

CASITAS MUNICIPAL WATER DISTRICT
EXECUTIVE COMMITTEE

Agenda

Kaiser/Baggerly

August 9, 2019 - 10:00 A.M.

District Office

1055 Ventura Ave.

Oak View, CA 93022

1. Roll Call
2. Public Comments
3. Board Comments
4. General Manager Comments
5. Review and Discuss the Draft Open Space Agreement between Casitas Municipal Water District and United States of America Department of the Interior Bureau of Reclamation.
6. Review and Discussion of the California State Water Project Contract Extension Amendment.

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 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 MUNICIPAL WATER DISTRICT

Date: August 2, 2019

To: Executive Committee

From: Carol Belser, Park Services Manager

Subject: Open Space Agreement between Casitas Municipal Water District and United States of America Department of the Interior Bureau of Reclamation

RECOMMENDATION

It is recommended that the Executive Committee review, discuss and comment on the Draft July 2019 (Attachment A), First Amendment to the October 7, 2011 Lake Casitas Recreation Area Management Agreement Contract 11-LC-20-0216 (Attachment B), for inclusion of an Open Space agreement between Casitas Municipal Water District and the United States Department of the Interior Bureau of Reclamation.

BACKGROUND

The United States Department of the Interior Bureau of Reclamation (Reclamation) entered into an agreement with Casitas Municipal Water District (District) Contract 8-07-20-L0530 “Interim Agreement Between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands” (Attachment C) in 1978. Over the years Reclamation and the District have intended to update the interim agreement and have had numerous discussions without conclusion.

Separately, but interrelated to the 1978 interim agreement, the District established rules and regulations in Ordinance 81-2 “An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulations for the Management of the Charles M. Teague Memorial Watershed” (Attachment D). The 81-2 Ordinance, Attachment D, is antiquated and discussion for recommended updates will be forthcoming.

DISCUSSION

Through recent proceedings of discussions between the District and Reclamation’s Lands Management Division, Attachment A has been submitted by Reclamation for consideration to amend Attachment B. The lands outside the Recreation Area’s northern end is referred to by Reclamation as Open Space (map included in Attachment A). The District, in Attachment D, refers to the lands as being within the Charles M. Teague Memorial Watershed.

Reclamation conducts site visits and communicates with property owners adjacent to the Open Space on easement issues, however Reclamation’s staff are located in Fresno, CA, over 230 miles away. Reclamation contracts with the US Forest Service for law enforcement activities, and the District’s Recreation Department staff regularly patrol the lands and provide Reclamation with on-site real time information such as with the Thomas Fire and subsequent damage. District staff are

also in regular communication with Ventura County and US Forest Service law enforcement branches. The District receives matching funding from Reclamation through Assistant Agreement #R15AP00018 of \$49,755 for Open Space field patrol and fence mending which expires December 31, 2019.

Attachment A, as presented, is a starting point for discussion for an agreement that is compatible with the District's responsibility, resources and authority. A benefit of aligning the agreement as an amendment to Attachment B is the ability to secure future grant funding from Reclamation since Reclamation indicated on June 19, 2019, the current Assistant Agreement, after December 2019, will be obsolete and not eligible for renewal due to required administrative changes at Reclamation.

Attachments:

- A) **Draft June 2019** First Amendment to the 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 to include Management of the Open Space Lands
- B) Recreation Management Agreement Contract No. 11-LC-20-0216
- C) Interim Agreement Between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands Contract No. 8-07-20-L0530.
- D) Ordinance 81-2, An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulation For The Management Of The Charles M. Teague Memorial Watershed

Draft July 2019

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Ventura River Project California

**FIRST AMENDMENT TO
THE 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
TO INCLUDE MANAGEMENT OF THE CASITAS OPEN SPACE LANDS**

THIS FIRST AMENDMENT gives Casitas permission to manage the Casitas Open Space Lands at Lake Casitas, hereinafter referred to as the Open Space Lands.

This amendment applies only to the Open Space Lands. All other terms and conditions of the Existing Management Agreement, Contract No. 11-LC-20-0216, dated October 7, 2011, shall remain in full force and effect, subject to the terms and conditions therein written. This Agreement superseded and nullifies all terms and conditions of Contract No. 8-07-20-L0530 Interim Agreement between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands.

The District shall assume management of the lands labelled “Open Space” in Exhibit A of the Existing Management Agreement, for public benefit pursuant to this Agreement.

The District will be responsible for the Management of the Open Space Lands in accordance with the following:

- a. The District shall perform work, within their available resources, and as approved by Reclamation’s authorized representative, to reasonably monitor the Open

Space Lands in order to minimize or prevent trespassing, dumping, and unauthorized public access for the purpose of protecting water quality in the reservoir. Such work may include, but not be limited to: field patrol by District Park Rangers, field sampling of waters for invasive species, clearing vegetation, mowing fire breaks, debris removal, boundary fence repair, and other related Open Space Lands watershed management practices. Any Reclamation cost share funding for these activities is subject to the availability of funds and congressional appropriations.

b. The District shall manage the Open Space Lands in accordance with Reclamation's approved RMP and Final Environmental Impact Statement and Record of Decision at Lake Casitas for the Open Space Lands. Any authorization given by Reclamation or the District for any activity related to the Open Space Lands shall include a provision requiring compliance with said RMP.

c. The District's management will extend the conditions and reservations listed in the Existing Management Agreement to also include the Open Space Lands.

d. The District shall not construct any structures or facilities on the Open Space Lands without written approval from Reclamation. The District shall not be responsible for the permanent removal of existing structures, outbuildings, gates, fencing, and equipment within the Open Space Lands.

e. The District will follow the policies and guidelines outlined in the then current Fire Management Plan for Lake Casitas Recreation Area and the Open Space Lands.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST Agreement to be
executed this day of , 2019.

Casitas Municipal Water District

United States of America
Department of the Interior

By _____

By _____

President
Board of Directors

Regional Director
Mid-Pacific Region
Bureau of Reclamation

DRAFT



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

**Ventura River Project
California**

MANAGEMENT AGREEMENT

Between

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

for the

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

at

Lake Casitas

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

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

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Exhibit A	Lake Casitas Reservoir Area Map
Exhibit B	Environmental Requirements
Exhibit C	Equal Opportunity Requirements
Exhibit D	Title VI, Civil Rights Act of 1964
Exhibit E	Non-Expendable Government Property Requirements
Exhibit F	Reclamation Manual/ Directives and Standards LND 02 and LND 04-02 Concession Management by Non-Federal Partners
Exhibit G	Department of the Interior, Department Manual

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 **Ventura River Project, California**

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

10 THIS AGREEMENT, made as of this 7th day of October 2011,

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

24 WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

65

66 **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

148

149 **2. TRANSFER OF RESPONSIBILITY**

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

152

153 **3. TERM OF AGREEMENT**

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

157

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

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

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

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

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

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

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

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

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

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

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

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

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

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

228

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

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

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

240

241 **6. FEES AND REVENUES**

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

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

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

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

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

269

270 **7. RESOURCE MANAGEMENT PLAN**

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

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

278 **8. LAW ENFORCEMENT - REPORTING**

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

285

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

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

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

298

299 **10. ACCIDENT REPORTING**

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

308

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

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

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

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

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

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

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

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

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

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

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

349

350 **12. PEST CONTROL**

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

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

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

363

364 **13. DEBRIS AND WASTE REMOVAL**

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

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

373

374 **14. VARIATION IN WATER LEVEL**

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

378

379 **15. PROTECTION OF NATURAL RESOURCES**

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

385

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

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

392

393 **17. MANAGEMENT OF PERSONAL PROPERTY**

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

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

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

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

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

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

418

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

502

503 **19. UNAUTHORIZED USE**

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

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

514

515 **20. RESERVATIONS**

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

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

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

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

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

532

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

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

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

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

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

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

561

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

564

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

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

579

580 **23. EXAMINATION OF RECORDS**

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

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

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

593

594 **24. RECREATION USE DATA REPORT**

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

599

600 **25. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

621

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

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

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

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

639

640 **27. MODIFICATION OF AGREEMENT**

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

643

644

645 **28. TERMINATION**

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

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

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

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

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

659

660 **29. DESIGNATED REPRESENTATIVES / NOTICES**

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

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

670

671 **30. SEVERABILITY**

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

678

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

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

683

684 **32. SURVIVOR CLAUSE**

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

689

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

692

693 Casitas Municipal Water District

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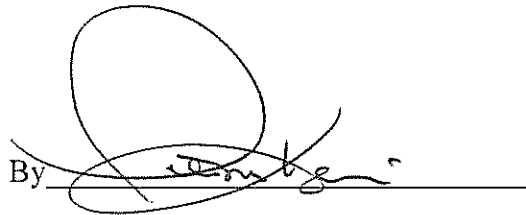
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President
Board of Directors

