

# Board Meeting Agenda

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

Pete Kaiser, Director  
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT  
Meeting to be held at the  
Oak View Resource Center  
555 Mahoney Ave.  
Oak View, CA 93022  
April 12, 2017  
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 from March 22, 2017.
  - b. Minutes from April 5, 2017 Special Meeting.

RECOMMENDED ACTION: Adopt Consent Agenda

6. Review of District Accounts Payable Report for the Period of 3/16/17 – 4/05/17.

RECOMMENDED ACTION: Motion approving report

7. Resolution approving the Settlement Agreement and Release of Claims – Casitas Municipal Water District and Golden State Water Company.

RECOMMENDED ACTION: Adopt Resolution

8. Recommend approval of the Amendment of the Local Goals and Policies for Use of Mello-Roos Communities Facilities Act of 1983.

RECOMMENDED ACTION: Motion approving recommendation

9. Resolution authorizing Agreements for Financial Services Related to the Issuance of Special Tax Bonds for Community Facilities District 2013-01 (Ojai).

- a. Municipal Advisor – Harrell & Company, LLP
- b. Bond Counsel – Rutan & Tucker, LLP
- c. Underwriter – Piper Jaffray & Company
- d. Disclosure Counsel – Quint & Thimmig, LLP

RECOMMENDED ACTION: Adopt Resolution

10. Recommend adoption of the Park Ranger Policy Manual.

RECOMMENDED ACTION: Motion approving recommendation

11. Resolution adopting the Water Services Agreement between the City of San Buenaventura and the Casitas Municipal Water District.

RECOMMENDED ACTION: Adopt Resolution

12. Information Items:

- a. Lake Casitas Recreation Area Report for February, 2017.
- b. Recreation Committee Minutes.
- c. Water Conservation Update for March, 2017.
- d. Lake Casitas Monthly Status Report for March, 2017.
- e. Water Consumption Report.
- f. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- g. Investment Report.

13. 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  
March 22, 2017

A meeting of the Board of Directors was held March 22, 2017 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 Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Carole Iles substituting for Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were five staff members, four members of the public and the representative from Stantec Consulting in attendance. President Baggerly led the group in the flag salute.

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

None.

2. General Manager Comments.

The General Manager reported that the lake is nearing 44% capacity, 110,000 acre feet. A report will be prepared next month looking at the WEAP (Water Efficiency and Allocation Program) for next year. It was thought that at this time five years ago the lake was at approximately 75%.

He made a presentation to the Community Emergency Response Team from Mira Monte at the Arroyo Mobile Home Park last Wednesday. It is comprised of volunteers who were very interested in hearing everything from how the lake was doing to Golden State and other items. At a meeting today regarding state water connections, key parties were given an opportunity to express their opinions and old parties were reminded about water supplies and how fortunate we are to have what we do have. State water will always be there but difficult to get to. Also, we may want to dedicate this meeting to Ted Grandsen, a Board Member at Calleguas who passed away last Friday. There will be a service for him next Friday.

Director Baggerly said to let the record show the meeting will be adjourned in memory of Ted Gandsen.

3. Board of Director Comments.

Director Word said that in the last several meetings the public had a number of questions on Plan B for an alternative source of water. He stated that Ron Merckling put together a good article on outlining some of the actions that have been taken, studies that are underway and efforts of the District to explore alternative sources of water. He expressed the hope that the public would look at it.

Director Baggerly reported that he heard Supervisor Bennett say that Shona Epstein was moving. She is going to Beverly Hills as Director of Public Works. April 7 will be her last day. The new possibility of moving water from

Calleguas to Ventura through the Springville two facilities is very promising in his mind and is less costly. He also requested that the entire board packet be posted to the website, not just the agenda.

4. Board of Director Verbal Reports on Meetings Attended.

Director Bergen reported that she attended a forum on intertie that morning that was very informative putting into perspective the whole countywide issue of who gets water where right now from the State water project, why the city is interested in the intertie and why they have to do more work to get water to the west side of Ventura. Directors Hicks and Baggerly also attended.

Attorney Mathews pointed out that Board Members were required to report on any meeting for which they receive compensation. They can only receive compensation for one meeting per day.

Director Hicks reported that he had attended AWA Water Issues Meeting the day before. Ian Pritchard from Camrosa spoke about state water mandates, new paradigms and water management

5. Consent Agenda ADOPTED

- a. Minutes from March 8, 2017.
- b. Recommend approval of a purchase order to Vista Ford of Oxnard in the amount of \$34,310.74 for the purchase of a 2017 Ford ½ Ton Crew Cab 4x4 Truck.

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

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

6. Review of District Accounts Payable Report for the Period of 3/3/17 – 3/15/17. APPROVED

Director Word asked about Check #259514 for radio tags for steelhead. He asked if we were anticipating a lot of steelhead or were they extremely expensive tags. The General Manager explained that the tags were expensive but if the steelhead arrive we want to be ready to tag them. Fisheries Staff have to rush the order to be prepared. The tags have a life span of approximately 9 months.

Director Hicks said that one item he saw, \$17,000 for drilling a HOBO (horizontal bore hole), proves we are doing something. The General Manager observed that the cost was for research and he would have the item redesignated to HOBO Project instead of drilling.

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

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

7. Appeal of Laura Loes for An Allocation Penalty Reversal in the Amount of \$1,700. APPROVED

The General Manager explained that the customer had a leak which she was not contesting but which put her into the over allocation category. Her monthly usage had always been below her allocation and the leak was repaired as soon as discovered. Additionally, the line has a long span from the meter to the house and there was no evidence of willful misuse of water.

The General Manager added that it is not defined within the Water Efficiency and Allocation Program as to how to handle that situation and perhaps there needs to be discussion about how to handle water allocation leaks.

On the motion of Director Word, seconded by Director Kaiser, the allocation penalty reversal in the amount of \$1,700 was approved by the following roll call vote:

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

8. Appeal of Debbie Carr for An Allocation Penalty Reversal in the Amount of \$4,515. APPROVED

Mr. Wickstrum reported that this was a similar situation but the leak was at higher flow and took longer to be detected. He said that in the current stage there is no policy for leak relief.

On the motion of Director Word, seconded by Director Kaiser, the allocation penalty reversal in the amount of \$4,515 was approved by the following roll call vote:

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

Director Baggerly gave direction to staff to bring to the Board an outline of a policy for allocation leak relief.

Mr. Carr commented that while he appreciated the waiver of the penalty he was also asking for clarification on contesting the water usage. He did not receive a bill or notification from the Water District until March. There was no indication that a leak had occurred until a bill was received showing usage of 895

units which is over 670,000 gallons of water in a short period time. Had he received a call at the time the meter was read, he could have found and repaired the leak much earlier.

Director Baggerly asked if those things were usually caught when the meter was read. The General Manager confirmed that when the meter was read it would be automatically flagged and the customer notified. On the other question of contesting the bill, for the current stage there is no policy. The other thing is responsibility on the other side of the meter. We intentionally pulled back on the leak relief when we entered the stages.

Director Baggerly expressed concern that the reading may have been missed and asked why the bill was so late. The General Manager explained that it was just the bill cycle. If there is a high reading, customers are automatically notified. The leak may have occurred between the readings. It may have started in January but may have only caused a slight increase which would not have been noticeable.

Director Kaiser said that the Board recently reviewed the policy and decided not to offer leak relief at that time. He also said that customers are responsible for monitoring their own lines.

Mr. Carr said while he understood that, his company proactively monitors internet usage in the county and when spikes occurs they react immediately. He acknowledged that it may not be in Casitas operations but suggested that the Board may want to consider it in the future. The General Manager explained that the Casitas system does not have real time capability. He asked Mike Moler what the threshold was for a high read to trigger staff to notify a customer. Mike said that he did not know what the set percentage was, plus or minus. Mr. Carr said that he did receive a phone call but that it was after the leak had been fixed.

Director Baggerly said he thought it was worth looking into for the customer.

9. Presentation and Recommendations by Hawksley Consulting from the Draft Water Cost of Service and Rate Design Study.

Mark Hildebrand from Stantec Consulting gave an approximately hour long slide presentation explaining the Water Cost of Service and Rate Design Study. There was discussion and explanations during the presentation resulting in requests for the following changes to be made to the report:

- (1) Break out Recreation revenue and expenses in a separate table.
- (2) List four assumptions on how they came to the assumption of using fiscal 2016 and water sales as the forecast to the sales and detail it a bit more.
- (3) Add a year to the table on slide 12 to show through fiscal 2022/23 with the rate recommendations being made.
- (4) Explain all acronyms (e.g. OPEB) in footnotes.
- (5) Explain about source and supply.

- (6) On slide 27 remove the numbers in the first 5 columns for the 12" meter leaving the "Resale" and "Current" columns.

During the presentation Bert Rapp, a member of the public, commented that there was a \$6 dollar increase for the smallest users and a \$6 increase for the bigger users. If, for the first year of the 5 year rate increase, the base rate was to be frozen or lowered a couple of dollars the increase for the smallest users would be traded with the increase to the bigger users putting more cost on the cost per gallon. The first year the smallest users would come down and the bigger users would go up. Freezing or lowering the base rate that first year would help the presentation.

