

Board Meeting Agenda

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

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT
April 27, 2016
3:00 P.M.

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

1. Public Comments (items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Board of Director Verbal Reports on Meetings Attended.
5. Consent Agenda
 - a. Recommend approval of a purchase order to Cal-Coast Machinery in the amount of \$2,974.23 for the purchase of a John Deere MX6 Lift-type rotary mower deck.
 - c. Recommend acceptance of the condition acceptance report on the Mira Monte Well conducted by Pueblo Water Resources and authorize expenditures of up to \$25,000 to complete the recommendations made in the report.
 - d. Resolution authorizing access to local, state and federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigations.
 - e. Recommend approval of the Purchase Order to Epic Motorsports in the amount of \$15,718.87 for the purchase of a Polaris for use at Treatment Plant and Dam area.

RECOMMENDED ACTION: Adopt Consent Agenda

6. Resolution honoring John Parlee upon his retirement.

RECOMMENDED ACTION: Adopt Resolution

7. Bills

8. Receive and file report entitled "A Current Assessment of Public Safety Services at Lake Casitas and Surrounding District Property" from Lawrence Beach Allen & Choi.

RECOMMENDED ACTION: Consider Options in this report and provide direction to District Staff accordingly.

9. Resolution Declaring Stage 3 Water Supply Conditions at Lake Casitas.

RECOMMENDED ACTION: Adopt Resolution

10. Information Items:

- a. Finance Committee Minutes.
- b. Letter from Bureau of Reclamation in support of Limited Peace Officer Status at Lake Casitas Recreation Area.
- c. Informational memo regarding voting format for the Upper Ventura River Groundwater Sustainability Agency.
- d. Investment Report.

11. Closed Session

- a. Conference with Legal Counsel -- Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9, Government Code. (number of potential cases: one)
- b. Public Employee Performance Evaluation (Govt. Code Sec. 54957)
Title: General Manager

12. Adjournment

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

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: MICHAEL MOLER, O&M MANAGER
SUBJECT: PURCHASE OF JOHN DEERE ROTARY CUTTER
DATE: APRIL 20, 2016

RECOMMENDATION:

It is recommended to approve the Purchase Order to Cal-Coast Machinery for the purchase of one John Deere MX6 Lift-type rotary mower deck in the amount of \$2,974.23 from account 11-5-55-5012-22, Service and Supplies. This is an unbudgeted purchase.

BACKGROUND:

There is currently one mower deck unit within the district that has been shared with all departments. Each year a four wheel drive tractor is rented to access areas that are too steep for District owned equipment. Using the rented tractor and District owned tractor simultaneously will provide adequate time for all mowing within the District to be completed within the required guidelines for fire prevention and weed abatement. Only having one unit does not provide enough time during the growing season to adequately control vegetation.

CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM

TO: STEVEN E. WICKSTRUM, GENERAL MANAGER

FROM: TODD EVANS, ASSISTANT ENGINEER

SUBJECT: MIRA MONTE WELL CONDITION REPORT
AUTHORIZE GENERAL MANAGER TO ACCEPT REPORT AND
AUTHORIZE UP TO \$25,000 TO IMPLEMENT RECOMMENDATIONS.

DATE: 04/22/2016

Recommendation:

It is recommended that the Board of Directors authorize the General Manager to:

- 1) Accept the condition assessment report on the Mira Monte Well conducted by Pueblo Water Resources dated February 17, 2016.
- 2) Authorize up to \$25,000 to complete the recommendations contained in the report including removing the debris from the bottom of the well, lightly brushing the well casing, adding a plastic shroud to the submerged pump, lowering the submerged pump in the well and documenting the well condition after cleaning with a new video survey.

Background and Discussion:

The Mira Monte Well is over 65 years old. The water is chronically high in nitrates and is blended to meet state water quality requirements. Due to these two factors, an investigation of the well was conducted.

After carefully reviewing proposals from two different firms, Pueblo Water Resources Inc. was chosen to conduct the investigation into the condition of the well.

The investigation is complete and the report is attached. The report contains important information about the history, current water quality and the present condition of the well. The report states that it is unlikely that either a new well or a modified well would produce water with a lower nitrate level. The well testing demonstrated that the well is still capable of producing water in historic volumes. The report goes on to make recommendations on how to proceed with the future of the well. Staff agrees with the recommendations being made in the report with the one exception being there is no need to install a larger pump at this time.

This is an unbudgeted expense.

TECHNICAL MEMORANDUM**Pueblo Water Resources, Inc.**4478 Market St., Suite 705
Ventura, CA 93003

Tel: 805.644.0470

Fax: 805.644.0480



To:	<u>Casitas Municipal Water District</u>	Date:	<u>February 17, 2016</u>
Attn:	<u>Todd Evans, Assistant Engineer</u>	Project No:	<u>15-0021</u>
From:	<u>Michael Burke, C.Hg., Principal Hydrogeologist Martin Feeney, C.Hg., Consulting Hydrogeologist</u>		
Subject:	<u>Mira Monte Well No. 3 Assessment.</u>		

This technical memorandum presents the results, findings and recommendations developed by Pueblo Water Resources, Inc. (Pueblo) through an assessment of Casitas Municipal Water District's (District) Mira Monte Well. The purpose of the assessment was to investigate the current condition of the well, establish well production characteristics, investigate rehabilitation options, and determine if modifications or operational changes could be made to improve water quality produced by the well, which has historically produced water high in nitrates.

BACKGROUND

Pueblo's initial scope of work included review of all data and information pertaining to the well that existed in District files, and development of a work plan to further investigate the well. The results of this first phase of the Mira Monte Well assessment was presented in a TM prepared by Pueblo dated July 8, 2015. The findings and recommendations developed through the initial assessment of the well are repeated concisely below.

Well Construction and History

The well is located in the community of Mira Monte at 1259 Cruzero Road. The well was drilled in October 1945 using the cable tool method. As documented on the State of California Department of Water Resources Well Completion Report, the total depth of the 16-inch diameter carbon steel well is 270 feet, with mills knife perforations between the depths of 130 feet and 256 feet below ground surface (bgs). The lithology shown on the DWR Report indicates that alluvial materials are present to a depth of 256 feet and below this depth Sespe Formation is present. A location map of the well site is provided as **Figure 1** and a schematic depiction of the well is presented as **Figure 2**.

The Mira Monte Well was acquired by the Casitas Municipal Water District (District) in the early 80's. Since then it has been a minor source of water supply and has been used intermittently to supplement the District's surface water supply. The most recent production capacity of the well is reportedly in the range of 300 gallons per minute (gpm) to 350 gpm, and there is anecdotal evidence that well production has declined in the last decade. Historically the



Mira Monte Well has produced groundwater high in nitrates, with concentrations in the 0.9 mg/L to 13.3 mg/L range (as Nitrogen).

Well Maintenance/Modifications

Throughout the history of the well, various assessments, repairs, and rehabilitation efforts have been performed. Records these efforts available in the District's files are summarized below.

Video Surveys. A summary of video survey records of the Mira Monte well is provided below;

- 1980 – Two videos were performed in January 1980. Neither was available for review. Based on written observations of the videos contained in the District's files, the first video documented heavy scale with visible perforations starting at 150 feet. Based on the video survey it was suggested that the well be cleaned. The well was "Sonar Jetted" (primer cord denotation in the well to loosen scale), cleaned, and bailed to bottom. A subsequent video showed the well perforations to be clear and open.
- 1985 – This video was available for review as part of this investigation. The video was performed by *The Well Doctor* in May 1985. Visibility in the video was poor; however, moderate to heavy scaling was identifiable. The bottom of the well was documented to be at a depth of 230 feet, suggesting that 20 feet of fill had accumulated in the bottom of the well.
- 2002 – This video was not available for review, but written observations of the video survey were available in the District's files. The video was performed by Barbour Well Surveys, and showed the top of perforations at a depth of 180 feet bgs and accumulated fill up to a depth of 231 feet bgs. Heavy encrustation was observed, but it was apparently recommended that the well was possibly too fragile to withstand Sonar Jetting, therefore, only light brushing was performed.

Sanitary Seal installation. The District attempted to install a sanitary seal around the 16-inch diameter casing to a depth of 50 feet in 1980 in an attempt to reduce nitrate ion concentrations. Details of the sanitary seal installation are not available in the records and there is no evidence that installed seal has been effective in improving water quality.

Well Cleaning. As mentioned above, after video inspection, the well was Sonar Jetted in 1980 to remove scale and open the perforations. In 2002, the well was reportedly lightly brushed and bailed.

Pumping Equipment. Review of available records document that the pump in the well was replaced numerous times over the years. Until approximately 2007, the well had been equipped with a 60 horsepower (hp) pump set at a depth of approximately 220 feet. In 2007, a 40 hp pump was installed.



Water Level History

Historical water level data are sparse. Some data are available in Ventura County Water Survey Files and other data are available as part of pump efficiency tests. Available data show that the static water level in the well generally fluctuates between the depths of 85 and 125 feet bgs, in response to seasonal changes in rainfall amounts and flow conditions in the Ventura River. The historical high water levels occurred in 1967. Low levels are being observed now as a result of the current prolonged drought.

Well Performance

Data documenting well performance characteristics are sparse. Review of the limited data suggests that the original discharge rate from the well was approximately 500 gpm, with a specific capacity¹ of approximately 50 gpm per foot of drawdown (gpm/ft). Available records suggest that the specific capacity of the well declined to about 24 gpm/ft by 1978. Although data are limited, it appears that the Sonar Jet treatment in 1980 resulted in limited improvement of the well performance. The most recently available (2009) value of specific capacity in the District's records indicates a specific capacity of 60 gpm/ft.

The records indicate that the pumping rate of the well declined sometime after 2007. This corresponds with the change in pump horsepower discussed above (60 hp to 40 hp). The data indicate that the observed reduction in pumping rate is associated with the reduction in the capacity of the pump, not because of a decline in well performance.

Water Quality

Available water quality data document that except for high levels of nitrates the groundwater produced from the well is of a good quality, with total dissolved solids (TDS) concentrations below 500 milligrams/liter (mg/l). The concentrations of nitrates in water produced by the well have been in the range of approximately 0.9 mg/L and 13.3 mg/L (as Nitrogen) and generally approach or exceed the primary drinking water standard of 10 mg/L. These elevated concentrations have persisted for more than 30 years. District staff have noticed a strong relationship between rainfall and nitrate concentrations; with concentrations increasing in response to heavy rainfall and declining during periods of deficient rainfall. This suggests the leaching of residual nitrogen salts in the root zone by percolating groundwater recharge.

FINDINGS

Based on the results of Pueblo's initial investigation of the Mira Monte Well, recommendations for further assessment of the well were developed. The work plan included well performance testing to establish the current capacity of the well, water quality sampling to

¹ Specific Capacity is the ratio of discharge to drawdown. The conventional units are gallons per minute per foot of drawdown (gpm/ft). It is useful in comparing well performance at differing discharge rates and differing pumping lifts. For example a well that pumps 1000 gpm with 10 foot of drawdown would have a specific capacity of 100 gpm/ft, whereas a well that pumps 1000 gpm with 100 feet of drawdown would have a specific capacity of 10 gpm/ft



establish existing nitrate conditions, and video surveying to determine the current physical condition of the well.

Well Performance Testing

Well performance testing was conducted on October 15, 2015. Pueblo was assisted by District staff in performing the test. The well was operated at a rate near the maximum capacity of the existing pump. During the test, the various relevant test data were measured and recorded, including the pumping rate, the water levels, the well head pressure, and field water quality data (nitrates). Water quality sampling was also performed during the test. The test duration was 100 minutes. The existing pump setting at the time of the test was 220 feet below the top of the well casing.

The static water level in the well prior to testing was 135 feet from the top of the well casing (which is the reference point for all water level measurements). The pumping rate for most of the test (the rate was variable in the latter part of the test) was approximately 392 gpm. The pumping level associated with this rate the end of the test was 139 feet, which corresponds to a total drawdown of 4 feet, and a 100-minute specific capacity of 97.5 gpm/ft. A graphical presentation of the test data is provided as **Figure 3**.

The semi-log plot of the drawdown data shown on Figure 3 indicates that pumping at the test rate of 390 gpm can be sustained for long periods of time without creating a condition of excessive drawdown. Given the current static water level conditions (135 feet) and the existing pump setting (220 feet), much higher discharge rates appear to be possible, likely only limited by the size of the pumping equipment that can be installed in the well.

Following the completion of the well testing, Pueblo allowed the water level probe to remain in the well for a prolonged period to document static water level conditions and possibly identify any influence on the Mira Monte Well from other wells or any trends in regional groundwater conditions. The data collected are presented graphically on **Figure 4**. The hydrograph shows that there does not appear to be any direct influence on the Mira Monte Well by the pumping of other wells, but at the time during which the water level monitoring occurred, the water table in the area was declining at a rate of about one foot per month.

Well Inspection

The column pipe and pump were removed from the well on November 12, 2015 by Cascade Well and Pump. The materials removed from the well contained heavy coatings and nodules of iron oxide deposits directly the result of fouling from iron bacteria. Photographs taken during pump removal showing the extent of iron oxide buildup are presented in **Figure 5**. When the pump was removed from the well, it was observed that an aluminum shroud had been strapped onto the top portion of the pump, but the aluminum was severely corroded and only a small portion of the shroud remained attached to the pump.

With the pump out, the well was allowed to remain idle for eight days to allow the water in the well to clear in preparation of the video survey. The video survey was performed by Pacific Surveys on November 20, 2015.

The video generally showed that the blank portion of the casing from near the ground surface to a depth of approximately 112 feet showed moderate spalling (flaking off). Below the



depth of 112 feet, there was moderate to heavy buildup of scale and nodules on all portions of the casing. Even though the top of the perforations is documented to be at a depth of 130 feet, the first perforations visible in the video were at 148 feet. Heavy biological growth and nodules on the casing continued through to the depth of 198 feet, and which point obstructions in the casing prevented further video inspection. The obstruction consisted of the portion of the aluminum shroud that had been observed to be strapped onto the top of the pump. The water in the well was clear throughout the entire video, allowing for relatively good inspection of the well casing.

Upon completion of the video survey, the survey operator removed the camera and installed a heavy sounding weight onto the end of his cable with the intent of breaking past the obstruction and tagging the bottom of the well. The operation indicated that the effective depth of the well (top of accumulated fill) was 225 feet below the top of the casing, which implies that there is 31 feet of accumulated fill in the bottom of the well.

DVD copies of the video survey were provided to the District Engineer at the site, and the report on the survey prepared by Pacific Surveys is included in the attachment section of this TM.

Water Quality

Water quality samples were collected at four times during the well performance test. The first, second, and fourth samples were analyzed for nitrates. A complete general mineral/general physical analysis was performed on the third sample, which was collected late in the test. The fourth sample was collected immediately prior to termination of the test, at a slightly reduced rate. The nitrate data from the test are presented in **Table 1**.

Table 1. Mira Monte Well Nitrate Water Quality Summary
(Sample Date 10/15/15, Analyses by FGL Environmental)

Sample Time	Nitrate Concentration, mg/L, as N
11:25 a.m.	9.5
12:00 p.m.	9.4
12:40 p.m.	9.4
12:50 p.m.*	9.3

Note: MCL of Nitrate as Nitrogen is 10 mg/L.

The nitrate concentration of the produced water during the test was consistent and in the range of 9.3 mg/L to 9.5 mg/L, just under the MCL of 10.0 mg/L.



A summary of the general mineral and general physical analyses is provided in Table 2.

Table 2. Mira Monte Well Water Quality Summary
General Mineral and General Physical Constituents
(Samples 10/15/15, 12:40 p.m.; Analyses by FGL Environmental)

Constituent	Result
Specific Conductance, uS	654
Total Dissolved Solids, mg/L	390
Calcium, mg/L	50
Magnesium, mg/L	15
Potassium, mg/L	ND
Sodium, mg/L	52
Bicarbonate as HCO ₃ , mg/L	160
Chloride, mg/L	59
Sulfate, mg/L	35
Iron, mg/L	ND
Manganese, mg/L	ND

The results of the analysis indicate that with the exception of elevated concentrations of nitrate, the water produced by the well is of excellent quality. The groundwater is of a calcium bicarbonate character, with dissolved solids of 390 mg/L and non-detectable levels of iron and manganese.



CONCLUSIONS AND RECOMMENDATIONS

Conclusions

Based on the review of the available data and the subsequent testing and inspection of the well, we have the following conclusions:

- The Mira Monte Well is approximately 70 years old. As part of the video surveying in 2002, rigorous rehabilitation was not recommended presumably because of the fragile physical condition of the well. The video surveying performed as part of this assessment confirms the degraded and fragile state of the well casing. In addition, the well is heavily fouled from biological growth. There appears to be at this time approximately 31 feet of accumulated fill in the bottom of the well.
- Nitrates in the well have historically been high and continue to be at or near the MCL of 10 mg/L.
- There is insufficient hydrogeologic information to indicate that there are any low permeability layers within the alluvial materials that may act as an impediment to the downward percolation of high nitrate water. As such, the use of a packer to restrict flow into the well from the upper portion of the aquifer is likely impractical.
- The annular seal installed in the well in 1980 does not appear to be effective in mitigating high nitrate conditions.
- Despite the age of the well and the degree to which fouling of the well has occurred, the well performance of the well does not appear to have diminished over the years. In fact, the testing performed as part of this assessment indicates a specific capacity of approximately 97 gpm/ft, the highest specific capacity value on record.
- Given the relatively high specific capacity of the well, pumping rates much greater than the test rate of 390 gpm are possible and sustainable. The limiting factor in the pumping rate is likely the size of the pump and motor that can be installed in the well.

Recommendations

Based on the information we have reviewed as part of the initial phase of this investigation, the follow up assessment and testing recently performed on the Mira Monte Well, and our understanding of the District's desires and limitations with respect to future use of the well, we have the following recommendations:

- No rigorous rehabilitation (chemical means or aggressive mechanical means) should be performed on the well because of the advanced age and the current compromised physical condition of the well.
- Prior to reinstalling pumping equipment in the well, the debris causing the obstruction in the casing should be removed, and the fill in the bottom of the well should also be removed either by bailing or airlifting. These operations should be accompanied by a light brushing of the well casing to remove loose bio-growth on the inside of the well



casing. This work should be followed up with another video survey. It is estimated that the cost to remove the debris in the well and bail the fill from the bottom of the well will be on the order of \$10,000. Removal of the fill by airlifting, which would also be accompanied by swabbing, would serve to accomplish some redevelopment/rehabilitation of the well. The estimated cost for this work is \$20,000.

- Pumping equipment should be reinstalled in the well. However, we believe that there may be some merit to installing the pump at a deeper setting (240 feet instead of 220 feet – one more joint of column pipe), and the pump should be housed in a PVC shroud. The deeper setting and the use of a shroud may induce the production of water from deeper within the aquifer, which may contain less nitrates. This may have been the purpose of the shroud that had been installed previously, although there are no data to indicate whether or not this was effective.
- Prior to installation of the pumping equipment, the pump and the column pipe should be cleaned and disinfected.
- Installation of a higher capacity pump is a possibility if more capacity is desired from the well.
- Following installation of the pumping equipment, another brief test should be performed, similar to the one performed as part of this investigation.

FIGURES



FIGURE 1. MIRA MONTET WELL LOCATION MAP
Casitas Municipal Water District

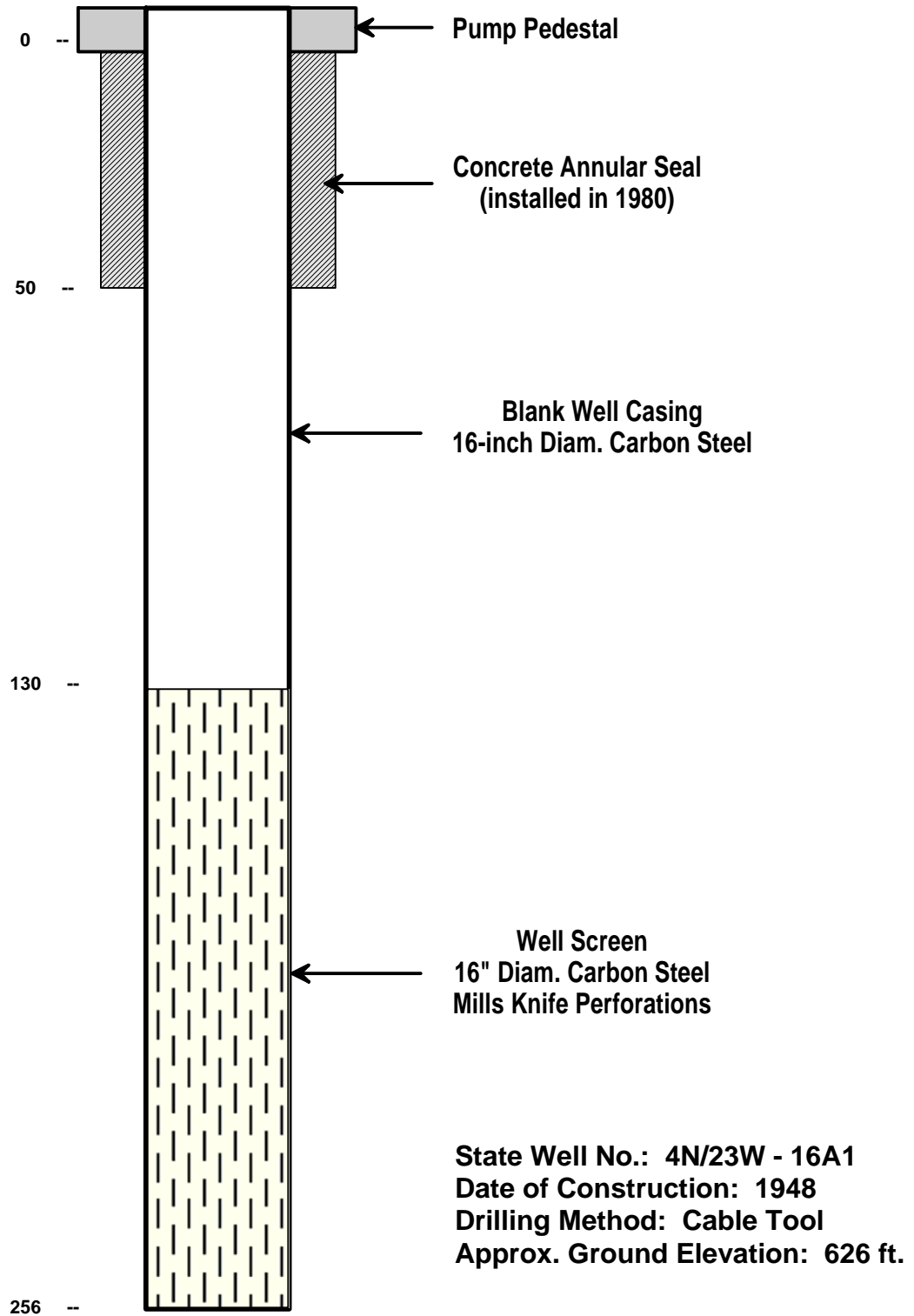


FIGURE 2. MIRA MONTE WELL DEPICTION
Casitas Municipal Water District

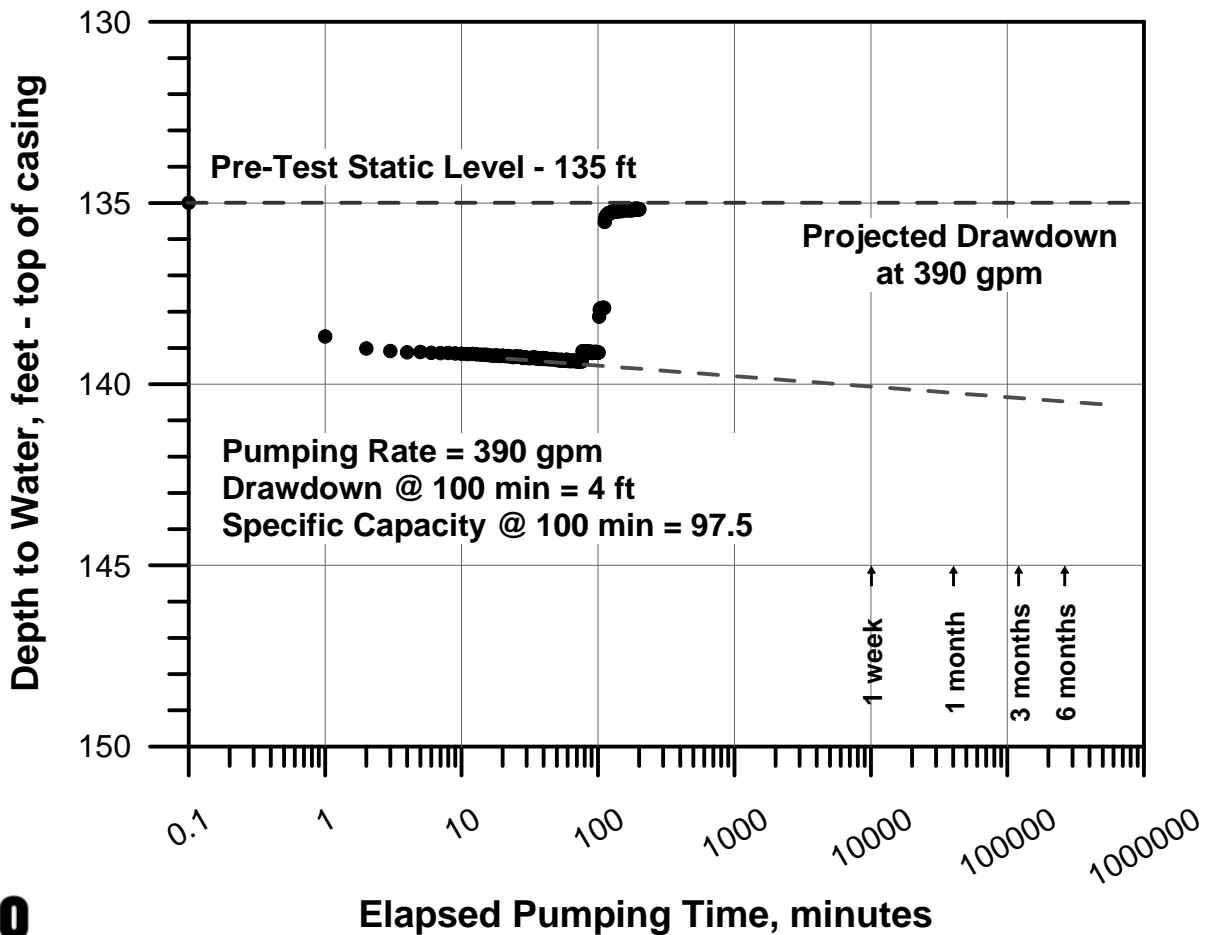
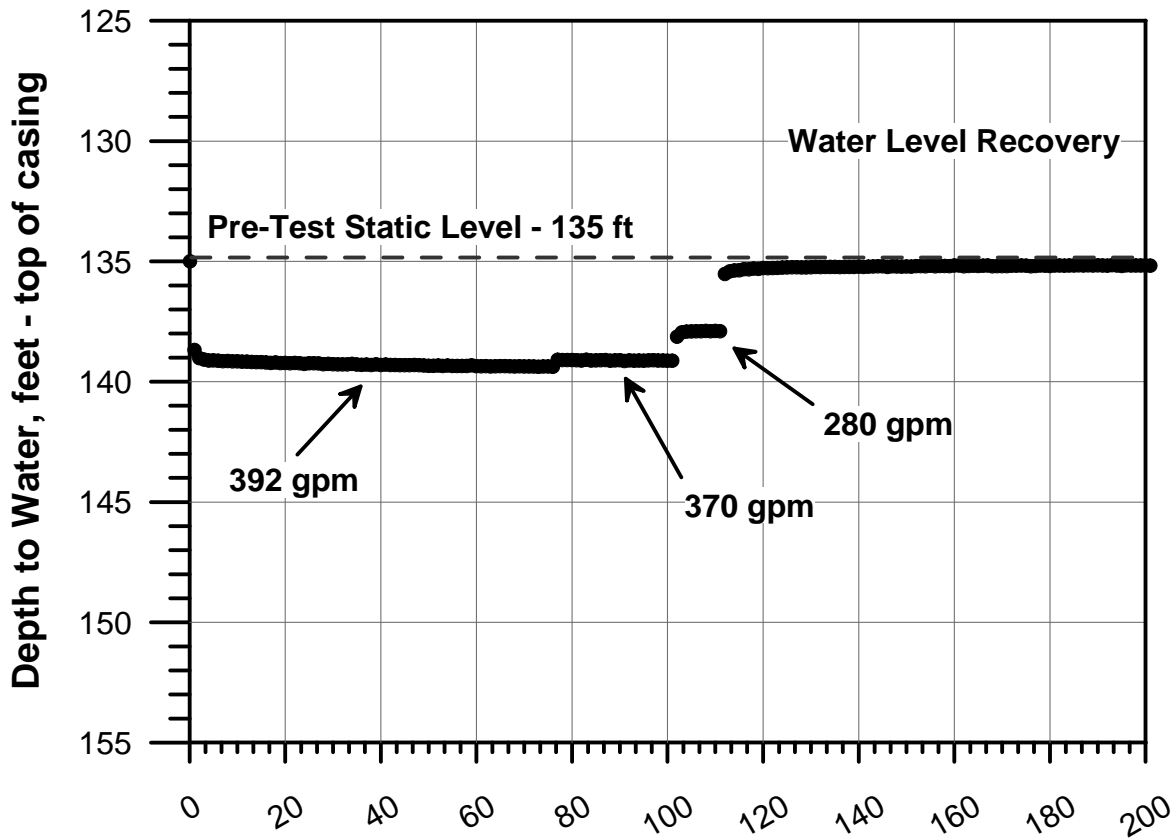
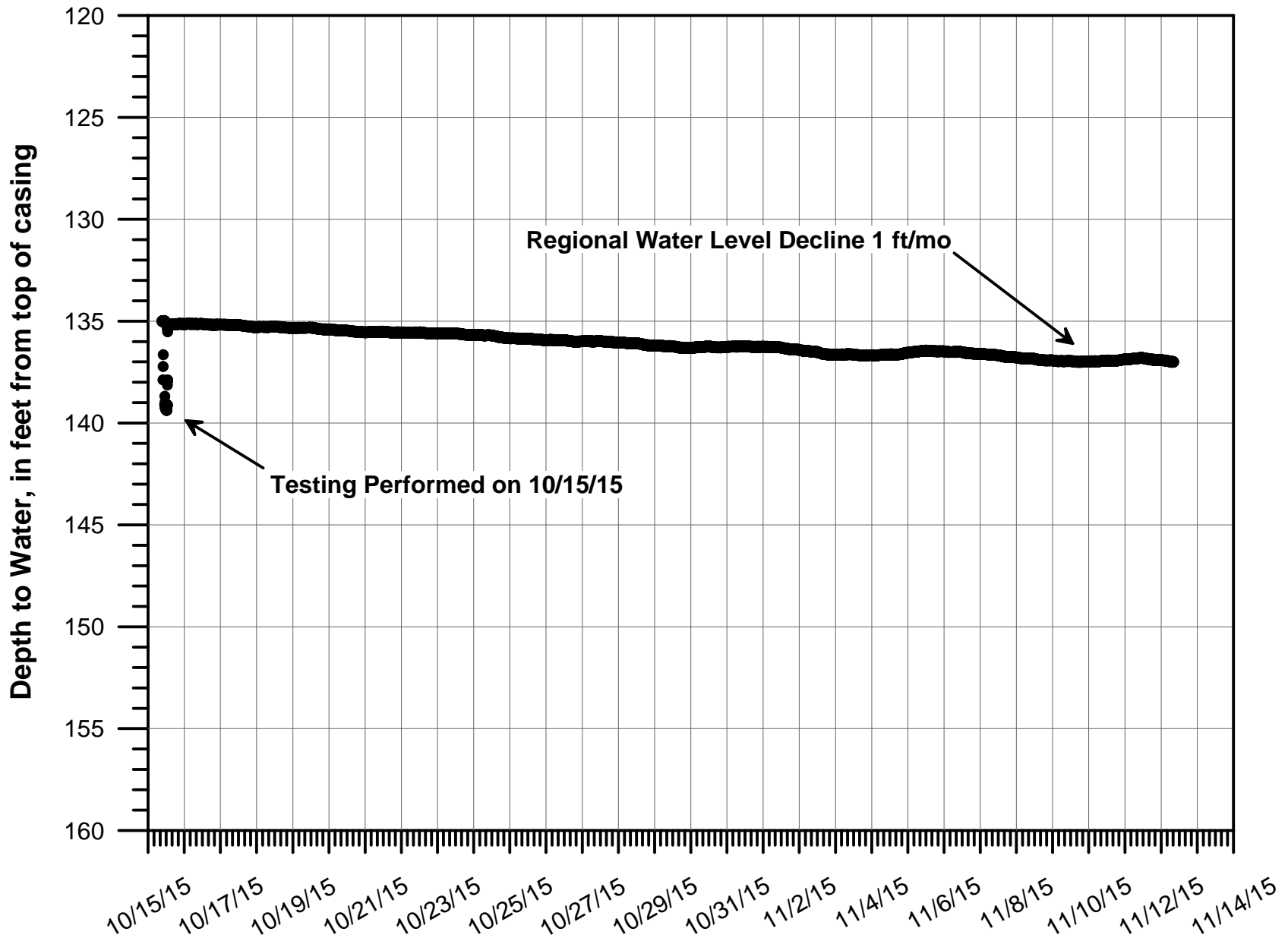


FIGURE 3. MIRA MONTE WELL PUMP TEST DATA
 Casitas Municipal Water District



**FIGURE 4. MIRA MONTE WELL WATER LEVEL MONITORING
Casitas Municipal Water District**



**Pump Coated with
Iron Oxide Deposits**



Iron Oxide Deposits on Underwater Portions of Column Pipe

SUPPORTING DOCUMENTATION



November 3, 2015

Pueblo Water Resources
4478 Market Street, Suite 705
Ventura, CA 93003

Lab ID : SP 1511601
Customer : 2-22405

Laboratory Report

Introduction: This report package contains total of 11 pages divided into 3 sections:

- Case Narrative (3 pages) : An overview of the work performed at FGL.
- Sample Results (4 pages) : Results for each sample submitted.
- Quality Control (4 pages) : Supporting Quality Control (QC) results.

Case Narrative

This Case Narrative pertains to the following samples:

Sample Description	Date Sampled	Date Received	FGL Lab ID #	Matrix
Casitas Mira Monte Well	10/15/2015	10/15/2015	SP 1511601-001	GW
Casitas Mira Monte Well	10/15/2015	10/15/2015	SP 1511601-002	GW
Casitas Mira Monte Well	10/15/2015	10/15/2015	SP 1511601-003	GW
Casitas Mira Monte Well	10/15/2015	10/15/2015	SP 1511601-004	GW

Sampling and Receipt Information: All samples were received, prepared and analyzed within the method specified holding except those as listed in the table below. The holding time for pH is listed as immediate. Logistically this is very difficult to obtain. FGL policy is to analyze all samples requiring pH on the same day of receipt at the laboratory. If this presents any problem please call.

Lab ID	Analyte/Method	Required Holding Time	Actual Holding Time
SP 1511601-003	Color	48	337.42 Hours
SP 1511601-003	Odor	24	334.67 Hours
SP 1511601-003	pH	15	26091 Minutes

All samples arrived on ice. All samples were checked for pH if acid or base preservation is required (except for VOAs). For details of sample receipt information, please see the attached Chain of Custody and Condition Upon Receipt Form.