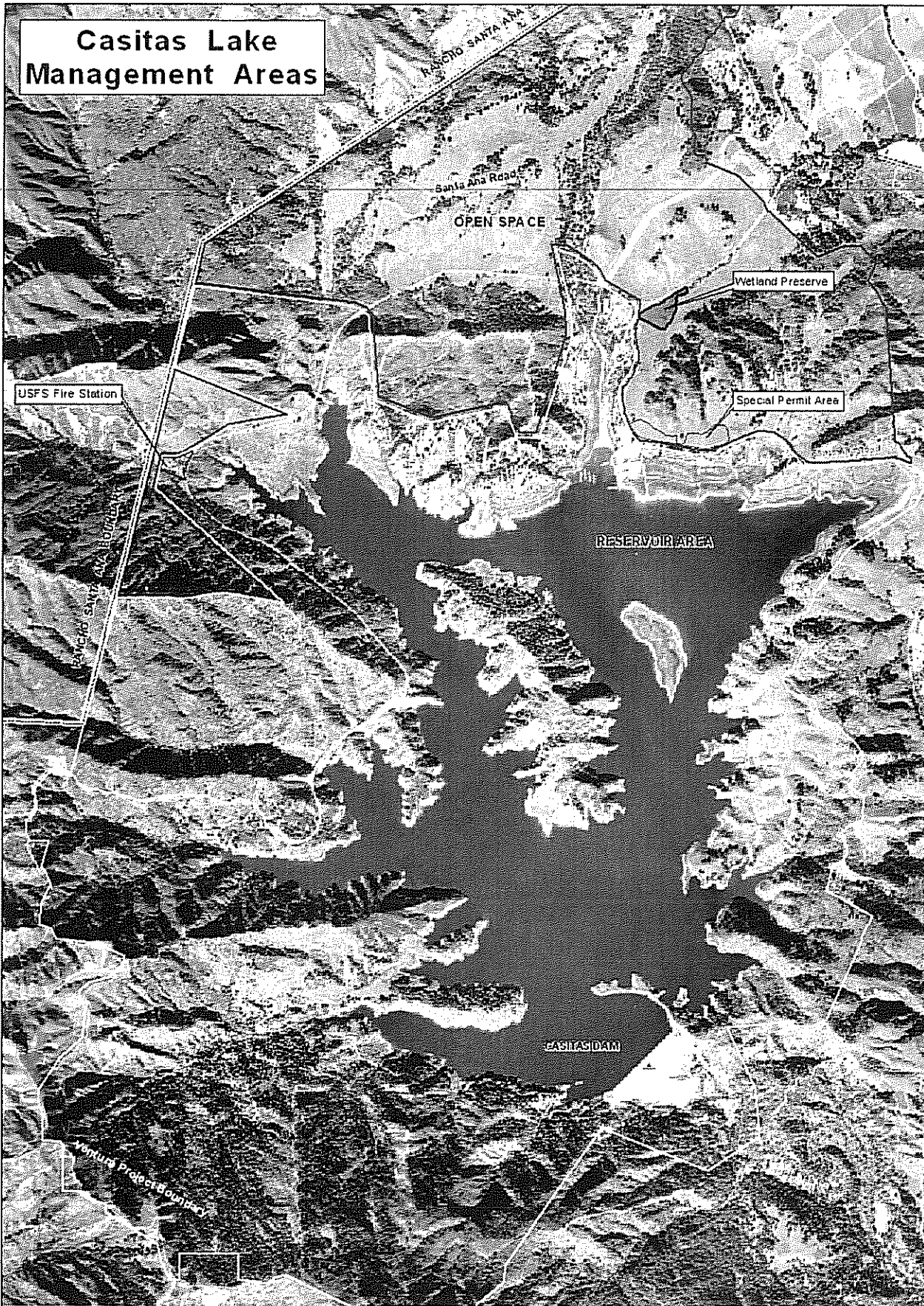
United States of America
Department of the Interior







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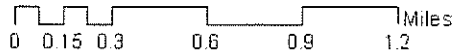
Director - Mid-Pacific Region,
Bureau of Reclamation

TOP

Casitas Lake Management Areas



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



RECLAMATION
Managing Water in the West

706
707
708
709

EXHIBIT B
ENVIRONMENTAL REQUIREMENTS

710 **1.1 Introduction**

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

716 Actions must be consistent with the following:

717 **1.1.1 Laws and regulations**

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

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

735 **1.1.3 Reclamation Policies**

736

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

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

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

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

747

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

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

753 **1.4 Categorical Exclusions**

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

757 **1.4.1 Categories**

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

760 The project:

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

- 784 populations,
- 785 • Does not limit access to or ceremonial use of Indian sacred sites on Federal lands by
- 786 Indian religious practitioners and does not significantly or adversely affect the physical
- 787 integrity of such sacred sites; or
-
- 788 • Does not contribute to the introduction, continued existence, or spread of noxious weeds
- 789 or non-native invasive species known to occur in the area and does not contribute to
- 790 actions that may promote that introduction, range, or growth of such species.
- 791

792 ***1.4.2 Preparing the CE***

793 In determining whether the action qualifies for a CE, fill out the Categorical Exclusion Checklist

794 (CEC). This checklist is required on all Reclamation actions whose impacts are small that an

795 Environmental Assessment (EA) or Environmental Impact Statement (EIS) is not required. If all

796 answers on the CEC are “no” then the action meets the requirements of a CE. If any answers are

797 marked “yes,” then an EA is required to determine the significance of the action. If any items on

798 the checklist are marked “unknown,” then the project requires additional knowledge from

799 research or consultants. If the impacts are already known or expected to be significant, then

800 prepare an EIS.

801

802 The final CE should contain the following elements:

- 803 • The project description and purpose
- 804 • Photos and maps (including a topographic map)
- 805 • The CE checklist
- 806 • Impacts, Minor Mitigation, Avoidance Strategy, Constraints
- 807

808 **1.5 Environmental Assessment/FONSI**

809

810 ***1.5.1 Environmental Assessment***

811 In the event that a Finding of No Significant Impact (FONSI) is the appropriate Environmental

812 documentation, a combined Environmental Assessment (EA) should be prepared, addressing the

813 issues significant under NEPA. The State will obtain concurrence from Reclamation that an EA

814 is the appropriate level of documentation prior to initiating the EA.

815 The draft EA will be reviewed and approved by Reclamation prior to circulation to the public or

816 agencies outside Reclamation and the State. After public circulation has been completed and

817 Reclamation as has agreed to the responses to comments received, a draft FONSI will be

818 submitted with the final EA for signature by Reclamation.

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

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

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

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

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

848 **1.5.2 FONSI**

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

853 **1.6 Environmental Impact Statement**

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

858 **1.6.1 Environmental Impact Statement**

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

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

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

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

870 **1.6.1.2** Content of the EIS:

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

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

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

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

893

894 **1.6.2 Record of Decision**

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

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

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

910 ***1.7 Supplemental Environmental Documentation***

911 If a change in environmental status occurs, it must be addressed in subsequent documents. For

912 example, if a new endangered species enters the area, the appearance and effects to a species

913 must be added in subsequent documents.

914 **1.6.3.1** Environmental changes affecting projects being developed under a programmatic EIS

915 will be addressed using a project specific EA/IS with a FONSI or a Categorical Exclusion as

916 appropriate.

917 **1.6.3.2** Environmental changes affecting projects being developed under a project specific

918 environmental document will be addressed in a Letter Supplement discussing the changes,

919 impacts, and mitigation which may be required.

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EXHIBIT C

EQUAL OPPORTUNITY REQUIREMENTS

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

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

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

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

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

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

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

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

990 Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions
991 will be binding upon each subcontractor or vendor. The District will take such action with
992 respect to any subcontract or purchase order the United States may direct as a means of enforcing
993 such provisions, including sanctions for noncompliance: provided, however, that in the event the
994 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
995 result of such direction by the United States, the District may request the United States to enter
996 into such litigation to protect the interests of the United States.
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998
999

1000 CERTIFICATION OF NONSEGREGATED FACILITIES

1001
1002 The term segregated facilities means: any waiting rooms, work areas, restrooms and
1003 washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas,
1004 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
1005 facilities provided for employees which are segregated by explicit directive or are in fact
1006 segregated on the basis of race, creed, color, or national origin, because of habitat, local custom,
1007 or otherwise. The District certifies that it does not maintain or provide for its employees any
1008 segregated facilities at any of its establishments, and that it does not and will not permit its
1009 employees to perform their services at any location under its control where segregated facilities
1010 are maintained. The District agrees that a breach of this certification is a violation of the Equal
1011 Opportunity Clause in this contract. The District agrees that (except where it has obtained
1012 identical certification from proposed subcontractors for specific time periods) it will obtain
1013 identical certification from proposed subcontractors prior to the award of subcontractors
1014 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause,
1015 and that it will retain such certification in its files.
1016

1017 NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
1018

EXHIBIT D

TITLE VI, CIVIL RIGHTS ACT OF 1964

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

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

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

EXHIBIT E

NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

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

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

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

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

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

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

1108 5. Firearms, museum property, motor vehicles and heavy equipment are sensitive items
1109 of nonexpendable property which shall be included in the District's property
1110 accountability system, even if the original acquisition cost is under \$5000.
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1154 EXHIBIT F
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1156
1157 **RECLAMATION MANUAL**

1158 **Policy LND P02**
1159

1160 **Subject:** Concessions Management
1161

1162 **Purpose:** Sets forth the policy for planning, development, management, and operation of
1163 concessions at Reclamation projects.
1164

1165 **Authority:** Reclamation Act of 1902, as amended and supplemented; the Reclamation Project
1166 Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.
1167

1168 **Contact:** Land, Recreation, and Cultural Resources Office, D-5300
1169

1170 **1. Concessions Management Policy.**
1171

1172 A. **Stewardship.** Reclamation and its Districts will ensure that concessions are planned,
1173 developed, and managed to meet public needs, are compatible with the natural and
1174 cultural resources, and provide a variety of services which are consistent with authorized
1175 project purposes.
1176

1177 B. **Authorization of Concessions.** Based on the principles contained in this policy,
1178 Reclamation will authorize concessions which establish or continue to provide necessary
1179 and appropriate facilities and services.
1180

1181 **2. Definition.**
1182

1183 A. **Concession.** A concession is a non-Federal commercial business that supports
1184 appropriate public recreation uses and provides facilities, goods, or services for which
1185 revenues are collected. A concession involves the use of the Federal estate and usually
1186 involves the development of real property improvements.
1187

1188 **3. Concessions Principles.** The following principles guide the planning, development, and
1189 management of concessions:
1190

1191 A. Concessions will provide quality recreation facilities and services accessible to
1192 persons with disabilities, and appropriate visitor goods and services at reasonable rates.
1193

1194 B. Concession operations will provide for the protection, conservation, and preservation
1195 of natural, historical, and cultural resources.
1196

1197 C. Commercial facilities and services will be planned and developed through a
1198 commercial services planning and public involvement process, in cooperation with other
1199 public agencies.

1200
1201 D. Concessionaires will be provided with opportunities for a reasonable profit and may
1202 be compensated for Reclamation-approved improvements that will remain the property of
1203 the United States.

1204
1205 E. Reclamation will ensure fair competition in the awarding of concessions contracts and
1206 will not allow preferential rights of renewal.

1207
1208 F. Exclusive use of the Federal estate will not be allowed and existing exclusive use will
1209 be removed as soon as possible.

1210
1211 G. Concessions will comply with applicable Federal, State, and local laws.

1212
1213 **4. Supporting Directives and Standards and Guidelines.** Implementation of the Concessions
1214 Management Policy is accomplished through the use of the Reclamation Manual Directives and
1215 Standards, and Guidelines.

