

Casitas Municipal Water District
RECREATION COMMITTEE
Agenda
Brennan/Kaiser
November 9, 2021 – 10:00 a.m.

This meeting will be conducted via teleconference.

To participate or listen to the meeting please call

(888) 788-0099 or (877) 853-5247

Enter Meeting ID: 967 5174 7493#

Passcode: 181130#

1. Roll Call
2. Public comments.
3. Review of the Concessionaire Request for Proposal.
4. Discussion on the LCIF including a review of the financial statement and scheduling the annual meeting.
5. Review of September 2021 Recreation Report.
6. Review of Incidents and Comments.

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code. If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance (805) 649-2251 ext. 113. (Govt. Code Section 65954.1 and 54954.2(a). Please be advised that members of the Board of Directors of Casitas who are not members of this standing committee may attend the committee meeting referred to above only in the capacity of observers, and may not otherwise take part in the meeting. (Govt. Code Sections 54952.2(c)(6)

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA
11311 Santa Ana Road
Ventura, California 93001**

REQUEST FOR PROPOSALS

Notice is hereby given that proposals are being requested to operate a Park Store Concession at Lake Casitas Recreation Area located at 11311 Santa Ana Road, Ventura, California 93001 per the attached specifications.

Proposals will be received at the Lake Casitas Recreation Area located at 11311 Santa Ana Road Ventura, CA 93001, until **3:00 p.m. (Pacific Standard Time), December 20, 2021**. If further information is needed, please contact Joe Martinez, at (805) 649-2233 X 111.

A pre-proposal meeting will be held on Monday, November 29, 2021 at 10:00 a.m. at Lake Casitas Recreation Area Park Store to address and answer questions from prospective Proposers.

Proposals must be emailed to the following email address: rfaddis@casitaswater.com by the December 20, 2021 3:00 p.m. deadline.

It is the responsibility of the Proposer to ensure that any proposals submitted shall be received prior to the deadline.

Proposals received after the December 20, 2021, 3:00 p.m. deadline will not be accepted.

Proposals will not be accepted by telephone, facsimile or by mail.

ALL PROPOSALS must bear original signatures and figures.

1. Introduction

(a) Casitas Municipal Water District "Casitas" is seeking a corporation, business, or individual to operate a Park Store Concession to provide a source for customers to purchase basic groceries, ice, fire wood, camping accessories, beverages, beer, wine, confectionaries, gift shop items and propane from the Park Store facility that is located within the Lake Casitas Recreation Area "LCRA" located at 11311 Santa Ana Road, Ventura CA 93001.

(b) The LCRA and Park Store Demised Premises are show on Exhibits: A 1 - Aerial of the LCRA, A 2 - Park Store Demised Premises Site Map, Exhibit B - Lake Casitas Recreation Area Campgrounds Brochure Location, C – Example Concession Agreement.

The LCRA is operated by Casitas under a Management Agreement with the U.S. Bureau of Reclamation ("USBR").

(c) Lake Casitas has a capacity of 238,000 acre-feet and is a reservoir for domestic, municipal, irrigation and industrial use. The LCRA encompasses 1,200 acres of land and is surrounded by 3,500 acres of scenic non developed watershed lands. Because Lake Casitas is a drinking water reservoir, no swimming or body contact is allowed.

(d) The LCRA has an annual operating budget of approximately 3.5 million dollars. It is operated entirely from entrance, camping and waterpark receipts and concession revenues, receiving no Federal, State or County general fund contribution for its operation.

(e) LCRA is a popular year round recreation and camping area with approximately 413 groomed sites ranging from full hook ups to tent camping drawing both RV and tent campers. The approximately 750,000 visitors annually are primarily from the Southern California region.

(f) Recreational activities include camping, fishing, boating, hiking, wildlife viewing, a summer season Water Adventure, nature activities, biking, children's playground structures, basketball court, disc golf, radio controlled air strip, plus day use activities such as picnicking. The LCRA also provides several group sites for social gatherings, has a comprehensive Marina offering boat rentals, docking and a Marina Café.

2. Business Terms

Following the selection of a proposal by Casitas, staff will negotiate a Concession Agreement with the selected party based on the terms below. The final Concession Agreement will be subject to approval by the Board of Directors of the Casitas Municipal Water District and the USBR.

(a) Proposed Term: Casitas has the authority to offer a ten (10) year term.

(b) Proposed Payments:

May 1, 2022 – April 30, 2025, twelve percent (12%) of gross sales excluding alcohol sales

May 1, 2025 – April 30, 2028, thirteen percent (13%) of gross sales excluding alcohol sales

May 1, 2028 – April 30, 2032, fourteen percent (14%) of gross sales excluding alcohol sales

(c) Required Insurance: Concessionaire shall provide General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Alcoholic Beverage coverage. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A-; and (2) are admitted insurance companies in the State of California naming Casitas Municipal Water District and the United States Government as additional insured. This will be a condition of the Concession Agreement. Concessionaire shall also provide Workers' Compensation and Employers' Liability Insurance to cover all concessionaire staff while performing any work incidental to the performance of the Concession Agreement.

(d) Hours of Operation: The Concession shall be open for business daily corresponding with the LCRA opening and closing hours which vary during the year. Concessionaire is encouraged to operate the business seven (7) days a week and on holidays when extended hours are encouraged.

(e) An example Concession Agreement, containing most of the standard terms and conditions required by Casitas for a concession agreement, is attached hereto as Exhibit D. **It is the responsibility of the Proposer to review the example agreement, examine the economic environment, and conduct such further investigations as are necessary or appropriate to ensure that the nature of the undertaking and the obligations to be assumed by the Proposer are fully understood.**

3. General Requirements

The intent of this Request for Proposal ("RFP") is to result in a Concession Agreement for the Park Store at LCRA. The evaluation of the responses and award of any resulting Agreement will be in conformance with the rules of this section and applicable State law and Casitas policies. A Proposer's submitted proposal is an irrevocable offer valid for ninety (90) days following the closing date for receipt of proposals. In addition to an explanation of Casitas' mandatory requirements, this RFP includes instructions prescribing the format and content of the proposal to be submitted.

(a) Examination of the Request for Proposal: Proposers should carefully examine the entire RFP and exhibits thereto and should become fully aware of the nature of the services to be provided.

(b) Questions Regarding the RFP: If further information is needed, please contact: Joe Martinez, Park Services Manager at (805) 649-2233 x 111.

(c) Proposers are strongly recommended to monitor the LCRA website at www.casitaswater.org where the RFP and any necessary addenda will be posted. Verbal communications from Casitas staff concerning the RFP are not binding on Casitas and shall in no way excuse the successful Proposer of obligations as set forth in the RFP and any addenda thereto.

4. Steps of Proposal Development and Review

(a) Preparation: The proposal must be complete in all respects as required in these specifications described in detail in Section 7 entitled "Proposal Contents". A proposal is to be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions responsiveness to the RFP requirements and on the completeness and clarity of content,

(b) Proposer's Cost: The cost of developing a proposal is the responsibility of the Proposer and is not chargeable to Casitas.

(c) Signatures: Proposals shall be on Proposer's letterhead (if applicable) and signed by an individual(s) who is/are authorized to bind the Proposer contractually. The Proposer must not include any limiting statements in its proposal that would preclude the proposal from being held as an irrevocable offer for at least ninety (90) days after the date the proposals are to be received. An unsigned proposal will be rejected.

(d) Terms: Proposals shall not include terms which conflict with the terms of this RFP.

(e) Delivery of Proposal: Proposals are being received by email only to: rfaddis@casitaswater.com no later than December 20, 2021 @ 3PM (Pacific Standard Time). Proposals received after that time will not be considered.

(f) Mandatory Requirements: These instructions prescribe the proposal format and the approach for the development and presentation of proposal data. The format of the instructions must be adhered to. All requirements and questions in the RFP must be responded to and all requested data must be supplied.

(g) Proposal Format: Respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements.

5. Qualifying Proposals Must Address All Items

(a) Submittal and Selection Process: Casitas reserves the right to award the contract to the Proposer whose proposal is in the best interest of Casitas, as determined by Casitas. The basis of the award shall be, but is not limited to, the criteria below.

(b) Qualifications of Proposer: Business history and experience, type of legal entity with whom Casitas would contract, etc.

- (c) Project Management: Qualifications of project manager.
- (d) Results of Credit: Credit, business, and personal reference checks.
- (e) Business Plans: Proposer's plans for operations to enhance current and future business activity and opportunities for optimum customer service.
- (f) Any other criteria Casitas determines necessary for a fair and complete proposal.

Note: The above criteria are not listed in order of importance. Weighted values will be assigned to the criteria during the evaluation process. Once an award recommendation is decided upon by Casitas, the proposals will be available for public inspection (See Section 6).

