

Casitas Municipal Water District
RECREATION COMMITTEE
Hicks/Kaiser
Alternate: Word
December 4, 2017 - 10:00 a.m.
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

1. Roll Call
2. Public comments.
3. Board/Management comments.
4. Ojai Wine Festival Five Year Contract Agreement.
5. October 2017 Recreation Area Reports.
6. Review of Incidents and Comments.

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. If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance (805) 649-2251 ext. 113. (Govt. Code Section 65954.1 and 54954.2(a). Please be advised that members of the Board of Directors of Casitas who are not members of this standing committee may attend the committee meeting referred to above only in the capacity of observers, and may not otherwise take part in the meeting. (Govt. Code Sections 54952.2(c)(6)

CASITAS CASITAS MUNICIPAL WATER DISTRICT

**LAKE CASITAS CASITAS RECREATION AREA
FIVE YEAR AGREEMENT ~~2013—2017~~ (2018-2022) FOR SPECIAL EVENT
CALLED THE OJAI WINE FESTIVAL**

**OJAI WINE FESTIVAL
MULTI-YEAR CONTRACT 2018-2022**

THIS AGREEMENT is made and entered into by and between **CASITAS CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code section 1110 et seq., called herein ("~~CASITAS~~ Casitas ~~CASITAS~~"), and **ROTARY CLUB OF OJAI WEST FOUNDATION, INC.**, a 501(c)(3) non-profit corporation located at [insert address] called herein "Sponsor". Together, Casitas-CASITAS and Sponsor shall be referred to herein as Parties.

RECITALS

WHEREAS, Casitas ~~CASITAS~~ owns and operates the Lake Casitas Recreation Area ("LCRA") facilities pursuant to a Management Agreement between The United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas dated October 7, 2011 within the borders of Lake Casitas; and

WHEREAS, LCRA is a family oriented facility which caters to families; and

WHEREAS, Casitas ~~CASITAS~~ seeks to make the LCRA available for special events from time to time that are consistent with the LCRA's family oriented nature; and

WHEREAS, Sponsor has organized and managed the Ojai Wine Festival for several years in order to raise funds for Rotary Community Service Projects ~~provide exposure to the local wine industry and to provide a day of family oriented activities and entertainment; and~~

WHEREAS, Sponsor seeks to continue to organize and manage ~~put on~~ the Ojai Wine Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Ojai Wine Festival at the LCRA ~~LRCA~~ for the next several years and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

NOW, THEREFORE, ~~IT IS MUTUALLY AGREED~~ the Parties, for the recitals set forth above and for the valuable consideration set forth below, mutually agree to abide and be bound by the following terms and conditions as follows:

1. General Terms of the General Terms of the Event.

(a) Sponsor ~~will~~ may plan, conduct, manage and oversee the Ojai Wine Festival (hereinafter referred to as "~~event~~ Event") on the second Sunday in June for years ~~2013—2017~~ 2018-2022, specifically, June ~~9, 2013~~ 10, 2018, June ~~8, 2014~~ 9, 2019, June ~~14, 2015~~ 14, 2020 and June ~~12, 2016~~ 13, 2021 and June ~~11, 2017~~ 12, 2022 in accordance with the terms and conditions below.

~~Because of the family oriented nature of the Lake Casitas Recreation Area (hereinafter referred to as "LCRA") facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.~~

~~(b) While Casitas will make every effort to provide its facilities for Sponsor's events, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.~~ [RNK1]

~~2. (b) Location or Site of Event.~~ The Events will be staged at the Wadleigh Arm Event Area at Casitas' CASITAS's LCRA LRCA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

~~3. (c) Time and Description of ActivitiesEvent.~~ Event aActivities will may begin at 11:30 11:00+0:00 a.m. and must end at approximately 5:00 p.m. on each specified day of the eventEvent. Alcohol will be served from 11:00 a.m. to 4:00 p.m. and in compliance with each year's Department of Alcoholic Beverage Control Daily License. Attendance to the Event shall be limited by, as reported by Sponsor to no more than, is expected to be approximately 3,000 4,000 people per day. The eventEvent will may include a wine and beer tasting booths, live music, vendors, food and drink as well as a children's play area.

