

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
1055 Ventura Ave.  
Oak View, CA 93022  
Board Room  
May 25, 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. Minutes of the May 11, 2016 Board Meeting.
  - b. Resolution setting a public hearing on June 22, 2016 to hear input from the public regarding the Urban Water Management Plan/Agricultural Water Management Plan 2016 Update.
  - c. Resolution setting a public hearing on the Fiscal Year 2016-2017 Budget for June 22, 2016.

RECOMMENDED ACTION: Adopt Consent Agenda

6. Review of District Accounts Payable Report for the Period of 5/11/16 – 5/19/16.

RECOMMENDED ACTION: Motion approving report

7. Resolution to Approve and Adopt Ordinance No. 16-01 Amending Rules and Regulations for the Public Use of the Lake Casitas Recreational Area and Repealing Ordinance No. 14-01 in its Entirety and approve the job classifications for Park Ranger I, II, III and IV.

RECOMMENDED ACTION: Adopt Resolution and Ordinance

8. Information Items:
  - a. Executive Committee Minutes.
  - b. Investment Report.
9. Closed Session
  - a. Public Employee Performance Evaluation (Government Code Section 54957). Title: General Manager
10. Adjournment

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

Minutes of the Casitas Municipal Water District  
Board Meeting Held  
May 11, 2016

A meeting of the Board of Directors was held May 11, 2016 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California. The meeting was called to order at 3:00 p.m. Directors Kaiser, Baggerly, Word, Hicks and Bergen were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were five staff members and no members of the public in attendance. President Kaiser led the group in the flag salute.

1. Public Comments (items not on the agenda – three minute limit).

None

2. General Manager comments.

Mr. Wickstrum informed the board of the May 20<sup>th</sup> Casitas Water Adventure soft opening. Staff has been working hard to get the leaks fixed and everything ready. He then mentioned the Groundwater Sustainability Agency meeting the previous day where they finalized the voting process for the JPA. The board was informed of outreach meeting to be held at the Oak View Park and Resource Center regarding Oaks and Orchard drought course with the UC Master Gardeners.

3. Board of Director comments.

Director Hicks commented on an article in the LA Times about storage in the desert towards Las Vegas and their approval to pump the water and ship it into the city.

Director Baggerly asked the Recreation Committee to think about signage on the New Zealand mud snail to be placed at the entrance to the park to advise people what is going on. Mr. Wickstrum explained that our fishermen don't bring in waders and he suggested we coordinate with the Department of Fish & Wildlife to consider signage in the area. Director Hicks asked if they are able to get through the fish screens in the event that we divert. Mr. Wickstrum explained probably as they are very small but it is not evident that they would clog our pipes.

President

Kaiser applauded Director Bergen and Mr. Wickstrum for their efforts on the GSA including the dedication of time for the long meetings.

Director Baggerly informed the board that OBGMA was notified that we had received a comment on the basin boundary modification website. The State Water Resources Control Board is taking exception with the exclusions that were noted in the modification. We will respond to the questions. It will take more work and also applies to upper Ventura River basin.

Director Kaiser informed the board that he was contacted by Bud Rowe, former concessionaire at the lake, who tried to get into fish on Tuesday. Park Services Manager Belser informed the board that we have now moved to Old Coyote as Santa Ana is too shallow. We are waiting for additional supply of the matting material and it will remain closed until we get the product. President Kaiser asked for a quick email to be sent to inform the board.

Director Baggerly asked if we have you heard from CalPERS yet. The Clerk of the Board responded yes.

4. Board of Director Verbal Reports on Meetings Attended.

Director Bergen reported on attendance at the Upper Ventura River Basin GSA meeting and explained that the state board wants San Antonio creek to be part of the Upper Ventura River basin and it has never been. San Antonio creek is nowhere near a basin. They work with different perspectives with their mandates. We had a long meeting and worked through the voting structure. There is also a huge gap in time between when we can adopt the JPA and when we can assess fees. The agency will be funded through extraction fees. In the interim we have to set up the board, bylaws, and 218 processes before you can do the fees and it won't be inexpensive. Money will be an issue.

Director Hicks reported on his attendance at the AWA board meeting. Director Baggerly attended the Ventura River Watershed Council and gave a short update on the OBGMA. Director Word provided his written report for attending ACWA where there were continued discussions on the drought. Going up on 101 there was no evidence of any drought with new acres of vineyards going in. He talked to some farmers around Stockton area and asked about the water and they said when we don't have state water we put a deeper well in. Coming down 99 there was a lot of evidence of fallowed fields and more conversion of row crops disappearing and converting to trees. During the conference there was angst on regulations being imposed and regulatory agencies lack of use of science, especially with the delta. There were discussions on water markets and we will hear more of that. We can be glad we don't take or depend on state water.

5. Consent Agenda ADOPTED

- a. Minutes of the April 13, 2016 Board Meeting.

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

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

6. Review of District Accounts Payable Report for the Period of 4/27/16 – 5/4/16. APPROVED

On the motion of Director Hicks, seconded by Director Bergen the Accounts Payable report was approved by the following roll call vote:

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

7. Budget Workshop for Initial Review of the Proposed Fiscal Year 2016-2017 Budget including Revenue, Expenses and Capital Projects.

Mr. Wickstrum presented the proposed 2016-2017 Budget and discussed various expenditures, revenue and the capital projects. The Board also discussed the possibility of adjusting rates. Mr. Wickstrum suggested that we move forward with the budget process and schedule the budget hearing on June 22<sup>nd</sup> and the Finance committee continue discussions on rates with further information from Mr. Mathews.

8. Information Items:

- a. Notice sent to stakeholders regarding the May 18, 2016 workshop for the 2016 Urban Water Management Plan and Agricultural Water Management Plan.
- b. Water Consumption Report.
- c. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- d. Investment Report.

On the motion of Director Word, seconded by Director Hicks, the information items were approved by the following roll call vote:

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

President Kaiser called for a break at 5:01 p.m. and moved the meeting back in open session at 5:07 p.m. and then immediately moved the meeting into closed session.

9. Closed Session

- a. Conference with Legal counsel – Anticipated Litigation. Initiation of Litigation pursuant to Government Code Section 54956.9(c). (Number of Potential Cases: One)
- b. 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)

- c. Public Employee Discipline/Dismissal/Release. (Government Code Section 54957).
- d. Public Employee Performance Evaluation (Government Code Section 54957). Title: General Manager

President Kaiser moved the meeting back into open session at 5:53 p.m. with Mr. Mathews stating on closed session item 9 a the reportable action taken by a 5-0 vote for special counsel to file a second cause of action per ccp 526 (b) . The motion was made by Director Word and seconded by Director Baggerly. Mr. Mathews then explained that for closed session items 9 b, c and d there was no reportable action taken.

10. Adjournment

President Kaiser adjourned the meeting at 5:54 p.m.

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James W. Word, Secretary

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING FOR INPUT REGARDING THE URBAN WATER MANAGEMENT PLAN/AGRICULTURAL WATER MANAGEMENT PLAN 2016 UPDATE

WHEREAS, Casitas is interested in public comments regarding the adoption of the Urban Water management Plan/Agricultural Water Management Plan 2016 Update;

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

1. A public hearing will be conducted for the purpose of hearing all interested parties regarding the Urban Water Management Plan/Agricultural Water Management Plan 2016 Update.
2. The place of said hearing is hereby fixed at Casitas' Office, 1055 Ventura Avenue, in the town of Oak View. The date and time for said hearing is hereby fixed as June 22, 2016, at 3:00 p.m.
3. The Clerk of the Board of Casitas is hereby directed to give notice of said hearing by publishing a notice of the time and place of the hearing in the local newspapers.

ADOPTED this 25<sup>th</sup> day of May, 2016.

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Pete Kaiser, President  
Casitas Municipal Water District

ATTEST:

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James W. Word, Secretary  
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING FOR INPUT REGARDING THE 2016-2017 BUDGET

WHEREAS, Casitas is interested in public comments regarding the adoption of the 2016-2017 budget;

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

1. A public hearing will be conducted for the purpose of hearing all interested parties regarding the 2016-2017 budget.
2. The place of said hearing is hereby fixed at Casitas' Office, 1055 Ventura Avenue, in the town of Oak View. The date and time for said hearing is hereby fixed as June 22, 2016, at 3:00 p.m.
3. The Clerk of the Board of Casitas is hereby directed to give notice of said hearing by publishing a notice of the time and place of the hearing in the local newspapers.

ADOPTED this 25<sup>th</sup> day of May, 2016.

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Pete Kaiser, President  
Casitas Municipal Water District

ATTEST:

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James W. Word, Secretary  
Casitas Municipal Water District



**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 5/11/16-5/19/16**  
**Presented to the Board of Directors For Approval May 25, 2016**

<b>Check</b>	<b>Payee</b>			<b>Description</b>	<b>Amount</b>
000643	Payables Fund Account	#	9759651478	Accounts Payable Batch 051216	\$115,497.29
000644	Payables Fund Account	#	9759651478	Accounts Payable Batch 051916	\$123,088.92
					\$238,586.21
000645	Payroll Fund Account	#	9469730919	Estimated Payroll 6/9/16	\$155,000.00
					\$155,000.00
				Total	\$393,586.21

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, 000643-000645 have been duly audited is hereby certified as correct.

  
 \_\_\_\_\_  
 Rebekah Vieira, Clerk of the Board

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature


# A/P Fund

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

000643	A/P Checks:	023555-023569
	A/P Draft to P.E.R.S.	051263
	A/P Draft to State of CA	051262
	A/P Draft to I.R.S.	051261
	Voids:	

000644	A/P Checks:	023570-023636
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	

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



Rebekah Vieira, Clerk of the Board

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Signature

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Signature

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Signature

CERTIFICATION

Payroll disbursements for the pay period ending 05/07/16  
Pay Date of 05/12/16  
have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 5/9/16  
Denise Collin

Signed: \_\_\_\_\_  
Signature

Signed: \_\_\_\_\_  
Signature

Signed: \_\_\_\_\_  
Signature

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00163	OFFICE DEPOT							
C-837446886001	Smoke Alarms Returned	N	5/19/2016	161.23CR		000000		
I-834068099001	Smoke Alarms	N	5/19/2016	161.23		000000		
01153	RUSS BAGGERLY							
I-Apr 16	Reimburse Mileage 4/16	R	5/11/2016	47.54		023555		47.54
00126	CAROLE ILES							
I-Apr 16	Reimburse Mileage 4/16	R	5/11/2016	39.69		023556		39.69
02858	Dr. Norman Katz							
I-043016	Pre-Employment Screening	R	5/11/2016	450.00		023557		450.00
02724	Michael Moler							
I-Apr 16	Reimburse Expenses 4/16	R	5/11/2016	226.76		023558		226.76
00625	OfficeTeam							
I-45688581	Admin Temp	R	5/11/2016	520.08		023559		520.08
02643	Take Care by WageWorks							
I-4308118	Reimburse Medical	R	5/11/2016	105.20		023560		
I-4327616	Reimburse Medical	R	5/11/2016	108.00		023560		213.20
00247	County of Ventura							
I-041416	Encroachment Permits	R	5/11/2016	1,350.00		023561		1,350.00
00250	COUNTY OF VENTURA							
I-IN0150420	Pump Truck Permit	R	5/11/2016	252.00		023562		252.00
00274	JAMES WORD							
I-May 16	ACWA Conference Reimbursement	R	5/11/2016	1,268.96		023563		1,268.96
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201605091103	457 CATCH UP	R	5/11/2016	461.54		023564		
I-DCI201605091103	DEFERRED COMP FLAT	R	5/11/2016	1,859.62		023564		
I-DI%201605091103	DEFERRED COMP PERCENT	R	5/11/2016	224.51		023564		2,545.67
01960	Moringa Community							
I-MOR201605091103	PAYROLL CONTRIBUTIONS	R	5/11/2016	16.75		023565		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN201605091103	457 CATCH UP	R	5/11/2016	211.53		023566		
I-DCN201605091103	DEFERRED COMP FLAT	R	5/11/2016	3,983.85		023566		
I-DN%201605091103	DEFERRED COMP PERCENT	R	5/11/2016	319.30		023566		4,514.68