Mark Hildebrand addressed the comment. He said he thought that what was being suggested was a change in the rate design. It would be perfectly legal but it was a policy decision. There would be tradeoffs for going one way or another. The trade off to freezing the rates basically causing fixed revenue to go down is that the revenue would be less stable, more volatile and harder to plan. If you really were to price things out to match your fixed cost versus your variable cost you would need 80% fixed cost and 20% variable which they do not use for the sole reason that it destroys affordability. Any kind of conservation message cannot be sent since people will not care how much water they use because their bill will not change much and 20% of it is the variable portion. You will be forced into a situation where you want to have most of your revenue coming from your variable source to send that signal and allow people to have an affordable water bill, but you don't want to go so low that you undermine your ability to have a stable revenue source.

The Directors expressed their appreciation for the report being clear and well written and for the patience of Stantec staff during the process.

- a. Provide direction to staff.

The General Manager confirmed that the Five Year Presentation is moving forward now as is the resolution for a public hearing on May 10 proposed to be held at the Oak View Community Center

- b. Resolution setting the time, date and place for a public hearing to consider objections or written protests to the proposed water rate restructuring and increases.

ADOPTED

The above resolution was offered by Director Word, seconded by Director Kaiser, and approved by the following roll call vote:

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

Resolution No.

If the notices to property owners cannot be mailed in time for the May 10 hearing date, the alternate date will be set for June 14, 2017

10. Information Items: APPROVED FOR FILING

- a. Lake Casitas Recreation Area Report for January, 2017.
- b. Recreation Committee Minutes.
- c. Executive Committee Minutes.
- d. Finance Committee Minutes.
- e. Investment Report

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

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

President Baggerly moved the meeting to closed session at 4:50 p.m.

13. CLOSED SESSION

It is the intention of the Casitas Municipal Water District Board of Directors to meet in closed session to consider the following item:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code 54956.9(d)(1): *Casitas Municipal Water District v. Golden State Water Company*, Ventura County Superior Court, Case No. 56-2016-00481628-CU-EI-VTA.

President Baggerly moved the meeting back into open session at 5:22 p.m. Mr. Mathews stated the board met with special counsel on the case and had discussions regarding the acquisition of the Golden State Water Company Ojai System. There was no action to report.

14. Adjournment

President Baggerly adjourned the meeting at 5:23 p.m.

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Bill Hicks, Secretary



Minutes of the Casitas Municipal Water District  
Special Board Meeting Held  
April 5, 2017

A special meeting of the Board of Directors was held April 5, 2017 at the Casitas Municipal Water District located at 1055 Ventura Ave. in Oak View, California. The meeting was called to order at 6:00 p.m. Directors Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There was one staff member and no members of the public in attendance. President Baggerly led the group in the flag salute.

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

None

President Baggerly moved the meeting into closed session at 6:02 p.m.

2. CLOSED SESSION

It is the intention of the Casitas Municipal Water District Board of Directors to meet in closed session to consider the following item:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code 54956.9(d)(1): *Casitas Municipal Water District v. Golden State Water Company*, Ventura County Superior Court, Case No. 56-2016-00481628-CU-EI-VTA.

President Baggerly moved the meeting back into open session at 7:01 p.m. with Mr. Mathews reporting that the board had a discussion with special counsel on the status of the item listed on the agenda and there is no reportable action that was taken.

3. Adjournment

President Baggerly adjourned the meeting at 7:02 p.m.

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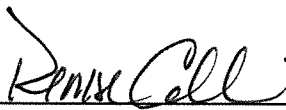
Bill Hicks, Secretary

**CASITAS MUNICIPAL WATER DISTRICT**  
**Payable Fund Check Authorization**  
**Checks Dated 03/16/17-04/05/17**  
**Presented to the Board of Directors For Approval April 12, 2017**

Check	Payee			Description	Amount
000713	Payables Fund Account	#	9759651478	Accounts Payable Batch 032317	\$12,324.04
000714	Payables Fund Account	#	9759651478	Accounts Payable Batch 032917	\$248,452.49
000715	Payables Fund Account	#	9759651478	Accounts Payable Batch 040517	\$417,548.23
					\$678,324.76
000712	Payroll Fund Account	#	9469730919	Estimated Payroll 4/13/17	\$150,000.00
000716	Payroll Fund Account	#	9469730919	Estimated Payroll 4/27/17	\$180,000.00
				Total	\$858,324.76

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, 000711-000715 have been duly audited is hereby certified as correct.

 4/5/17  
 Denise Collin, Accounting Manager/Treasurer

\_\_\_\_\_  
 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.

000713 A/P Checks: 26009-26027  
A/P Draft to P.E.R.S.  
A/P Draft to State of CA  
A/P Draft to I.R.S.  
Voids:

000714 A/P Checks: 26029-26120  
A/P Draft to P.E.R.S. 000000  
A/P Draft to State of CA 000000  
A/P Draft to I.R.S. 000000  
Voids: 26073-26074

000715 A/P Checks: 26121-26185  
A/P Draft to P.E.R.S. 000000  
A/P Draft to State of CA 000000  
A/P Draft to I.R.S. 000000  
Voids: 026154

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

  
Denise Collin, Accounting Manager/Treasurer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

CERTIFICATION

Payroll disbursements for the pay period ending 03/25/17

Pay Date of 03/30/17

have been duly audited and are  
hereby certified as correct.

Signed: Denise Collin 3/27/17  
Denise Collin

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

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

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

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: \* ALL BANKS  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/23/2017			026028		
C-CHECK	VOID CHECK	V	3/29/2017			026073		
C-CHECK	VOID CHECK	V	3/29/2017			026074		
C-CHECK	VOID CHECK	V	4/05/2017			026154		

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	0.00	0.00	0.00
BANK:	TOTALS:		4	0.00	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 201703271192	State Withholding	D	3/29/2017	9,557.98		000000		9,557.98
00128	INTERNAL REVENUE SERVICE							
I-T1 201703271192	Federal Withholding	D	3/29/2017	28,982.15		000000		
I-T3 201703271192	FICA Withholding	D	3/29/2017	28,106.16		000000		
I-T4 201703271192	Medicare Withholding	D	3/29/2017	6,573.18		000000		63,661.49
00128	INTERNAL REVENUE SERVICE							
I-T1 201703311201	Federal Withholding	D	3/31/2017	4.55		000000		
I-T3 201703311201	FICA Withholding	D	3/31/2017	46.90		000000		
I-T4 201703311201	Medicare Withholding	D	3/31/2017	10.96		000000		62.41
00187	CALPERS							
I-PBB201703271192	PERS BUY BACK	D	3/29/2017	216.95		000000		
I-PBP201703271192	PERS BUY BACK	D	3/29/2017	161.96		000000		
I-PEB201703271192	PEPRA EMPLOYEES PORTION	D	3/29/2017	3,409.81		000000		
I-PEM201703271192	PERS EMPLOYEE PORTION MGMT	D	3/29/2017	2,788.28		000000		
I-PER201703271192	PERS EMPLOYEE PORTION	D	3/29/2017	6,474.22		000000		
I-PRB201703271192	PEBRA EMPLOYER PORTION	D	3/29/2017	3,576.19		000000		
I-PRR201703271192	PERS EMPLOYER PORTION	D	3/29/2017	10,239.50		000000		26,866.91
02493	Advanced Engineering Acoustics							
I-160708	Review Rpts, 4m PP Noise	R	3/23/2017	1,500.00		026009		1,500.00
00011	ALERT COMMUNICATIONS							
I-170200847101	Call Center 3/17	R	3/23/2017	257.37		026010		257.37
01666	AT & T							
I-0000009396809	Local, Regional, Long Distance	R	3/23/2017	1,159.60		026011		1,159.60
00018	AT & T MOBILITY							
I-829434088X03142017	PT Wildlife Biol Monthly Cell	R	3/23/2017	11.65		026012		11.65
02544	Department of Justice							
I-222171	Fingerprinting	R	3/23/2017	128.00		026013		128.00
00086	E.J. Harrison & Sons Inc							
I-2115	Acct#1C0053370	R	3/23/2017	146.94		026014		146.94
00086	E.J. Harrison & Sons Inc							
I-2135	Acct#1C00054230	R	3/23/2017	508.59		026015		508.59

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00086 I-2136	E.J. Harrison & Sons Inc Acct#1C00054240	R	3/23/2017	155.23		026016		155.23
02928 I-1612005	Great Western Installations In Campground G Playground Surfac	R	3/23/2017	31,848.00		026017		31,848.00
01186 I-Mar 17	GERARDO M HERRERA Reimburse Expenses 3/17	R	3/23/2017	252.31		026018		252.31
02344 I-26940A	Janitek Cleaning Solutions Janitorial Services - DO	R	3/23/2017	1,395.00		026019		1,395.00
02299 I-Sept 16	Cinnamon McIntosh Reimburse Mileage 9/16	R	3/23/2017	19.82		026020		19.82
02900 I-Mar 17	Greg Romey Reimburse Expense 3/17	R	3/23/2017	99.81		026021		99.81
02770 I-1035	Stoner's One Off Customs Repair & Parts - Cart 9395	R	3/23/2017	784.53		026022		784.53
02643 I-5486167 I-5498962	Take Care by WageWorks Reimburse Medical Reimbuse Medical	R R	3/23/2017 3/23/2017	107.00 15.00		026023 026023		122.00
00891 I-082916	VENTURA COUNTY CLERK CEQA County Clerk Proc. Fee	R	3/23/2017	50.00		026024		50.00
00257 I-3891	VENTURA RIVER WATER DISTRICT GSA Legal Services	R	3/23/2017	2,481.00		026025		2,481.00
00270 I-030817	Wells Fargo Bank Meals-Fin.Com.&Mediation Meet.	R	3/23/2017	105.99		026026		105.99
00270 C-030817o C-030817q C-030817s D-030817n D-030817p D-030817r I-030817a I-030817b I-030817c I-030817d I-030817e I-030817f I-030817g	Wells Fargo Bank Accrue Use Tax Accrue Use Tax Accrue Use Tax Accrue Use Tax Accure Use Tax Accrue Use Tax Employee Meeting Supplies Engineering Software Acoustic Panels -LCRA Truck Lines Belt Welding Kit Jabra Headset - WP Tyler Conference Airfare-Admin	R R R R R R R R R R R R R R	3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017 3/23/2017	60.89CR 13.77CR 14.26CR 60.89 13.77 14.26 47.85 54.95 839.80 72.88 603.45 189.95 659.78		026027 026027 026027 026027 026027 026027 026027 026027 026027 026027 026027 026027 026027		

