within a reasonable amount of time, as determined by Casitas, by the responsible party.

24. NOTICE TO CURE/DISPUTE RESOLUTION

(a) Non-Compliance. Notification of non-compliance with the terms and conditions of this Agreement shall be in writing, giving a period of time in which the non-compliance shall be corrected. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time shall be grounds for termination of all or part of this Agreement or temporary suspension of operation after notice in writing of such intent.

(b) Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute as soon as possible as outlined in Exhibit F.

(c) The inability of Casitas' and Concessionaire's designated representatives to mutually agree on a proposed action within thirty (30) calendar days, or longer period as may be agreed to by the parties hereto, may result in termination of this Agreement by either party.

25. TERMINATION

This Agreement shall terminate and all rights and obligations of the parties under this Agreement will cease under any one of the following conditions:

(a) Upon expiration of the term of this Agreement.

(b) For cause, including, but not limited to, violations of Casitas Ordinance entitled "An Ordinance of Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area", failure to pay fees, violation of health and safety regulations and violation of Federal, State and local regulations as applicable, upon receipt of a written notice of termination from Casitas.

(c) At any time upon written notice to Concessionaire that Casitas has received a notice of termination from the USBR.

(d) In the case of termination for cause, Concessionaire must completely vacate the Demised Premises within thirty (30) calendar days of written notice of determination.

26. CANCELLATION UPON DEFAULT

(a) Notice to Concessionaire. Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Casitas General Manager shall give Concessionaire ten (10) days notice by registered, certified mail, or hand delivery of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon before the Board of Directors will be afforded on or before said date, if request is made therefor.

(b) Possession. Upon cancellation Casitas shall have the right to take possession of the Concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Notice to Lenders. The Casitas General Manager shall send a copy of any intended cancellation of this Agreement to any Lender whose security would be affected thereby provided that such Lender shall have previously registered with the Casitas General Manager by written notice specifying the name and address of said Lender; and upon Lender's request for postponement, extend the date set for cancellation by such time as the Casitas General Manager finds reasonable to correct the grounds for cancellation or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage. Any new concessionaire shall be responsible for correcting the original grounds for cancellation within a time set by the Casitas General Manager.

(d) Events of default shall be:

- (1) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.
- (2) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- (3) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.
- (4) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.
- (5) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.
- (6) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.
- (7) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

- (8) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.
- (9) The execution by Concessionaire of an assignment for the benefit of creditors.
- (10) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.
- (11) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.
- (12) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.
- (13) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

27. RIGHT OF ENTRY

(a) General. Any officers and/or authorized employees of Casitas may enter upon the Demised Premises any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms of this Agreement, or for any other purpose incidental to the rights of Casitas within the demised premises. No re-entry or taking of the premises by Casitas pursuant to this Agreement shall be construed as an election to terminate this Agreement, unless a written notice of such intention is given to Concessionaire or unless the termination thereof is decreed by a court of competent jurisdiction.

(b) Abandonment. In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

28. INDEPENDENT CONTRACTOR

In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor has been or is intended to be created. The parties to this Agreement do not intend to create a partnership, joint venture, relationship of master and servant, or principal and agent. It is mutually understood and agreed that the relationship created between the parties to this Agreement is to be determined in accordance with the laws relating to owners and lessees of real property.

29. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

30. **NOTICE**

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing: Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

Casitas: Casitas Municipal Water District, 11311 Santa Ana Road, Ventura, California, 93001

Concessionaire: Gary Wolfe, 2923 Seaview Avenue, Ventura, California, 93001.

31. **BOARD REVIEW**

The Board of Directors may review all decisions by the Casitas General Manager contained in this Agreement. A decision rendered by the Casitas General Manager is deemed final if it is not placed on the Board's agenda within sixty (60) days of being rendered by the Casitas General Manager. If the Board places a decision rendered by the Casitas General Manager on the Board's agenda within said sixty (60) day period, the decision is not final until formally ratified by the Board.

32. **MERGER AND MODIFICATION**

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

33. **ATTORNEYS FEES**

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expense.

34. **ASSIGNMENT**

Neither the Concessionaire nor Casitas shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

35. **SUCCESSORS IN INTEREST**

Subject to Paragraph 34, the rights and obligation of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

36. **DESIGNATED REPRESENTATIVES/NOTICES**

The parties hereto agree that the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

Casitas – General Manager, Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California 93022.

Designated Representative – Park Services Manager, 11311 Santa Ana Road, Ventura California 93001.

Concessionaire – Gary Wolfe, 2923 Seaview Avenue, Ventura, California, 93001

Any written notice, demand, or request, as required or authorized by this Agreement, shall be properly given if delivered by hand, or by mail, postage prepaid, to the other party as above listed. Both parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

37. AGREEMENT DRAFTING CONSIDERATIONS

The parties hereto agree and acknowledge that this Agreement has been drafted after full arms-length negotiations, and that the usual rule of contractual construction that all ambiguities shall be construed against the drafting party shall not apply to the interpretation of this Agreement.

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

CASITAS MUNICIPAL WATER DISTRICT

By: _____
Russ Baggerly, President of the Board of Directors

**CONCESSIONAIRE
LAKE CASITAS MARINA, INC. d/b/a
CASITAS BOAT RENTALS**

By: _____
Gary L. Wolfe, President

Attest:

By: _____
Bill Hicks, Secretary of the Board of Directors

G:\WPDOCS\CONTRACT\BAIT&TAC\Agreements\Bait&TackleConcessionAgr.Final.for.Board.3.15.12.doc

Appendix 1: Definitions

- (a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Park Store; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.
- (b) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.
- (c) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.
- (d) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (e) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.
- (f) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.
- (g) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance.
- (h) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, that are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g. wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).
- (i) "Concession Fee" means the fee established by a third party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.
- (j) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well kept condition.
- (k) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).
- (l) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing

(m) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.

(n) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.

(o) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.

(p) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).

(q) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.

(r) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred

(s) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.

(t) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.

(u) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g. water, power, and sewer lines) and constructed site improvements (e.g. paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

(v) "Gross Sales" means money, cash receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, fees and commissions made or earned by Concessionaire and/or all the assignees, subcontractors, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Demised Premises, including, but not limited to, food and beverage sales, merchandise sales, catering and "to-go" sales and services, and other revenues of any kind except: (i) the amount of any sales tax, use tax, gross receipts tax, successor tax or similar tax, imposed by a federal, state, municipal or governmental authority directly on sales and collected from customers; (ii) the exchange of merchandise between other concessions and/or stores of Concessionaire where such exchange is made solely for the convenient operation of the business of Concessionaire and not for the purpose of depriving Casitas of the benefit of a sale which otherwise would be made from the Demised Premises; (iii) proceeds from the sale of trade fixtures, machinery and equipment; and (iv) the amount of any cash or credit refund made upon any sale from the Demised Premises previously included in Gross Sales.