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00180	S.E.I.U. - LOCAL 721							
	I-COP201605091103 SEIU 721 COPE	R	5/11/2016	9.50		023567		
	I-UND201605091103 UNION DUES	R	5/11/2016	657.75		023567		667.25
01400	STATE DISBURSEMENT UNIT							
	I-CS4201605091103 Payroll Deduction 10-D000121	R	5/11/2016	682.14		023568		682.14
00230	UNITED WAY							
	I-UWY201605091103 PAYROLL CONTRIBUTIONS	R	5/11/2016	60.00		023569		60.00
00010	AIRGAS USA LLC							
	I-9936167633 Cylinder for Pipelines	R	5/19/2016	62.50		023570		62.50
00836	AMERICAN RED CROSS							
	C-CM04283473 Credit Inv#10432480	R	5/19/2016	455.00CR		023571		
	I-10439010 Lifeguard Training	R	5/19/2016	630.00		023571		
	I-10447323 Rebill Lifeguard Class	R	5/19/2016	420.00		023571		595.00
00014	AQUA-FLO SUPPLY							
	I-918567 PVC, Cement, Primer,LCRA Maint	R	5/19/2016	109.78		023572		
	I-919003 PVC for 4" Leak on Coyote	R	5/19/2016	54.07		023572		
	I-919636 Waterpark Water Meter Install	R	5/19/2016	357.71		023572		521.56
00679	BAKERSFIELD PIPE & SUPPLY INC							
	I-S2263703001 Pipe Elbows for Pipelines	R	5/19/2016	44.94		023573		44.94
00463	Cal-Coast Machinery							
	I-321797 JD Rider Mower Parts	R	5/19/2016	212.34		023574		212.34
00055	CASITAS BOAT RENTALS							
	I-Apr 16 Cafe Passes Reimburse Cafe Passes	R	5/19/2016	1,848.40		023575		1,848.40
01843	COASTAL COPY							
	I-668863 Copier Usage, Dist Office	R	5/19/2016	191.30		023576		191.30
00059	COASTAL PIPCO							
	I-S1908152002 PVC Parts for WP Meter	R	5/19/2016	170.58		023577		170.58
00061	COMPUWAVE							
	I-SB02083190 Toner Cartridge	R	5/19/2016	155.04		023578		155.04
02861	Confidential Data Destruction							
	I-47622 Deliver Bins for Shredding	R	5/19/2016	50.00		023579		50.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00062	CONSOLIDATED ELECTRICAL I-9009731443 ARC Flash Awareness Training	R	5/19/2016	2,700.00		023580		2,700.00
00719	CORELOGIC INFORMATION SOLUTION I-81688056 Realquest Subscription	R	5/19/2016	137.50		023581		137.50
02722	D&H Water Systems I-120160339 Chlorinator Parts for O&M CS	R	5/19/2016	4,676.85		023582		4,676.85
01764	DataProse, LLC I-DP1601029 UB Mailing 042916	R	5/19/2016	1,892.91		023583		1,892.91
02846	Discount Fence Supply Inc. I-1028235 Steel Dome Posts Caps	R	5/19/2016	160.17		023584		160.17
00488	ELECTRONIC SYSTEMS TECHNOLOGY I-31295 Esteem Radio Site Survey	R	5/19/2016	11,512.59		023585		11,512.59
00090	ENVIRONMENTAL RESOURCE ASSOC I-789243 Performance Evaluation Samples	R	5/19/2016	181.51		023586		181.51
00093	FEDERAL EXPRESS I-540806579 Shipping for Mgmt, CFD	R	5/19/2016	6.12		023587		6.12
00099	FGL ENVIRONMENTAL I-603748A Wet Chemistry-Turbidity	R	5/19/2016	16.00		023588		16.00
00101	FISHER SCIENTIFIC I-2844805 Squeeze Bottle for WQ	R	5/19/2016	35.47		023589		35.47
00104	FRED'S TIRE MAN I-90450 Replace Tire for Trailer #291	R	5/19/2016	123.45		023590		123.45
00106	FRONTIER PAINT I-F0214272 Paint Supplies for WP	R	5/19/2016	29.96		023591		29.96
01280	FRY'S ELECTRONICS, INC. I-6334749 Fax Machine, Ink for LCRA	R	5/19/2016	376.88		023592		376.88
02720	Garda CL West, Inc. I-10203882 Armored Truck Services	R	5/19/2016	603.29		023593		603.29
02835	Global Equipment Co., Inc. I-109354185 Part for Pressure Washer, #117	R	5/19/2016	50.96		023594		50.96

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02755	Vincent Godinez I-051316 D2 Certification	R	5/19/2016	125.00		023595		125.00
00115	GRAINGER, INC I-9103239548 Playground Paint for LCRA I-9103239555 Playground Paint for LCRA	R R	5/19/2016 5/19/2016	170.58 56.86		023596 023596		227.44
01838	WILLIS HAND I-051316 Safety Boots	R	5/19/2016	134.97		023597		134.97
00894	HOSE-MAN, INC. I-5225791000105 Supplies for Pipelines	R	5/19/2016	56.26		023598		56.26
01177	ICON SAFETY COMPANY INC. I-107007650 Gas Monitor for Pipelines	R	5/19/2016	217.75		023599		217.75
02847	Industrial Plastic Supply, Inc I-186491 WP Structure Railing Blank	R	5/19/2016	194.40		023600		194.40
00872	Irrisoft, Inc. I-5780 Weather Station Signal Service	R	5/19/2016	79.00		023601		79.00
00131	JCI JONES CHEMICALS, INC I-688191 Chlorine for TP, CM#688221	R	5/19/2016	1,770.00		023602		1,770.00
02671	Tim Lawson I-May 16 Paint & Sealer for Camp E RR	R	5/19/2016	88.77		023603		88.77
00328	LIGHTNING RIDGE I-4211605 Rec Maint Uniforms I-4251607 Uniforms for E&M	R R	5/19/2016 5/19/2016	1,269.04 73.10		023604 023604		1,342.14
02862	Sally Matteson I-051016 Irrigation Controller Rebate	R	5/19/2016	250.00		023605		250.00
00151	MEINERS OAKS ACE HARDWARE I-714470 WP Maintenance Supplies I-716419 Hammer, Anchors, Bolts, PL I-716640 Shade Cloth for Scada Panels I-716641 Shade Cloth for Scada Panels I-716643 Bolts & Screws, Scada Panels I-717024 Conduit, Bolts for Scada Panel I-717224 WP Maintenance Supplies I-717296 Wire Stripper, Grommets, PL I-717398 Sanding Masks, Rivets, Maint I-717517 Bucket for Telemetry I-717534 Brush Cutter Head,Blades,Maint I-717980 Trash Bags, Bolts & Screws, PP	R R R R R R R R R R R R R R	5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016 5/19/2016	169.95 50.77 73.21 24.40 20.95 65.25 83.91 19.06 71.50 13.68 28.47 13.96		023606 023606 023606 023606 023606 023606 023606 023606 023606 023606 023606 023606		635.11

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02797	Milner-Villa Consulting							
I-2015CMWD16004	UWMP Contract	R	5/19/2016	17,457.50		023607		17,457.50
00980	MISCOWATER							
I-CF10849	Parts for Chlorine Injection	R	5/19/2016	341.48		023608		341.48
02844	Neptune Benson							
C-59040a	Accrue Use Tax	R	5/19/2016	141.61CR		023609		
C-59550	Credit for Freight	R	5/19/2016	316.76CR		023609		
D-59040a	Accrue Use Tax	R	5/19/2016	141.61		023609		
I-59040	Lagoon Perimeter Grate Repair	R	5/19/2016	2,204.89		023609		1,888.13
02856	Ocean Learning, Inc.							
I-719	Forklift Training, O&M & LCRA	R	5/19/2016	899.00		023610		899.00
01570	Ojai Auto Supply LLC							
I-370158	Replace Heater Core/Hoses #29	R	5/19/2016	108.03		023611		
I-370831	Starter for #29, LCRA Truck	R	5/19/2016	178.06		023611		
I-372342	Parts for Vehicle Light, #51	R	5/19/2016	35.41		023611		321.50
00912	OJAI BUSINESS CENTER, INC							
I-11236	Shipping, Laminating-WQ & E&M	R	5/19/2016	214.04		023612		214.04
00169	OJAI VALLEY SANITARY DISTRICT							
I-18284	Cust#20594	R	5/19/2016	166.08		023613		
I-18359	Cust#52921	R	5/19/2016	55.36		023613		221.44
02053	Photo-Scan of Los Angeles, Inc							
I-18669	LCRA Security Camera Project	R	5/19/2016	25,504.49		023614		25,504.49
02833	Praxair, Inc							
I-73130397	Liquid Oxygen for TP	R	5/19/2016	2,016.80		023615		
I-73142985	Liquid Oxygen for TP	R	5/19/2016	1,975.71		023615		3,992.51
01439	PRECISION POWER EQUIPMENT							
I-2674	Repair Generator, Pipelines	R	5/19/2016	105.60		023616		
I-2676	Service Trimmer for Pipelines	R	5/19/2016	83.61		023616		189.21
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-7638	Gas Tank Inspection, Main Yard	R	5/19/2016	210.00		023617		
I-7639	Gas Tank Inspection, LCRA	R	5/19/2016	210.00		023617		420.00



VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00313	ROCK LONG'S AUTOMOTIVE							
I-17844	AC Service, Oil Change #16,O&M	R	5/19/2016	244.67		023618		
I-17850	Battery, Shocks, Repairs, #54	R	5/19/2016	898.45		023618		1,143.12
02863	Kimi Romming							
I-050316	Irrigation Controller Rebate	R	5/19/2016	250.00		023619		250.00
00310	Ron Turley Associates, Inc.							
I-46600	Annual Maintenance Agreement	R	5/19/2016	753.75		023620		753.75
01107	SAWYER PETROLEUM							
I-S106704	Pump Plant Motor Oil	R	5/19/2016	200.28		023621		200.28
02756	SC Fuels							
I-579764RDM	Gas & Diesel for LCRA	R	5/19/2016	2,741.95		023622		2,741.95
00725	SMART & FINAL							
I-050316	Vinegar, Coffee for TP	R	5/19/2016	35.47		023623		35.47
10100	SPECIALTY MARINE, INC							
I-13340	Service Call on Rogue Boats	R	5/19/2016	475.00		023624		475.00
02703	Sunbelt Rentals							
I-59456414001	Loader Rental for Pipelines	R	5/19/2016	5,009.46		023625		
I-59680378002	Trench Roller for Pipelines	R	5/19/2016	344.11		023625		5,353.57
01959	The Wharf							
I-12686	FR Pants for E&M	R	5/19/2016	139.64		023626		139.64
01662	TYLER TECHNOLOGIES, INC.							
I-025153090	Email UB Invoices, Set Up	R	5/19/2016	125.00		023627		
I-025154634	Email UB Invoices, Set Up	R	5/19/2016	156.25		023627		281.25
00225	UNDERGROUND SERVICE ALERT							
I-420160095	167 New Ticket Charges	R	5/19/2016	250.50		023628		250.50
00185	Univar USA Inc							
I-LA232538	Bulk Chemicals for WP	R	5/19/2016	616.17		023629		
I-LA232586	Bulk Chemicals for WP	R	5/19/2016	3,159.75		023629		3,775.92
00254	VENTURA LOCKSMITHS							
I-15493	Keys Made for Dist Crew	R	5/19/2016	69.34		023630		69.34

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00257	VENTURA RIVER WATER DISTRICT							
I-043016	Acct#0537500A	R	5/19/2016	75.50		023631		
I-043016a	Acct#0350100A	R	5/19/2016	14.70		023631		90.20
02515	Water Quality Solutions, Inc.							
I-216	Annual Lake Report	R	5/19/2016	11,932.50		023632		11,932.50
02854	Water Works Engineers, LLC							
I-5703	Rincon Main, Ave #1, Services	R	5/19/2016	8,376.40		023633		8,376.40
00270	Wells Fargo Bank							
I-050616c	Rebuilt Phones for PL, Admin	R	5/19/2016	143.87		023634		
I-050616d	Matting for Boat Launch	R	5/19/2016	2,492.50		023634		
I-050916	Speaker Stand Set for LCRA	R	5/19/2016	85.99		023634		
I-050916a	Body Cooling Accessories	R	5/19/2016	89.89		023634		
I-050916b	Stand Up Desktop Desk, Safety	R	5/19/2016	90.84		023634		
I-050916e	Smoke & CO2 Alarms	R	5/19/2016	269.70		023634		
I-050916f	Food & Drink for Retirement	R	5/19/2016	650.71		023634		
I-050916g	Trimmer Heads for Maint	R	5/19/2016	67.49		023634		3,890.99
00826	STAN WHISENHUNT DBA							
I-5929	Update Water Cons Brochure	R	5/19/2016	120.00		023635		120.00
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10005138537	Lazy River Repair Parts	R	5/19/2016	283.58		023636		283.58
00128	INTERNAL REVENUE SERVICE							
I-T1 201604281088	Federal Withholding	D	5/12/2016	6,905.82		051261		
I-T1 201604291089	Federal Withholding	D	5/12/2016	733.57		051261		
I-T1 201605091103	Federal Withholding	D	5/12/2016	26,119.14		051261		
I-T3 201604281088	FICA Withholding	D	5/12/2016	2,857.58		051261		
I-T3 201604291089	FICA Withholding	D	5/12/2016	585.28		051261		
I-T3 201605091103	FICA Withholding	D	5/12/2016	24,443.24		051261		
I-T4 201604281088	Medicare Withholding	D	5/12/2016	668.30		051261		
I-T4 201604291089	Medicare Withholding	D	5/12/2016	136.88		051261		
I-T4 201605091103	Medicare Withholding	D	5/12/2016	5,716.60		051261		68,166.41
00049	STATE OF CALIFORNIA							
I-T2 201604281088	State Withholding	D	5/12/2016	2,157.12		051262		
I-T2 201604291089	State Withholding	D	5/12/2016	248.81		051262		
I-T2 201605091103	State Withholding	D	5/12/2016	8,821.61		051262		11,227.54
00187	CALPERS							
I-PBB201605091103	PERS BUY BACK	D	5/12/2016	66.87		051263		
I-PBP201605091103	PERS BUY BACK	D	5/12/2016	161.96		051263		
I-PEB201605091103	PEBRA EMPLOYEES PORTION	D	5/12/2016	1,937.60		051263		
I-PER201604281088	PERS EMPLOYEE PORTION	D	5/12/2016	104.86		051263		
I-PER201604291089	PERS EMPLOYEE PORTION	D	5/12/2016	139.40		051263		