(g) Conformance to Specifications: Each proposal will be checked for the required material and information in conformance with the requirements of this RFP. These requirements are obligatory and failure to respond fully may deem the proposal non-responsive.

6. Proposal Terms

- (a) Right to Reject Proposals and Waive Defects: Casitas reserves the right to reject all proposals or waive any technical defect or discrepancy in a proposal.
- (b) Proposal Acceptance Periods: All proposals shall remain firm for ninety (90) days following the closing date of receipt of proposals.
- (c) Ownership of Proposal Documents: Proposer understands that all information, documents, records, and materials submitted to Casitas in response to this RFP, and subsequent documents deemed necessary by Casitas, will become and remain irrevocably the exclusive property of Casitas. All information, documents, and material, with the exception of certain items that are excludable by law, will become public information and made available upon request for review to the other Proposers and the public after a selection has been made and recommended to the Casitas Municipal Water District Board of Directors.
- (d) Proprietary Information: Proposer should clearly designate any and all proprietary information contained in its proposal. Financial statements and tax returns will be held as confidential information.
- (e) Rejection of Proposals: To better ensure open competition, proposals may be rejected if, in Casitas' determination, they show any irregularities, conditions, non-conformities, or obviously unbalanced proposals. Proposals shall be in accordance with the laws of the State of California.

7. Proposal Contents

All proposals should include, at a minimum, the information described in the following section. The inclusion of any additional information that will assist in the evaluation is encouraged.

- (a) Proposer's Business Concept and Plan:
 - (1) Submit a description of any planned capital improvements to the facility as referenced in Section 9 "Proposal Evaluation".
 - (2) Include a tentative plan for merchandising and promotions, including a listing of key supply elements within the Park Store and adjacent area. Additionally, provide a cost estimate for any proposed improvements (shelving, benches, etc) and timeline for completion of preparing the facility for commencement of operation. The cost estimate shall include local, State and Federal regulatory and permitting costs if applicable.

- (3) List proposed days and hours of operation if they vary from Section 2(d).
- (4) Submit a projection of revenues and expenses for a five-year period. Identify funding/financing for capital improvement costs.
- (5) Submit a marketing and advertising plan for the business.
- (6) Confirm that all insurance requirements will be met.
- (7) State your proposed minimum monthly payment and percentage payment to be paid to the Casitas and your desired lease term.
- (8) Provide contact information including name, address, and phone number
- (9) Indicate business entity, e.g. corporation, sole proprietor, partnership, etc.
- (10) List corporate officers if applicable.
- (11) Indicate the length of time and locations at which Proposer has operated a similar business(s).
- (12) Provide a minimum of three (3) business and three (3) personal references.
- (13) Submit a financial statement indicating total net worth. The statement should correspond to the most recent full calendar or fiscal year. An audited financial statement is preferred.
- (14) Provide a minimum of three credit references.
- (15) Indicate if the Proposer is involved in any litigation or other disputes that could affect its ability to execute a Concession Agreement and/or undertake the operation of the concession.
- (16) Indicate if the Proposer has ever filed for bankruptcy or had projects that have been foreclosed on. If applicable, list the dates and circumstances.
- (17) Submit any other documents or reports that would assist in determining the financial condition of the Proposer.

8. Disclosures

(a) Casitas will provide the lease site "as is." Proposer will be responsible for all on-site utility charges including water, electricity, natural gas and refuse collection and any necessary operational permits. All remodeling/improvements will require the Proposer to obtain prior written approval from Casitas, all the necessary permits and approvals required by Casitas, the USBR and any other governing agencies. The Proposer will be required to comply with all local, State, and Federal laws and regulations regarding bidding, prevailing wages, labor, and other legal mandates and requirements for any improvements made to the Demised Premises.

(b) The Proposer will bear the costs of all mitigation, design, review, planning, permitting and any other approval process required by any local, State and Federal regulatory agencies in relation to facility improvements.

(c) Casitas will conduct a credit check and background check on the Proposer.

(d) There is no right of first refusal allowance.

(e) Visitation numbers from 2015 to 2020 are reflected on Table 1 attached hereto. Numbers reflect individual visits to Lake Casitas Recreation Area and are based on a consistent method to track visitation numbers using an accounting of gate entry numbers in the formula.

(f) Revenue received by Concessionaire: See attached Table 2.

9. Proposal Evaluation

(a) Evaluation process and Criteria for Evaluation: Specific criteria have been established to assist Casitas in the evaluation of the proposals. Casitas may use additional criteria that they deem to be significant in selecting the best proposal.

(b) Business Plan – 60 points.

(1) Proposed minimum and/or percentage monthly rent to be paid to Casitas.

(2) Days/hours of operation.

(3) Price structure for goods and services to be provided on site.

(4) Customer benefit.

(5) Marketing & advertising plan.

(6) Proposed maximum percent of retail floor space that will be dedicated to beer and wine retail products.

(c) Management - 20 points.

(1) Company history.

(2) Business experience.

(d) Financial Information -- 20 points.

(1) Financial statement/financial history.

(2) Five-year revenue & expense projections.

(e) Additional Information from Proposers: Casitas reserves the right to request information from Proposers beyond that specified in the RFP. Proposers may be requested to meet with Casitas staff during the evaluation process.

10. Qualification of Proposal

Casitas is not obligated to accept any proposal or to negotiate with any Proposer. Casitas reserves the right to reject any or all proposals without cause of liability.

11. Submission Requirement

One original and one copy of the proposal must be submitted by the time and date stated on page 1 of this RFP. Questions regarding the RFP should be directed to Joe Martinez, Park Services Manager at (805)-649-2233 x 111.

12. Public Information Notice

All information received from Proposers will be considered confidential during the review process. After Casitas completes its evaluation, a recommend selection or another action will be forwarded to the Board of Directors. At that point all information except that information defined below as excluded, will be treated as public information and made available upon request for review to other proposers and the public. Any Agreement entered into is subject to the prior approval of the USBR.

All excluded information which contains financial assets, net worth, and other such information of a non-public nature, including real estate appraisals and rating sheets and other notes resulting from the evaluation process, will be treated as confidential information by Casitas and will not be made available for public review or to other proposing parties.

Attachments

Table 1
Table 2

Exhibits

A - 1 Aerial of LRCA
A - 2 Park Store Demised Premises Site Map
B - Lake Casitas Recreation Area Campgrounds Brochure Location – under separate cover