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-030817h	Office Chair - LCRA	R	3/23/2017	167.01		026027		
I-030817i	O&M Training	R	3/23/2017	445.00		026027		
I-030817j	Vault Record Storage Shelves	R	3/23/2017	1,450.22		026027		
I-030817k	Tool Bags - EM	R	3/23/2017	202.99		026027		
I-030817l	D4-D5 Review - PL	R	3/23/2017	570.00		026027		
I-030817m	DVR for Robles	R	3/23/2017	196.67		026027		5,500.55
02587	A&M LAWNMOWER SHOP							
I-43997	Generator & Chain - PL	R	3/29/2017	4,234.23		026029		
I-44062	Weed Eater Heads - Maint.	R	3/29/2017	70.74		026029		4,304.97
01703	ARNOLD LAROCHELLE MATTHEWS							
I-49922	Matter #5088-015 2/17	R	3/29/2017	648.00		026030		
I-49923	Matter #5088-001 2/17	R	3/29/2017	4,119.99		026030		
I-49924	Matter #5088-012	R	3/29/2017	432.00		026030		5,199.99
01666	AT & T							
I-000009444910	T-1 Lines 9391035541	R	3/29/2017	492.70		026031		492.70
00021	AWA OF VENTURA COUNTY							
I-032917	AWA/CCWUC Luncheon	R	3/29/2017	315.00		026032		315.00
00030	B&R TOOL AND SUPPLY CO							
I-1900894454	Flashlight,Batteries,Adapter	R	3/29/2017	285.34		026033		285.34
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2339171001	VTA Meter Install Parts	R	3/29/2017	1,848.48		026034		
I-S2342582001	Teflon Rectorseal - EM	R	3/29/2017	20.72		026034		1,869.20
00032	BIOVIR LABORATORIES, INC							
I-170579	Giardia/Crypto Test 3/17/17	R	3/29/2017	365.00		026035		365.00
00463	Cal-Coast Machinery							
I-384368	Mower Lights, Panel, Paint	R	3/29/2017	466.95		026036		466.95
02593	Cal-Coast Machinery							
I-385182	Mower Parts - LCRA	R	3/29/2017	323.25		026037		323.25
02300	California Door & Hardware							
I-42216	Windows for PL Shop	R	3/29/2017	860.59		026038		860.59
02869	Center for Collaborative Polic							
I-1070971	Casitas/Ventura Mediation	R	3/29/2017	1,343.06		026039		1,343.06



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01035	ANGELA CHAPMAN-KOFRON I-Aug 16-Mar 17 Reimburse Mileage 8/16-3/17	R	3/29/2017	470.80		026040		470.80
01843	COASTAL COPY I-721472 Copier Usage - LCRA	R	3/29/2017	116.36		026041		116.36
00061	COMPUWAVE I-SB02086045 Printer Cartidges	R	3/29/2017	358.50		026042		358.50
00062	CONSOLIDATED ELECTRICAL I-9009747974 MCC Maintenance I-9009748588 Ethernet Communications	R R	3/29/2017 3/29/2017	2,520.00 1,550.89		026043 026043		4,070.89
01588	CONSULTING WEST ENGINEERS I-CMWD1702 Construction Support - EM	R	3/29/2017	2,400.00		026044		2,400.00
02214	CS-amsco I-12287 Butterfly Valve - PL	R	3/29/2017	1,920.48		026045		1,920.48
00081	DELTA LIQUID ENERGY I-041355 Propane - LCRA I-041397 Propane - LCRA I-041399 Propane - LCRA	R R R	3/29/2017 3/29/2017 3/29/2017	241.31 106.18 106.18		026046 026046 026046		453.67
00086	E.J. Harrison & Sons Inc I-986 Acct#500546088	R	3/29/2017	280.00		026047		280.00
00488	ELECTRONIC SYSTEMS TECHNOLOGY C-31790b Accrue Use Tax D-31790a Accrue Use Tax I-31790 Ethernet Radios	R R R	3/29/2017 3/29/2017 3/29/2017	542.65CR 542.65 7,503.37		026048 026048 026048		7,503.37
00095	FAMCON PIPE & SUPPLY I-189783 Kingston Meter Parts - UT	R	3/29/2017	438.65		026049		438.65
00099	FGL ENVIRONMENTAL I-702338A Nitrate Monitoring 2/22/17	R	3/29/2017	43.00		026050		43.00
00101	FISHER SCIENTIFIC I-1198695 Thermometer - Lab I-1503275 Kwik Stik Microorganisms - Lab I-5440827 Biohazard Bags, Thermometer-Lab I-6466348 Agar & Ethyl Alcohol - Lab	R R R R	3/29/2017 3/29/2017 3/29/2017 3/29/2017	27.85 464.19 148.36 56.26		026051 026051 026051 026051		696.66

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00713	FLUID MANUFACTURING							
I-45283	Shower Coin Acceptor - LCRA	R	3/29/2017	192.27		026052		192.27
00106	FRONTIER PAINT							
I-F0222934	Paint Mixer, Spout, Tray - PL	R	3/29/2017	28.13		026053		
I-F0222974	Urethane - LCRA	R	3/29/2017	114.44		026053		
I-F0223066	Urethane - WP	R	3/29/2017	68.66		026053		
I-F0223477	Urethane - WP	R	3/29/2017	66.00		026053		277.23
03006	Alfred Garcia							
I-536967	Camping Fee Refund 536967	R	3/29/2017	178.50		026054		178.50
02720	Garda CL West, Inc.							
I-20217700	Excess Items - LCRA	R	3/29/2017	8.80		026055		8.80
02755	Vincent Godinez							
I-032317	Safety Boots	R	3/29/2017	134.06		026056		134.06
00115	GRAINGER, INC							
I-9375062701	Hand Rails - PL	R	3/29/2017	579.92		026057		
I-9381219956	Boot Dryer - TP	R	3/29/2017	70.08		026057		650.00
03007	Mary Hammond							
I-544252	Camping Fee Refund 544252	R	3/29/2017	71.00		026058		71.00
03008	Doug Harrell							
I-561260	Vehicle Fee Refund 561260	R	3/29/2017	25.00		026059		25.00
02940	Holliday Rock Co, Inc.							
I-873504	Concrete for Camp F - LCRA	R	3/29/2017	654.23		026060		654.23
00596	HOME DEPOT							
I-3030168	Light Fixture Parts - Maint	R	3/29/2017	64.52		026061		
I-6677124	Batteries for Gate Blower-LCRA	R	3/29/2017	106.18		026061		170.70
00894	HOSE-MAN, INC.							
I-5234821000105	Fire Hose & Fittings - PL	R	3/29/2017	342.49		026062		342.49
00125	IDEXX DISTRIBUTION CORP							
I-3013665561	Quantitray Trays - Lab	R	3/29/2017	238.19		026063		238.19
00127	INDUSTRIAL BOLT & SUPPLY							
I-1764581	Heavy Duty Nuts & Bolts	R	3/29/2017	371.00		026064		
I-1768441	Hex Caps for Check Valve - EM	R	3/29/2017	41.96		026064		412.96