5/19/2016 3:00 PM  
 VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 5/11/2016 THRU 5/19/2016

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-PER201605091103	PERS EMPLOYEE PORTION	D	5/12/2016	9,135.62		051263		
I-PRB201605091103	PEBRA EMPLOYER PORTION	D	5/12/2016	1,933.55		051263		
I-PRR201604281088	PERS EMPLOYER PORTION	D	5/12/2016	111.67		051263		
I-PRR201604291089	PERS EMPLOYER PORTION	D	5/12/2016	147.01		051263		
I-PRR201605091103	PERS EMPLOYER PORTION	D	5/12/2016	9,510.08		051263		23,248.62

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	82	135,943.64	0.00	135,943.64
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	102,642.57	0.00	102,642.57
EFT:	0	0.00	0.00	0.00
NON CHECKS:	1	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
			86	238,586.21	0.00	238,586.21
BANK: AP	TOTALS:		86	238,586.21	0.00	238,586.21
REPORT TOTALS:			86	238,586.21	0.00	238,586.21

# CASITAS MUNICIPAL WATER DISTRICT

## MEMORANDUM

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TO: Board of Directors

From: Steven E. Wickstrum, General Manager

RE: Additional Information Concerning Limited Peace Officer Status and Proposed Amendments to Rules and Regulations for the Public Use of Lake Casitas Recreation Area

Date: May 20, 2016

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### RECOMMENDATIONS

1. Approve and Adopt Proposed Amended CMWD Ordinance No. 16-01 Establishing Rules and Regulations for the Public use of the Lake Casitas Recreation Area; and
2. Approve CMWD Job Classifications to add the Park Ranger I, II, III, and IV positions.

### FISCAL IMPACT

Depending upon the Board's decision on the above-referenced recommendations and any subsequent related decisions about pension costs, the creation of a Park Ranger series of positions may have a neutral effect on overall personnel-related costs or it may result in a significant increase of personnel and pension costs in the future.

### BACKGROUND/ANALYSIS

At your Board's April 27, 2016 meeting, the Board received and filed a report entitled "A Current Assessment of Public Safety Services at Lake Casitas and Surrounding District Property" from the law firm of Lawrence Beach Allen & Choi (Exhibit 1). The report, in pertinent part, outlined four different options on determining the role and status of Park Safety Officers. After discussing this matter, a motion was passed to direct Staff to return to the Board at another meeting with the following additional information to assist it in making a decision.

1. Requested Information

(a) Proposed amendments to District Ordinances that will enable the designation of certain District employees as “peace officers.”

(b) A staff report explaining the need for and operational impact of designating certain District employees as “peace officers” or persons with “limited peace officer status.”

(c) Information from CalPERS on pension costs related to “peace officers.”

(d) Information on Human Resource staffing infrastructure, including cost, for employees designated as “peace officers.”

(e) Information on any additional insurance premium costs for District employees designated as “peace officers.”

## 2. Summary of Responses to Requested Information

Based upon staff, general counsel and special legal counsel research and analysis, the following answers responses correspond to the above listed items:

(a) Proposed Amended Casitas Municipal Water District Ordinance no. 16-01, An Ordinance of the Casitas Municipal Water Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area in both legislative and clean formats. Attached as Exhibits 2 and 3, respectively, and incorporated herein by reference. The primary changes to this Ordinance involve:

- the introduction of the position of Park Ranger as the CMWD employee with primary authority and responsibility for the enforcement of CMWD rules and regulations governing the use of the Lake Casitas Recreation Area (Section 1.8)
- defining the powers and duties and jurisdiction of the Park Ranger in terms of Penal Code § 830.34, subdivision (d) and Water Code § 71341.5 (Sections 2.1.1 to 2.1.5)

The creation of a Park Ranger job classification in the CMWD code enables the CMWD to hire and train employees dedicated to the enforcement of CMWD rules and regulations governing the public use of Lake Casitas and for the protection of this important source and storage of water. Prior to any assignment to a Park Ranger position, the applicant must meet the Peace Officer Standards and Training (POST) minimum requirements (Pen. Code § 13500 et seq.). Casitas has made arrangements for background screening, psychological evaluation, and agility testing.

The current Park Service Officer classification will be retained and individuals occupying those positions may apply for the Park Ranger position which requires additional training, background screening and testing. Park Services Officers will continue to serve in their current capacity and perform duties within their current job

description and training, such as performing boat inspections in conformance with the Watercraft Inspection and Decontamination Interception Training (WIT).

We are currently in negotiations to hire a retired Ventura County Sheriff Department officer on a temporary employment assignment to assist the District with the development of training, hiring, policy review, and to provide professional expertise to coordinate the goals and objectives of the operations and function of the Ordinance enforcement division at Lake Casitas Recreation Area.

The General Manager and his staff will develop -- with the help of LEXIPOL, a third party service that produces state-specific policy manuals with regular updates, and Liebert Cassidy Whitmore (LCW) -- a CMWD specific set of policies and procedures to train and guide the Park Ranger employees in the enforcement of CMWD rules and regulations that govern the public use of Lake Casitas.

(b) Regarding the District's need for and use of employees who are either considered "peace officers," persons with "limited peace officer status" or "park rangers" (Pen. Code § 830.34(d)) – the following charts were put together to characterize the incident statistics at the Lake Casitas Recreation Area.

The below chart summarizes data received from the Ventura County Sheriff's Department concerning calls for service at Lake Casitas for 2011-2015:

<b>Year</b>	<b><u>CALLS FOR SERVICE FROM CIVILIANS AND PARK STAFF AND VCSD DISPATCHED RESPONSE TO LAKE CASITAS</u></b>	<b><u>SELF-INITIATED ACTIVITIES BY DEPUTY</u></b> – <b><u>**This would include Deputy simply advising Sheriff's Dispatch that they are patrolling the area inside Lake Casitas</u></b>
<b>2011</b>	49---(35 disturbances, fights, keep the peace, etc.)	23 ---(11 actual investigative stops by Deputy)
<b>2012</b>	45---(30 disturbances, fights, keep the peace, etc.)	20---(8 actual investigative stops by Deputy)
<b>2013</b>	41---(32 disturbances, fights, keep the peace, etc.)	26---(6 actual investigative stops by Deputy)
<b>2014</b>	67---(49 disturbances, fights, keep the peace, etc.)	78---(19 actual investigative stops by Deputy)
<b>2015</b>	69---(42 disturbances, fights, keep the peace, etc.)	45---(15 actual investigative stops by Deputy)
<b>Total</b>	<b>271</b>	<b>192---(59 actual investigative stops by Deputy)</b>

The below chart is a summary of documentation received involving incidents logged by CMWD Park Services staff for 2011-2015:

Year	<u>CRIMINAL INCIDENTS</u>	<u>OTHER INCIDENTS</u>	<u>MEDICAL INCIDENTS</u>
2011	54	12	40
2012	54	10	45
2013	70	17	63
2014	124	21	54
2015	133	16	58
<b>Total</b>	<b>435</b>	<b>76</b>	<b>260</b>

A further analysis of the type of incidents occurring at the Recreation Area reveals that most of them were misdemeanor activities or minor disturbances. However, there were a very small number of investigations related to more serious incidents concerning drug/alcohol offenses and firearms. The largest single category of incidents logged by Park Services staff involved medical issues which also included missing persons and search/rescue incidents.

Since August 2015, Casitas staff has been tracking field customer contacts and other Ordinance violations which are not captured or reflected in the above tables. These field reports indicate a high number of proactive, preventative and educational enforcement practices and contacts which Casitas staff does on a daily basis. The field reports are attached in Exhibit 4.

From an agency liability perspective, it is also important to know that individual peace officers can assert qualified immunity as an affirmative defense in a civil rights lawsuit claiming that local law enforcement officers violated their constitutional rights. The doctrine of qualified immunity is not an absolute or universally-applied defense in these matters and the limitations of the qualified immunity in federal civil rights actions must be acknowledged.

Water Code Section 71660 gives the Casitas Board the authority to set rules and regulation and impose infractions and misdemeanors by ordinance. This ordinance authority does not automatically give any individual District employee the authority to enforce the terms and conditions of a District ordinance. Only California Peace Officers or Limited Peace Officers are authorized to arrest and detain, which are central elements of District ordinance enforcement. The authority to arrest or detain an individual is necessary to enforce CMWD Ordinance rules and regulations. For example, in order for a citation to be issued to a person observed swimming in Lake Casitas, the person must be questioned by District personnel and provide proof of personal information to District personnel. This contact and interaction is legally considered detainment and if a citation is issued, that is considered an arrest.

The California Water Code provides legal means for a Water District to grant peace officer authority to employees through Section 71341.5:

(a) A district may employ park rangers who shall have authority and powers conferred by sub division (d) of Section 830.34 of the Penal Code upon peace officers.

(b) For the purpose of carrying out subdivision (a) the district shall adhere to the standards for recruitment and training of peace officers established by the Commission of 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 the district shall conform to the standards for peace officers adopted by the Commission of Peace Officer Standards Training. Any park ranger who fails to conform to those standards shall not have the powers of a peace officer.

In order to provide Casitas' staff the legal authority to enforce Casitas' Ordinance 14-01, the addition of Penal Code 830.34(d) to the Ordinance is necessary. This will provide the necessary legal authority as defined in our Ordinance Casitas Municipal Water District Ordinance No 14-01 Section 2. General, 2.1.1 to empower Casitas staff with enforcement authority.

(c) CalPERS, the public employee retirement system used by the District for its employees, sent a letter dated May 2, 2016 to the District on the issue of Park Service Officer or Park Ranger classifications for Local Safety retirement status. CalPERS, after reviewing the duty statements for the Park Services Officer and Park Ranger classifications, stated that since the District "does not currently contract for [Government Code] Section 20423.5, eligible employees in these classifications must therefore be reported to CalPERS as Miscellaneous members." A letter from CalPERS dated May 2, 2016 (Exhibit 5) confirms the CalPERS position in this matter. Government Code section 20423.5 is an optional provision that allows a member/contracting agency in CalPERS such as the CMWD to elect/decide if eligible employees who are classified as "Park Rangers" so that they can receive "Local safety member" retirement benefits. This may be a decision for the future and which may be subject to collective bargaining.

(d) The District currently uses LCW as its primary labor and public employment law firm. LCW is very experienced in all aspects of labor and employment law matters dealing with public safety employees. LCW has been representing public safety agencies across California for 30 years and in the course of that representation LCW has literally written the books (i.e., the California Public Employee Relations Pocket Guides) on Public Safety Officers Procedural Bill of Rights and the Firefighters Procedural Bill of Rights. LCW has litigated many cases in this area and conducts workshops and training to public agencies across the state on labor and employment law issues affecting public safety agencies. With LCW's guidance and assistance, the



District should have the sufficient human resources infrastructure to handle public safety employees, if it decides to move in that direction. The cost of any additional legal resources related to having Park Ranger employees has yet to be determined.

(e) District staff contacted its insurance broker, Alliant Insurance Services, Inc., and asked them the following question, “If the CMWD amends its ordinance to include park rangers or public safety officers with limited peace officer status to enforce its rules and regulations on CMWD property and if CMWD will now employ 8 people with limited peace officer status (they will not be allowed to carry firearms), will CMWD’s liability insurance premiums increase, stay the same or decrease because of these changes? And if so, by how much?”

Initially, the insurance broker responded to this question in a May 2, 2016, email stating that there would not be any impact to the District’s insurance premiums because the percentage of exposure on the overall change is considered small and “non-premium impacting.” A copy of the emails between Casitas and Alliant are attached as Exhibit 6. However, upon further communication with an inquiry of the insurance broker representatives (Anne Krueger and Sheryl Fitzpatrick of Alliant Insurance Services, Inc., Public Entity Group) by legal counsel on May 18, 2016, it has been determined that:

- the proposed addition of the Park Ranger position in the District Code will be considered a change in the insured’s operations by the insurance broker;
- this change in operations will need to be reviewed by the insurance underwriters to determine if there will be a resulting increase in insurance premiums and by how much;
- the insurance underwriters will need to review the new ordinance as well as operating policies and procedures for the Park Rangers; and
- the current general liability policy’s coverage for “personal injury” claims does cover claims that may arise out of “false arrest, imprisonment, detention, or malicious prosecution.”