Table 1

Visitation Numbers

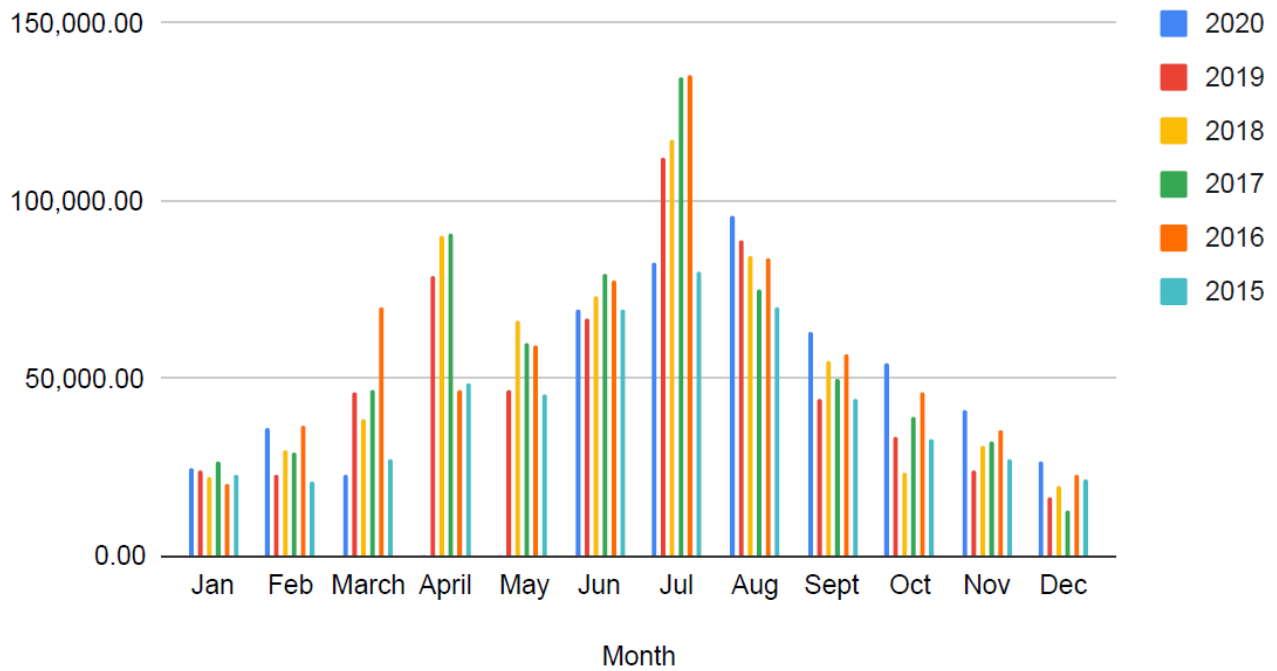
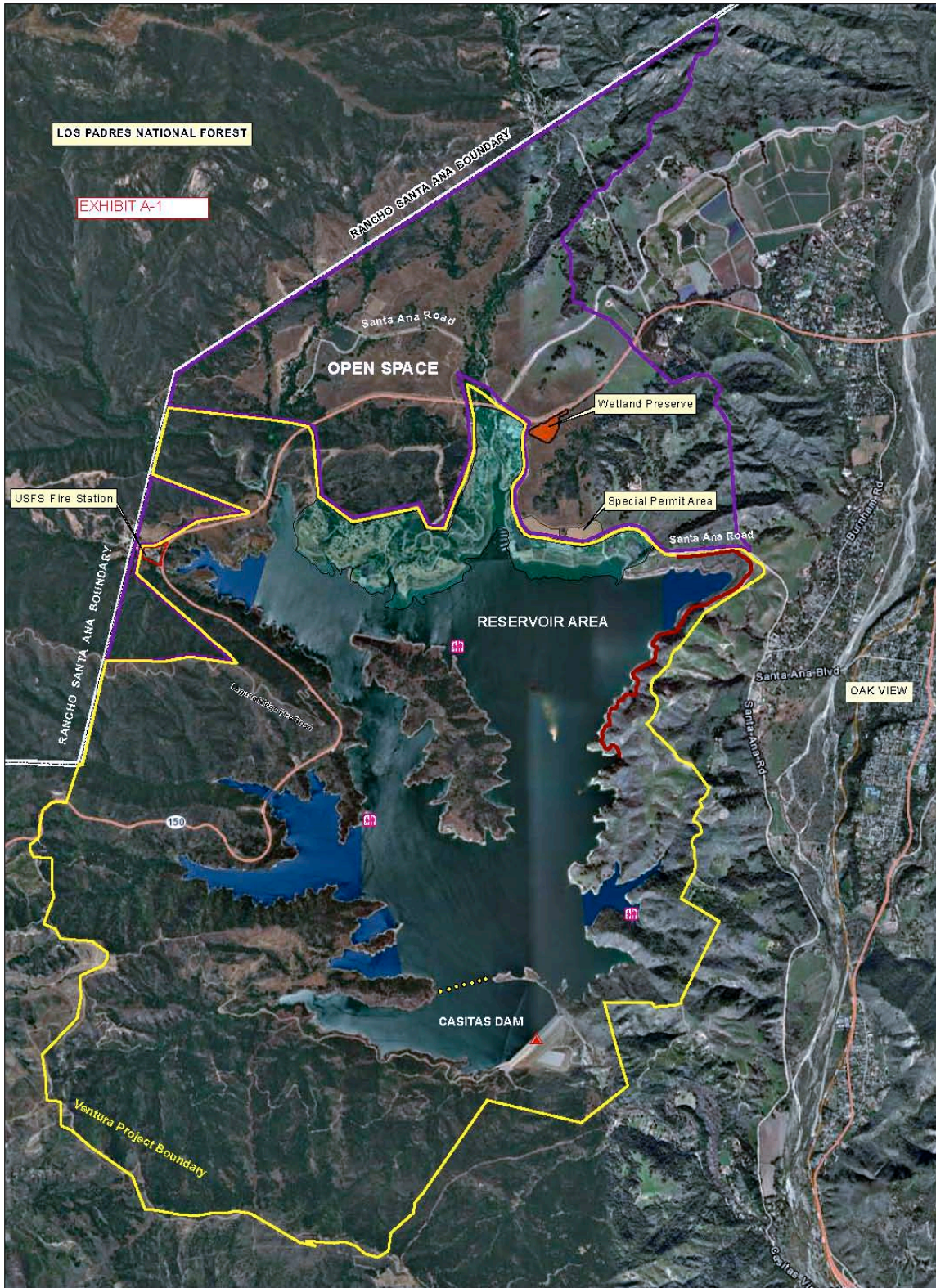


Table 2

*2020 COVID-19 Pandemic

	Fiscal Year ending June 2015	Fiscal Year ending June 2016	Fiscal Year ending June 2017	Fiscal Year ending June 2018	Fiscal Year ending June 2019	Fiscal Year ending June *2020
Park Store Rent Terms:	10% gross sales (excluding alcohol). May 2012 thru April 2015	11% gross sales (excluding alcohol). May 2015 thru April 2019	11% gross sales (excluding alcohol). May 2015 thru April 2019	11% gross sales (excluding alcohol). May 2015 thru April 2019	12% gross sales (excluding alcohol). May 2019 thru April 2022	12% gross sales (excluding alcohol). May 2019 thru April 2022
Amount Paid to Casitas	\$47,524	\$50,730	\$49,687	\$50,101	\$39,860	*\$68,939



- Legend**
- Restrooms
 - Casitas Recreation Area
 - Casitas Reservoir Lands - Ventura River Project
 - Open Space "Title IV Lands"
 - Casitas Dam
 - Bike Trail
 - Posted Closed Shoreline
 - Buoys
 - Special Permit Area



RECLAMATION
Managing Water in the West





CASITAS MUNICIPAL WATER DISTRICT



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

Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-223

TABLE OF CONTENTS

Description	Page #
1. Incorporation by Reference	2
2. Definitions	2
3. Interpretations	2
4. Grant of Concession	2
5. Demised Premises	2
6. Inundation or Drought	3
7. Term of Agreement	3
8. Payments	4
9. Accounting	5
10. Operations	6
11. Maintenance	11
12. Fees & Taxes	13
13. Rights of Casitas and USBR	13
14. Indemnification	13
15. Insurance	14
16. Restoration Following Damage or Destruction of Demised Premises	16
17. Non Assignment	18
18. Third Party Contracts and Permits	18
19. Improvements, Equipment and Inventory	18
20. Construction	18
21. Option to Purchase	20
22. Review of Administration, Operation, Maintenance & Development	20
23. Examination of Records	21
24. Notice to Cure/Dispute Resolution	21
25. Termination	21
26. Cancellation upon Default	22
27. Right of Entry	23
28. Independent Contractor	24
29. Severability	24
30. Notice	24
31. Board Review	24
32. Merger and Modification	24
33. Attorney's Fees	24
34. Assignment	25
35. Successors in Interest	25
36. Designated Representatives/Notices	25
37. Agreement Drafting Considerations	25

Appendix 1 - Definitions	26
Appendix 2 - List of Acronyms	29
Exhibit A - Park Store Concession – Demised Premises	30
Exhibit A - 1 - Aerial of LCRA	31
Exhibit A - 2 - Aerial of Boundaries of Demised Premises	32
Exhibit A - 3 - List of Items in the Park Store Owned by Casitas	33
Exhibit A - 4 - List of Items in Park Store Not Owned by Casitas	34
Exhibit A - 5 - Improvements to and Maintenance of the Park Store	35
Exhibit B - Environmental Requirements	36
Exhibit C - Americans with Disabilities Requirements	38
Exhibit D - 1 - Equal Opportunity Requirements	39
Exhibit D - 2 - Certification of Nonsegregated Facilities	40
Exhibit E - Title VI, Civil Rights Act of 1964	41
Exhibit F - Dispute Resolution, Mediation and Arbitration	42
Exhibit G – Establishing a Minimum Wage for Contractors	48

Final Draft 11/5/21

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

THIS AGREEMENT, made this _____ day of _____, 2021, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **LAKE CASITAS PARK STORE** (hereinafter referred to as "Concessionaire").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of park store concession services; and

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

1. **INCORPORATION BY REFERENCE**

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

2. **DEFINITIONS**

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

3. **INTERPRETATIONS**

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

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

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

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

(e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

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

5. **DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property described in Exhibit A attached hereto.

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

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

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

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

(1) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.

(2) Concessionaire's Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by the Concessionaire, then the Concessionaire shall bear the full cost and expense of moving said structures, buildings, improvements, or fixtures from the original Demised Premises to the New Demised Premises. Should Concessionaire fail to remove said structures, buildings, improvements, or fixtures from the original Demised Premises pursuant to the ninety (90) day notice, then the same may be sold, removed, or demolished by Casitas, and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith in excess of any consideration received by Casitas as a result of said sale, removal, or demolition.

(e) Ownership at Commencement of Term. Concessionaire agrees that all fixtures, equipment, and personal property located on the Demised Premises at the commencement of the term belong to Casitas, except those listed in Exhibit A-4 attached hereto.

6. **INUNDATION OR DROUGHT**

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

7. **TERM OF AGREEMENT**

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

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

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

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

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

(f) In the event the Management Agreement between Casitas and USBR expires or is terminated without a commitment by both Casitas and USBR to enter into another agreement, all the concessionaire's fixed assets and personal property are to be removed from the Demised Premise and promptly restored back to a condition agreeable to Casitas and USBR.