Appendix 2: List of Acronyms

ESA	Endangered Species Act
IPM	Integrated Pest Management
LCRA	Lake Casitas Recreation Area
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
PP&E	Plant, Property and Equipment
RMP	Resource Management Plan
USBR	U.S. Bureau of Reclamation

Draft.FINAL IN PROCESS 3/28/2012

EXHIBIT A

MARINA CONCESSION - DEMISED PREMISES

The purpose of Exhibit A is to establish the physical boundaries of the concession operation and indicate the location of each service. The Marina Concession is authorized to conduct its business within the specified locations of Lake Casitas Recreation Area, as generally illustrated in A-1, and limited to the area within the outlined Demised Premise boundaries as illustrated in A-2 attached hereto. The Casitas Municipal Water District and Bureau of Reclamation will continue have ownership/management over all assigned Demised Premises.

Draft.FINAL IN PROCESS 3/28/2012



EXHIBIT A-3

LIST OF ITEMS WITHIN AND ADJACENT TO DEMISED PREMISES OWNED BY CASITAS

Maintenance Barge 28'
Boat House – Houses Two Vessels
Three (3) Aluminum Picnic Tables
Six (6) Trash Receptacles
One (1) Recycle Receptacle
One (1) Security Light
One (1) Flag Pole
Marina Delineating Log Boom
Miscellaneous Buoys
Two (2) Edison Poles and Utility Boxes
Three (3) Aluminum Launch Docks
Restroom Facility (pictured below) 24' 6" x 20' 6" containing four (4) separate restrooms,
adjacent decorative bear carving, curbed planter boxes, irrigated lawn area sidewalk and
wheelchair accessible ramp

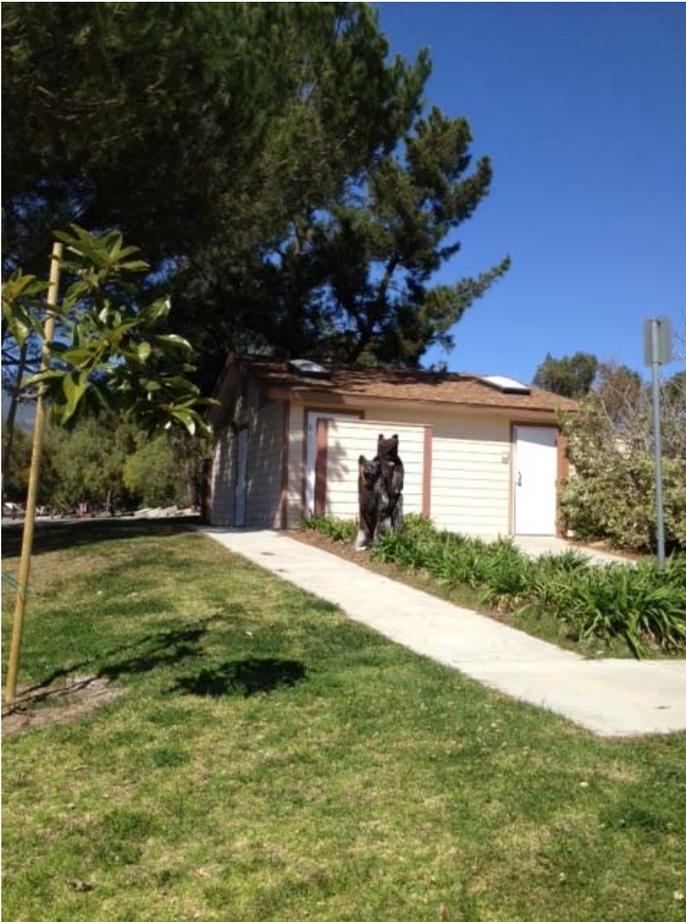


EXHIBIT B ENVIRONMENTAL REQUIREMENTS

(a) Concessionaire shall operate, maintain and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.

(b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.

(d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.

(e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.

(f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.

(g) The Endangered Species Act of 1974 will be given full consideration in all activities.

(h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

(1) Executive Order 11990, Protection of Wetlands.

(2) Executive Order 11988, Floodplain Management.

(3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).

(4) Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).

- (5) Executive Orders 11664 and 11989 for Off-Road Use.
- (6) National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).
- (7) Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- (8) Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- (9) National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- (10) Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- (11) Archaeological and Historic Preservation Act (Public Law 93-291).
- (12) Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- (13) Executive Order 11593, Protection and Enhancement of the Cultural Environment
- (14) National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- (15) Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- (16) Executive Order 12088, Federal compliance with Pollution Control Standards
- (17) The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).
- (18) Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.)
- (19) Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).

- (20) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.
- (21) 43 Code of Federal Regulation, Part 420 (off-road vehicle use on USBR lands).
- (22) 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- (23) Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).
- (24) Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

EXHIBIT C

AMERICANS WITH DISABILITIES REQUIREMENTS

Concessionaire shall fully comply with the Americans With Disabilities Act (ADA) and Americans With Disabilities Guidelines (ADAG) as amended from time to time, as applicable.

Draft.FINAL IN PROCESS 3/28/2012

EXHIBIT D-1 EQUAL OPPORTUNITY REQUIREMENTS

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

- (a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire 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. Concessionaire 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.
- (b) Concessionaire will, in all solicitations or advertisements for employees placed by or in behalf of the Park Store Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.
- (c) Concessionaire 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 Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Concessionaire 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.
- (e) Concessionaire 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.
- (f) In the event of Concessionaire'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 Casitas or the USBR and the Concessionaire 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.
- (g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D-2
CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

EXHIBIT E
TITLE VI, CIVIL RIGHTS ACT OF 1964

(a) Concessionaire 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 Managing Partner receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Concessionaire by the United States, this assurance obligates Concessionaire; 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 Concessionaire for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Concessionaire for the period during which the Federal financial assistance is extended to it by the United States.

(c) 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 Concessionaire by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Concessionaire 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 Concessionaire, its successors, transferees, and assignees.

EXHIBIT F DISPUTE RESOLUTION, MEDIATION AND ARBITRATION

In the event of dispute or controversy arising out of or relating to this Agreement, the parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation

In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within [time period] after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within [time period] after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

(a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

(b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.