- 1216
 - *Concessions Management by the Bureau of Reclamation, LND 04-01.*
 - *Concessions Management by Non-Federal Partners, LND 04-02.*
 - *Concessions Management Guidelines.*
-

1219
1220 (154) 3/4/02
1221 Supersedes (73) 4/3/98
1222

1223 RECLAMATION MANUAL
1224 Directives and Standards LND 04-02

1225 **Subject:** Concessions Management by Non-Federal Partners

1226
1227 **Purpose:** Establishes minimum approval standards for all new, modified, or renewed non-
1228 Federal concession contracts.

1229
1230 **Authority:** Reclamation Act of 1902, as amended and supplemented; the Reclamation Project
1231 Act of 1939; and the Federal Water Project Recreation Act of 1965, as amended.

1232
1233 **Contact:** Land, Recreation, and Cultural Resources Office, D-5300

1234
1235
1236 **1. Non-Federal Partners.** Reclamation may transfer to non-Federal partners the responsibility to
1237 develop and manage public recreation areas and concession services. Transferred areas are
1238 managed by a partner under Federal authorities, the partner's authorities, specific contracts, and
1239 agreements with Reclamation. Well-planned and -managed concessions on the Federal estate are
1240 of mutual interest to Reclamation and its partners. Reclamation is responsible for continuous
1241 management oversight of Districts and their concessions operations.

1242
1243 **2. Compliance With Directives and Standards.** New concession contracts issued by Districts
1244 must comply with these directives and standards. Existing concession contracts issued by
1245 Districts must, at the first opportunity, be brought into compliance with these directives and
1246 standards. If a concession contract is amended or terminated because of contract default or for
1247 other reasons and a subsequent concession contract is issued by the non-Federal partner, the
1248 subsequent concession contract must be in compliance with these directives and standards.

1249
1250 **3. Definitions.**

1251
1252 **A. Concession.** A concession is a non-Federal commercial business that supports
1253 appropriate public recreation uses and provides facilities, goods, or services for which
1254 revenues are collected. A concession involves the use of the Federal estate and usually
1255 involves the development of real property improvements.

1256
1257 **B. Exclusive Use.** Exclusive use is any use that excludes other appropriate public
1258 recreation use or users for extended periods of time. Exclusive use includes, but is not
1259 limited to, boat docks, cabins, trailers, manufactured or mobile homes, structures, or
1260 amenities that are determined by Reclamation to be exclusive use.

1261
1262 **C. Federal Estate.** The Federal land and water areas under the primary jurisdiction of the
1263 Department of the Interior, Bureau of Reclamation.

1264
1265 **D. Fixed Assets.** Fixed assets are any structures, fixtures, or capital improvements
1266 permanently attached to the Federal estate.
1267

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

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

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

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

1280
1281 (1) **Direct Returns.** These are fees generated by authorized concession contracts
1282 and paid directly to the managing entity or to the United States Treasury.

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

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

1289
1290 **4. District Agreements.**

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

1295
1296 (1) **Agreement Standards.** Any concession contract, including a contract renewal
1297 or modification, issued by the non-Federal District must meet the requirements of
1298 these Concessions Management Directives and Standards.

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

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

1307
1308 B. **Review and Evaluation.** All management agreements will require Reclamation to
1309 conduct annual concession operation reviews and evaluations. Reclamation may also
1310 conduct unplanned reviews, as necessary. If a review identifies operational or
1311 administrative deficiencies in the operation of a concession, a timetable must be
1312 established by the area office to correct these deficiencies.
1313

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1400
1401 **H. Area of Operation.** Each concession contract will authorize and define only the
1402 physical area necessary to conduct the business activities allowed by the contract.
1403 Concession boundaries must be surveyed by the partner and easily recognizable by the
1404 visiting public.
1405

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

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

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

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

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

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

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

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

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

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

1451 Reclamation before they are displayed.
1452

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

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

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

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

1477 7. Concessions Administration.

1478

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

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

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

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

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1517
1518 (159) 4/29/02
1519 Supersedes (74) 4/3/98
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EXHIBIT G

**Department of the Interior
Departmental Manual**

Effective Date: 12/01/95

Series: Intergovernmental Relations

Part 512: American Indian and Alaska Native Programs

Chapter 2: Departmental Responsibilities for Indian Trust Resources

Originating Office: Office of American Indian Trust

512 DM 2

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

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

3. **Responsibilities.**

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

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

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

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

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

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

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

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

1603 4. Procedures.

1604

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

1610
1611 (1) Clearly state the rationale for the recommended decision; and
1612

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

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

1628 12/01/95 #3049

1629 Replaces 05/23/95 #3040
1630
1631
1632
1633

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 78-39

A RESOLUTION DIRECTING EXECUTION OF AN INTERIM AGREEMENT BETWEEN UNITED STATES OF AMERICA AND CASITAS MUNICIPAL WATER DISTRICT FOR MANAGEMENT OF VENTURA RIVER OPEN SPACE LANDS

BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the General Manager and Chief Engineer of this District is hereby directed to execute on behalf of the District the "Interim Agreement Between United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands." A copy of said Interim Agreement is on file in the District office and identified as Contract No. 8-07-20-L0530.

PASSED AND ADOPTED this 26th day of April, 1978.

Clyde A. Campbell
President, Casitas
Municipal Water District

ATTEST:

L R Whelan
Secretary-Treasurer, Casitas
Municipal Water District

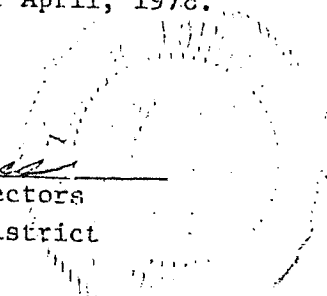
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Anita E. Snodgrass, Clerk of the Board of Directors of Casitas Municipal Water District, certify that the foregoing is a true and correct copy of a resolution adopted at a meeting of said Board of Directors held on the 26th day of April, 1978, by the following vote:

- AYES: Directors: Campbell, Whelan, Hansen, Coultas
- NOES: Directors: None
- ABSENT: Directors: Walker

IN WITNESS WHEREOF I have signed my name and affixed the official seal of the Casitas Municipal Water District this 27th day of April, 1978.

Anita E. Snodgrass
Clerk of the Board of Directors
Casitas Municipal Water District





United States Department of the Interior
BUREAU OF RECLAMATION

MID-PACIFIC REGIONAL OFFICE
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825

MAY 16 1978

IN REPLY
REFER TO: MP-420
780.

- ACT. INFO.
- S&S
 - AGO
 - ADMIN
 - ENGR
 - O & M
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 - FILE

Mr. Robert N. McKinney
General Manager and Chief Engineer
Casitas Municipal Water District
Post Office Box 37
Oak View, California 93022

Dear Mr. McKinney:

Enclosed is one original copy of the Interim Agreement for management of open space lands at Lake Casitas, Contract No. 8-07-20-L0530, which I have executed today on behalf of the United States.

Sincerely yours,

M. A. Gatino
Acting Regional Director

Enclosure

RECEIVED
CASITAS MUNICIPAL
WATER DISTRICT

APR 10 1978

AM

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Ventura River Project, California
INTERIM AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND CASITAS MUNICIPAL WATER DISTRICT
FOR MANAGEMENT OF VENTURA RIVER OPEN SPACE LANDS

THIS AGREEMENT, made this 16th day of May, 1978, in accordance with the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly Title IV of the Act of October 27, 1974 (88 Stat. 1493) entitled, "Casitas Reservoir Open Space, California," all collectively hereinafter referred to as Federal Reclamation Laws, by and between THE UNITED STATES OF AMERICA acting by and through its Department of the Interior, hereinafter styled the "United States," represented by the officer executing this instrument on its behalf which officer, his successor and his duly authorized representative are hereinafter severally called the "Contracting Officer," and the CASITAS MUNICIPAL WATER DISTRICT, a political subdivision duly organized and operating under the laws of the State of California, acting by and through its Board of Directors and hereinafter styled the "Casitas."

WITNESSETH, THAT:

WHEREAS, the United States has acquired certain lands or interests in lands for the construction, operation and maintenance of the Ventura River Project (Project) as authorized by the Act of March 1, 1956 (70 Stat. 32) entitled, "Ventura River Project"; and

WHEREAS, Casitas is currently operating the Project and managing those Project lands pursuant to Contract No. 14-06-200-5257 between Casitas and the United States; and

WHEREAS, it is in the public interest to protect the quality of the water stored in Lake Casitas; and

WHEREAS, the United States will acquire certain additional lands or interests in land to protect the quality of water in Lake Casitas and to serve other purposes (hereinafter referred to as "open space lands"); and

WHEREAS, the United States and Casitas are negotiating a long-term management agreement for the open space lands; and

WHEREAS, the United States and Casitas wish Casitas to undertake the management of open space lands prior to execution of said long-term agreement.

NOW, THEREFORE, the United States and Casitas agree as follows:

TERM OF AGREEMENT

1. This agreement will remain in force and effect until such time as the United States and a non-Federal public body have executed a long-term management agreement for the open space lands.

TRANSFER OF MANAGEMENT OF OPEN SPACE LANDS

2. Casitas shall assume management of each parcel or group of parcels of open space lands shown on Drawing No. 767-208-241, attached hereto and marked Exhibit "A", upon receipt of a written

notice of transfer from the Contracting Officer respecting that parcel or group of parcels. Said notice shall not be given for any parcel or group of parcels until the United States has satisfied all its obligations to the former owner of that parcel excepting the right of USE AND OCCUPANCY reserved, as permitted pursuant to Title IV of the Act of October 27, 1974 (88 Stat. 1493); Provided, That should such right of USE AND OCCUPANCY be reserved, the notice of transfer will set forth the terms and conditions applicable to such reservation.

MANAGEMENT OF OPEN SPACE LANDS

3. (a) Casitas shall manage each parcel of open space lands, transferred as stated in Article 2 hereof, for which a right of USE AND OCCUPANCY was reserved, in accordance with the terms and conditions set forth in the notice of transfer relating to that parcel and in accordance with the Management Guidelines, as amended, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

(b) Casitas shall manage each parcel or groups of parcels of open space lands, transferred as stated in Article 2 hereof, where no rights were reserved, in accordance with the Management Guidelines, as amended, and to prevent trespassing, vandalism, and other acts which are detrimental to the United States and contrary to the intent of said Title IV of the Act of October 27, 1974 (88 Stat. 1493).