It should be clearly understood and recognized that Casitas is evaluated annually for liability insurance contract renewals by the insurance underwriter for changes in operation that might impact insurance premiums. A change to peace officer status may or may not result in a change to the liability insurance cost.

### 3. Proposed Park Ranger Job Descriptions.

The Board has inquired staff regarding the composition of Park Ranger job descriptions. Staff has developed the attached Exhibit 7 which outlines the job descriptions for the Park Ranger I, II, II, and IV positions.

The job descriptions for the Park Services Officers would remain as currently written. The Park Services Officers would continue to function to assist Park Rangers in an observe and report function, and will continue to serve in their current capacity,

and perform duties within their current job description and training such as boat inspections in conformance with the Watercraft Inspection and Decontamination Interception Training (“WIT”) training. To be very clear, the current Park Services Officers would have to apply for and meet all requirements of the Park Ranger position prior to being considered for the Park Ranger position.

4. Proposed Park Ranger Salaries.

Staff has reviewed the salary scales of several public agencies that employ limited peace officers, who perform similar daily tasks, and found that the current Casitas salary ranges for the Park Services Officers are within the salary ranges of those other agencies. The salary scale for the Park Ranger will be matched to that of the Park Services Officers.

5. Policies & Procedures for Park Rangers.

As stated previously in this memorandum, District staff development of policies and procedures for Park Rangers will be developed with the assistance of a firm such as LEXIPOL. These policies and procedures will be designed to comport with the limits specified in the Ordinance. The Beach/Allen/Choi Report provided an example of a Use of Force policy that could be adapted to meet the scope of the Casitas Ordinance governing public use of Lake Casitas. Another example of potential Park Ranger policies and procedures is attached in Exhibit 8 - Draft Scope of Law Enforcement Responsibilities. This policy in Exhibit 6 has been set in place by a similar park agency for limited enforcement of park ordinances and could serve well as an appropriate initial guidance for the writing of all other enforcement policies.

The Policies will also address the Board’s authorization of specific equipment and uniform to be assigned to the Park Ranger, and will clarify which equipment is not authorized and that equipment authorized is limited to equipment that is a District standard and District procured and issued to each Park Ranger.

All of this to say that these policies and procedures will be developed once the District Ordinance is amended to create the Park Ranger position consistent with Penal Code § 830.34(d) and Water Code § 71341.5.

## **CONCLUSION**

For all of the foregoing reasons, District staff recommends that your Board approve and adopt amendments to the District Rules and Regulations for the Public Use of the Lake Casitas Recreation Area so that Park Rangers with limited peace officer status can properly enforce those rules and regulations for the benefit of the public health, safety and welfare.

## **ATTACHMENTS**

Exhibit 1 – A Current Assessment of Public Safety Services at Lake Casitas and Surrounding District Property – Lawrence Beach, Allen & Choi

Exhibit 2 - Casitas Municipal Water District Ordinance No. 16-01, An Ordinance of the Casitas Municipal Water Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area - legislative format.

Exhibit 3 – Casitas Municipal Water District Ordinance No. 16-01, An Ordinance of the Casitas Municipal Water Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area - clean format.

Exhibit 4 – Lake Casitas Recreation Area Field Report Summaries – August 2015 to April 2016

Exhibit 5 –.CalPERS letter of May 2, 2016

Exhibit 6 - Emails between Casitas Municipal Water District and Alliant Insurance Services, Inc.

Exhibit 7 – Job Descriptions – Park Ranger I, II, III, and IV

Exhibit 8 - Draft Scope of Law Enforcement Responsibilities.

# **EXHIBIT 1**



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

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PAUL B. BEACH, STATE BAR NO. 166265  
JAMES S. EICHER, STATE BAR NO. 213796  
JONATHAN C. MAGNO, STATE BAR NO. 306295

**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.<sup>1</sup>

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.

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<sup>1</sup> 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/	
									Kayak	Cum.
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**

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



**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 7<sup>th</sup> 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, 84<sup>th</sup> Cong., 2d session) approved March 1, 1956, for  
27 irrigation, for furnishing water for municipal and domestic use, and for providing incidental

## Exhibit 2

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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, 84<sup>th</sup> Cong., 1<sup>st</sup> 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

## Exhibit 2

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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

## Exhibit 2

Agreement Number 11-LC-20-0216

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.

## Exhibit 2

Agreement Number 11-LC-20-0216

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, 84<sup>th</sup> Congress, 1<sup>st</sup> 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

## Exhibit 2

Agreement Number 11-LC-20-0216

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

## Exhibit 2

Agreement Number 11-LC-20-0216

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

## Exhibit 2

Agreement Number 11-LC-20-0216

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.



## Exhibit 2

Agreement Number 11-LC-20-0216

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).

## Exhibit 2

Agreement Number 11-LC-20-0216

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

## Exhibit 2

Agreement Number 11-LC-20-0216

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

**Exhibit 2**

Agreement Number 11-LC-20-0216

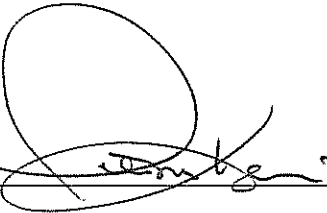
690 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date  
691 written above.

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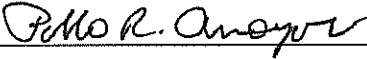
693 Casitas Municipal Water District

United States of America  
Department of the Interior

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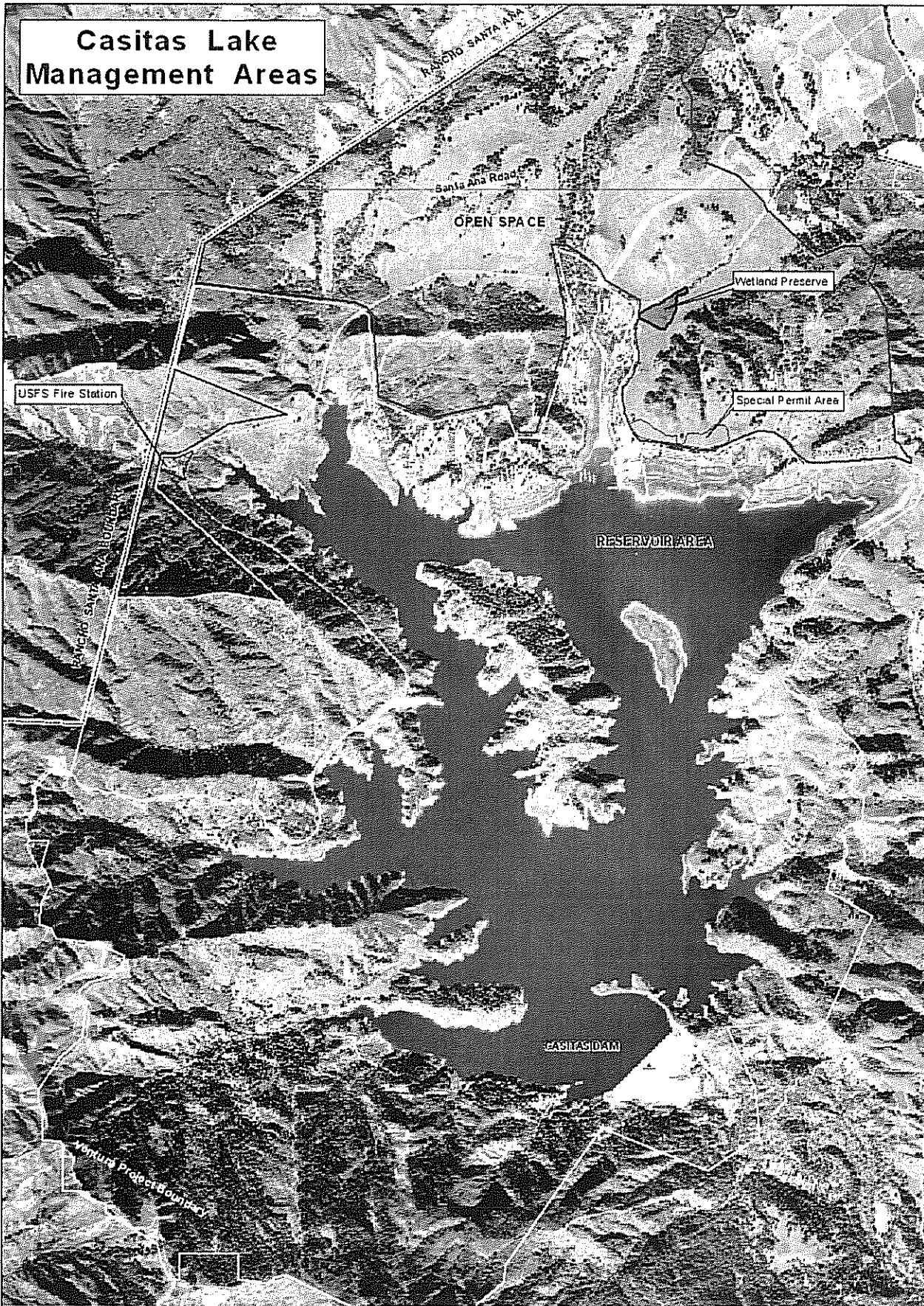
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

President  
Board of Directors

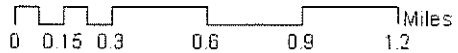
Director - Mid-Pacific Region,  
Bureau of Reclamation

# 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

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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  
998  
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

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#### RECLAMATION MANUAL

#### Policy LND P02

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**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.

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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.*

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

## Exhibit 2

### RECLAMATION MANUAL Directives and Standards LND 04-02

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1223  
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1225 **Subject:** Concessions Management by Non-Federal Partners

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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

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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.

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

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

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

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

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

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

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

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



## 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<sup>(1)</sup>.** 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 <sup>1</sup>Guidance on this issue should be obtained from an ethics counselor in the servicing Reclamation  
1514 Personnel/Human Resources Office.  
1515

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

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### EXHIBIT G

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#### Department of the Interior Departmental Manual

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**Effective Date:** 12/01/95

1550  
1551

**Series:** Intergovernmental Relations

1552  
1553

**Part 512:** American Indian and Alaska Native Programs

**Chapter 2:** Departmental Responsibilities for Indian Trust Resources

1554  
1555  
1556

**Originating Office:** Office of American Indian Trust

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1558

#### 512 DM 2

1559  
1560

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.

1561  
1562  
1563  
1564

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.

1565  
1566  
1567  
1568  
1569

#### 3. **Responsibilities.**

1570  
1571

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:

1572  
1573  
1574

(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;

1575  
1576  
1577  
1578

(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;

1579  
1580  
1581  
1582

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

1583  
1584  
1585

(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,

1586  
1587

## 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>
<b>Recreation revenue:</b>	
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/>
<b>Total recreation revenue</b>	<b>\$ 3,343,089</b>

*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**

	<b>2015</b>
<b>Recreation expenses:</b>	
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
<b>Total</b>	<b>4,140,358</b>
Recreation operating (loss) before depreciation	(797,269)
Depreciation – recreation department	(332,049)
<b>Recreation operating (loss)</b>	<b>\$ (1,129,318)</b>

**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 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	<del>SON</del>	PT	
15 183							
15 184							
15 185							
15 186							
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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
15 161	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	VC SO	5150 Hold	MA/AJ	
15 145	Report of Domestic/D.U.I./Threats	9/7/15	0730	VC SO		MT/RF	X
15 146	Distrurbance- K-07	9/7/15	1015	VC SO		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- VC SO Assist	9/13/15	0100	VC SO		MA/AJ	X
15 150	Verbal Domestic Dispute- Camp M- VC SO Assist	9/13/15	0330	VC SO	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- VC SO callout- B-17	9/18/15	2230	VC SO		MA/AJ	X
15 154	Shots Fired- HWY 150 SA Rd	9/19/15	0730	VC SO/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	VC SO		MT/RF	
15 160	Eviction [REDACTED] Incident Log	9/27/15	1130			MT/RF	

G:\WP5\160\160 Incident Log

**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 Raction - 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	Felonly 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	

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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- VCISO 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 26<sup>th</sup> 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**

1-28-97  
Bob 1995

Casitas Municipal Water District

TRANSMITTAL MEMO

PTI,

Red

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.

649-2251

/ep



**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.



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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.

## **Exhibit 7**

- 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



## Exhibit 7

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

## Exhibit 7

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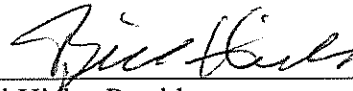
respective permits have been revoked by Casitas Personnel for failure to follow any rules or regulations.

- 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.

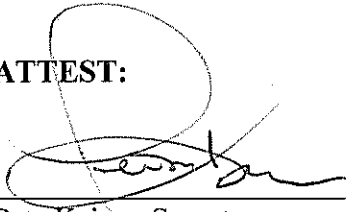
7. **REPEAL OF ORDINANCE NO. 10-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District Ordinance No. 10-01.