~~4. Sponsor Obligations Sponsor Obligations.~~ Sponsor agrees to provide the following to Casitas CASITAS in exchange for the use of Casitas-CASITAS property and related Casitas CASITAS services as set forth in Section 3.

Payment to Casitas Casitas CASITAS. Sponsor shall pay Casitas Casitas CASITAS the following amounts for the privilege of holding the Event on Casitas CASITAS property:

(a) A minimum payment of two thousand five hundred dollars (\$2,500.00) per event day for each year of the Agreement,
or the greater of:

(b) Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (3) below.

(c) Twelve percent (12%) of total ~~gross-g~~Gross rR receipts from \$100,000.01 up to and including \$150,000.00 as defined in (3) below.

(d) Fifteen percent (15%) of total ~~gross-g~~Gross rR receipts over \$150,000.00 as defined in (3) below.

(1) The payment schedule outlined ~~above in 2(a) above~~ shall remain in full force and effect even if Casitas CasitasCASITAS' power service provider is unable to supply electrical power during the event. CasitasCasitas CASITAS shall have no liability in the event this occurs. And the payment schedule in 2(a) above shall continue as long as tickets are sold for the event. CasitasCASITAS will meet with Sponsor within thirty (30) days after the event to account for tickets used and receive payment therefor.

~~(2) The above payment shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the event to account for tickets used and receive payment therefor.~~

~~(2)(3e)~~ "Gross Receipts" as used in this Agreement shall mean the following:

a. Except as specifically provided by policy statement issued by the CasitasCASITAS General Manager, the term "gross-g~~Gross receipts~~Receipts" as used in this Agreement, is defined

to be all money or charges received from ticket sales, sales of any merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.

b. Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

c. Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.

d. The ~~Casitas~~~~Casitas~~ CASITAS General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of ~~Casitas~~ ~~Casitas~~ CASITAS Legal Counsel, may further interpret the term "gross receipts" as used in this Agreement.

e. "Gross sales price": the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

f. Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the ~~Casitas~~ ~~Casitas~~ CASITAS General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with event. The method of accounting, including bank accounts, established for said event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents:

- (i) Regular books of accounting such as general ledgers.
- (ii) Sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). All entrance to the event shall, for the purpose of accounting, count as tickets used.
- (iii) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- (iv) State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown.
- (v) Cash register tapes appropriately identified as to type of gross receipt (daily tapes may be separated but shall be retained so that from day to day the sales can be identified).
- (vi) Any other accounting records that the ~~Casitas~~ ~~Casitas~~ CASITAS General Manager deems necessary for proper reporting of receipts.

g. All sales and fee collections shall be recorded. The means of recording such sales

and fee collections may include electronic data processing and record keeping equipment. The electronic data processing and record keeping equipment shall contain such features as the ~~Casitas~~~~Casitas~~ 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 used.

h. All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the ~~Casitas~~~~Casitas~~ CASITAS General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the ~~Casitas~~~~Casitas~~ CASITAS General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.

i. Sponsor shall not be required to maintain those documents, books and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the ~~Casitas~~~~Casitas~~ CASITAS General Manager and accepted by the Sponsor. If there is a dispute as a result of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties, or adjudicated by the final judgment of a court of competent jurisdiction.

j. Notwithstanding paragraphs 4(h) and (i), Sponsor shall comply with all State and Federal retention of records requirements.

k. Sponsor shall furnish the ~~Casitas~~~~Casitas~~ CASITAS General Manager with a gross receipts report showing the amount payable therefrom to ~~Casitas~~~~Casitas~~ CASITAS. In addition thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to ~~Casitas~~~~Casitas~~ CASITAS. The financial statement shall be submitted within thirty (30) days after the event.