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00872	Irrisoft, Inc.							
I-6023	Weather Station Signal	R	3/29/2017	79.00		026065		79.00
00131	JCI JONES CHEMICALS, INC							
I-715761	Chlorine - TP, CM 715778	R	3/29/2017	1,650.00		026066		1,650.00
01022	KELLY CLEANING & SUPPLIES, INC							
I-363063	Janitorial Services - LCRA	R	3/29/2017	300.00		026067		300.00
02671	Tim Lawson							
I-Mar 17	Seat Belt - Unit 24	R	3/29/2017	96.55		026068		96.55
00328	LIGHTNING RIDGE							
I-03071707K	Uniforms - PL	R	3/29/2017	970.63		026069		
I-3081701	Uniforms - UT	R	3/29/2017	184.60		026069		1,155.23
00539	LOS ANGELES TIMES							
I-10011174755	Subscription 4/17/17-10/6/17	R	3/29/2017	311.46		026070		311.46
02998	McCall's Meter Sales & Service							
I-29130	Ultra Mag Flow Meter	R	3/29/2017	6,861.13		026071		6,861.13
00151	MEINERS OAKS ACE HARDWARE							
C-762732	Phone Cable, Car Holder Return	R	3/29/2017	19.31CR		026072		
C-763026	Batteries - Fish.	R	3/29/2017	7.34CR		026072		
C-764827	Garden Sprayer Return	R	3/29/2017	16.58CR		026072		
C-K63573	Mini Mats Return	R	3/29/2017	30.85CR		026072		
I-761895	Battery, Leather Gloves-EM	R	3/29/2017	23.40		026072		
I-762354	Paintbrushes, Paint Pail - TP	R	3/29/2017	37.41		026072		
I-762634	Joint Compound, Smooth Set -PL	R	3/29/2017	40.91		026072		
I-762730	Gloves, Phone Cable - PL	R	3/29/2017	39.58		026072		
I-762786	Hose Flexogen - Maint.	R	3/29/2017	21.46		026072		
I-762812	Wheel Cleaner, Tire Foam-PL	R	3/29/2017	14.89		026072		
I-762860	Windex - PL	R	3/29/2017	14.62		026072		
I-762918	Hydraulic Cement, Cloth Plumber	R	3/29/2017	30.95		026072		
I-763340	Straps, Bolts, Wire Lamp - UT	R	3/29/2017	19.87		026072		
I-763505	Pitch Fork, Blades, Head Set	R	3/29/2017	105.27		026072		
I-763506	Kwik Glue - TP	R	3/29/2017	40.17		026072		
I-763537	Padlock, Tote - UT	R	3/29/2017	45.82		026072		
I-763547	Trash Bags, Tape, Sanitizer-LCRA	R	3/29/2017	56.53		026072		
I-763566	Sprayer, Tape, Mini Mats	R	3/29/2017	138.07		026072		
I-763722	Gloves, Weather Proof Cement	R	3/29/2017	20.54		026072		
I-763822	Cable Ties, Hat - UT	R	3/29/2017	39.56		026072		
I-763929	Bolts, Screws, Dowels, Vinegar	R	3/29/2017	42.50		026072		
I-764494	Swivel Safety Clasp - UT	R	3/29/2017	23.40		026072		
I-764726	Shovels, Thread Seal Tape - UT	R	3/29/2017	45.82		026072		
I-764829	Cup Wheel, Cooler, Rake	R	3/29/2017	59.90		026072		
I-765162	Wipes, Lysol, Bucket	R	3/29/2017	39.67		026072		

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I-765203	Epoxy Glue - PL	R	3/29/2017	3.89		026072		
I-765359	Paint Trays	R	3/29/2017	13.59		026072		
I-765502	Sponges, Towels - LCRA	R	3/29/2017	18.89		026072		
I-765537	Batteries - Lab	R	3/29/2017	42.90		026072		
I-K63691	Cup Wheels - WP	R	3/29/2017	79.03		026072		
I-K63700	Seal, Bit, Varnish - LCRA	R	3/29/2017	88.17		026072		1,072.73
03009	Rosanne Moreland							
I-541549	Camping Fee Refund 541549	R	3/29/2017	260.00		026075		
I-541581	Camping Fee Refund 541581	R	3/29/2017	100.00		026075		360.00
03004	New Annuvia Company LLC							
I-A9201	AED Renewal	R	3/29/2017	250.00		026076		250.00
00163	OFFICE DEPOT							
I-910579111001	Remit Plus Ink Catridge	R	3/29/2017	78.94		026077		
I-910579111001a	Kim Wipes - Maint	R	3/29/2017	64.24		026077		
I-912387692001	Ink, Pens, Paper, Legal Pads	R	3/29/2017	300.20		026077		
I-912388115001	Legal Note Pads	R	3/29/2017	9.64		026077		
I-913092842001	Binders - Admin	R	3/29/2017	235.84		026077		
I-913093259001	Dividers - Admin	R	3/29/2017	16.62		026077		
I-915082975001	Office Supplies - LCRA & DO	R	3/29/2017	182.64		026077		
I-915252197001	Office Supplies - LCRA & DO	R	3/29/2017	83.82		026077		971.94
01570	Ojai Auto Supply LLC							
I-398646	Interior Door Handle - Unit 19	R	3/29/2017	23.05		026078		
I-399094	Synthetic Motor - EM	R	3/29/2017	12.85		026078		35.90
00165	OJAI LUMBER CO, INC							
I-1703816247	Wire Mesh Mat - LCRA	R	3/29/2017	54.92		026079		
I-1703816372	Redwood Lumber - LCRA	R	3/29/2017	358.31		026079		413.23
00602	OJAI TRUE VALUE							
I-51338	Batteries - Lab	R	3/29/2017	52.50		026080		52.50
00168	OJAI VALLEY NEWS							
I-031317	1 Year Subscription	R	3/29/2017	52.00		026081		
I-300012052	LCRA Employment Ads	R	3/29/2017	112.50		026081		164.50
00747	OST TRUCKS & CRANES, INC.							
I-215747	Crane Work - Ave 2 PP	R	3/29/2017	242.52		026082		242.52
02495	Pacific Marine Repair Inc.							
I-734829	Repair & Parts - Unit 135	R	3/29/2017	2,120.46		026083		
I-734831	Repair & Parts - Unit 219	R	3/29/2017	2,209.33		026083		4,329.79

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10072	PERMACOLOR, INC							
I-2767309	Sandblast & Coat Spools - EM	R	3/29/2017	401.50		026084		401.50
00188	PETTY CASH							
I-032817	Increase LCRA Petty Cash	R	3/29/2017	2,000.00		026085		2,000.00
02187	Pitney Bowes Inc							
I-1003533610	Qtrly Postage Machine Rental	R	3/29/2017	112.61		026086		112.61
00627	PORT SUPPLY							
I-3866026	Life Vests - LCRA	R	3/29/2017	861.42		026087		861.42
02833	Praxair, Inc							
I-76567048	Liquid Oxygen - TP	R	3/29/2017	2,066.64		026088		2,066.64
02999	Rain Water Solutions, Inc							
I-9310	Rain Barrels	R	3/29/2017	321.75		026089		321.75
00313	ROCK LONG'S AUTOMOTIVE							
I-20224	Oil Filter & Fluids - Unit 14	R	3/29/2017	132.58		026090		
I-20387	Water Pump, Heater, Thermostat	R	3/29/2017	1,052.04		026090		
I-20422	Recharge AC - unit 4	R	3/29/2017	139.88		026090		1,324.50
01172	RP BARRICADE							
I-50039	Emergency Traffic Control	R	3/29/2017	730.00		026091		730.00
01109	SALVADOR LOERA TRANSPORTATION							
I-15443	Road Base - LCRA	R	3/29/2017	570.68		026092		
I-15516	Road Base - LCRA	R	3/29/2017	570.68		026092		
I-15577	Fill Sand - PL	R	3/29/2017	367.96		026092		
I-15578	Crushed Rock - LCRA	R	3/29/2017	700.00		026092		2,209.32
00768	SANTA BARBARA CONTROL SYSTEMS							
I-99928	Chemical Controllers	R	3/29/2017	6,675.88		026093		6,675.88
02756	SC Fuels							
I-0823828IN	Gas & Diesel - LCRA	R	3/29/2017	3,044.98		026094		3,044.98
00725	SMART & FINAL							
I-173633	Coffee, Cups, Creamer - DO	R	3/29/2017	26.40		026095		26.40
00608	SMITH PIPE & SUPPLY INC.							
I-3099005	Herbicide - LCRA	R	3/29/2017	401.54		026096		401.54

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02003	Sostre Enterprises Inc.							
I-3318	Website CMS Fee/Hosting	R	3/29/2017	249.00		026097		249.00
00215	SOUTHERN CALIFORNIA EDISON							
I-032417	Acct#2157697889	R	3/29/2017	724.52		026098		
I-032417a	Acct#2266156405	R	3/29/2017	289.66		026098		
I-032417b	Acct#2312811532	R	3/29/2017	96.38		026098		1,110.56
00216	Southern California Gas Co.							
I-032717	Acct#00801443003	R	3/29/2017	502.90		026099		
I-032717a	Acct#18231433006	R	3/29/2017	95.80		026099		598.70
01147	SUPERIOR GATE SYSTEMS							
I-3764	Auto Gate Maintenance	R	3/29/2017	550.00		026100		
I-3780	Motor Replacement in Gate	R	3/29/2017	285.00		026100		835.00
03001	TimeClock Plus							
I-419006	Time Clock & Software	R	3/29/2017	20,849.37		026101		20,849.37
01173	TOICO INDUSTRIES, INC.							
C-0161617INb	Accrue Use Tax	R	3/29/2017	4.96CR		026102		
D-0161617INa	Accrue Use Tax	R	3/29/2017	4.96		026102		
I-0161617IN	Nozzle, Gloves - LCRA	R	3/29/2017	80.12		026102		80.12
01662	TYLER TECHNOLOGIES, INC.							
I-025182036	Monthly UB Online Fees	R	3/29/2017	153.00		026103		153.00
01268	ULINE							
I-85315699	Trash Can & Lid	R	3/29/2017	364.50		026104		364.50
00234	UNITED WATER CONSERVATION							
I-032417	OAP Refund	R	3/29/2017	32,342.00		026105		32,342.00
00256	VENTURA RENTAL PARTY CENTER							
I-184265	Table Rental	R	3/29/2017	36.00		026106		36.00
00258	VENTURA STEEL, INC							
I-191572	Reservoir Hand Rails	R	3/29/2017	1,062.10		026107		
I-191628	Reservoir Hand Rails	R	3/29/2017	242.65		026107		
I-192526	Flat Bar - UT	R	3/29/2017	49.34		026107		1,354.09
09955	VENTURA WHOLESALE ELECTRIC							
I-212093	Electric Parts - LCRA Fountain	R	3/29/2017	156.32		026108		
I-223980	Hole Seal, Pipe Fittings - UT	R	3/29/2017	54.27		026108		210.59