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



\_\_\_\_\_  
Bill Hicks, President  
Casitas Municipal Water District

**ATTEST:**



\_\_\_\_\_  
Pete Kaiser, Secretary  
Casitas Municipal Water District

**Exhibit ,**

## Exhibit 8

### 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
<b>3.2</b>	<b>\$50.00</b>	<b>Failure to pay public fees</b>
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
<b>5.1.7</b>	<b>\$100.00</b>	<b>Swim or wade in Lake</b>
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	<b>Sanitary Regulations</b>
<b>Boating Regulations</b>	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.



## Exhibit 9

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

## Exhibit 9

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.

## Exhibit 9

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-

## Exhibit 9

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

## Exhibit 9

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.

## Exhibit 9

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:

## Exhibit 9

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



## Exhibit 9

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

## Exhibit 9

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

## Exhibit 9

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-

## Exhibit 9

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,

## Exhibit 9

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).

## Exhibit 9

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

## Exhibit 9

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

## Exhibit 9

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



## Exhibit 9

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.

# Exhibit 10

# Exhibit 10

## 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.

## Exhibit 10

### 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

## **Exhibit 10**

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](http://www.lexipol.com).

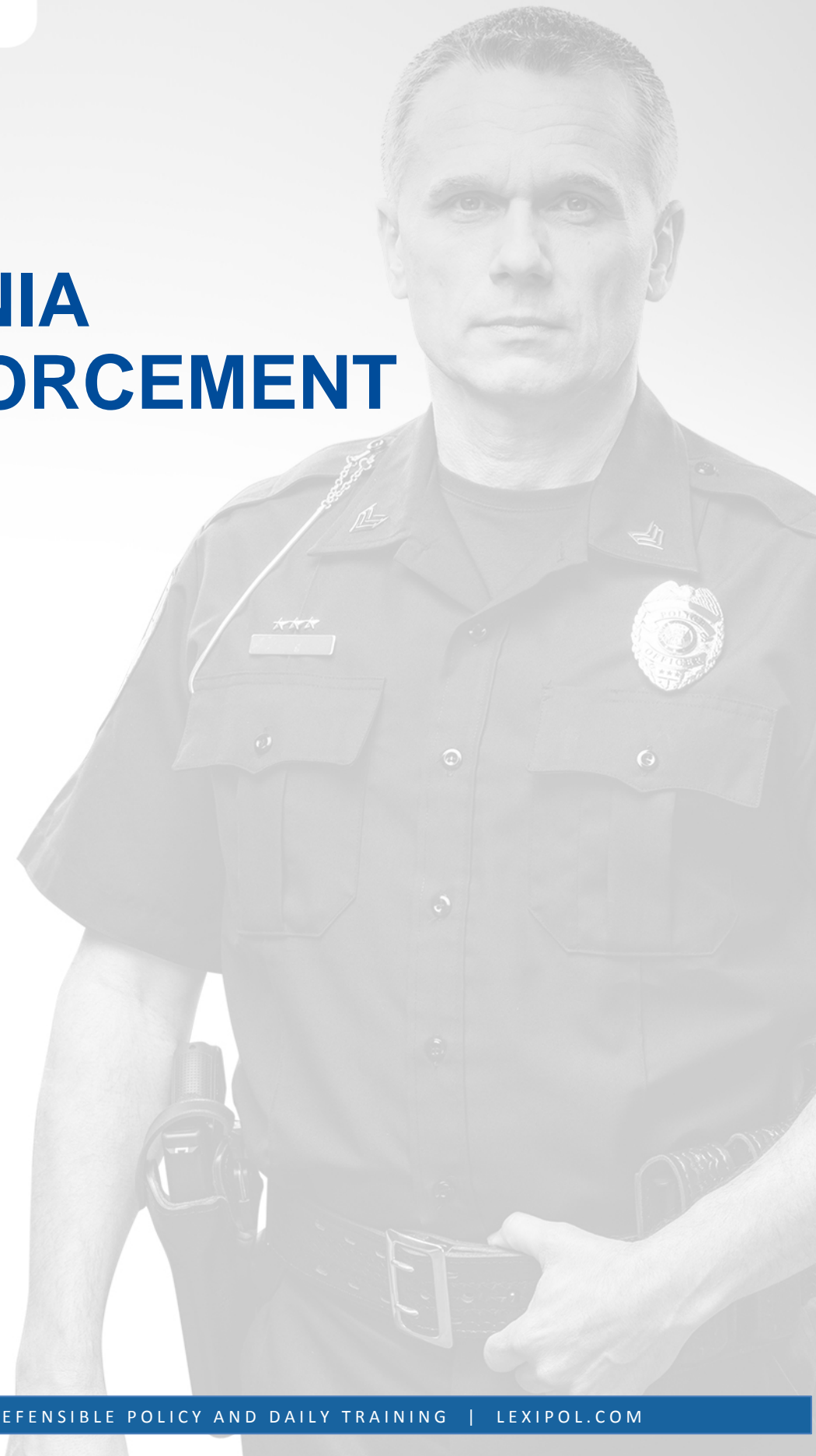
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Exhibit 10

# CALIFORNIA LAW ENFORCEMENT

Policy and Training



## **Exhibit 10**

***“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*

# Exhibit 10

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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



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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.

# Exhibit 10

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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?**

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**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.

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**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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## Exhibit 10

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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.



## **EXHIBIT 2**

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 1416-01

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

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

I. **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 ~~and~~ 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~~ Ranger 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.

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 re-delegated by him to the Park Services Manager for the purpose of management control, and re-delegated by the Park Services Manager to Casitas Personnel, as deemed appropriate.

~~2.1.1 Public safety within the District's boundaries shall be enforced and maintained by the Park Rangers and their support staff.~~

~~2.1.2 Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.34 (d) and California Water Code Section 71341.5.~~

~~2.1.3 Within the District's boundaries, Park Rangers shall have all the powers of peace officers under the laws of the State of California, with the following exceptions: the use and carrying of a firearm; the use and carrying of a baton; and all other restrictions expressed by the Board.~~

~~2.1.4 Park Rangers shall have the authority to enforce within the District's boundaries the provisions of this Ordinance, and any amendment or amendments thereto, and the laws of the State of California, including but not limited to, California Water Code Section 71660, the California Administrative Code Title 14, relating to Fish and Game regulations, and the California State Boating Law.~~

~~2.1.5 Any person who resists, delays, obstructs, threatens or attempts to intimidate a Park Ranger in the discharge of, or attempted discharge of, his duty shall be subject to criminal prosecution.~~

~~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 title 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, title 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 withheld consent for a person to utilize Casitas' facilities. It is an infraction to violate any other regulations of Casitas adopted

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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~~ Notice of Violation, the person issuing the ~~citation~~ Notice of Violation 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 offense.

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

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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~~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.

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-;

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- 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 wind sail 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.

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.

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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.

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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~~ Nonstandard vessels may be issued with a special boat permit.



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 methods 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.

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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.

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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.

- 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~~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:

- 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.

5.2.1 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.

5.2.1 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

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~~ maximum of two vehicles and eight (8) persons may be permitted to ~~camp~~ 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

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. 14-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District -Ordinance No. 14-01.

8. **EFFECTIVE DATE.** This Ordinance becomes effective this ~~12<sup>th</sup> day of February, 2014~~ <sup>Thirteenth day of November, 2015</sup> ~~25<sup>th</sup> day of May, 2016.~~

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~~Bill Hicks~~ Pete Kaiser, President  
Casitas Municipal Water District

**ATTEST:**

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James W. Word ~~Pete Kaiser~~, Secretary  
Casitas Municipal Water District

## **EXHIBIT 3**



**CASITAS MUNICIPAL WATER DISTRICT**

**ORDINANCE NO. 16-01**

**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:

**I. 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 Ranger 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.

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 re-delegated by him to the Park Services Manager for the purpose of management control, and re-delegated by the Park Services Manager to Casitas Personnel, as deemed appropriate.

2.1.1 Public safety within the District's boundaries shall be enforced and maintained by the Park Rangers and their support staff.

2.1.2 Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.34 (d) and California Water Code Section 71341.5.

2.1.3 Within the District's boundaries, Park Rangers shall have all the powers of peace officers under the laws of the State of California, with the following exceptions: the use and carrying of a firearm; the use and carrying of a baton; and all other restrictions expressed by the Board.

2.1.4 Park Rangers shall have the authority to enforce within the District's boundaries the provisions of this Ordinance, and any amendment or amendments thereto, and the laws of the State of California, including but not limited to, California Water Code Section 71660, the California Administrative Code Title 14, relating to Fish and Game regulations, and the California State Boating Law.

2.1.5 Any person who resists, delays, obstructs, threatens or attempts to intimidate a Park Ranger in the discharge of, or attempted discharge of, his duty shall be subject to criminal prosecution.

2.2 The provisions of Section 71660 of title 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, title 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 with drawn 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 Notice of Violation, the person issuing the Notice of

Violation 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 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

### 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.

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.

- 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 wind sail 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.

- 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. Nonstandard vessels may be issued with a special boat permit.

- 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 methods 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.



- 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:

- 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.
- 5.2.1 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.
- 5.2.1 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

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

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.

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

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. 14-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District Ordinance No. 14-01.

8. **EFFECTIVE DATE.** This Ordinance becomes effective this 25<sup>TH</sup> day of May, 2016.

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Pete Kaiser, President  
Casitas Municipal Water District

**ATTEST:**

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James W. Word, Secretary  
Casitas Municipal Water District

## **EXHIBIT 4**

Apr-16	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	1									1
	Major Medical										
	Info Request										
	Public Serv	3									
	Drugs	1									
	weapons	1									
	DUI										
	domestics										
	other mind	1									
	other majo	1									
	Assist OSA										
	Vehicle	51									
	Boat relate	3									1
	Parking	11									
	Speed	29									1
	Camping	5									2
	Resource	10									
	Tresspass	5									
	illegal fire	1									
	unattended	2									
	Leash Law	6									
	Fail Pay Fee	3									
	Body Conta	2									
	Total	136	0	0	0	0	0	0	0	0	5

Minor Med Medical call requiring First Aid ususaly not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Assist OSA: PSO's assist with out side agencies in an Arrest, investigation or ect.

Vehicle: non speed cvc violations ie passangers in truck bed, no seat belt, no DL  
Camping: Complaints / Violations at campsites ie campsite mix ups, noise complaints,  
Laundry Lines, ect.

Resource: Crimes regarding DFG code, Vegetation Distruction, Non-Domestic Animal,  
ect.



Mar-16	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Mec	8							1		8
	Major Mec	1									1
	Info Reque	7									
	Public Serv	12					1				
	Drugs	1	1								
	weapons	5	4						1		
	DUI	2							2		
	domestics	1				1					
	other mind	10	2				1		3		3
	other majo	1							1		
	Assist OSA	2									2
	Vehicle	49	44			3		1			5
	Boat related										
	Parking	17	16			1					
	Speed	23	21			1			1		
	Camping	41	35						5	1	8
	Resource	14	13						1		
	Tresspass	16	16								
	illegal fire	4	3			1					
	unattended	4	3					1			
	Leash Law	27	26						2		
	Fail Pay Fee	7	6			1					
	Body Conta	6	5						1		
	Total	258	195		0	7	1	4	17	1	27

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Feb-16	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	1									
	Major Med	2									2
	Info Reque	1									
	Public Serv	9					3				
	Drugs	1	1								
	weapons										
	DUI	2							2		
	domestics										
	other mind	3	2								1
	other majo	6					3		3		1
	Assist OSA										
	Vehicle	10	9						1		
	Boat relate	7	3				3		1		
	Parking	2	2								
	Speed	6	5			1					
	Camping	18	18								
	Resource	8	8								
	Tresspass	9	9								
	illegal fire	1	1								
	unattended fire										
	Leash Law	7	7								
	Fail Pay Fee	3	3								
	Body Conta	1	1								
	Total	97	69	0	1	0	9	7	0	0	4

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Jan-16	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	1							1		
	Major Med	1									1
	Info Request										
	Public Serv	9	1				6	2			
	Drugs	1		1							
	weapons										
	DUI	2					1		1		
	domestics										
	other mind	2	1						1		
	other major										
	Assist OSA	3									
	Vehicle	13	13								3
	Boat related										
	Parking										
	Speed	2		2							1
	Camping	7		7							
	Resource	17		5							12
	Tresspass	99		99							
	illegal fire										
	unattended fire										
	Leash Law	13		13							
	Fail Pay Fee	7		5				2			
	Body Contact										
	Total	177	146	1	2	0	7	3	2	0	17

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer  
Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Dec-15	Violation	Number	Warn	Fl	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	2					2				
	Major Medical										
	Info Request										
	Public Serv	1									1
	Drugs	2	2								
	weapons										
	DUI										
	domestics	1									1
	other mind	2							1		1
	other majo	1							1		1
	Assist OSA										
	Vehicle	5	5								
	Boat relate	1	1								
	Parking	4	1			2		1			
	Speed	8	5			2					
	Camping	2	2								
	Resource	3							1		1
	Tresspass	84	83						1		1
	illegal fire										
	unattended	1	1						1		
	Leash Law	14	14								
	Fail Pay Fee	2	2								
	Body Contact										
	Total	133	116	0	4	4	2	3	5	0	6

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.

Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents

Theft (that owners don't want to call SO) and other minor crimes

Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Nov-15	Violation	Number	Warn	FJ	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Medical										
	Major Med	1									1
	Info Reque	2					1				
	Public Serv	5					3				
	Drugs	1	1								
	weapons										
	DUI										
	domestics	1							1		
	other minc	2	2								
	other majo	1							1		
	Assist OSA										
	Vehicle	21	20				1				
	Boat related										
	Parking										
	Speed	3	3								
	Camping	9	8						1		
	Resource	9	5				2		1		1
	Tresspass	56	56			1					
	illegal fire	1	1								
	unattende	2	2								
	Leash Law	22	22								
	Fail Pay Fe	1	1								
	Body Contact										
	Total	137	121	0	0	1	7	4	0	0	2

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.

Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes

Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Oct-15	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	2					1				1
	Major Med	3									3
	Info Reque	2					2				
	Public Serv	3	1				2				
	Drugs	5	1		3				1		1
	weapons	2						1		1	
	DUI	2							2		2
	domestics										
	other mind	5	2					2			1
	other major	2							1		2
	Assist OSA	1					1				
	Vehicle	5	5								
	Boat related										
	Parking	1						1			
	Speed	4	4								
	Camping	20	20								
	Resource	3	1					1			1
	Tresspass	24	22				1		1		
	illegal fire	1	1								
	unattended fire										
	Leash Law	8	8								
	Fail Pay Fee	2	2								
	Body Conta	6	6								
	Total	101	73	0	3	1	7	5	4	2	10

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.

Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes

Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Sep-15	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	2					1	1			
	Major Medical										
	Info Reque	1									
	Public Serv	1					1				
	Drugs										
	weapons	1		1							
	DUI	2							1	1	1
	domestics	1									1
	other mind	8		1			2	1	1		3
	other majo	3								2	3
	Assist OSA										
	Vehicle	55		52	2	1					
	Boat relate	1						1			
	Parking	3		3							
	Speed	7		7							
	Camping	49		49							1
	Resource	3		3							
	Tresspass	3		3							
	illegal fire	3		2							1
	unattended fire										
	Leash Law	7		4					3		
	Fail Pay Fee	3		2			1				
	Body Conta	3		3							
	Total	156	130	2	2	1	3	4	6	3	10

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer  
Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger

Aug-15	Violation	Number	Warn	FI	Cite	Evict	No Action	UTL	Arrest	Impound	OSA
	Minor Med	8									1
	Major Med	2									2
	Info Reque	10									
	Public Serv	15									
	Drugs										
	weapons	5	4					1			
	DUI	2						1	1		2
	domestics	2				2					2
	other mind	10	7					3			1
	other majc	5				1		1			4
	Assist OSA	2							1		1
	Vehicle	120	114			5		1			
	Boat relate	4	2		1					1	
	Parking	7				7					
	Speed	9	9								
	Camping	146	144			2					
	Resource	12	12								
	Tresspass	17	17								
	illegal fire	2	2								1
	unattended	3	3								
	Leash Law	12	12								
	Fail Pay Fee	3	2			1					
	Body Conta	15	15								
	Total	411	343		1	15	3	0	7	2	14

Minor Med Medical call requiring First Aid usually not EMS ie Scraps, Minor Burns, ect.  
Major Med Medical call requiring EMS ie difficulty breathing, Major Burns, Diabetic Emer

Other Minc Crimes not generally requiring SO ie Verbals, Non-injury Traffic Accidents  
Theft (that owners don't want to call SO) and other minor crimes  
Other Majc Crimes requiring out side help. ie 415 (fight), Warrant arrest, Child Endanger  
Assist OSA: PSO's assist with out side agencies in an Arrest, Investigation or ect.

Vehicle: non speed cvc violations ie passangers in truck bed, no seat belt, no DL  
Camping: Complaints / Violations at campsites ie campsite mix ups, noise complaints,



## **EXHIBIT 5**



P.O. Box 942709 Sacramento, CA 94229-2709  
888 CalPERS (or 888-225-7377)  
TTY: (877) 249-7442 | Fax: (916) 795-3005  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

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California Public Employees' Retirement System  
Employer Account Management Division

May 2, 2016

Ms. Rebekah Vieira  
Casitas Municipal Water District  
1055 Ventura Ave.  
Oak View, CA 93022

Dear Ms. Vieira;

This letter is regarding the request by the Casitas Municipal Water District (the District) to review the District's Park Service Officer and Park Ranger series of classifications for possible Local Safety retirement status.

Government Code (G.C.) Section 20423.5 is an optional contract provision that provides safety coverage to employees of a contracting agency who are peace officers as defined in Section 830.31(b) of the California Penal Code. The District currently does not contract for G.C. Section 20423.5.

We have reviewed the submitted duty statements for the Park Services Officer I, Park Services Officer II, Park Services Officer III, Park Services Officer IV, and Park Services Manager classifications, and our determination is that these positions do not meet the criteria of G.C. Section 20423.5. Employees in these classifications must be reported to CalPERS as Miscellaneous members.

We also reviewed the duty statements for the classifications of Park Ranger I, Park Ranger II, Park Ranger III, Park Ranger IV and Ranger Supervisor. We have determined that the duties of these positions meet the criteria of G.C. Section 20423.5. Because G.C. Section 20423.5 is an optional provision, and the District does not currently contract for Section 20423.5, eligible employees in these classifications must therefore be reported to CalPERS as Miscellaneous members.

Should the District amend its CalPERS Retirement Contract to include G.C. Section 20423.5, employees in these positions would then qualify as Local Safety members, and would be reported to CalPERS in the Safety Retirement category.

Casitas Municipal Water District

May 2, 2016

Page 2

CalPERS' remains committed to assisting our members and employers in all matters related to their retirement, within the statutory authority available to us. If you have any further questions or concerns regarding this matter, please feel free to contact me at (916) 795-2363.

Sincerely,

A handwritten signature in black ink that reads "Ronald Gow" with a horizontal line extending to the right.

RONALD GOW, RPS II

Membership, Analysis & Design Unit

Employer Account Management Division

## **EXHIBIT 6**



Rebekah Vieira <rvieira@casitaswater.com>

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## Casitas Municipal Water District- Workers Compensation Underwriter Questions

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Rebekah Vieira <rvieira@casitaswater.com>  
To: Anne Krueger <AKrueger@alliant.com>

Mon, May 2, 2016 at 12:25 PM

Anne,

Our board is currently considering if they will be granting limited peace officer status to our Park Services Officers and re-establish the title of Rangers. The board has not made that decision yet. If they do decide to designate Rangers as limited Peace Officers it is their intent to NOT allow firearms. Back in the 1990's firearms were removed from the facility because of concerns over liability etc. and surplused and provided to the Ventura County Sheriff's office. I have attached documents from that action to this email. Currently, our board is struggling with the decision on limited peace officer status and I am unsure which way they will ultimately decide.

Our attorney has asked me to ask our insurance broker the following:

"If CMWD amends its ordinance to include park rangers or public safety officers with limited peace officer status to enforce its rules and regulations on CMWD property and if CMWD will now employ 8 people with limited peace officer status (they will not be allowed to carry firearms), will CMWD's liability insurance premiums increase, stay the same or decrease because of these changes? and if so, by how much?"

Thank you,

Rebekah

[Quoted text hidden]

—

Rebekah Vieira  
Casitas Municipal Water District  
1055 Ventura Ave.  
Oak View, CA 93022  
(805) 649-2251 ext. 113

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**Reso Gun surplus & minutes.pdf**  
430K



Rebekah Vieira <[rvieira@casitaswater.com](mailto:rvieira@casitaswater.com)>

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## Casitas Municipal Water District- Workers Compensation Underwriter Questions

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Anne Krueger <[AKrueger@alliant.com](mailto:AKrueger@alliant.com)>

Mon, May 2, 2016 at 1:50 PM

To: Rebekah Vieira <[rvieira@casitaswater.com](mailto:rvieira@casitaswater.com)>

Cc: Chris Tobin <[ctobin@alliant.com](mailto:ctobin@alliant.com)>, Candace Porter <[cporter@alliant.com](mailto:cporter@alliant.com)>

Good Afternoon Rebekah,

Regarding the question pertaining to changes affecting the premium, no, this will not impact premium. The % of exposure on the overall change is small and is non premium impacting.

Let me know should you have any questions.

### Anne Krueger

Account Representative

Public Entity Group

Alliant Insurance Services, Inc.

1301 Dove Street

Suite 200

Newport Beach, CA 92660

D 949-260-5087

O 949-756-0271

F 619-699-0902

[www.alliant.com](http://www.alliant.com)

CA License No. 0C36861



**From:** Rebekah Vieira [<mailto:rvieira@casitaswater.com>]

**Sent:** Monday, May 02, 2016 12:26 PM

**To:** Anne Krueger



Rebekah Vieira <rvieira@casitaswater.com>

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## Casitas Municipal Water District- Workers Compensation Underwriter Questions

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Rebekah Vieira <rvieira@casitaswater.com>

Mon, May 2, 2016 at 2:40 PM

To: Robert Kwong <rkwong@atozlaw.com>

Robert,

Here is the answer from our Broker regarding the proposed changes to park rangers. This answer is consistent with what has been told to me in the past. They do not anticipate any changes to premiums as a result of this change.

Rebekah

[Quoted text hidden]

## **EXHIBIT 7**



## Casitas Municipal Water District - Park Ranger I

### CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: Park Ranger I  
REPORTS TO: Park Services Manager  
SALARY LEVEL:  
DATE: May 19, 2016

#### Definition

Under the direction of the Park Services Manager, patrols Lake Casitas Recreation Area(LCRA) and Casitas Municipal Water District(District) owned/controlled property; enforces applicable District ordinances, government codes, state and federal laws relating to the use of District facilities. Assists in day to day operation of the LCRA.Performs other duties as assigned.

#### Career Path

Casitas' Park RangerI is the entry level Park Ranger series and is supervised by the Park Services Manager and Park Services Rangers II, III, IV, and Ranger Supervisor in the performance of the tasks related to the operation of a large regional water-oriented recreation area in serving the needs of park guests while maintaining water quality in the lake. The incumbent exercises independent judgment effectively; patrols and performs enforcement duties with supervision. Incumbent may assume supervisory duties over Part Time personnel.

#### Examples of General Duties for All Park Rangers

*The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not necessarily exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address District needs and changing practices.*

Patrols District owned or controlled property; primarily responsible for the Lake Casitas Recreation Area and Open Space Lands.Responsible for ensuring that public facilities are reasonably safe for public use; provides a deterrent to unacceptable behavior by maintaining high visibility at District facilities; explains and interprets Park rules and other applicable regulations to patrons and the general public; issues warnings and citations when necessary within scope of responsibility; acts to diffuse difficult situations; may perform field training responsibilities as assigned; while in the field requests emergency assistance as appropriate in detaining individuals whose actions endanger persons or property; observes and records/reports violations of the law; protects evidence; prepares reports; provides security as needed at special events; provides assistance in emergencies; administers first aid and CPR when necessary; may prepare and present a variety of public use education programs; provides traffic control; works with other agencies in a professional manner; conforms to uniform standards; is knowledgeable about Park job duties and personnel and is prepared to supervise and fill in when necessary for subordinate Park Rangers.

#### Education and Experience:

High school or General Education Diploma, with college level training in park management, law enforcement, or related areas, ortwoyears experience in the operations of a large park and recreation facility which would provide training, education and experience required for this position.

#### Knowledge and Abilities:

Knowledge of: basicprinciples and practices associated with general law enforcement, codes, ordinances, rules and regulations related to public use of LCRA, rules of evidence, laws relating to search and seizure, arrest and control techniques, and applicable state and local laws; principles and practices of effective supervision; principles and practices of sound patrol techniques for parks, facilities, and open spaces; effective techniques for dealing with individuals from various ages and from various ethnic, cultural, and socioeconomic groups; principles and practices of exemplary customer service; methods, materials, equipment and tools used in the operation of grounds, buildings, and open spaces; principles of first aid and safety; basic budget and record keeping methods.

Ability to: perform work requiring good physical condition; read, interpret and effectively enforce laws and

## Las Vegas Municipal Water District - Park Ranger I

regulations; use good judgment; make sound recommendations; take a proactive approach to problem solving; effectively provide direction to subordinate staff; deal effectively with the public and other agency personnel; establish and maintain effective working relationships; communicate effectively in both oral and written form; maintain records and prepare clear complete and concise reports; attend work as scheduled on a regular basis, effectively perform the position's required duties and responsibilities; direct and train staff; work evenings, weekends and holidays; demonstrates sensitivity to the needs and attitudes of others.

### Certificates:

PC 832 course certified by POST, American Red Cross certification in professional level first aid, CPR/AED, and lifeguarding or within 90 days of employment.

### License:

Possession of a valid California Driver License. Must maintain a satisfactory driving record.