l. In the event that an audit or review conducted by the ~~Casitas~~~~Casitas~~ CASITAS General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to ~~Casitas~~~~Casitas~~ CASITAS can be determined, the ~~Casitas~~~~Casitas~~ CASITAS General Manager shall bill Sponsor for said losses and said amount is to be paid to ~~Casitas~~~~Casitas~~ CASITAS within thirty (30) days following billing therefor unless otherwise extended by the ~~Casitas~~~~Casitas~~ CASITAS General Manager.

m. Should the ~~Casitas~~~~Casitas~~ CASITAS General Manager find that the additional payment due to ~~Casitas~~~~Casitas~~ CASITAS exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by ~~Casitas~~~~Casitas~~ CASITAS.

n. Sponsor shall cause any and all of its subcontractors to comply with these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the ~~Casitas~~~~Casitas~~ CASITAS General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

(e) All expenses and invoices owed to ~~Casitas~~~~Casitas~~ CASITAS shall be paid in full within thirty (30) days after the event unless otherwise noted.

(f) Seven hundred fifty dollars (\$750.00) refundable security deposit due to ~~Casitas~~~~Casitas~~ CASITAS thirty (30) days prior to each event each year. The security deposit shall be fully refundable to Sponsor within thirty (30) days after each event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pick up and removal, and sign removal, to ~~Casitas~~~~Casitas~~ CASITAS' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to ~~Casitas~~~~Casitas~~ CASITAS which may include, but shall not be limited to:

- (1) Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by CasitasCASITAS Staff and the Sponsor billed therefor.
- (2) Any costs for clean up in excess of the security deposit incurred by CasitasCASITAS and billed to Sponsor.

(g) Seven hundred fifty dollars (\$750.00) non-refundable fee due to CasitasCASITAS at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in paragraph 1(a) above with CasitasCASITAS. This amount will be applied towards fees due referenced in Section 4(a) thru 4(d).

§ _____ (h): **Banner-Fee.** Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of CasitasCASITAS as to context and size. Sponsor shall provide the banner proof for approval to CasitasCASITAS a minimum of ten (10) days prior to banner display date. CasitasCASITAS will display said banner starting on the Monday immediately prior to the event through the completion of the event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven day duration per each annual event after service has been provided each year. Fees for this service shall be paid in accordance with Section 4(e).

(i) Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including, but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.

(j) Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.

(k) Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office's and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the Event.

(l) Sponsor will provide a transportation program for attendees to and from the event and back clearly outlined and promoted on the Event web-site and with signage on day of each event with signage. Web site: <https://ojaiwinefestival.com/about-the-festival/transportation/>

(l) Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by CasitasCASITAS. Notice shall be given by mail or ~~fax~~ e-mail to the CasitasCASITAS Representative listed in Item 298 below. CasitasCASITAS shall have no liability to Sponsor for such termination.

(m) Security for the Event. Sponsor shall provide a written security plan to be submitted to CasitasCASITAS ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.

(n) A minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at CasitasCASITAS' sole option based on attendance trends. Sponsor agrees to provide CasitasCASITAS with a copy of the contract at least ten (10) days prior to the Event.

(o) Sponsor will email each Board member a non-drinking general admission pass to be used for entry into the Event for the purpose of quality assurance. ~~Sponsor shall allow LCRA staff to, and LCRA staff may, enter the Event at any time to monitor the Event for quality control, at no charge, and without presenting a ticket.~~

(p) Trash Dumpsters for the Event. Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide CASITAS with a copy of the contract at least ten (10) days prior to the Event. Two 30 yard dumpsters shall be included in Sponsor's arrangements.

(q) Solid Waste Reduction & Recycling. In order to comply with AB 2176 which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:

- (1) Submit a written plan to CasitasCASITAS for CasitasCASITAS' approval, ten (10) days prior to the event, outlining a method to reduce and recycle solid waste generated as a result of the event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program Sponsor may use available recycle containers and bags provided by CasitasCASITAS. Sponsor will be charged for any bags used.
- (2) If attendance is over 2,000 people per day, Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the event,. A copy of such report shall also be filed with CASITAS within the same time frame. Information should be sent to:

Ventura County PWA, W&S, IWMD
800 South Victoria Avenue, #1650
Ventura, CA 93009-1650

At the time of execution of this contract the contact person is:

David Goldstein (805) 658-4312 or by email at david.goldstein@ventura.org.