November 3, 2015
Pueblo Water Resources

Lab ID : SP 1511601
 Customer : 2-22405

Quality Control: All samples were prepared and analyzed according to the following tables:

Inorganic - Metals QC

200.7	10/15/2015:215150 All analysis quality controls are within established criteria.
	10/15/2015:212076 All preparation quality controls are within established criteria, except: The following note applies to Copper, Manganese: 435 Sample matrix may be affecting this analyte. Data was accepted based on the LCS or CCV recovery.

Inorganic - Wet Chemistry QC

2120B	10/29/2015:215863 All analysis quality controls are within established criteria.
	10/29/2015:212676 All preparation quality controls are within established criteria.
2130B	10/15/2015:215116 All analysis quality controls are within established criteria.
	10/15/2015:212090 All preparation quality controls are within established criteria.
2150B	10/29/2015:212678 All preparation quality controls are within established criteria.
2320B	10/16/2015:215208 All analysis quality controls are within established criteria.
	10/16/2015:212098 All preparation quality controls are within established criteria, except: The following note applies to Alkalinity (as CaCO ₃), Bicarbonate: 440 Sample nonhomogeneity may be affecting this analyte. Data was accepted based on the LCS or CCV recovery.
2510B	10/16/2015:215146 All analysis quality controls are within established criteria.
	10/16/2015:212113 All preparation quality controls are within established criteria.
2540CE	10/16/2015:212109 All preparation quality controls are within established criteria.
300.0	10/16/2015:215320 All analysis quality controls are within established criteria.
	10/15/2015:212045 All preparation quality controls are within established criteria.
4500-H B	11/02/2015:212792 All preparation quality controls are within established criteria.
4500HB	11/02/2015:216012 All analysis quality controls are within established criteria.
4500NO3F	10/16/2015:215246 All analysis quality controls are within established criteria.

November 3, 2015
Pueblo Water Resources

Lab ID : SP 1511601
Customer : 2-22405

Inorganic - Wet Chemistry QC

4500NO3F	10/16/2015:212125 All preparation quality controls are within established criteria.
5540C	10/15/2015:215114 All analysis quality controls are within established criteria.
	10/15/2015:212089 All preparation quality controls are within established criteria.

Certification:: I certify that this data package is in compliance with ELAP standards, both technically and for completeness, except for any conditions listed above. Release of the data contained in this data package is authorized by the Laboratory Director or his designee, as verified by the following electronic signature.

KD:DMB

Approved By **Kelly A. Dunnahoo, B.S.**



Digitally signed by Kelly A. Dunnahoo, B.S.
Title: Laboratory Director
Date: 2015-11-04



November 3, 2015

Lab ID : SP 1511601-001

Customer ID : 2-22405

Pueblo Water Resources

4478 Market Street, Suite 705

Ventura, CA 93003

Sampled On : October 15, 2015-11:25

Sampled By : Michael Burke

Received On : October 15, 2015-14:25

Matrix : Ground Water

Description : Casitas Mira Monte Well

Project : Casitas - Mira Monte Well

Sample Result - Inorganic

Constituent	Result	PQL	Units	Note	Sample Preparation		Sample Analysis	
					Method	Date/ID	Method	Date/ID
Wet Chemistry ^{P:1}								
Nitrate Nitrogen	9.5	0.1	mg/L		4500NO3F	10/16/15:212125	4500NO3F	10/16/15:215246

ND=Non-Detected. PQL=Practical Quantitation Limit. Containers: () , (P) Plastic Preservatives: HNO3 pH < 2 ‡Surrogate. * PQL adjusted for dilution.



November 3, 2015

Lab ID : SP 1511601-002

Customer ID : 2-22405

Pueblo Water Resources

4478 Market Street, Suite 705

Ventura, CA 93003

Sampled On : October 15, 2015-12:00

Sampled By : Michael Burke

Received On : October 15, 2015-14:25

Matrix : Ground Water

Description : Casitas Mira Monte Well

Project : Casitas - Mira Monte Well

Sample Result - Inorganic

Constituent	Result	PQL	Units	Note	Sample Preparation		Sample Analysis	
					Method	Date/ID	Method	Date/ID
Wet Chemistry ^{P:1}								
Nitrate Nitrogen	9.4	0.1	mg/L		4500NO3F	10/16/15:212125	4500NO3F	10/16/15:215246

ND=Non-Detected. PQL=Practical Quantitation Limit. Containers: () , (P) Plastic Preservatives: HNO3 pH < 2 ‡Surrogate. * PQL adjusted for dilution.



ENVIRONMENTAL AGRICULTURAL

Analytical Chemists

November 3, 2015

Lab ID : SP 1511601-003

Customer ID : 2-22405

Pueblo Water Resources

4478 Market Street, Suite 705
Ventura, CA 93003

Sampled On : October 15, 2015-12:40

Sampled By : Michael Burke

Received On : October 15, 2015-14:25

Matrix : Ground Water

Description : Casitas Mira Monte Well

Project : Casitas - Mira Monte Well

Sample Result - Inorganic

Table with 8 columns: Constituent, Result, PQL, Units, Note, Sample Preparation (Method, Date/ID), Sample Analysis (Method, Date/ID). Rows include General Mineral, Total Hardness as CaCO3, Calcium, Magnesium, Potassium, Sodium, Total Cations, Boron, Copper, Iron, Manganese, Zinc, SAR, Total Alkalinity (as CaCO3), Hydroxide as OH, Carbonate as CO3, Bicarbonate as HCO3, Sulfate, Chloride, Nitrate as NO3, Nitrite as N, Nitrate + Nitrite as N, Fluoride, Total Anions, pH, Specific Conductance, Total Dissolved Solids, MBAS Extraction, Aggressiveness Index, Langelier Index (20°C), Nitrate Nitrogen, Wet Chemistry (Color, Odor, Turbidity).

ND=Non-Detected. PQL=Practical Quantitation Limit. Containers: (), (P) Plastic Preservatives: HNO3 pH < 2 ‡Surrogate. * PQL adjusted for dilution.



November 3, 2015

Lab ID : SP 1511601-004

Customer ID : 2-22405

Pueblo Water Resources

4478 Market Street, Suite 705

Ventura, CA 93003

Sampled On : October 15, 2015-12:50

Sampled By : Michael Burke

Received On : October 15, 2015-14:25

Matrix : Ground Water

Description : Casitas Mira Monte Well

Project : Casitas - Mira Monte Well

Sample Result - Inorganic

Constituent	Result	PQL	Units	Note	Sample Preparation		Sample Analysis	
					Method	Date/ID	Method	Date/ID
Wet Chemistry ^{P:1}								
Nitrate Nitrogen	9.3	0.1	mg/L		4500NO3F	10/16/15:212125	4500NO3F	10/16/15:215246

ND=Non-Detected. PQL=Practical Quantitation Limit. Containers: () , (P) Plastic Preservatives: HNO3 pH < 2 ‡Surrogate. * PQL adjusted for dilution.

SECTION I CLIENT DETAILS

Client: Pueblo Water Resources, Inc.

New Customer Customer Number: _____

Address: 4478 Market St., #705

Ventura, CA 93003

Phone: 805 620 2202 Fax: _____

E-Mail: mburke@pueblo-water.com

Project name: Casitas - Mira Monte Well

Contact person: Michael Burke

Billing Information (if different from above)

Name: _____ Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Contact person: _____

Purchase order/contract/FGI quote number: _____

Pre Log Required: yes Monthly Weekly Quarterly Other

SECTION II SAMPLING

Sampler (s): Michael Burke

Comp Sampler Set up Date: _____ Time: _____

Mileage: _____

Shipping Charge: _____ Pickup Charge: _____

SECTION III REPORT INFORMATION

Rush Analysis (surcharge will apply):

5 Day 4 Day 3 Day 2 Day 24 hour

Rush pre-approved by lab: _____

Electronic Data Transfer: yes no

If yes, To: State _____ Client _____ Other _____

Lab number: 15110

Sample Number	Location/Description	Date Sampled	Time Sampled	Type of Sampling: Composite (C) or Grab (G)	Number of Containers	(V) VOA (MT) Metal Tube	(P) Potable (NP) Non-Potable	(SW) Surface Water (MW) Monitoring Well	(GW) Ground Water (TB) Travel Blank (AgW) Ag Water	(WW) Wastewater (DW) Drinking Water	(S) Soil (SLG) Sludge (SLD) Solid (O) Oil	Bact: (Sys) System (SRC) Source (W) Waste	Bact: Routine (ROUT) Repeat (RPT) Other (OTH) Replace (RPL)	(LT) Leaf Tissue (PET) Petiole Tissue (PRD) Produce	Preservative: (1) NaOH + ZnAc, (2) NaOH, (3) HCL (4) H ₂ SO ₄ , (5) HNO ₃ , (6) Na ₂ O ₃ , (7) Other	ANALYSES REQUESTED
	Casitas Mira Monte Well	10/15/15	11:25	G	1											Nitrate
	"	"	12:00	G	1											
	"	"	12:40	G	1											
	"	"	12:50	G	1											

SECTION IV SAMPLE INFORMATION

SECTION V REMARKS

SECTION VI CUSTODY

Relinquished by and subject of the terms and conditions on the reverse of this document:

Received by: _____ Date: 10/15/15 Time: 14:25

Relinquished by: _____ Date: _____ Time: _____

Received by: _____ Date: 10/15/15 Time: 14:25

Relinquished by: _____ Date: _____ Time: _____

Received by: _____ Date: _____ Time: _____

Relinquished by: _____ Date: _____ Time: _____

Received by: _____ Date: _____ Time: _____

Corporate Offices & Laboratory
 853 Corporation Street
 Santa Paula, CA 93060
 TEL: (805) 392-2000
 FAX: (805) 525-4172

Office & Laboratory
 2500 Stagecoach Road
 Stockton, CA 95215
 TEL: (209) 942-0182
 FAX: (209) 942-0444

Office & Laboratory
 563 East Lindo Avenue
 Chico, CA 95926
 TEL: (530) 333-5818
 FAX: (530) 333-5818

Office & Laboratory
 3442 Empressa Drive, Suite D
 San Luis Obispo, CA 93401
 TEL: (805) 788-9999
 FAX: (805) 788-9999

Office & Laboratory
 9415 W. Goshen Avenue
 Visalia, CA 93291
 TEL: (559) 734-9473
 FAX: (559) 734-8435

IN GLASS & PH PLASTIC - not rec'd
 10/15/15

Burke

Condition Upon Receipt (Attach to COC)

Sample Receipt at SP:

- 1. Number of ice chests/packages received: OTC
- 2. Shipper tracking numbers _____
- 3. Were samples received in a chilled condition?
Temps: ROI / 10 / _____ / _____ / _____ / _____ / _____
- 4. Surface water (SWTR) bact samples: A sample that has a temperature upon receipt of >10C, whether iced or not, should be flagged unless the time since sample collection has been less than two hours.
- 5. Do the number of bottles received agree with the COC? Yes No N/A
- 6. Verify sample date, time, sampler Yes No N/A
- 7. Were the samples received intact? (i.e. no broken bottles, leaks, etc.) Yes No
- 8. Were sample custody seals intact? Yes No N/A

Sample Verification, Labeling and Distribution:

- 1. Were all requested analyses understood and acceptable? Yes No
- 2. Did bottle labels correspond with the client's ID's? Yes No
- 3. Were all bottles requiring sample preservation properly preserved? Yes No N/A FGL
[Exception: Oil & Grease, VOA and CrVI verified in lab]
- 4. VOAs checked for Headspace? Yes No N/A
- 5. Were all analyses within holding times at time of receipt? Yes No
- 6. Have rush or project due dates been checked and accepted? Yes No N/A

Include a copy of the COC for lab delivery. (Bacti. Inorganics and Radio)

Sample Receipt, Login and Verification completed by:

Reviewed and Approved By Shawn Peck  Digitally signed by Shawn Peck
Title: Sample Receiving
Date: 10/15/2015-17:36:00

Discrepancy Documentation:

Any items above which are "No" or do not meet specifications (i.e. temps) must be resolved.

- 1. Person Contacted: Michael Burke Phone Number: At drop off
Initiated By: srp Date: 2015-10-15
Problem: **Odor was not received in glass and pH was received past holding time**
Resolution: **Run anyway per Michael Burke at drop off**

- 2. Person Contacted: _____ Phone Number: _____
Initiated By: _____ Date: _____
Problem: _____
Resolution: _____

(2022405)
Pueblo Water Resources
SP 1511601
SRP-10/15/2015-17:36:00

PUMP TEST DATA



Well: Mica Monte Well 4N/23W 16A1
 Date: 10/15/15
 Test/Data Set I.D.: _____
 Observer: MB/MF

Well Depth/Reference Pt: Top of Plate
 Static Water Level (ft): 135.0
 Pump Setting (ft): 189 ft.
 ScreenZones: 180(?) - 250(?)

Clock Time	Elapsed Time	Rate (gpm)	Water Level (feet)	Totalizer (units)	Other Observations (visual, odor, spec. capacity, totalizer, field wq, etc.)
	START	1104			TOT 1555146 EC
	2	400	139.1		
	4	400	139.2		EC 525'
	6		139.2		NO ₃ -N = 7
	8		139.2		10 psi
	10		139.2		1555597 x 10 NO ₃ -N 7
	15	393	139.2		
	20	392	139.35		10 psi Sampled
	30		139.35		10 psi 392
	40	392	139.3		NO ₃ -N = 8
	50	392	139.3		
	60	392	139.4		Sampled 10 psi NO ₃ -N = 8
	70		139.3		
	75		139.1		→ strange noise, Q ↓ 370 gpm
	80	370	139.1		10 psi
	90		139.05		10 psi sampled 550 uS
	100	370	139.1		10 psi NO ₃ -N = 8
					↑ Q
	102	280	138		60 psi
	105		137.8		Sampled - water appears aerated NO ₃ -N = 9

Notes:

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: REBEKAH VIEIRA, ASSISTANT TO THE GENERAL MANAGER
SUBJECT: RESOLUTION TO AUTHORIZE ACCESS TO STATE, LOCAL AND FEDERAL LEVEL SUMMARY
CRIMINAL HISTORY INFORMATION THROUGH THE LIVESCAN FINGERPRINTING PROCESS
DATE: APRIL 22, 2016

RECOMMENDATION:

It is recommended that the Board of Directors adopt the resolution to authorize the access to federal level summary criminal information through the Livescan process.

BACKGROUND AND DISCUSSION:

The District has approval from the Department of Justice to obtain summary criminal information from the state of California but does not currently obtain federal level information. Seeking this Federal level information is critical for our prospective employees and volunteers, and would also be a requirement of the District should the decision be made to staff Lake Casitas with employees that hold limited peace officer status. The attached resolution as written is required in order to authorize the access to the federal level criminal data for use for employment and volunteer purposes.

CASITAS MUNICIPAL WATER DISTRICT

A RESOLUTION AUTHORIZING ACCESS TO STATE, LOCAL AND FEDERAL
CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, LICENSING OR
CERTIFICATION PURPOSES UTILIZING THE LIVESCAN PROCESS

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employments, licensing or certification based on specific criminal conduct on that part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing or certification purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Casitas Municipal Water District, that the Casitas Municipal Water District is hereby authorized to access state and federal summary criminal history information for employment (including volunteers and contract employees), and may not disseminate the information to a private entity.

ADOPTED this 27th day of April, 2016

Pete Kaiser, President
Casitas Municipal Water District

Attest:

James W. Word, Secretary
Casitas Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
CC: STEVE WICKSTRUM, GENERAL MANAGER
FROM: GREG ROMEY, SAFETY OFFICER
SUBJECT: RECOMMEND PURCHASE OF POLARIS RANGER VEHICLE
DATE: APRIL 22, 2016

RECOMMENDATION:

It is recommended that the Board of Directors approve the General Manager's authorization to purchase, for \$15,718.87, a 2016 Polaris Ranger EV for the O&M department to be used at the Treatment Plant and Casitas Dam.

BACKGROUND:

The majority of the purchase is covered by the \$40,000 budgeted for a skip loader, which will not be purchased this year. On March 23, 2016, the Board authorized the purchase of a \$26,790.78 utility truck from this budget leaving \$13,209.22 for the Polaris Ranger vehicle. An additional budget of \$2,509.65 is needed for the proposed purchase. Three bids were received that met required specifications for the all-terrain vehicle listed on the request for quote.

Bids were received from three dealers as indicated in the following table:

Epic Motorsports	\$15,718.87
Simi RV	\$16,179.31
Cal Coast	Non-Conforming

This vehicle will be utilized by Treatment Plant personnel during normal operations and by Distribution for backcountry operations during inclement weather.

CASITAS MUNICIPAL WATER DISTRICT

A RESOLUTION HONORING
JOHN PARLEE
UPON HIS RETIREMENT FROM
CASITAS MUNICIPAL WATER DISTRICT

WHEREAS, John Parlee was hired on December 8, 2003 and has served the District for 12 years as a full time employee; and

WHEREAS, John Parlee has been a key employee in the District's Electrical and Mechanical area where he provided his technical expertise to maintain the instrumentation and radio communication equipment that are critical to the operation of the Casitas water system; and

WHEREAS, John Parlee served many years as a union steward; and

WHEREAS, John Parlee has chosen to retire effective April 30, 2016; and

WHEREAS, the Board of Directors wish to take proper notice and express appreciation for the dedicated service that Mr. Parlee has rendered to Casitas.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District as follows:

The Board of Directors hereby expresses its congratulations and sincere appreciation to John Parlee for his twelve years of service to Casitas.

ADOPTED this 27th day of April, 2016

Pete Kaiser, President
Casitas Municipal Water District

Attest:

James W. Word, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 4/14/16-4/18/16
Presented to the Board of Directors For Approval April 27, 2016

Check	Payee			Description	Amount
000637	Payables Fund Account	#	9759651478	Accounts Payable Batch 041416	\$111,194.32
000638	Payables Fund Account	#	9759651478	Accounts Payable Batch 041816	\$95,059.31
					\$206,253.63
000639	Payroll Fund Account	#	9469730919	Estimated Payroll 5/12/16	\$155,000.00
					\$155,000.00
				Total	\$361,253.63

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

The above numbered checks, 000637-000639 have been duly audited is hereby certified as correct.

Denise Collin 4/19/16
Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 04/09/16
Pay Date of 04/14/16
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

A/P Fund

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

000637	A/P Checks:	023356-023368
	A/P Draft to P.E.R.S.	041463
	A/P Draft to State of CA	041462
	A/P Draft to I.R.S.	041461
	Voids:	

000638	A/P Checks:	023369-023445
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	041862
	A/P Draft to I.R.S.	041861
	Voids:	023410-023411

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

 4/19/14

Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

4/19/2016 8:16 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 4/14/2016 THRU 4/18/2016

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/18/2016			023410		
C-CHECK	VOID CHECK	V	4/18/2016			023411		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		2	0.00	0.00	0.00
BANK:	TOTALS:	2	0.00	0.00	0.00

4/19/2016 8:16 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 4/14/2016 THRU 4/18/2016

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00021	AWA OF VENTURA COUNTY							
I-041316	Operators Technology Workshop	R	4/14/2016	765.00		023356		765.00
00756	BOARD OF EQUALIZATION							
I-041316	Use Tax Return 1530015	R	4/14/2016	2,452.00		023357		2,452.00
01272	LISA KOLAR							
I-Mar 16	Reimburse Expenses 3/16	R	4/14/2016	85.39		023358		85.39
01270	SCOTT LEWIS							
I-Mar 16	Reimburse Expenses 3/16	R	4/14/2016	1,345.05		023359		1,345.05
00347	Ojai Recreation Department							
I-041316	Summer 2016 Activity Guide Ad	R	4/14/2016	450.00		023360		450.00
01345	MICHAEL SHIELDS							
I-Mar 16	Reimburse Expenses 3/16	R	4/14/2016	525.71		023361		525.71
02643	Take Care by WageWorks							
I-041216	Reimburse Medical	R	4/14/2016	312.06		023362		312.06
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201604121084	457 CATCH UP	R	4/14/2016	461.54		023363		
I-DCI201604121084	DEFERRED COMP FLAT	R	4/14/2016	1,859.62		023363		
I-DI%201604121084	DEFERRED COMP PERCENT	R	4/14/2016	44.90		023363		2,366.06
01960	Moringa Community							
I-MOR201604121084	PAYROLL CONTRIBUTIONS	R	4/14/2016	16.75		023364		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201604121084	457 CATCH UP	R	4/14/2016	211.53		023365		
I-DCN201604121084	DEFERRED COMP FLAT	R	4/14/2016	3,983.85		023365		
I-DN%201604121084	DEFERRED COMP PERCENT	R	4/14/2016	319.30		023365		4,514.68
00180	S.E.I.U. - LOCAL 721							
I-COP201604121084	SEIU 721 COPE	R	4/14/2016	12.00		023366		
I-UND201604121084	UNION DUES	R	4/14/2016	709.00		023366		721.00
01400	STATE DISBURSEMENT UNIT							
I-CS4201604121084	Payroll Deduction 10-D000121	R	4/14/2016	818.57		023367		818.57
00230	UNITED WAY							
I-UWY201604121084	PAYROLL CONTRIBUTIONS	R	4/14/2016	60.00		023368		60.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 4/14/2016 THRU 4/18/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02587	A&M LAWMOWER SHOP							
I-42168	Stihl Chainsaw for LCRA Maint	R	4/18/2016	519.92		023369		519.92
02333	A-1 Truck & Equipment							
I-29179	Body Work on #51, Hit & Run	R	4/18/2016	3,281.23		023370		3,281.23
01707	AIRGAS SPECIALTY PRODUCTS							
I-131432975	Ammonium Hydroxide for TP	R	4/18/2016	3,227.80		023371		3,227.80
00010	AIRGAS USA LLC							
C-9049399854cm	Credit Inv#9049399854	R	4/18/2016	53.28CR		023372		
I-9049305235	Welding Supplies for Pipelines	R	4/18/2016	159.27		023372		
I-9049399854	Welding Supplies for Pipelines	R	4/18/2016	171.62		023372		
I-9049488578	Voltage Labels for Pump Plants	R	4/18/2016	83.06		023372		360.67
00836	AMERICAN RED CROSS							
C-04282246	Inv#10435700	R	4/18/2016	432.00CR		023373		
D-10441956	CPR Training	R	4/18/2016	432.00		023373		
I-10435700	CPR Training	R	4/18/2016	432.00		023373		432.00
00022	AMERICAN WATER WORKS ASSOC.							
C-7001190491a	Accrue Use Tax	R	4/18/2016	53.70CR		023374		
D-7001190491a	Accrue Use Tax	R	4/18/2016	53.70		023374		
I-7001190491	Standard Revisions for Engin	R	4/18/2016	716.00		023374		716.00
00014	AQUA-FLO SUPPLY							
I-909090	PVC Parts for LCRA Maint	R	4/18/2016	63.54		023375		63.54
02179	Art Street Interactive							
I-124790	Res Sys Website, Hosting/Maint	R	4/18/2016	542.15		023376		542.15
00020	AVENUE HARDWARE, INC							
I-62726	Drill Bits for UOPP Unit#2	R	4/18/2016	46.12		023377		
I-62907	Lags for SA Ramp Matting	R	4/18/2016	123.12		023377		169.24
01023	CARQUEST AUTO PARTS							
I-7294492236	Fuel Cap, Wiper Blades, #22	R	4/18/2016	50.69		023378		50.69
00055	CASITAS BOAT RENTALS							
I-Mar 16 Cafe Passes	Reimburse Cafe Passes	R	4/18/2016	1,321.41		023379		1,321.41
00055	CASITAS BOAT RENTALS							
I-Mar 16 Gas	Gas for Boats at LCRA	R	4/18/2016	535.99		023380		535.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01843	COASTAL COPY							
I-664336	Copier Usage, Dist Ofc	R	4/18/2016	301.27		023381		301.27
00511	Community Memorial Hospital							
I-020516a	DOS 2/5/16 Claim#14-15659	R	4/18/2016	48.35		023382		48.35
00061	COMPUWAVE							
I-SB02082842	Toner for LCRA	R	4/18/2016	55.93		023383		
I-SB02082942	Printers for LCRA	R	4/18/2016	395.60		023383		
I-SB02083189	Printer for Acctg Mgr	R	4/18/2016	1,644.75		023383		2,096.28
00719	CORELOGIC INFORMATION SOLUTION							
I-81681072	Realquest Subscription	R	4/18/2016	137.50		023384		137.50
01764	DataProse, LLC							
I-DP1600701	UB Mailing 3/31/16	R	4/18/2016	1,894.83		023385		1,894.83
00076	DEKREEK TECHNICAL SERVICES							
I-66039	Scada Work for TP, E&M	R	4/18/2016	1,770.00		023386		1,770.00
02544	Department of Justice							
I-160247	Fingerprinting	R	4/18/2016	32.00		023387		32.00
00748	DEPT. OF FISH & GAME							
I-041816	F&G Agreement, Ramp Maint	R	4/18/2016	613.75		023388		613.75
00662	Diamond A Equipment							
I-IX68866	Paint, Adhesive for Unit#104	R	4/18/2016	43.76		023389		
I-IX68867	Paint for #104, Bobcat	R	4/18/2016	29.31		023389		
I-IX69016	Nuts for Mower at LCRA	R	4/18/2016	3.24		023389		76.31
00085	DON'S INDUSTRIAL SUPPLIES, INC							
I-358756	Adapter for Rented Excavator	R	4/18/2016	21.10		023390		
I-358778	Hose for PL, Wipes, Scrubs	R	4/18/2016	44.89		023390		65.99
00086	E.J. Harrison & Sons Inc							
I-1203	Acct#500546088	R	4/18/2016	840.00		023391		840.00
00090	ENVIRONMENTAL RESOURCE ASSOC							
I-787914	Lab Supplies	R	4/18/2016	179.36		023392		179.36
00013	FERGUSON ENTERPRISES INC							
I-3147494	Waterless Urinals for LCRA	R	4/18/2016	517.21		023393		517.21

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 4/14/2016 THRU 4/18/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00099	FGL ENVIRONMENTAL I-603214A Manganese 3/18/16	R	4/18/2016	70.00		023394		70.00
00104	FRED'S TIRE MAN I-89808 Windshield Wipers for #41 I-90034 1 Tire #29, Flat Repair 19 & 38 I-90479 Oil Change #18 I-90494 Oil Change, #53, Dump Truck I-90497 Oil Change #34	R R R R R	4/18/2016 4/18/2016 4/18/2016 4/18/2016 4/18/2016	75.14 209.82 39.67 42.90 39.67		023395 023395 023395 023395 023395		407.20
00106	FRONTIER PAINT I-F0213046 Paint for Waterpark I-F0213409 Paint Supplies for Waterpark I-F0213410 Paint Supplies for Waterpark	R R R	4/18/2016 4/18/2016 4/18/2016	975.88 29.14 5.29		023396 023396 023396		1,010.31
01280	FRY'S ELECTRONICS, INC. I-6293965 Computer Switch, Cable, LCRA	R	4/18/2016	493.47		023397		493.47
02720	Garda CL West, Inc. I-10196686 Armored Truck Service 4/16	R	4/18/2016	603.29		023398		603.29
00115	GRAINGER, INC I-9063804893 Shredder Bin	R	4/18/2016	33.12		023399		33.12
00746	GREEN THUMB INTERNATIONAL I-477379 Plants for Dist Office Garden	R	4/18/2016	39.13		023400		39.13
00369	HARRINGTON INDUSTRIAL PLASTICS I-01392645 Valve Balls for TP Chlorine	R	4/18/2016	818.56		023401		818.56
00596	HOME DEPOT I-3921633 Larger TP Holders, Dist Ofc	R	4/18/2016	102.02		023402		102.02
00127	INDUSTRIAL BOLT & SUPPLY I-1670541 Hex Nuts & Bolts for Line Rpr I-1674321 Tools, Washers for Waterpark I-1674641 Cap Screws for Fairview PP	R R R	4/18/2016 4/18/2016 4/18/2016	886.88 28.23 60.50		023403 023403 023403		975.61
00872	Irrisoft, Inc. I-5743 Weather Station Signal Service	R	4/18/2016	79.00		023404		79.00
02344	Janitek Cleaning Solutions I-23043A RR Floors, Spot Clean Carpets	R	4/18/2016	200.00		023405		200.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 4/14/2016 THRU 4/18/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
10241	LBL EQUIPMENT REPAIR, INC New Couplers for Spray Rig 267	R	4/18/2016	1,805.21		023406		1,805.21
00328	LIGHTNING RIDGE Clothing for New O&M CS	R	4/18/2016	268.42		023407		268.42
02329	Matson Industrial Finishing Paint Spool for Filter #4	R	4/18/2016	596.00		023408		596.00
00151	MEINERS OAKS ACE HARDWARE							
	C-714061 Staples Exchanged Inv#713995	R	4/18/2016	9.78CR		023409		
	I-710713 Pliers, Roundup for Waterpark	R	4/18/2016	44.75		023409		
	I-711311 Wet/Dry Vac for Waterpark	R	4/18/2016	108.99		023409		
	I-711329 Hardware for LCRA Maint	R	4/18/2016	122.81		023409		
	I-711940 Blade for #43 Jig Saw, DM	R	4/18/2016	4.88		023409		
	I-712246 WP River Repair Parts	R	4/18/2016	191.84		023409		
	I-712390 Cleaning Supplies for PL Shop	R	4/18/2016	17.35		023409		
	I-712445 Wrench, Edger Blade for WP	R	4/18/2016	23.53		023409		
	I-712752 Fasteners, Elec Supplies, WP	R	4/18/2016	41.33		023409		
	I-712813 Lag Screws, Hog Rings, Maint	R	4/18/2016	44.26		023409		
	I-712992 Supplies for Pipelines	R	4/18/2016	65.75		023409		
	I-713006 Nut, Bolts for Fisheries	R	4/18/2016	1.59		023409		
	I-713107 Broad Hinges, Staples for PL	R	4/18/2016	13.66		023409		
	I-713124 Broom for Pump Plants	R	4/18/2016	15.06		023409		
	I-713154 Parts for Pedestals at LCRA	R	4/18/2016	447.04		023409		
	I-713281 Shade Cloth for Scada Panels	R	4/18/2016	73.21		023409		
	I-713283 Shade Cloths for Scada Panels	R	4/18/2016	73.21		023409		
	I-713341 Parts for Pedestals at LCRA	R	4/18/2016	96.99		023409		
	I-713432 Padlock, Keys Made for DM	R	4/18/2016	21.88		023409		
	I-713463 Hardware for LCRA Maint	R	4/18/2016	42.38		023409		
	I-713937 Screws, Hooks, Bolts, Maint	R	4/18/2016	25.21		023409		
	I-713995 Tacker, Staples for LCRA Maint	R	4/18/2016	37.14		023409		
	I-714077 Pliers for IT Dept	R	4/18/2016	16.62		023409		
	I-714091 Bolts & Screws for UOPP	R	4/18/2016	5.12		023409		
	I-714140 Latex Gloves, LCRA Maint	R	4/18/2016	20.47		023409		
	I-714300 Bolts & Screws for UOPP	R	4/18/2016	1.94		023409		
	I-714308 Oil, Saw for IT Dept	R	4/18/2016	9.57		023409		1,556.80
09342	MERRIMAN PAVING & EXCAVATING Additional Asphalt Patching	R	4/18/2016	2,685.00		023412		2,685.00
01157	MURCAL, INC. Pressure Switch, Pump Plant	R	4/18/2016	231.13		023413		231.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00163	I-832664185001							
	OFFICE DEPOT							
	Office Supplies	R	4/18/2016	82.37		023414		82.37
00625	I-45480336							
	OfficeTeam							
	Admin Temp	R	4/18/2016	585.09		023415		585.09
01570	I-369914							
	Ojai Auto Supply LLC							
	Parking Brake Release Cable#28	R	4/18/2016	55.35		023416		
	I-369992							
	Clips for LCRA Maint	R	4/18/2016	1.23		023416		
	I-370154							
	Blades for O&M CS	R	4/18/2016	15.89		023416		72.47
00169	I-18203							
	OJAI VALLEY SANITARY DISTRICT							
	Cust#20594	R	4/18/2016	166.08		023417		
	I-18278							
	Cust#52921	R	4/18/2016	55.36		023417		221.44
00383	I-139594							
	ON DUTY UNIFORMS & EQUIPMENT							
	Uniforms for PSO	R	4/18/2016	248.33		023418		
	I-139596							
	Uniform for PSO	R	4/18/2016	248.33		023418		
	I-140258							
	Uniforms for APSO	R	4/18/2016	834.03		023418		1,330.69
01627	I-12383							
	OSCAR'S TREE SERVICE							
	Tree Service in A3	R	4/18/2016	950.00		023419		950.00
02246	I-63880							
	City of Oxnard							
	Large Landscape Survey Grant	R	4/18/2016	4,938.09		023420		4,938.09
02833	I-72807113							
	Praxair, Inc							
	Liquid Oxygen for TP	R	4/18/2016	2,031.23		023421		
	I-72854852							
	Liquid Oxygen for TP	R	4/18/2016	2,014.18		023421		
	I-72869070							
	Liquid Oxygen for TP	R	4/18/2016	2,106.43		023421		
	I-72876843							
	Liquid Oxygen for TP	R	4/18/2016	2,102.49		023421		
	I-72899185							
	Liquid Oxygen for TP	R	4/18/2016	2,172.88		023421		10,427.21
10042	I-7593							
	PSR ENVIRONMENTAL SERVICE, INC							
	Gas Tank Inspection, Main Yard	R	4/18/2016	210.00		023422		
	I-7594							
	Gas Tank Inspection, LCRA	R	4/18/2016	210.00		023422		420.00
02767	I-201628							
	Pueblo Water Resources, Inc.							
	Mira Monte Well Assessment	R	4/18/2016	3,230.00		023423		3,230.00
02759	I-1600067							
	The Pun Group							
	Audit Services for YE 6/30/16	R	4/18/2016	2,350.00		023424		2,350.00