(c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: NEIL COLE, PRINCIPAL CIVIL ENGINEER
SUBJECT: ACCEPT PROPOSAL AND ENTER INTO AN AGREEMENT FOR DESIGN SERVICES TO UPGRADE THE HVAC AND LIGHTING SYSTEMS AT THE DISTRICT OFFICE
DATE: MARCH 22, 2012

RECOMMENDATION:

It is recommended that the Board of Directors accept the proposal and enter into an agreement with AE Group Mechanical Engineers in an amount not to exceed \$59,500 to prepare plans and specifications to replace the Heating, Ventilation and Air Conditioning (HVAC) and lighting systems in the Casitas Municipal District office building.

BACKGROUND AND DISCUSSION:

The Casitas office building primary HVAC system is now over 25 years old and subject to numerous breakdowns. The lighting system is even older and bulbs for the upstairs fixtures will no longer be manufactured in the near future. A preliminary report recommended that both systems be replaced with modern efficient systems.

AE Mechanical Group was selected to complete the preliminary study after a Request for Proposal process was conducted. Staff is now recommending that Casitas enter into an agreement with AE Mechanical Group to complete the design phase of the project.

The scope of work for the design phase will include:

- Preparing plans and specifications to replace the primary HVAC system
- Prepare plans and specifications for a dedicated HVAC system for the computer server room.
- Prepare Plans and specifications to replace the upstairs lighting fixtures.
- Prepare plans and specifications to replace the main switchgear and distribution panel
- Evaluate effectiveness of window treatments to provide a more efficient building.
- Provide technical assistance during construction.

The preliminary study estimated the cost to replace the HVAC, not including the design cost, at approximately \$260,000 and \$95,000 to replace the lighting and switchgear.

The FY 2011-12 Budget included \$100,000 for replacement of the HVAC and lighting systems.

**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
AE Group Mechanical Engineers, Inc.
FOR
DESIGN SERVICES-DISTRICT OFFICE HVAC & ELECTRICAL UPGRADES**

THIS AGREEMENT is made and entered into this _____ day of _____ in the year 2012 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **DISTRICT**, and **AE Group Mechanical Engineers, Inc.** herein designated as the **CONSULTANT**.

WITNESSETH

WHEREAS, the District issued a request for proposals to provide design services to complete a preliminary evaluation of the Heating, Ventilation, Air Conditioning (HVAC) and lighting systems in the District Office at 1055 Ventura Avenue in Oak View; and

WHEREAS, the Consultant was selected to complete the preliminary evaluation; and

WHEREAS, the Consultant submitted the preliminary evaluation and Casitas accepted the evaluation; and

WHEREAS, the Consultant submitted a proposal dated February 7, 2012 to complete design services for the preliminary evaluation recommendations; and

WHEREAS, District desires and Consultant is willing to provide the professional services requested; and

WHEREAS, Consultant is well qualified to complete the design services; and

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

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 29, 2012.
2. DATA FURNISHED BY DISTRICT. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District has furnished Consultant with existing information which was indicated by District as being available and which Consultant had requested. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project.

Agreement for Design Services

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

Project Goal

The goal of the project is provide plans and specifications suitable for construction to replace the existing HVAC system, lighting system and power service panel. The scope of work shall be as contained in the Proposal dated February 7, 2012 (Exhibit 1) prepared by the Consultant. The scope of work does not include construction management.

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be as shown in Exhibit 1. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$59,500 without the prior written consent of the District.

5. DELIVERABLES. The completion and delivery of one copy and one electronic file (Adobe format or otherwise mutually agreed format) of the following shall be defined as the work required to achieve the designated deliverables:

- Plans for HVAC, lighting and electrical service panel replacement
- Technical specifications for HVAC, lighting and electrical service panel replacement
- Consultant's construction cost estimate
- Consultant's assistance during bidding and construction
- Evaluation of window treatments or modifications

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

Agreement for Design Services

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.
10. PROJECT SCHEDULE The Consultant understands the importance of accurate and timely completion of the required tasks. The project shall be completed by June 30, 2012 or as mutually agreed.
11. RESPONSIBILITY OF CONSULTANT.
 - a) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, promptly correct any CONSULTANT errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
 - b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the cost proposal. Approval by District of analyses, inspection, testing, reports, designs and incidental engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of CONSULTANT's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - c) CONSULTANT shall be and remain liable in accordance with applicable California law for damages to District caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.
13. PERSONNEL. District requires the following project team members to work directly with District until completion of the project. CONSULTANT shall inform District immediately if any

Agreement for Design Services

of the following personnel or staff listed in the proposal becomes unavailable for any reason prior to completion of their tasks:

Agreement for Design Services

<u>Name</u>	<u>Task</u>
Phil White	Principal-in-Charge

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, CONSULTANT shall promptly submit to the District the name and qualifications of the proposed replacement person(s). CONSULTANT and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. CONSULTANT agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

12. INSURANCE.

a) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONSULTANT or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.

b) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.

c) During the course of this Agreement, CONSULTANT shall pay for and maintain in full force and effect, public liability and property damage insurance naming District, its officers, directors, and employees as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by CONSULTANT or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Contractor's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. CONTRACTOR shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to District and naming District, its officers, directors and employees as additional insured with respect to claims arising out of operations performed on behalf of CONSULTANT for the consulting services covered by this Agreement.

Agreement for Design Services

d) Prior to the commencement of performance of any work under this Agreement, CONSULTANT and its subconsultants shall furnish District with certificates of insurance in form and substance satisfactory to District evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to District in the event of a cancellation, non-renewal or expiration of the coverage.

14. INDEMNIFICATION. CONSULTANT shall defend, indemnify and hold District and its officers, directors, employees, and agents harmless from all loss, liability and expense from all claims, demands or liability if and to the extent caused by negligence or willful misconduct of CONSULTANT, its subconsultants and employees whether such claims, demands or liability are caused by CONSULTANT, CONSULTANT's agents or employees, or subconsultants employed by CONSULTANT, their agents or employees, or products installed on the project by CONSULTANT or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the assessment services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault.
15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
16. TERMINATION. In addition to the rights granted to District under the General Conditions, District may, by written notice to CONSULTANT, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, CONSULTANT will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but CONSULTANT shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by CONSULTANT. In the event of a termination without cause, CONSULTANT will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by District.