(r) Adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for CasitasCASITAS to provide such guards. Crossing guards with hand held, two sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide proof of training including the individual name(s) of the crossing guards.

(s) Adequate lighting for the event, including the parking area. Based on the hours listed on Page 1, Item 3, a lighting plan will not be applicable for this Event.

(t) Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the Event and non-exclusive use for take-down one (1) day immediately following the Event.

(u) Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent and use of explosives and blank ammunition. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or CasitasCASITAS staff.

(v) In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules

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and regulations governing the activities as if permits had been issued by these agencies.

(w) Prior to commencement of any construction at the Event site, Sponsor shall obtain from CASITAS written approval of all plans, specifications and construction cost estimates for any improvements to CASITAS' premises. CASITAS' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

63. CASITAS Obligations. CASITAS agrees to provide the following for the Event in exchange for the valuable consideration set forth above from Sponsor:

~~Services Provided by Casitas.~~ Casitas shall provide the following for the event:

- (a) Forty (40) trash cans, and twelve (12) recycle containers as provided in Section 2(q)(1)~~7~~ above herein below.
- (b) ~~Seventy Five (75)~~ Fifty (50) tables already located in the area.
- (c) Parking for the Eevent in a designated area on the north side of Santa Ana Road opposite the Eevent Area. ~~Casitas~~~~Casitas~~CASITAS shall provide all signs for cross walks and parking, and Sponsor shall pay ~~Casitas~~~~Casitas~~CASITAS for any signs not returned after the Eevent.
- (d) Encroachment permit from the County of Ventura for temporary traffic control for use of parking.
- (e) Labor and materials for the event that are available and agreed upon in writing prior to the Eevent at Sponsor's cost.
- (f) Sponsor may use the water faucets in the Event Area.
- (g) Sponsor may use the electrical outlets in the Event Area, which are supplied by ~~Casitas~~~~Casitas~~CASITAS. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only ~~Casitas~~~~Casitas~~CASITAS personnel shall have access to the panels.
- (h) Sponsor understands that no refunds, credits or adjustments will be made in the event ~~Casitas~~~~Casitas~~CASITAS' power service provider is unable to supply electrical power during the event. ~~Casitas~~~~Casitas~~CASITAS shall have no liability in the event this occurs.

(i) ~~The storage provisions in Sponsor's prior Ojai Wine Festival Agreement dated February 14, 2007 expired August 31, 2011. Casitas will Sespect Sponsir to relocate equipment prior to the end of this current agreement. Space for one large 8' wide x 40' long x 8 1/2' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that CasitasCASITAS has no responsibility or liability to ensure theft prevention of contents. Storage unit supplies will be accessible upon request and by appointment by contacting the Maintenance Foreperson or designated CasitasCASITAS staff.~~

~~(j) Because of the family oriented nature of the Lake CASITAS Recreation Area (hereinafter referred to as "LCRA") facilities, CasitasCASITAS reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.~~

~~(k) While CasitasCASITAS will make every effort to provide its facilities for Sponsor's events, CASITAS shall have no liability to Sponsor if CasitasCASITAS' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event CasitasCASITAS loses the ability to allow vehicles to be parked on the Watershed lands, CasitasCASITAS will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to CasitasCASITAS whatsoever.~~

~~(l) CasitasCASITAS will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by CasitasCASITAS, at its sole option, and Sponsor will be charged therefor.~~

~~7. **Provisions by Sponsor.** Sponsor shall provide the following for the event:~~

~~(a) A minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the event.~~

~~(b) LCRA staff may enter the event at any time to monitor the event for quality control, at no charge, and without presenting a ticket.~~

~~(c) Trash Dumpsters for the Event. Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the event. Two 30-yard dumpsters shall be included in Sponsor's arrangements.~~

~~(d) Solid Waste Reduction & Recycling. In order to comply with AB 2176 which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:~~