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01830	WATERTRAX USA							
I-400650621	Annual Subscription	R	3/29/2017	4,056.01		026109		4,056.01
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10006655947	Cooler - UT	R	3/29/2017	71.84		026110		
I-10006681518	Respirators - LCRA	R	3/29/2017	253.15		026110		
I-10006720135	Sledge Hammer, Broom	R	3/29/2017	63.79		026110		
I-10006721186	Diggin Bars	R	3/29/2017	55.76		026110		444.54
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201703271192	457 CATCH UP	R	3/29/2017	461.54		026111		
I-DCI201703271192	DEFERRED COMP FLAT	R	3/29/2017	2,109.62		026111		
I-DI%201703271192	DEFERRED COMP PERCENT	R	3/29/2017	89.81		026111		2,660.97
01960	Moringa Community							
I-MOR201703271192	PAYROLL CONTRIBUTIONS	R	3/29/2017	16.75		026112		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-DCN201703271192	DEFERRED COMP FLAT	R	3/29/2017	4,242.50		026113		
I-DN%201703271192	DEFERRED COMP PERCENT	R	3/29/2017	376.52		026113		4,619.02
00180	S.E.I.U. - LOCAL 721							
I-COP201703271192	SEIU 721 COPE	R	3/29/2017	19.50		026114		
I-UND201703271192	UNION DUES	R	3/29/2017	724.75		026114		744.25
01400	STATE DISBURSEMENT UNIT							
I-CS4201703271192	Payroll Deduction 10-D000121	R	3/29/2017	830.76		026115		830.76
00230	UNITED WAY							
I-UWY201703271192	PAYROLL CONTRIBUTIONS	R	3/29/2017	60.00		026116		60.00
1	JIMENEZ, LORRAINE							
I-000201703211188	TS REFUND	R	3/29/2017	126.00		026117		126.00
1	KANE, MICHAEL							
I-000201703211189	TS REFUND	R	3/29/2017	84.00		026118		84.00
1	DUNTON, JOSEPH							
I-000201703221191	TS REFUND	R	3/29/2017	42.00		026119		42.00
1	HARMON, CHRISTOPHER							
I-000201703221190	TS REFUND	R	3/29/2017	42.00		026120		42.00

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02587	A&M LAWNMOWER SHOP							
I-44061	Hedge Trimmer - UT	R	4/05/2017	500.48		026121		
I-44122	Pressure Washer Parts - LCRA	R	4/05/2017	1,285.34		026121		1,785.82
00010	AIRGAS USA LLC							
I-9061539890	Electrode, Gloves - PL	R	4/05/2017	92.69		026122		
I-9943386662	Acetylene,Argon,Oxygen Rental	R	4/05/2017	116.58		026122		209.27
00836	AMERICAN RED CROSS							
I-22000899	First Aid Course - WP	R	4/05/2017	27.00		026123		27.00
00029	AMERICAN TOWER CORP							
I-2404738	Tower Rent-Red Mtn. Rincon Pk	R	4/05/2017	1,845.59		026124		1,845.59
00014	AQUA-FLO SUPPLY							
I-SI011217	Brass Cap & Adapter, Trowel-UT	R	4/05/2017	38.32		026125		
I-SI1000688	Rubber Clamp - LCRA	R	4/05/2017	4.22		026125		
I-SI1001207	PVC Pipe & Fittings - LCRA	R	4/05/2017	63.00		026125		
I-SI1006850	Chlorine System Parts - TP	R	4/05/2017	1,064.30		026125		
I-SI1007875	Hand Pump - UT	R	4/05/2017	32.60		026125		
I-SI1009650	PVC Fittings & Teflon Paste-UT	R	4/05/2017	24.80		026125		1,227.24
00840	AQUA-METRIC SALES COMPANY							
I-0064698IN	Min Touch Reader Plus - UT	R	4/05/2017	527.52		026126		527.52
02179	Art Street Interactive							
I-1101	Res. Sys. Web hosting/Maint.	R	4/05/2017	542.15		026127		542.15
00021	AWA OF VENTURA COUNTY							
I-06-9783	Waterwise Breakfast 3/16	R	4/05/2017	100.00		026128		
I-06-9806	Symposium Sponsorship	R	4/05/2017	2,500.00		026128		2,600.00
00030	B&R TOOL AND SUPPLY CO							
I-1900895602	Wrench & Taper - EM	R	4/05/2017	39.52		026129		39.52
01153	RUSS BAGGERLY							
I-Mar 17	Reimburse Mileage 3/17	R	4/05/2017	74.90		026130		74.90
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2343113001	Full Face Gasket - EM	R	4/05/2017	65.55		026131		65.55
01843	COASTAL COPY							
I-721735	Copier Usage - Whs	R	4/05/2017	32.42		026132		
I-723340	Copier Usage - DO	R	4/05/2017	251.91		026132		284.33



VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02861 I-58078	Confidential Data Destruction Shredding Service	R	4/05/2017	100.00		026133		100.00
00062 I-9009-748238	CONSOLIDATED ELECTRICAL Coil, Surge Suppessor - TP	R	4/05/2017	626.09		026134		626.09
02214 I-12278	CS-amsco Valve Flapper & Gaskets - EM	R	4/05/2017	1,187.22		026135		1,187.22
00740 I-10156083092 I-10156652212	DELL MARKETING L.P. Dell Optiplex - Admin Laptop - UT Foreman	R R	4/05/2017 4/05/2017	775.55 1,625.94		026136 026136		2,401.49
00662 I-P06340	Diamond A Equipment Blade Sets - LCRA	R	4/05/2017	300.36		026137		300.36
00095 I-190114 I-190455	FAMCON PIPE & SUPPLY Valve Boxes & Couplings - PL Couplings - Ave 2 PP	R R	4/05/2017 4/05/2017	1,501.50 959.89		026138 026138		2,461.39
00575 I-622421	FENCE FACTORY - SATICOY Fence Panels - LCRA	R	4/05/2017	369.60		026139		369.60
00013 C-CM047714 I-0587814	FERGUSON ENTERPRISES INC Mason 1" Arbor Return - PL Shovels, Hard Hat, Mason Arbor	R R	4/05/2017 4/05/2017	42.22CR 196.96		026140 026140		154.74
00099 I-702587A I-702836A I-703139A	FGL ENVIRONMENTAL Nitrate Monitoring 2/28/17 Turbidity 3/7/17 Nitrate Monitoring 3/14/17	R R R	4/05/2017 4/05/2017 4/05/2017	43.00 16.00 43.00		026141 026141 026141		102.00
01614 I-10992 I-10992a	FORBESS CONSULTING GROUP, INC Lead & Asbestos Testing Lead & Asbestos Testing	R R	4/05/2017 4/05/2017	581.25 28.75		026142 026142		610.00
02710 I-5040181 I-6039181	Ford of Ventura Inc Front Door Latch - Unit 19 Fuel Filter - Unit 16	R R	4/05/2017 4/05/2017	186.27 103.70		026143 026143		289.97
00103 I-91640	FRANK'S ROOTER & PUMPING Spetic System Repair - TP	R	4/05/2017	2,792.69		026144		2,792.69

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00104	FRED'S TIRE MAN							
I-98590	HD Tires - Unit 51	R	4/05/2017	1,142.58		026145		
I-98763	New Tires - Unit 34	R	4/05/2017	559.14		026145		
I-98843	Flat Repair - Unit 277	R	4/05/2017	30.00		026145		1,731.72
00106	FRONTIER PAINT							
I-F0223692	Urethane - WP	R	4/05/2017	22.42		026146		22.42
02158	Google, Inc.							
I-3363946138	Google Apps 3/17	R	4/05/2017	830.00		026147		830.00
00115	GRAINGER, INC							
I-9401116737	Weather Proof Enclosure - WP	R	4/05/2017	364.43		026148		
I-9403066898	Submersible Mix Pump - TP	R	4/05/2017	642.81		026148		
I-9403066906	Waste Storage Drum - Safety	R	4/05/2017	145.65		026148		1,152.89
00746	GREEN THUMB INTERNATIONAL							
I-490689	District Plants - Cons.	R	4/05/2017	191.70		026149		191.70
00121	HACH COMPANY							
I-10307768	Hydrolab Remote Mon. Equip.	R	4/05/2017	312.67		026150		312.67
00129	J.L. WINGERT CO							
I-368840	Chemical Pump Parts - WP	R	4/05/2017	3,988.12		026151		3,988.12
01829	MAC'S AUTO UPHOLSTERY							
I-24476	Truck Seat Repair - Unit 20	R	4/05/2017	307.50		026152		307.50
00151	MEINERS OAKS ACE HARDWARE							
C-765958	Bolts & Screws - LCRA	R	4/05/2017	1.50CR		026153		
I-753843	Wipes, Air Filters - LCRA	R	4/05/2017	49.83		026153		
I-758481	Silica Sand,Hand Held Spreader	R	4/05/2017	21.43		026153		
I-759811	Trash Can - IT	R	4/05/2017	42.89		026153		
I-762398	Heavy Duty U-post - Fisheries	R	4/05/2017	73.14		026153		
I-765174	Ready Seal, Drycrete - LCRA	R	4/05/2017	89.04		026153		
I-765193	Spraypaint, Flat Pencil - UT	R	4/05/2017	23.49		026153		
I-765194	Broom - UT	R	4/05/2017	13.07		026153		
I-765488	Spraypaint & Cement - Maint.	R	4/05/2017	19.50		026153		
I-765529	Screwdriver & Batteries - UT	R	4/05/2017	22.98		026153		
I-765548	Sander, Car Charger - PL	R	4/05/2017	23.07		026153		
I-765576	Gringing Wheel - LCRA	R	4/05/2017	46.84		026153		
I-765675	Gas Can - UT	R	4/05/2017	11.79		026153		
I-765690	Hand Sanders, Filter Bags - PL	R	4/05/2017	50.97		026153		
I-765712	Primer & Seal,Blade,Bolts-LCRA	R	4/05/2017	47.58		026153		
I-765765	Straw Hat, Brake Cleaner-Maint	R	4/05/2017	19.66		026153		
I-765848	Sanding Mask, Sponge - PL	R	4/05/2017	15.48		026153		
I-765929	Bolts & Screws - LCRA	R	4/05/2017	3.86		026153		
I-766042	Paintbrushes & Paint - LCRA	R	4/05/2017	161.49		026153		