Agreement for Design Services

17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of DISTRICT when CONSULTANT has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist CONSULTANT in performing under this Agreement shall be delivered forthwith to DISTRICT. However, nothing shall prevent CONSULTANT from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONSULTANT pursuant to this Agreement are instruments for service specific to this project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by DISTRICT for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. DISTRICT has entered into this Agreement in order to receive the services of CONSULTANT. The provisions of the Agreement shall equally apply to any subcontractor of CONSULTANT. CONSULTANT shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. CONSULTANT's opinions on cost and schedule shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from CONSULTANT's estimates or forecasts or from actual outcomes.
23. Mediation. In an effort to resolve any claims or conflicts that arise during the design or

Agreement for Design Services

construction of the Project or following the completion of the project, the District and Consultant agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

- 23. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

<p><u>To District:</u> Steven E. Wickstrum, General Manager Casitas Municipal Water District 1055 Ventura Avenue Oak View, CA 93022 (805) 649-2251</p>	<p><u>To Consultant:</u> Phil White AE Group Mechanical Engineers, Inc. 838 Front street Ventura, CA 93001-2925 (805) 653-1722</p>
--	---

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary,
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

John Matthews, Attorney
Arnold, Bleuel, LaRochelle, Matthews & Zirbel LLP

AE Group Mechanical Engineers, Inc.

By: 

Agreement for Design Services

President-Phil White

AE Group Mechanical Engineers, Inc.

**838 East Front Street
Ventura, California 93001-2925
(805) 653-1722 fax (805) 653-7260
phil@aegroupme.com**

February 7, 2012

Neil Cole
Casitas Municipal Water District
1055 North Ventura Ave
Oak View, CA 93022

transmitted by email

**SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES FOR CMWD
OFFICES HVAC AND ELECTRICAL**

Dear Neil,

This letter is a formal proposal and fee schedule for the engineering services related to the design of HVAC and electrical systems for the District offices in Oak View. This proposal is in response to the request for proposal and the recent request for additional electrical design services. We will provide the following:

1. HVAC Plans and Specifications for Computer Room. We will prepare plans and specifications indicating a new dedicated HVAC system for the computer room. Included will be any structural modifications needed for mounting equipment, mechanical and plumbing plans for complete systems, controls plans, and energy compliance documentation. Electrical excluded. Included will be plan check corrections. Structural engineering will be performed by Larry Hauer of Ventura.
2. HVAC Plans and Specifications for Balance of Building. We will prepare plans and specifications indicating new HVAC systems for the balance of the building as outlined in the evaluation report. Included will be any structural modifications needed for mounting equipment, mechanical and plumbing plans for complete systems, controls plans, and energy compliance documentation. Electrical Excluded. Included will be plan check corrections. Structural engineering will be performed by Larry Lauer of Ventura.
3. Electrical Plans and Specifications. We will prepare electrical plans and specifications for HVAC systems, lighting systems, and main switchgear and distribution replacement (all projects). Electrical plans will be performed by Hood and Associates of Ventura.
4. Assistance with Construction Administration. Included will be assistance during bidding, responses to requests for information, job walk, review of submittals, observation of construction, attendance at job meetings, preparation of punch list, and assistance with commissioning. It is understood that you will engage a construction administrator.

February 7, 2012

Neil Cole – Proposal for Services

Page 2

5. Evaluation of Window Treatments. We will perform limited energy modeling to evaluate the cost effectiveness of alternative window treatments.

Exclusions. Permits, design of changes to envelope (such as windows, insulation, etc.), and any services not specifically delineated above. Additional services can be provided; however, scope and fee would need to be negotiated.

For items 1-2 above – fixed fee of \$59,500, broken down as follows: Item 1 – HVAC plans for computer lab - \$4,000 (of which 20% is construction administration), Item 2 – HVAC plans for rest of building - \$25,500 (of which 20% is construction administration), Item 3 – electrical plans for lighting, HVAC systems, and main switchgear and distribution replacement (all projects) - \$26,500 (of which 20% is construction administration), Item 5 – window treatment evaluation - \$3,500. Any additional services, including significant re-design required by CMWD decisions, will be performed on an hourly rate basis at the following rates: mechanical, structural or electrical engineer (registered) - \$165/hr; engineering assistant - \$105/hr. Out of pocket expenses – actual cost plus 10%.

These services will be performed under an agreement for the provision of professional services between AE Group Mechanical Engineers, Inc. (Engineer) and the Casitas Municipal Water District (Client), subject to review, with the understanding that the following terms and conditions apply:

~~Payment Schedule. We will invoice you periodically for services completed. Payments are due upon presentation and shall be considered past due if not paid within 30 days of the date due.~~

~~Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, and his employees, agents, and subconsultants from and against any and all claims, damages, liability or cost, including reasonable attorneys fees and defense costs, arising out of or in any way connected with this project or the performance, by any of the parties above named, of the services under this Agreement, excepting only those damages, liabilities or costs to the extent caused by the sole negligence of the Engineer.~~

~~Termination: Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party 14 days prior written notice. The Client shall within 30 days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination.~~

February 7, 2012

Neil Cole – Proposal for Services

Page 3

Mediation: In an effort to resolve any claims or conflicts that arise during the design or construction of the Project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We look forward to working with you on this project. If you have any questions, please call.

Sincerely, 

Phil White

AE Group Mechanical Engineers, Inc.

AEGME//mos

CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA

DATE: March 19, 2012
TO: Steve Wickstrum, General Manager
FROM: Carol Belser, Park Services Manager
SUBJECT: Recreation Area Monthly Report for February 2012

Visitation Numbers

The following is a comparison of visitations for February 2012:

	Feb. 2011	Feb. 2012	Jan. 2012
Visitor Days	18,216	31,240	28,668
Camps	1,758	2,290	1,744
Cars	4,554	7,810	7,167
Boats	326	373	277
Kayaks & Canoes	5	11	11

Fiscal Year to Date Visitation	
2010/2011	394,420
2011/2012	429,688
% Change	8.941

Administration

The Recreation Area long term concession agreements for the Marina (Marina, Café and Bait and Tackle) and Park Store were reviewed in closed session at the January 26, 2012 Recreation Committee meeting. Staff are continuing the process of evaluating the proposals and will recommend contract agreements for the Board's consideration.

Boating

There were 25 cables sold for new inspections, 35 vessel re-inspections, and 761 boats were retagged. Four failed the first inspection. Shoreline fishing at night was held February 3 and 4.

PSO and APSO staff are continuing to collect data for the creel survey and an opinion survey the first week of each month. The data collected is analyzed by Scott Lewis and will be used in the Fisheries Management Plan.