RESERVATIONS

4. The privileges herein granted to Casitas are subject to:

(a) Existing rights, privileges, or interests in the lands shown on Exhibit "A" to which the title of the United States may be subject, and Casitas agrees not to interfere with such rights, privileges, or interests.

(b) Existing easements and rights-of-way; and easements or rights-of-way which may be acquired by the United States.

(c) The right of properly authorized officers, assignees, agents, employees, permittees, and lessees of the United States to enter upon the lands described herein without charge for the purpose of enforcing, protecting, and exercising the rights reserved to the United States and protecting the rights vested in those not party to this agreement except that reasonable notice will be given to Casitas prior to said officers, assignees, agents, employees, permittees, and lessees entering said open space lands.

TITLE TO LAND, IMPROVEMENTS AND RESTORATION

5. Casitas shall not construct any structures or facilities on open space lands without written approval of the Contracting Officer.

PREPARATION AND ADMINISTRATION OF CONTRACTS, ETC.,
RELATING TO THE REAL PROPERTY OF THE UNITED STATES

6. (a) For the purposes of this agreement, definitions of the following terms are:

(1) AN EASEMENT is an instrument which grants an estate in the land and is not revocable except as may be provided in the instrument. Rights of way for roads, transmission lines, pipelines, and like uses, are granted by an easement.

(2) A LEASE is an instrument by which lands and tenements are conveyed for a number of years or at will. Leases may be used to convey lands for grazing, agricultural, commercial and other uses.

(3) A PERMIT, LICENSE, OR CONTRACT is an instrument granting authority to do an act or acts on lands without conveying an interest therein. It is an instrument giving a personal privilege which is temporary and revocable.

(b) When the United States receives a request for a permit, license, or contract for use of the open space lands transferred to Casitas for management, it shall forward the request, together with any comments which may be pertinent, to Casitas. Notice of referral shall be sent to the applicant without comment. The applicant also should be told that further information regarding the application will emanate from Casitas and all subsequent inquiries concerning the application should be sent direct to Casitas.

(c) Subject to the provisions of (d) below, Casitas may grant or deny permits, licenses and contracts to use the open space lands transferred to it for management. Casitas will send the Bureau a copy of each permit, license, and contract granted. Casitas will not grant any permits, licenses, or contracts that involve the installation and

construction of structures on the open space lands without prior consent by the United States.

(d) All leases, easements, and interests in land shall be granted only by the United States.

If the application is one which can only be granted by the United States, Casitas shall furnish a copy of the application and comments thereon to the United States. If the request is compatible with the management of the open space lands and if Casitas has indicated approval, the United States will execute the appropriate documents and send a copy of the executed documents to Casitas.

(e) In granting permission to use the open space lands, care shall be exercised to assure that:

- (1) The encroachment is held to the minimum practical;
- (2) There is no interference with the Project;
- (3) A permit, license, or contract is not issued as a substitute for an easement or lease;
- (4) Disposal of land by the United States is not being contemplated.

When there is doubt on any of these matters, the application shall be sent to the United States.

(f) Charges may be made for easements, leases, permits, licenses, and contracts to use the open space lands.

- (1) The charge shall be based on the fair value of the right granted with a minimum sufficient to cover the administration

expenses involved. Casitas may establish uniform charges for servicing permits, licenses, and contracts.

(2) No charge will be made by the United States for rights granted to governmental entities or to such quasi-governmental agencies or nonprofit organizations as the parties shall agree upon. However, if a governmental entity requests a right for the specific benefit of a private party, charges will be imposed and will be paid to Casitas direct as though the grant were to the private entity.

(3) All revenues from easements, leases, permits, licenses, and contracts to use the open space lands shall be returned to the United States for credit to the Reclamation fund.

(g) The parties agree that the procedures set forth in this section appear desirable and feasible at this time. However, the effectiveness of these procedures is subject to review. Necessary or desirable changes will be made by agreement of the parties when the need therefor becomes evident.

LIABILITY AND INDEMNIFICATION

7. (a) To the extent it is legally able to do so, Casitas agrees to indemnify and hold harmless the United States, its agents and employees from any loss or damage and from any liability on account of personal injury, death or property damage or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of Casitas' activities under the terms of this agreement.

(b) Insofar as the United States is legally authorized to do so, it shall hold Casitas harmless from any damages or injury resulting from the activities of the United States under the terms of this agreement. This article is not intended to confer any liability upon the United States not presently existing under Federal law.

MANAGEMENT RESPONSIBILITY

8. Casitas shall perform whatever work is necessary as approved by the Contracting Officer to reasonably control the erosion for the open space lands in order to minimize or prevent siltation or to protect water quality in the reservoir. Such work may include, but not be limited to grading, clearing, grubbing, discing, weed control, control burning, debris removal and other related watershed management practices, calculated to prevent cleared areas from returning to chaparral.

IMPROVEMENTS AND STRUCTURES

9. (a) Casitas shall not construct or remove any improvement, structure, or facility on the open space lands without written approval of the Contracting Officer.

(b) From time to time, but not more than at monthly intervals, the United States shall reimburse Casitas from funds appropriated pursuant to Title IV of the Act of October 27, 1974, for costs and expenses incurred by Casitas for the removal of improvements, structures and facilities from and/or cleanup of the open space lands approved by the Contracting Officer. Said costs and expenses will include direct

labor, contract costs, administrative overhead, and other associated costs incurred directly as a result of Casitas' removal activities.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

10. The expenditure of any money by the United States in the performance of any work by Casitas provided for by the terms of this agreement which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of Congress to appropriate funds or the absence of any allotment of funds shall not impose any liability upon the United States, nor relieve Casitas of any of its obligations provided for by the terms of this agreement with the exception of work requested under item 9(b) of this contract.

MISCELLANEOUS PROVISIONS

11. (a) The attached statement marked Exhibit "C" entitled, Reclamation Land-Use Stipulation, wherein Casitas is referred to as "permittee," is by reference incorporated herein and made a part hereof.

(b) The attached statement marked Exhibit "D" entitled, Environmental Requirements, is by reference incorporated herein and made a part hereof.

(c) The attached statement marked Exhibit "E" entitled, Title VI, Civil Rights Act of 1964, as amended, is by reference incorporated herein and made a part hereof.

(d) The following statement, Nondiscrimination in Public Accommodations, applies to this agreement. Casitas agrees that it and its employees will not discriminate because of race, color, age, religion, sex, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public, nor shall Casitas or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color, age, religion, sex, or national origin. Casitas agrees to include and require compliance with a provision similar to the foregoing provision in any contract made with respect to the operations to be carried out hereunder.

(e) The attached statement marked Exhibit "F" entitled, Equal Opportunity is by reference incorporated herein and made a part hereof.

NOTICE, DEMAND, PAYMENT, OR ANNOUNCEMENT

12. (a) Any notice or announcement authorized or required to be given to the United States shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, Federal Building, 2800 Cottage Way, Sacramento, California 95825.

(b) Any notice, demand, payment, or announcement authorized or required to be given to Casitas shall be deemed to have been given when mailed in a postage prepaid or franked envelope or delivered

to the Casitas Municipal Water District, Post Office Box 37, Oak View, California 93022.

(c) The designation of the addressee or the address given above may be changed by notice given in the same manner as provided in this article for other notices.

(d) This article shall not preclude effective service by other means.

SOLICITATION OF AGREEMENT

13. Casitas warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Casitas for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to require the Casitas to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

OFFICIALS OR EMPLOYEES NOT TO BENEFIT

14. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, this agreement is given as of the day
and year first above written.

THE UNITED STATES OF AMERICA

By M. A. Catlow
Acting Regional Director
Mid-Pacific Region
Bureau of Reclamation

CASITAS MUNICIPAL WATER DISTRICT

By [Signature]

EXHIBIT A

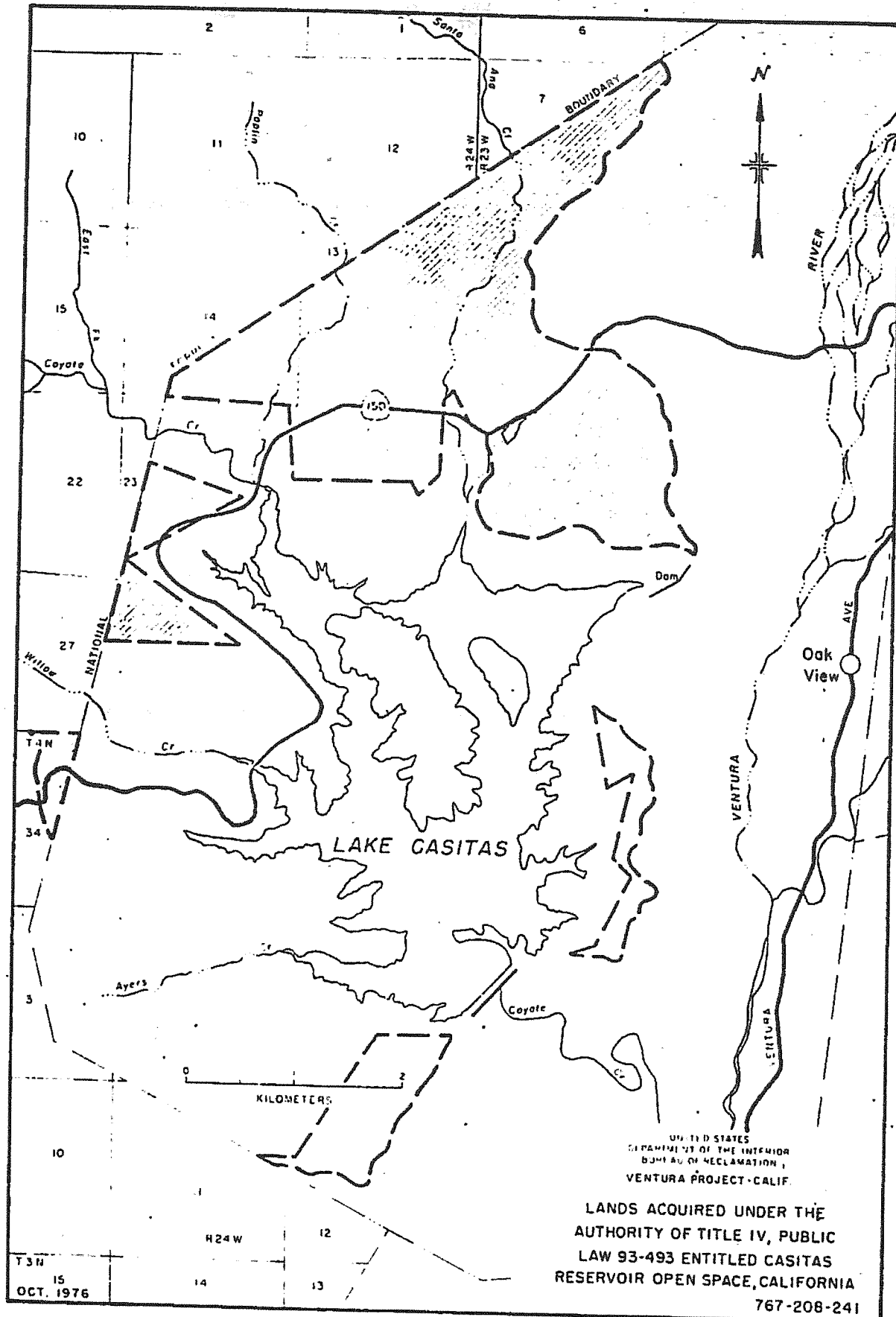


EXHIBIT "B"