(g) No financial obligation or risk will reside with USBR for reimbursement for Concessionaire's fixed assets or personal property as a result of termination or expiration of the Management Agreement.

8. PAYMENTS

(a) For the use granted herein, Concessionaire agrees to pay Casitas Percentage Rent in an amount equal to the following percentage of Concessionaire's Gross Sales excluding Bait and Tackle items as set forth in (b) below, accruing from the date of this agreement.

May 1, 2022 – April 30, 2025, twelve percent (12%) of gross sales excluding alcohol sales

May 1, 2025 – April 30, 2028, thirteen percent (13%) of gross sales excluding alcohol sales

May 1, 2028 – April 30, 2032, fourteen percent (14%) of gross sales excluding alcohol sales.

(b) Percentage Rent in an amount equal to fourteen percent (14%) of Concessionaire's Gross Sales on the sale of Bait & Tackle items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances and as defined in Appendix 1.

(c) Percentage Rent excludes sales of beer and wine (requiring a license issued by the California Department of Alcoholic Beverage Control) made from or upon the Demised Premises during each calendar month during the term hereof.

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

(e) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 11311 Santa Ana Road, Ventura, California 93001, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term hereof and shall pay

Percentage Rent and any Miscellaneous Charges to Casitas on or before fifteen (15) days following the end of each calendar month during the term hereof, together with a written statement signed and verified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of any Percentage Rent due. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared in accordance with Internal Revenue Service standard income tax basis of accounting. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

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

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

(h) Concessionaire is not guaranteed a profit.

9. ACCOUNTING

Concessionaire hereby agrees at all times during the term to use a point of sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting practices (showing all of its sales separate from its other concessions and/or stores). The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.

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

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

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

(d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement

of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casitas all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 26 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

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

(f) Recreation Use Data Report (RUDR). Concessionaire will be required to report financial information and visitation (if applicable) to Casitas for the completion of the RUDR

10. OPERATIONS.

(a) General

(1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and, where permits and/or licenses are required for the Concession and/or any refurbishment or construction authorized herein.

(2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas or USBR, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.

(3) Concessionaire shall have non-exclusive rights to operate the Park Store and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a recreational campground setting. Casitas reserves the right to deny specific goods.

(4) Concessionaire shall maintain voice mail or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any non-emergency messages left by Casitas within a twenty-four (24)-hour time frame. Urgent or emergency issues will be responded to immediately by a person named on an up to date emergency contact list provided by Concessionaire. Emergency Contact:

(5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through G attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.

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

(7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.

(b) Concessionaire Staff

(1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may have direct access to on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

(2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Access to the LCRA shall be at the sole discretion of Casitas for such employees, service and delivery companies and contractors. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.

(3) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

(4) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises or in violation of LCRA Ordinances. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

(1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.

(2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

(1) Concessionaire is authorized non-exclusive rights to sell to the general public supplies such as canned and packaged food supplies, soft drinks, beer, wine, propane, ice, firewood, sporting goods and camping supplies, approved fishing tackle and bait in compliance with Casitas' Ordinances, personal products, souvenirs and clothing. The Park Store Concession shall be specifically excluded from selling fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.

(2) The stock in the Park Store shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.

(3) Concessionaire may obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control. Concessionaire shall be fully responsible for the sale of beer and wine beverages and tobacco in accordance with State and Federal law, including, but not limited to, licensing, sales restrictions and pricing. If at any time, in the sole opinion of the Casitas Board of Directors, the sale by Concessionaire of beer, wine and/or tobacco materially affects, causes or adds to the problems of keeping the LRCA free of litter and of maintaining order among the general public using the LCRA, the right granted herein may be terminated at any time upon thirty (30) days written notice from Casitas to Concessionaire.

(4) The amount of retail floor space used for alcoholic merchandise, display, promotion and products will not exceed ten percent (10%) of the total floor space inside the Park Store at any given time.

(5) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations, as well as any applicable food handling and sanitization regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager. Copies of inspection reports will be retained by the Casitas and provided to USBR upon request. Any identified violations shall be addressed by Concessionaire and reported by Casitas to USBR.

(e) Hours of Operation

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

(f) Security

(1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.

(2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds,

the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

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

(h) Advertising and Promotion

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

(1) Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc.) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casitas Recreation Area logo or name.

(2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.

(3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(l) Interruptions of Business

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

(j) Utilities

Concessionaire shall contract directly to provide and pay for any necessary utilities serving the Demised Premises, including the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas and USBR for

compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(k) Sanitation

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

(1) Trash. Concessionaire shall support USBR and Casitas efforts to protect the resources of Lake Casitas. Concessionaire shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Trash cans shall be conveniently located for use by customers. Concessionaire shall promote recycling and make it convenient for public use.

(2) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. Major sanitation facilities and large trash receptacles shall be screened from public view by foliage or constructed screening and placed as far from heavy public use areas as is reasonably possible. Concessionaire shall engage and pay for the services of an independent contractor for the removal of the trash and garbage that is generated by its facilities. Casitas shall empty trash containers located in the outdoor areas adjacent to the Demised Premises. Concessionaire shall empty containers located adjacent to the Demised Premises.

(3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Park Store Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.

(4) Sewage Disposal. Casitas presently collects and removes sewage that is discharged by the Concession into Casitas' holding tanks. The Concessionaire shall be responsible for clearing any obstruction in the sewer lateral which serves its structures, the maintenance of grease traps and the cleanup of any and all sewage spills that may occur in his/her respective areas of responsibility.

(m) Incident Reporting

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

(n) Hazardous Materials

(1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(o) Pest and Weed Control

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

(p) Protection of Natural and Cultural Resources

(1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.

(2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

11. MAINTENANCE

(a) Casitas' Duties. Casitas shall repair and maintain the areas surrounding the Demised Premises at Casitas' sole discretion. Casitas shall maintain the structural parts of the building owned by Casitas that is located within the Demised Premises. The structural parts include the foundation (excluding flooring), exterior walls (excluding glass windows and doors), the structural and waterproofing membrane portions of the roof (excluding skylights), and public areas adjacent to the Demised Premises. There shall be no abatement of rent, and no liability of Casitas, by reason of any injury to or interference with Concessionaire's business arising from the making of any repairs, alterations, or improvements to any portion of the Demised Premises. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statute or ordinance now or hereafter in effect.

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

(1) General. Concessionaire shall at its sole cost (i) maintain, repair and replace, all in first class condition, all portions of the Demised Premises (except those portions to be maintained by Casitas as expressly set forth above), (ii) arrange for removal of trash from the Demised Premises, (iii) furnish reasonable janitorial services within the Demised Premises, (iv) maintain and repair any plate-glass windows appurtenant to the Demised Premises and all interior and exterior doors, including roll-up doors, (v) maintain, repair, replace the heating, air-conditioning, and ventilation system ("HVAC") exclusively serving the Demised Premises including establishment of a maintenance contract for the periodic inspection, maintenance, and replacement, as necessary, of the HVAC system, (vi) maintain a pest and termite control service agreement with respect to the Demised Premises, (vii) maintain and repair all telephone lines, electrical fixtures, wiring, panels, transformers, conduits, lighting fixtures, lamps, and tubes that are exclusively serving the Demised Premises, and (viii) maintain, repair, and/or replace any water heating systems, sewer lines, and plumbing lines and

fixtures that are exclusively serving the Demised Premises. All repairs must comply with applicable Federal, state, and local laws and regulations, including but not limited to environmental, historic preservation, and accessibility laws, regulations, and building code requirements.

(2) Annual Maintenance Plan. Concessionaire will prepare and submit an annual maintenance plan on January 1 of each year for approval by Casitas.

(3) Graffiti Eradication and Control of Graffiti from the Outside Surfaces of said Demised Premises. Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed. In addition, within twenty-four (24) hours of notification from Casitas, Concessionaire shall remove graffiti from said Concession premises. Concessionaire shall use materials as provided by Concessionaire; however, Concessionaire is not required to sandblast walls or walkways.

(4) Emergency Repair. Emergency repairs to Concession equipment and premises shall be made immediately so as to avoid any hazard to public health and safety.

(5) Damage from Criminal Conduct. Concessionaire shall be responsible for the repair or replacement of any property located on the Demised Premises damaged by criminal conduct.

(6) Equipment Repair or Replacement. Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense including the items listed on Exhibit A-5 attached hereto. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.

(7) Concessionaire's Damage Liability. The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.

(8) Default of Maintenance Obligations. In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. FEES AND TAXES

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

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

13. RIGHTS OF CASITAS AND USBR

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

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

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

14. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

15. **INSURANCE**

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

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

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

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

(d) During the course of this Agreement Concessionaire shall, if alcoholic beverages are sold, maintain Liquor Liability Insurance coverage at least as broad as the Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the

general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

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

(1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.