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-766043	Mortar Mix - LCRA	R	4/05/2017	11.13		026153		
I-766095	Joint Tape, Silicone - PL	R	4/05/2017	25.30		026153		771.04
00163	OFFICE DEPOT							
I-915082975002	A to Z File Guides - LCRA	R	4/05/2017	28.94		026155		28.94
01570	Ojai Auto Supply LLC							
I-398148	Brake Rotor - Unit 55	R	4/05/2017	212.32		026156		
I-400045	Hoses - LCRA	R	4/05/2017	5.22		026156		217.54
00912	OJAI BUSINESS CENTER, INC							
I-12118	Sample Shipment - Lab	R	4/05/2017	76.06		026157		76.06
00165	OJAI LUMBER CO, INC							
I-1703-818219	Safety Glasses - UT	R	4/05/2017	37.61		026158		37.61
00602	OJAI TRUE VALUE							
I-51339	Lithium Batteries - Lab	R	4/05/2017	13.92		026159		13.92
00168	OJAI VALLEY NEWS							
I-300012236	Visitors Guide Spring Ad	R	4/05/2017	350.00		026160		350.00
02495	Pacific Marine Repair Inc.							
I-734964	Boat Starter Replace -Unit 135	R	4/05/2017	418.16		026161		418.16
00188	PETTY CASH							
I-033017	Replenish Petty Cash	R	4/05/2017	289.63		026162		289.63
00188	PETTY CASH							
I-033117	Increase DO Petty Cash	R	4/05/2017	400.00		026163		400.00
01439	PRECISION POWER EQUIPMENT							
I-2586	Leverlock - PL	R	4/05/2017	65.09		026164		65.09
02936	Priority Safety Services, LLC							
I-2017-646	Respirator Fit Tests - WP	R	4/05/2017	490.00		026165		490.00
02682	Quagga Inspection Services, LL							
I-201610	QID License - LCRA	R	4/05/2017	1,200.00		026166		1,200.00
00313	ROCK LONG'S AUTOMOTIVE							
I-20513	Repair Short - Unit 37	R	4/05/2017	645.43		026167		645.43

VENDOR SET: 01 Casitas Municipal Water D  
 BANK: AP ACCOUNTS PAYABLE  
 DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02756	SC Fuels							
I-0838915IN	Gas & Diesel - LCRA	R	4/05/2017	2,124.46		026168		2,124.46
00215	SOUTHERN CALIFORNIA EDISON							
I-033017	Acct#2210507034	R	4/05/2017	8,371.59		026169		
I-033117	Acct#2210503702	R	4/05/2017	5,650.30		026169		
I-040417	Acct#2210502480	R	4/05/2017	50,877.25		026169		
I-040417a	Acct#2210505426	R	4/05/2017	1,561.38		026169		
I-040417b	Acct#2237011044	R	4/05/2017	28.84		026169		
I-040417c	Acct#2237789169	R	4/05/2017	30.40		026169		
I-040417d	Acct#2269631768	R	4/05/2017	23.19		026169		66,542.95
00048	STATE OF CALIFORNIA							
I-040117	State Water Plan Payment	R	4/05/2017	174,722.00		026170		174,722.00
02703	Sunbelt Rentals							
I-67546194001	Leak Equipment Rental - PL	R	4/05/2017	195.33		026171		195.33
02643	Take Care by WageWorks							
I-5539670	Reimburse Medical	R	4/05/2017	122.31		026172		122.31
02527	Traffic Technologies LLC							
I-24052	Orange Traffic Cones - UT	R	4/05/2017	245.67		026173		245.67
01662	TYLER TECHNOLOGIES, INC.							
I-025-183808	Maint-Custom Allocation Report	R	4/05/2017	1,312.50		026174		1,312.50
00257	VENTURA RIVER WATER DISTRICT							
I-033117a	Acct#0537500A	R	4/05/2017	27.56		026175		
I-033117b	Acct#0350100A	R	4/05/2017	10.00		026175		37.56
09955	VENTURA WHOLESALE ELECTRIC							
I-210882	LED Flag Pole Light - Maint.	R	4/05/2017	535.18		026176		535.18
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10006713401	Nitrile Gloves, Trash Bags -PL	R	4/05/2017	97.87		026177		97.87
1	GOFOURTH, EDEN							
I-000201703291193	UB REFUND	R	4/05/2017	75.03		026178		75.03
1	CHROSTOWSKI, MARSHAL							
I-000201703291194	UB REFUND	R	4/05/2017	30.40		026179		30.40

VENDOR SET: 01 Casitas Municipal Water D  
BANK: AP ACCOUNTS PAYABLE  
DATE RANGE: 3/16/2017 THRU 4/05/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BERTRAM, CARLA UB REFUND	R	4/05/2017	24.22		026180		24.22
1	MACLAREN, PAUL UB REFUND	R	4/05/2017	3.21		026181		3.21
1	MTI CAPITAL INC UB REFUND	R	4/05/2017	31.03		026182		31.03
1	GOER-ROSS FAMILY TRU UB REFUND	R	4/05/2017	23.32		026183		23.32
1	HAPPY YU LLC UB REFUND	R	4/05/2017	25.14		026184		25.14
00004	ACWA JOINT POWERS INSURANCE AU Health Insurance 04/17	R	4/05/2017	137,172.76		026185		137,172.76

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	173	612,378.32	0.00	612,378.32
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	100,148.79	0.00	100,148.79
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			177	712,527.11	0.00	712,527.11
BANK: AP	TOTALS:		177	712,527.11	0.00	712,527.11
REPORT TOTALS:			177	712,527.11	0.00	712,527.11

oid stale dated checks and reissue:

- Check #24073
- Check #24470
- Check #24641
- Check #25484

oid and reissue check #25770, lost in mail

(1,500.00)  
 (50.00)  
 (19.82)  
 (31,848.00)  
 (784.53)  


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 \$678,324.76

**Casitas Municipal Water District  
Reimbursement Disclosure Report (1)  
Fiscal Year 2016/17  
July 1, 2016-June 30, 2017**