Incidents

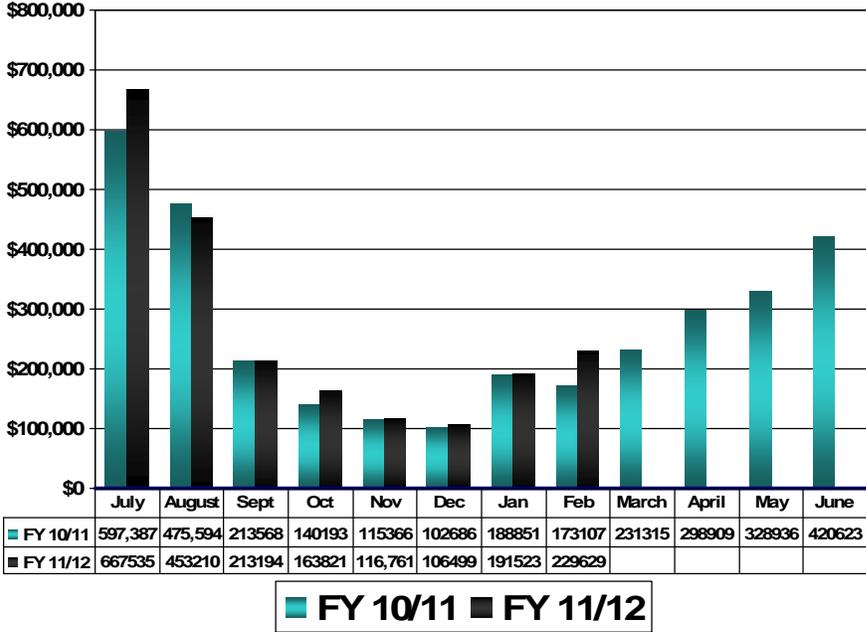
There were no incidents that required call for emergency service for the month of February.

Revenue Reporting

The figures below illustrate all Lake Casitas Recreation Area's revenue collected in the respective

month (operations, concessions, Water Adventure, etc.) per the District's Financial Summary generated by the Finance Manager.

LCRA TOTAL REVENUE



CASITAS MUNICIPAL WATER DISTRICT
Inter-Office Memorandum

DATE: March 20, 2012
TO: Board of Directors
CC: Steve Wickstrum, General Manager
FROM: Ron Merckling, Water Conservation/Public Affairs Manager
RE: Legislative Update

RECOMMENDATION:

Staff recommends Board of Directors receive and file legislative report. Staff's focus is to maintain or enhance local governance and local funding.

BACKGROUND AND OVERVIEW:

Post Redevelopment:

ABX 126 Dissolved redevelopment agencies last year. Court ruled in favor of the state's ability to legislate against cities' ability to maintain redevelopment agencies. No special districts will have property taxes removed without their approval. Two bills, AB 1585 and SB 654 aim to provide some funding to low and moderate income housing. Successor agencies must adopt payment schedules by April 1, 2012. County auditors have developed draft guidelines on their expectations and interpretations of the law. By May 1, 2012, each redevelopment agency should have an oversight board assigned to it. The largest special district with property taxes in each area will participate on the oversight board. By 2016, oversight boards will be combined so there will be one per county. Successor redevelopment agencies shall make property tax payments for January and April periods as one combined payment to be made in May of 2013.

CSDA will hold an April 4, 2012 webinar that will provide legal expertise regarding the transfer of funds from former redevelopment agencies to special districts and a review of legislative bills addressing oversight boards. The governor anticipates as much as \$170 million coming back to special districts in the first year alone.

Public Pension Reform:

All bills were put on hold at the end of last year. The legislature has taken a rare action to form a conference committee that will address comprehensive pension reform; usually conference committees are formed to address budget items only. The committee plans to hold a couple more public hearings. They are considering the governor's 12 point plan that includes creating a hybrid retirement system; require employees to share in 50% of CalPERS cost; Increase the age of full retirement for new employees, the issue of employees transferring to another agency has yet to be addressed. The bill will not be amended once it is out of committee, it will go directly to the assembly and senate for a vote. All pension reform ballot measures are now off the November ballot so there is less pressure for the committee to move quickly on this matter. The governor's plan would phase in the employee cost share of CalPERS.

LAFCO Law:

AB 2238 – Consolidations and mergers – this bill would promote water agencies to consolidate by encouraging smaller agencies that have difficulty with maintaining public health requirements to merge with larger agencies. This bill would require LAFCO's five year review to analyze local agency consolidation potentials.

Other legislation:

SB 1125 – Out of state sales taxes - this bill would require special districts to monitor out of state purchases to ensure that proper sales taxes are paid. CSDA has received verbal commitments that special districts will be removed from the language of this bill.

SB 1387 – Metal theft – this bill would make it crime for recycling centers and junk holders to possess fire hydrants, backflows and manhole covers without permission from local utility agencies.

AB 1543 – Prohibition of International Purchases – this bill would prevent local agencies from making purchases from overseas. This bill is likely unconstitutional.

AB 2021 – Withholding Retention Proceeds – the CSDA has received comments from author that special districts will be removed from bill language.

AB 1506 – State Responsibility Areas: Fire Prevention Fees – This bill aims to prevent governor's proposal to assess fees to rural areas that receive state fire protection services.

AB 2474 – State Responsibility Areas: Fire Prevention Fees – This bill aims to amend the governor's fee proposal to shrink proposed fees.

AB 1678 – Mobile food facility/trucks. This bill would prevent food trucks from coming within 500 feet of schools and parks. CSDA is working to omit the special districts from this legislation.

27th Conference Program!

April 19-20, 2012 • Hotel Nikko • San Francisco



Publications and MCLE Conference Programs
for the California Water Bar since 1989

California Water Law & Policy

California Water 2012: The Impacts of Recent Litigation and Regulation on Water Law Principles and Practice

California is facing some big issues right now. New regulatory actions suggest fundamental changes to the manner in which water quality and water supply management are regulated within the state. Various legal challenges are affecting background principles of California water law and policy long-thought as immutable. And developments dealing with the state's two largest water sources—the San Francisco Bay/Sacramento-San Joaquin Delta and Colorado River—are coming to a head.

We invite you to join us to hear from key institutional players and in-the-trenches attorneys on how these issues are playing out and how they will affect your practice. Highlights include an introductory presentation by Lester Snow of the Resources Law Group on "California's Institutional Water Framework" which will provide a blueprint of how these crucial topics weave together, and a Keynote Presentation from Phil Isenberg, Chair of the Delta Stewardship Council.

In addition to our distinguished Faculty of experts from our network of the state's top law firms, you will gain practical insight from representatives from:

Association of California Water Agencies
California Department of Justice
Delta Stewardship Council
Environmental Defense Fund
Resource Law Group
The Shibatani Group
State Water Resources Control Board
URS Corporation
U.S. Department of the Interior

If you attend only one MCLE water law conference this year, this should be the one.