VENDOR SET: 01 Casitas Municipal Water D
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 DATE RANGE: 4/14/2016 THRU 4/18/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00310	Ron Turley Associates, Inc.							
I-46485	RTA Training Courses,Downloads	R	4/18/2016	588.00		023425		588.00
02475	Rutan & Tucker, LLP							
I-744235	Acct#0295180001 3/16	R	4/18/2016	2,144.00		023426		2,144.00
02756	SC Fuels							
I-0552943IN	Diesel for TP Generator	R	4/18/2016	441.36		023427		
I-0553778IN	Gas & Diesel for LCRA	R	4/18/2016	2,511.52		023427		
I-0564785IN	Gas & Diesel for LCRA	R	4/18/2016	2,376.78		023427		
I-0567993IN	Diesel for Main Yard	R	4/18/2016	587.64		023427		5,917.30
02703	Sunbelt Rentals							
I-59016362001	Excavator Rental, Rincon Main	R	4/18/2016	3,260.44		023428		3,260.44
02841	Sunshine Driving School							
I-040516	Defensive Driving Class 4/20	R	4/18/2016	800.00		023429		800.00
02643	Take Care by WageWorks							
I-4233341	Reimburse Medical	R	4/18/2016	123.80		023430		123.80
01954	Talley, Inc.							
I-10241812	Antenna Mounting Kit, E&M TM	R	4/18/2016	1,015.63		023431		1,015.63
02840	Techstone Inc.							
I-10227	Concrete Overlay Products,LCRA	R	4/18/2016	555.72		023432		555.72
01959	The Wharf							
I-94296	Coveralls, Boots for O&M CS	R	4/18/2016	109.54		023433		109.54
02527	Traffic Technologies LLC							
I-20895	Signs for LCRA Maint	R	4/18/2016	59.81		023434		59.81
00250	COUNTY OF VENTURA							
I-IN0149180	Underground Tank Fees, DO	R	4/18/2016	2,396.10		023435		
I-IN0149188	CUPA Fees Chlorination Station	R	4/18/2016	3,833.75		023435		6,229.85
02666	Ventura County Resource Conser							
I-210574	Irrigation Evaluation	R	4/18/2016	375.00		023436		375.00
09955	VENTURA WHOLESALE ELECTRIC							
I-202314	UV Installation at Waterpark	R	4/18/2016	135.72		023437		135.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01283	Verizon Wireless							
	I-9763184176 3 Ipads for GIS	R	4/18/2016	1,876.06		023438		
	I-9763184176a Monthly Cell Charges, DO & TP Acct#77062830400001	R	4/18/2016	1,069.45		023438		
	I-9763184727 Monthly Cell Charges, LCRA Acct#77232361800001	R	4/18/2016	486.35		023438		3,431.86
00663	WAXIE SANITARY SUPPLY							
	I-75890323 Cleaning Supplies, LCRA	R	4/18/2016	36.06		023439		36.06
00270	Wells Fargo Bank							
	C-040816h Signs Returned	R	4/18/2016	98.50CR		023440		
	C-040816i Cancel ACWA Registration	R	4/18/2016	620.00CR		023440		
	C-040816j Accrue Use Tax on Signs	R	4/18/2016	29.55CR		023440		
	D-040816j Accrue Use Tax on Signs	R	4/18/2016	29.55		023440		
	I-040816 Slide for Waterpark	R	4/18/2016	1,934.10		023440		
	I-040816a Unisex Aluminum Restroom Signs	R	4/18/2016	394.00		023440		
	I-040816b Notary Membership	R	4/18/2016	179.00		023440		
	I-040816c 3 GPS Receiving Unts	R	4/18/2016	446.97		023440		
	I-040816d Notary Training & Materials	R	4/18/2016	592.37		023440		
	I-040816e Confined Space DVD	R	4/18/2016	181.68		023440		
	I-040816f Repair Car Door	R	4/18/2016	150.00		023440		
	I-040816g O&M Meter Manual	R	4/18/2016	80.00		023440		3,239.62
00271	WEST COAST AIR CONDITIONING							
	I-S73911 Remove/Replace HVAC, LCRA	R	4/18/2016	5,990.00		023441		5,990.00
00403	WESTERN WATER WORKS SUPPLY CO.							
	I-41378300 Meter Parts, Warehouse Stock	R	4/18/2016	1,921.40		023442		1,921.40
00274	JAMES WORD							
	I-Dec 15 Reimburse Mileage 12/15	R	4/18/2016	41.40		023443		
	I-Feb 16 Reimburse Mileage 2/16	R	4/18/2016	83.16		023443		
	I-Jan 16 Reimburse Mileage 1/16	R	4/18/2016	61.56		023443		
	I-Mar 16 Reimburse Mileage 3/16	R	4/18/2016	61.56		023443		247.68
00497	SUSAN McMAHON							
	I-040816 Aflac Premuim Refund	R	4/18/2016	2,372.16		023444		2,372.16
00180	S.E.I.U. - LOCAL 721							
	I-UND201604141085 UNION DUES	R	4/18/2016	16.75		023445		16.75
00128	INTERNAL REVENUE SERVICE							
	I-T1 201604121084 Federal Withholding	D	4/14/2016	29,296.13		041461		
	I-T3 201604121084 FICA Withholding	D	4/14/2016	26,756.22		041461		
	I-T4 201604121084 Medicare Withholding	D	4/14/2016	6,257.56		041461		62,309.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 201604121084	State Withholding	D	4/14/2016	9,959.45		041462		9,959.45
00187	CALPERS							
I-PBB201604121084	PERS BUY BACK	D	4/14/2016	66.87		041463		
I-PBP201604121084	PERS BUY BACK	D	4/14/2016	161.96		041463		
I-PEB201604121084	PEBRA EMPLOYEES PORTION	D	4/14/2016	2,079.04		041463		
I-PER201604121084	PERS EMPLOYEE PORTION	D	4/14/2016	9,855.08		041463		
I-PRB201604121084	PEBRA EMPLOYER PORTION	D	4/14/2016	2,074.69		041463		
I-PRR201604121084	PERS EMPLOYER PORTION	D	4/14/2016	10,255.05		041463		24,492.69
00128	INTERNAL REVENUE SERVICE							
I-T3 201604141085	FICA Withholding	D	4/18/2016	50.80		041861		
I-T4 201604141085	Medicare Withholding	D	4/18/2016	11.88		041861		62.68
00187	CALPERS							
I-PEB201604141085	PEBRA EMPLOYEES PORTION	D	4/18/2016	25.61		041863		
I-PRB201604141085	PEBRA EMPLOYER PORTION	D	4/18/2016	25.56		041863		51.17

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	88	109,377.73	0.00	109,377.73
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	96,875.90	0.00	96,875.90
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			93	206,253.63	0.00	206,253.63
BANK: AP		TOTALS:	93	206,253.63	0.00	206,253.63
REPORT TOTALS:			95	206,253.63	0.00	206,253.63



**A CURRENT ASSESSMENT OF
PUBLIC SAFETY SERVICES AT LAKE CASITAS
AND SURROUNDING DISTRICT PROPERTY**



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LAWRENCE BEACH | ATTORNEYS AT LAW
ALLEN & CHOI • PC

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Chapter 1

Introduction & Methodology

This office was retained by the Casitas Municipal Water District’s (“District”) Board of Directors (“Board”) to evaluate the current public safety program within the Lake Casitas Recreation Area (“Recreation Area”). We understand that one of the Board’s goals is to implement best public safety practices at the Recreation Area so that its popular facilities continue to remain open to members of the public while being enjoyed in a safe and secure manner. We further understand that the Board desires to accomplish this task in a fiscally responsible manner. Like other public agencies, the Board must necessarily balance competing interests, but it is our hope that this report will assist the Board in its management of its resources.

In order to inform our analysis, we gathered relevant information from a variety of sources. The primary source of information came from the District’s staff through interviews, an inspection of the Recreation Area, and a thorough review of various documents regarding the Recreation Area. We also made contact with interested stakeholders, including the Ventura County Sheriff’s Department, the Ojai Police Department, and the California Commission on Peace Officer Standards & Training. Additionally, we contacted private vendors in the public safety industry who regularly consult for and provide services to private and public institutions.¹

In this report, we start with a brief description of the Recreation Area and the degree and nature of its use by patrons over recent years. We also include information about the adjacent federal property under management by the District.

Next, we provide a summary of current operations at the Recreation Area, resulting costs, as well as a review of the status of the District’s on-going working relationships with local, state, and federal public safety agencies.

¹ For the convenience of the Board, accompanying this report are a compilation of Exhibits of the documents referenced herein.

Thereafter, we address the District's current Ordinances and related state laws that pertain to manage and public safety issues at the Recreation Area. This section also provides an overview of the legal basis for employing public safety staff with peace officer powers.

Lastly, based on the above, we outline several different approaches that the Board may implement, separately or in combination with each other, based on what the Board determines is in the District's best interests.

We would like to thank the Board for the opportunity to assist in its proactive efforts to provide and improve upon the services it provides to patrons at the Lake Casitas Recreation Area.

Chapter 2

General Overview of Lake Casitas and Surrounding Areas

A. Current Overview of the Lake Casitas Recreation Area.

The Recreation Area is a campground open to the public year round. The Recreation Area consists of numerous family oriented activities and facilities that attract many visitors, especially during holidays and the summer season. There are over 400 camping sites for tents and RVs and an additional “overflow” area for holidays and summer weekends when the regular camping sites are occupied. There is no set maximum capacity as to how many patrons can camp in the Recreation Area as long as there is space available.

Within the Recreation Area there is the Casitas Water Adventure, which is a small water park that is open during the summer months. This area is designed for young children and families and includes a water park and a “lazy river” for swimming. The maximum occupancy of the Casitas Water Adventure is 1,200 patrons. The Recreation Area also has an RV/Boat gated storage area where patrons may pay a monthly fee to park and store their recreational vehicles.

There are several other activities that patrons enjoy at the Recreation Area, including boating, hiking, fishing, and biking. With these activities, visitors are able to traverse the entire perimeter of the lake and the District’s boundaries. As such, Recreation Area staff are responsible for the safety and security of all visitors throughout the entire Recreation Area, which includes 1.7 square miles just for the lake alone.

Over 500,000 patrons visit the Recreation Area each year. Based on the number of vehicles that have entered the Recreation Area, it is estimated that in 2013, there were 617,512 visitors; in 2014, there were 559,748 visitors; and in 2015, there were 511,916 visitors. The number of patrons varies significantly depending on the season. For example, in 2015, there were 21,188 visitors in February but in July of that same year there were over 80,000 visitors. (See the 2015 Recreation Area’s Visitor Log, “Exhibit 1.”)

It can be difficult to accurately predict how many people will visit the Recreation Area on a daily basis year round, with the primary factors being weather and holidays. For example, the number of visitors on some summer days reaches 6,000. On Easter Sunday of 2015, however, there were an estimated 16,000 visitors on that day alone. Moreover, according to the Park Services Manager, the number of visitors on Easter Sunday in 2016 increased to nearly 25,000.

B. Agreements With the Federal Government Regarding the Management of the Reservoir Area Surrounding Lake Casitas.

The land surrounding Casitas Lake is owned by the federal government, who has entered into formal written agreements with the District for its use and management. Specifically, the October 7, 2011 Management Agreement between the United States Department of Interior (Bureau of Reclamation) and the District (“Management Agreement”) states that the District will, within the limits of its authority, adopt and enforce rules and regulations for public conduct within the Reservoir Area as necessary and desirable to protect the health and safety of persons using the Reservoir Area, for the preservation of law and order, and for the protection of resources, lands and recreation Facilities. (See, Management Agreement, Exhibit “2” at page 7, line 161 through page 8, line 164.)

The Management Agreement allows for the “reliance upon the Ventura County Sheriff’s Department, the California Highway Patrol, and/or other law enforcement agencies to enforce applicable Federal and State laws, as well as local rules and regulations, and to assist District Park Services Officers as necessary in the enforcement of ordinances within the Reservoir Area, to maintain and preserve order, and protect recreation facilities, resources and lands. (Id., at page 8, lines 176 -180.)

The Management Agreement also allows for a Bureau of Reclamation Regional Special Agent (“RSA”) to collaborate with District personnel in the exchange of law enforcement information on a case-by-case basis. The Agreement states that the RSA is available to provide resources and expertise as applicable and necessary to address violations of federal laws, at no cost to the District. (Id., at page 13, lines 280-284.)

Lastly, under the Management Agreement, the District has agreed to indemnify and hold the United States Government and all of its employees and contractors harmless for 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 District's activities, except for any negligent acts or omissions by employees of the Federal Government. (Id., at page 13, lines 292-297.)

Chapter 3

Public Safety Demands, Resources & Interactions

With Local Public Safety Agencies

A. Field Observations.

On March 3, 2016, we toured the Recreation Area with the Park Services Manager and a Park Service Officer (“PSO”). We were shown the scope and size of Lake Casitas and the surrounding campgrounds, as well as the perimeter outside the Recreation Area required to be patrolled, also known as the Watershed. While the Recreation Area did not have many campers this day, there were numerous visitors hiking, fishing, and boating.

During our visit, the gated area where patrons pay a monthly fee to store their recreation vehicles was in good condition but we were informed there have been prior incidences where stored vehicles have been broken into. We also noted that the vehicles driven by the PSOs are marked with the logo for the Lake Casitas Recreation Area, but they do not distinguish the PSOs from other staff. The boats utilized by PSOs, however, are marked as patrol vessels.

B. Current Park Services Operations, Staffing & Resources.

Currently, the Recreation Area has four PSOs, with titles PSOs I-IV. Due to staffing shortages, the PSOs are currently working 12 hour shifts four to five days a week, which results in significant overtime costs. During busy time periods (such as holidays and summer months), the District supplements its public safety needs with personnel from the Ventura County Sheriff’s Department (“VCSD”). Specifically, the District has a long standing written agreement with the VCSD and uses sworn deputies as additional public safety personnel at the Recreation Area. The District is billed by the VCSD for these additional resources at an overtime rate. This inter-agency agreement is discussed further below.

The District’s PSOs are outfitted in patrol uniforms, similar to that of a police officer. On each uniform is a patch and badge that identifies the PSOs as Lake Casitas Officers. Each PSO is also equipped with a duty belt. Based on the information we have received, other than a radio, currently the PSOs are not issued

any equipment. However, there are no policies permitting or disallowing the carrying of safety equipment except for firearms and batons, which are strictly prohibited. A PSO we spoke with was equipped with handcuffs, gloves, knife, flashlight, pepper spray, and a radio.

The PSOs have access to several patrol trucks and vessels. The patrol trucks have been affixed with emergency lights; however, they do not display any insignias identifying them as emergency vehicles. The patrol trucks merely bear a logo that states “Casitas Municipal Water District.” The patrol vessels also do not display any emergency or law enforcement insignias, but they do have a logo that identifies the boat as “Lake Patrol.”

C. Budget, Finance, and Staff Support.

We received various budgetary and finance documents related to the Recreation Area. The hourly rate for PSOs depends on their level of employment. (See the Recreation Area’s 2015 Revenue & Expense Report, “Exhibit 3.”) The Memorandum of Understanding between the District and the staff’s collective bargaining unit states that overtime is paid after eight hours of work in a 24 hour period. The District also has a shift pay differential that adds 5% to the hourly rate for staff who either start working before 6:30 a.m. or conclude working after 7:30 p.m. Based on these standards, the hourly rates for the PSOs are:

PSO I = \$25.48 per hour and \$38.23 per overtime hour.

PSO II = \$29.36 per hour and \$44.04 per overtime hour.

PSO III = \$33.85 per hour and \$50.76 per overtime hour.

PSO IV = \$38.97 per hour and \$59.03 per overtime hour.

D. Annual Costs for PSO Compensation.

The most recent Park Services compensation data we obtained from the District’s Human Resources Department was from 2014, which detailed the amount each PSO earned in salary, overtime, and benefits. In 2014, there were a total of eight PSOs. There were three employees designated as PSO I, one employee designated as PSO II, three employees designated as PSO III, and one

employee designated as PSO IV. The total compensation for PSOs for 2014 was approximately \$679,000 in salary and benefits. The total regular pay was \$395,285, with an additional \$141,874 in overtime pay. (See 2014 PSO Compensation, “Exhibit 4.”)

E. Historical Demands for Public Safety Services.

We were provided a copy of the PSO Incident Logs from 2011 to 2015, which list all PSO contacts and public safety incidents for each year:

Year	Number of Incidents
2011	108
2012	110
2013	151
2014	200
2015	208

Based upon the incidents that we reviewed that were logged, the majority of events involved personal injuries and/or other medical issues. However, there were also a significant number of incidents involving disputes between campers and/or domestic violence. (See 2015 Incident Log, “Exhibit 5.”) From 2011 to 2015, there were approximately 50 incidents that involved suicide, death of unknown cause, weapons, and/or arrests.

We also received and reviewed a sampling of incident reports generated in 2015 involving the VCSD, California Highway Patrol, and/or federal law enforcement. There were 52 incident reports involving the VCSD (with 10 arrests made); 13 of these incidents were PSOs assisting in 911 calls and two of these incident reports involved PSOs assisting a VCSD deputy’s self-initiated action that arose from their routine coverage of the Recreation Area. The calls varied from trespass, 5150 arrests (involuntary mental commitment), DUIs, and noise complaints to more serious calls such as suicide threats, reported shots being fired, and domestic abuse. Additionally, we were provided 10 incident reports involving

the California Highway Patrol, which typically involved DUI arrests and traffic accidents. Finally, we were provided several incident reports involving federal law enforcement agencies, such as the U.S. Forest Service, which involved citations and arrests for violations of federal law.

VCSD Captain Dave Kenney, who is also the City of Ojai Chief of Police, informed us that his agency responded to or initiated a total of 114 incidents at the Recreation Area in 2015. 69 of these incidents were calls to assist PSOs and 45 of these incidents were self-initiated by deputies from the Ojai Police Department as part of their routine coverage and patrol of the Lake Casitas Area.

F. Relationships With And Input From Local Public Safety Agencies.

District PSOs have always been supported by the VCSD, either by them being specifically dedicated to the Recreation Area at a cost to the District, or as part of their routine beat at no additional cost to the District. The cost for dedicating VCSD deputies to patrol in the Recreation Area has ranged from over \$1,600 a day to nearly \$11,000 for the Labor Day Weekend of 2015.

On March 23, 2016, we met with VCSD Undersheriff Gary Pentis and on March 24, 2016, we met with Ojai Chief of Police Dave Kenney. The purpose of our meetings was to gather information from neighboring law enforcement agencies that respond to calls for service from the Recreation Area.

During our meeting with Chief Kenney, we were informed that there is a strong relationship between the Ojai Police Department and the Recreation Area staff. Chief Kenney informed us that his deputies have always patrolled the Recreation Area as part of their usual area of patrol, labeled as the “A2 Beat”. Chief Kenney provided us with a copy of the “Agreement Providing for Safety and Assistance Within District Boundaries” that was signed on June 26, 1991. (See “Exhibit 6”.) In this Agreement, the County of Ventura agrees to provide the District supplementary services and assistance, including necessary personnel and equipment, through the VCSD. (Exhibit 6, page 1.) Under this Agreement, the District has agreed to pay the VCSD for these services at the prevailing County Board of Supervisor’s approved rate. (Exhibit 6, page 2.) According to Chief Kenney, this Agreement is still in effect today.

Undersheriff Pentis has extensive experience with public safety issues in the Ojai and Lake Casitas areas. He indicated that there has always been a good working relationship between his agency and the District concerning public safety issues. He also indicated that if the Board, in its discretion, believed that its public safety services at the Recreation Area could be improved by contracting for full-time (as opposed to overtime) deputy services, then that could be a viable option.

The District's PSOs are further supported by California Department of Fish & Wildlife game wardens and United States Forest Service law enforcement personnel who occasionally patrol the Recreation Area as part of their duties. However, it is difficult for District PSOs to rely upon these personnel since their areas of assignment are extremely large.

Chapter 4

District Ordinances and State Statutes Governing Public Safety Services on District Property

A. Casitas Municipal Water District Ordinances.

As a water district duly organized under the laws of the State of California, the District has several ordinances that address the operation of District property. There are two specific District ordinances that relate to public safety responsibilities and tasks within separate areas of the District's territory. These two ordinances, discussed below, pertain to different real estate but concern the same subject (i.e., public safety and protection of District property). However, they use different designations for District employees who are performing public safety functions. As part of its review, the Board may wish to bring these ordinances into alignment.

First, District Ordinance No. 14-01 ("Ordinance No. 14-01") establishes rules and regulations of public use in the Recreation Area. This Ordinance designates the District's public safety employees as Park Service Officers. Ordinance No. 14-01, Sec. 1.8. (See Ordinance No. 14-01 "Exhibit 7" with a schedule of Ordinance violations and fines authorized by Ordinance No. 14-01, "Exhibit 8.")

Section 2.1.1 of Ordinance No. 14-01 states that PSOs are empowered to enforce within the park all of the provisions of the Ordinance and any amendment or amendments thereto, the California Administrative Code Title 14, relating to Fish & Game regulations, and the California State Boating Law. Based on this Ordinance, the PSOs are authorized to enforce such laws and regulations inside the Recreation Area.

The authority afforded to the District through the California Water Code is incorporated into Ordinance No. 14-01 in Section 2.2. Water Code § 71660 provides:

A district may construct, maintain, improve, and operate public recreational facilities appurtenant to facilities operated or contracted to be operated by the district. It may by ordinance provide regulations binding upon all persons to govern the use of such facilities, including regulations imposing reasonable charges for the use thereof. Violation of district regulations relating to vehicle or boat speed limits, defacement of district property, the use, possession or discharge of firearms, weapons or fireworks, the creation of fire hazards, being under the influence of intoxicating beverages or dangerous drugs, or remaining on, or reentering district premises after an authorized district officer or employee has specifically withdrawn consent for a person to utilize district facilities, is a misdemeanor. Violation of any other regulation of the district adopted pursuant to this section is an infraction.

Second, District Ordinance No. 81-2 establishes rules and regulations for the management of the Charles M. Teague Memorial Watershed (“Watershed”). Unlike Ordinance 14-01, Ordinance 81-2 designates District employees who are providing public safety services as Rangers. (See, Ordinance No. 81-2, “Exhibit 9.”)

Therefore, the District has two ordinances concerning the District’s public safety employees but with differing designations: PSOs for the Recreation Area and Rangers for the Watershed. To ensure consistency between the District’s ordinances, the Board may choose to adopt a single designation and amend their ordinances accordingly. Additionally, it appears that Ordinance No. 81-2 should be updated based on the current Management Agreement between the United States and the District, discussed above.

B. State Statutory Authority Permitting Park Rangers.

California law provides municipal water districts with the option of designating peace officers (i.e., park rangers) to carry out public safety and enforcement services:

Cal. Penal Code § 830.34(d) – The following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

(d) Persons employed as a park ranger by a municipal water district pursuant to Section 71341.5 of the Water Code, if the primary duty of the park ranger is the protection of the properties of the municipal water district and the protection of the persons thereon.

Cal. Water Code § 71341.5 – (a) A district may employ park rangers who shall have the authority and powers conferred by subdivision (d) of Section 830.34 of the Penal Code upon peace officers.

(b) For the purposes of carrying out subdivision (a), the district **shall adhere** to the standards for recruitment and training of peace officers established by the Commission on Peace Officer Standards and Training pursuant to Title 4 (commencing with Section 13500) of Part 4 of the Penal Code.

(c) Every park ranger employed by a district shall conform to the standards for peace officers adopted by the Commission on Peace Officer Standards

and Training. Any park ranger who fails to conform to those standards shall not have the powers of a peace officer.

C. Minimum Legal Requirements for Employing Park Rangers.

As indicated above, if the District decides to employ Park Rangers, California law requires the District to adhere to the Commission on Peace Officer Standards and Training (“POST”) pursuant to Title 4 of Part 4 of the Penal Code. We spoke with Ralph E. Brown, a Legislative Consultant with the Commission on POST, regarding the minimum training standards required to be in compliance with the Penal Code under Water Code § 71341.5. According to Mr. Brown, under these statutes, Park Rangers would be obligated to, at a minimum, receive training in compliance with Penal Code § 832, which requires:

(a) Every person described in this chapter as a peace officer shall satisfactorily complete an introductory course of training prescribed by the Commission on Peace Officer Standards and Training. On or after July 1, 1989, satisfactory completion of the course shall be demonstrated by passage of an appropriate examination developed or approved by the commission. *Training in the carrying and use of firearms shall not be required of any peace officer whose employing agency prohibits the use of firearms.* (Emphasis added.)

(b) (1) Every peace officer described in this chapter, prior to the exercise of the powers of a peace officer, shall have satisfactorily completed the course of training described in subdivision (a).

These statutes do not require any additional or continued training for a district to remain in compliance with the law, however, we would highly recommend continual training of all Park Rangers.

Chapter 5 Options for the Board

We understand that one of the Board's goals at the Lake Casitas Area is the proper enforcement of state law, as well as the enforcement of its rules and regulations pursuant to its Ordinances, in order to maintain a safe and enjoyable environment for patrons, District staff, and proper management of District resources. Existing agencies already enforce state law at the Recreation Area, to the extent resources permit. However, these same agencies, unless under contract, will not enforce the District's rules and regulations. Therefore, the Board must try to strike a balance between relying upon existing resources (in order to reduce expenses) yet provide sufficient safety services in order to properly operate its facilities. To that end, we have outlined several options for the Board's consideration. Obviously, each option has advantages and no option is without drawbacks. Hopefully, keeping in mind the information set forth above, the Board can decide on one option, or some combination thereof, that best suits the needs of the District.

A. Decide Role/Responsibilities of PSOs.

The Board's first consideration should be the role and responsibilities of its public safety/security personnel. This preliminary issue determines what necessary steps should follow. The options for the Board as to the role of its public safety personnel and necessary steps are listed below:

1. **Observe And Identify Public Safety Issues That Arise At The Recreation Area With Limited Ability to Issue Citations; Must Contact The VCSD And/Or CHP For Any Response, Investigation, And Enforcement Of State Laws.**

This type of employee would be considered a non-peace officer with limited security responsibilities who could contact patrons who violate various District ordinances; however, they would have no authority to detain or arrest violators. Their limited role in enforcing the District's ordinances would be dependent on the amount of compliance and cooperation they receive from the individual violator.

Should they be faced with non-compliance or lack of cooperation, they would not have the legal authority of peace officers to detain or arrest a violator. Obviously, this lack of authority could at times create a void in the enforcement process of the District's ordinances.

Should the Board choose this approach, the following steps would be required:

1. Direct the Park Services Manager to issue updated job descriptions for all current Park Service Officers;
2. Insure that District policies are implemented to address the limited role of the Park Service Officers;
3. Direct the Park Services Manager to advise and train current Park Service Officers and new hires on their specific duties and the narrow limitations of their authority; and,
4. Consider a change in uniform to better reflect the job description and limited enforcement role of Park Service Officers to negate any confusion by staff or patrons that these employees are peace officers.

2. **Patrol The Recreation Area As Park Rangers With Authority To Enforce Local Ordinances, Detain Violators, And Effect Arrests Where Appropriate.**

This type of employee could contact patrons to enforce District ordinances, issue citations, and keep the peace, with legal authority to detain or arrest violators as appropriate. Currently, the District's Ordinance 14-01 does not designate public safety employees as peace officers but this could be remedied through an amendment based on the previously cited Water Code and Penal Code. Based upon compliance with all of the below requirements, this option would authorize Park Rangers to enforce laws, make limited detentions and arrests related to public offenses, issue citations, remove park visitors, tow vehicles and vessels, and remove private property belonging to patrons who violate the District's Ordinances and certain California state statutes.

The Board would have the ability to limit these Park Rangers' authority to on-duty conduct, as well as prohibit their use of firearms and other weapons.

Should the Board choose this approach, the following steps would be required:

1. The Board must formally authorize its public safety employees to have limited peace officer status and authority pursuant to the Water Code and the Penal Code;
2. The Board would also need to amend District Ordinance No. 14-01 to include those authorities and designate its employees as Park Rangers;
3. Direct the Park Services Manager to issue updated job descriptions for all employees designating them and new hires as Park Rangers;
4. Direct the Park Services Manager to institute the mandated training requirements of Penal Code § 832 for all current and new hire Park Rangers;
5. Insure that District policies are established and implemented consistent with the duties and responsibilities of the Park Ranger program;
6. Provide an updated Policy Manual concerning duties and responsibilities of Park Rangers to all current and new employees and review yearly with them to insure a strong working knowledge of what is required, including the limitations of their authority; and,
7. Insure that both the Human Resources Manager and Park Services Manager are fully trained on issues involving the hiring, training, disciplining, and terminating of employees designated as "peace officers" pursuant to the Peace Officer's Bill of Rights and Federal/State law.

3. **Contract With Local Law Enforcement To Provide Full Time Public Safety And Enforcement Functions At The Recreation Area.**

This option would allow for the enforcement of all of the District's Ordinances, as well as all state laws. Of all the options, this provides the most thorough public safety services, but it also the most expensive new cost to the District. Through Chief Kenney, we were able to inquire with VCSD's representatives (Susan Heath and Andrew Kish) about the potential yearly cost for contracting for one deputy, each day, for 12.5 hours a day. We were informed that the approximate cost of one deputy would be \$591,281 for fiscal year 2016/17.

Should the Board choose this approach, the following steps would be required:

1. The Board must take all steps outlined in Option A.1. above to insure that current employees and all future new hires fully understand their defined roles and that they are to utilize the services of the contracted police agency to address public safety issues at the Recreation Area; and,
2. If only one deputy is contracted for, the District would need to employ and/or hire additional security personnel as defined in Option A.1 to supplement the hours in which the deputy would be off-duty. If the District believes it is necessary to have a deputy 24 hours a day, it could hire an additional deputy to work another 12.5 hour shift each day.

4. **Utilize Private Security Personnel For Public Safety And Security Functions Similar To Option A.1 Above.**

We contacted members of the private security industry to obtain preliminary information concerning the availability and costs of utilizing private security officers at the Recreation Area to supplement the current PSO program and/or a deputy. Private security companies often contract with public agencies to provide basic security functions and enforcement of local ordinances. Because of the nature of contacts between security personnel and patrons to the Recreation Area,

the costs for services would be approximately \$24 per hour. Often the management and ownership of private security firms are prior law enforcement themselves and have a strong understanding of the need for proper communication and cooperation with local law enforcement agencies.

Based on a preliminary estimated calculation, one private security officer working 40 hours a week would cost the District approximately \$49,920 a year. If the Recreation Area contracted for five private security officers to work each day, the total approximate cost for the year would be \$249,600. Further, if there was a need to hire additional security for a busy day or weekend, the District would be able to easily request more private security officers for that limited purpose. From a purely fiscal standpoint, this approach is the least expensive option.

Private security officers could also be used to supplement the off-duty hours of the VCSD deputy should Option A.3 be selected by the Board.

B. Amend Ordinances.

Regardless what initial decision the Board makes with regard to the role and responsibilities of its public safety personnel, the current Ordinances should be amended to reflect the Board's decision.

If the Board decides to grant their public safety personnel any peace officer powers, the Board should amend its ordinances consistent with this authority.

On the other hand, if the Board wants its security personnel to only act on an "observe and report" basis, then the Board should amend its Ordinances to remove any language of enforcement powers.

If the Board decides to fully contract with the VCSD or a private security agency, then it should remove all language in its Ordinances to PSOs (or any District employee engaging in safety and enforcement procedures) beyond what would be contracted with a third-party.

Chapter 6

Hiring, Training, and Deployment Considerations

Regardless of which approach from Chapter 5 is chosen by the Board, each of the below subjects should also be considered.

A. Hiring Policies and Needs.

Should the Board choose to maintain and utilize its own public safety personnel rather than fully-contract with the VCSD or a private security company, then it will need to hire additional personnel. The number of additional personnel needed will depend on the roles and responsibilities that the District wants of its employees. If the Board wants its security personnel to act on a report and observe basis, then the District would need to hire enough individuals to adequately cover the entire Recreation Area. These individuals would still need recurrent training consistent with their duties and responsibilities.

If the Board chooses to grant its security personnel limited peace officer authority, the District should consider maintaining a staff of between six and eight Park Rangers. If the District decides to hire Park Rangers, it will need to adopt a policy manual, establish training requirements, and establish a new procedure of hiring by the Human Resources Department. For example, the Human Resources Department will need to be trained in hiring peace officers, including background checks, psychological testing, and physical agility requirements.

If the Board decides to contract with the VCSD and/or a private security company for most or all of its public safety needs, without utilizing additional District employees, then the District will not be directly responsible for any additional hiring requirements (which would substantially reduce any demands upon the District's Human Resources Department).

B. Retirement and Pension Obligations for PSOs.

On March 29, 2016, we spoke with the District's Human Resources Manager regarding her investigation into any potential changes to the District's pension or retirement obligations if the District's PSOs are designated as peace

officers. The Human Resources Manager stated that she has spoken to CALPERS and had been told that such designation would not result in increased costs to the District because it would not automatically place these employees into a safety enforcement category. As of this report, the Human Resources Manager was still attempting to obtain written confirmation of this from CALPERS. We recommend that the Board obtain confirmation on this issue before it finalizes its decisions on these subjects. Moreover, according to the Human Resources Manager, pension contributions could be a subject of future collective bargaining agreements, which should be factored into any decision.

C. Training.

If the Board limits its safety personnel to observe and report responsibilities, then they shall require only limited training.

In stark contrast, if the Board hires Park Rangers with limited peace officer functions, then they will require initial training to conform to POST standards. We would also highly recommend annual recurrent training. These employees should also receive specialized training regarding the unique aspect of working in and around the Recreation Area. Additional courses could include updated training in arrest and control techniques, conflict resolution, water safety, marine patrol functions, communications, self-defense, and possibly force options (chemical spray, baton, Taser, etc.). Based on our investigation, we believe that these training courses could be provided by local law enforcement agencies and/or community colleges at reasonable rates.

If the Board decides to contract with the VCSD and/or a private security company for most or all of its public safety needs, without utilizing additional District employees, then the District will not be responsible for any additional training requirements (which would substantially reduce any demands upon the District's Human Resources Department).

D. Policy Manual.

If the Board limits its safety personnel to observe and report responsibilities, then they shall require a relatively basic policy manual.

Conversely, if the Board chooses to utilize Park Rangers with limited peace officer functions, then the District will need to create a comprehensive Policy Manual that mirrors a small police agency, which expresses all of the duties, authorities, and responsibilities of a Park Ranger. The options for developing a Policy Manual are to either hire a third-party service to assist in creating and maintaining a manual or utilize District personnel and counsel to do the same.

One third-party service that the Board could use is Lexipol. Lexipol offers state-specific policy manuals and regular policy updates. Through Lexipol, an agency is able to access numerous policies, practices, and procedures to design a policy manual that is unique to their public safety needs. Numerous public agencies, including park districts, have used Lexipol to create and maintain their public safety officer's policies.

On March 22, 2016, we spoke with John Fitisemanu, a Senior Account Executive for Lexipol, who provided a cost estimate for using Lexipol on a subscription basis. Since the service has an online system that assists in training each safety officer, the subscription is based upon the total number of employees. For six to seven Park Rangers, it would cost \$3,267 per year; for 8 to 10 Rangers, it would cost \$4,345 per year. Additionally, for a one-time cost, Lexipol will design a policy based upon the current policies of the District, but the cost varies based upon what needs to be done. Further, there is no requirement to continue the subscription service for Lexipol and any policies created will remain accessible to the Park Rangers, which is recommended for a small organization with limited functions, such as the District. (See Lexipol's Summary of Unique Features and an example of a Lexipol's Policy and Training Manual, "Exhibit 10.")

If the Board decides to contract with the VCSD and/or a private security company for most or all of its public safety needs, without utilizing additional District employees, then the District will not be responsible for creating or maintaining a policy manual for those contracted employees.

E. **Resources/Equipment.**

Regardless of which option the Board chooses, there will need to be a change in the current uniforms, equipment, and vehicles.

If the Board chooses to make their employees operate on an “observe and report” basis, then the current uniforms should be changed and the personnel should wear clothing that does not imitate a peace officer.

If the Board decides to hire and maintain Park Rangers with limited peace officer functions, their uniforms should reflect that they are Park Rangers. It will also be significant for the uniform to be unique in color and form than other employees who do not work in a public safety capacity. The patrol vehicles and vessels should be updated to indicate emergency and/or law enforcement insignias to assist patrons in identifying these employees as Park Rangers.

Further, the equipment that any Park Ranger carries should be expressly defined in the Policy Manual and they should undergo training for such equipment. The Board can restrict any equipment that it believes is not required for Park Rangers in carrying out their roles and responsibilities.

If the Board decides to contract with the VCSD and/or a private security company for most or all of its public safety needs, without utilizing additional District employees, then the District will not be responsible for any uniform or equipment needs other than what would be required under the subject contract.