~~(1) Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the event, outlining a method to reduce and recycle solid waste generated as a result of the event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program Sponsor may use available recycle containers and bags provided by Casitas. Sponsor will be charged for any bags used.~~

~~(2) If attendance is over 2,000 people per day, Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the event. A copy of such report shall also be filed with Casitas within the same~~



~~time frame. Information should be sent to:~~

~~Ventura County PWA, W&S, IWMD
800 South Victoria Avenue, #1650
Ventura, CA 93009-1650~~

~~At the time of execution of this contract the contact person is:~~

~~David Goldstein (805) 658-4312 or by email at david.goldstein@ventura.org.~~

~~(e) Adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with hand held, two-sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable.~~

~~(f) Adequate lighting for the event, including the parking area. Based on the hours listed on Page 1, Item 3, a lighting plan will not be applicable for this event.~~

~~(g) Security for the Event. A written security plan shall be submitted to Casitas ten (10) days prior to the event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this event and a designated first aid area.~~

~~(h) Sponsor shall be responsible for ensuring the safety and security of persons attending this event, including, but not limited to, the event and parking areas and shall remain responsible for securing the event and parking areas by 7:00 p.m. the day of the event.~~

~~(i) Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the event.~~

~~(j) Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the event.~~

~~8. **Sponsor's Obligations.** Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the event, shall be grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Item 28 below. Casitas shall have no liability to Sponsor for such termination.~~

~~94. **Access.** Sponsor ingress and egress Access to the Event Area ~~will~~ shall only be through the auxiliary gate(s) off Santa Ana Road. The auxiliary gate(s) ~~will~~ must be staffed at all times by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Event participants^[RNK2] identified with valid hang tags will be allowed to access the ~~event~~ Event parking and the ~~Recreation Area~~ LCRALRCA during normal Lake hours^[RNK3] without incurring additional parking fees. After normal ~~Lake~~ LCRALRCA hours, Event participants ~~will~~ may enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road ~~shall~~ must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto CASITAS property.~~

~~10. **Setting Up and Taking Down Equipment.**~~

~~(a) Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the event and non-exclusive use for take-down one (1) day immediately following the event.~~

~~(b) Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take-down period may be removed by Casitas, at its sole option, and Sponsor will be charged therefor.~~

~~115. Sale of Alcohol. If Sponsor provides or allows for t~~The sale of alcoholic beverages at the Event, such sale of alcoholic beverages must shall be in compliance with the terms set forth in Sections 2 and 14-6.~~hereof.~~

~~126. Commercial General Liability, Auto & Liquor Liability for the Event.~~ This Section 12 regarding liquor liability shall not apply if alcohol is not sold at the Event.

(a) Coverage. Coverage for commercial general liability shall be at least as broad as the following:

- (1) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).

(b) Limits. Sponsor shall, during the course of this event, maintain limits no less than the following:

- (1) General Liability. TWO MILLION DOLLARS (\$2,000,000) 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 insurers equivalent endorsement provided to ~~CasitasCasitasCASITAS~~ Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
- (2) Liquor Liability. If alcoholic beverages are served, ~~TWO ONE~~ MILLION DOLLARS (~~\$24,000,000~~) 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 ~~CasitasCasitasCASITAS~~ Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.~~[RNK4]~~

~~(3) Automobile Liability. ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and property damage combined single limit shall be provided by either of the following:~~

- a. ~~Each individual participant in the Event, including, but not limited to, directors, officers, employees and authorized volunteers of Sponsor, vendors, wineries and breweries.~~
- b. ~~Sponsor by means of a blanket policy covering all parties in a. above.~~

~~(3) AUTO GOES HERE~~

~~(4) VENDORS AND ALCOHOL SPONSORS HERE~~ In addition to (b)(1) above, general liability coverage shall be provided by each individual participant in the Event, including, but not limited to, vendors, wineries and breweries. Alternatively, Sponsor may provide coverage by means of a blanket policy covering all parties.

- (5) If Sponsor and/or individual participants in the Event, including, but not limited to directors, officers, employees and authorized volunteers of Sponsor, vendors, wineries and breweries maintain broader coverage and/or higher limits than the minimums shown above, then Casitas requires and shall be entitled to the broader coverage and/or higher limits maintained by the parties referenced in this paragraph.