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/5/2016	Vincent Godinez	Safety Boot Purchase	153.87
7/5/2016	Scott Lewis	Salmonid Genetics Conference	210.00
7/13/2016	Scott Lewis	Airfare to CMWD 7/10-7/14	425.20
7/13/2016	Scott MacDonald	Class Reimbursement	120.00
7/13/2016	Luke Soholt	Class Reimbursement	168.00
7/19/2016	Lindsay Cao	CWEA Membership	172.00
7/26/2016	Gerardo Herrera	Safety Boot Purchase	170.00
7/26/2016	Tim Lawson	Safety Boot Purchase	118.20
7/28/2016	Ron Yost	Property Tax Bill-Damtender Residence	608.65
8/4/2016	Gerardo Herrera	Utility Leadership Course	115.68
8/10/2016	Eric Behrendt	Safety Boot Purchase	156.59
8/10/2016	Scott Lewis	Lodging	348.32
8/10/2016	Scott Lewis	Car Rental	320.27
8/17/2016	Robert Vasquez	Safety Boot Purchase	170.00
8/24/2016	Larry Harris	Gray Water Workshop Refreshments	200.10
9/14/2016	Joel Cox	Safety Boot Purchase	170.00
9/14/2016	Greg Romey	Mileage Reimbursement - Offsite Training	111.24
9/21/2016	Joel Cox	T4 Certification	105.00
10/5/2016	Scott MacDonald	Safety Boot Purchase	170.00
10/13/2016	Scott Lewis	Airfare to CMWD 9/27-9/29	331.20
10/13/2016	Scott Lewis	Car Rental	254.08
10/13/2016	Scott Lewis	Lodging	189.50
10/13/2016	Brian Taylor	Safety Boot Purchase	156.59
10/19/2016	Michael Moler	Lodging for CALMS Conference	353.40
10/19/2016	Michael Moler	Mileage Reimbursement - Offsite Training	515.70
11/2/2016	Michael Moler	Lodging for CA/NV Fall Conference	377.92
11/2/2016	Michael Moler	Mileage Reimbursement - Offsite Training	222.48
11/9/2016	Michael Gibson	Lodging & Meals for Steelhead Conference	281.40
11/16/2016	Scott Lewis	Airfare to CMWD 11/14-11/19	451.20
11/16/2016	Scott Lewis	Fish Conference - 9/8	135.00
11/23/2016	Vincent Godinez	Safety Boot Purchase	170.00
11/23/2016	Vincent Godinez	Distribution Grade 3 Exam Fee	100.00
11/23/2016	Lindsay Cao	PE License Renewal	115.00
12/1/2016	Scott MacDonald	Distribution Grade 4 Certification	105.00
12/1/2016	Robert Vasquez	Water Treatment Plant Operator Course	112.55
12/1/2016	Robert Vasquez	Distribution Grade 3 Exam Fee	100.00
12/1/2016	Robert Vasquez	Distribution Grade 3 Certification	120.00
12/9/2016	Neil Cole	Microwave for Lunch Room	106.42
12/9/2016	Ronald Merckling	Lodging for ACWA Conference	658.13
12/9/2016	Steve Wickstrum	CE License Renewal	115.00
12/9/2016	Steve Wickstrum	Mileage Reimbursement - Offsite Meetings	124.20
12/21/2016	Vincent Godinez	Welding Course Fee	121.00
12/21/2016	Gerardo Herrera	Pumps/Motors Course Fee	138.00
12/21/2016	Caron Smith	Water Dist. Sys. O&M Course Fee	116.68
12/21/2016	David Pope	Safety Boot Purchase	166.61
12/21/2016	Robert Vasquez	Pumps/Motors Course Fee	138.00
1/4/2017	Eric Grabowski	Advance Water Treatment Course Fee	229.80
1/4/2017	Eric Grabowski	Pesticide Reg. License Certificate	120.00
1/4/2017	Gerardo Herrera	General Ed Course Fee	210.15
1/4/2017	Henry Islas	Water Dist. Sys. O&M Course Fee	171.68
1/4/2017	Scott Lewis	Car Rental	424.38
1/4/2017	Scott Lewis	Lodging	498.85
1/4/2017	Scott Lewis	OSU Fall Tuition	1,842.31
1/4/2017	Michael Moler	Reimburse Mileage	102.60
1/4/2017	Robert Vasquez	D4 Certificate	105.00

**Casitas Municipal Water District  
 Reimbursement Disclosure Report (1)  
 Fiscal Year 2016/17  
 July 1, 2016-June 30, 2017**

1/18/2017	Luke Soholt	Treatment 4 Certificate Exam Fee	130.00
1/18/2017	James Word	Mileage Reimbursement	101.52
1/25/2017	Greg Romey	Lunch for District CPR Training	142.37
1/25/2017	Gonzalo Carbajak-Ramirez	Safety Boot Purchase	170.00
1/25/2017	Brian Taylor	Welding Supplies for Robles Canal	106.37
2/1/2017	Eric Grabowski	Safety Boot Purchase	170.00
2/15/2017	Joe Evans	Office Equipment	373.62
2/15/2017	Scott Lewis	OR Chapter American Fisheries Society Membership	150.00
2/15/2017	Scott Lewis	Airfare to CMWD 1/21-1/25	429.86
2/15/2017	Scott Lewis	Car Rental	448.97
3/2/2017	Carol Belser	Quagga/Zebra Mussel Water Agency Summit	394.00
3/2/2017	Carol Belser	Quagga/Zebra Mussel Water Agency Summit Hotel	388.38
3/2/2017	Curtis Orozco	Safety Boot Purchase	118.51
3/2/2017	Steven Sharp	Safety Boot Purchase	170.00
3/2/2017	Luke Soholt	Safety Boot Purchase	170.00
3/8/2017	Scott Lewis	Airfare to CMWD 2/19-2/23	468.36
3/8/2017	Scott Lewis	Lodging	344.92
3/8/2017	Scott Lewis	Car Rental	519.93
3/8/2017	Michael Moler	Reimburse Mileage	213.47
3/15/2017	Carol Belser	Park Ranger Conference Registration	250.00
3/15/2017	Carol Belser	Reimburse Mileage	220.42
3/15/2017	Carol Belser	Lodging	251.22
3/15/2017	Stephen Taylor	Workers Comp. Reimbursement	943.02
3/23/2017	Gerardo Herrera	Lodging for D4-D5 Course	125.95
3/29/2017	Angela Chapman-Kofron	Reimburse Mileage	470.80
3/29/2017	Vincent Godinez	Safety Boot Purchase	134.06

Note:

1) Reimbursement Disclosure Report prepared pursuant to California Government Code 53065.5

# MEMORANDUM

**TO:** Members of the Board of Directors of the Casitas Municipal Water District

**FROM:** General Manager Steve Wickstrum and Special Counsel Jeffrey M. Oderman,  
Rutan & Tucker LLP

**DATE:** April 7, 2017

**FILE NO.:** 029518-0001

**RE:** Settlement of Eminent Domain Lawsuit to Acquire Golden State Water  
Company's Ojai Water Utility

---

1. **INTRODUCTION:**

We are pleased to present to the Board a proposed settlement of the Golden State eminent domain lawsuit on what we believe to be excellent terms for both the Casitas Municipal Water District ("Casitas") and the Ojai community.

2. **RECOMMENDATIONS:**

1. Approve the Settlement Agreement that is being submitted to the Board with this Memorandum and authorize the President of the Board to execute the Agreement on Casitas' behalf.

2. Authorize the General Manager and Rutan & Tucker, LLP, Casitas' special legal counsel, to take all necessary and appropriate actions to consummate the transactions contemplated by the Settlement Agreement.

3. **HISTORICAL BACKGROUND:** .

A brief historical summary of Casitas' efforts to acquire Golden State Water Company's ("Golden State's") Ojai water system is set forth below.

In April 2011, a local citizens group, the Ojai Friends of Locally Owned Water ("Ojai FLOW"), approached Casitas with a request that Casitas take action to acquire/take-over Golden State's Ojai water utility. In its April 13, 2011, letter to the Casitas Board, Ojai FLOW stated that Golden State's Ojai customers had endured rate increases of over 75% since 2008 on top of rates already well above those in surrounding communities. Ojai FLOW's financial feasibility analysis concluded it was feasible to reduce the cost of water to Golden State's Ojai customers by having Casitas acquire the system. A few months later, Ojai FLOW presented petitions to Casitas signed by approximately 1,900 of Golden State's Ojai customers in support of the acquisition.

On March 13, 2013, the Board held a public hearing and approved formation of a community facilities district ("CFD") to finance the acquisition, subject to approval of the voters located within Golden State's Ojai service area. Subsequently, Golden State filed a lawsuit in



Ventura County Superior Court seeking to invalidate the CFD and enjoin Casitas from conducting the election.

The Ventura County Superior Court declined to take action on Golden State's lawsuit until after the CFD election was held.

At the August 27, 2013, special election, an overwhelming **87.42%** of the voters casting ballots voted in favor of the CFD.

Golden State's legal challenge to the CFD was rejected by the trial court and Second District Court of Appeal and, in late July 2015, the California Supreme Court denied Golden State's petition for review.

Casitas then turned to the next step in the acquisition process – preparation of an appraisal of the fair market value of Golden State's Ojai water utility. In September 2015, Casitas engaged Bruce W. Hull Associates, Inc., and Wayne Lusvardi to appraise the system. In February 2016, the appraisers delivered a full narrative appraisal report to Casitas in which they determined the fair market value of Golden State's Ojai water utility was \$23,700,000 plus the unpaid balance in Golden State's CPUC-approved WRAM account.<sup>1</sup> Based on this appraisal, Casitas made an offer of just compensation to Golden State in late February 2016. Golden State refused to negotiate, however, asserting its "Ojai water system is not for sale" and "there is nothing to be negotiated."

Accordingly, on April 13, 2016, the Board took the next step in the acquisition process. After conducting a public hearing, the Board adopted a resolution authorizing the filing of an eminent domain action. That action was filed on May 12, 2016.

In the eminent domain lawsuit, Golden State objected to Casitas' "right to take" its Ojai water utility. Both parties have filed motions for "summary adjudication" with respect to Golden State's right-to-take defenses, which are currently scheduled to be heard on April 17, 2017. In the absence of a settlement of the lawsuit, if Casitas did not prevail on any of its summary adjudication motions, the parties would then proceed to a Phase 1 "right-to-take trial" on June 12, 2017. Assuming that Casitas were to prevail on its motions for summary adjudication or at the right-to-take trial, the parties would then proceed to a Phase 2 valuation trial on December 11, 2017.

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<sup>1</sup> The WRAM account is, in effect, a deferred billing arrangement approved by the California Public Utilities Commission ("CPUC"). Depending upon how actual water consumption in its Ojai service area compares to projected consumption, Golden State can build up a balance in the account which then results in an additional surcharge that is imposed on customers' bills.

Notwithstanding its objections to Casitas' right to take its property/business, Golden State agreed to engage in non-binding mediation. On February 28, 2017, representatives of Casitas and Golden State participated in an all-day mediation session in the Los Angeles offices of ADR Services, Inc., utilizing the services of retired Los Angeles Superior Court Commissioner Bruce Mitchell as our mediator. Prior to his retirement from the court, Commissioner Mitchell served in the Department that hears eminent domain cases for over 15 years.