Exhibits

Exhibit 1

Exhibit 1

Jan-15

Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Canoe/	
									Kayak	Cum.
1	1,248		125		312		6		0	
2	1,152	2,400	114	239	288	600	5	11	0	0
3	1,200	3,600	110	349	300	900	18	29	0	0
4	836	4,436	49	398	209	1,109	4	33	0	0
5	384	4,820	38	436	96	1,205	2	35	0	0
6	444	5,264	42	478	111	1,316	3	38	0	0
7	632	5,896	43	521	158	1,474	4	42	0	0
8	528	6,424	51	572	132	1,606	7	49	0	0
9	656	7,080	84	656	164	1,770	0	49	0	0
10	872	7,952	79	735	218	1,988	11	60	2	2
11	460	8,412	36	771	115	2,103	4	64	0	2
12	256	8,668	33	804	64	2,167	2	66	0	2
13	504	9,172	31	835	126	2,293	0	66	0	2
14	444	9,616	35	870	111	2,404	1	67	0	2
15	468	10,084	42	912	117	2,521	2	69	0	2
16	1,032	11,116	191	1,103	258	2,779	3	72	2	4
17	1,592	12,708	185	1,288	398	3,177	13	85	0	4
18	1,224	13,932	136	1,424	306	3,483	6	91	0	4
19	1,280	15,212	31	1,455	320	3,803	13	104	0	4
20	328	15,540	34	1,489	82	3,885	6	110	0	4
21	388	15,928	35	1,524	97	3,982	1	111	0	4
22	500	16,428	63	1,587	125	4,107	6	117	0	4
23	948	17,376	145	1,732	237	4,344	3	120	2	6
24	1,172	18,548	119	1,851	293	4,637	9	129	0	6
25	900	19,448	51	1,902	225	4,862	9	138	1	7
26	368	19,816	31	1,933	92	4,954	3	141	0	7
27	396	20,212	29	1,962	99	5,053	3	144	0	7
28	424	20,636	43	2,005	106	5,159	0	144	0	7
29	340	20,976	50	2,055	85	5,244	0	144	0	7
30	744	21,720	91	2,146	186	5,430	8	152	0	7
31	1,288	23,008	95	2,241	322	5,752	17	169	0	7

Exhibit 1

Feb-15

Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Canoe/	
									Kayak	Cum.
1	832		42		208		11		0	
2	464	1,296	42	84	116	324	4	15	0	0
3	428	1,724	32	116	107	431	1	16	0	0
4	396	2,120	35	151	99	530	3	19	0	0
5	592	2,712	41	192	148	678	1	20	0	0
6	768	3,480	132	324	192	870	5	25	13	13
7	692	4,172	105	429	173	1,043	14	39	0	13
8	1,216	5,388	69	498	304	1,347	16	55	0	13
9	632	6,020	41	539	158	1,505	6	61	0	13
10	592	6,612	41	580	148	1,653	1	62	2	15
11	424	7,036	24	604	106	1,759	4	66	0	15
12	480	7,516	56	660	120	1,879	0	66	0	15
13	1,644	9,160	329	989	411	2,290	4	70	0	15
14	1,836	10,996	342	1,331	459	2,749	7	77	0	15
15	2,056	13,052	228	1,559	514	3,263	22	99	0	15
16	764	13,816	49	1,608	191	3,454	24	123	0	15
17	376	14,192	34	1,642	94	3,548	1	124	0	15
18	416	14,608	34	1,676	104	3,652	0	124	0	15
19	524	15,132	39	1,715	131	3,783	5	129	0	15
20	792	15,924	147	1,862	198	3,981	6	135	0	15
21	1,032	16,956	133	1,995	258	4,239	12	147	0	15
22	720	17,676	40	2,035	180	4,419	3	150	0	15
23	348	18,024	31	2,066	87	4,506	0	150	0	15
24	528	18,552	52	2,118	132	4,638	4	154	0	15
25	616	19,168	31	2,149	154	4,792	8	162	0	15
26	464	19,632	40	2,189	116	4,908	0	162	0	15
27	712	20,344	86	2,275	178	5,086	9	171	0	15
28	844	21,188	90	2,365	211	5,297	12	183	0	15

Exhibit 1

Mar-15

Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Canoe/	
									Kayak	Cum.
1	788		53		197		9		0	
2	364	1,152	44	97	91	288	6	15	0	0
3	404	1,556	40	137	101	389	0	15	0	0
4	580	2,136	29	166	145	534	0	15	0	0
5	444	2,580	39	205	111	645	3	18	0	0
6	1,236	3,816	188	393	309	954	15	33	1	1
7	1,396	5,212	190	583	349	1,303	0	33	0	1
8	1,116	6,328	56	639	279	1,582	21	54	0	1
9	564	6,892	47	686	141	1,723	16	70	0	1
10	552	7,444	45	731	138	1,861	0	70	5	6
11	412	7,856	36	767	103	1,964	8	78	1	7
12	504	8,360	47	814	126	2,090	10	88	0	7
13	1,152	9,512	217	1,031	288	2,378	18	106	0	7
14	1,420	10,932	177	1,208	355	2,733	33	139	0	7
15	1,084	12,016	57	1,265	271	3,004	27	166	0	7
16	504	12,520	59	1,324	126	3,130	3	169	0	7
17	748	13,268	61	1,385	187	3,317	6	175	0	7
18	740	14,008	63	1,448	185	3,502	12	187	0	7
19	796	14,804	82	1,530	199	3,701	4	191	0	7
20	1,436	16,240	267	1,797	359	4,060	7	198	0	7
21	1,656	17,896	255	2,052	414	4,474	20	218	0	7
22	992	18,888	70	2,122	248	4,722	27	245	0	7
23	488	19,376	65	2,187	122	4,844	4	249	0	7
24	624	20,000	45	2,232	156	5,000	12	261	0	7
25	416	20,416	60	2,292	104	5,104	10	271	0	7
26	604	21,020	58	2,350	151	5,255	1	272	0	7
27	1,764	22,784	364	2,714	441	5,696	9	281	0	7
28	1,904	24,688	309	3,023	476	6,172	31	312	1	8
29	1,240	25,928	131	3,154	310	6,482	19	331	0	8
30	656	26,584	111	3,265	164	6,646	15	346	1	9
31	716	27,300	127	3,392	179	6,825	6	352	0	9

Exhibit 1

Apr-15									Canoe/	
Day	Visitor	Cum	Camper	Cum	Cars	Cum	Boats	Cum	Kayak	Cum.
1	1,244		195		311		3		0	
2	1,500	2,744	235	430	375	686	14	17	2	2
3	3,820	6,564	808	1,238	955	1,641	21	38	0	0
4	4,352	10,916	702	1,940	1,088	2,729	15	53	0	0
5	15,488	26,404	172	2,112	3,872	6,601	0	53	0	0
6	920	27,324	88	2,200	230	6,831	8	61	0	0
7	668	27,992	111	2,311	167	6,998	1	62	0	0
8	1,092	29,084	160	2,471	273	7,271	13	75	0	0
9	1,112	30,196	172	2,643	278	7,549	20	95	0	0
10	2,176	32,372	455	3,098	544	8,093	18	113	0	0
11	2,040	34,412	360	3,458	510	8,603	17	130	0	0
12	872	35,284	49	3,507	218	8,821	31	161	2	2
13	608	35,892	63	3,570	152	8,973	2	163	1	3
14	464	36,356	48	3,618	116	9,089	0	163	0	3
15	352	36,708	32	3,650	88	9,177	0	163	0	3
16	444	37,152	64	3,714	111	9,288	3	166	0	3
17	1272	38,424	209	3,923	318	9,606	17	183	0	3
18	1,824	40,248	334	4,257	456	10,062	15	198	0	3
19	1,404	41,652	59	4,316	351	10,413	38	236	0	3
20	468	42,120	47	4,363	117	10,530	11	247	2	5
21	336	42,456	29	4,392	84	10,614	3	250	0	5
22	448	42,904	29	4,421	112	10,726	3	253	1	6
23	320	43,224	38	4,459	80	10,806	0	253	0	6
24	1,304	44,528	224	4,683	326	11,132	11	264	0	6
25	1,608	46,136	294	4,977	402	11,534	24	288	0	6
26	928	47,064	39	5,016	232	11,766	21	309	0	6
27	452	47,516	40	5,056	113	11,879	6	315	0	6
28	456	47,972	28	5,084	114	11,993	9	324	1	7
29	312	48,284	20	5,104	78	12,071	12	336	0	7
30	484	48,768	33	5,137	121	12,192	14	350	0	7

Exhibit 1

May-15

Day	Visitor	Cum.	Camper	Cum.	Cars	Cum.	Boats	Cum.	Canoe/	
									Kayak	Cum.
1	1,532		281		383		17		0	
2	1,660	3,192	253	534	415	798	2	19	0	0
3	1,280	4,472	65	599	320	1,118	16	35	0	0
4	500	4,972	46	645	125	1,243	8	13	0	0
5	452	5,424	42	687	113	1,356	10	23	0	0
6	392	5,816	41	728	98	1,454	8	31	0	0
7	608	6,424	47	775	152	1,606	0	31	0	0
8	1,280	7,704	270	1,045	320	1,926	0	31	0	0
9	1,884	9,588	204	1,249	471	2,397	16	47	0	0
10	1,456	11,044	48	1,297	364	2,761	12	59	0	4
11	236	11,280	35	1,332	59	2,820	1	60	0	4
12	436	11,716	35	1,367	109	2,929	0	60	0	4
13	488	12,204	43	1,410	122	3,051	3	63	0	4
14	600	12,804	52	1,462	150	3,201	0	63	0	4
15	1,584	14,388	309	1,771	396	3,597	7	70	0	4
16	1,936	16,324	287	2,058	484	4,081	29	99	0	4
17	924	17,248	40	2,098	231	4,312	12	111	0	4
18	340	17,588	30	2,128	85	4,397	0	111	0	4
19	792	18,380	33	2,161	198	4,595	1	112	2	6
20	440	18,820	32	2,193	110	4,705	1	113	0	6
21	528	19,348	64	1,869	132	4,837	3	116	0	3
22	4,412	23,760	894	2,763	1,103	5,940	2	118	1	4
23	4,656	28,416	912	3,675	1,164	7,104	26	144	0	4
24	5,936	34,352	497	4,172	1,484	8,588	15	159	0	4
25	2,836	37,188	43	4,215	709	9,297	11	170	2	6
26	572	37,760	42	4,257	143	9,440	0	170	0	6
27	464	38,224	36	4,293	116	9,556	0	170	0	6
28	452	38,676	50	4,343	113	9,669	9	179	0	6
29	2,664	41,340	554	4,897	666	10,335	3	182	0	6
30	2,484	43,824	425	5,322	621	10,956	15	197	0	6
31	1,496	45,320	59	5,381	374	11,330	10	207	0	6

Exhibit 1

Jun-15					Canoe/					
Day	Visitor	Cum	Camper	Cum	Cars	Cum	Boats	Cum	Kayak	Cum.
1	508		59		127		4		1	
2	580	1,088	36	95	145	272	4	8	1	2
3	512	1,600	34	129	128	400	3	11	0	2
4	816	2,416	62	191	204	604	4	15	0	2
5	3,392	5,808	592	783	848	1,452	2	17	0	2
6	2,772	8,580	484	1,267	693	2,145	21	38	0	2
7	1,016	9,596	109	1,376	254	2,399	13	51	0	2
8	460	10,056	54	1,430	115	2,514	4	55	0	2
9	496	10,552	46	1,476	124	2,638	1	56	1	3
10	968	11,520	74	1,550	242	2,880	1	57	0	3
11	800	12,320	139	1,689	200	3,080	9	66	0	3
12	3,916	16,236	708	2,397	979	4,059	1	67	0	3
13	4,852	21,088	541	2,938	1,213	5,272	25	92	0	3
14	1,924	23,012	282	3,220	481	5,753	7	99	0	3
15	1,020	24,032	168	3,388	255	6,008	3	102	0	3
16	12,690	36,722	140	3,528	315	6,323	0	102	1	4
17	1,280	38,002	132	3,660	320	6,643	0	102	0	4
18	1,340	39,342	139	3,799	335	6,978	5	107	0	4
19	4,692	44,034	798	4,597	1,173	8,151	4	111	1	5
20	3,796	47,830	553	5,150	949	9,100	9	120	0	5
21	2,456	50,286	159	5,309	614	9,714	9	129	0	5
22	1,132	51,418	152	5,461	283	9,997	6	135	0	5
23	1,700	53,118	157	5,618	425	10,422	1	136	0	5
24	1,280	54,398	180	5,798	320	10,742	0	136	0	5
25	1,860	56,258	249	6,047	465	11,207	6	142	0	5
26	4,520	60,778	791	6,838	1,130	12,337	6	148	0	5
27	3,916	64,694	547	7,385	979	13,316	16	164	0	5
28	2,692	67,386	122	7,507	673	13,989	3	167	0	5
29	976	68,362	125	7,632	244	14,233	1	168	1	6
30	1,144	69,506	131	7,763	286	14,519	3	171	0	6

Exhibit 1

Jul-15

Day	Visitor	Cum	Camper	Cum	Cars	Cum	Boats	Cum	Canoe/	Cum.
									Kayak	
1	1,056		102		264		3		0	
2	2,836	3,892	491	593	709	973	19	22	0	0
3	6,100	9,992	9,583	10,176	1,525	2,498	19	41	0	0
4	6,204	16,196	556	10,732	1,551	4,049	22	63	0	0
5	2,596	18,792	198	10,930	649	4,698	15	78	0	0
6	1,604	20,396	154	11,084	401	5,099	5	83	0	0
7	1,736	22,132	124	11,208	434	5,533	0	83	0	0
8	1,244	23,376	161	11,369	311	5,844	8	91	0	0
9	1,684	25,060	211	11,580	421	6,265	7	98	0	0
10	4,724	29,784	912	12,492	1,181	7,446	13	111	0	0
11	4,128	33,912	562	13,054	1,032	8,478	12	123	0	0
12	1,148	35,060	167	13,221	287	8,765	0	123	0	0
13	2,436	37,496	198	13,419	609	9,374	9	132	0	0
14	1,760	39,256	143	13,562	440	9,814	7	139	1	1
15	1,660	40,916	148	13,710	415	10,229	1	140	0	1
16	1,652	42,568	219	13,929	413	10,642	3	143	0	1
17	4,816	47,384	892	14,821	1,204	11,846	12	155	2	3
18	4,204	51,588	551	15,372	1,051	12,897	24	179	0	3
19	2,156	53,744	163	15,535	539	13,436	3	182	0	3
20	972	54,716	128	15,663	243	13,679	0	182	1	4
21	1,324	56,040	165	15,828	331	14,010	8	190	0	4
22	480	56,520	39	15,867	120	14,130	2	192	0	4
23	1,456	57,976	203	16,070	364	14,494	3	195	0	4
24	3,920	61,896	786	16,856	980	15,474	6	201	0	4
25	3,688	65,584	561	17,417	922	16,396	12	213	0	4
26	3,324	68,908	284	17,701	831	17,227	0	213	0	4
27	1,812	70,720	218	17,919	453	17,680	10	223	0	4
28	1,564	72,284	158	18,077	391	18,071	1	224	0	4
29	1,832	74,116	160	18,237	458	18,529	2	226	0	4
30	1,592	75,708	159	18,396	398	18,927	9	235	0	4
31	4,460	80,168	873	19,269	1,115	20,042	9	244	0	4

Exhibit 1

Aug-15

Day	Visitor	Cum	Camper	Cum	Cars	Cum	Boats	Cum	Canoe/	Cum.
									Kayak	
1	5,000		577		1,250		33		0	
2	4,084	9,084	295	872	1,021	2,271	5	38	0	0
3	1,940	11,024	270	1,142	485	2,756	7	45	2	2
4	1,452	12,476	185	1,327	363	3,119	1	46	0	2
5	2,204	14,680	213	1,540	551	3,670	7	53	2	4
6	1,716	16,396	245	1,785	429	4,099	3	56	0	4
7	4,540	20,936	892	2,677	1,135	5,234	4	60	0	4
8	4,212	25,148	557	3,234	1,053	6,287	10	70	0	4
9	3,176	28,324	208	3,442	794	7,081	7	77	0	4
10	1,420	29,744	196	3,638	355	7,436	4	81	0	4
11	1,080	30,824	125	3,763	270	7,706	0	81	0	4
12	1,384	32,208	133	3,896	346	8,052	3	84	0	4
13	1,544	33,752	191	4,087	386	8,438	0	84	0	4
14	4,500	38,252	793	4,880	1,125	9,563	4	88	0	4
15	4,744	42,996	593	5,473	1,186	10,749	26	114	0	4
16	3,236	46,232	140	5,613	809	11,558	6	120	0	4
17	1,200	47,432	96	5,709	300	11,858	6	126	0	4
18	1,216	48,648	89	5,798	304	12,162	3	129	0	4
19	972	49,620	70	5,868	243	12,405	6	135	0	4
20	880	50,500	105	5,973	220	12,625	13	148	0	4
21	3,816	54,316	823	6,796	954	13,579	3	151	0	4
22	3,436	57,752	553	7,349	859	14,438	3	154	0	4
23	1,820	59,572	82	7,431	455	14,893	12	166	0	4
24	428	60,000	46	7,477	107	15,000	4	170	1	5
25	492	60,492	48	7,525	123	15,123	3	173	0	5
26	372	60,864	34	7,559	93	15,216	2	175	0	5
27	576	61,440	85	7,644	144	15,360	9	184	0	5
28	2,872	64,312	642	8,286	718	16,078	9	193	0	5
29	3,788	68,100	670	8,956	947	17,025	10	203	0	5
30	1,992	70,092	41	8,997	498	17,523	6	209	0	5
31	284	70,376	18	9,015	71	17,594	0	209	2	7

Exhibit 1

Sep-15

Day	Visitor	Cum	Camper	Cum	Cars	Cum	Boats	Cum	Canoe/	
									Kayak	Cum.
1	492		18		123		6		0	
2	436	928	30	48	109	232	3	9	2	2
3	668	1,596	71	119	167	399	9	18	0	2
4	3,880	5,476	888	1,007	970	1,369	3	21	0	2
5	4,500	9,976	700	1,707	1,125	2,494	7	28	0	2
6	5,384	15,360	505	2,212	1,346	3,840	6	34	0	2
7	4,020	19,380	601	2,813	1,005	4,845	7	41	0	2
8	264	19,644	25	2,838	66	4,911	2	43	1	3
9	420	20,064	26	2,864	105	5,016	0	43	0	3
10	350	20,414	57	2,921	89	5,105	1	44	0	3
11	2,320	22,734	526	3,447	580	5,685	1	45	1	4
12	2,760	25,494	383	3,830	690	6,375	7	52	0	4
13	1,168	26,662	89	3,919	292	6,667	6	58	0	4
14	732	27,394	105	4,024	183	6,850	3	61	0	4
15	612	28,006	102	4,126	153	7,003	3	64	0	4
16	388	28,394	21	4,147	97	7,100	5	69	0	4
17	368	28,762	41	4,188	92	7,192	9	78	0	4
18	1,864	30,626	395	4,583	466	7,658	2	80	0	4
19	3,780	34,406	300	4,883	945	8,603	7	87	0	4
20	956	35,362	33	4,916	239	8,842	3	90	0	4
21	532	35,894	20	4,936	133	8,975	1	91	0	4
22	352	36,246	28	4,964	88	9,063	2	93	2	6
23	488	36,734	28	4,992	122	9,185	0	93	0	6
24	396	37,130	39	5,031	99	9,284	0	93	1	7
25	1,620	38,750	225	5,256	405	9,689	7	100	0	7
26	2,668	41,418	287	5,543	667	10,356	19	119	0	7
27	1,664	43,082	72	5,615	416	10,772	3	122	0	7
28	504	43,586	47	5,662	126	10,898	2	124	0	7
29	416	44,002	44	5,706	104	11,002	0	124	0	7
30	476	44,478	51	5,757	119	11,121	3	127	0	7

Exhibit 1

Oct-15

Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Canoe/	
									Kayak	Cum.
1	1,320		238		330		0		0	
2	1,904	3,224	364	602	476	806	6	6	0	0
3	2,172	5,396	296	898	543	1,349	11	17	0	0
4	916	6,312	57	955	229	1,578	4	21	0	1
5	432	6,744	49	1,004	108	1,686	1	22	0	2
6	396	7,140	49	1,053	99	1,785	0	22	0	2
7	1,980	9,120	47	1,100	495	2,280	5	27	0	2
8	372	9,492	65	1,165	93	2,373	0	27	0	2
9	1,480	10,972	291	1,456	370	2,743	1	28	0	2
10	1,752	12,724	239	1,695	438	3,181	13	41	0	2
11	1,408	14,132	86	1,781	352	3,533	6	47	0	2
12	420	14,552	45	1,826	105	3,638	3	50	0	2
13	424	14,976	47	1,873	106	3,744	1	51	0	2
14	404	15,380	44	1,917	101	3,845	0	51	0	2
15	444	15,824	89	2,006	111	3,956	2	53	0	2
16	1,172	16,996	225	2,231	293	4,249	1	54	2	4
17	1,512	18,508	217	2,448	378	4,627	7	61	0	4
18	828	19,336	50	2,498	207	4,834	0	61	0	4
19	660	19,996	96	2,594	165	4,999	0	61	0	4
20	572	20,568	88	2,682	143	5,142	0	61	0	4
21	624	21,192	77	2,759	156	5,298	3	64	0	4
22	664	21,856	69	2,828	166	5,464	0	64	0	4
23	1,080	22,936	186	3,014	270	5,734	3	67	0	4
24	1,176	24,112	161	3,175	294	6,028	0	67	0	4
25	660	24,772	46	3,221	165	6,193	6	73	0	4
26	376	25,148	44	3,265	94	6,287	1	74	0	4
27	364	25,512	47	3,312	91	6,378	3	77	0	4
28	380	25,892	47	3,359	95	6,473	0	77	0	4
29	636	26,528	91	3,450	159	6,632	0	77	0	4
30	5,512	32,040	159	3,609	1,378	8,010	3	80	0	4
31	1,160	33,200	150	3,759	290	8,300	9	89	0	4

Exhibit 1

Nov-15									Canoe/	
Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Kayak	Cum.
1	1,284		72		321		8		0	
2	360	1,644	31	103	90	411	0	8	0	0
3	308	1,952	23	126	77	488	0	8	0	0
4	352	2,304	25	151	88	576	6	14	0	1
5	948	3,252	47	198	237	813	1	15	0	2
6	1,704	4,956	188	386	426	1,239	0	15	0	2
7	1,340	6,296	75	461	335	1,574	12	27	0	2
8	976	7,272	44	505	244	1,818	11	38	2	4
9	420	7,692	28	533	105	1,923	3	41	0	4
10	492	8,184	52	585	123	2,046	0	41	0	4
11	628	8,812	36	621	157	2,203	9	50	0	4
12	368	9,180	42	663	92	2,295	5	0	0	4
13	936	10,116	191	854	234	2,529	0	0	1	5
14	1,464	11,580	168	1,022	366	2,895	4	4	0	5
15	712	12,292	56	1,078	178	3,073	7	11	0	5
16	332	12,624	50	1,128	83	3,156	1	12	0	5
17	316	12,940	34	1,162	79	3,235	3	15	0	5
18	336	13,276	38	1,200	84	3,319	1	16	0	5
19	356	13,632	47	1,247	89	3,408	0	16	0	5
20	832	14,464	133	1,380	208	3,616	1	17	0	5
21	1,076	15,540	118	1,498	269	3,885	9	26	0	5
22	1,108	16,648	87	1,585	277	4,162	8	34	43	48
23	652	17,300	89	1,674	163	4,325	0	34	1	49
24	1,016	18,316	137	1,811	254	4,579	12	46	0	49
25	1,416	19,732	300	2,111	354	4,933	0	46	0	49
26	1,896	21,628	306	2,417	474	5,407	6	52	0	49
27	2,392	24,020	298	2,715	598	6,005	3	55	0	49
28	2,172	26,192	273	2,988	543	6,548	7	62	0	49
29	684	26,876	64	3,052	171	6,719	6	68	0	49
30	260	27,136	24	3,076	65	6,784	0	68	0	49

Exhibit 1

Dec-15

Day	Visitor	Cumulative	Camper	Cumulative	Cars	Cumulative	Boats	Cumulative	Canoe/	
									Kayak	Cum.
1	344		34		86		0		2	
2	220	564	33	67	55	141	3	3	0	0
3	392	956	52	119	98	239	4	7	0	0
4	544	1,500	80	199	136	375	3	10	0	0
5	800	2,300	86	285	200	575	9	19	0	0
6	1,048	3,348	49	334	262	837	16	35	0	0
7	2,024	5,372	40	374	506	1,343	0	35	0	0
8	476	5,848	44	418	119	1,462	0	35	0	0
9	472	6,320	44	462	118	1,580	7	42	0	0
10	464	6,784	46	508	116	1,696	10	52	0	0
11	528	7,312	74	582	132	1,828	3	55	0	0
12	780	8,092	69	651	195	2,023	15	70	0	0
13	1,036	9,128	50	701	259	2,282	7	77	0	0
14	316	9,444	35	736	79	2,361	3	80	0	0
15	268	9,712	35	771	67	2,428	0	80	1	1
16	312	10,024	28	799	78	2,506	0	80	0	1
17	396	10,420	27	826	99	2,605	0	80	0	1
18	576	10,996	44	870	144	2,749	0	80	0	1
19	552	11,548	39	909	138	2,887	5	85	0	1
20	752	12,300	44	953	188	3,075	0	85	0	1
21	472	12,772	26	979	118	3,193	0	85	0	1
22	304	13,076	39	1,018	76	3,269	0	85	0	1
23	584	13,660	54	1,072	146	3,415	3	88	0	1
24	920	14,580	77	1,149	230	3,645	0	88	0	1
25	804	15,384	91	1,240	201	3,846	0	88	0	1
26	904	16,288	92	1,332	226	4,072	0	88	0	1
27	1,140	17,428	94	1,426	285	4,357	6	94	0	1
28	916	18,344	92	1,518	229	4,586	2	96	0	1
29	772	19,116	43	1,561	193	4,779	1	97	0	1
30	1,072	20,188	129	1,690	268	5,047	0	97	0	1
31	1,280	21,468	217	1,907	320	5,367	6	103	0	1

Exhibit 2

Exhibit 2

Agreement Number 11-LC-20-0216

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

**Ventura River Project
California**

MANAGEMENT AGREEMENT

Between

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

for the

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

at

Lake Casitas

Exhibit 2

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

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

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Exhibit 2

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Exhibit C	Equal Opportunity Requirements
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Exhibit 2

Agreement Number 11-LC-20-0216

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

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

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

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

24 WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

65

66 **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

148

149 **2. TRANSFER OF RESPONSIBILITY**

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

152

153 **3. TERM OF AGREEMENT**

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

157

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

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

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

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

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

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

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

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

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

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

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

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

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

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

228

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

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

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

240

241 **6. FEES AND REVENUES**

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

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

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

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

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

269

270 7. RESOURCE MANAGEMENT PLAN

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

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

278 **8. LAW ENFORCEMENT - REPORTING**

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

285
286 **9. RISK AND DAMAGES / HOLD HARMLESS**

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

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

298
299 **10. ACCIDENT REPORTING**

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

308

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

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

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

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

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

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

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

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

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

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

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

349

350 **12. PEST CONTROL**

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

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

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

363

364 **13. DEBRIS AND WASTE REMOVAL**

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

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

373

374 **14. VARIATION IN WATER LEVEL**

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

378

379 **15. PROTECTION OF NATURAL RESOURCES**

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

385

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

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

392

393 **17. MANAGEMENT OF PERSONAL PROPERTY**

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

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

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

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

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

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

418

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

502

503 **19. UNAUTHORIZED USE**

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

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

514

515 **20. RESERVATIONS**

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

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

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

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

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

532

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

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

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

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

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

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

561

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

564
565 The parties will meet annually or more often if requested by either party, to review and
566 inspect the Reservoir Area regarding compliance with this agreement. The purpose of these
567 reviews and inspections are to ensure that administration, operation, maintenance, and
568 development procedures are adequate; to identify and correct deficiencies and problems; and to
569 ensure the administration of the Reservoir Area is in accordance with the intended purposes.
570 Reviews will include, but are not necessarily limited to: monitoring items if identified in the
571 RMP and Environmental Impact Statement for Lake Casitas or other such Plans; health and
572 safety; appropriate use of the Reservoir Area lands and water; land interests and resources; and
573 inspections of Recreation Facilities and operations, including third party Concession contracts or
574 permits, and basic Service Contracts, within the Reservoir Area. Deficiencies and problems
575 within the Reservoir Area will be corrected in a timely manner in accordance with the terms of

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

579

580 **23. EXAMINATION OF RECORDS**

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

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

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

593

594 **24. RECREATION USE DATA REPORT**

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

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599

600 **25. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

621

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

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

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

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

639

640 **27. MODIFICATION OF AGREEMENT**

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

643

644

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645 **28. TERMINATION**

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

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

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

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

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

659

660 **29. DESIGNATED REPRESENTATIVES / NOTICES**

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

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

670

671 **30. SEVERABILITY**

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

678

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

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

683

684 **32. SURVIVOR CLAUSE**

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

689

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

692

693 Casitas Municipal Water District

United States of America
Department of the Interior

694

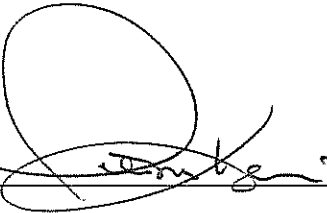
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By  _____

TOP

By  _____

700

701 President

Director - Mid-Pacific Region,
Bureau of Reclamation

702 Board of Directors

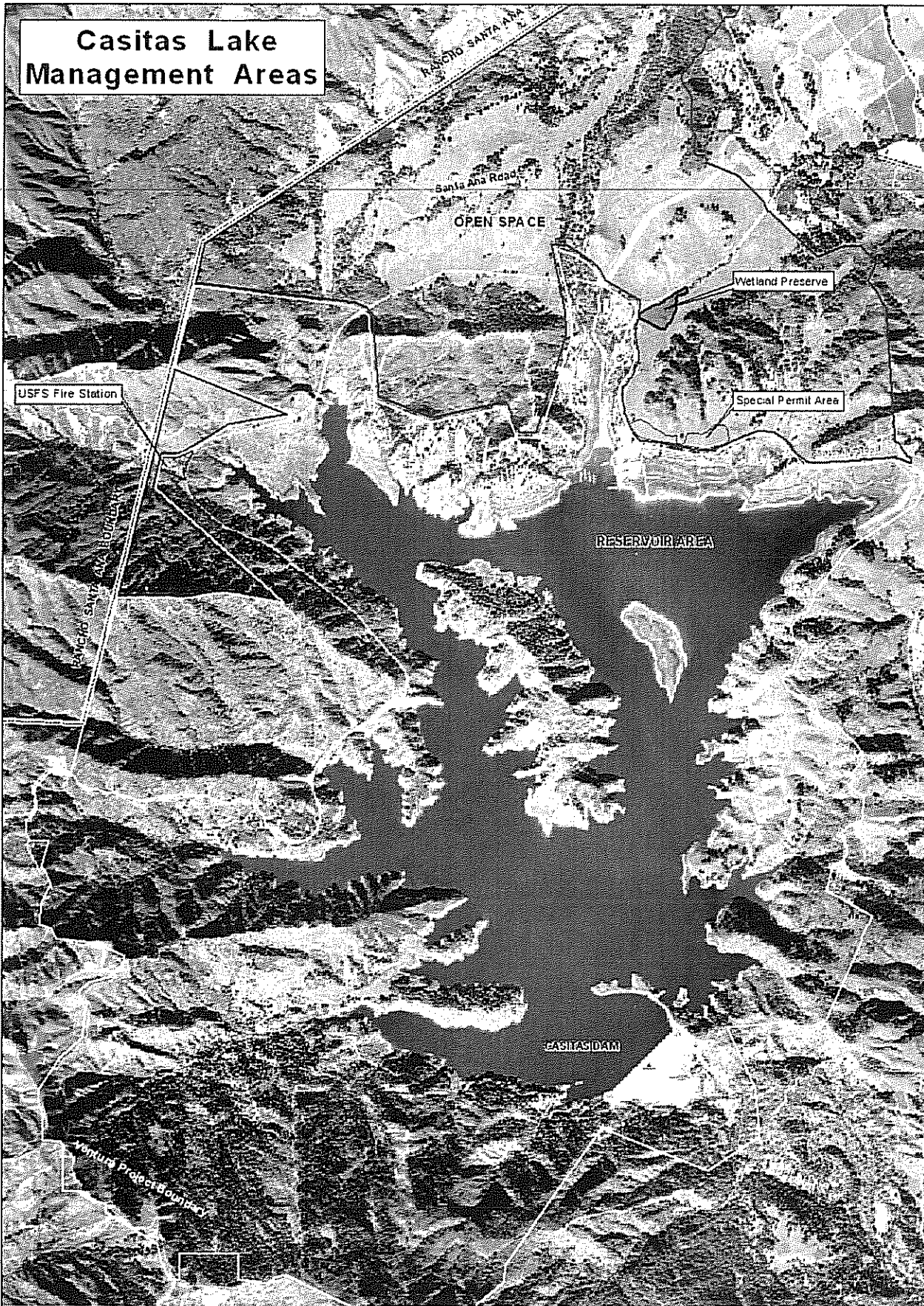
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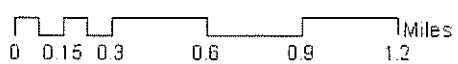
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Exhibit 2

Casitas Lake Management Areas



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



RECLAMATION
Managing Water in the West

Exhibit 2

EXHIBIT B

ENVIRONMENTAL REQUIREMENTS

706
707
708
709

710 **1.1 Introduction**

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

716 Actions must be consistent with the following:

717 **1.1.1 Laws and regulations**

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

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

735 **1.1.3 Reclamation Policies**

736

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

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

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

Exhibit 2

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

747

748 1.3 How to choose the appropriate documentation

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

753 1.4 Categorical Exclusions

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

757 1.4.1 Categories

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

760 The project:

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

Exhibit 2

784 populations,
785 • Does not limit access to or ceremonial use of Indian sacred sites on Federal lands by
786 Indian religious practitioners and does not significantly or adversely affect the physical
787 integrity of such sacred sites; or

788 • Does not contribute to the introduction, continued existence, or spread of noxious weeds
789 or non-native invasive species known to occur in the area and does not contribute to
790 actions that may promote that introduction, range, or growth of such species.
791

792 *1.4.2 Preparing the CE*

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

801

802 The final CE should contain the following elements:

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

807

808 **1.5 Environmental Assessment/FONSI**

809

810 *1.5.1 Environmental Assessment*

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

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

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

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

Exhibit 2

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

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

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

848 **1.5.2 FONSI**

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

853 **1.6 Environmental Impact Statement**

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

858 **1.6.1 Environmental Impact Statement**

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

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

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

Exhibit 2

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

870 1.6.1.2 Content of the EIS:

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

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

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

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

893

894 1.6.2 Record of Decision

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

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

Exhibit 2

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

910 *1.7 Supplemental Environmental Documentation*

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

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

913 must be added in subsequent documents.

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

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

916 appropriate.

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

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

919 impacts, and mitigation which may be required.