Conference Co-Chairs:

Kevin O'Brien, Esq.
Gregory K. Wilkinson, Esq.

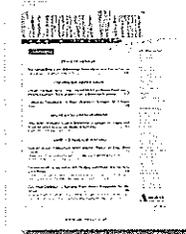


Kevin M. O'Brien, Esq.
Downey Brand
Sacramento



Gregory K. Wilkinson, Esq.
Best, Best & Krieger
Riverside

The only California Water Law & Policy conference produced by the California-based Publishers and Editors of the *California Water Law & Policy Reporter* and co-sponsored by many of the state's top law firms.



Conference Co-Sponsors:

Jackson | DeMarco | Tidus
Peckenpaugh

DOWNEY BRAND
ATTORNEYS LLP

COX CASTLE NICHOLSON

Brownstein | Hyatt
Farber | Schreck

BBK | **BEST BEST & KRIEGER**
ATTORNEYS AT LAW

Allen Matkins

Always in San Francisco,
always in the Spring.

REGISTER TODAY!

800-419-2741

<register@argentco.com>

Thursday, April 19

- 7:30 Registration and Continental Breakfast
- 8:30 **Opening and Introductory Remarks**
 • **Conference Overview with Critical Detail**
 Conference co-chairs: Gala Argent; Kevin M. O'Brien; Gregory K. Wilkinson
- 9:00 **Setting the Stage: California's Institutional Water Framework**
 Lester Snow, Director, Integrated Resource Management, Resources Law Group, Sacramento
- 10:00 BREAK
- 10:15 **Water—Where and When? Planning for Water Supply and Flood Control**
 • **Accelerated Climate Change: How a Shifting Flow Regime Is Redefining Water Governance in California**
 Robert Shibatani, CEO & Principal Hydrologist, The Shibatani Group, Sacramento
 • **The Future of Floodplain Management in California: the Central Valley Flood Protection Plan**
 Andrea P. Clark, Esq., Downey Brand, Sacramento
 • **The Status of Desalination Projects Statewide**
 Jan Driscoll, Esq., Allen Matkins, San Diego
 • **The 2012 Cadiz Project: Conserving, Recovering and Storing Groundwater for Southern California**
 Amy Steinfeld, Esq. Brownstein | Hyatt | Farber | Schreck, Santa Barbara
- 12:00 LUNCH
- 1:15 **The Endangered Species Act, Regulatory Takings and Water Flows: *Casitas Municipal Water District v. U.S.***
 • ***Casitas* and the State of Takings and Water Rights**
 Roderick E. Walston, Esq., Best, Best & Krieger, Walnut Creek
 • ***Casitas*: Right Result, (Mostly) Wrong Reasoning**
 Tara L. Mueller, Deputy Attorney General, California Office of the Attorney General, Oakland
- 2:15 **Area-of-Origin Litigation and California's State and Federal Water Projects**
 • **Update on *Solano County Water Agency et al. v. State of California***
 Jennifer Spaletta, Esq. Herum Crabtree, Stockton
 • **Implications of *Tehama-Colusa Canal Authority v. U.S. Department of the Interior***
 J. Mark Atlas, Esq., Downey Brand, Sacramento
- 3:00 BREAK
- 3:15 **Prop 218 Update: How's That Noose Feeling Now?**
 Steven P. Saxton, Esq., Downey Brand, Sacramento
- 3:45 **Quantification Settlement Agreement Developments**
 • **The Storm before the Calm...**
 David Osias, Esq., Allen Matkins, San Diego;
 • **Or, the Calm before the Storm?**
 Antonio Rossmann, Esq. Rossmann & Moore, San Francisco
 • **Mitigating the Decline of Air Quality Impact Mitigation at the Salton Sea**
 Kathryn M. Casey, Esq., Jackson | DeMarco | Tidus | Peckenpaugh, Irvine
- 5:00 Adjourn to Networking Reception

Friday, April 20

- 8:30 **Overview of Day Two**
 Gala Argent; Kevin M. O'Brien; Gregory K. Wilkinson
- 8:45 **Water Quality Permitting Issues: Expanding State and Regional Board Reach**
 • **Municipal Separate Storm Sewer System MS4 Permits and Stormwater Regulation**
 Craig K. Beam, Esq., Jackson | DeMarco | Tidus | Peckenpaugh, Westlake Village
 • **Water Reuse Developments and the "CII" Task Force Report to the SWRCB**
 Ed Othmer, PE, CPESC, URS Corporation, La Jolla
 • **Agricultural Discharge Waivers and the Central Valley/Central Coast RWQCBs**
 William J. Thomas, Jr., Esq., Best, Best & Krieger, Sacramento
- 10:00 BREAK
- 10:15 **Wetlands and Land Use Update**
 • ***Rapanos* Redux? The Federal and State Wetland Policy Implications of *Sackett v. EPA***
 Scott Birkey, Esq., Cox, Castle and Nicholson, San Francisco
 • **CEQA and Water Supply: Recent Developments and Strategies for Dealing with Uncertainty**
 Tamar C. Stein, Esq., Cox, Castle and Nicholson, Los Angeles
- 11:15 **Delta Diverters, the SWRCB and Pre-1914/Riparian Water Rights**
 • **The Implications of the *North Kern* Litigation**
 Jeanne Zolezzi, Esq., Herum Crabtree, Stockton
 • **Does the SWRCB Have Authority over Diverters Who Claim Riparian or Pre-1914 Rights?**
 Andrew H. Sawyer, Assistant Chief Counsel, State Water Resources Control Board, Sacramento
- 12:00 LUNCH
- 1:15 **KEYNOTE PRESENTATION: California Water Policy and the Delta: The Delta Stewardship Council**
 Phil Isenberg, Chair, Delta Stewardship Council, Sacramento
- 1:45 **The Delta Saga Continues: Movement on Multiple Fronts**
 • **The SWRCB, Bay-Delta Flow Standards, the BDCP and Implications for Water Allocation**
 Cynthia Koehler, California Water Legislative Director, Environmental Defense Fund, San Francisco
 • **The Structure of the Bay Delta Conservation Plan: ESA sections 7, 10/ NCCPA/NEPA/CEQA**
 David Nawi, Senior Advisor to the Secretary, U.S. Department of the Interior, Sacramento
 • **The Role of the SWRCB Regarding the Bay-Delta**
 Erin K.L. Mahaney, Senior Staff Counsel, State Water Resources Control Board, Sacramento
 • **Are the Bay-Delta Plans on the Right or Wrong Track?**
 Tim Quinn, Executive Director, Association of California Water Agencies, Sacramento.
- 3:30 Q&A and Evaluations, Adjourn

PROGRAM CO-CHAIRS:

- **Gala Argent** serves as President of Argent Communications Group, which publishes monthly practice-oriented legal Reporters on water, land use, environmental and climate change law and policy. This is the 27th California Water Law & Policy conference she has co-chaired.
- **Kevin M. O'Brien** is the managing partner at Downey Brand, where he practices environmental, water, natural resources and endangered species law. He has negotiated multi-million dollar water transfer deals, has litigated major water rights cases in state and federal courts, and has obtained approval for major new water supply projects.
- **Gregory K. Wilkinson** is a partner at Best, Best & Krieger, where he practices in the areas of water rights, water quality, endangered species and environmental impact reporting. He has successfully argued before the U.S. Supreme Court for the petitioners in *Bennett v. Spear*.