(c) Required Provisions. The general liability, auto 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), CasitasCasitasCASITAS Municipal Water District, their 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 Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to CasitasCasitasCASITAS Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), CasitasCasitasCASITAS Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by the United States of America (Bureau of Reclamation), CasitasCasitasCASITAS Municipal Water District, their 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), CasitasCasitasCASITAS Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (4) The Sponsor'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) Sponsor shall provide written notice by U.S. Mail to CasitasCasitasCASITAS within five days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Eevent can not occur unless the insurance specified in this-the Agreement is in full force and effect.
- (6) Such liability insurance shall indemnify the Sponsor against loss from liability imposed by law upon, or assumed under contract by, the Sponsor 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.

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

(e) Acceptability of Insurers. All of the insurance shall be provided on policy forms and through

companies satisfactory to ~~Casitas~~CasitasCASITAS. 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~~CasitasCASITAS.

(f) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Sponsor 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 Sponsor 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 Sponsor 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 Sponsor, Sponsor shall execute a California Workers' Compensation Law Certificate of Exemption.

(g) Evidences of Insurance. ~~Within~~ No later than thirty (30) days prior to the ~~event~~Event, Sponsor shall file with ~~Casitas~~CasitasCASITAS a Certificate of Insurance (Accord 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 include (c) Required Provisions (1) through (7) above.

(h) The Sponsor shall, upon demand of ~~Casitas~~CasitasCASITAS, deliver to ~~Casitas~~CasitasCASITAS such policy or policies of insurance and the receipts for payment of premiums thereon. In the event evidence of such insurance coverage is not provided to ~~Casitas~~CasitasCASITAS within thirty (30) days prior to the event, ~~Casitas~~CasitasCASITAS shall, at its sole option, obtain such insurance coverage and charge Sponsor the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide the required insurance coverage may result in the loss of the use of the facility. Sponsor shall provide increased limits of insurance if required of ~~Casitas~~CasitasCASITAS by ~~Casitas~~CasitasCASITAS' insurer at no cost or liability to ~~Casitas~~CASITAS.

~~Depending upon the type of Event vendors that Sponsor attracts or brings to the Event – this would be the place in the contract to require Sponsor to have each vendor hold Special Event (or Event Liability) Coverage which is insurance coverage for a single day or a few days of the Event. These Special Event Coverage policies are usually purchased by parties involved in one events like weddings and major banquets to cover the unexpected cancellation or catastrophe. These policies can be purchased through a reputable insurance broker like Tolman & Wiker or Aliant. Sponsor should be required to have their vendors (esp. wineries and breweries) to have this type of coverage]~~

~~137.~~ **Indemnification for the Event.** To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless the United States of America (Bureau of Reclamation), ~~Casitas~~CasitasCASITAS and ~~its~~ its directors, officers, employees or authorized volunteers from and against:

(a) All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or 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 Sponsor.

(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 Sponsor 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) Sponsor shall defend, at Sponsor'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~~~~Casitas~~~~CASITAS~~ or its directors, officers, employees, or authorized volunteers.

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

(f) Sponsor shall reimburse ~~Casitas~~~~Casitas~~~~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) Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the United States of America (Bureau of Reclamation), ~~Casitas~~~~Casitas~~~~CASITAS~~, or its directors, officers, employees, or authorized volunteers.

~~14. Permits and Notifications for the Event.~~

~~(a) Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent and use of explosives and blank ammunition. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the event, including, but not limited to, hours, method of dispensing, and the cessation of sales upon the order of any peace officer or Casitas staff.~~

~~(b) In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.~~

~~(c) Prior to commencement of any construction, Sponsor shall obtain from Casitas written approval of all plans, specifications and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.~~

~~158. Overnight Camping in the Event Area.~~ Sponsor may have up to two units stay Friday - Sunday night of the event weekend in the Event Area at no charge to provide security for Sponsor's equipment.

(a) Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.