MANAGEMENT GUIDELINES
FOR
ACQUISITION GROUPS 1, 2 AND 3
CASITAS RESERVOIR OPEN SPACE ACT

BY

LAND MANAGEMENT TASK FORCE
CASITAS RESERVOIR WATERSHED
U. S. BUREAU OF RECLAMATION
MID-PACIFIC REGION

AUGUST 1976

General

Properties to be purchased first by the United States under the provisions of Public Law 93-493 - The Casitas Reservoir Open Space Act, have been placed into three groups by the Bureau of Reclamation's Land Acquisition Committee-Casitas Reservoir Watershed in its Report of Investigations and Recommendations for Priority Acquisition Under the Casitas Reservoir Open Space Act which was approved by the Regional Director on May 17, 1976. Acquisition Groups 1, 2 and 3 from that report are listed as follows:

<u>Group 1</u>		<u>Group 2</u>	
<u>Unit</u>	<u>Name</u>	<u>Unit</u>	<u>Name</u>
21	Johnston	11	McKean
61, 62, 63	Dunshee	14	Wyborny
70	Kirchner	15	Roberts
43	Barnard	17	Boatman
45	Gates	25	Robinson
46	Parker	26	Miner
47	Mungo	27	Selby
49	Whitter	7	Hanson
95	Sherman	58, 85	Barnard
10	Peirano	59, 60	Battin
		68, 74	Dunshee

<u>Group 3</u>	
<u>Unit</u>	<u>Name</u>
13	Raymond
29	Wooley
32	Brice
38	Weathers
64	Rowe
67, 69	King
39	Shirk

These guidelines will be incorporated into the Lake Casitas Management Plan scheduled for completion by the end of calendar year 1976, and they cover matters related to both lands and buildings to be acquired. They are provided at this time for use by Bureau of Reclamation acquisition personnel who will soon begin negotiations for purchase of the private properties in Acquisition Groups 1, 2, and 3.

The guidelines have been prepared on the basis that Casitas Municipal Water District will continue to manage the United States lands now adjacent to Lake Casitas, will add the new lands being acquired to their management area, and that the Bureau of Reclamation and Casitas Municipal Water District will execute a Management Agreement to effect their mutual management responsibilities. The Casitas Municipal Water District will hereafter be referred to as the Managing Agency.

The guidelines reflect the purposes and intent of the Act and have been prepared with the welfare of the property owners in mind. They also expand upon the six recommendations regarding land management outlined in the Land Acquisition Committee report mentioned above.

The purpose of the Act, as stated, is to provide for the protection of the quality of water in Lake Casitas, and to provide for the preservation and enhancement of public outdoor recreation, fish and wildlife, and the environment of the area through keeping the lands in their natural state as permanent open space. Based upon our review and analysis of the background information on Public Law 93-493, it is evident that the primary purpose of the Act is to preserve and protect the quality of water in Lake Casitas. This then, becomes our most significant criteria in developing the management guidelines.

Although the Act permits owners to "...retain a right of use and occupancy of such property for agricultural or noncommercial residential purposes..." the Task Force feels that continued indefinite large scale agricultural use of lands being acquired would work against purposes and provisions of the Act. Potential problems related to agricultural use of the acquired lands include, but are not limited to, the following:

1. Lowering of Lake Casitas water quality through:
 - (a) Contamination and nutrients from agricultural chemicals in runoff.
 - (b) Nutrients from plant residues in runoff.
 - (c) Contamination and nutrients from animal wastes in runoff.

2. Lowering of air quality through:
 - (a) Agricultural equipment operation.
 - (b) Agricultural burning.
3. Soil erosion.
4. Possible conflict with land management plans.
5. Loss of existing and potential habitat for wildlife.

Therefore, owners wishing to retain the right of use and occupancy for agricultural or noncommercial residential purposes will be limited to six acres (more or less) of land, with the exception that where a former landowner has previously engaged in large scale agricultural operations on lands being acquired over and above that required for residential purposes, such operations may be continued for a maximum of ten (10) years from date of acquisition. Agricultural use shall conform to the guidelines for animal control, agricultural chemical control, and erosion control, and noncommercial residential use shall comply with the domestic sewage control and improvement control guidelines discussed below.

Domestic Sewage Control

Protection of the quality of water of Lake Casitas will require strict control of domestic sewage. Those persons retaining the right of use and occupancy of lands and buildings being acquired by the United States will comply with the following:

1. Before being allowed to reserve a right of use and occupancy, a former owner shall be required to submit a certification from the County or State to the Bureau that the existing sewage disposal system on his property conforms with applicable Ventura County Ordinances or State Health Department Guidelines, whichever are more restrictive.
2. If the former owner's existing sewage disposal system does not conform with the above guidelines, he shall be required to upgrade or replace the system prior to reserving a right of use and occupancy.
3. Thereafter, the former owner shall be required to submit a certification annually from the County or State to the Managing

Agency that the sewage disposal system is operating in conformance with the above guidelines.

4. No additional septic tanks or seepage pits shall be permitted within the watershed except as may be required under Item 2 above. Waste water resulting from any future development within the Lake Casitas watershed area acquired under the Act shall be exported from the watershed.

Animal Control

The Land Management Task Force recommends the adoption of the following guidelines for animal control on Bureau lands at Lake Casitas. The guidelines are based on existing Federal, State and local regulations and guidelines on animal grazing which the Land Management Task Force feels are necessary to protect the water quality in Lake Casitas.

A. 1. The number of domestic animals allowed on a given property will be based on the recommended grazing carrying capacity for vegetation in the Lake Casitas area. The grazing carrying capacity is 12 animal unit months (AUM) per acre per year for irrigated pasture, 1.2 AUM per acre per year for agricultural land able to be cultivated but returned to grass, and .6 AUM per acre per year for rangeland. The animal unit is a unit of measure for pasture that supplies the quantity of feed needed for good growth of mature horses and cattle without destroying the vegetation. The following conversion table will assist in determining animal units per head for various animals.

<u>Animal</u>	<u>Conversion Factor</u>
Cow - 2 yrs. & over	1.00
Calf - 4-9 months	.40
Yearling	.75
Bulls - 2 yrs. & over	1.00
Horses	1.00
Ewes, rams - 1 yr. & over	.20
Lambs	.15

2. No stables or corrals will be permitted within 1,000 feet horizontally from the maximum water surface elevation at Lake Casitas.

3. All corrals and stable areas will have a planned program for maintenance, including the regular (minimum of a weekly

basis) collection of manure for transportation off the watershed and provisions for adequate drainage to direct all storm water away from stables and corrals.

4. No animals will be permitted within 100 feet of the active tributary streams of Lake Casitas or within 200 feet horizontally from the maximum water surface elevation at Lake Casitas.

B. 1. At the time of purchase the owner, if he retains a right of use and occupancy, will be permitted to keep existing domestic animals as long as all the stipulations in A above are complied with.

2. If an owner at the time of purchase:

(a) Has a number of animals exceeding the recommended carrying capacity of A. 1. above, he will be required to reduce the number of animals to at least meet said carrying capacity.

(b) Has less animals than the carrying capacity recommended in A. 1. above, he will be permitted to increase the number to meet said carrying capacity.

(c) Does not have proper fencing to confine animals within property boundary, he will be required to construct and will be held responsible for maintenance of such fencing.

C. At such time as the Managing Agency determines the recommended carrying capacity in A. 1. above to be greater or less than that required for proper management of the lands, said agency reserves the right to adjust the carrying capacity accordingly.

Agricultural Chemical Control

The use of agricultural chemicals, including but not restricted to fertilizers and pesticides, on the Lake Casitas watershed presents a potential hazard to the lake's water quality. Therefore, those persons retaining the right to use lands being acquired by the United States will comply with the following:

1. Obtain the review and approval in writing of the Managing Agency of all planned uses of agricultural chemicals prior to their application.

2. Use no pesticides listed on the attached list entitled "Prohibited Pesticides - Not to be Used on Department of the Interior Lands" or any amendment thereto.

3. Use agricultural chemicals in accordance with all applicable Federal laws, orders and regulations and laws of the State of California.

4. Use agricultural chemicals at minimum amounts necessary to achieve desired results.

5. Where possible use pesticides that have short half lives instead of more persistent types.

6. Select pesticides and methods of use which are most effective and present least hazard to man.

7. Report to the Managing Agency all agricultural chemical applications including amount used, date, time, location, method of application and crop on which applied.

Erosion Control

Fire or mechanical disturbance of the soil on the lands being acquired could cause silt and sediment loads, as well as other pollutants to enter Lake Casitas. To prevent or reduce this possibility, those persons retaining the right to use certain lands will comply with the following:

1. Obtain the review and approval in writing of the Managing Agency of all plans for disturbing the soil.

2. Agree to carry out such erosion control measures as the Managing Agency may determine to be necessary.

Improvement Control

A former owner may be authorized to retain a right of use and occupancy of his former residence and outbuildings subject to the following terms and conditions:

1. There is no representation or warranty by the United States whatsoever, and there is no obligation on the part of the United States to make any alterations, repairs or additions to such property.