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Exhibit 2

EXHIBIT C

EQUAL OPPORTUNITY REQUIREMENTS

948 During the performance of this Agreement, the District agrees as follows:
949

950 1. The District will not discriminate against any employee or applicant for employment
951 because of race, color, age, religion, sex, or national origin. The District will take affirmative
952 action to ensure that applicants are employed, and that employees are treated during employment
953 without regard to their race, color, age, religion, sex, or national origin. Such action shall
954 include, but not be limited to, the following: Employment, upgrading, demotion, or transfer;
955 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
956 compensation; and selection for training, including apprenticeship. The District agrees to post in
957 conspicuous places, available to employees and applicants for employment, notices to be
958 provided by the United States setting forth the provisions of this Equal Opportunity clause.
959

960 2. The District will, in all solicitations or advertisements for employees placed by or in
961 behalf of the District, state that all qualified applicants will receive consideration for employment
962 without regard to race, color, age, religion, sex, or national origin.
963

964 3. The District will send to each labor union or representative of workers with which it
965 has a collective bargaining agreement or other contract or understanding, a notice, to be provided
966 by the United States, advising the labor union or workers representative of the District's
967 commitments under this Equal Opportunity clause and shall post copies of the notice in
968 conspicuous places available to employees and applicants for employment.
969

970 4. The District will comply with all provisions of Executive Order No. 11246 of
971 September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the
972 Secretary of Labor.
973

974 5. The District will furnish all information and reports required by said amended
975 Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant,
976 thereto, and will permit access to its books, records, and accounts by the United States and the
977 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
978 regulations, and orders.
979

980 6. In the event of the District's noncompliance with the Equal Opportunity clause of this
981 Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,
982 terminated, or suspended, in whole or in part, by the United States and the District may be
983 declared ineligible for further Government contracts in accordance with procedures authorized in
984 said amended Executive Order, and such other sanctions may be imposed and remedies invoked
985 as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor,
986 or as otherwise provided by law.
987

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

Exhibit 2

990 Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions
991 will be binding upon each subcontractor or vendor. The District will take such action with
992 respect to any subcontract or purchase order the United States may direct as a means of enforcing
993 such provisions, including sanctions for noncompliance: provided, however, that in the event the
994 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
995 result of such direction by the United States, the District may request the United States to enter
996 into such litigation to protect the interests of the United States.
997
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999

CERTIFICATION OF NONSEGREGATED FACILITIES

1000
1001
1002 The term segregated facilities means: any waiting rooms, work areas, restrooms and
1003 washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas,
1004 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
1005 facilities provided for employees which are segregated by explicit directive or are in fact
1006 segregated on the basis of race, creed, color, or national origin, because of habitat, local custom,
1007 or otherwise. The District certifies that it does not maintain or provide for its employees any
1008 segregated facilities at any of its establishments, and that it does not and will not permit its
1009 employees to perform their services at any location under its control where segregated facilities
1010 are maintained. The District agrees that a breach of this certification is a violation of the Equal
1011 Opportunity Clause in this contract. The District agrees that (except where it has obtained
1012 identical certification from proposed subcontractors for specific time periods) it will obtain
1013 identical certification from proposed subcontractors prior to the award of subcontractors
1014 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause,
1015 and that it will retain such certification in its files.
1016

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

Exhibit 2

EXHIBIT D

TITLE VI, CIVIL RIGHTS ACT OF 1964

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

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

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

Exhibit 2

EXHIBIT E

NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

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

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

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

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

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

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

Exhibit 2

1108 5. Firearms, museum property, motor vehicles and heavy equipment are sensitive items
1109 of nonexpendable property which shall be included in the District's property
1110 accountability system, even if the original acquisition cost is under \$5000.
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Exhibit 2

EXHIBIT F

RECLAMATION MANUAL

Policy LND P02

Subject: Concessions Management

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

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

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

1. Concessions Management Policy.

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

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

2. Definition.

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

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

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

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

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

Exhibit 2

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

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

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

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

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

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

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

Exhibit 2

RECLAMATION MANUAL Directives and Standards LND 04-02

1223
1224

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

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

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

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

1234
1235

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

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

1249
1250 **3. Definitions.**

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

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

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

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

1267

Exhibit 2

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

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

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

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

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

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

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

1289 1290 4. **District Agreements.**

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

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

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

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

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

Exhibit 2

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

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

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

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

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

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

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

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

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

Exhibit 2

1360 subconcessions are discouraged in order to keep operations under single management.
1361

1362 **E. Concessions Building and Improvement Program.** All designs and construction
1363 must comply with applicable Federal, State, and local environmental and historic
1364 preservation laws and regulations and building code requirements. In areas where no
1365 State or local construction standards exist, Reclamation may provide appropriate
1366 standards. Where required and before construction, building permits must be obtained
1367 from local authorities by the concessionaire. All facilities will be harmonious in form,
1368 line, color, and texture with the surrounding landscape.
1369

1370 **F. Operation and Maintenance Plan.** Concessionaires will prepare an annual operation
1371 and maintenance plan, which must be approved by the partner. The concession contract
1372 must clearly state what the plan will contain. Reclamation can provide examples of such
1373 plans for the partner and the concessionaire.
1374

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

1376
1377 (1) A right to reimbursement may exist when a concessionaire places
1378 Reclamation-approved fixed assets on the Federal estate. Title to fixed assets must
1379 be established in the concession contract. Reimbursement of a concessionaire for
1380 fixed assets is the responsibility of the partner. The method for determining the
1381 amount of reimbursement and the method of payment will be specifically
1382 addressed in the concession contract between the partner and the concessionaire.
1383

1384 (2) In the event the partner's agreement with Reclamation expires or is terminated
1385 without a commitment by both Reclamation and the partner to enter into another
1386 agreement, all the concessionaires' fixed assets and personal property must be
1387 removed from the Federal estate unless Reclamation decides to issue a new
1388 concessions contract and decides to retain the fixed assets. [See paragraph 4A(3).]
1389 The partner will be responsible for ensuring that the concession area is returned in
1390 a condition satisfactory to Reclamation.
1391

1392 (3) It must be clearly stated that no financial obligation or risk will reside in the
1393 Federal Government for reimbursement for fixed assets or personal property as a
1394 result of the partner awarding a concession contract. All new concession contracts
1395 issued by the partner will address rights for reimbursement to the concessionaire
1396 for fixed assets. Interests in a concessionaire's fixed assets may not extend beyond
1397 the term of the management agreement. In addition, the concession contract must
1398 provide appropriate language regarding interests in fixed assets and methods of
1399 reimbursement, if any, to the concessionaire by the partner.
1400

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

Exhibit 2

- 1406 I. **Additional Facilities or Services.** Any proposal for expansion of facilities or services
1407 must be reviewed by Reclamation and approved by the partner before the expansion takes
1408 place.
1409
- 1410 J. **Exclusive Use.** The contract must state that no new facility, service, or site determined
1411 by Reclamation to be exclusive use will be allowed. New, renewed, or modified
1412 concession contracts issued by the partner will include clauses that establish a timetable
1413 for phasing out existing exclusive use before the contract expires.
1414
- 1415 K. **Reclamation Rights.** All concession contracts must be subject to the rights of
1416 Reclamation and its agents to use the subject lands and waters for project purposes.
1417
- 1418 L. **Termination of Concession Contract.** Concession contracts will acknowledge the
1419 right of Reclamation to terminate, for cause, any concession contract authorized by a
1420 non-Federal partner.
1421
- 1422 M. **Total Benefits.** The partner will establish and recover fair benefits, including direct
1423 return and direct and indirect benefits, for the uses, rights, and privileges granted by a
1424 concession contract. For disposition of fees, see paragraph 4D.
1425
- 1426 N. **Rates and Merchandise.** Rates charged by concessionaires for services, food,
1427 lodging, and merchandise will be based on charges for comparable facilities, services,
1428 and merchandise provided by the private sector in similar situations. The partner must
1429 approve the rates requested by concessionaires.
1430
- 1431 O. **Concessions Safety Program.** Concessionaires are responsible for providing and
1432 ensuring a safe and healthful environment for both the visiting public and employees by
1433 developing, implementing, and administering health, safety, and educational programs to
1434 ensure that concession areas are managed in compliance with Federal, State, and local
1435 laws, rules, and regulations.
1436
- 1437 P. **Environmental Compliance.** Concession contracts will address all activities with
1438 potential environmental impacts resulting from the release of hazardous materials to the
1439 environment including, but not limited to, the following: pesticides, herbicides, sewage
1440 effluents, petroleum products, and liquid waste (gray water). Concessionaires are
1441 required to follow all applicable Federal, State, and local laws, rules, and regulations
1442 related to hazardous substance use, storage, and disposal. Application for and acquisition
1443 of all required certifications and permits are the responsibility of the concessionaire.
1444
- 1445 Q. **Food Sanitation.** Concessionaires' food services will comply with Federal, State, and
1446 local food handling and sanitation regulations.
1447
- 1448 R. **Advertising and Signs.** The Reclamation logo or name, along with the non-Federal
1449 partner logo or name, will be displayed at all concession entrances used by the public.
1450 Outdoor signs or other forms of advertising on the Federal estate must be approved by

Exhibit 2

1451 Reclamation before they are displayed.
1452

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

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

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

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

1477 7. Concessions Administration.

1478

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

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

Exhibit 2

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

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

1516
1517
1518 (159) 4/29/02
1519 Supersedes (74) 4/3/98
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Exhibit 2

EXHIBIT G

Department of the Interior Departmental Manual

Effective Date: 12/01/95

Series: Intergovernmental Relations

Part 512: American Indian and Alaska Native Programs

Chapter 2: Departmental Responsibilities for Indian Trust Resources

Originating Office: Office of American Indian Trust

512 DM 2

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

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

3. **Responsibilities.**

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

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

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

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

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

Exhibit 2

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

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

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

1603 4. Procedures.

1604

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

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

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

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

1628 12/01/95 #3049

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

Exhibit 3

Exhibit 3
Casitas Municipal Water District
Detail Schedule of Revenues and Expenses - Recreation Department
For the Year Ended June 30, 2015

	<u>2015</u>
Recreation revenue:	
Animal permit	\$ 16,797
Bad debt collection recovery	450
Boat fees - annual	38,640
Boat fees - daily	9,282
Boat fees - overnight	1,204
Boat inspection fees - Quagga	3,200
Boat lock revenue - Quagga	2,786
Boat rental - concession	60,379
Cafe - concession	25,120
Cafe pass fee	22,940
Cafe pass reimbursement	(22,162)
Camping fees	1,682,659
Camp promotion	10,587
Commercials	7,350
Event reimbursement	50
Events	25,826
Gift cards and certificates	(180)
Guest pass	(300)
Impound fee	525
Kayak and canoes annual	4,005
Kayak and canoes daily	41
Miscellaneous revenue	1,096
Over / short - recreation	139
Over / short - water park	(14)
Park store	46,682
Rain checks	(1,095)
Reservations	123,523
Shower facility fees	19,342
Snow bird pumping	1,370
Trailer storage fees	173,168
Vehicle fees - daily	206,701
Violation ordinance fees	14,925
Visitor cards	118,651
Water park - group pass fee	(6,809)
Water park - guest pass	(216)
Water park - junior lifeguard	7,051
Water park - late day pass fee	73,481
Water park - lifeguard training	1,317
Water park - locker fee	1,251
Water park - next day pass fee	(1,492)
Water park - promotion	18
Water park - rain checks	(312)
Water park - reservation fee	29,155
Water park - season pass fee	25,106
Water park - shade rental fee	7,610
Water park - shower facility fee	23,014
Water park - single splash fee	574,253
Water park - water fitness - fee	8,688
Water park snack bar	7,287
	<hr/>
Total recreation revenue	\$ 3,343,089

Continued on next page

Exhibit 3
Casitas Municipal Water District
Detail Schedule of Revenues and Expenses - Recreation Department
For the Year Ended June 30, 2015

	2015
Recreation expenses:	
Administrative overhead burden	\$ 974,182
Advertising and legal notices	4,692
Bad debt provision	157
Bank charges	4,226
Chemicals – water playground	1,562
Chlorine	22,587
Clothing and personal supplies	10,873
Communications	23,166
Computer upgrades – hardware and software	7,705
Credit card fees	57,663
District equipment	139,781
Education and training	2,983
Licenses and permits	7,326
Memberships and dues	1,349
Office supplies	1,357
Outside contracts	216,279
Pre-employment screening	7,563
Postage	1,574
Printing and binding	7,581
Private vehicle mileage	451
Public information program	19,236
Purchased water	55,504
Safety program	1,601
Salaries and benefits	2,239,510
Service and supplies	176,627
Small tools	4,705
Travel expense	4,282
Utilities	145,836
	4,140,358
Total	4,140,358
Recreation operating (loss) before depreciation	(797,269)
Depreciation – recreation department	(332,049)
Recreation operating (loss)	\$ (1,129,318)

Exhibit (

Exhibit 4

2014

Department	Classification	Multiple Positions Footnote	Annual Salary Minimum	Annual Salary Maximum	Total Regular Pay	Overtime Pay	Lump Sum Pay	Other Pay	Applicable Defined Benefit Pension Formula	Employees' Share of Pension Benefits	Defined Benefit Plan	Deferred Compensation/ Defined Contribution Plan	Health, Dental, Vision
Recreation	Park Services Officer I		48081	58444	43175	15124	0	2805	2% @ 62	0	2603	0	5936
Recreation	Park Services Officer III		57916	70398	67673	41345	1354	4020	2% @ 60	4879	6031	0	8336
Recreation	Park Services Officer I		48081	58444	42601	15641	0	2112	2% @ 62	0	2579	0	6678
Recreation	Park Services Officer I		48081	58444	27958	956	0	703	2% @ 62	0	1084	0	2039
Recreation	Park Services Officer IV		66693	81066	80481	31945	0	5316	2% @ 60	5894	7258	0	9205
Recreation	Park Services Officer II		52757	64128	55504	35582	0	3553	2% @ 62	0	3644	0	8168
Recreation	Park Services Officer III		57916	70398	69081	1243	0	400	2% @ 60	4753	5878	0	15849
Recreation	Park Services Officer III		57916	70398	8812	38	6048	12238	2% @ 60	635	790	0	1364

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	SO/FD	Trnspt/arst	PSO	To GM
15 181	PHYSICAL DOMESTIC [REDACTED]	12/13/15	2228	VLCSO	SON TRANS TO VTA	A/R/F	
15 182	TRESPASSING	12/29/15		VLCSO	SON	PT	
15 183							
15 184							
15 185							
15 186							
15 187							
15 188							
15 189							
15 190							
15 191							
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15 193							
15 194							
15 195							
15 196							
15 197							
15 198							
15 199							
15 200							

G:\WFO\2015\REPORTS\INCIDENT\2015\2015 Incident Log

**LAKE CASITAS RECREATION AREA
INCIDENT REPORT LOG**

#	Descriptive Title of Incident	Date	Time	SO/FD	Trnspt/arst	PSO	To GM
15 161	Tampered Tag- White	9/30/15	1730			MT	
15 162	Suspicious Items on Santa Ana Rd	10/1/15	1045			MT/TK	
15 163	Behvaioral Emergency- [REDACTED]	10/1/15	1645	SO	Mental Health	MT/AJ	
15 164	Medical- I-17- [REDACTED]	10/3/15	1630	FD/DFG	Trans to OVCH	RF/AJ	
15 165	11550 Arrest- [REDACTED]	10/9/15	1645	SO	Arrest	RF/AJ	
15 166	Search & Rescue- Lost Hikers	10/10/15	2100	SO		MA/AJ	
15 167	Reported Medical	10/16/15		FD	UTL	RF/MT	
15 168	Search & Rescue- [REDACTED]	10/18/15	0435	SO	Found	MT	
15 169	D.U.I Arrest- [REDACTED]	10/18/15	0705	CHP	Arrest	MT	
15 170	Report of Oil Spill	10/13/15	1230	DFG		MT	
15 171	Found Ammunition	10/20/15	1300	SO		MT	
15 172	10-48, DUI Arrest	10/22/15	2050	VCFD, CHP	M501 Trans, CHP 10-15	MA/AJ	x
15 173	Medical- LOC/ Possible Heart Attack	10/30/15	1400	EMS	Trans	AJ	x
15 174	Medical	10/30/15		EMS		MT	
15 175	Medical- LOC- Cross Country Runner	10/30/15	1700	EMS, VCFD	Trans	AJ/MT	x
15 176	Reported Theft Bait and Tackle	10/31/15	0900			MT	
15 177	VCSO Arrest- Warrant	11/7/15	2100	VCSO	Arrest	MA/AJ	x
15 178	Attempted Illegal Entry- [REDACTED]	11/22/15	1545			MT	x
15 179	Medical- Seizure- I28	11/25/15		VCFD	AMB	RJ	
15 180	Report of Verbal Distu [REDACTED]	12/13/15	0200	VCSO		AJ	

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**LAKE CASITAS RECREATION AREA
INCIDENT REPORT LOG**

#	Descriptive Title of Incident	Date	Time	SO/FD	Trnspt/arst	PSO	To GM
15 141	Brush Fire - I Camp Dump Station	9/4/15	1530	FD/LPNFS		RF/ MT	
15 142	Medical- Head Injury (M-34)	9/5/15	1945		Declined	MA/AJ	
15 143	HWY 150- 10-48	9/6/15	0130	CHP		MA/AJ	
15 144	Suicidal Subject- [REDACTED] M-44	9/7/15	0030	VCSSO	5150 Hold	MA/AJ	
15 145	Report of Domestic/D.U.I./Threats	9/7/15	0730	VCSSO		MT/RF	X
15 146	Distrurbance- K-07	9/7/15	1015	VCSSO		MT/RF	
15 147	Traffic Obstruction- CHP Assist	9/11/15	2100	CHP		MA/AJ	X
15 148	D.U.I Arrest- CHP Assist- F-08	9/12/15		CHP	Arrest	MA/AJ	X
15 149	Suspicious Subject- H-38,39- VCSSO Assist	9/13/15	0100	VCSSO		MA/AJ	X
15 150	Verbal Domestic Dispute- Camp M- VCSSO Assist	9/13/15	0330	VCSSO	Evict	MA/AJ	X
15 151	TC- Santa Ana RD- [REDACTED]	9/13/15	1300	CHP		MT/RF	X
15 152	Brush Fire- 150 @ Willow Creek	9/18/15	0735	Trans/VFD/VCFD/LPFD		MT/RF	X
15 153	Noise Disturbance- VCSSO callout- B-17	9/18/15	2230	VCSSO		MA/AJ	X
15 154	Shots Fired- HWY 150 SA Rd	9/19/15	0730	VCSSO/LPNFS		MT	X
15 155	Mutual Aid- SA Rd	9/19/15	0900	LPNFS		MT/RF	X
15 156	Report of underage drinking	9/20/15	2130			MT/AJ	X
15 157	Report of Verbal 415 [REDACTED]	9/20/15	2130			MT/AJ	
15 158	Theft- E Camp	9/25/15	1900			RF	X
15 159	Report of Reckless Boat Operation	9/26/15	0930	VCSSO		MT/RF	
15 160	Eviction [REDACTED] Incident Log	9/27/15	1130			MT/RF	

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Exhibit 5

**LAKE CASITAS RECREATION AREA
INCIDENT REPORT LOG**

#	Descriptive Title of Incident	Date	Time	SO/FD	Trnspt/arst	PSO	To GM
15 121	Subjects Disturbing - B05	8/8/15	0115	so		MA/AJ	X
15 122	Report of 415pc - overflow	8/8/15	0300	SO		MA/AJ	
15 123	Domestic - E02	8/8/15	0345	SO		MA/AJ	
15 124	Subjects Disturbing - B05	8/8/15	2330	SO		MA/AJ	X
15 125	Report of 415pc (verbal) - D Camp	8/9/15	0000			MA/AJ	
15 126	Allergic Reaction - Difficulty Breathing - B08	8/9/15	1630	FD	AMB	MT/RF	X
15 127	Missing Person x2 - [REDACTED]	8/9/15	1645			MT/RF	X
15 128	Medical - Diabetic [REDACTED]	8/10/15	0400	FD		AJ	
15 129	Vehicle V Tree - B03 - [REDACTED]	8/10/15	1530			MT/RF	X
15 130	Report of 415 - G05	8/15/15	2130	SO	evict	MA/MT	
15 131	Medical	8/19/15	1030			RF	
15 132	Report of Poaching	8/18/15	2015	DFG/USFS		RF	
15 133	Medical- Bicycle Accident	8/21/15	1630		prvt trans	AJ/RF	X
15 134	Felony Warrant Arrest	8/22/15	1600	DFW	Arrest	RF/MT	X
15 135	Suspicious Subject - [REDACTED]	8-23-115	1830	SO		RF/AJ	
15 136	Subjects Disturbing -G25	8/29/15	0130	SO		MA	
15 137	Medical / 415	8/29/15	2145	DFW	prvt trans	MA/AJ	
15 138	Report of Stolen Property	8/30/15		VPD		RF	
15 139	DUI Arrest	8/30/15	1915	CHP	Arrest	RF/AJ	
15 140	Investigation - WS	9/4/15	0900	BOR/NSF		RF/MT	X

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**LAKE CASITAS RECREATION AREA
INCIDENT REPORT LOG**

#	Descriptive Title of Incident	Date	Time	SO/FD	Transport	PSO	To GM
15 101	Report of Poaching	7/10/15	1300	DFG		RF	X
15 102	Report of Poaching	7/12/15		DFG		RF/AJ/MT	
15 103	TC Hwy 150- CHP/DFG Assist	7/12/15	2115	CHP		RF/AJ	
15 104	Eviction- [REDACTED]	7/13/15				AJ/MT	
15 105	Dog Fight(Animal Only)	7/15/15	1930	VCAR		MA	
15 106	WP Medical- Allergic Reaction	7/18/15		FD		TK/MT	X
15 107	Non-Injury TC - Overflow	7/18/15	1630			RF	
15 108	Disturbance - 415 PC	7/18/15	1745	SD		RF	
15 109	Suspicious Subject - 647.f PC	7/19/15	0005			MA/AJ	
15 110	MEDICAL - Burn Victim	7/19/15	1145			MT/RF	
15 111	WP Medical - Slip	7/24/15	1400	FD	No	RF	X
15 112	WP Medical - Spider Bite	7/24/15	1715	FD		RF	X
15 113	Disturbance - Noise Complaint(SO Transfer)	7/25/15	0015	SD		MA/AJ	
15 114	Medical - Fall(G Playground)	7/25/15		FD		MT/RF	
15 115	Report of Hit and Run (Veh. vs Veh.)	7/25/15	2200			MA/AJ	
15 116	Fire (Ash Dump)	7/26/15				RF	
15 117	Medical - Fall(E Campground)	7/27/15		FD	Amb	RF	X
15 118	Medical - Fall/Seizure(15mo)	7/28/15	0840	FD	Self	RF	
15 119	WP Medical -	7/29/15					
15 120	PC 261.5(a) Stat Rape VC SO Assist	8/3/15	1400	SO	Arrest	MA	

G:\WP\DOC\REPORTS\IN\DET\2015\15072915 Incident Log

Exhibit 5

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	PSO	To GM
15 076	Reckless Driving/ DUI Arrest	6/14/15		MT	X
15 077	Domestic- Physical- VCSO Assist- [REDACTED]	6/25/15	1930	AJ/TK/RF	
15 078	Missing Person- [REDACTED]	6/28/15	0300	MA/AJ	X
15 079	Verbal 415- Front Gate	6/28/15	1100	MT/RF	X
15 080	TC- SA Rd. - Motorcycle	6/28/15	1515	RF/MT/TK	
15 081	Fall Victim- WP- Transport	6/29/15	1345	MT/TK	X
15 082	Medical -G1- Seizure- Medic 501 Transport	6/30/15	1045	MA/MT	X
15 083	Reported Long Gun- No OSA- No Arrest	7/4/15	0800	MT	X
15 084	Medical - WP-Difficulty Breathing- No transport	7/4/15	1200	TK/RF/MT	X
15 085	Report of Fire	7/4/15	1230	TK/RF/MT	
15 086	Dog Bite- Dog on Dog- Animal Control called per Owners Request	7/4/15	1315	TK/RF/MT	
15 087	Domestic- 11550 Arrest- WP- SO	7/4/15	1800	RF/MA/MT	X
15 088	Medical- Child Burn Victim EMS declined- Private Transport	7/4/15	1955	TK/MA/AJ	
15 089	Illegal Fireworks- No OSA	7/4/15	2145	RF/TK/AJ/ MA	X
15 090	11550 Arrest- Sherriff Called- Arrest	7/4/15	2335	RF/TK/AJ/ MA	X
15 091	Bike Accident- [REDACTED] EMS declined- Private Transport	7/5/15	1930	MT/TK	
15 092	Juveniles w/ Marijuana and Alcohol- No Arrest	7/5/15	2100	MT/AJ/TK	X
15 093	Report of Fire- F25- County Fire called	7/6/15	1000	MT	X
15 094	Damage to Vehicle- Front Gate- No OSA	7/4/15		RF	
15 095	Medical- WP- EMS Responded- No Transport	7/10/15	1200	MT/RF	
15 096	Non-Injury TC- Front Gate- No OSA	7/10/15	1200		
15 097	Report of 11550- SO Called- No Arrest	7/11/15	0345	MA/AJ	X
15 098	Medical- WP- EMS Responded- No Transport	7/11/15	1615	MT/TK	X
15 099	Medical- SALR- [REDACTED] EMS Responded- Transported to Ojai Hospital	7/12/15	1000	MT/TK	X
15 100	Medical- WP- Breathing Difficulty- EMS Responded- No Transport	7/12/15	1530	RF/MT/TK	X

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	PSO	To GM
15 051	Report of Vandalism- No Sheriff- TS Spc 25	5/3/15	1350	RF/AJ	
15 052	Silent Alarm- VSCO Assist	5/4/15	0130	TK	
15 053	TC Hwy 150- Chlorination Plant	5/10/15	0600	MT	X
15 054	Mutual Aid Trespass- [REDACTED]	5/10/15	1655	RF/AJ	X
15 055	Mutual Aid Request- CHP			ST	
15 056	5150 Arrest- VCSO Assist [REDACTED]	5/18/15	1830	AJ/TK/MT	
15 057	Attempt to Trespass [REDACTED]	5/19/15	0200	TK/AJ	
15 058	Medical- Camp C- Medic 501 Transport	5/22/15	2030	MA/AJ	
15 059	DUI- CHP/ USFS Assist	5/22/15	1750	MA/AJ	
15 060	Noise Disturbance- VCSO Assist	5/23/15	0330	MA/AJ	
15 061	Downed Motorcycle- Hwy 150	5/24/15	1348	RF/MT	
15 062	Stolen Rental Boat #125- USFS Cit.	5/24/15	1853	MT/RF	X
15 063	Domestic- Physical [REDACTED] VCSO Assist	5/24/15	2130	AJ/RF	X
15 064	Request for LE Mutual Aid	5/24/15		MT/RF	
15 065	Possible Stroke Victim [REDACTED] EMS	5/25/15	0950	MT	X
15 066	Medical- Sick Person	5/25/15	1130	MT/RF	
15 067	Eviction- O11,12,13	5/30/15	0645	MA/MT	
15 068	Medical- WP	5/30/15	1305	MT/RF	
15 069	Domestic- Report of 415 w/ Weapons	5/31/15	0130	MA	
15 070	Arrest- VSCO Warrant	6/4/15		RF	
15 071	Hit and Run- TS [REDACTED] Motorhome	6/7/15	0945	MT	X
15 072	Medical- Neck Pain- Tree Fell Refused Treatment and EMS	6/6/15	1420	MT	X
15 073	Attempted Illegal Entry [REDACTED]	6/9/15	2400	AJ/MT	
15 074	Traffic Control- 10-48	6/13/15	0315	MA	
15 075	Mutual Aid- Vehicle Pursuit/ TC	6/14/15	1140	RJ/MT	X

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	Ranger	To GM
15 026	Vandalism- Graffiti, No VCISO	3/22/15	1300	RF	X
15 027	Eviction- M22 for 3.2, No VCISO	3/22/15	2200	TK/AJ	
15 028	Suspicious Subject- Trespassing- VCISO Arrest	3/24/15	1845	MA/TK/AJ	
15 029	Medical- Dog Bite- [REDACTED]	4/3/15	1824	MA/TK/AJ/MT	
15 030	Call of Verbal Domestic- VCISO Assist	4/3/15	2300	MA/AJ/RF/ TK	
15 031	Medical- Bicycle Accident	4/4/15		MT/RF	
15 032	Multiple Ground Fires- OF	4/4/15	1945	MT/MA/RF/ AJ	
15 033	Two UI Females- Main @ OF	4/4/15	2020	MT/MA/RF/ AJ	
15 034	Multiple Ground Fires- OF	4/4/15	2230	MA/AJ	
15 035	Report of Missing Person- [REDACTED] M30	4/5/15	1925	MA/AJ/RF/MT TK	
15 036	Medical- [REDACTED] G30	4/5/15	1540	MA/MT/RF/ TK	
15 037	Unaccompanied Minor	4/8/15	1443	MA/RF	X
15 038	Mssing Persons	4/10/15	2100	MA	X
15 039	415- Medical	4/11/15	2225	MA/RF	X
15 040	Drunk in Public	4/12/15	1618		
15 041	UI Suspect Disturbing- C28- VCISO Assist	4/16/15	2150	AJ/TK/RF/ MA	
15 042	415- [REDACTED] G8	4/18/15	0750	MT	
15 043	Report of UI Driver- H8	4/18/15	2030	MA	
15 044	Suspicious Circ's- Marijuana	4/19/15	2235	MA/RF	
15 045	Theft Report- E13	4/23/15		MA	
15 046	Theft Report- E22	4/26/15		RF	
15 047	Shots Fired- H1	5/3/15	1000	MT	X
15 048	Report of Child Abuse- C11- [REDACTED]	5/3/15	1145	MT/AJ	
15 049	Call to VCISO- [REDACTED]	5/3/15	1200	MT/AJ	
15 050	Report from VCISO- N. SA Rd.	5/2/15	1600	N/A	X

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	Ranger	To GM
15 001	Missing Boater/ Suicide Victim	1/5/15	1312	ST/RF/MT	X
15 002	Shots Fired- SA Launch Ramp	1/18/15	1400	RF/MT	X
15 003	Lost Dog- Over 24 hours	1/18/15	1500	ST/RF/MT	X
15 004	Threats to Others/ of Suicide	1/26/15	0600	AJ/TK/MA/ RF	X
15 005	Vandalism- Front Gate- [REDACTED] F22	1/28/15	2100	MA	
15 006	Fuel Spill- SA Launch	1/27/15	1700	MT	
15 007	Vandalism- TS Spc 161	1/30/15	0750	MT/RF	X
15 008	Domestic/ 11550 Arrest	2/1/15	1015	RJ/MT/JM	X
15 009	Medical	2/14/15	1715	RJ/MA/JM	X
15 010	Eviction- Unable due to Intoxication	2/14/15	2145	RF/MT	
15 011	Vandalism to Fence	2/22/15	1600	RF	X
15 012	Domestic- Verbal- C9- [REDACTED]	2/26/15	2300	TK/AJ/MA	
15 013	Eviction- C9- [REDACTED]	2/27/15	0730	MT/RF	X
15 014	Assist w/ Animal Control			MT	
15 015	Verbal Dispute- C12	3/4/15	1630	MA/RF	
15 016	Shot Fired- No VCISO	3/7/15	0320	MA	
15 017	Missing Person- Autistic 18 year old	3/7/15	1730	RJ	
15 018	Suspicious Circ's- Looking for Arrowheads	3/6/15	2350	MA/JM	
15 019	TC				
15 020	Medical- [REDACTED] B8- Heart Problems	3/11/15	0950	RF	
15 021	Suspicious Circ's- Possible DUI	3/14/15	0100	MA	X
15 022	TC- SA Rd.	3/14/15	1000	MT	X
15 023	Man in Women's Restroom	3/14/15	1230	MT/RF	X
15 024	Suspicious Subject	3/18/15	1945	MA/AJ/TK/ RF	
15 025	Shots Fired- N. SA Rd. and Avenal	3/21/15	2300	RF	X

Exhibit 5

LAKE CASITAS RECREATION AREA INCIDENT REPORT LOG

#	Descriptive Title of Incident	Date	Time	Ranger	To GM
14 201	Suspicious Object	12/27/14	1415	RF/MT	
14 202	Boat Collision- injury- transport	12/28/14	0830	MT/ST	X
14 203	Wind damage	12/15/14	1000	MT	
15 001	Missing Boat/ Suiced victim	1/5/15	1312	ST/RF/MT	X
15 002	Shots Fired SA ramp	1/18/15	1400	RF/MT	X
15 003	Lost dog over 24 hours	1/18/15	1500	RF/MT	X
15 004	Threat of others/ suicide	1/26/15	0600	ST/RF/MT	X
15 005	Vandalism- front gate- [REDACTED] F22	1/28/15	2100	AJ/TK/MA/ RF	
15 006	Fuel Spill- Santa Ana Launch Ramp	1/30/15	1700	MA	X
15 007	Vandalism- TS 161	1/30/15	0750	MT	X
15 008	Domestic/ 11550 Arrest	2/1/15	1015	MT/RF	X
15 009	Medical	2/14/15	1715	RF/MT/JM	X
15 010	Eviction- Sheriffs did not evict due to intox.	2/14/15	2145	RF/MA/JM	
15 011	Vandalism to Fence	2/22/15	1600	RF	X
15 012	Verbal Domestic- C9- [REDACTED]	2/26/15	2300	TK/AJ/MA	
15 013	Eviction- C9- [REDACTED]	2/27/15	0730	MT/RF	X
15 014	Assist Animal Control			MT	
15 015	Verbal Dispute- C12			MA/RF	
15 016	Shots Fired no Sheriff	3/7/15	0320	MA	
15 017	Missing Person	3/7/15	1730	RF	
15 018	Suspicious Circs looking for arrowheads [REDACTED]	3/6/15	2350	MA/JM	
15 019	TC [REDACTED]				
15 020	Medical [REDACTED] Bus EMS called- heart problems	3/11/15	0950	RF	
15 021	Suspicious Circ's- Poss. DUI	3/14/15	0100	MA	X
15 022	TC SA RD.	3/14/15	1000	MT	X

Exhibit 6

Exhibit 6

AGREEMENT PROVIDING FOR SAFETY AND ASSISTANCE WITHIN DISTRICT BOUNDARIES

THIS AGREEMENT, made and entered into this 26th day of JUNE, 1991, by and between the COUNTY OF VENTURA, hereinafter referred to as "County," and the LAKE CASITAS MUNICIPAL WATER DISTRICT, hereinafter referred to as the "District":

WITNESSETH

WHEREAS, the parties to this Agreement are empowered by law to provide for safety, security, and order within district boundaries;

WHEREAS, the numbers of persons commuting within district boundaries constitute substantial problems, requiring close supervision of safety, security and order; and

WHEREAS, the District is desirous of contracting with the County for necessary and additional services and assistance in providing for the safety, security and order within district boundaries commensurate with the substantial problems and unusual needs presented by such properties;

WHEREAS, the County is agreeable to rendering necessary and additional services and assistance through the County Sheriff's Department in excess of the basic level of services customarily provided by said department; and

WHEREAS, such agreements are authorized by Government Code Section 54980 et seq.

NOW, THEREFORE, for and in consideration of the premises and for the mutual covenants and conditions hereinafter stated, the respective parties hereto do agree as follows:

1. This Agreement is for the express purpose of providing additional services and assistance with district boundaries in excess of the basic level of services customarily provided by the County through the County Sheriff's Department.

2. The County will provide to the District supplementary services and assistance, including necessary personnel and equipment, through the Sheriff's Department according to a plan for safety and security developed and approved by the Sheriff of the County or his authorized representative(s) and the Board of Directors or other authorized representative(s) of the District requesting such additional services.

Such additional services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County under the statutes of the State of California.

Exhibit 6

3. The rendition of such services, the standards of performance, the selection and discipline of the Sheriff's deputies employed pursuant to this agreement, and other matters incident to the performance of such services and the control of such personnel shall remain with the Sheriff of the County or his authorized representative(s). In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the extent of service or manner of performance of such service, the determination thereof made by the Sheriff of the County or his authorized representative(s) shall be final and conclusive as between the parties hereto.

4. The hours of duty to be performed by County employees under this Agreement will be those established by the plan for safety and security services developed and approved pursuant to Paragraph 2 hereof.

5. For and in consideration of the rendition of the services to be performed by the County for the District under this Agreement, the District will pay the County for said services at the prevailing Board approved rate.

* The foregoing rates, as determined by the County, shall be adjusted annually to reflect changes in salary, workers' compensation and administrative overhead costs, adopted by the Board of Supervisors. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors concerning the determination of said rates.

6. The County shall furnish and supply all necessary labor, supervision, equipment, communication and supplies necessary to maintain the level of service to be rendered hereunder, except that any radar unit utilized shall be furnished by the District.

7. The County shall render to the District an itemized invoice which details all personnel, equipment, supply transportation and other costs for services performed under this Agreement, and the District shall pay County therefore within thirty (30) days after date of said invoice. If such payments not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of one (1) percent per calendar month and commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the County office described on said invoice.