(b) Campers are not permitted to camp within two hundred feet (200') of the shoreline.

(c) No waste water shall be discharged onto the ground. All waste water shall be contained and disposed of properly at a local dump station.

(d) Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

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(e) Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 20 hereinafter.

~~169.~~ **Use of Equines or Other Animals**~~Animals~~ at the Event. This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo..animals. [RNK5]

~~1710.~~ **Use of Explosives at the Event.** This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.

~~1811.~~ **Taxes and Assessments.** A taxable possessory interest may be created by this Agreement and Sponsor may be subject to the payment of property taxes levied on such interest. Sponsor shall pay before delinquent any and all taxes and assessments levied against Sponsor by reason of Sponsor's use and occupancy of the Recreation Area.

~~1912.~~ **Publicity.** Sponsor hereby agrees that ~~CasitasCasitasCASITAS~~ may utilize any publicity generated for, or because of, any of the events for the mutual and/or separate benefit of Sponsor and/or ~~CasitasCasitasCASITAS~~ at no cost to ~~CasitasCasitasCASITAS~~. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake ~~CasitasCasitasCASITAS~~ Recreation Area".

~~2013.~~ **Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake ~~CasitasCasitasCASITAS~~ Recreation Area including, but not limited to, quiet hours after 10:00 P.M., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at ~~CasitasCasitasCASITAS~~' sole discretion. Sponsor must comply with ~~CasitasCasitasCASITAS~~' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

~~21.~~ **Raffles and Games of Chance.** Sponsor hereby agrees that no-one will be allowed to participate in games of chance, raffles, or any such activities, which contravene state and local lottery laws. [RNK6]

22. **Discrimination.** The Sponsor agrees that during the use of ~~CasitasCasitasCASITAS~~ Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to discrimination because of the person's race, color, national origin, age or handicap.

23. **Title VI Compliance.** Sponsor hereby acknowledges that as a subrecipient of federal funds, ~~CasitasCasitasCASITAS~~ Municipal Water District's Recreation Area cannot discriminate against anyone on the basis of race, color, natural origin, age or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the ~~CasitasCasitasCASITAS~~ Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

24. **Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura County, California. 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.

25. **Entire Agreement.**

(a) This document constitutes the entire Agreement between ~~CasitasCasitasCASITAS~~ and Sponsor for the use granted at the Lake ~~CasitasCasitasCASITAS~~ Recreation Area for the Event.



(b) This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Sponsor and in the case of ~~Casitas~~~~Casitas~~~~CASITAS~~, except as otherwise specifically authorized herein, until approved and executed by ~~Casitas~~~~Casitas~~~~CASITAS~~ Park Services Manager and/or the ~~Casitas~~-General Manager and/or ~~Casitas~~ Board of Directors.

26. **Time is of the Essence.** Time is of the essence for all the time frames of this Agreement.

27. **Term.** The term of this Agreement shall commence upon execution of this Agreement and terminate on August 31, 2022 unless sooner terminated pursuant to subsection 2(1)~~Item 8~~ hereof.

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28. **Inquiries.** Please direct all inquiries regarding this Agreement to:

CMWD: ~~Suzi Taylor, Park Services Officer III~~ Carol Belser, Carol Belser Park Services Manager, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. ~~111-101111~~
Cell: (805) 797-1517
Email: ~~staylorcbelser@casitasCASITASwater.com~~ cbelser@casitaswater.com

29. **Representatives.** The representatives of the parties to this Agreement are those set forth below:

Rotary Club of Ojai West Foundation Inc.:

~~David &~~ Angela May
P.O. Box 1501
Ojai, CA 93024
Tel: (805) 907-2378

CasitasCASITAS:

Carol Belser, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Cell: (805) 797-1517
Email: cbelser@casitascasitasCASITASwater.com

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of December, 2017.
October, 2017.

**SPONSOR:
ROTARY CLUB OF OJAI WEST FOUNDATION, INC.**

By: _____
President

**CASITASCASITAS:
CASITASCASITAS MUNICIPAL WATER DISTRICT**

By: _____
President, Russ Baggerly