### Special Requirement:

All candidates for Park Ranger positions must successfully complete a pre-employment background investigation which includes a Department of Justice Livescan fingerprint check, physical exam and psychological exam.

### Tools and Equipment Used:

District owned emergency vehicles and other equipment as authorized and assigned, first aid equipment, computers and related software, wireless communication device, telephone, automated external defibrillator, hand tools, power tools, boats, UTV and other tools or equipment as may be required.

### Typical Physical Activities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel, handle or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear. Employee is occasionally required to smell. The employee may push, pull, carry, reach and lift equipment and parts weighing up to 90 lbs.; walk on uneven terrain in an outdoor environment. Employee is required to work in flora and fauna conditions of Southern California and significant temperature changes between cold and heat; sit for extended time periods; have hearing and vision within normal ranges.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Rev. 05/16

## Casitas Municipal Water District - Park Ranger II

### CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: Park Ranger II  
REPORTS TO: Park Services Manager  
SALARY LEVEL:  
DATE: May 19, 2016

#### Definition

Under the direction of the Park Services Manager, patrols Lake Casitas Recreation Area(LCRA) and Casitas Municipal Water District(District) owned/controlled property; enforces applicable District ordinances, government codes, state and federal laws relating to the use of District facilities. Assists in day to day operation of the LCRA. May perform other duties as assigned.

#### Career Path

Casitas' Park Ranger II is the second step, fully qualified level of the Park Ranger series and is supervised by the Park Services Manager in the performance of the full range of tasks related to the operation of a large regional water-oriented recreation area in serving the needs of park guests while maintaining water quality in the lake. The incumbent exercises independent judgment effectively; patrols and performs enforcement duties with minimal supervision. Incumbent may assume supervisory duties over subordinate personnel.

#### Examples of General Duties for All Park Rangers

*The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not necessarily exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address District needs and changing practices.*

Patrols District owned or controlled property; primarily responsible for the Lake Casitas Recreation Area and Open Space Lands. Responsible for ensuring that public facilities are reasonably safe for public use; provides a deterrent to unacceptable behavior by maintaining high visibility at District facilities; explains and interprets Park rules and other applicable regulations to patrons and the general public; issues warnings and citations when necessary within scope of responsibility; acts to diffuse difficult situations; may perform field training responsibilities as assigned; while in the field requests emergency assistance as appropriate in detaining individuals whose actions endanger persons or property; observes and records/reports violations of the law; protects evidence; prepares reports; provides security as needed at special events; provides assistance in emergencies; administers first aid and CPR when necessary; may prepare and present a variety of public use education programs; provides traffic control; works with other agencies in a professional manner; conforms to uniform standards; is knowledgeable about Park job duties and personnel and is prepared to supervise and fill in when necessary for subordinate Park Rangers.

#### Education and Experience:

High school or General Education Diploma, with college level training in park management, law enforcement, or related areas, and three years experience in the operations of a large park and recreation facility including at least two years as an entry level park Park Ranger or training, education and experience which would provide the required knowledge and abilities for this position. Completion of a Peace Officer Standards and Training(POST) program.

#### Knowledge and Abilities:

Knowledge of: principles and practices associated with general law enforcement, codes, ordinances, rules and regulations related to public use of LCRA, rules of evidence, laws relating to search and seizure, arrest and control techniques, and applicable state and local laws; principles and practices of effective supervision; principles and practices of sound patrol techniques for parks, facilities, and open spaces; effective techniques for dealing with individuals from various ages and from various ethnic, cultural, and socioeconomic groups; principles and practices of exemplary customer service; methods, materials, equipment and tools used in the operation of grounds, buildings, and open spaces; principles of first aid and safety; basic budget and record keeping methods.

## Casitas Municipal Water District - Park Ranger II

Ability to: perform work requiring good physical condition; read, interpret and effectively enforce laws and regulations; use good judgment; make sound recommendations; take a proactive approach to problem solving; effectively supervise subordinate staff; deal effectively with the public and other agency personnel; establish and maintain effective working relationships; communicate effectively in both oral and written form; maintain records and prepare clear complete and concise reports; attend work as scheduled on a regular basis, effectively perform the position's required duties and responsibilities; direct and train staff; work evenings, weekends and holidays; demonstrates sensitivity to the needs and attitudes of others.

### Certificates:

PC 832 course certified by POST upon hire; American Red Cross certification in professional level first aid, CPR/AED, and lifeguarding upon hire or within 90 days of employment.

### License:

Possession of a valid California Driver License. Must maintain a satisfactory driving record.

### Special Requirement:

All candidates for Park Ranger positions must successfully complete a pre-employment background investigation which includes a Department of Justice Livescan fingerprint check, physical exam and psychological exam.

### Tools and Equipment Used:

District owned emergency vehicles and other equipment as authorized and assigned, first aid equipment, computers and related software, wireless communication device, telephone, automated external defibrillator, hand tools, power tools, boats, UTV and other tools or equipment as may be required.

### Typical Physical Activities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel, handle or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear. Employee is occasionally required to smell. The employee may push, pull, carry, reach and lift equipment and parts weighing up to 90 lbs.; walk on uneven terrain in an outdoor environment. Employee is required to work in flora and fauna conditions of Southern California and significant temperature changes between cold and heat; sit for extended time periods; have hearing and vision within normal ranges.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Rev. 05/16

## Casitas Municipal Water District - Park Ranger III

### CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: Park Ranger III  
REPORTS TO: Park Services Manager  
SALARY LEVEL:  
DATE: May 19, 2016

#### Definition

Under the direction of the Park Services Manager, patrols Lake Casitas Recreation Area(LCRA) and Casitas Municipal Water District(District) owned/controlled property; enforces applicable District ordinances, government codes, state and federal laws relating to the use of District facilities. May provide field training and oversee the day to day work of subordinate Park Rangers. May perform other duties as assigned.

#### Career Path

Casitas' Park Ranger III is the third step, fully qualified level of the Park Ranger series and is supervised by the Park Services Manager in the performance of the full range of tasks related to the operation of a large regional water-oriented recreation area in serving the needs of park guests while maintaining water quality in the lake. The incumbent exercises independent judgment effectively; patrol and perform enforcement duties independently. Is able to perform Field Training Officer responsibilities. Incumbent may assume supervisory duties in the absence of the Park Services Manager.

#### Examples of General Duties for All Park Rangers

*The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not necessarily exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address District needs and changing practices.*

Patrols District owned or controlled property; primarily responsible for the Lake Casitas Recreation Area and Open Space Lands. Responsible for ensuring that public facilities are reasonably safe for public use; provides a deterrent to unacceptable behavior by maintaining high visibility at District facilities; explains and interprets Park rules and other applicable regulations to patrons and the general public; issues warnings and citations when necessary within scope of responsibility; acts to diffuse difficult situations; may perform field training responsibilities as assigned; while in the field requests emergency assistance as appropriate in detaining individuals whose actions endanger persons or property; observes and records/reports violations of the law; protects evidence; prepares reports; provides security as needed at special events; provides assistance in emergencies; administers first aid and CPR when necessary; may prepare and present a variety of public use education programs; provides traffic control; works with other agencies in a professional manner; conforms to uniform standards; is knowledgeable about Park job duties and personnel and is prepared to supervise and fill in when necessary for subordinate Park Rangers.

#### Education and Experience:

High school or General Education Diploma, with college level training in park management, law enforcement, or related areas, and four years experience in the operations of a large park and recreation facility including at least two years as a journey level park Park Ranger or training education and experience which would provide the required knowledge and abilities for this position. Completion of a Peace Officer Standards and Training(POST) program.

#### Knowledge and Abilities:

Knowledge of: principles and practices associated with general law enforcement, codes, ordinances, rules and regulations related to public use of LCRA, rules of evidence, laws relating to search and seizure, arrest and control techniques, and applicable state and local laws; principles and practices of effective supervision; principles and practices of sound patrol techniques for parks, facilities, and open spaces; effective techniques for dealing with individuals from various ages and from various ethnic, cultural, and socioeconomic groups; principles and practices of exemplary customer service; methods, materials, equipment and tools used in the operation of grounds, buildings, and open spaces; principles of first aid and safety; basic budget and record keeping methods.

## Casitas Municipal Water District - Park Ranger III

Ability to: perform work requiring good physical condition; read, interpret and effectively enforce laws and regulations; use good judgment; make sound recommendations; take a proactive approach to problem solving; effectively supervise subordinate staff; deal effectively with the public and other agency personnel; establish and maintain effective working relationships; communicate effectively in both oral and written form; maintain records and prepare clear complete and concise reports; attend work as scheduled on a regular basis, effectively perform the position's required duties and responsibilities; direct and train staff; work evenings, weekends and holidays; demonstrates sensitivity to the needs and attitudes of others.

### Certificates:

PC 832 course certified by POST upon hire; American Red Cross certification in professional level first aid, CPR/AED, and lifeguarding upon hire or within 90 days of employment.

### License:

Possession of a valid California Driver License. Must maintain a satisfactory driving record.

### Special Requirement:

All candidates for Park Ranger positions must successfully complete a pre-employment background investigation which includes a Department of Justice Livescan fingerprint check, physical exam and psychological exam.

### Tools and Equipment Used:

District owned emergency vehicles and other equipment as authorized and assigned, first aid equipment, computers and related software, wireless communication device, telephone, automated external defibrillator, hand tools, power tools, boats, UTV and other tools or equipment as may be required.

### Typical Physical Activities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel, handle or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear. Employee is occasionally required to smell. The employee may push, pull, carry, reach and lift equipment and parts weighing up to 90 lbs.; walk on uneven terrain in an outdoor environment. Employee is required to work in flora and fauna conditions of Southern California and significant temperature changes between cold and heat; sit for extended time periods; have hearing and vision within normal ranges.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Rev. 05/16

## Casitas Municipal Water District - Park Ranger IV

### CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: Park Ranger IV  
REPORTS TO: Park Services Manager  
SALARY LEVEL:  
DATE: May 19, 2016

#### Definition

Under the direction of the Park Services Manager, patrols Lake Casitas Recreation Area(LCRA) and Casitas Municipal Water District(District) owned/controlled property; enforces applicable District ordinances, government codes, state and federal laws relating to the use of District facilities. May provide field training and oversee the day to day work of subordinate Park Rangers. May perform other duties as assigned.

#### Career Path

Casitas' Park Ranger IV is the fourth step, fully qualified level of the Park Ranger series and is supervised by the Park Services Manager in the performance of the full range of tasks related to the operation of a large regional water-oriented recreation area in serving the needs of park guests while maintaining water quality in the lake. The incumbent exercises independent judgment effectively; patrols and performs enforcement duties independently. Is able to perform Field Training Officer responsibilities. Incumbent may assume supervisory duties in the absence of the Park Services Manager.

#### Examples of General Duties

*The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not necessarily exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address District needs and changing practices.*

Patrols District owned or controlled property; primarily responsible for the Lake Casitas Recreation Area and Open Space Lands. Responsible for ensuring that public facilities are reasonably safe for public use; provides a deterrent to unacceptable behavior by maintaining high visibility at District facilities; explains and interprets Park rules and other applicable regulations to patrons and the general public; issues warnings and citations when necessary within scope of responsibility; acts to diffuse difficult situations; may perform field training responsibilities as assigned; while in the field requests emergency assistance as appropriate in detaining individuals whose actions endanger persons or property; observes and records/reports violations of the law; protects evidence; prepares reports; provides security as needed at special events; provides assistance in emergencies; administers first aid and CPR when necessary; may prepare and present a variety of public use education programs; provides traffic control; works with other agencies in a professional manner; conforms to uniform standards; is knowledgeable about Park job duties and personnel and is prepared to supervise and fill in when necessary for subordinate Park Rangers.

#### Education and Experience:

High school or General Education Diploma, with college level training in park management, law enforcement, or related areas, and five years experience in the operations of a large park and recreation facility including at least two years as a journey level park Park Ranger or training, education and experience which would provide the required knowledge and abilities for this position. Completion of a Peace Officer Standards and Training(POST) program.

#### Knowledge and Abilities:

Knowledge of: principles and practices associated with general law enforcement, codes, ordinances, rules and regulations related to public use of LCRA, rules of evidence, laws relating to search and seizure, arrest and control techniques, and applicable state and local laws; principles and practices of effective supervision; principles and practices of sound patrol techniques for parks, facilities, and open spaces; effective techniques for dealing with individuals from various ages and from various ethnic, cultural, and socioeconomic groups; principles and practices of exemplary customer service; methods, materials, equipment and tools used in the operation of grounds, buildings, and open spaces; principles of first aid and safety; basic budget and record keeping methods.

## Casitas Municipal Water District - Park Ranger IV

Ability to: perform work requiring good physical condition; read, interpret and effectively enforce laws and regulations; use good judgment; make sound recommendations; take a proactive approach to problem solving; effectively supervise subordinate staff; deal effectively with the public and other agency personnel; establish and maintain effective working relationships; communicate effectively in both oral and written form; maintain records and prepare clear complete and concise reports; attend work as scheduled on a regular basis, effectively perform the position's required duties and responsibilities; direct and train staff; work evenings, weekends and holidays; demonstrates sensitivity to the needs and attitudes of others; complete administrative duties as it relates to special events, policy, and reports.