(2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.

(4) The Concessionaire's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.

(6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.

(7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

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

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

(h) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Concessionaire certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Concessionaire shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Concessionaire shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers'

Compensation & Employer's Liability Insurance does not apply to Concessionaire, Concessionaire shall execute a California Workers' Compensation Law Certificate of Exemption.

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

16. RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES

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

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

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

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

(d) Payments and Retention. During the progress of restoration at the end of each month or from time to time as may be agreed upon, and upon the written request of Concessionaire, the Insurance Trustee shall pay to Concessionaire or to the contractors and material suppliers of Concessionaire for the account of Concessionaire, out of such proceeds held in trust; the amount agreed by Concessionaire and Casitas to be owing to Concessionaire less a ten percent (10%) retention. The retention shall be released thirty-five (35) days after a Notice of Completion is filed and all outstanding punch list items are complete.

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

(1) That the sum then requested either has been paid by Concessionaire or is justly due to contractors, subcontractors, material men, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified; the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Concessionaire; and that the sum then requested does not exceed the value of the services and materials described in the certificate.

(2) That, except for the sum then requested in such certificate stated to be due for services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due to labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, or material men's statutory or similar lien upon such restoration or upon the premises or the buildings and improvements on, under, or above the premises or any part thereof or Concessionaire's leasehold interest therein.

(3) That the cost, as estimated by the persons signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money, plus any amount deposited by Concessionaire to defray such cost.

(4) That all of the work of restoration so far completed is proper and of the quality and class at least equal to the original work and in accordance with the plans and specifications.

(5) At the completion of the restoration and following disbursement of the final advance to Concessionaire required to complete the payment of restoration costs, any such insurance proceeds remaining shall be paid by the Insurance Trustee to Concessionaire. In no event, however, shall the Insurance Trustee be liable for any amount in excess of the amounts so received and held in trust, and in the event that the cost of restoration exceeds the proceeds of insurance so held, Concessionaire shall pay such additional cost.

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

(g) Abatement. If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to Casitas by Concessionaire may be abated and/or other relief afforded to the extent that the Casitas General Manager may determine the damage and/or restoration interferes with Concessionaire's operations; provided a claim therefore is filed with the Casitas General Manager within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied, if the destruction of the Demised Premises is found by the Casitas General Manager to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to its operations, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

(h) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or

negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.

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

17. **NON-ASSIGNMENT**

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

18. **THIRD PARTY CONTRACTS AND PERMITS**

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

19. **IMPROVEMENTS, EQUIPMENT AND INVENTORY**

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

(b) Casitas current and accurate Property Record Inventory of all Fixed Assets and Equipment installed or constructed within the Demised Premises at the time of execution of this Agreement, is attached hereto as Exhibit A-3.

20. **CONSTRUCTION**

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

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

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

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

(d) Practices and Procedures. In making any alterations, additions, or improvements to the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Applicable building permits are to be obtained from local authorities by the concessionaire before construction activities begin. Concessionaire agrees that Casitas shall have the right to access the premises during the construction work for the purposes of Casitas' own inspection of the construction work (This inspection is not a substitute or relieves the Concessionaire's inspection or control of the construction work from Federal, State and Local building and safety codes). The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the construction work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA. All facilities will be harmonious in form, line, color, and texture with the surrounding landscape.

(e) Insurance and Bonds.

(1) Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof or evidence that his existing coverage will cover the construction.

(2) Concessionaire shall be responsible for providing bonds for the construction as follows:

a. Payment Bond. Concessionaire shall file with Casitas a surety bond to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the construction contract, conditional as provided by Section 3247 of the Civil Code.

b. Performance Bond. Concessionaire shall also file with Casitas a surety bond, to be approved by Casitas in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the construction contract.

c. Maintenance and Guarantee. Concessionaire hereby guarantees that the entire work constructed by him under contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him/her. Concessionaire hereby agrees to make, at his/her own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him/her that becomes evident within one (1) year after completion, and to restore to full compliance with the requirements of the contract, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the contract. Concessionaire shall make all repairs and replacement promptly upon receipt of written orders from Casitas to do so. If the Concessionaire fails to make the repairs and replacements promptly, Casitas may do the work and the Concessionaire and his/her Surety shall be liable to Casitas for the cost thereof.

d. Each of said bonds shall be executed by the Concessionaire and a corporate surety licensed in the State of California. If the amount payable under terms of the contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

(f) Surrender on Termination. In the event that Casitas consents to Concessionaire making any alterations, additions, or improvements that are attached to the real property constituting the Demised Premises, the same will become a part of the real property and be surrendered to

Casitas upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise) and without compensation being paid to Concessionaire.

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

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

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

21. **OPTION TO PURCHASE**

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

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

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

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

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

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

(e) In the event the Concessionaire disagrees with Casitas or USBR direction regarding any corrective action, Concessionaire and Casitas shall attempt to reach mutual agreement on such action within the ninety (90) day period, or such longer period as may be mutually agreed to by both parties hereto, as necessary to address any notice of non-compliance. If, after ninety (90) days, or longer agreed period, there is no mutual agreement on the proposed action, Casitas or USBR proposed action shall take precedence. If this occurs all parties have the right to terminate this Agreement after notice in writing as set forth in Item 24 below.

23. EXAMINATION OF RECORDS

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

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

24. NOTICE TO CURE/DISPUTE RESOLUTION

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

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

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

25. TERMINATION

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

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

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

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

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

26. CANCELLATION UPON DEFAULT

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

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

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

(d) Events of default shall be:

(1) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.

(2) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

(3) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.

(4) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.

(5) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.

(6) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

(7) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the

reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(8) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.

(9) The execution by Concessionaire of an assignment for the benefit of creditors.

(10) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.

(11) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.

(12) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.

(13) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

27. RIGHT OF ENTRY

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

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

28. INDEPENDENT CONTRACTOR

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

29. **SEVERABILITY**

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

30. **NOTICE**

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

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

Concessionaire: _____ Ventura, CA 93001

31. **BOARD REVIEW**

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

32. **MERGER AND MODIFICATION**

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

33. **ATTORNEYS FEES**

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

34. **ASSIGNMENT**

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

35. **SUCCESSORS IN INTEREST**

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

36. **DESIGNATED REPRESENTATIVES/NOTICES**

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

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

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

Concessionaire – _____, Ventura, California 93001

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

37. AGREEMENT DRAFTING CONSIDERATIONS

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

Final Draft 11/5/21

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

CASITAS MUNICIPAL WATER DISTRICT

By: _____
_____, President of the Board of Directors

**CONCESSIONAIRE
LAKE CASITAS PARK STORE,**

By: _____

Attest:

By: _____
_____, Secretary of the Board of Directors

Appendix 1: Definitions

- (a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Park Store; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.
- (b) "Bait and Tackle" Bait and Tackle: means all the equipment, such as rods, lines, bait, etc., used in angling. Bait and tackle as referenced in this document is equipment items that are appropriate for fish species found in Lake Casitas and consistent with Casitas Ordinances.
- (c) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.
- (d) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.
- (e) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (f) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.
- (g) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.
- (h) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance. This does not pertain to Trade Fixtures as identified in section 20, subsection (g) of Concessionaires' contract.
- (i) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, which are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g. wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).
- (j) "Concession Fee" means the fee established by a third party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.

- (k) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well-kept condition.
- (l) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).
- (m) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing
- (n) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.
- (o) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.
- (p) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.
- (q) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).
- (r) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (s) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred
- (t) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.
- (u) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.
- (v) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g. water, power, and sewer lines) and constructed site improvements (e.g. paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