8. Both parties hereto in the performance of this Agreement will act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another. All persons employed in the performance of the services provided under this Agreement shall be County employees. The District shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance or other compensation to any County personnel performing services hereunder or any liability other than that provided for in this Agreement.

Exhibit 6

9. Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability. If liability is imposed pursuant to Section 830, et seq, of the Government Code, by reason of a dangerous condition of public property of the District, the District shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the District officers, agents and employees, in any way connected with such condition of the District property.

10. This Agreement shall become effective as of the date of execution thereof, unless sooner terminated as provided for herein, this Agreement shall continue in full force and effect to and including June 30, 1992. Any party may terminate this Agreement by giving thirty (30) days written notice to the other party, however such termination will not affect the parties' pre-existing rights and obligations under the Agreement. (The Agreement may also be terminated at any time by mutual written agreement of the parties, and may be renegotiated or modified at any time by mutual written agreement.)

11. This writing embodies the whole of the Agreement. There are no oral or other agreements between the parties other than those expressed herein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, parties by their duly authorized officers, have caused these presents to be subscribed on the day and year first above written.

COUNTY OF VENTURA

By: John V. Gillespie Date: 6-18-91
John V. Gillespie, Sheriff

LAKE CASITAS MUNICIPAL WATER DISTRICT

By: Laurence R. Whelan Date: 6-26-91
Laurence R. Whelan, President

Exhibit 6

Casitas Municipal Water District

TRANSMITTAL MEMO

DATE: January 23, 1997
TO: Sheriff's Department
FROM: Elaine Paul - Asst. to GM/Clerk of the Board
RE: Resolution amending contract w/Sheriff's Dept.

/ep

1-28-97
Bob 1995

EP

Red

649-2251

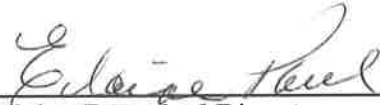
Exhibit 6

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Elaine Paul, Clerk of the Board of Directors of Casitas Municipal Water District, certify that the foregoing Resolution No. 97-2 is a true and correct copy of the resolution adopted at a meeting of said Board of Directors held on the 8th day of January, 1997 by the following vote:

AYES:	Directors:	Hicks, Austin, Whelan, Frees, Coultas
NOES:	Directors:	None
ABSENT:	Directors:	None

IN WITNESS WHEREOF, I have signed my name and affixed the official seal of the Casitas Municipal Water District this 23rd day of January, 1997.



Clerk of the Board of Directors
Casitas Municipal Water District

Exhibit 6

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 97-2

RESOLUTION AMENDING CONTRACT BETWEEN CASITAS MUNICIPAL WATER DISTRICT AND THE COUNTY OF VENTURA SHERIFF'S DEPARTMENT

WHEREAS, Casitas Municipal Water District has the responsibility for providing safety, security and order within District boundaries; and


WHEREAS, Casitas Municipal Water District and the County of Ventura Sheriff's Department by Resolution 91-56 entered into a limited services agreement for necessary and additional services and assistance in providing for safety, security and order within District boundaries; and

WHEREAS, as stipulated on page two, paragraph five of the contract, the hourly rate charged by the County is adjusted annually to reflect current costs; and

WHEREAS, the amended rates, as reflected in the attached letter dated October 29, 1996, are the current contractual rates adopted by the County Board of Supervisors;

NOW, THEREFORE BE IT RESOLVED the amended contract between Casitas Municipal Water District and the County of Ventura Sheriff's Department is hereby approved and the President of the Board is authorized and directed to execute the contract on behalf of Casitas.

ADOPTED this 8th day of January, 1997.


President,
Casitas Municipal Water District

ATTEST:



Secretary
Casitas Municipal Water District

Exhibit 6



**VENTURA COUNTY
SHERIFF'S DEPARTMENT**

- **BOB BROOKS**
SHERIFF
- **CRAIG HUSBAND**
UNDERSHERIFF

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

November 26, 1999

Casitas Municipal Water District
1055 Ventura Avenue
P. O. Box 37
Oak View, California 93022

To Whom It May Concern:

Previously, your district and the Sheriff's Department entered into a limited service agreement providing for police security at district facilities. As stipulated in paragraph five of the contract, the hourly rate, as determined by the County, shall be adjusted annually to reflect changes in salary and certain benefits as adopted by the **Board of Supervisors**. Annual rate adjustments shall be made pursuant to methods employed according to policies and procedures established by the **Board of Supervisors** concerning the determination of said hourly rates.

The Board of Supervisors approved the following hourly rates on November 23, 1999:

Sergeant	\$88.29
Senior Deputy	\$81.65
Deputy	\$73.48

If you have any questions, or require further information regarding this amendment, please contact Brigitte Tracy (Senior Accountant) at 654-3169. She is available Monday – Friday, 7:30 a.m. to 5:00 p.m.

Yours truly,



DANTE HONORICO, CHIEF DEPUTY
 Support Services Division

Exhibit +

Exhibit 7

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 14-01

AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT ESTABLISHING RULES AND REGULATIONS FOR THE PUBLIC USE OF THE LAKE CASITAS RECREATION AREA

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

1. **DEFINITIONS.** As used in this Ordinance, unless the context clearly requires a different meaning, the following words have the following meanings:
 - 1.1 "Casitas" (also herein referred to as "District") means the Casitas Municipal Water District.
 - 1.2 "Board" means the Board of Directors of Casitas.
 - 1.3 "Park" means Lake Casitas Recreation Area.
 - 1.4 "Lake Casitas" means the lake created by Casitas Dam.
 - 1.5 "Lake Casitas Recreation Area" (also herein referred to as "Recreation Area") means the portion of Casitas Reservoir right-of-way used or planned for use for recreational purposes.
 - 1.6 "General Manager" means the General Manager of Casitas.
 - 1.7 "Park Services Manager" means the Park Services Manager or the person acting in that capacity of the Lake Casitas Recreation Area.
 - 1.8 Park Services Officer means a specific employee of Casitas at the Lake Casitas Recreation Area as designated by the General Manager.
 - 1.9 "Casitas Personnel" means any full, part time or volunteer staff of the Lake Casitas Recreation Area.
 - 1.10 "Department" means the Lake Casitas Recreation Area.
 - 1.11 "Lake" means the Lake Casitas and other lakes or ponds in the Lake Casitas Recreation Area.
 - 1.12 "Stream" means any watercourse within the Lake Casitas watershed whose waters eventually flow into Lake Casitas.
 - 1.13 "Aquaplane" means any plank, surfboard, water ski, or other device used for transporting, conveying, or carrying a person who is towed or pulled by any vessel by means of a rope, chain, cable, wire, or other connection.

Exhibit 7

1.14 "Horse" means any member of the equine family.

1.15 "Animal" means any one of the lower animals as distinguished from man except fish bait or birds other than poultry.

1.16 "Trail" means any roadway or footpath capable of being used by a vehicle or pedestrian.

1.17 "Vehicle" includes any mechanically propelled device including, but not limited to, cycles and motor driven scooters, and/or as defined in the applicable section(s) of the California Motor Vehicle Code.

2. GENERAL

2.1 Powers granted to the Department or its personnel under this Ordinance shall be construed to be powers delegated by the Board to the General Manager and redelegated by him to the Park Services Manager for the purpose of management control, and redelegated by the Park Services Manager to Casitas Personnel, as deemed appropriate.

2.1.1 Park Services Officers are empowered to enforce within the Park all of the provisions of this Ordinance and any amendment or amendments thereto, and the California Administrative Code Title 14, relating to Fish and Game regulations, and the California State Boating Law. Such Park Services Officers are normally not authorized to enforce such laws, Ordinances or regulations outside the Park.

2.2 The provisions of Section 71660 of the California Water Code make it a misdemeanor to violate any of the regulations adopted by this Ordinance relating to vehicle or vessel speed limits, defacement of Casitas' property, the use, possession or discharge of firearms, weapons or fireworks, the creation of fire hazards, being under the influence of intoxicating beverages or dangerous drugs, or remaining on, or reentering Casitas' premises after authorized Casitas Personnel have specifically withdrawn consent for a person to utilize Casitas' facilities. It is an infraction to violate any other regulations of Casitas adopted pursuant to this section. The following procedures shall be subject to citation issuance within the Park, by Casitas Personnel as authorized by the General Manager, of persons suspected of the violation of regulations adopted by this Ordinance.

2.2.1 When any person is issued a citation, the person issuing the citation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence.

2.2.2 The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance.

2.3 The Department is authorized to revoke any Park permit and to expel any person from the Park for violation of any applicable law, rule, or regulation.

2.3.1 The Department shall have the authority to cause to be towed, removed or disposed of any property in the Park at the owner's expense when it has been left without written authorization of the Department, becomes a navigational or safety hazard on a trail or

Exhibit 7

waterway, has or may potentially introduce pollution into the Lake or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law.

2.3.2 To refuse to present upon request a valid identification document with proof of age.

2.4 The General Manager is authorized to direct the visiting public in its use of the Park, according to statutes, Ordinances, rules, and regulations applicable to the Park. In the event of fire or other emergency or to expedite vehicle or boating traffic, to expedite the launching or removal of vessels, to insure the safety of persons in the Park, to insure against pollution of the Lake or to protect property and facilities in the Park, the General Manager may direct the public as conditions may require notwithstanding other provisions of this Ordinance.

2.4.1 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Recreation Area while they are in effect

2.5 It is unlawful to willfully fail or refuse to comply with any lawful order, signal, or direction of any Park Services Officer or to refuse to submit to any lawful inspection under this Ordinance.

3. PUBLIC USE FEES

3.1 Public use fees shall be established by Ordinance of the Board and may be revised from time to time by Ordinance of the Board, provided that nothing contained herein shall be construed to permit the collection of a fee from any pedestrian for entering the Park for day use. Public access to the Recreation Area is through the main gate only unless a special use permit is granted by the General Manager and is on file at the Recreation Area.

3.2 Public use fees shall be due and payable upon entering the park. They shall be considered earned upon receipt and shall not be subject to refund by Casitas. Receipts and fees are not transferable. It shall be unlawful to be in or to enter the Park without paying all fees that may be applicable under the public fee schedule in effect at the time of entry.

3.3 Annual vehicle permit shall be affixed to the vehicle windshield or displayed to Casitas Personnel, whichever is applicable.

3.4 The annual boat permit shall be affixed by Casitas Personnel to the side of the vessel immediately behind the break of the bow at least 12 inches from the CF number and state registration sticker.

3.5 An annual vehicle permit or Frequent Visitor Card shall be valid for only one vehicle in the Park at a time.

3.6 Annual boat permits are issued to specific vessels and are transferable in the event of transfer or sale of the vessel or vehicle to a new owner upon application to the Department and the payment of a transfer fee. Annual boat permits are not transferable between vessels in the event owner has more than one.

Exhibit 7

3.7 Annual permits shall be valid for the period ending on the month and year indicated on the permits unless revoked for cause.

3.8 Vessels owned by the Bait & Tackle Concessionaire for rental purposes shall not be required to obtain boat permits but shall be subject to all other rules and regulations of this Ordinance.

3.9 The Department may take possession of any certificate, card, permit or decal issued hereunder upon revocation, cancellation or suspension thereof or which is fictitious or which has been unlawfully or erroneously issued or altered.

3.10 Camping or day use permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.

3.11 The storage facility is for storage of recreational items such as travel trailers, 5th wheel trailers, vessel trailers, vessels, campers, motor homes, etc., as determined by the General Manager.

3.12 All customers who store a recreation vehicle, vessel or other vehicle approved by the General Manager shall sign and comply with all terms and conditions as set forth in the "Self-Service Storage Facility Rental Agreement" including, but not limited to California Business and Professional Code, Chapter 10, Sections 21700 - 21716 and the most current Public Use Fees for the Park as established by the Board. Storage fees are due monthly in advance of the first day of each month following entry into the storage area. Fees shall be considered unpaid if not paid in accordance with the terms of the Lake Casitas Recreation Area Self-Service Storage Facility Rental Agreement, as amended from time-to-time. Casitas may terminate the Self-Service Storage Facility Rental Agreement when said fees are unpaid for fourteen (14) days. Casitas may then take all actions required by law to remove the items.

3.13 At the discretion of the General Manager, in lieu of the remedies provided for in 3.12 above, Casitas may proceed to sue the owner or the person contracting for said storage in any court of competent jurisdiction or take any other proper steps to effect collection.

3.14 Should a check be returned by a bank for any reason, the customer shall be charged a returned check charge for each such check returned as determined by the Board by Ordinance. In the event Casitas is unable to collect the amount due, the returned check(s) will be forwarded to the Ventura County District Attorney's office, or other jurisdiction as applicable, for processing.

4. SCHEDULE OF OPERATIONS

4.1 The schedule of operations for the Park shall be set by resolution of the Board and may be revised from time to time by resolution of the Board.

4.2 The Department is authorized to restrict the public use of the Park by closing the Park or any Park area or any of its facilities, or restricting the hours of operation for good and sufficient reasons including, but not limited to, the following:

4.2.1 Sanitary protection of the watershed.

4.2.2 Fire prevention and/or fire suppression.

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- 4.2.3 Construction or maintenance.
- 4.2.4 Dangerous or unsafe conditions.
- 4.2.5 To prevent damage to the Park or its facilities.
- 4.2.6 Conservation of fish and game.
- 4.2.7 Special activities or events and off-season restrictions.

5. RULES AND REGULATIONS

5.1 **Sanitary Regulations.** It shall be unlawful for any person within the Park:

- 5.1.1 To have, or to permit any child or animal under that person's supervision to have body contact with the waters of the Lake or streams.
- 5.1.2 To throw or discharge into the waters of the Lake or any stream, or place upon the shore area thereof, or place in the Park unless in approved containers, any litter, waste products, trash, motor oil, or other debris, or to discharge into the Lake or any stream along the shore area thereof, any contaminating or polluting substance of any kind whatsoever, or to use any motor or container which leaks oil or gas into the waters of the Lake. Household or industrial waste, including water softener brine, may not be brought into or disposed of in the Park.
- 5.1.3 To enter or reach into trash cans, recycle containers or dumpsters for the purpose of retrieving discarded materials.
- 5.1.4 To clean fish in the Park except at fish cleaning facilities provided by Casitas.
- 5.1.5 To operate a bilge pump on the Lake, except in an emergency, or at a place or places designated by the General Manager.
- 5.1.6 To allow waste from vessel washing to discharge into the Lake or along the shore except into a waste disposal system that has been approved by the General Manager.
- 5.1.7 To wade or swim in, or have body contact with the waters of the Lake or streams or to engage in any aquaplane, parasail, or windsail activities in, on, or over the Lake.
- 5.1.8 To operate, or permit to be operated, any vessel under that person's supervision to tow or pull an aquaplane or similar device.
- 5.1.9 To permit any animal to enter into or remain within the Park unless the animal is on a leash of no more than six feet in length and under the immediate control of a person or confined in a vehicle.

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- 5.1.9.1 To permit an animal under the person's control to remain outside a tent, camper or enclosed vehicle during the quiet hours.
- 5.1.9.2 To keep any noisy, vicious or dangerous animal, or one that is disturbing to other persons, as determined by Casitas Personnel.
- 5.1.9.3 To allow any animal to be within 50 feet laterally of the shores of the Lake or streams of the Park or on a vessel on the lake with the exception of dogs, which are allowed on vessels.
- 5.1.9.4 To have more than two such animals per campsite.
- 5.1.9.5 To abandon any animal in the Park.

5.2 Boating Regulations.

- 5.2.1 It shall be unlawful for any person to have, use, or operate a vessel in the Park that does not meet the minimum requirements for, or that does not have a Park boat permit.
- 5.2.2 All vessel owners and/or operators intending to launch take any type of vessel into the Park waters shall be required to complete a written survey provided by the Department, and declare under penalty of perjury that all of the information provided is true and correct.
 - 5.2.2.1 The Board may establish and have the Department enforce policies and/or Rules and Regulations, that will cause the Department to inspect vessels, trailers and tow vehicles to the degree necessary to determine if the vessel, trailer or tow vehicle is a threat to Lake Casitas due to contamination from Quagga or Zebra mussels in any of their life stages or other invasive species such as, but not limited to, hydrilla. Contamination may take the form of dreissenid mussels in any of their life stages (Quagga or Zebra), mud, biological debris, moisture, water, fish scales, weeds, sand/pebbles, and trash. The Department reserves the right to deny public access to the Park based on any potential for lake contamination.
- 5.2.3 Each vessel, prior to being issued a boat permit, may be inspected by Casitas Personnel to determine that it meets the following standards:
 - 5.2.3.1 It shall possess sufficient buoyancy to keep the vessel afloat if overturned or swamped when loaded to capacity.
 - 5.2.3.2 It shall be not less than 11 feet in length or narrower in width than 4 feet nor over 35 feet in length, centerline measurement. It shall have a minimum of 1 foot of freeboard and, if fitted with a motor, shall have a capacity of not more than 400 horsepower. Non standard vessels may be issued with a special boat permit.

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- 5.2.3.3 It shall be in a seaworthy, clean, dry and sanitary condition.
- 5.2.3.4 It shall be a vessel of standard design as determined by the General Manager.
- 5.2.3.5 It shall be a vessel not possessing a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no wastes can be discharged into the Lake.
- 5.2.3.6 It shall not be equipped with any motor or other means of propulsion machinery beyond its safe power capacity, taking into consideration the type and construction of such watercraft and other existing operating conditions.
- 5.2.4 Each vessel issued a permit hereunder or in the Park without a valid permit shall be subject to re-inspection and re-evaluation at any time the vessel is in or enters the Park to ascertain whether such vessel is properly rated and complies with the regulations for granting a boat permit. If any vessel, upon such inspection and re-evaluation, is found not to meet the requirements of this Ordinance, then the permit for such vessel shall be revoked and the vessel shall be removed from the Park or impounded in the Park or impounded on the Lake at the owner's expense until the deficiency is corrected.
 - 5.2.4.1 No person shall move, use or tamper with any impounded vessel, vehicle or equipment.
 - 5.2.4.2 No person shall move, use or tamper with any device used to impound a vessel, vehicle or equipment.
- 5.2.5 It shall be unlawful for any person within the Park:
 - 5.2.5.1 To allow a minor under twelve (12) years of age to occupy a vessel upon the Lake unless such minor is wearing a Coast Guard approved child's vest type life preserver.
 - 5.2.5.2 To operate a vessel within a prohibited area designated by markers on the Lake or posted on the bulletin board at the ramp.
 - 5.2.5.3 To tie a vessel to, or mutilate, damage, or move from position, any buoy or connecting line, chain, or cable placed or installed on the Lake.
 - 5.2.5.4 To operate any vessel without allowing at least 250 feet clearance behind trolling fishing vessels so as to avoid fouling the trolling lines. Trolling fishing vessels shall display a white flag not less than two feet square, to give adequate warning of such vessel's trolling activities.
 - 5.2.5.5 To operate or navigate any commercial vessel while carrying passengers for hire without a Casitas special use permit or Casitas concession contract.

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- 5.2.5.6 To take, use or operate any vessel without the specific consent of the owner or person in charge thereof, or to be an accessory to the taking, or use or operation of any vessel without such consent of the owner or person in charge thereof.
 - 5.2.5.7 To operate a siren on any vessel used, operated or driven or propelled on the Lake except a vessel used by authorized Casitas Personnel in the performance of their duties.
 - 5.2.5.8 To launch, retrieve or land any vessel except at an approved dock, ramp or such beaching areas as may be specifically designated by the General Manager.
 - 5.2.5.9 To keep any vessel on shore overnight except in the designated area.
 - 5.2.5.10 To operate or occupy any vessel between the time of sunset and sunrise unless a special use permit is issued by the General Manager.
 - 5.2.5.11 To allow any person to ride or sit on either the gunwales or on the decking over the bow of the vessel while underway, unless such vessel is provided with adequate guards or railing to prevent passengers from being lost overboard. Nothing in this section shall be construed to mean that passengers or other persons aboard a vessel cannot occupy the decking or the bow of the vessel to moor or cast off from a landing, or for any other necessary purpose.
 - 5.2.5.12 It shall be unlawful for the owner of any vessel or any person having such in his charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such watercraft under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.
 - 5.2.5.13 To operate, occupy or load any boat beyond the safe carrying capacity of such boat.
- 5.2.6 Speed Limits.
- 5.2.6.1 It shall be unlawful for any person to operate a vessel on the Lake at speeds in excess of those posted.
 - 5.2.6.2 No person shall operate a vessel at a speed greater than is reasonable or prudent having due regard for weather, visibility and the number of other vessels on the Lake, and in no event at a speed which endangers the safety of persons or property.
 - 5.2.6.3 The following specific speed restrictions shall apply:

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- 5.2.6.3.1 Maximum of forty (40) miles per hour sunrise to sunset, except as qualified below.
- 5.2.6.3.2 Five (5) miles per hour within 200 feet of any vessel landing, dock, ramp, or beaching area.
- 5.2.6.3.3 Five (5) miles per hour within 100 feet of any vessel not underway.
- 5.2.7 The General Manager is authorized to designate restricted speed zones for the Lake as deemed desirable for the safety of persons or property.
- 5.2.8 It shall be unlawful for any person to engage in a boat regatta, race, tournament or exhibition on the Lake without approval of the General Manager.
- 5.2.9 The General Manager is authorized to close the Lake or portions thereof to boating for good and sufficient reasons including but not limited to the following:
 - 5.2.9.1 Dangerous water or weather conditions.
 - 5.2.9.2 Unsatisfactory ramp, parking or roadway conditions.
 - 5.2.9.3 Construction or movement of ramp facilities.
 - 5.2.9.4 Special activities or events.
- 5.2.10 Any person having, using or operating a vessel in the Lake Casitas Recreation Area shall abide by the applicable sections of the California Administrative Code Title 14, California State Boating Law and the provisions of this Ordinance.
- 5.2.11 It shall be unlawful to land or operate any amphibious seaplane on the lake unless authorized by the General Manager.

5.3 Vehicle Regulations.

- 5.3.1 It shall be unlawful for any person within the Park:
 - 5.3.1.1 To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by the Department in any area.
 - 5.3.1.2 To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed, which endangers the safety of persons or property.
 - 5.3.1.3 To operate a motor vehicle except on designated roadways and parking

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areas, unless otherwise directed by the General Manager.

- 5.3.1.4 To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.
- 5.3.1.5 To park a vehicle in other than a designated parking area, or to park or leave parked a vehicle in a parking lot between the hours of sunset and sunrise, unless otherwise permitted by the General Manager. Vehicles parked in unauthorized areas will be towed away at the owner's expense.
- 5.3.1.6 To drive a vehicle in a careless or reckless fashion so as to endanger the said vehicle, it's occupants, or any person, equipment, facilities, or property.
- 5.3.1.7 To park more than two (2) vehicles per campsite without specific authority from the General Manager.
- 5.3.2 The Board may establish special speed zones and they may be revised from time to time by resolution of the Board.
- 5.3.3 The General Manager is authorized to close any Park roadways or reduce the speed limit on any such roadways for good and sufficient reasons including but not limited to the following:
 - 5.3.3.1 Construction or maintenance of facilities.
 - 5.3.3.2 Dangerous roadway conditions.
 - 5.3.3.3 Special activities or events.
- 5.3.4 Any person having, using or operating a motor vehicle, vehicle, or trailer in the Park shall abide by all applicable sections of the California Vehicle Code.
- 5.4 **General and Conservation.** It shall be unlawful for any person within the Park:
 - 5.4.1 To receive, bring, or cause to be brought into the Recreation Area any fish, crustacean, amphibian or aquatic plant from any place for the purposes of propagation or use as fish bait,.
 - 5.4.2 To cut, pick, mutilate or destroy any vegetation, except when authorized by the General Manager.
 - 5.4.3 To remove soil or rock except when authorized by the General Manager.
 - 5.4.4 To mutilate, vandalize, or destroy any equipment or facility of others.
 - 5.4.5 To receive, bring, or cause to be brought into the Recreation Area, or use, possess, or discharge, fireworks, firearms, or other explosives other than fuels except when

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authorized by the General Manager.

- 5.4.6 To possess or discharge a firearm, bow and arrow, projectile launching device, air or gas weapon or any device capable of injuring or killing any animal or damaging or destroying any property except when authorized by the General Manager.
 - 5.4.7 To build, ignite, or utilize fires except in fire pits, stoves, incinerators, or other facilities provided by Casitas for the use of the public, except in portable barbecue pits or portable stoves of a type approved by the General Manager in camping or picnicking areas.
 - 5.4.8 To leave any fire unattended or to fail to put out a fire prior to departure, or to leave a fire burning unattended while a person sleeps.
 - 5.4.9 To molest, injure, or kill any animal or bird, or to allow any child or animal under that person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
 - 5.4.10 To bring into, possess, or use any firearm or other weapon except for peace officers when in a duty status, except as may be authorized by resolution of the Board.
 - 5.4.11 To possess fish in number or size, including but not limited to, trout, catfish, pan fish or bass, other than as specified in the Lake Casitas Recreation Area Fisheries Management Plan, as periodically amended.
 - 5.4.12 No person who has not attained the age of twenty-one years shall use or possess any alcoholic beverage within the park.
- 5.5 **Closed Areas.** It shall be unlawful for any person:
- 5.5.1 To take fish or attempt to fish except during the posted daylight hours when the Lake is open unless otherwise posted for special events.
 - 5.5.2 To fish in an area or on a structure posted by Casitas, "Closed to Fishing".
 - 5.5.3 To enter any area of the Park which is posted by Casitas against entry or is designated as a closed area.
 - 5.5.4 To remain on or re-enter Casitas' premises or facilities after Casitas Personnel have specifically withdrawn consent and given notice thereof for a person to utilize said Casitas' premises or facilities.
 - 5.5.5 To operate any aircraft of any nature or parachute on Casitas' premises without prior written permission from the General Manager.
 - 5.5.6 To fail to obey signs posted by Casitas.

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5.5.7 To use a loudspeaker, public address system, or amplifier without a valid special event permit or written permission from the General Manager.

5.6 **Horses.** It shall be unlawful for any person to bring a horse into the Recreation Area without a valid special event permit or written permission of the General Manager.

5.7 **Camping.**

5.7.1 It shall be unlawful for any person to occupy a campground without first obtaining a camping permit or possessing a valid camping permit. Camping permits shall be issued on the basis of per camping day, per campsite and per vehicle.

5.7.2 Campsites will be assigned at the entrance gate. Camping units and camp gear left on campground without first obtaining a camping permit will be removed at the owner's expense.

5.7.3 Camping is limited to fourteen (14) days per party, during any calendar month period except that the General Manager is authorized to extend the limit up to twenty-eight (28) days on a case-by-case basis. Campers and their equipment must leave the Recreation Area for a minimum of seventy-two hours (72) in order to be issued a permit for an additional fourteen (14) day camping period. Special permits may be issued by the General Manager for extended stays beyond the above-described limits.

5.7.4 If, in the discretion of Casitas Personnel assigning campsites, a particular campsite is of sufficient size, a maximum of two vehicles and eight (8) persons may be permitted to camp within the same campsite.

5.7.5 Campers may use plumbing hook-ups, TV and electrical hookups by permit only.

5.7.6 It shall be unlawful for any person to disturb the peace and quiet of other Park visitors in any manner.

5.7.7 It shall be unlawful for any person under the age of eighteen (18) years to occupy a campsite between the hours of 10:00 pm and 8:00 am unless accompanied by a responsible adult.

5.7.8 It shall be unlawful for any person to construct or hang a clothesline inside the Park.

5.8 **Commercial Activity.** It shall be unlawful for any person or persons to engage in any commercial activity within the Park, except by permit or as authorized by the General Manager.

5.9 **Water Park.**

5.9.1 It shall be unlawful for any person to fail to obey the directions of any Casitas Personnel with regard to the rules and regulations of the operation of the Water Park.

5.9.2 It shall be unlawful for any persons to remain in the Water Park facility after their

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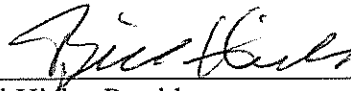
respective permits have been revoked by Casitas Personnel for failure to follow any rules or regulations.

- 5.9.3 It shall be unlawful for any person to bring the following into the Water Park: glass containers, alcoholic beverages or controlled substances.
- 5.9.4 It shall be unlawful for any person to enter into the waters of the Water Park wearing bathing apparel that is not approved by Casitas Personnel.
- 5.9.5 It shall be unlawful for any person to distract or otherwise interfere with the duties of any Casitas Personnel.
- 5.9.6 It shall be unlawful for any person to enter into the Water Park without paying all applicable fees and charges.

6. **CONSTITUTIONALITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

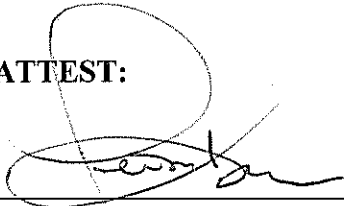
7. **REPEAL OF ORDINANCE NO. 10-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District Ordinance No. 10-01.

8. **EFFECTIVE DATE.** This Ordinance becomes effective this 12th day of February, 2014.



Bill Hicks, President
Casitas Municipal Water District

ATTEST:



Pete Kaiser, Secretary
Casitas Municipal Water District

Exhibit ,

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Ordinance 14 01 Bail Schedule

§	Sug. Fine	Description
2.3.2	\$50.00	Refuse to present valid ID (Age)
2.5	\$100.00	Refuse lawful order
3.1	\$50.00	Unlawful access
3.2	\$50.00	Failure to pay public fees
3.10	\$25.00	Failure to affix permit to vehicle
5.1.1	\$50.00	Permit child or animal in water
5.1.2	\$50.00	Litter/contaminate Lake
5.1.3	\$50.00	Retrieving discarded material from dumpster
5.1.4	\$25.00	Clean fish in undesignated areas
5.1.5	\$25.00	Operate bilge pump
5.1.6	\$25.00	Wash boat in Lake
5.1.7	\$100.00	Swim or wade in Lake
5.1.8	\$100.00	Tow or pull aquaplane in Lake
5.1.9	\$25.00	Leash law
5.1.9.1	\$25.00	Animal out at night
5.1.9.2	\$50.00	Animal disturbing
5.1.9.3	\$25.00	Animal too close to water
5.1.9.4	\$25.00	Too many animals (>2 per site)
5.1.9.5	\$50.00	Abandon animal
5.2.1	\$75.00	Illegal boat in park / No Permit
5.2.2.1	\$50.00	Violate Invasive Species Restrictions
5.2.4.1	\$100.00	Tamper with impound equipment
5.2.4.2	\$100.00	Tamper with device used to impound
5.2.5.1	\$50.00	Allow a minor (<12) without PFD
5.2.5.2	\$50.00	Boat in Closed Area
5.2.5.3	\$35.00	Boat anchored to buoy unauthorized
5.2.5.5	\$100.00	Carrying passengers for hire
5.2.5.6	\$75.00	Use boat without consent of owner
5.2.5.7	\$50.00	Illegal siren
5.2.5.8	\$25.00	Undesignated boat launching/landing
5.2.5.9	\$50.00	Undesignated boat docking overnight
5.2.5.10	\$75.00	Using boat at night
5.2.5.11	\$25.00	Bow riding
5.2.5.12	\$75.00	Unsafe boat operation
5.2.6.1	\$50.00	Exceeding posted boat speed limits
5.2.6.3.1	\$50.00	Maximum 40 mph except as below
5.2.6.3.2	\$50.00	>5 mph within 200' of any vessel/dock/shore
5.2.6.3.3	\$50.00	>5 mph within 100' of vessel not underway
5.2.8	\$100.00	Boat racing
5.2.10	\$50.00	Non-conformance to State Boating Laws

General/Public Use Fees	Sanitary Regulations
Boating Regulations	Vehicle Regulations
Conservation	Closed Areas
WaterPark	Horses/Camping/Commercial Activity

Exhibit -

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 81-2

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

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

SECTION 1. TITLE AND PURPOSE

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

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

1.21 This ordinance also:

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

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

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

SECTION 2., DEFINITIONS

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

2.2 "Casitas" means the Casita's Municipal Water District.

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

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

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

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

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

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

2.8 "Department" means the Recreation Department of Casitas.

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

2.10 "Ranger" means any personnel of the Department.

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

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

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

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

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

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

SECTION 3. RESERVED LANDS

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

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tions outlined in the Land Purchase Contract and this ordinance.

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

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

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

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

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

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

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

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

3.63 The Board shall consider the matter and render its

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

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

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

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

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

SECTION 4. PROHIBITED ACTS ON WATERSHED LANDS.

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

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

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

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

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

4.24 Dump anything on the land within the Watershed.

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

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

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

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

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

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

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

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

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

SECTION 6. ACTS PROHIBITED ON RESERVED LAND WITHOUT THE PERMISSION

OF THE FORMER OWNER.

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

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

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at any time.

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

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

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

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

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

SECTION 7. MISDEMEANORS AND INFRACTIONS

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

7.2 Whenever any person is arrested for any violations of this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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funds are actually received.

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

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

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

SECTION 8. CONSTITUTIONALITY

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

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SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its copyrighted content and unique services through our exclusive proprietary web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees through our copyrighted content developed by our accomplished staff of attorneys and public safety experts. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser or multi-platform mobile device application. The comprehensive Lexipol copyrighted content and services are not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

1. Online (software-as-a-service) copyrighted policy manual content, document management, copyrighted training content and testing through web-based proprietary system tools.
2. Regular and urgent copyrighted updates to content via web-based tools.
3. Copyrighted Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by experienced public safety personnel, including online and real-time testing modules.
4. Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.
5. Linking between the Daily Training Bulletins and policy sections to which the DTB applies.
6. Robust reporting features, including exception reporting with export to MS Excel capabilities.
7. Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

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ADDITIONAL FEATURES INCLUDE:

Proprietary System and Software Tools: Over 150 copyrighted core policies based on federal standards and case law, state statutes and case law, regulatory actions and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via web browser or multi-platform mobile device application. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 2,500 sworn personnel, including municipal police departments, county sheriff's offices, county district/state's attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 2,100 public safety agencies with well over 100,000 officers or deputies in 26 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

IMPLEMENTATION/MANAGEMENT SERVICES

Based on the following, Lexipol is the only source for Implementation/Management Services required by the Agency:

In accordance with our standard Online Subscription Agreement (OSA) as stated in Section 4. the Lexipol materials are proprietary and copyrighted. Further, in Section 5. the OSA prohibits

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the Agency from uploading the Lexipol content onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent.

The policies developed by and for the Agency are maintained on the proprietary Lexipol Knowledge Management System (KMS) and are not accessible by any other third party and by the terms of the OSA may not be copied, republished, loaned, modified, distributed or posted on servers where another vendor or third party could view or modify it. Further, Section 6. of the OSA requires that the Agency not share any password or security information which would permit any other party to access the information on the Lexipol KMS.

As the result of the foregoing, Lexipol is the only source for the performance of the Implementation/Management Services wherein we would incorporate updates to existing policies based on exclusive copyrighted materials that are developed by our legal team from legislation, legal rulings, court decisions, and best practices tailored to state specific application and in the instance of the specific Implementation/Management Services to be provided to the Agency, further tailored to the specific needs of the Agency. This activity would apply also to the Daily Training Bulletins which further utilize the exclusive copyrighted materials from policies to provide personnel with practical application learning scenarios that aid personnel in understanding and applying the policies in their daily activities.

For additional information or to obtain assistance please contact Lexipol at 949.484.4444 or visit www.lexipol.com.