FACULTY:

- **J. Mark Atlas** assists cities, public agencies, non-profit organizations and private businesses in acquiring water, developing the infrastructure necessary for new development, and meeting the requirements of state and federal environmental regulations.
- **Craig K. Beam** represents clients in all aspects of local, state and federal land use planning including CEQA, NEPA, and Clean Water Act compliance, general plans, community plans, zoning, local coastal plans, and natural resource preservation.
- **Scott Birkey** practices in connection with the preparation of environmental review documents pursuant to NEPA, CEQA, and Section 404 of the Clean Water Act. His practice also includes advising clients regarding endangered species, wetlands and water rights law.
- **Kathryn M. Casey** represents clients before administrative agencies, boards and in litigation involving CEQA, NEPA, air quality and water-related issues, and in obtaining approvals for development projects and regarding environmental mitigation and regulatory compliance.
- **Andrea P. Clark** represents public agencies on regulatory matters related to water rights and flood control, and counsels flood control agencies on regulatory matters, contractual and financing issues.
- **Jan S. Driscoll** represents public, private and governmental entities in environmental, land use and/or water rights issues, including permitting, environmental review, negotiating with regulatory agencies, and litigation where appropriate.
- **Cynthia Koehler** works with staff members to craft strategies (legislation, regulations, litigation and policies) at the state and federal levels to reform California water laws and restore Western rivers and the San Francisco Bay-Delta ecosystem.
- **Erin Mahaney** advises the SWRCB on issues involving state and federal environmental law, water rights and administrative law. Much of her time in the past few years has been focused on Bay-Delta issues.
- **Tara L. Mueller** is a Deputy Attorney General representing the State of California and California agencies in matters relating to water rights law.
- **David Nawi** advises USDOJ Secretary Ken Salazar on matters relating to water rights and water supply in California and Nevada. He previously served as Regional Solicitor for the Department of the Interior.

- **David L. Osias** practices in a variety of water rights and water resources issues. He represents real estate developers, power plant developers, and agricultural and industrial users regarding surface appropriative and riparian rights and groundwater rights.
- **Ed Othmer** has managed a variety of large-scale storm water monitoring, research and compliance projects for Caltrans, the San Diego Unified Port District, the U.S. Navy, the U.S. Air Force and others.
- **Timothy Quinn** has worked on the Bay-Delta Conservation Plan now under development. Prior to joining ACWA, Quinn served as deputy general manager of the Metropolitan Water District of Southern California.
- **Antonio Rossmann** has practiced land use and natural resources law for more than a third of a century. He has served as counsel in leading water and land-use proceedings, including the Owens Valley groundwater war and the Mono Lake public trust litigation.
- **Andrew H. Sawyer** manages the activities of the Office of the Chief Counsel involving the State Water Resources Control Board's water rights and underground storage tank programs.
- **Steven P. Saxton** practices in the areas of litigation, water rights, administrative law, and under the ESA. He has served as lead counsel in many of California's largest cases involving water rights and flood management and liability in Northern and Central California.
- **Robert Shibatani** is a watershed hydrologist and has worked on research projects for the United Nations Educational Science and Cultural Organization, Atomic Energy of Canada, Ontario Ministry of the Environment, among many others.
- **Lester Snow** has previously served as Secretary of the California Natural Resources Agency, Director of the California Department of Water Resources, Regional Director of the U.S. Bureau of Reclamation, and Executive Director of the CALFED Bay-Delta Program.
- **Jennifer L. Spaletta** litigates commercial contract disputes, fraud, unfair competition and anti-trust claims, water and environmental law issues, and California Proposition 218 cases in state and federal courts.
- **Tamar C. Stein** represents clients with respect to all types of state, local and federal entitlements with special emphasis on Green issues, CEQA, NEPA, project permits and the Subdivision Map Act.
- **Amy Steinfeld** represents clients in a water rights issues including legal transactions, litigation, groundwater adjudications and water quality. She has represented clients in the Quantification Settlement Agreement litigation.
- **William J. Thomas, Jr.** represents agricultural business and water district interests before governmental agencies such as the state and regional water boards, the Agricultural Labor Relations Board, and the Departments of Food and Agriculture, and Fish & Game.
- **Roderick E. Walston** specializes in environmental law, natural resources, water law, and in appellate practice. Mr. Walston litigated many of California's important natural resources and environmental cases, and has argued several cases in the U.S. Supreme Court.
- **Jeanne M. Zolezzi's** practice includes counseling, administrative matters and water rights litigation. She handles state and federal litigation against the SWRCB and the U.S. Bureau of Reclamation.

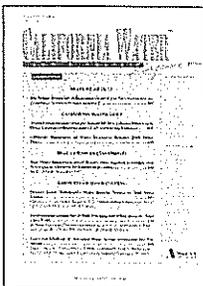
Location and Lodging:

The site of the program is the Hotel Nikko, 222 Mason St., San Francisco, CA 94102. A block of rooms has been reserved at a special negotiated rate of \$229. To register for your room at the discounted rate, call 800-248-3308, and ask for the "Argent California Water Law 2012" discount. Space is limited, so register by the April 2, 2012 cut-off date!

Tuition:

Conference tuition is \$795. A discount of \$100 is available for individuals from government agencies, public interest groups, or academia; for current subscribers to *California Water Law & Policy Reporter*; or for each attendee when two or more people from one firm or organization register together.

Tuition includes attendance, program materials, continental breakfasts, morning and afternoon refreshment breaks, and a three-month subscription to the *California Water Law & Policy Reporter* (a \$150 value).