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

Appendix 2: List of Acronyms

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

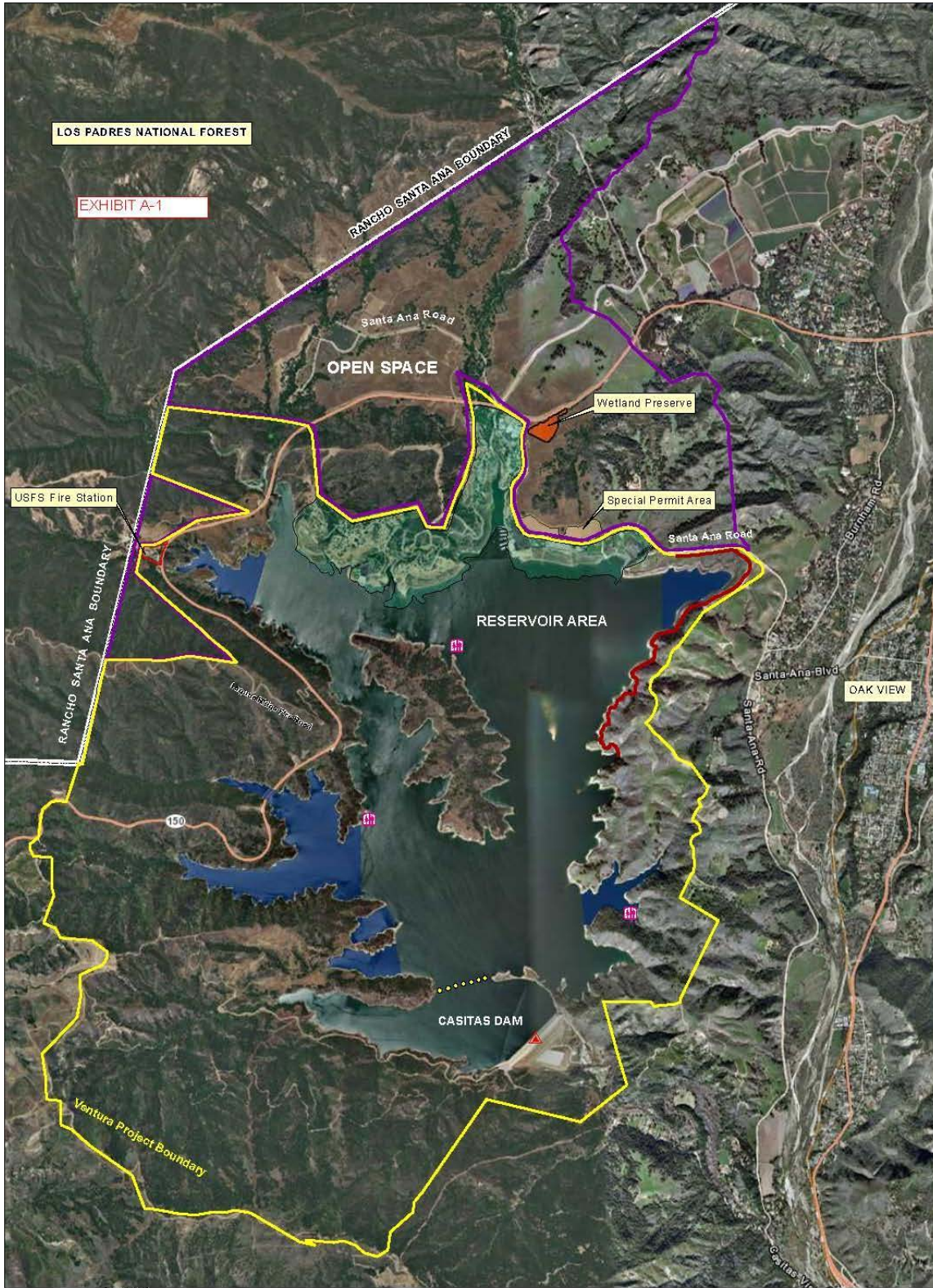
Final Draft 11/5/21

EXHIBIT A

PARK STORE CONCESSION - DEMISED PREMISES

The purpose of Exhibit A is to establish the physical boundaries of the concession operation as generally illustrated in Exhibit A-1 and A-2, attached hereto. Casitas owns and maintains the Park Store building, a wood frame building structure of floor dimensions approximating 46' by 49' (2,254 SF), concrete walkway and porch, asphalt parking lot, area for tank for propane sales, electrical wiring and lighting fixtures, water and sewer plumbing, and sewage holding tank, as shown in Casitas Drawing Numbers 1244 thru 1251, 1260, and 1582 thru 1587, which are on file with Casitas.

The Park Store Concession is authorized to conduct its business within the specified locations in the LCRA, Casitas and the USBR will continue have ownership/management over all assigned Demised Premises.



- Legend**
- Restrooms
 - Casitas Recreation Area
 - Casitas Reservoir Lands - Ventura River Project
 - Open Space "Title IV Lands"
 - Casitas Dam
 - Bike Trail
 - Posted Closed Shoreline
 - Buoys
 - Special Permit Area



RECLAMATION
Managing Water in the West





EXHIBIT A-3

LIST OF ITEMS IN PARK STORE OWNED BY CASITAS

SALES AREA

Three rows multi-level display shelves
One sales counter
One three door commercial stand-alone refrigerator
Two four door walk-in coolers with shelves
Miscellaneous wall mounted shelving and display racks
Two wall mounted air conditioning units on west wall near ceiling
Ceiling hung florescent lighting

STOREROOM AREA

Miscellaneous wall mounted shelving and display racks
One white chest freezer (home type)
Ceiling hung florescent lighting
One large, deep sink
One hot water heater
Bathroom with sink, commode and large mirror

MISCELLANEOUS

Miscellaneous outdoor lighting
No heat in building
Chain link fenced, enclosed storage area on outside, northwest corner of building
Barriers and electrical for propane dispensing system

EXHIBIT A-4

LIST OF ITEMS IN PARK STORE NOT OWNED BY CASITAS

MISCELLANEOUS

Window Air Conditioner unit in office.
Window Air Conditioner unit on East wall
Propane tank, skid and dispensing system
Ice Freezers (3)
Ice Cream freezers
Chip displays unit

Final Draft 11/5/21

EXHIBIT A-5

IMPROVEMENTS TO AND MAINTENANCE OF PARK STORE

The following was performed by Concessionaire at Concessionaire's sole cost and expense.

- (a) Remodeled inside of both walk-in coolers.
- (b) Replaced rear walk-in cooler motors (4 yrs.).
- (c) Improved counters, shelving, racks and displays.
- (d) Installed Security system.
- (e) Installed Dressing room.
- (f) Added Wall Air Conditioning Unit on east wall.
- (g) Firewood Storage Area

Final Draft 11/5/21

EXHIBIT B

ENVIRONMENTAL REQUIREMENTS

- (a) Concessionaire shall operate, maintain and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.
- (b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.
- (d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.
- (e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.
- (f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.
- (g) The Endangered Species Act of 1974 will be given full consideration in all activities.
- (h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:
- (1) Executive Order 11990, Protection of Wetlands.
 - (2) Executive Order 11988, Floodplain Management.
 - (3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).

- (4) Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).
- (5) Executive Orders 11664 and 11989 for Off-Road Use.
- (6) National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).
- (7) Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- (8) Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- (9) National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- (10) Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- (11) Archaeological and Historic Preservation Act (Public Law 93-291).
- (12) Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- (13) Executive Order 11593, Protection and Enhancement of the Cultural Environment
- (14) National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- (15) Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- (16) Executive Order 12088, Federal compliance with Pollution Control Standards.
- (17) The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).
- (18) Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.).
- (19) Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).
- (20) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.
- (21) 43 Code of Federal Regulation, Part 420 (off-road vehicle use on USBR lands).
- (22) 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- (23) Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).
- (24) Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

EXHIBIT C

AMERICANS WITH DISABILITIES REQUIREMENTS

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

Final Draft 11/5/21

EXHIBIT D-1

EQUAL OPPORTUNITY REQUIREMENTS

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

- (a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) Concessionaire will, in all solicitations or advertisements for employees placed by or in behalf of the Park Store Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.
- (c) Concessionaire will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Concessionaire will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) Concessionaire will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of Concessionaire's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by Casitas or the USBR and the Concessionaire may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D-2

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

EXHIBIT E

TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) Concessionaire agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Managing Partner receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Concessionaire by the United States, this assurance obligates Concessionaire; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates Concessionaire for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Concessionaire for the period during which the Federal financial assistance is extended to it by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to Concessionaire by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Concessionaire recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on Concessionaire, its successors, transferees, and assignees.

EXHIBIT F

DISPUTE RESOLUTION, MEDIATION AND ARBITRATION

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

Mediation

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

Arbitration

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

- (a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.
- (b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.
- (c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

EXHIBIT G

Executive Order 13658 of February 12, 2014, Establishing a Minimum Wage for Contractors

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and in order to promote economy and efficiency in procurement by contracting with sources who adequately compensate their workers, it is hereby ordered as follows:

Section 1. Policy. This order seeks to increase efficiency and cost savings in the work performed by parties who contract with the Federal Government by increasing to \$10.10 the hourly minimum wage paid by those contractors. Raising the pay of low-wage workers increases their morale and the productivity and quality of their work, lowers turnover and its accompanying costs, and reduces supervisory costs. These savings and quality improvements will lead to improved economy and efficiency in Government procurement.

Sec. 2. Establishing a minimum wage for Federal contractors and subcontractors. (a) Executive departments and agencies (agencies) shall, to the extent permitted by law, ensure that new contracts, contract-like instruments, and solicitations (collectively referred to as "contracts"), as described in section 7 of this order, include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c), in the performance of the contract or any subcontract thereunder, shall be at least:

(i) \$10.10 per hour beginning January 1, 2015; and (ii) beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor (Secretary). The amount shall be published by the Secretary at least 90 days before such new minimum wage is to take effect and shall be:

(A) not less than the amount in effect on the date of such determination;

(B) increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication, as determined by the Bureau of Labor Statistics; and

(C) rounded to the nearest multiple of \$0.05.