### Certificates:

PC 832 course certified by POST upon hire; American Red Cross certification in professional level first aid, CPR/AED, and lifeguarding upon hire or within 90 days of employment.

### License:

Possession of a valid California Driver License. Must maintain a satisfactory driving record.

### Special Requirement:

All candidates for Park Ranger positions must successfully complete a pre-employment background investigation which includes a Department of Justice Livescan fingerprint check, physical exam and psychological exam.

### Tools and Equipment Used:

District owned emergency vehicles and other equipment as authorized and assigned, first aid equipment, computers and related software, wireless communication device, telephone, automated external defibrillator, hand tools, power tools, boats, UTV and other tools or equipment as may be required.

### Typical Physical Activities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to feel, handle or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear. Employee is occasionally required to smell. The employee may push, pull, carry, reach and lift equipment and parts weighing up to 90 lbs.; walk on uneven terrain in an outdoor environment. Employee is required to work in flora and fauna conditions of Southern California and significant temperature changes between cold and heat; sit for extended time periods; have hearing and vision within normal ranges.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature



## **EXHIBIT 8**

**Law Enforcement**

Section 02.006

Page 1 of 1

May 2016

Title: **Scope of Law Enforcement Responsibilities****I. Purpose**

To define the scope of law enforcement responsibilities of Park Rangers.

**II. Policy**

The primary role of the Park Ranger as a limited peace officer is to enforce District regulations and applicable state and local laws on District Lands. The District's Enabling Legislation grants Park Rangers limited peace officer powers on District Lands, but the District has the authority to administratively restrict their on-duty actions. These limitations are set out in this manual and other pertinent District Ordinances, regulations and policies.

Law enforcement needs on District lands that are beyond the scope of the Ranger duties, should not be ignored but rather referred to, or handled, with sufficient assistance from the appropriate jurisdiction. Rangers are on-site stewards of District lands, whose duties are outlined in the section covering patrol functions.

**III. Procedure**

- A. Rangers shall enforce District ordinances, and other applicable laws using the level of enforcement necessary to ensure compliance, and to ensure the protection of the resource and the provision of a safe environment for the public.
- B. Law enforcement needs on District lands beyond the scope of the Rangers' duties should be referred to, or handled with, sufficient assistance from the appropriate law enforcement jurisdiction, including all felonies, custody arrests, and misdemeanors or infractions outside of the Rangers' scope of responsibility.
- C. Law enforcement needs outside of District lands shall be referred to the appropriate law enforcement jurisdiction as soon as practical.
- D. Enforcement activities are prohibited on private property, unless approved by a supervisor in advance or when the Ranger is dealing with a violation which occurred on District lands and the Ranger is immediately dealing with the situation.
- E. Neighbor Relations - Rangers should develop a good rapport with neighbors. Neighbors can provide vital information that contributes to better management of District lands. Good communication can also prevent errant acts, such as encroachments and violations of District regulations.

## **CASITAS MUNICIPAL WATER DISTRICT**

### **RESOLUTION TO APPROVE AND ADOPT ORDINANCE NO. 16-01 AMENDING RULES AND REGULATIONS FOR THE PUBLIC USE OF THE LAKE CASITAS RECREATIONAL AREA AND REPEALING ORDINANCE NO. 14-01 IN ITS ENTIRETY**

**WHEREAS**, the Casitas Municipal Water District (hereinafter “CMWD”) is empowered, through its Board of Directors (“Board”), to provide a number of public services in accordance with provisions of California Water Code Section 71000, et seq., and

**WHEREAS**, the CMWD’s mission and legal authority are set forth in Water Code Section 71590 et seq. and include the authority to: (1) acquire, control, distribute, store, spread, sink, treat, purify, recycle, recapture, and salvage any water, including sewage and storm waters, for the beneficial use or uses of the municipal water district (§71610) ; (2) construct, maintain, improve and operate public recreational facilities appurtenant to facilities operated or contracted by the municipal water district (§ 71660); and (3) enforce the provisions of any ordinance of the municipal water district through affixing charges and petition to superior court (§71601); and

**WHEREAS**, the CMWD Board requested and reviewed a report prepared by the law firm of Lawrence Beach Allen & Choi entitled “A CURRENT ASSESSMENT OF PUBLIC SAFETY SERVICES AT LAKE CASITAS AND SURROUNDING DISTRICT PROPERTY” (“Assessment Report”) at its April 27, 2016 meeting and which is incorporated herein by reference; and

**WHEREAS**, the Assessment Report included four different options for the CMWD Board to consider in addressing the proper enforcement of its rules and regulations pursuant to its Ordinances at the Lake Casitas Recreational Area so that a safe and enjoyable environment will be maintained for the visiting public; and

**WHEREAS**, the Assessment Report recommends that the CMWD Board, at minimum, amend its current Ordinances to be clear as to what it wants its employees to do with regard to the enforcement of its Ordinances – whether to create a Park Ranger position pursuant to Penal Code § 830.34(d) and Water Code § 71341.5 or to simply direct CMWD employees to “observe and report”; and

**WHEREAS**, the CMWD Board thoroughly reviewed the Assessment Report, received additional analysis from the authors of the Assessment Report, and received public testimony and CMWD staff input at the April 27, 2016 meeting on the substance of the Assessment Report; and

**WHEREAS**, the CMWD’s Board requested additional information from staff and legal counsel on several issues related to the Assessment Report and issue of who should enforce

CMWD Ordinances at the Lake Casitas Recreational Area; and

**WHEREAS**, the answers to the Board’s requests are contained in the Board letter dated May 20, 2016, which is incorporated herein by reference; and

**WHEREAS**, the CMWD Board finds that the adoption of the proposed Ordinance is a project exempt from the requirements of the California Environmental Quality Act (“CEQA”) (Pub. Res. Code, § 21000 et seq.) because it is an action that is “covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment [and] [w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”(title 14, Calif. Code of Regs., § 15061(b)(3)).

**NOW, THEREFORE, BE IT RESOLVED**, in accordance with its vested statutory authority and upon the recitals and findings set forth above, the CMWD Board approves and adopts Ordinance No. 16-01 attached hereto and incorporated by reference; and

**BE IT FURTHER RESOLVED**, the CMWD Board approves the job classifications to add the Park ranger I, II, III, and IV positions.

**BE IT FURTHER RESOLVED**, the CMWD Board repeals Ordinance No. 14-01 in its entirety; and

**BE IT FURTHER RESOLVED**, the CMWD Board directs and authorizes the General Manager or his designee to prepare and file a Notice of Exemption for this Ordinance approval project in accordance with the terms and conditions of title 14, Calif. Code of Regs., § 15062.

**PASSED, APPROVED and ADOPTED** by the CMWD Board of Directors on this **25th day of May, 2016**, by the following vote:

**AYES:** Directors:  
**NOES:** Directors:  
**ABSENT:** Directors:

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Pete Kaiser, President  
Casitas Municipal Water District

**ATTEST:**

**APPROVED AS TO FORM:**

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James W. Word, Secretary  
Casitas Municipal Water District

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John M. Mathews  
General Counsel

CASITAS MUNICIPAL WATER DISTRICT  
Minutes

DATE: May 18, 2016  
TO: Board of Directors  
FROM: General Manager, Steve Wickstrum

Re: Executive Committee Meeting of May 13, 2016

**RECOMMENDATION:**

It is recommended that the Board of Directors receive and file this report.

**MEETING:**

1. **Roll Call.** Directors Peter Kaiser and Russ Baggerly  
Steve Wickstrum, General Manager  
Ron Merckling, Resources Manager
2. **Public Comments.** None.
3. **Board/Manager comments.**  
The General Manager informed the Committee of the May 18<sup>th</sup> public workshop for input to the 2016 Urban Water Management Plan and Drought Update.
4. **Discussion regarding drought workshops and drought communication activities.**  
Directors Kaiser and Baggerly expressed the need to be proactive to the customers about Casitas' water future in light of the continuing drought conditions.

Ron Merckling presented the comprehensive list and schedule of activities that Casitas staff have been and are directly involved in to achieve public outreach and education. The next outreach includes the Saturday workshop on tree care during drought, with over 50 participants already signed up for the workshop. This will be followed by the Urban Water Management Plan update public workshop and the presentation of drought conditions in the same workshop. Staff is also fully involved with residential surveys, campaign signage, and customer interactions concerning the current allocation program.

The Committee discussed further the Water Efficiency and Allocation Program, the actions implemented, the monitoring of water demand reduction, and the ability to make changes to allocations and/or conservation surcharges. Director Kaiser posed the question of moving annual allocations to a quarterly allocation, particularly on Stages 4 and 5. This would require the modification of the current billing system, which may or may not be possible.

The Committee agreed that there is a paradigm shift on the public's attitude toward water use that will need to continue to develop.

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
05/20/16**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
	Federal Farm CR Bank	31331VWN2	4/13/2026	\$939,677	\$907,550	1.901%	5/9/2016	5.53%	3563
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$854,694	\$846,535	2.790%	3/28/2016	5.15%	3529
*TB	Federal Farm CR Bank	3133EFNR4	11/18/2024	\$808,961	\$804,408	2.870%	11/18/2015	4.90%	3058
	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,015,912	\$1,009,490	3.000%	3/24/2016	6.15%	3858
*TB	Federal Farm CR Bank	33133EFHV2	10/13/2022	\$588,288	\$580,528	2.200%	10/23/2015	3.53%	2303
*TB	Federal Home Loan Bank	313381TA3	1/17/2023	\$277,619	\$281,606	2.240%	9/8/2014	1.71%	2397
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,370,274	\$1,368,644	1.625%	10/3/2012	8.33%	1104
	Federal Home Loan Bank	3130A0EN6	12/10/2021	\$547,481	\$534,125	1.107%	5/9/2016	3.25%	2000
*TB	Federal Home Loan Bank	313379RN1	12/27/2024	\$978,364	\$994,980	2.840%	6/18/2014	6.06%	3097
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$772,339	\$757,257	2.875%	2/19/2016	4.61%	3263
*TB	Federal Home Loan Bank	31338OA98	8/14/2024	\$126,966	\$130,874	2.500%	7/3/2014	0.80%	2964
676633	Federal Home Loan Bank	3133XFKF2	6/11/2021	\$672,822	\$671,126	5.625%	1/16/2013	4.09%	1821
*TB	Federal Home Loan MTG Corp	3134G43A4	10/30/2024	\$849,441	\$881,575	2.500%	7/3/2014	5.37%	3040
*TB	Federal Home Loan MTG Corp	3137EADB2	1/13/2022	\$678,097	\$691,768	2.375%	9/8/2014	4.21%	2033
*TB	Federal Home Loan MTG Corp	3137EABA60	11/17/2017	\$1,055,135	\$1,062,540	5.125%	1/3/2012	6.47%	537
*TB	Federal National Assn	3136G0K67	4/9/2021	\$192,000	\$192,334	2.000%	12/2/2014	1.17%	1759
*TB	Federal National Assn	3135G0ES80	11/15/2016	\$684,448	\$685,998	1.375%	3/12/2012	4.18%	175
	Federal National Assn	31315P2J7	5/1/2024	\$809,665	\$789,264	1.721%	5/1/2016	4.80%	2861
*TB	US Treasury Inflation Index NTS	912828JE10	7/15/2018	\$1,150,271	\$1,156,521	1.375%	7/6/2010	7.04%	775
*TB	US Treasury Inflation Index NTS	912828MF4	1/15/2020	\$1,134,993	\$1,166,635	1.375%	11/18/2015	7.10%	1315
*TB	US Treasury Note	912828WE6	11/15/2023	\$768,929	\$822,168	2.750%	12/13/2013	5.01%	2695
	Accrued Interest				\$90,205				
	<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>			<b>\$16,276,376</b>	<b>\$16,426,131</b>			<b>99.98%</b>	
	<b>Total Certificates of Deposit: (11.13506)</b>			<b>\$0</b>	<b>\$0</b>			<b>0.00%</b>	
**	<b>LAIF as of: (11-00-1050-00)</b>		N/A	<b>\$448</b>	<b>\$448</b>	0.46%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,848</b>	<b>\$2,848</b>	0.50%	Estimated	<b>0.02%</b>	
	<b>TOTAL FUNDS INVESTED</b>			<b>\$16,279,672</b>	<b>\$16,429,427</b>			<b>100.00%</b>	
	Total Funds Invested last report			\$16,970,353	\$17,230,910				
	Total Funds Invested 1 Yr. Ago			\$18,183,045	\$18,377,479				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$5,202,174</b>	<b>\$5,202,174</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$3,028,779</b>	<b>\$3,028,779</b>	0.01%			
	<b>TOTAL CASH &amp; INVESTMENTS</b>			<b>\$24,510,625</b>	<b>\$24,660,381</b>				
	TOTAL CASH & INVESTMENTS 1 YR AGO			\$24,165,566	\$24,360,000				

- \*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.