Four Ways to Register:

Early registration is encouraged. To register: (1) Call 800-419-2741; (2) Mail the completed registration form on the reverse to: Argent Communications Group, PO Box 506, Auburn, CA 95604-0506; (3) Fax the completed form to 530-852-0360; or (4) email to <register@argentco.com>. Full payment or purchase order is due with registration.

MCLE Credit:

MCLE accreditation has been requested for this program. Pending MCLE accreditation approval by the State Bar of California for up to 11 hours.

Cancellation Policy:

Full refunds (less a \$50 processing fee) will be made only if notice is received by April 13, 2012. Substitutions are encouraged. Argent Communications Group reserves the right to cancel any program and assumes no responsibility for personal loss.

27th Conference Program!

California Water Law & Policy

April 19-20, 2012 • Hotel Nikko • San Francisco

REGISTRATION FORM

Yes! Please register the following:

Name: _____

Email: _____

Name: _____

Email: _____

Name: _____

Email: _____

Firm/Agency: _____

Address: _____

City: _____ St: _____ Zip: _____

Phone: _____

TUITION:

- \$795 per person, or
- \$695 each for two or more from the same firm, or
- \$695 government and nonprofit employees, or
- \$595 each for two or more government and nonprofit employees

PAYMENT METHOD:

- Check enclosed. Payable to Argent Communications Group
- P.O. attached. OR
- Charge my: Visa MasterCard Exp Date: _____

Card #: _____

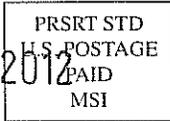
Signature (required): _____

Phone number (required): _____



PO Box 506
Auburn, CA 95604

REC'D MAR 16 2012



2 T15 P1 2424 *****AUTO**MIXED AADC 945
Mr. Steve Wickstrum
Casitas Mwd
1055 Ventura Ave
Oak View. CA 93022-9622

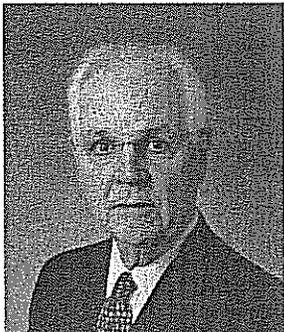
27th Conference Program!

California Water Law & Policy

April 19-20, 2012 • Hotel Nikko • San Francisco

California Water 2012: The Impacts of Recent Litigation and Regulation on Water Law Principles and Practice

WITH A KEYNOTE PRESENTATION BY:



Phil Isenberg, Chair
Delta Stewardship
Council

WHAT ATTENDEES SAY ABOUT THIS CONFERENCE:

"This conference was terrific. I appreciated the breadth and depth of the presentations and will use the information going forward."

—David Edwards, Deputy City Attorney
Los Angeles City Attorney's Office
Department of Water and Power

"The conference formula is spot on and allows enough flexibility to adjust to current topics. One could attend this conference every year and walk away with new, relevant, and useful information."

—Paul R. Boughman, Special Counsel, Water Law
Western Area Counsel Office, Camp Pendleton

REGISTER TODAY!

800-419-2741

<register@argentco.com>

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
03/22/12**

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	Weighted Average Days to Maturity
*TB	Federal Home Loan Bank	3133XSP930	12/13/13	\$743,750	\$732,032	3.125%	07/01/10	5.80%	621	36
*TB	Federal Home Loan Bank	3133XWNB10	06/12/15	\$729,603	\$743,421	2.875%	07/01/10	5.89%	1160	68
*TB	Federal Home Loan Bank	3134A4VG60	11/17/15	\$801,683	\$796,509	4.750%	07/19/10	6.31%	1315	83
*TB	Federal Home Loan MTG Corp	3134G3GT10	10/18/17	\$220,000	\$217,950	1.250%	01/03/12	1.73%	2006	35
*TB	Federal Home Loan MTG Corp	3135G0ES80	11/15/16	\$683,000	\$684,680	1.375%	03/12/12	5.43%	1673	91
*TB	Federal National MTG Association	3136FR3N10	09/20/16	\$723,188	\$695,695	2.125%	09/20/11	5.52%	1618	89
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/17	\$1,000,000	\$1,188,560	5.125%	01/03/12	9.42%	2035	192
*TB	Federal Home Loan MTG Corp	3137EABS70	09/27/13	\$766,605	\$739,249	4.125%	07/01/10	5.86%	545	32
*TB	Federal Home Loan MTG Corp	3137EACD90	07/28/14	\$739,907	\$742,777	3.000%	07/01/10	5.89%	846	50
*TB	Federal Home Loan MTG Corp	3137EACE70	09/21/12	\$723,646	\$706,853	2.125%	06/30/10	5.60%	179	10
*TB	Federal Natl MTG Assn	31398AYY20	09/16/14	\$739,123	\$741,615	3.000%	07/01/10	5.88%	894	53
*TB	US Treasury Inflation Index NTS	912828JE10	07/15/18	\$1,055,030	\$1,197,885	1.375%	07/06/10	9.50%	2273	216
*TB	US Treasury Notes	912828JW10	12/31/13	\$709,352	\$713,755	1.500%	04/01/10	5.66%	639	36
*TB	US Treasury Notes	912828LZ10	11/30/14	\$718,129	\$728,658	2.125%	07/01/10	5.78%	968	56
*TB	US Treasury Notes	912828MB30	12/15/12	\$709,707	\$704,676	1.125%	06/30/10	5.59%	263	15
*TB	US Treasury Inflation Index NTS	912828MF40	01/15/20	\$1,041,021	\$1,196,328	1.375%	07/01/10	9.48%	2813	267
	Accrued Interest			\$58,062	\$83,367					
	Total in Gov't Sec. (11-00-1055-00&1065)			\$12,161,806	\$12,614,009			85.41%		
*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	\$442	\$442	0.38%	Estimated	0.00%		
***	COVI as of: (11-00-1060-00)		N/A	\$2,154,392	\$2,154,392	0.81%	Estimated	14.59%		
	TOTAL FUNDS INVESTED			\$14,316,639	\$14,768,843			100.00%		
	Total Funds Invested last report			\$14,337,204	\$14,878,304					
	Total Funds Invested 1 Yr. Ago			\$14,526,236	\$14,553,698					
****	CASH IN BANK (11-00-1000-00) EST.			\$2,926,779	\$2,926,779					
	CASH IN Western Asset Money Market			\$19,379	\$19,379	0.010%				
	CASH IN PIMMA Money Market			\$502,192	\$502,192					
	TOTAL CASH & INVESTMENTS			\$17,764,989	\$18,217,193					
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$17,785,271	\$17,812,733					

- *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.