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CALIFORNIA LAW ENFORCEMENT

Policy and Training

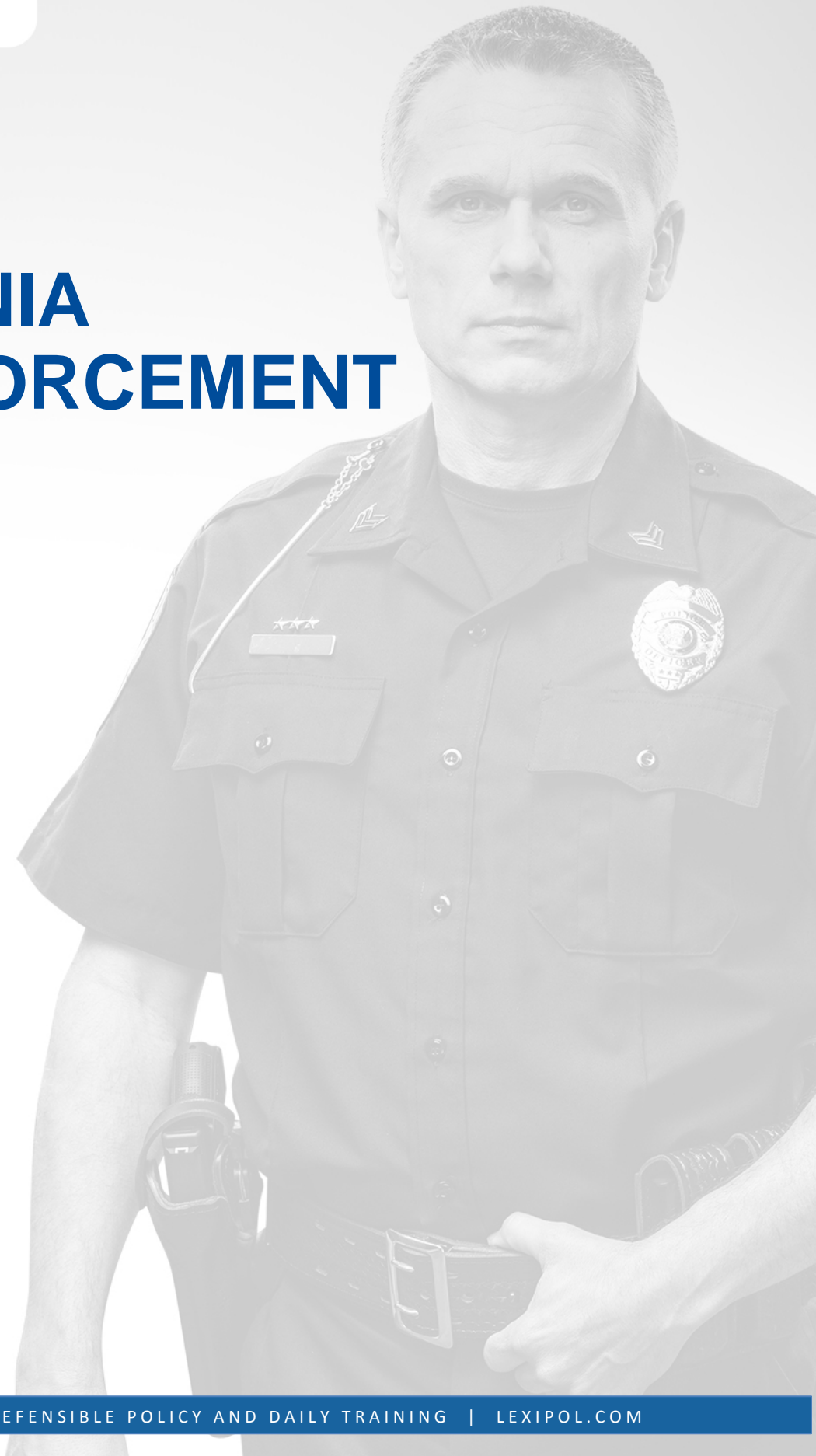


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“In every tragedy there is always a proximate cause: the event that instantly preceded the tragedy. But if you go back in time and look for the root cause, all too often it comes down to a lack of good policy and a lack of good training.”

– Gordon Graham

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Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Force - The application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. [Officers/Deputies] are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

[Officers/Deputies] must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting [officers/deputies] with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE

Any [officer/deputy] present and observing another [officer/deputy] using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. [An officer/A deputy] who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE

[Officers/Deputies] shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the [officer/deputy] at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable [officer/deputy] on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that [officers/deputies] are often forced to make split-second decisions about the amount of force

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that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation [an officer/a deputy] might encounter, [officers/deputies] are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which [officers/deputies] reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. [Officers/Deputies] may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires [an officer/a deputy] to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

Any peace officer may use reasonable force to effect an arrest, to prevent escape or to overcome resistance. A peace officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance on the part of the person being arrested; nor shall [an officer/a deputy] be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest, prevent escape or to overcome resistance (Penal Code § 835a).

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether [an officer/a deputy] has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

- (a) Immediacy and severity of the threat to [officers/deputies] or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the [officer/deputy] at the time.
- (c) [Officer/Deputy]/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of [officers/deputies] available vs. subjects).
- (d) The effects of drugs or alcohol.
- (e) Subject's mental state or capacity.
- (f) Proximity of weapons or dangerous improvised devices.
- (g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- (h) The availability of other options and their possible effectiveness.
- (i) Seriousness of the suspected offense or reason for contact with the individual.

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- (j) Training and experience of the [officer/deputy].
- (k) Potential for injury to [officers/deputies], suspects and others.
- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the [officer/deputy].
- (m) The risk and reasonably foreseeable consequences of escape.
- (n) The apparent need for immediate control of the subject or a prompt resolution of the situation.
- (o) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the [officer/deputy] or others.
- (p) Prior contacts with the subject or awareness of any propensity for violence.
- (q) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. [Officers/Deputies] may only apply those pain compliance techniques for which they have successfully completed department-approved training. [Officers/Deputies] utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the person can comply with the direction or orders of the [officer/deputy].
- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the [officer/deputy] determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD

The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is subject to the following:

- (a) The [officer/deputy] shall have successfully completed department-approved training in the use and application of the carotid control hold.
- (b) The carotid control hold may only be used when circumstances perceived by the [officer/deputy] at the time indicate that such application reasonably appears necessary to control a person in any of the following circumstances:
 - 1. The subject is violent or physically resisting.
 - 2. The subject, by words or actions, has demonstrated an intention to be violent and reasonably appears to have the potential to harm [officers/deputies], him/herself or others.

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- (c) The application of a carotid control hold on the following individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective, or would present a greater danger to the [officer/deputy], the subject or others, and the [officer/deputy] reasonably believes that the need to control the individual outweighs the risk of applying a carotid control hold:
 - 1. Females who are known to be pregnant
 - 2. Elderly individuals
 - 3. Obvious juveniles
 - 4. Individuals who appear to have Down syndrome or who appear to have obvious neck deformities or malformations, or visible neck injuries
- (d) Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until examined by paramedics or other appropriate medical personnel.
- (e) The [officer/deputy] shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the subject lost consciousness as a result.
- (f) Any [officer/deputy] attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.
- (g) The use or attempted use of the carotid control hold shall be thoroughly documented by the [officer/deputy] in any related reports.

300.3.5 USE OF FORCE TO SEIZE EVIDENCE

In general, [officers/deputies] may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, [officers/deputies] are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, [officers/deputies] should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. [Officers/Deputies] are encouraged to use techniques and methods taught by the [Anytown Police Department] for this specific purpose.

300.4 DEADLY FORCE APPLICATIONS

Use of deadly force is justified in the following circumstances:

- (a) [An officer/A deputy] may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.
- (b) [An officer/A deputy] may use deadly force to stop a fleeing subject when the [officer/deputy] has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the [officer/deputy] reasonably believes that there is an imminent risk of serious bodily injury

Exhibit 10

or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if [an officer/a deputy] reasonably believes any of the following:

1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the [officer/deputy] or another.
2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.

300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Shots fired at or from a moving vehicle are rarely effective. [Officers/Deputies] should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. [An officer/A deputy] should only discharge a firearm at a moving vehicle or its occupants when the [officer/deputy] reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the [officer/deputy] or others.

[Officers/Deputies] should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The [officer/deputy] should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable [officer/deputy] to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of a [EMDT device] or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.

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- (i) An individual alleges any of the above has occurred.

300.5.2 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The [Records Manager] or the authorized designee shall ensure that data required by the Department of Justice (DOJ) regarding all officer-involved shootings and incidents involving use of force resulting in serious bodily injury is collected and forwarded to the DOJ as required by Government Code § 12525.2.

300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the [officer/deputy]'s initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another [officer/deputy] and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling [officer/deputy] shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the [officer/deputy] reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple [officers/deputies] to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. [Officers/Deputies] who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved [officers/deputies]. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.

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- (c) When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the following shall apply:
 - 1. The content of the interview should not be summarized or included in any related criminal charges.
 - 2. The fact that a recorded interview was conducted should be documented in a property or other report.
 - 3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
- (d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
- (e) Identify any witnesses not already included in related reports.
- (f) Review and approve all related reports.
- (g) Determine if there is any indication that the subject may pursue civil litigation.
 - 1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 [WATCH COMMANDER] RESPONSIBILITY

The [Watch Commander] shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

[Officers/Deputies] will receive periodic training on this policy and demonstrate their knowledge and understanding.

Public Recording of Law Enforcement Activity

426.1 PURPOSE AND SCOPE

This policy provides guidelines for handling situations in which members of the public photograph or audio/video record law enforcement actions and other public activities that involve members of this department. In addition, this policy provides guidelines for situations where the recordings may be evidence.

426.2 POLICY

The [Anytown Police Department] recognizes the right of persons to lawfully record members of this department who are performing their official duties. Members of this department will not prohibit or intentionally interfere with such lawful recordings. Any recordings that are deemed to be evidence of a crime or relevant to an investigation will only be collected or seized lawfully.

[Officers/Deputies] should exercise restraint and should not resort to highly discretionary arrests for offenses such as interference, failure to comply or disorderly conduct as a means of preventing someone from exercising the right to record members performing their official duties.

426.3 RECORDING LAW ENFORCEMENT ACTIVITY

Members of the public who wish to record law enforcement activities are limited only in certain aspects.

- (a) Recordings may be made from any public place or any private property where the individual has the legal right to be present (Penal Code § 69; Penal Code § 148).
- (b) Beyond the act of photographing or recording, individuals may not interfere with the law enforcement activity. Examples of interference include, but are not limited to:
 - 1. Tampering with a witness or suspect.
 - 2. Inciting others to violate the law.
 - 3. Being so close to the activity as to present a clear safety hazard to the [officers/deputies].
 - 4. Being so close to the activity as to interfere with [an officer/a deputy]'s effective communication with a suspect or witness.
- (c) The individual may not present an undue safety risk to the [officers/deputies], him/herself or others.

426.4 [OFFICER/DEPUTY] RESPONSE

[Officers/Deputies] should promptly request a supervisor respond to the scene whenever it appears that anyone recording activities may be interfering with an investigation or it is believed that the recording may be evidence. If practicable, [officers/deputies] should wait for the supervisor to arrive before taking enforcement action or seizing any cameras or recording media.

Whenever practicable, [officers/deputies] or supervisors should give clear and concise warnings to individuals who are conducting themselves in a manner that would cause their recording or

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behavior to be unlawful. Accompanying the warnings should be clear directions on what an individual can do to be compliant; directions should be specific enough to allow compliance. For example, rather than directing an individual to clear the area, [an officer/a deputy] could advise the person that he/she may continue observing and recording from the sidewalk across the street.

If an arrest or other significant enforcement activity is taken as the result of a recording that interferes with law enforcement activity, [officers/deputies] shall document in a report the nature and extent of the interference or other unlawful behavior and the warnings that were issued.

426.5 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to the scene when requested or any time the circumstances indicate a likelihood of interference or other unlawful behavior.

The supervisor should review the situation with the [officer/deputy] and:

- (a) Request any additional assistance as needed to ensure a safe environment.
- (b) Take a lead role in communicating with individuals who are observing or recording regarding any appropriate limitations on their location or behavior. When practical, the encounter should be recorded.
- (c) When practicable, allow adequate time for individuals to respond to requests for a change of location or behavior.
- (d) Ensure that any enforcement, seizure or other actions are consistent with this policy and constitutional and state law.
- (e) Explain alternatives for individuals who wish to express concern about the conduct of Department members, such as how and where to file a complaint.

426.6 SEIZING RECORDINGS AS EVIDENCE

[Officers/Deputies] should not seize recording devices or media unless (42 USC § 2000aa):

- (a) There is probable cause to believe the person recording has committed or is committing a crime to which the recording relates, and the recording is reasonably necessary for prosecution of the person.
 1. Absent exigency or consent, a warrant should be sought before seizing or viewing such recordings. Reasonable steps may be taken to prevent erasure of the recording.
- (b) There is reason to believe that the immediate seizure of such recordings is necessary to prevent serious bodily injury or death of any person.
- (c) The person consents.
 1. To ensure that the consent is voluntary, the request should not be made in a threatening or coercive manner.
 2. If the original recording is provided, a copy of the recording should be provided to the recording party, if practicable. The recording party should be permitted to be present while the copy is being made, if feasible.

Recording devices and media that are seized will be submitted within the guidelines of the Property and Evidence Policy.

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CHAPTER 3 – GENERAL OPERATIONS

Use of Force

This policy describes the philosophy of the use of force by sworn officers along with guidelines on the reasonable use of force and related issues.

BACKGROUND NOTES

- Lexipol has strongly advocated against the inclusion of any sort of force continuum or escalation scale for many years, based upon very favorable language from the courts. The U.S. Supreme Court determined that the single question to be asked is whether a particular application of force was reasonable under the circumstances presented to the officer at the time the decision was made, and not whether some sort of alternative level of force could have been used (see e.g., *Scott v. Harris*, 127 S. Ct. 1769 (2007)). As such, this policy does not contain any sort of escalation scale or use of force continuum. We urge you to adopt this approach.
- Specific forms of force (e.g., impact weapons, pepper spray, projectile systems) are covered in a separate Control Devices Policy.
- Canines are covered in a separate Canines Policy, which will be included if you indicated on the Questionnaire that your agency has a canine unit.

CUSTOMIZATION GUIDELINES

Please review the following sections carefully and customize accordingly to meet your agency's practice:

- **PAIN COMPLIANCE TECHNIQUES** and **CAROTID CONTROL HOLD** (If your agency does not permit these techniques, delete the subsections or indicate that these techniques are restricted or prohibited. Please recognize, however, that any such absolute omission may prove to be detrimental at some later point if your officers nonetheless apply such force in a situation that would have otherwise justified its use.)
- **TRAINING** (Although there may not be a specific state training mandate for use of force, Lexipol encourages each agency to establish regular training on this policy for all members who exercise arrest powers or carry firearms or control devices. A training schedule was purposefully not specified to avoid imposing training requirements that may exceed your agency's available resources. However, you should incorporate the appropriate language that is consistent with your agency's training plan into this section.)

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Use of Force - Medical Consideration

Topic: Use of Force

DTB Date:

SCENARIO:

You're grateful that [Officer/Deputy] Jim Nakayama arrived when he did. You were just about to lose control of Steve Taylor's arm from his wild, almost feverish, resistance. Finally, the two of you are able to appropriately overpower Mr. Taylor with your combined strength and weight. Mr. Taylor is on the ground as you and [Officer/Deputy] Nakayama struggle to handcuff him. Everyone is straining through gritted teeth and out of breath. Suddenly, Mr. Taylor desperately begins whispering, "I can't breathe, I can't breathe!" then frantically redoubles the intensity of his resistance.

ISSUE: What should you do?

RULE:

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple [officers/deputies] to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. [Officers/Deputies] who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

ANALYSIS:

Mr. Taylor has engaged in a protracted struggle with you and [Officer/Deputy] Nakayama and it took both of you to bring him under control. Even though he is not yet handcuffed, he has expressed a complaint that he cannot breathe. His complaint of being unable to breathe should be treated as an indication of possible severe medical distress.

CONCLUSION:

You should consider this call a medical emergency, and you should take appropriate steps to obtain emergency medical assistance as soon as practicable. Mr. Taylor must be continuously monitored until he can be medically assessed.

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At some point in our careers, we may have heard [an officer/a deputy] say something like, "If he can talk, he can breathe." Not only are such comments unhelpful, they can seriously hurt us when our actions are reviewed by supervisors, a jury or the public.

QUESTION:

An arrestee's complaint of not being able to breathe is a sign of possible serious physical distress and, after we summon emergency medical assistance, we must continually monitor the arrestee until he/she can be medically assessed.

ANSWERS:

True

False

CORRECT ANSWER:

True

REFER:

300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the [officer/deputy]'s initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another [officer/deputy] and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor, or if not available, the primary handling [officer/deputy] shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the [officer/deputy] reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple [officers/deputies] to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. [Officers/Deputies] who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

MEMORANDUM

TO: Board of Directors
From: Steven E. Wickstrum, General Manager
RE: Declaration of a Stage 3 Water Supply Condition in the Lake Casitas
Date: April 22, 2016

RECOMMENDATION:

It is recommended that the Board of Directors consider the adoption of the resolution to declare that a Stage 3 condition exists for the Lake Casitas water supply and provide direction to staff to implement specific actions in accordance with the Casitas Water Efficiency and Allocation Program.

BACKGROUND:

On April 11, 2016, the Board of Directors were informed of the Casitas water supply and demand status by memorandum dated April 4, 2016, attached. The Board directed the General Manager to prepare a resolution for consideration of the action to declare a Stage 3 condition and implement additional actions and measures pursuant to the Casitas Water Efficiency and Allocation Program.

A resolution is prepared and attached for consideration of the Board of Directors. The specific actions are provided in three categories. The first category of actions are to be implemented upon adoption of the resolution, and are specifically guided toward communication and public outreach. The second category is the consideration of limiting the further issuance of new service connection or issuance of addition water allocations during the Stage 3 condition. This topic will require further analysis and consideration by the Board and legal counsel. The third category of actions are to be implemented on July 1, 2016, and are associated with the adjustment of the allocations, landscape irrigation limitation, and the conservation penalty.

If there any questions in this regard, please do not hesitate to ask me.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 16-

**A RESOLUTION DECLARING AND IMPLEMENTING
A STAGE 3 WATER SUPPLY CONDITION
FOR ALL CASITAS CUSTOMERS**

WHEREAS, during the drought experienced in the Ventura River watershed during the period of 1987 through 1990, the annual water demands from Lake Casitas escalated and temporarily exceeded the safe yield of the Lake Casitas water supply and water stored in Lake Casitas diminished from a full condition to approximately 50.2 percent of full lake capacity; and

WHEREAS, in 1990, the Casitas Municipal Water District ("Casitas") concluded that the long-term demand upon Lake Casitas shall not exceed the safe yield of Lake Casitas and other Casitas sources of water supply; and

WHEREAS, in 1992, Casitas adopted Ordinance 92-7, the Water Efficiency and Allocation Program (WEAP), and Resolution 92-11, the Water Shortage Contingency Plan, which was implemented in the Casitas Rates and Regulations for Water Service for all Casitas customers; and

WHEREAS, the application of water allocations, water conservation measures and progressive restrictions on water use set forth by the adopted Ordinance 92-7, the Water Efficiency and Allocation Program (WEAP), and Resolution 92-11, the Water Shortage Contingency Plan, are intended to provide to the water consumer an effective and immediately available means of conserving water in a manner that is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety, and welfare and to preserve valuable limited water supply, avoid depleting water storage to an unacceptably low level, and thereby lessen the possibility of experiencing severe critical water shortages if dry conditions continue or worsen; and

WHEREAS, in 2004, Casitas evaluated the safe yield of the Ventura River Project under the changed conditions imposed by the 2003 Biological Opinion, pursuant to the Federal Endangered Species Act, for the operations of the Robles Diversion and the inclusion of the change in water supply with the eventual removal of Matilija Dam, concluding that the safe yield of the Ventura River Project is significantly reduced as a result of these changing conditions and that alternative demand reduction measures may be required to balance long-term water supplies and water demands while meeting the needs of the environment; and

WHEREAS, in 2005, Casitas prepared and adopted the 2005 Urban Water Management Plan that summarized information on present and future water resources and demands, provided water supply planning, provided water shortage contingency planning, and described

Casitas efforts to implement water conservation and efficient water uses for all Casitas' water customers; and

WHEREAS, in 2006, Casitas implemented operational measures at the Robles Diversion and Fish Passage Facility to comply with the 2003 Biological Opinion for the restoration of the endangered steelhead trout in the Ventura River, and that the implementation of said operational measures lessened the quantities of water that could be diverted to and stored in Lake Casitas for beneficial uses, and thereby reducing the safe yield of the Ventura River Project; and

WHEREAS, in 2009, the State of California enacted the Urban Water Management Planning Act (SB7X X) that legislated requirements for long-term water resources planning to ensure adequate water supplies to meet existing and future demands for water; and

WHEREAS, on June 22, 2011, in accordance with California Water Code §10620–10656, Casitas adopted the 2010 Urban Water Management Plan that further defined stages of action to achieve the balance between water supplies and demand through an equitable distribution of the existing water supplies, and to establish consumption limits in its water shortage contingency plan that would reduce water use; and

WHEREAS, the Casitas 2010 Urban Water Management Plan established that a Level Two Alert may result with conditions that cause a lowering of water stored in Lake Casitas to be at or near the 50% full; and

WHEREAS, on January 17, 2014, the Governor of California proclaimed a State of Emergency to exist throughout California due to severe drought conditions that have persisted since 2012 and further proclaimed on April 25, 2014 that a Continued State of Emergency exists throughout California due to the ongoing drought; and

WHEREAS, the Governor's proclamation called upon all Californians to reduce their water usage by 20 percent; and

WHEREAS, the Governor's proclamation called upon local urban water suppliers and municipalities to implement any local water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

WHEREAS, on July 9, 2014, the Casitas Board proclaimed by Resolution 14-14 that drought conditions are stressing the groundwater and surface water supplies in western Ventura County to levels not seen in decades, and reaffirmed the Casitas 1992 Water Shortage Contingency Plan that sets a goal of a 20 percent voluntary reduction in water use; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted Resolution No. 2014-0038 that implemented emergency regulations and actions to further reduce water demands of urban customers by the implementation of specific water waste prohibitions and required the implementation of water supplier's approved Water Shortage Contingency Plan at a stage that requires mandatory water use restrictions on outdoor irrigation of ornamental landscapes or turf with potable water; and

WHEREAS, on August 13, 2014, Casitas adopted modifications to the Water Waste Prohibition Ordinance and the Casitas Water Shortage Contingency Plan to comply with the directives of the State Water Resources Control Board Resolution No. 2014-0038; and

WHEREAS, on April 1, 2015, the Governor of California issued Executive Order B-29-15, ordering that the State Water Resources Control Board impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, to lead a statewide initiative to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes, impose restrictions to require that commercial, industrial, and institutional properties immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the statewide 25% reduction in water use, prohibit irrigation with potable water of ornamental turf on public street medians, and prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems, and direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions; and

WHEREAS, on April 11, 2015, the volume of water stored in Lake Casitas had declined to 50 percent of total storage capacity and the Board of Directors declared that a Stage 2 condition exists at Lake Casitas; and

WHEREAS, on June 10, 2015, the Casitas Board of Directors adopted revisions to the Water Efficiency and Allocation Program and directed staff to implement the Program that sets a goal of a 20 percent mandatory reduction in water use during the Stage 2 water supply condition at Lake ; and

WHEREAS, the General Manager has reported to the Board of Directors by memorandum dated April 4, 2016, that during the winter months of 2016 the Ventura River watershed continued to experience below normal rainfall that is a continuation of drought conditions that are likely to extend through the remainder of calendar year 2016, and possibly into future years; and

WHEREAS, the releases of water from Lake Casitas to the Casitas main conveyance system totaled 17,246 acre-feet, which is less than the annual safe yield of Lake Casitas (20,850

Acre-feet per year), such that on April 22, 2016, the storage level of water in Lake Casitas has declined to 41.7 percent and will continue to decline to less than 40 percent during the summer of 2016, until adequate rainfall and runoff reoccur in the local watersheds; and

WHEREAS, as the drought continues, groundwater sources will become depleted and the remaining Lake Casitas water supply will become a primary source of water to supplement uses that otherwise rely on local groundwater sources; and

WHEREAS, the Casitas Water Efficiency and Allocation Program identifies a decline to forty (40) percent of storage available in Lake Casitas as the Stage 3 condition and subject to water demand reduction measures to preserve the Lake Casitas water supply during a continuation of the drought; and

WHEREAS, Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, that waste or unreasonable use or unreasonable method of use of water be prevented and that conservation of water be fully exercised with a view to the reasonable and beneficial use thereof; and

WHEREAS, California Water Code, Section 375, authorizes a water supplier to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve water supplies; and

WHEREAS, California Water Code, Section 71611 provides that a district may sell water under its control, without preference, to cities, other public corporations and agencies, and persons, within the district for use within the district.

WHEREAS, California Water Code Section 71640 authorizes the governing body of a municipal water district to restrict the use of district water during any emergency caused by drought, or other threatened or existing water shortage, and may prohibit the wastage of district water or the use of district water during such periods for any purpose other than household uses or such other restricted uses as the district determines to be necessary, and may prohibit use of district water during such periods for specific uses which it finds to be nonessential; and

WHEREAS, California Water Code Section 71642 authorizes the governing body of a municipal water district to find the existence or threat of a drought emergency or other threatened or existing water shortage, and that finding is prima facie evidence of the fact or matter so found, and such fact or matter shall be presumed to continue unchanged unless and until a contrary finding is made by the board by resolution or ordinance; and

WHEREAS, pursuant to Water Code section 71641 and Government Code section 6061, the [District] must publish in a newspaper of general circulation any ordinance setting forth the restrictions, prohibitions, and exclusions determined to be necessary under Water Code section 71640 within 10 days after its adoption; and

NOW, THEREFORE, BE IT RESOLVED that: by of the Casitas Municipal Water District as follows:

- 1) Pursuant to Water Code section 71642, and for the reasons set forth herein, the Board continues with the determination of the existence or threat of a drought emergency or other water shortage condition; and
- 2) Pursuant to California Water Code Section 71611 and under the authority of Water Code Section 71640, any water that is delivered from Lake Casitas and the Casitas distribution system that is used outside the District boundaries is considered an unreasonable use and an unreasonable method of use; and
- 3) Casitas hereby declares that a Stage 3 water supply condition exists within the service area of the Casitas Municipal Water District; and
- 4) The Board of Directors hereby directs staff to take the following actions that are described in the 2015 Water Efficiency and Allocation Program for a Stage 3 condition in Lake Casitas, in the specified time, that include:
 - a) Effective upon adoption of this Resolution:
 - i. Continue with the Stage 1 and Stage 2 measures; and
 - ii. Expand and intensify the public information campaign within Casitas Municipal Water District that a mandatory reduction in water use is required during Stage 3 water supply conditions.
 - iii. Implement measures to inform and educate all water users within Casitas Municipal Water District as to methods for achieving the reduction in water use.
 - iv. Increase the current level of public outreach.
 - v. Develop a budget to support water conservation and Public outreach efforts.
 - b) Prior to July 1, 2016, bring forward to the Board of Directors recommendations to consider a moratorium or controlled issuance of new water service connection and allocations.

- c) Effective July 1, 2016, implement the following Stage 3 actions and measures:
 - i. Reduce the initial allocation of every customer by an additional ten (10) percent; and
 - ii. Maintain the same conservation penalties as adopted by the Board of Directors on July 22, 2015; and
 - iii. Restrict landscape irrigation watering to one day a week, such day to be specified by Casitas.

5) The Stage 3 water supply condition shall be presumed to continue unchanged unless and until a contrary finding is made by the Board by resolution or ordinance.

ADOPTED this 27th day of April, 2016

Peter Kaiser, President
Casitas Municipal Water District

ATTEST:

Jim Word, Secretary
Casitas Municipal Water District

MEMORANDUM

TO: Board of Directors
From: Steven E. Wickstrum, General Manager
RE: 2016 Casitas Water Supply and Demand Status
Date: April 4, 2016

1. RECOMMENDATION

It is recommended that the Board of Directors read and consider the content of the following memorandum, ask questions and provide direction to staff at a subsequent meeting of the Board of Directors. Such direction may include but not be limited to the declaration that a Stage 3 condition exists in the Lake Casitas water supply and direction to staff to implement specific water conservation and demand reduction measures actions that are required to be taken by all Casitas customers.

2. BACKGROUND

In accordance with the direction provided in the Water Efficiency and Allocation Program, adopted June 10, 2015, specifically Section 5.2 entitled "*Water Resource Conditions and Actions*," the General Manager has prepared an annual assessment of local water supplies, water demands, and current effectiveness of water demand reduction measures is attached to this memorandum. The information in the assessment may necessitate the consideration and direction from the Board of Directors for further actions to preserve water supply for the future.

3. ASSESSMENT SUMMARY

The assessment provided in this memorandum can be summarized by the following points:

- a) The Ventura River watershed is experiencing a continued drought condition and did not receive appreciable rainfall during the 2016 winter to restore water supplies in either the local groundwater basins or Lake Casitas; and
- b) Lake Casitas will decline to forty (40) percent stored water level by June 1, 2016, at which time a Stage 3 condition in Lake Casitas is recognized; and
- c) The Lake Casitas stored water level will continue to decline further until significant rainfall occurs in the future, and given no rain and depending upon the rate of water extraction, may attain minimum pool between four to six years from the present condition;
- d) Water use in FY 2015-16 for all Casitas classifications has declined in varying degree during the drought as compared to water use in FY 2013-14; and
- e) The Casitas urban customer water use in the first six months of FY 2015-16 has decrease 38 percent from that of the same months in FY 2013-14, which exceeds the State's regulatory drought emergency standard of 32 percent for Casitas; and
- f) Casitas has implemented Stage 2 mandatory compliance of customers to an individual allocation assignment, strengthened public outreach to conserve water supplies, and

implemented demand reduction measure with a Conservation surcharge of \$1.00 per unit for monthly residential exceedance of the monthly allocation assignments and \$0.25 per unit for exceedance of annual allocation assignment for all other classifications;

- g) Growth is extremely slow as evidenced by the issuance of limited numbers of meters and allocations.

The assessments are to be considered in the implementation of a change in Stage and the demand reduction measures for FY 2016-17.

4. **ASSESSMENTS**

HYDROLOGY – WEATHER CONDITIONS.

Over the last nine years, western Ventura County has been under the influence of a high pressure weather system that has allowed only a limited number of rain storms to approach the local watersheds. Normal or average rainfall for the area is approximately 21 inches. Only four of the last ten years were above normal rainfall years and the last five years have been below average in rainfall (Table 1). It is very apparent that a prolonged dry cycle has been occurring in the Ventura River watershed.

Table 1 – Rainfall Totals for Matilija Dam and Casitas Dam (inches)

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Matilija Dam	9.23	33.62	16.56	36.54	40.28	14.21	11.85	14.76	17.57	13.35
Casitas Dam	8.60	26.19	14.82	31.13	35.99	15.11	10.99	9.90	11.65	11.07

The start of the winter of FY 2015-16 had high expectations of an El Nino condition that would bring needed water rainfall to replenish the groundwater basins and surface water storage – “*Too Big to Fail*” (David Patzert, JPL). Now, we have observed that the El Nino storms have swept through California approximately 200 miles north of Ventura County. There were no significant rain events in the Ventura River watersheds and no appreciable recovery to our water systems. There remains some optimism that rain could occur in April and May, but generally the late rains of April and May have not been of sufficient magnitude to cause appreciable runoff in our local watershed. This year’s rainy season appears to be effectively over for the Ventura River watershed.

In addition to the lack of local rainfall, the ambient air temperatures have been above average, if not record setting. The elevated temperatures cause a rise in the need for irrigation water.

The Climate Prediction Center/NCEP/NWS issued a March 10, 2016 discussion on the El Nino/Southern Oscillation (ENSO) that in summary stated “*A transition to ENSO-neutral is likely during the late Northern Hemisphere spring or early summer 2016, with close to a 50% chance for La Nina conditions to develop by the fall.*” Previous La Nina years have tended to produce dry to moderate rainfall years in Southern California and are not likely to improve water supply conditions during the winter of 2017.

WATER RESOURCES.

The primary water resources within the Casitas district boundaries are collectively the groundwater basins of the Ventura River, Ojai and Upper Ojai, and the surface water storage at Lake Casitas.

Groundwater Basins. The winter of 2016 brought minimal recovery to the local groundwater basins within the Casitas district boundaries.

The Upper Ventura River groundwater storage levels gained slightly during the few rain events of 2016. Surface flows were more indicative of urban flash runoff rather than a full basin condition. There was no surface flow continuity from Robles to Foster Park. The Ventura River Water District and Meiners Oaks Water District have expressed to Casitas that their ability to pump groundwater will cease by mid-summer of 2016, at which time the water demand loads from each agency will be transferred to the Lake Casitas supply.

The Ojai Basin storage did not recover appreciably from the 2016 rainfall. The Ojai Basin has been in a decline but remained above the record low storage level of the early 1950s. The Upper Ojai Basin, while having declined due to the lack of rainfall and infiltration during the current drought period, is relatively good condition to continue to provide enough water to pumpers in the Upper Ojai.

Surface Water Storage - Lake Casitas. Lake Casitas is the primary source of water supply for the Casitas Municipal Water District, constructed in the 1950's as a supplemental supply to local groundwater and as a primary source for areas that had no groundwater. Lake Casitas was last at a near full storage capacity (252,867 acre-feet) in May 2006. Since 2006, as illustrated in Figure 1, Lake Casitas storage has been in decline. The amount of water in storage at Lake Casitas on April 1, 2016 is approximately 106,000 acre-feet (41.7%). The amount of water stored in Lake Casitas will decline to less than 40 percent by June 1, 2016, and continue to decline through the peak water demands of the 2016 summer. It is unknown when the next significant rainfall events will return to cause a water storage recovery in Lake Casitas.

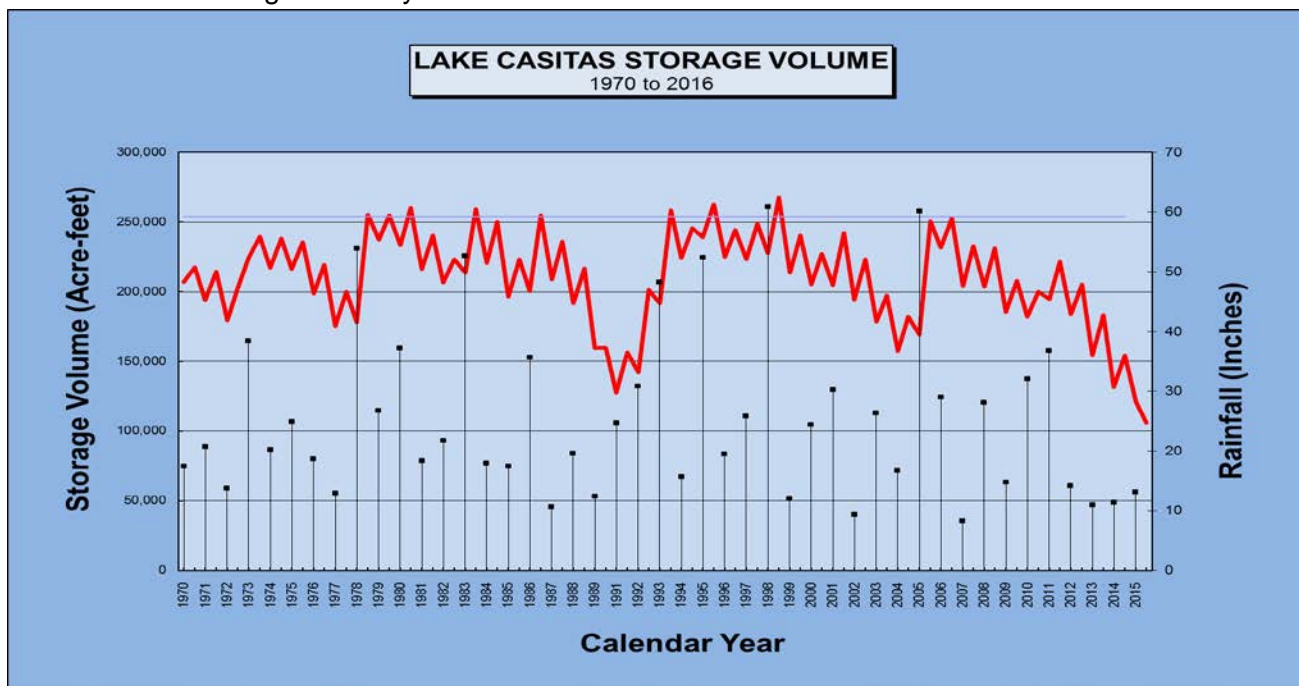


Figure 1 – Lake Casitas Storage Volume and Rainfall Trend (1970 to 2016)

A critical question that has been asked many times is - How long will the Lake Casitas supply last before declining to a minimum pool condition? Figure 2 provides an estimated trend for Lake Casitas where hypothetically there are no inflows (surface flows or rainfall) in the future, assuming four variations to the annual water demand, and the application of the evaporation rate to the declining surface area of Lake Casitas. The answer to the minimum pool question, from the starting point of 106,000 acre-feet in storage, is approximately four to six years.