2. All improvements used and occupied by the former owner shall at all times be protected and maintained in a safe, sanitary, and slightly condition by and at the expense of the former owner in a manner that meets all Federal, State and local regulations. Maintenance to be accomplished during the period of this reservation includes, but is not necessarily limited to the following:

(a) Residence, outbuildings, corrals, wooden fences, etc., will be painted periodically to maintain a neat and pleasing appearance.

(b) Service roads will be maintained in a safe condition by and at the expense of the former owner. No new roads or trails will be constructed or established by the former owner without written permission of the Managing Agency.

3. During the term of the occupancy the former owner will at all times maintain the property immediately adjacent to all buildings in a good condition and free from weeds, brush, washes and gullies detrimental to the value of such property and shall not commit or permit any unlawful acts, activities, or nuisances upon said property. He shall cut no trees, conduct no mining or drilling operations, or in any manner substantially change the contour or condition of the property hereby reserved, except changes required in carrying out soil and water conservation measures approved by the Managing Agency.

4. If the former owner does not maintain the retained property in a good and safe condition then the Managing Agency may perform such maintenance work that it deems necessary and charge the former owner for such work.

5. The furnishing of all utilities services (water, sewer, telephone, electricity, sanitation and garbage disposal) are the responsibility of the former owner. The former owner will insure that all applicable Federal, State and local pollution control laws and regulations are met and that all refuse, garbage, and trash are disposed of in a proper location outside the Lake Casitas Recreation Area. The former owner will discontinue use of and obliterate existing trash and/or garbage dumps on his premises. Diseased, injured, dying or dead animals shall be treated promptly, removed from the property or otherwise disposed of in a clean and sanitary manner.

6. The former owner shall not construct any temporary or permanent structures on the property, or place a mobilehome or a

travel trailer on the premises without the prior written consent of the Managing Agency. All buildings, structures, or trailers so permitted will be constructed or established in accordance with Ventura County Building and Sanitary Codes.

7. The United States reserves all rights for water which may be developed or used in connection with this reservation. However, the former owner shall be permitted to maintain all present water supplies and the repair and replacement thereof so that sufficient water is available for normal use.

8. The former owner and his employees, if any, shall take all reasonable precautions to prevent forest, brush, grass and structural fires and also shall assist the Managing Agency in extinguishing such fires on the reserved property.

9. For as long as the former owner reserves rights under P.L. 93-493, he shall procure and maintain at his sole expense from a company or firm acceptable to the United States, a standard fire and extended coverage insurance policy on the property. The former owner shall coinsure the United States to the appraised value of the property at the time of acquisition. The appraised value shall be based upon United States written appraisal for the acquisition of the former owner's property. Any payments from the policy shall be used solely for the repair and restoration or replacement of the property damaged or destroyed if the former owner elects and the United States consents to continuance of the former owner's reserved rights. If the former owner's reserved rights are terminated at the time of the payment of funds from the policy, such funds up to the appraised value shall be the property of the United States.

10. Any property of the United States damaged or destroyed by the former owner incident to his use and occupancy of the premises shall be promptly repaired or replaced by the former owner to the satisfaction of the Managing Agency, or in lieu of such repair or replacement the former owner shall, if so required by the Managing Agency or the United States, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. The former owner shall pay all taxes that may be imposed upon his interest in the reserved property.

12. The United States or its contractors shall not be responsible for any loss, expense, damages to property, or injuries to persons,

which may arise from or be incident to the use and occupancy of the said premises, arising from activities of the United States or its contractors, and the former owner shall hold the United States and its contractors harmless from any and all such claims.

13. If the former owner elects to terminate his right to use and occupy the premises prior to the established date he shall notify the United States of such intent at least ninety (90) days prior to the date of such intended termination.

14. If the former owner elects to transfer or assign his right of use and occupancy to another party; or to lease or sublet such right; or to otherwise allow another person to replace the former owner as permanent inhabitant of the premises, the former owner shall notify the United States of such intent at least ninety (90) days prior to the date of such intended action. All restrictions herein applicable to the former owner will likewise apply to any person so replacing the former owner as permanent resident of the premises.

15. Upon expiration of the right to use and occupy the premises the former owner shall remove within ninety (90) days all structures and improvements placed on the premises by him during the period of occupancy and shall restore the site to its former condition. If the former owner fails to remove all such structures and improvements within the ninety (90) day period, they shall become the property of the United States, but that will not relieve the former owner of liability for the cost of their removal and the restoration of the site.

16. Use and occupancy by the former owner of the property is subject to the right of the Bureau or the Managing Agency to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing; provided that in exercising such right the Bureau and the Managing Agency will refrain from materially interfering or preventing use of the land by the former owner for the purpose intended under this reservation.

17. The Bureau reserves the right to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interest of the United States. The former owner shall have no claim of any

kind on account thereof against the United States or any officer, agent or employee thereof.

18. The Bureau of Reclamation reserves the right to review and approve all actions referred herein which have been submitted to the Managing Agency for approval.

Recommended:

Land Management Task Force - Casitas Reservoir Watershed

C. J. Graham
C. J. Graham, Division of
Water & Land Operations

Jack Garner
Jack Garner, Division of Water
and Land Operations

Jack Rowell 8/17/76
Jack Rowell, Division
of Planning

William D. Harper 8/16/76
William D. Harper, Office of
Environmental Quality

Approved:

B. E. Martin
Regional Director,
Mid-Pacific Region
Bureau of Reclamation

Copy to: Casitas Municipal Water District
Post Office Box 37
Oak View, California 93022

Amendment No. 1

to

Management Guidelines for
Acquisition Groups 1, 2, and 3
Casitas Reservoir Open Space Act

by

Land Management Task Force
Casitas Reservoir Watershed

U.S. Bureau of Reclamation
Mid-Pacific Region

December 1976

The Domestic Sewage Control requirements in the August 1976 Management Guidelines have created problems with the orderly acquisition of the watershed lands. The Management Team, therefore, amends the Domestic Sewage Control section as follows:

Domestic Sewage Control - revised

Protection of the quality of water of Lake Casitas will require strict control of any pollution problems resulting from domestic sewage. Those persons retaining the right of use and occupancy of lands and buildings being acquired by the United States shall comply with the following:

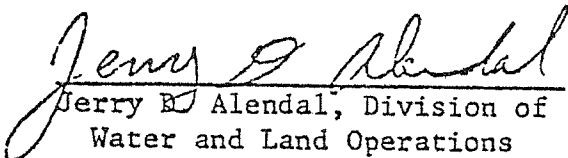
1. The former owner shall comply with all applicable Federal, State, and County pollution control laws and sewage disposal ordinances.

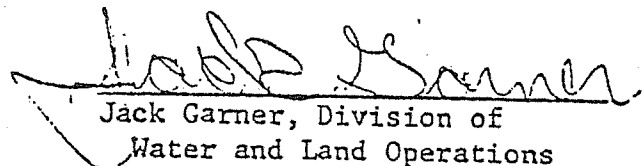
2. If it becomes evident that an existing sewage disposal system is causing a contamination or pollution problem in Lake Casitas or any of its tributaries, the former owner shall be required to upgrade or replace the system in conformance with the applicable County sewage disposal ordinances. If the former owner fails to provide the required maintenance, the managing agency may perform such maintenance work that it deems necessary and charge the former owner for such work.

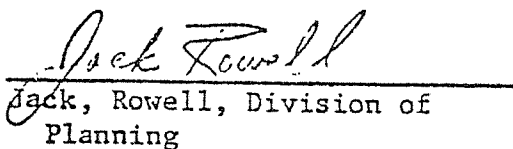
3. No additional septic tanks or seepage pits shall be permitted within the watershed except as may be required under Item 2 above. Waste water resulting from any future development within the Lake Casitas watershed area acquired under the Act shall be exported from the watershed.

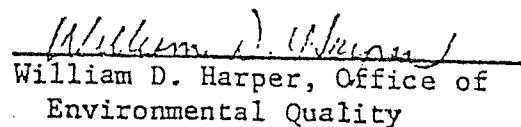
Recommended:

Land Management Task Force - Casitas Reservoir Watershed


Jerry B. Alendal, Division of
Water and Land Operations


Jack Garner, Division of
Water and Land Operations


Jack, Rowell, Division of
Planning


William D. Harper, Office of
Environmental Quality

Concur:


Acting Regional Director

RECLAMATION LAND-USE STIPULATION

There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

ENVIRONMENTAL REQUIREMENTS

1. Casitas shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potential harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

Prior to any artificial modification of the environment on the said premises, Casitas will submit a draft detailed statement of environmental impact to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, and such other reports as may now or hereafter be required. Such detailed statement shall state clearly and concisely, but not be limited to, (1) the environmental impact of the proposed action, (2) any adverse environmental effects that cannot be avoided, (3) alternatives to the proposed action, (4) the relationship between local short-term uses hereunder and the maintenance, and (5) any irreversible and irretrievable commitment of resources involved hereunder.

No such artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

2. Casitas shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

3. Casitas shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

4. In the use of pesticides on the land covered by this contract, Casitas shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. Casitas is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" attached hereto and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, Casitas shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

POLICY ON PESTICIDES

Prohibited List

Aldrin
Amitrol
Arsenical Compounds (inorganic)
Azodrin
Bidrin
DDT
DDD (TDE)
2,4,5-T
Dieldrin
Endrin
Heptachlor
Lindane
Mercurial Compounds
Strobane
Thallium Sulfate
Toxaphene

CIVIL RIGHTS ACT OF 1964

In connection with the performance of work under this contract, Casitas hereinafter referred to as the contractor, agrees as follows:

"(1) The contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued 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 ground 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 contractor receives financial assistance from the Bureau of Reclamation and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

"(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Bureau of Reclamation, this assurance obligates the contractor, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the contractor for the period during which the Federal financial assistance is extended to it by the Bureau of Reclamation.

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

EQUAL OPPORTUNITY

During the performance of this contract, Casitas, herein-
after referred to as the Contractor, agrees as follows:

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

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

(c) The Contractor 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 Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor 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) The Contractor 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,

Exhibit "F"

and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor 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 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) 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 Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-14-81 *Yau*

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 81-2

AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT
ESTABLISHING RULES AND REGULATIONS FOR THE MANAGEMENT
OF THE CHARLES M. TEAGUE MEMORIAL WATERSHED

BE IT ORDAINED by the Board of Directors of the Casitas Municipal
Water District as follows:

SECTION 1. TITLE AND PURPOSE

1.1 This ordinance shall be known as the Watershed Management
Ordinance and shall establish the rules and regulations for the management
by the Casitas Municipal Water District of all of the properties within
the Charles M. Teague Memorial Watershed.