(b) In calculating the annual percentage increase in the Consumer Price Index for purposes of subsection

(a)(ii)(B) of this section, the Secretary shall compare such Consumer Price Index for the most recent month, quarter, or year available (as selected by the Secretary prior to the first year for which a minimum wage is in effect pursuant to subsection (a)(ii)(B)) with the Consumer Price Index for the same month in the preceding year, the same quarter in the preceding year, or the preceding year, respectively.

(c) Nothing in this order shall excuse noncompliance with any applicable Federal or State prevailing wage law, or any applicable law or municipal ordinance establishing a minimum wage higher than the minimum wage established under this order.

Sec. 3. Application to tipped workers. (a) For workers covered by section 2 of this order who are tipped employees pursuant to 29 U.S.C. 203(t), the hourly cash wage that must be paid by an employer to such workers shall be at least:

(i) \$4.90 an hour, beginning on January 1, 2015; (ii) for each succeeding 1-year period until the hourly cash wage under this section equals 70 percent of the wage in effect under section 2 of this order for such period, an hourly cash wage equal to the amount determined under this section for the preceding year, increased by the lesser of:

(A) \$0.95; or

(B) the amount necessary for the hourly cash wage under this section to equal 70 percent of the wage under section 2 of this order; and

(iii) for each subsequent year, 70 percent of the wage in effect under section 2 for such year rounded to the nearest multiple of \$0.05.

(b) Where workers do not receive a sufficient additional amount on account of tips, when combined with the hourly cash wage paid by the employer, such that their wages are equal to the minimum wage under section 2 of this order, the cash wage paid by the employer, as set forth in this section for those workers, shall be increased such that their wages equal the minimum wage under section 2 of this order. Consistent with applicable law, if the wage required to be paid under the Service Contract Act, 41 U.S.C. 6701 et seq., or any other applicable law or regulation is higher than the wage required by section 2, the employer shall pay additional cash wages sufficient to meet the highest wage required to be paid.

Sec. 4. Regulations and Implementation. (a) The Secretary shall issue regulations by October 1, 2014, to the extent permitted by law and consistent with the requirements of the Federal Property and Administrative Services Act, to implement the requirements of this order, including providing exclusions from the requirements set forth in this order where appropriate. To the extent permitted by law, within 60 days of the Secretary issuing such regulations, the Federal Acquisition Regulatory Council shall issue regulations in the Federal Acquisition Regulation to provide for inclusion of the contract clause in Federal procurement solicitations and contracts subject to this order.

(b) Within 60 days of the Secretary issuing regulations pursuant to subsection (a) of this section, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts as described in section 7(d)(i)(C) and (D) of this order, entered into after January 1, 2015, consistent with the effective date of such agency action, comply with the requirements set forth in sections 2 and 3 of this order.

(c) Any regulations issued pursuant to this section should, to the extent practicable and consistent with section 8 of this order, incorporate existing definitions, procedures, remedies, and enforcement processes under the Fair Labor Standards Act, 29 U.S.C. 201 et seq.; the Service Contract Act, 41 U.S.C. 6701 et seq.; and the Davis-Bacon Act, 40 U.S.C. 3141 et seq.

Sec. 5. Enforcement. (a) The Secretary shall have the authority for investigating potential violations of and obtaining compliance with this order.

(b) This order creates no rights under the Contract Disputes Act, and disputes regarding whether a contractor has paid the wages prescribed by this order, to the extent permitted by law, shall be disposed of only as provided by the Secretary in regulations issued pursuant to this order.

Sec. 6. Severability. If any provision of this order, or applying such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected thereby.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an agency or the head thereof; or Start Printed Page 9853 (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(d) This order shall apply only to a new contract or contract-like instrument, as defined by the Secretary in the regulations issued pursuant to section 4(a) of this order, if:

(i) (A) it is a procurement contract for services or construction;

(B) it is a contract or contract-like instrument for services covered by the Service Contract Act;

(C) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 C.F.R. 4.133(b); or

(D) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public; and

(ii) the wages of workers under such contract or contract-like instrument are governed by the Fair Labor Standards Act, the Service Contract Act, or the Davis-Bacon Act.

(e) For contracts or contract-like instruments covered by the Service Contract Act or the Davis-Bacon Act, this order shall apply only to contracts or contract-like instruments at the thresholds specified in those statutes. For procurement contracts where workers' wages are governed by the Fair Labor Standards Act, this order shall apply only to contracts or contract-like instruments that exceed the micro-purchase threshold, as defined in 41 U.S.C. 1902(a), unless expressly made subject to this order pursuant to regulations or actions taken under section 4 of this order.

(f) This order shall not apply to grants; contracts and agreements with and grants to Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended; or any contracts or contract-like instruments expressly excluded by the regulations issued pursuant to section 4(a) of this order.

(g) Independent agencies are strongly encouraged to comply with the requirements of this order.

Sec. 8. Effective Date. (a) This order is effective immediately and shall apply to covered contracts where the solicitation for such contract has been issued on or after:

(i) January 1, 2015, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 4(a) of this order; or (ii) for contracts where an agency action is taken pursuant to section 4(b) of this order, January 1, 2015, consistent with the effective date for such action.

(b) This order shall not apply to contracts or contract-like instruments entered into pursuant to solicitations issued on or before the effective date for the relevant action taken pursuant to section 4 of this order.

Start Printed Page 9854

(c) For all new contracts and contract-like instruments negotiated between the date of this order and the effective dates set forth in this section, agencies are strongly encouraged to take all steps that are reasonable and legally permissible to ensure that individuals working pursuant to those contracts and contract-like instruments are paid an hourly wage of at least \$10.10 (as set forth under sections 2 and 3 of this order) as of the effective dates set forth in this section.

Final Draft 11/5/21

LAKE IMPROVEMENT FOUNDATION

DATE	FROM	DEPOSIT	PYMTS	BALANCE
10/1/1997	Tanaka Bait & Tackle	500.00		\$500.00
10/1/1998	Oak View Civic Council	50.00		\$550.00
10/1/1998	Tanaka Bait & Tackle	1,250.00		\$1,800.00
9/1/1999	Tanaka Bait & Tackle	1,700.00		\$3,500.00
9/1/1999	Rotary Club of Ojai West	500.00		\$4,000.00
12/1/1999	Suzi Lydick	250.00		\$4,250.00
1/1/2000	Bill Hicks	300.00		\$4,550.00
5/1/2000	Pat Weinberger		487.99	\$4,062.01
6/1/2000	Cash Contributions	34.00		\$4,096.01
6/1/2000	James Word	15.00		\$4,111.01
6/1/2000	Ronald Paul	45.00		\$4,156.01
6/1/2000	Doris Harbison	15.00		\$4,171.01
?????	Unknown Entry	212.54		\$4,383.55
8/14/2002	Secretary of State		20.00	\$4,363.55
4/21/2003	American Bass Association	1,155.00		\$5,518.55
6/26/2003	American Bass Association	1,025.00		\$6,543.55
6/30/2004	Interest Transfer for Year	127.08		\$6,670.63
6/30/2004	Memorial for Jim Loeble		177.04	\$6,493.59
12/23/2003	Elaine Paul	100.00		\$6,593.59
7/1/2003	Affinity Group	250.00		\$6,843.59
6/30/2005	Santa Barbara Monumental Co.		283.08	\$6,560.51
9/23/2005	Interest Transfer for Year	159.68		\$6,720.19
8/18/2005	Secretary of State		20.00	\$6,700.19
1/25/2006	The Tax Specialists		500.00	\$6,200.19
6/30/2006	Interest Transfer for Year	233.55		\$6,433.74
2/6/2007	Norm Smith / Family Fishing		500.00	\$5,933.74
9/12/2007	State of California		20.00	\$5,913.74
12/26/2007	Roger Snowbarger	100.00		\$6,013.74
3/14/2008	Kenneth Wayne McFeeters	50.00		\$6,063.74
3/14/2008	Wells Hall	100.00		\$6,163.74
3/14/2008	David C. Regan	100.00		\$6,263.74
3/19/2008	Ojai Electric	100.00		\$6,363.74
3/19/2008	Ventura Wholesale Electric Inc.	15.00		\$6,378.74
3/24/2008	Coordinated Wire Rope	200.00		\$6,578.74
7/18/2008	Night Fishing Tournament	1,170.00		\$7,748.74
8/22/2008	Contest for Fair Booth LCRA	300.00		\$8,048.74
9/9/2008	Night Fishing Tournament	1,305.00		\$9,353.74
9/9/2008	Night Fishing Tournament	1,350.00		\$10,703.74
9/10/2008	Moonlight Fishing	990.00		\$11,693.74
10/9/2008	Visions in Time Foundation	500.00		\$12,193.74
10/21/2008	Night Fishing Tournament	1,215.00		\$13,408.74
10/21/2008	Night Fishing Tournament	900.00		\$14,308.74
10/30/2008	Reclass to Revenue Re: Rob, Pirates Festival		500.00	\$13,808.74
12/18/2008	Moonlight Fishing	510.00		\$14,318.74
2/1/2009	Okuma Fishing Tackle		858.00	\$13,460.74
2/1/2009	Okuma Fishing Tackle		683.18	\$12,777.56
2/1/2009	Okuma Fishing Tackle		333.19	\$12,444.37
2/1/2009	Okuma Fishing Tackle		482.63	\$11,961.74
2/1/2009	Okuma Fishing Tackle		107.25	\$11,854.49
4/1/2009	Casitas Park Store		1,250.00	\$10,604.49
4/1/2009	Casitas Park Store		1,250.00	\$9,354.49
5/8/2009	State of California		20.00	\$9,334.49