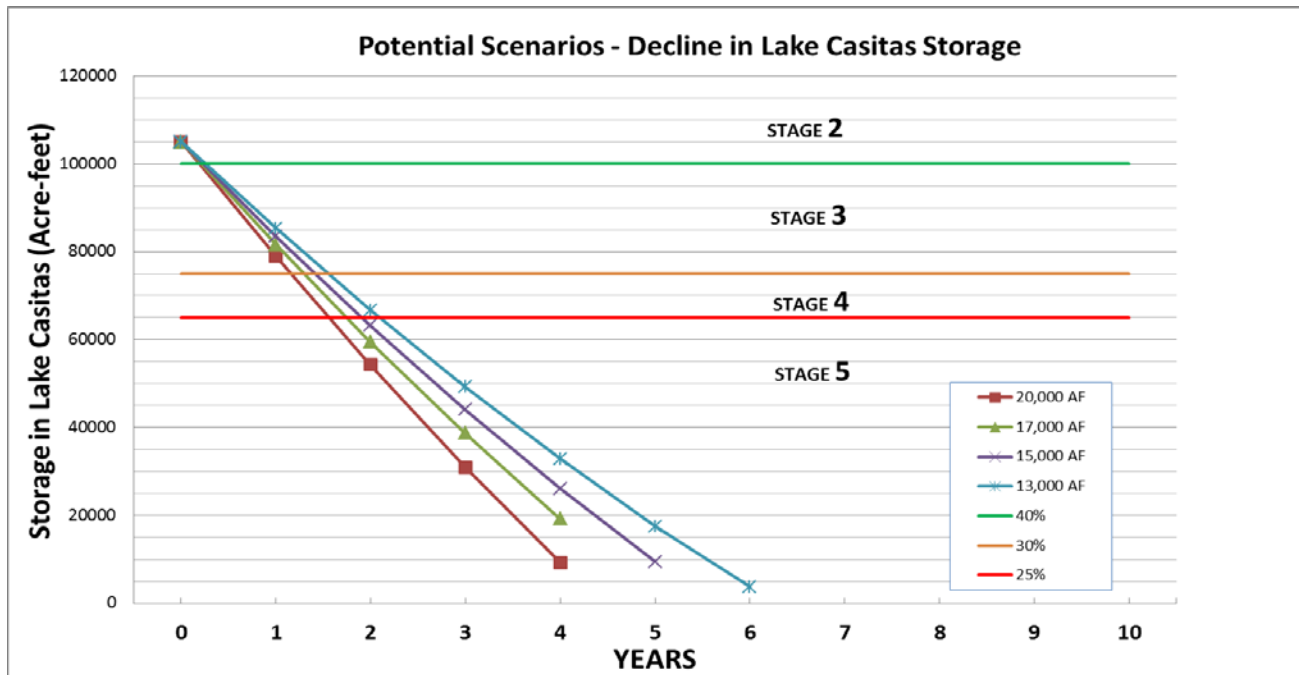


Figure 2 – Hypothetical Decline in Lake Casitas Storage

WATER USE.

Casitas has many time reviewed water use conditions in comparison to the safe yield of Lake Casitas. The latest work in 2003 reflected the water demands that occurred during the 1987 through 1991 drought period, with the concern that multiple dry years would result in an escalation of the water demand to levels above the safe yield, and that a continuation of the escalated water demand could rapidly lead to a Lake Casitas minimum pool condition.

In the 2007 through 2013 period, the water use tracked consistent to the 2003 evaluation. In 2014 and 2015, the third and fourth consecutive dry years, there appears to be a significant change in water use that reversed the escalation trend that was observed in 1990's. Figure 3 illustrates the changes in water demand from 1970 to present, and the significant change beginning in 2014. Possible influences to the change could be improvements to agricultural irrigation methods, the loss of large customers in the City of Ventura, heightened public participation in water conservation.

In April 2014, the State issued its Drought Emergency Declaration with a major public relations campaign. Casitas had already started its public information campaign with the recognition of declining lake levels to 50 percent of supply. The water conservation campaigns in 2015 intensified further with Lake Casitas declining to below the 50 percent storage level and the issuance of the State's Drought Emergency Regulations that required Casitas urban customers to reduce water use by 32 percent from the water use of calendar year 2013.

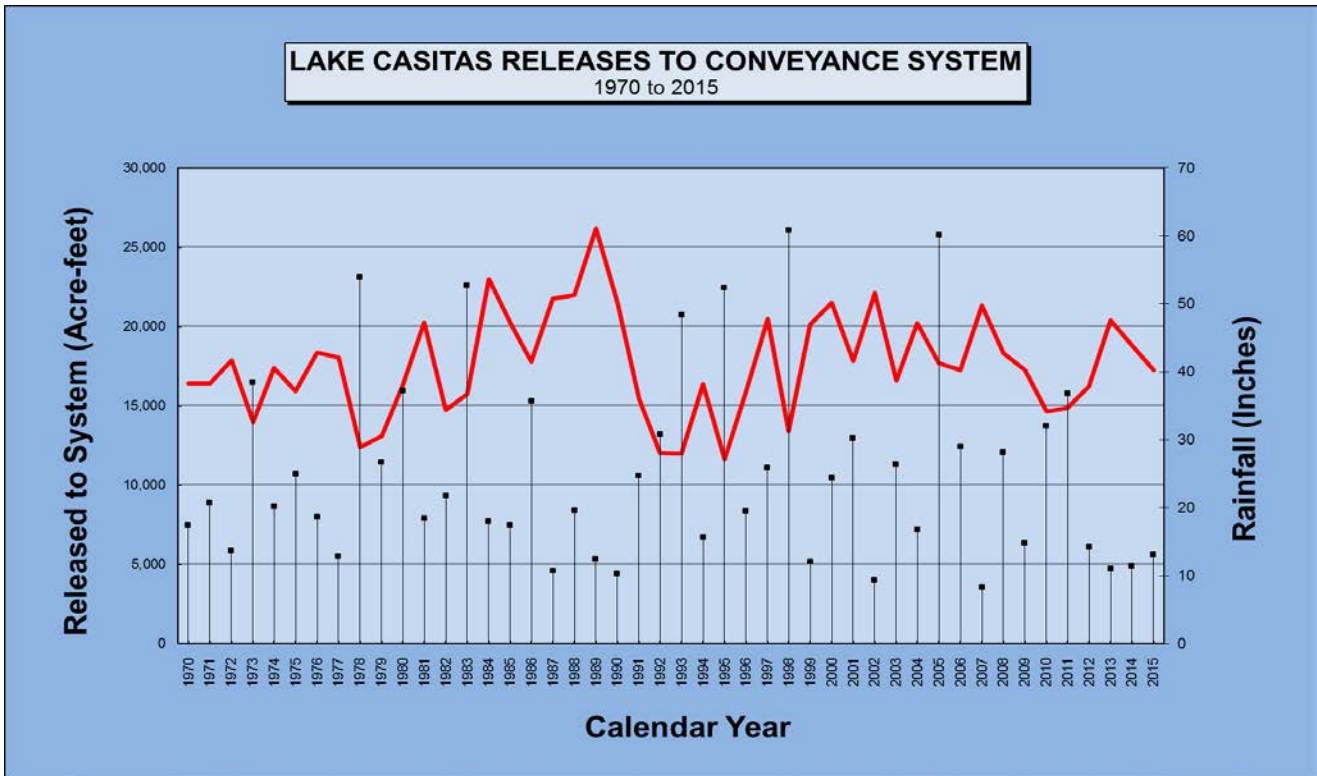


Figure 3 – Lake Casitas Releases to the Main Conveyance System

Drought Water Demand Response. A critical function of the WEAP is to manage water supplies in such a manner that prevent Lake Casitas from reaching a minim pool condition. A lesson learned from the Australian drought experience – start intense conservation measures early, rather than later, later is too late.

In May 2015, Casitas informed all customers of the implementation of the WEAP, the assignment of individual water allocations to each meter service, and the application of annual and monthly conservation surcharges for water use that is in excess of the assigned allocation. The Casitas declaration of a Stage 2 condition shifted water conservation from a voluntary status to a mandatory adherence to not exceed assigned water allocations. The district’s Water Conservation personnel developed and assigned water allocations to each individual meter service. The Casitas Administration Department performed a test run of the billing during July and August of 2015. The full implementation of the monthly conservation surcharge for the Residential Classification began with the September 2015 water use billing. The goal for the Casitas customers is to achieve water use that would be at or less than the allocation assignment and in effect, result in water use that would mandatorily not exceed 80 percent of the 1989 water use. The District’s urban water use has also been challenged to meet the State’s assignment of a 32 percent reduction in water use from that water use occurring in calendar year 2013.

The urban classifications (commercial, interdepartmental, fire, industrial, other, and residential) water demand by the for the first six months of FY 2015-16 has attained a 38 percent reduction from the FY 2013-14 water demand for the same classifications. This exceeds the State’s water conservation requirement to attain a 32 percent reduction. It should be recognized that Resale customers also had

similar water demand reductions in their service areas while meeting the State's conservation standards. The public appears to have responded to the requests to conserve water.

The comparative data in Table 2 illustrates the customer classification water use response under the Stage 2 Condition and the State's Drought Emergency Regulations for the first six months of FY 2015-16. The comparison is limited to the six month period for which data is available and representative of recent events. Each of the listed six month periods experienced similar low rainfall totals and exhibit the water demand reduction resulting from the public outreach that was implemented by Casitas and the State's declaration of a drought.

Table 2 – Customer Classification Allocation Assignment and Water Use – Six-Month Comparison

Water Customer Classification	Annual Allocation (AF/YR)	FY 13-14	FY 15-16	Change	% Change
		Jul-Dec (AF)	Jul-Dec (AF)	FY 13-14 to FY 15-16 (AF)	FY 13-14 to FY 15-16
Agriculture-Domestic	6732	3,068	2,862	-206	-7 %
Agriculture	3200	2,431	1,971	-460	- 19 %
Commercial	536	488	348	-140	- 29 %
Interdepartmental	100	85	43	-42	- 51 %
Fire	0	1	0	-1	- 100%
Industrial	54	11	8	-3	-38 %
Other	184	180	80	-100	- 56 %
Residential	2290	1,066	656	-410	- 38 %
Resale Pumped	1846	889	715	-174	-20 %
Resale Gravity	5000	3,470	2,519	-951	- 27 %
Temporary	0	46	9	-37	- 80 %
Total	20,142	11,735	9,211	-2,524	- 22 %

The water sales data for the FY 2015-16, through February 2016, indicates continued conservation that trend toward a fiscal water sales total of approximately 16,000 acre-feet.

The annual allocation numbers included in Table 2 are representative of the sum of allocation assignments in each classification. It should be noted that the annual allocation also accounts for the agricultural groundwater water demand known to date that may shift to the Lake Casitas supply.

The District has been tracking the performance of the Residential classification relative to the monthly water allocation assignments for each individual residential account. In September 2015, the water used in excess of the monthly allocation was billed as a Conservation Penalty at the rate of \$1.00 per unit. In general, the residential classification appears to be practicing appropriate water conservation, with over 85 percent of the accounts using less water than the assigned allocation (Table 3). For some customers calling into the District about their conservation penalty, it appears that some customers did not make adjustments to outdoor irrigation to match the season variation in the

allocation assignment. Many customers are only slightly over the allocation threshold, while staff has noted that approximately 5 percent of the residential customers are far from meeting the allocation assignment and will be contacted by Casitas staff to offer assistance to help those high-use customers reduce their water demand.

Table 3 – Residential Water Demand in Excess of Allocation Assignments

	Sept	Oct	Nov	Dec	Jan	Feb	Total
Number of Residential Accounts	2,709	2,709	2,711	2,700	2,706	2,704	
Accounts with Conservation Penalty	228	407	412	368	218	368	
Units Over-Allocation (Units)	9,936	13,220	12,628	10,072	3,339	6,698	55,893
Residential Water Sales (Units)	55,321	44,867	44,867	41,382	21,780	29,185	237,402

For the remaining classifications, the initial allocation is an annual water demand, with a Conservation Penalty that is to be billed in July 2016. The annual allocation classifications will be assessed \$0.25 per unit in the Conservation Penalty. The annual classifications are informed monthly of their water use in progress. Staff has noted that a majority of the annual classification customers are likely to attain water use that is less than their assigned annual allocation, while some have already or are likely to surpass the annual allocation assignment and receive a bill in July 2016 for the conservation Penalty.

Revenue. The reduction in water demand with no change in water rates has resulted in a reduction in revenue. The Revenue and Expense Report for July 1, 2015 through January 2016, indicates that water sales revenue is \$942,413.65 less than the same period in FY 2014-15. The good news is that the revenue through January 2016 (\$4,227,662) is pacing to meet the budget estimate of \$7,288,779, based on current rates and the sale of 16,619 acre-feet. Applying an additional 10 percent of water demand reduction measures could result in an additional \$700,000 reduction in revenue and will begin to affect Casitas' ability to meet budgetary requirements to operate and maintain the Casitas water system unless balanced by appropriate changes to water rates or the application of variation of water sales reserves.

Growth. The service area of the District is in extremely slow growth. Most requests the Casitas receives are related to expansions of agriculture or residential housing construction. The slow growth rate is indicative of the information illustrated in Table 4. During the past five years, Casitas has installed fourteen meters and issued 17.3 acre-feet of water allocation. There are three pending requests for allocation expansions that have not moved forward to date. On the average of less than three meters per year have been installed, and minus the agricultural allocation, less than 2.5 acre-feet per year allocated to new or expanding water use.

Table 4 – Water Service and Allocation Assignments by Casitas MWD (CY 2012-2015)

	No. of Meters Issued	Allocation Issued (AF)	Project types and expansions of existing allocations
2012	3	2.22	Three residential projects, one expansion of allocation
2013	1	1.88	1 residential project, 1 expansion of allocation
2014	6	9.85	5 AF for one Agricultural parcel, five other residential projects and two expansions of allocation.
2015	1	1.27	One residential project in Ventura River Water District service area and 1 expansion of allocation
2016	3	2.08	Residential projects in Casitas (two) and Ventura River Water District (one).
Pending	0	4.92	4 AF expansion potential for Agricultural parcel, 0.92 AF for two other commercial project allocation expansions

5. RECOMMENDED WEAP ACTIONS

The WEAP lists in Table 6 a series of actions to be considered by the Board of Directors for implementation when transitioning to any Stage condition of Lake Casitas. A copy of the WEAP Table 6 is attached to the end of this memorandum. The following are assessments of the WEAP actions:

Communications.

- **Declare Stage 3.** Key to the action is the recognition that the change in Stage condition is eminent and likely to occur and persist in the near future. The declaration of a change to Stage 3 condition is accomplished by a resolution of the Board of Directors. Stage 3 is identified as a condition in which a water shortage is eminent.
- **Expand and intensify public information campaign.** The purpose of making the assessments and declaration in April of each year is to allow for additional communications to the customers of the impending change that will become effective on July 1. A change that further reduces the water allocation or changes the conservation surcharge is intended to affect the water demands on the Lake Casitas supply. The changes will also have an effect on the planning of businesses, agricultural customers, and higher use residential customers. With a notification of the changes in April, there is a two month period for customers to make adjustments to their water demand.
- **Provide regular briefings, publish monthly consumption report.** A part of this task is being accomplished as require by the State Water resources Control Board. Additionally, the billing system provides to the customer a monthly status on their water use progress and the application of conservation surcharges.

- **Hire additional temporary staff in customer service, conservation, and water distribution for water waste enforcement.** This topic has been discussed among staff and there does not appear to be a need at this time for additional staffing. This could change and additional staffing justified.
- **Moratorium on new service connections.** A specific concern that occurred in the 1990's was that a declaration of a water shortage would cause an influx of additional requests for water service and allocations from land developers. Indeed, that did happen in 1990. Casitas declared a water service moratorium and developed a waiting list that included 300 applicants. When it came time to pay for the allocation and water service connection, only one in ten applicants completed the process. Based on the Growth section above, an alternative to the complete moratorium, which is generally a temporary action, is to (1) limit the volume of allocation to be issued in any one year, suggest 10 acre-feet per fiscal year, (2) require a non-refundable deposit of \$1,000 upon submittal of the application for the water meter service and/or allocation, and (3) apply \$800 of the non-refundable deposit toward the allocation fee, and (4) require the fees and water service agreement be completed within 60 days of notice of availability by the District.

Customer Demand Reduction Measures.

- **Continue with Stage 1 and 2 measures.** Water conservation is becoming more of a way of life for the District's customers and the District should intensify the message that a water shortage is eminent. The enforcement of the Water Waste Prohibition Ordinance has continued and should continue into Stage 3 under the current system of public notification of waste. The system for allocation assignment and billing has now been implemented and should continue into Stage 3.
- **Reduce water allocations.** Begin Stage 3 on July 1, 2016, with a 10 percent reduction of water demand from that required in Stage 2. The customer water demand reduction response in the first seven months of FY 2015-16 have been very positive. If the water demand reduction measures are not being met during the course of FY 2016-17, make an additional adjustment to the allocations.
- **Landscape watering restricted to one day per week.** Direct staff to develop a plan for implementing the one-day a week landscape watering restriction. This would allow for coordination with other water agencies and provide guidelines that easy for the customers to follow and straight forward for staff to enforce.
- **No landscape changes unless xeriscape.** This requirement will take some coordination with customers, County and City planning offices, and probably more restricted by the allocation assignments for the parcel.

Penalties and Rates.

- **Consider and implement Conservation Penalty for water use in excess of allocation.** The District has established a conservation penalty of \$1.00 for each unit of water that is over the monthly allocation assignment for the Residential classification and a \$0.25 for each unit of water that is over the annual allocation for all other classification of service. It is

recommended to keep the conservation penalty at the same value for FY 2016-17 and change only if it is determined that water demand reduction is not being attained.

- **Consider rates for revenue stabilization and cost of service.** The Board will be considering water rates to achieve revenue stabilization and cost of service that will become effective for FY 2016-17.

6. OTHER.

Alternate Water Resources. It is understood that the City of Ventura is actively seeking to expand to alternate water resources that may include direct potable reuse, emergency interconnection to State Water via Callegaus Municipal Water District, and seawater desalination. The Board of Directors may direct the General Manager to engage in discussion with the City to include the participation by Casitas and other local water agencies.

7. POLICY AND PROGRAMS IN PLACE.

The combination of the State's recognition of a statewide drought and the Casitas recognition of transitioning to a Stage 2 condition at Lake Casitas has resulted in actions to reduce water demands that have been adopted by the Board of Directors and the State of California.

Resolution Adopting Management Priorities of Casitas Municipal Water District, Resolution No. 93-12. On March 10th, 1993, the Casitas Board of Directors resolved by Resolution No. 93-12 (1) that Casitas shall manage Lake Casitas and its water supplies so that it can provide back up to other water systems and meet its direct customer demands during droughts without running the lake dry.

Water Waste Prohibition Ordinance. (Ordinance 15-02). This Ordinance established water waste prohibitions and identified actions against violations of the Ordinance. Casitas staff has been actively engaged with the public reports of water waste.

Water Conservation Program. Since 1992, Casitas has actively assisted water customers throughout the district with fixture retrofits, irrigation surveys, residential and institutional water use surveys, provision of water conservation materials to local schools, public workshops and presentations on a wide variety of water conservation topics, public messaging, and financing assistance for water well improvements. The Water Conservation Program has partnered with other Ventura County agencies to obtain grants for additional water conservation measures.

Water Efficiency and Allocation Program (WEAP). The WEAP is the key water management tool for long-term drought response and water demand. The WEAP was adopted by the Board of Directors in January 1992 and recently adopted a revision of the WEAP in June 2015. The WEAP is the backbone to the Casitas Urban Water Management Plan. A critical element of the WEAP implementation is to cause water demands to be commensurate to the declared Stage of Lake Casitas.

In April, 2015, the Board of Directors declared that a Stage 2 condition for the Lake Casitas supply and directed staff to implement the Stage 2 actions that required a mandatory twenty percent reduction in water use from that water use in 1989. The mandatory reduction in water use twenty percent was considered in the assignment of water allocations for each Casitas water service.

By July 2015, Casitas completed the assignment of customer water allocations, and the initial billing modifications to track customer allocation assignments and conservation penalty for water use that is over the allocation assignment. The residential classification was placed on a monthly schedule for the water billing and conservation penalty, while all other classifications were placed on an annual schedule. Each water bill informs the customer of their allocation status.

State of California. On January 17, 2014, the Governor of the State of California proclaimed a state of emergency due to water supply impacts caused by three consecutive years of drought. The Governor has extended the state of emergency through October 2016. The State Water resources Control Board (SWRCB) has adopted and continued drought emergency regulations that require an urban water demand reduction from a base water use that occurred in FY 2013-14. For Casitas, the assigned for urban water demand reduction is 32 percent. The messaging by the State of a statewide drought has been very effective in causing local public response.

The El Nino of 2016 has replenished Northern California's water supply and snow pack. State Water availability has moved from a low of 15 percent in 2015 to a current level of 45 percent. The State can be expected to continue with the goal to reduce water demands statewide. One El Nino has improved the short-term water outlook but has not solved the State's water issues.

8. CONCLUSION.

The Ventura River watershed is in the grips of an extended drought period and Lake Casitas has performed as designed to supply water during the drought. We have no idea of how much longer until rain will return to the water shed in ample amounts to restore the groundwater basins, Lake Casitas and surface flows of local rivers. It will take critical and timely action by all water purveyors and the local communities and customers to survive on a limited water supply.

If you have any other questions, please ask.

Table 6 – Stage Actions and Water Demand Reduction Measures

Water Shortage Condition	Key Casitas Communications and Actions	Customer Demand Reduction Measures	Penalties And Rates
<p>Stage 1</p> <p>Supply Range 100% - 50%</p> <p>Demand Reduction 0%</p> <p>(80% of 1989 use)</p>	<ul style="list-style-type: none"> • Initiate public information and advertising campaign. • Publicize ways to reduce water consumption. • Coordinate conservation actions with other water purveyors and cities. • Perform water audits and promote water efficient use/conversions. • Conduct water workshops. • Temporary staffing for public inquiries, as needed. 	<ul style="list-style-type: none"> • Water conservation practices requested of all customer classifications. • Adhere to Water Waste Prohibition Ordinance. • Adhere to assigned water allocation or less. 	<ul style="list-style-type: none"> • Consider and implement Conservation Penalty for water use in excess of allocation. • Consider rates for revenue stabilization and cost of service.
<p>Stage 2</p> <p>Supply Range 50% - 40%</p> <p>Demand Reduction From Stage 1 Allocation 20%</p>	<ul style="list-style-type: none"> • Declare Stage 2 • Implement demand reductions for each customer classification. • Intensify public information campaign. • Optimize existing water resources. • Intensify leak detection. • Develop appeals staffing. • Consult with major customers to develop conservation plans and water use audits. 	<ul style="list-style-type: none"> • Continue all Stage 1 measures. • Landscape watering restricted to two (2) watering days per week. • Require water audits for large water users; implement recommendations of the water audits. • Businesses display “save water” signage. • Increase public information. 	<ul style="list-style-type: none"> • Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation. • Consider rates for revenue stabilization and cost of service.
<p>Stage 3</p> <p>Supply Range 40% - 30%</p> <p>Demand Reduction From Stage 1 Allocation 30%</p>	<ul style="list-style-type: none"> • Declare Stage 3 • Implement demand reductions for each customer classification. • Expand and intensify public information campaign. • Provide regular briefings, publish monthly consumption report. • Hire additional temporary staff in customer service, conservation, and water distribution. Water waste enforcement. • Moratorium on new service connections. 	<ul style="list-style-type: none"> • Continue with Stage 1 and 2 measures. • Reduced water allocations. • Landscape watering restricted to one (1) watering day per week. • No landscape changes unless xeriscape. 	<ul style="list-style-type: none"> • Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation. • Consider rates for revenue stabilization and cost of service.
<p>Stage 4</p> <p>Supply Range 30% - 25%</p> <p>Demand Reduction From Stage 1 Allocation 40%</p>	<ul style="list-style-type: none"> • Declare Stage 4 • Implement demand reductions for each customer classification. • Continue to provide regular media briefings. • Scale up appeals • Open drought information center. 	<ul style="list-style-type: none"> • Continue with Stage 1 through 3 measures. • Reduced water allocations. • Landscape watering restricted to one (1) watering day per week. • Implement restrictive Irrigation delivery schedule. • Minimal water for large landscapes. • Consider prohibition of filling swimming pools and fountains. • Implement restrictive Irrigation delivery schedule and quantities greater than 60%. 	<ul style="list-style-type: none"> • Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation. • Consider rates for revenue stabilization and cost of service.
<p>Stage 5</p> <p>Supply Range 25% - 0%</p> <p>Demand Reduction From Stage 1 Allocation 50%</p>	<ul style="list-style-type: none"> • Declare Stage 5 • Implement demand reductions for each customer classification. • Minimize outdoor water use and non-essential uses. • Implement aggressive public outreach and education program. • Implement crisis communications plan. • Coordinate with State and local agencies to address enforcement challenges. • Water Shortage Emergency declaration to be considered. 	<ul style="list-style-type: none"> • Continue with Stage 1 through 4 measures. • Reduced water allocations. • Rescind Temporary meters issued. • No turf irrigation. • Implement restrictive Irrigation delivery schedule and quantities greater than 50%. 	<ul style="list-style-type: none"> • Consider and implement Conservation Penalty for water use in excess of allocation – response to reduced allocation. • Consider rates for revenue stabilization and cost of service.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Finance Committee

DATE: April 15, 2016
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of April 15, 2016, at 0930 hours

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Peter Kaiser and Director Mary Bergen
General Manager, Steve Wickstrum
Accounting Manager/Treasurer, Denise Collin
Public: Mr. Robert Daddi and Mr. William Ulrich
2. **Public Comments.**
Mr. Daddi asked that Casitas request the City of Ventura to obtain State Water and not provide Casitas water to those communities that can get State Water. Further comment pertaining to other water companies' ability to write will-serve letters and are continuing to build.
3. **Board/Management comments.**
The General Manager informed the Committee that there is a need to expend funds to either recondition or replace a pump motor at the Fortress Pump Plant. Reconditioning is approximately \$2,500, and if not able to recondition the new pump motor will cost approximately \$7,500.
4. **Review of the Financial Statement for February 2016.**
The Committee reviewed the financial statement and discussed revenue, expenses, and allocation penalty charges that have been collected to date. Denise Collin informed the Committee that Casitas has received the grant reimbursement in the amount of \$789,000 from the State Drought Grant for Casitas' installation of the hypolimnetic system in Lake Casitas. Committee reviewed additional revenue to come in the next months from taxes (Prop. 1A and CFD 2013-01).
5. **Review of the Water Consumption for February 2016.**
The Committee reviewed the water consumption numbers for February 2016. It was noted that February was an unusual hot month that caused agriculture to use more water than a normal February. There is a notable reduction in water use in every other classification.
6. **Discussion regarding 2016/2017 Budget.**
Denise Collin presented the initial work on budget revenue, expenses and capital projects. The Committee reviewed general aspects of the budget and will move the budget discussion to a Board workshop to be conducted at the earliest time.
7. **Discussion regarding Water Rates.**
The Committee discussed the initial rate structures that have been developed initially by Raftelis Consultants and slight modifications that consider options of a two-tier and a four tier rates for the residential classification. The Committee discussed bringing the water rate discussion forward to the Board during a workshop to be conducted at the earliest time. The Committee discussed the schedule for the Board's review and approval of the budget and water rates.

8. **Review of the Engagement Letter from the Pun Group for the 2015-16 Audit.**
The Committee was made aware of the letter and the direction of the General Manager to sign and return to letter under the current contractual agreement with the Pun Group.
9. **Discussion regarding the purchase of a Polaris from Epic Motorsports in the amount of \$15,718.87.**
The Committee was informed of the bids received for a utility vehicle to be used at the water treatment plant. The purchase of the Polaris is ready to move forward to the Board of Directors.

MAR 31 2016



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Region
South-Central California Area Office
1243 N Street
Fresno, CA 93721-1813

IN REPLY REFER TO:

SCC-452
LND-8.00

MAR 28 2016

Members of the Board
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

Subject: Support Limited Peace Officer Status - Park Services Officers, Lake Casitas Recreation Area, Casitas Municipal Water District (CMWD), Ventura River Project.

This letter is to express Bureau of Reclamation (Reclamation), South-Central California Area Office, support for CMWD Board decision to pursue limited Peace Officer status at Casitas Lake Recreation area (Casitas Lake).

As provided for under Article 4(a) of Management Agreement No. 11-LC-20-0216, between Reclamation and CMWD, "The District will, within the limits of its authority, adopt and enforce rules and regulations for public conduct within the Reservoir Area as are necessary and desirable to protect the health and safety of persons using the Reservoir Area, for the preservation of law and order, and for the protection of resources, lands and Recreation Facilities."

Reclamation supports the CMWD Board as they determine what the appropriate level of training, recruitment, and subsequent certification is necessary for Peace Officers at Casitas Lake. Preparing for additional training to existing staff or hiring new staff to become Limited Peace Officers, or otherwise referred to as Law Enforcement Rangers, will best serve the Recreation Area and Reclamation's mission. Reclamation believes that the presence of Peace Officers at Lake Casitas will provide better communication among local law enforcement agencies such as the United States Forest Service and the Ventura County Sheriff's Department as well as promote a healthier and safer environment for the recreating public.

Reclamation and CMWD will continue to identify and work together to address Land Management needs at Lake Casitas through financial assistance agreements when appropriated funds are available.

If you have any questions or concerns please contact Mr. Jason Kirby, Land Resource Specialist, of my staff at 559-487-5409, 800-877-8339 for the hearing impaired, or by electronic mail at jkirby@usbr.gov.

Sincerely,


Sheryl Carter
Chief, Land Resources Management Division

cc: Steve Wickstrum
General Manager
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

Carol Belser
Park Services Manager
Lake Casitas Recreation Area
11311 Santa Ana Road
Ventura, California 93001

MEMORANDUM

TO: Board of Directors
From: Steven E. Wickstrum, General Manager
RE: Information – Upper Ventura River Groundwater Sustainability Agency –
GSA Formation Committee Meeting Agency Formation – Voting Format
Date: April 18, 2016

RECOMMENDATION:

It is recommended that the Board of Directors receive, provide comment to the General Manager, and file this memorandum.

BACKGROUND:

A committee of representatives from local water agencies and the County of Ventura are proceeding with the formation of a Groundwater Sustainability Agency for the Upper Ventura River. The committee is developing a joint powers agreement that will govern the actions of the Agency.

MEETING TOPIC:

During the April 10, 2016, formation committee meeting the topic was member voting. After much deliberation, the formation committee moved to (1) aim for consensus first, (2) if consensus cannot be reached, most decisions will be made using a simple majority; and (3) major decisions (to be further defined) will require a supermajority of 6 votes.

If the Casitas Board of Directors has any concerns or additional information regarding this direction, please advise during the regular meeting of the Board on April 27, 2016.

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
04/19/16**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Farm CR Bank	3133EAZM3	7/24/2023	\$1,658,682	\$1,722,000	2.380%	9/16/2014	8.83%	2615
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$854,808	\$846,703	2.790%	3/28/2016	4.34%	3560
*TB	Federal Farm CR Bank	3133EFNR4	11/18/2024	\$809,060	\$805,613	2.870%	11/18/2015	4.13%	3089
	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,016,022	\$1,008,930	3.000%	3/24/2016	5.17%	3889
*TB	Federal Farm CR Bank	33133EFHV2	10/13/2022	\$588,394	\$580,963	2.200%	10/23/2015	2.98%	2334
*TB	Federal Farm CR Bank	3133EED31	4/28/2025	\$2,988,971	\$2,968,089	2.800%	6/2/2015	15.21%	3249
*TB	Federal Home Loan Bank	313381TA3	1/17/2023	\$277,619	\$283,555	2.240%	9/8/2014	1.45%	2428
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,370,833	\$1,374,867	1.625%	10/3/2012	7.05%	1135
*TB	Federal Home Loan Bank	313379RN1	12/27/2024	\$978,364	\$993,498	2.840%	6/18/2014	5.09%	3128
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$772,839	\$758,050	2.875%	2/19/2016	3.89%	3294
*TB	Federal Home Loan Bank	31338OA98	8/14/2024	\$126,966	\$131,702	2.500%	7/3/2014	0.68%	2995
676633	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$674,668	\$675,662	5.625%	1/16/2013	3.46%	1852
*TB	Federal Home Loan MTG Corp	3134G43A4	10/30/2024	\$849,441	\$885,027	2.500%	7/3/2014	4.54%	3071
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$678,300	\$696,284	2.375%	9/8/2014	3.57%	2064
*TB	Federal Home Loan MTG Corp	3134G34R8	7/23/2021	\$513,841	\$517,026	2.000%	12/2/2014	2.65%	1894
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,058,283	\$1,067,480	5.125%	1/3/2012	5.47%	568
*TB	Federal National Assn	3136G0K67	4/9/2021	\$192,000	\$192,597	2.000%	12/2/2014	0.99%	1790
*TB	Federal National Assn	3135G0ES80	11/15/2016	\$684,705	\$686,395	1.375%	3/12/2012	3.52%	206
*TB	US Treasury Inflation Index NTS	912828JE10	7/15/2018	\$1,146,994	\$1,154,557	1.375%	7/6/2010	5.92%	806
*TB	US Treasury Inflation Index NTS	912828MF4	1/15/2020	\$1,131,762	\$1,167,379	1.375%	11/18/2015	5.98%	1346
*TB	US Treasury Note	912828WE6	11/15/2023	\$768,969	\$828,946	2.750%	12/13/2013	4.25%	2726
Accrued Interest					\$162,883				
Total in Gov't Sec. (11-00-1055-00&1065)				\$19,141,518	\$19,508,205			99.98%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$448	\$448	0.32%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,848	\$2,848	0.50%	Estimated	0.01%	
TOTAL FUNDS INVESTED				\$19,144,814	\$19,511,501			100.00%	
Total Funds Invested last report				\$19,146,835	\$19,515,217				
Total Funds Invested 1 Yr. Ago				\$18,178,893	\$18,457,707				
****	CASH IN BANK (11-00-1000-00) EST.			\$4,810,921	\$4,810,921				
	CASH IN Western Asset Money Market			\$8,643	\$8,643	0.01%			
TOTAL CASH & INVESTMENTS				\$23,964,378	\$24,331,065				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$24,087,003	\$24,365,816				

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

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.

All investments were made in accordance with the Treasurer's annual statement of investment policy.