1.2 The purpose of this ordinance is to protect the quality of
the water in Lake Casitas by providing a plan for the preservation of the
Charles M. Teague Memorial Watershed as permanent open space lands.

1.21 This ordinance also:

a. Implements all of the terms and conditions con-
tained in the Interim Agreement between the United States of America and
Casitas Municipal Water District, dated May 16, 1978, for the management of
open space lands.

b. Implements all of the terms and conditions of the Management Guidelines for the Acquisition of Groups 1, 2 and 3, Casitas Reservoir Open Space Act, dated August 1976, and as amended in December 1976.

c. Conforms to and abides by all of the requirements set forth in Public Law 93-493 (88 Stat. 1493) for the acquisition by the United States of America of watershed lands known as the Casitas Reservoir Open Space later renamed the Charles M. Teague Memorial Watershed.

SECTION 2. DEFINITIONS

2.1 Unless the context otherwise requires, the definitions contained in this Section govern the construction of this ordinance. The definition of a word applies to any of its variants.

2.2 "Casitas" means the Casitas Municipal Water District.

2.3 "Board" means the Board of Directors of Casitas.

2.4 "Reserved Land" is that land for which a reservation was granted by the United States to the Former Owner pursuant to a Land Purchase Contract.

2.5 "Unreserved Land" is that Watershed land which is owned by

the United States pursuant to the acquisition thereof under Public Law 93-493 (88 Stat. 1493), as to which no reservation was granted by the United States to the Former Owner.

2.6 "Watershed" means all lands outside of the Los Padres National Forest which drain directly into Lake Casitas and which were acquired by the United States pursuant to Public Law 93-493 (88 Stat. 1493) known as the Charles M. Teague Memorial Watershed (formerly known as Casitas Reservoir Open Space).

2.7 "General Manager" means the General Manager of Casitas.

2.8 "Department" means the Recreation Department of Casitas.

2.9 "Superintendent" means the Park Superintendent or the person acting in that capacity who is in responsible charge of the Department.

2.10 "Ranger" means any personnel of the Department.

2.11 "Reservation" means a right of use and occupancy by the vendor or seller, his successors and assigns, granted by the United States over lands purchased by the United States pursuant to Public Law 93-493 (88 Stat. 1493) known as the Charles M. Teague Memorial Watershed, said right being described in the Land Purchase Contract with the vendor.

2.12 "Former Owner" means the vendor or seller, his successors and assigns, of the property within the Charles M. Teague Memorial Watershed who have been granted the right to use and occupy the property pursuant to the Land Purchase Contract with the vendor.

2.13 "Non-compliance" is a failure to comply with any of the terms and conditions of the Land Purchase Contract between the Former Owner and the United States.

2.14 "Violation" is a failure to comply with that portion of the ordinance respecting Unreserved Lands and is a misdemeanor and subject to arrest, and upon conviction, to a fine or imprisonment.

2.15 "Misdemeanor". As used herein, the term "misdemeanor" has the same meaning as that set out in California Penal Code Section 17.

2.16 "Infraction". As used herein, the term "infraction" has the same meaning as that set out in California Penal Code Section 19c.

SECTION 3. RESERVED LANDS

3.1 All Former Owners who have been granted by the United States a Reservation or a right to use and occupy land purchased by the United States are required to conform to and abide by all of the terms and condi-

tions outlined in the Land Purchase Contract and this ordinance.

3.2 All of the terms and conditions of Land Purchase Contracts together with any exhibits or appendixes are hereby made a part of this ordinance. X

3.3 The Department may issue a Notice of Non-compliance in the event that the Department finds the Former Owner to be in Violation of terms and conditions of either his Land Purchase Contract or this ordinance.

3.31 The Notice of Non-compliance shall state the nature of the Violation of or non-compliance with the Land Purchase Contract or this ordinance. The Notice of Non-compliance will state the length of time the Former Owner has to comply with the terms and conditions of the Land Purchase Contract and this ordinance, and shall state that Casitas will take whatever action is necessary to satisfy compliance and backcharge the Former Owner for all costs incurred by Casitas plus any administrative overhead.

3.4 If the Former Owner does not perform or complete whatever action is necessary to comply with the ordinance and/or the Land Purchase Contract within the time stated, the Department may take whatever action is necessary to assure compliance, including completion of the work. All related costs thereof shall be backcharged to the Former Owner.

3.5 The Former Owner may appeal the Notice of Non-compliance. Within 10 days of the receipt of the Notice of Non-compliance, the Former Owner may submit in writing his reason for the appeal and submit a request for a hearing with the General Manager. The General Manager shall have the authority to lift the Notice of Non-compliance with or without conditions as he deems appropriate under the circumstances. Should the Former Owner still be unsatisfied with the decision of the General Manager, the Former Owner shall have the right to appeal the matter to the Board for settlement.

3.6 In an appeal to the Board, the Former Owner shall submit his written Notice of Appeal within 10 days after the decision of the General Manager together with a statement of his reasons why the Notice of Non-compliance should be lifted and why the conditions, if any, set forth by the General Manager should not be imposed.

3.61 After receiving said statement, Casitas shall give within 5 days written notice to the Former Owner of the date and time of the meeting at which the matter will be considered by the Board.

3.62 The Former Owner and/or his representative may appear at said meeting of the Board and present whatever evidence he may have concerning this matter.

3.63 The Board shall consider the matter and render its

decision within 30 days after the conclusion of said meeting. The decision of the Board shall be final and conclusive.

3.7 Pursuant to the Land Purchase Contract, the Former Owner may request approval to modify, alter, add, or construct anything located on the Reserved Land by submitting to the General Manager a written statement of the work contemplated together with any drawings or sketches necessary to clearly outline the proposal.

3.8 The General Manager shall have the authority to approve, disapprove, or approve with conditions he feels appropriate to the circumstances the Former Owner's request.

3.9 The Former Owner shall not commence any modification, alteration, addition or construction without prior written approval by the General Manager.

3.10 The Former Owner may appeal the General Manager's decision in a similar manner as described in paragraphs 3.5 and 3.6.

SECTION 4. PROHIBITED ACTS ON WATERSHED LANDS.

4.1 Power granted to the Department or its personnel under this ordinance shall be construed to be powers delegated by the Board to the General Manager and redelegated by him to the Superintendent for the purpose of management control.

4.2 Except as provided in Sections 5. and 6., it shall be unlawful for any person to:

4.21 Trespass over or upon any land within the Watershed (other than publicly dedicated streets and roads) at any time.

4.22 Hunt or trap any live animal, fowl, or fish, or discharge any firearm or engage in archery on any land within the Watershed at any time.

4.23 Burn any material or build a fire on the land within the Watershed at any time.

4.24 Dump anything on the land within the Watershed.

4.3 Provided that excepted from the acts prohibited in Sections 4.21, 4.22 and 4.23 are Former Owners and their guests and invitees solely as to lands as to which said Former Owner holds a reservation granted by the United States by a Land Purchase Contract and then only for such acts not prohibited by said Land Purchase Contract.

SECTION 5. ACTS PROHIBITED ON WATERSHED LAND WITHOUT PERMISSION OF THE DEPARTMENT.

5.1 Without the expressed written permission of the Department, it shall be unlawful for any person to:

5.11 Camp overnight, hike, and/or picnic on any Unreserved Land at any time.

5.12 Ride horses or any other animal on any Unreserved Land at any time.

5.13 Operate any motorized vehicle, including any type of motorized bike and/or cycle on any Unreserved Land at any time.

5.14 Cut and/or remove any tree, shrub, brush or dead wood on the Unreserved Land at any time.

5.15 Graze any animal on the Unreserved Land at any time.

5.16 Engage in any agricultural or farming practices on Unreserved Land at any time.

SECTION 6. ACTS PROHIBITED ON RESERVED LAND WITHOUT THE PERMISSION OF THE FORMER OWNER.

6.1 Without the expressed written permission of the Former Owner, as to any land within the Watershed as to which said Former Owner holds a Reservation granted from the United States pursuant to a Land Purchase Contract, it shall be unlawful for any person to:

6.11 Camp overnight, hike, and/or picnic on any Reserved Land

at any time.

6.12 Ride horses or any other animal on any Reserved Land at any time.

6.13 Drive any motorized vehicle, including any type of motorized bike and/or cycle on any Reserved Land at any time.

6.14 Cut and/or remove any tree, shrub, brush or dead wood on the Reserved Land at any time.

6.15 Graze any animal on the Reserved Land at any time.

6.16 Engage in any agricultural or farming practices on Reserved Land at any time.

SECTION 7. MISDEMEANORS AND INFRACTIONS

7.1 Pursuant to Section 71660 of the California Water Code, violations of the provisions of this Ordinance dealing with the creation of fire hazards, or remaining on or reentering District premises after an authorized District Officer or employee has specifically withdrawn consent for a person to utilize District facilities is a misdemeanor. Violation of any other regulation contained in this Ordinance is an infraction.

7.2 Whenever any person is arrested for any violations of this

Ordinance, the arrested person shall be taken without unnecessary delay before a magistrate within the County in which the offense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible with reference to the place where the arrest is made in any of the following cases:

a. When the person arrested refuses to give his written promise to appear in Court.

b. When the person arrested demands an immediate appearance before a magistrate.

7.3 Whenever any person is arrested and the arresting officer is not required to take the person without unnecessary delay before a magistrate, the arrested person shall in the judgment of the arresting officer either be given a 10 days' notice to appear as herein provided, or be taken without unnecessary delay before a magistrate within the County in which the offense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible to the place where the arrest is made in cases involving violations of this Ordinance classified by Section 71660 of the California Water Code as misdemeanors.

7.4 When an arresting officer attempts to take a person arrested for a misdemeanor or infraction of this ordinance before a magistrate and the magistrate or person authorized to act for him is not available, the arresting officer shall take the person arrested, without unnecessary delay, before:

a. The clerk of the magistrate who shall admit him to bail

in accordance with a schedule fixed as provided in Section 1269b of the Penal Code, or

b. The officer in charge of the most accessible county or city jail or other place of detention within the county who shall admit him to bail in accordance with a schedule fixed as provided in Section 1269b of the Penal Code or may, in lieu of bail, release the person on his written promise to appear as provided in subdivisions (a) through (f) of Section 853.6 of the Penal Code.