6/17/2009	Night Fishing Tournament	1,440.00		\$10,774.49
6/17/2009	Night Fishing Tournament	1,035.00		\$11,809.49
7/28/2009	Donation	510.00		\$12,319.49
8/18/2009	Donation Shelly M. Reyes	990.00		\$13,309.49
8/27/2009	Donation West Coast Christian Anglers	420.00		\$13,729.49
9/22/2009	Donation Shelly M. Reyes	855.00		\$14,584.49
9/22/2009	Donation Shelly M. Reyes	810.00		\$15,394.49
9/29/2009	Donation West Coast Christian Anglers	570.00		\$15,964.49
2/22/2010	Donation Kiwanis Club	500.00		\$16,464.49
2/22/2010	Donation Firemans Assoc. Charity Fund	606.00		\$17,070.49
3/15/2010	Check 4569 Okuma Fishing Tackle		985.07	\$16,085.42
3/15/2010	Check 4717 Coordinated Wire Rope		374.19	\$15,711.23
3/19/2010	Check 4770 Sysco Food Services of LA		2,249.63	\$13,461.60
3/20/2010	Check 4648 Harbor Freight		21.60	\$13,440.00
3/25/2010	Check 4725 Erics Tackle		593.99	\$12,846.01
3/25/2010	Petty Cash Family Fishing Day		43.11	\$12,802.90
6/29/2010	Donation Shelly M. Reyes	900.00		\$13,702.90
3/9/2011	Importation Permit / Fish Planting		45.25	\$13,657.65
3/23/2011	Rainbow Trout / Kids Fishing Day		7,500.50	\$6,157.15
3/24/2011	Food for Kids Fishing Day / Water Spring Alpine		239.60	\$5,917.55
3/24/2011	Food for Kids Fishing Day / Hot Dog Buns		315.90	\$5,601.65
5/9/2011	State of California		20.00	\$5,581.65
5/10/2011	LCIF Night Fishing	400.00		\$5,981.65
6/15/2011	Jim Reyes	925.00		\$6,906.65
8/29/2011	Money Order	500.00		\$7,406.65
10/18/2011	Daniel & Megan Merchant	155.00		\$7,561.65
10/18/2011	Kevin Caruso	255.00		\$7,816.65
2/22/2012	Flora Gardens - Replace Lobal Oak Tree		80.43	\$7,736.22
2/24/2012	Harbor Freight - Ties for Kids Fishing Day		8.54	\$7,727.68
6/15/2012	Donation - Richard Tauber	494.00		\$8,221.68
8/6/2012	Donation - Richard Tauber	416.00		\$8,637.68
8/10/2012	Donation - Richard Tauber	338.00		\$8,975.68
8/10/2012	Donation - Richard Tauber	105.00		\$9,080.68
8/14/2012	Donation - Richard Tauber	494.00		\$9,574.68
9/4/2012	Donation - Richard Tauber	100.00		\$9,674.68
9/4/2012	Donation - Richard Tauber	338.00		\$10,012.68
9/4/2012	Donation - Richard Tauber	520.00		\$10,532.68
12/19/2012	Live Rainbow Trout		2,101.80	\$8,430.88
12/1/2012	Live Rainbow Trout		2,101.80	\$6,329.08
4/4/2013	State of California		20.00	\$6,309.08
5/2/2013	Donation - Richard Tauber	1,120.00		\$7,429.08
5/8/2013	Donation - Richard Tauber	1,120.00		\$8,549.08
6/27/2013	Donation - Richard Tauber	1,120.00		\$9,669.08
7/24/2013	Donation - Richard Tauber	1,120.00		\$10,789.08
9/9/2013	Donation - Richard Tauber	1,120.00		\$11,909.08
9/18/2013	Dockside Products - Rowing Dock for LCRA		4,000.00	\$7,909.08
2/25/2014	LCIF Exemption form 1023		400.00	\$7,509.08
10/4/2014	Donation - Richard Tauber	7,952.00		\$15,461.08
4/8/2015	State of California		20.00	\$15,441.08
9/25/2015	PSP Matting		3,406.03	\$12,035.05
4/28/2016	PSP Matting		1,786.29	\$10,248.76
4/25/2017	State of California		20.00	\$10,228.76
3/14/2019	LCIF Donation-LCRA unclaimed after 90 days	111.05		\$10,339.81
4/4/2019	Purchased Triploid Trout for Kids Fishing Day		10,128.00	\$211.81
9/18/2019	LCIF Donation-Found in Lobby	20.00		\$231.81

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA**

DATE: November 2, 2021

TO: Michael Flood, General Manager

FROM: Joe Martinez III, Park Services Manager

SUBJECT: Recreation Area Monthly Report for September 2021

Visitation Numbers

The following is a comparison of visitations* for Sept 2021

	Sept 2021	Sept 2020	Aug 2021
Visitor Days	58,996	63,384	67,168
Camps	5,039	4,836	5,026
Cars	14,749	15,846	16,792
Boats	152	415	207
Kayaks & Canoes	0	0	0

Visitor Day Totals for Fiscal Year through July 2021	
2020/2021	242,377
2021/2022	215,788
%Change	-10,970%

*The formulas for calculating the above attendance figures derived from the daily cash reports are as follows:

Visitor Days = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles X 4

Camps = Campsites occupied + extra vehicles

Cars = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles

Boats = Daily boats + overnight boats + annual decals + replacement decals

Kayaks & Canoes = Daily kayaks and canoes + overnight kayaks and canoes + annual kayaks and canoes

In September 2021, The Lake Casitas Recreation Area was opened at 100% for all camping. High touch areas such as restrooms, showers and Chemical toilets, continued to be cleaned daily. LCRA staff continue to follow District guidelines by wearing mask and maintaining distance when dealing with the public.

The American Bass Association (ABA), held a fishing tournament with a total of 11 teams. There were 425 vessels retagged for re-entry and 16 boat inspections with 10 vessels passing inspection for new vessel tags, 5 failures and 1 no show.

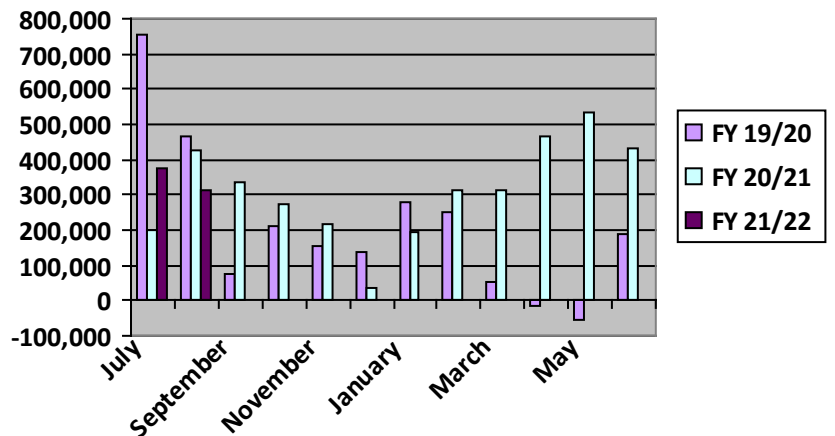
Maintenance continues working on the infrastructure as well as repairing water lines, irrigation lines, and refurbishing of restrooms. The entrance to the Event Area was completed with the addition of the street lights leading the way from inside the LCRA. The next phase will be the entrance from the outside. Upgrades to the Event Area will continue in phases.



The Casitas Water Adventure's WaterPlay Structure was removed on September 14th. The structure had exceeded the expected lifespan stipulated by the manufacturer. CWA staff is in the process of searching for an aquatic design with a more diverse aquatic experience.

Revenue Reporting

Fiscal year's total figures are reported when made available for the respective months (operations, concessions, Casitas Water Adventure, etc.) per the District's Financial Summary, generated by the Chief Financial Officer.



*LCRA was 100% closed April, and May of 2020 due to the Pandemic COVID-19