7.5 a. Whenever a person is arrested for any violation of this Ordinance and he is not immediately taken before a magistrate as provided herein, the arresting officer shall prepare in triplicate a written notice to appear in Court or before a person authorized to receive a deposit of bail containing the name and address of the person, the license number of his vehicle, if any, the name and address when available of the registered owner or lessee of the vehicle, the offense charged, and the time and place when and where he shall appear.

b. Nothing in this section shall be construed so as to require the arresting officer issuing the notice to appear to inform any person arrested pursuant to this section of the amount of bail required to be deposited for the offense charged.

7.6. The place specified in the notice to appear shall be either:

a. Before a magistrate within the county in which the of-

fense charged is alleged to have been committed and who has jurisdiction of the offense and is nearest or most accessible with reference to the place where the arrest is made.

b. Upon demand of the person arrested, before a municipal court judge or other magistrate having jurisdiction of the offense at the county seat of the county in which the offense is alleged to have been committed or before a magistrate in the judicial district in which the offense is alleged to have been committed.

c. Before a person authorized to receive a deposit of bail.

The clerk and deputy clerks of the municipal and justice courts are persons authorized to receive bail in accordance with a schedule of bail approved by the judges of said courts.

7.7 a. Any person willfully violating his written promise to appear or a lawfully granted continuance of his promise to appear in court or before a person authorized to receive a deposit of bail is guilty of a misdemeanor regardless of the disposition of the charge upon which he was originally arrested.

b. Any person willfully failing to pay a lawfully imposed fine for a violation of any provision of this ordinance within the time authorized by the court and without lawful excuse having been presented to the court on or before the date the fine is due is guilty of a misdemeanor regardless of the full payment of the fine after such time.

c. If a person convicted of an infraction fails to pay a fine or any installment thereof within the time authorized by the court,

the court may, except as otherwise provided in this paragraph, impound the person's driver's license and order him not to drive for a period not to exceed 30 days. Before returning the license to the person the court shall endorse on the reverse side of the license that the person was ordered not to drive, the period for which such order was made, and the name of the court making the order. If the defendant satisfies the court that impounding his driver's license and ordering him not to drive will affect his livelihood, the court shall order that the person limits his driving for a period not to exceed 30 days to such driving as is essential in the court's determination to the person's employment, including his driving to and from his place of employment if other means of transportation are not reasonably available. The court shall provide for the endorsement of such limitation on the person's license. The impounding of the license and ordering the person not to drive or the order limiting the person's driving does not constitute a suspension of the license, but a violation of the order constitutes contempt of court.

7.8 a. Prior to the date upon which he promised to appear or prior to the expiration of any lawful continuance of such date or upon receipt of information that an action has been filed, and prior to the scheduled court date, the defendant may deposit bail with the magistrate or the person authorized to receive a deposit of bail.

b. For any offense which is declared to be a misdemeanor or infraction, such deposit of bail may be by a personal check meeting the criteria established in accordance with subdivision (c).

c. Each court, sheriff, or other agency which regularly accepts deposits of bail, shall adopt a written policy governing the acceptance of personal checks in payment of bail deposits. The policy shall permit clerks and other appropriate officers to accept personal checks under conditions which tend to assure the validity of the checks.

7.9 No warrant shall issue on the charge for the arrest of a person who has given his written promise to appear in court or before a person authorized to receive a deposit of bail, unless he has violated the promise, the lawfully granted continuance of his promise, or has failed to deposit bail, to appear for arraignment, trial or judgment, or to comply with the terms and provisions of the judgment, as required by law.

7.10 a. When a person signs a written promise to appear or is granted a continuance of his promise to appear at the time and place specified in the written promise to appear or the continuance thereof, and has not posted bail, the magistrate may issue and have delivered for execution a warrant for his arrest within 20 days after his failure to appear before the magistrate, or if the person promises to appear before an officer authorized to accept bail other than a magistrate and fails to do so on or before the date on which he promised to appear, then, within 20 days after the delivery of the written promise to appear by the officer to a magistrate having jurisdiction over the offense.

b. When the person violates his promise to appear before an officer authorized to receive bail other than a magistrate, the officer

shall immediately deliver to a magistrate having jurisdiction over the offense charged the written promise to appear and the complaint, if any, filed by the arresting officer.

7.11 a. Any person who has received a written notice to appear for an infraction may, prior to the time at which he is required to appear, make a deposit and declare his intention to plead not guilty to the clerk of the court named in the notice to appear. The deposit shall be in the amount of bail established pursuant to the provisions of Section 1269b of the Penal Code, for the offense charged, and shall be used for the purpose of guaranteeing the appearance of the defendant at the time and place scheduled by the clerk for arraignment and for trial, and to apply toward the payment of any fine or assessment prescribed by the court in the event of conviction. The case shall thereupon be set for arraignment and trial on the same date, unless the defendant requests separate arraignment.

b. Any person who has received a written notice to appear for an infraction may, prior to the time at which he is required to appear, plead not guilty in writing in lieu of appearing in person. The written plea shall be directed to the court named in the notice to appear and, if mailed, shall be sent by certified or registered mail postmarked not later than five days prior to the day upon which appearance is required. Such written plea and request to the court shall be accompanied by a deposit consisting of the amount of bail established pursuant to the provisions of Section 1269b of the Penal Code, for that offense, which amount shall be used for the purpose of guaranteeing the appearance of the defendant at the

time and place set by the court for trial and to apply toward the payment of any fine or assessment prescribed by the court in the event of conviction. Thereafter, the case shall be conducted in the same manner as if the defendant had appeared in person, had made his plea in open court, and had deposited such sum as bail. The court or the clerk of the court shall notify the accused of the time and place of trial by first-class mail postmarked at least 10 days prior to the time set for the trial. Any person using this procedure shall be deemed to have waived his right to be tried within the statutory period.

c. Any person using the procedure set forth in subdivision (a) or (b) shall be deemed to have given his written promise to appear at the time designated by the court for trial, and failure to appear at the trial shall constitute a misdemeanor.

7.12 a. Except when personal appearance is required by the bail schedule established under Section 1269b of the Penal Code, a person to whom a notice to appear has been issued under Section 7.5 who intends to forfeit bail and to pay any penalty assessment may forward by United States mail the amount fixed as bail, together with the appropriate amount of any penalty assessment, to the person authorized to receive a deposit of bail. Such amounts may be paid in the form of a personal check which meets the criteria established pursuant to subdivision (c) of Section 7.8, or a bank cashier's check or a money order. Bail and penalty assessment shall be paid not later than the day of appearance set forth in the notice to appear or prior to the expiration of any lawful continuance of such date.

b. Bail forwarded by mail shall be effective only when the

funds are actually received.

c. If at the time when the case is called for arraignment before the magistrate the defendant does not appear, either in person or by counsel, the magistrate may declare the bail forfeited and may in his discretion order that no further proceedings be had in the case. Upon the making of the order that no further proceedings be had, all sums deposited as bail shall forthwith be paid into the County Treasury.

7.13 It is unlawful to willfully fail or refuse to comply with any lawful order, signal, or direction of any Ranger or to refuse to submit to any lawful inspection under this ordinance.

7.14 The Superintendent is authorized to enforce this ordinance, and in the event of fire or other emergency, take what measures are deemed necessary to insure the safety of persons within the Watershed, to protect the water quality in Lake Casitas, and/or to protect property and facilities within the Watershed. The Superintendent may direct activities as conditions may require notwithstanding other provisions of this ordinance.

SECTION 8. CONSTITUTIONALITY

8.1 If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

SECTION 9. EFFECTIVE DATE

9.1 This ordinance becomes effective immediately.

PASSED AND ADOPTED this 24th day of June 1981.

/s/ Clyde H. Campbell
President, Casitas Municipal
Water District

ATTEST:

/s/ James A. Coultas
Secretary-Treasurer, Casitas
Municipal Water District

MEMORANDUM

TO: Executive Committee
From: Michael L. Flood, General Manager
RE: **Review and Discussion of the California State Water Project Contract Extension Amendment**
Date: August 6, 2019

RECOMMENDATION:

The Committee recommend that the Board of Directors adopt a resolution instructing the Ventura County Watershed Protection District execute the State Water Project Contract Extension Amendment.

BACKGROUND:

The Ventura Flood Control Protection District (VCFPD) (now the Ventura County Watershed Protection District (VCWPD)) signed a contract with the State of California Department of Water Resources (DWR) in the early 1960s for the delivery of up to 20,000 Acre-Feet of State Water Project Water Supply (known in the contract as Table A water) annually.

In 1971, Casitas MWD signed an agreement with VCFPD taking over the costs and administrative responsibilities of the VCFPD State Water Contract.

Subsequently, Casitas MWD signed agreements with both Ventura Water (City of Ventura) and the United Water Conservation District assigning 10,000 Acre-Feet of State Water Project Table A to Ventura Water and 5,000 Acre-Feet to United Conservation District.

Casitas MWD remains the administrator of the contract but VCWPD is still the named contractor on the State Water Project contract and thus must execute any amendments to that contract.

In December 2018, the DWR finalized the contract extension which was executed by the prime contractor, Metropolitan Water District, that same day.

The DWR subsequently filed a validation action with the Superior Court of the State of California which has been enjoined by several parties both internal and external to the State Water Project.

DISCUSSION:

The DWR has been in negotiations for many years with the State Water Project Contractors in regard to an extension of the original State Water Contract which was set to terminate in 2035.

The looming expiration of the contract created several issues for the operation of the State Water Project with the primary issues being the ability to issue bonds of a term that exceeded to 2035 expiration date.

The contract extension amendment will extend the State Water Contract another 50 years to 2085 thus alleviating issues with bond financing within the project.

Budgetary impacts to Casitas MWD will be positive in that the costs of short-term bonds within the State Water Project will be avoided and the District will continue to collect its portion of the costs of the contract through property tax assessments as it has in the past.

Final disposition of the Contract Extension Amendment will depend on the result of the validation action filed by the DWR which is expected to be concluded with the next five years.

Relevant cost details in connection with the contract extension will be covered with the committee at the meeting.