At the outset of the mediation, Golden State presented a written appraisal to Casitas relating to the value of its alleged water rights and Golden State asserted the total value of its water rights and the other tangible and intangible assets in its Ojai water system is \$120 million. Thus, for starters, the 2 sides were nearly \$100 million apart (\$23.7 million versus \$120 million). Despite this enormous difference of opinion and after considerable back-and-forth discussion, by the conclusion of the mediation the parties reached a tentative conceptual settlement of \$30 million, plus the WRAM account balance and a few other adjustments described below.

Since the mediation, the parties have worked diligently to document the settlement and the settlement is now ready to be considered for final approval by the Board.

4. **NEGOTIATED SETTLEMENT TERMS:**

A. **Base Purchase Price.** \$30 million. (Agreement, § 3.)

B. **Adjustments to Base Purchase Price.** There are 5 adjustments to the Base Purchase Price (collectively, the "Adjustments"). (Agreement, §§ 3-4.) In our judgment, each of the Adjustments is conceptually fair (and, in the absence of a settlement, would be taken into consideration by a jury in determining the amount of just compensation to which Golden State is lawfully entitled). At this time, and based upon an anticipated June 15, 2017, "Closing Date" (see ¶ 4.C below), Casitas and Golden State estimate that the total net amount of the Adjustments at the closing will be \$4,481,628 (explained below). The exact amount of each Adjustment will be accounted for and reconciled (with an additional payment by Casitas or reimbursement by Golden State) shortly after the Closing. The 5 Adjustments are:

(1) **WRAM Account.** Golden State has provided us with documents indicating that the estimated accrued and unpaid balance in its WRAM account as of the June 15, 2017, Closing Date will be \$2,335,000. (Agreement, §§ 3(a) and 4.) The unpaid WRAM balance will be paid to Golden State with CFD bond proceeds and Golden State's Ojai customers who collectively are subject to this accrued liability will not see these WRAM charges in their water bills.

(2) **Retroactive Rate Increase Approved by the CPUC.** The CPUC did not approve Golden State's latest rate increase (for years 2016-2018) until late December 2016.

For all of 2016 and continuing into 2017, Golden State has been billing its Ojai customers the lower rates that were in effect during 2015. The CPUC's December 2016 decision is retroactively effective to January 1, 2016, however, and it authorizes Golden State to surcharge the Ojai customer base over time to recover the deferred balance that has been building up for nearly the last year and a half. The current estimate is that this deferred rate increase amount will be \$1,600,000 at the Closing. (Agreement, §§ 3(b) and 4.) Once again, the unpaid CPUC-approved retroactive rate increase amount from January 1, 2016, through the June 15, 2017, Closing Date will be paid to Golden State with CFD bond proceeds and Golden State's Ojai customers who collectively are subject to this accrued liability will not see these WRAM charges in their water bills.

Casitas' pre-litigation appraisal, it should be noted, did not address this "retroactive" rate increase issue, as the timing and terms of the CPUC's December 2016 decision and the amount of any retroactive rate surcharge ultimately authorized by the CPUC could not have been anticipated when the appraisal was performed in late 2015-early 2016. There is no question that Golden State is entitled to be compensated for this particular Adjustment, however.

(3) Accounts Receivables. Golden State has agreed to perform a final read of all of the meters in its Ojai service area and deliver a "closing bill" to each of its Ojai customers on the Closing Date. Casitas will pay Golden State for its estimated accounts receivable balance as of the Closing Date and Golden State will assign its receivables to Casitas and remit any payments received by Golden State for up to 90 days after the Closing Date. At this time, Golden State estimates that its accounts receivable balance as of an assumed June 15, 2017, Closing Date will be \$913,000 (subject to reconciliation). While there are multiple alternatives for how Golden State's accounts receivables balance could be addressed in a settlement, handling the issue in this manner seemed to Casitas' negotiating team to be fair and reasonable, since Golden State will no longer be the service provider after the Closing Date and has no effective means of enforcing its (former) customers' payment obligations. Golden State's Ojai customers are responsible to pay their Golden State final closing water bills. Casitas can expect to recover Golden State's accounts receivables balance within the first couple of months after the Closing, such that this particular Adjustment of \$913,000 ultimately should not add to the net cost of the acquisition. (Agreement, §§ 3(c), 4, 5(c), and 5(d)(ii).)

(4) Emergency Repair Cost Adjustment Amount. If Golden State is required to incur out-of-pocket expenses to perform emergency repair work between the April 12<sup>th</sup> Agreement Date and the anticipated June 15<sup>th</sup> Closing Date, Casitas will be obligated to reimburse those costs from the bond proceeds. (Agreement, §§ 3(d) and 4.) It is not anticipated this Adjustment will apply and \$0 has been allocated to this Adjustment for purposes of the payment to be made by Casitas at the closing.

(5) Amounts Owing by Golden State Under Miscellaneous Developer Contracts. Over the years Golden State entered into contracts with a number of private developers/subdividers (referred to in the Settlement Agreement as the “Developer Advance Contracts”) that require Golden State to reimburse the developers/subdividers all or a portion of their costs of constructing/installing utility systems in Ojai that were then dedicated/conveyed to Golden State. As of the anticipated June 15<sup>th</sup> Closing Date, the total balance owing under these contracts will be \$366,372. The Settlement Agreement provides for Casitas to assume Golden State’s obligations under the developer contracts, in exchange for Casitas receiving a *reduction* in the net amount of the Adjustments in this same amount. Thus, this final “adjustment” is essentially a “wash” and does not increase (or decrease) Casitas’ overall acquisition cost (Agreement, §§ 3(e) and 4 and Exhibit 3.), although this is a debt to the developers that is likely to be paid with bond proceeds.

C. Closing Date. The “target” Closing Date is June 15, 2017. This date has been selected because Casitas’ CFD bond team anticipates it will take until June 1, 2017, to sell the CFD bonds needed to finance the purchase and we have provided a bit of a “cushion” to account for any unanticipated delays in the bond sale and receipt of net proceeds. (Agreement, § 6.)

D. Miscellaneous Pre-Closing Covenants: The Settlement Agreement contains several provisions intended to ensure a smooth transition from Golden State to Casitas, including:

(1) Golden State will continue to operate and manage its Ojai water system in accordance with CPUC regulations, Golden State’s past practice, and industry standards through the Closing Date. (Agreement, § 5(a).)

(2) Prior to the Closing Date, Golden State is obligated to perform emergency repairs and replacements, if necessary, after consultation with Casitas. (Agreement, § 5(b).)

(3) Golden State is obligated to continue with its normal billing and collection practices and procedures, prepare and deliver a final closing bill to each of its customers on the Closing Date, and provide all pertinent customer billing information to Casitas. (Agreement, §§ 5(c) and (d) and Exhibit 6.)

(4) Golden State will assign all of its governmental permits and licenses to Casitas at the Closing. (Agreement, §§ 5(f), 6(g), and 9(g), and Exhibit 2.)

(5) Golden State will maintain property and liability insurance policies through the Closing Date and assign any insurance proceeds to Casitas. (Agreement, §§ 5(f), 6(d).)

(6) All assets to be transferred are identified in schedules. (Exhibits 1 and 5.) All tangible assets must be conveyed with title in the same condition as currently exists and in the same physical condition as of the Agreement Date, reasonable wear and tear excepted. (Agreement, §§ 6(e), (f).) We have previously obtained copies of Golden State's plans and specifications for its facilities and other books and records during the litigation discovery process.

(7) With limited exceptions, Casitas is not assuming any of Golden State liabilities. From and after the Closing Date, Casitas will be assuming Golden State's obligations under applicable Governmental Permits and licenses, its obligations to make payments under the Developer Advance Contracts (for which, again, Golden State is accepting a reduction in the purchase price), and Golden State's obligations to furnish a certain amount of free water to the landowner under a 1994 agreement relating to Golden State's Gorham well site; otherwise, Casitas is *not* assuming any liabilities of Golden State that arose prior to the Closing Date. (See Agreement, §§ 3(e), 5(e), 6(g), and 9(h)-(k).)

E. Settlement to be All-Inclusive; Stipulated Judgment; Dismissal/Release of All Other Claims. The Settlement Agreement is intended to be a comprehensive final settlement of *all* claims of all parties. Golden State will dismiss its appeal from the trial court's order denying its anti-SLAPP motion to Casitas' second (Code Civ. Proc. § 526b) cause of action and Casitas will then dismiss that cause of action. The Ojai FLOW "intervenor" (Ojai FLOW and 5 individual Ojai residents active in Ojai FLOW) will dismiss their appeal from the trial court's order granting Golden State's anti-SLAPP motion against the intervenors' Complaint-in-Intervention and Golden State will waive its claim to the attorney fees previously awarded against the intervenors on that cause of action. Casitas' eminent domain cause of action will be resolved by a standard stipulated Judgment in Eminent Domain and, after the \$34,481,628 "Judgment Amount" is paid, by a Final Order of Condemnation. Otherwise, all parties will provide mutual releases and will be responsible for payment of their own costs and attorney fees. (Agreement, § 2.)

## 5. PROS AND CONS OF SETTLEMENT:

### A. Pros:

(1) The Settlement Amount is Reasonable and Eliminates Potential Litigation Risk. We believe that \$30 million is a reasonable compromise on the "Base Purchase Price" figure. While higher than Casitas' own appraisal (\$23.7 million), there is

always a certain level of risk of a “runaway jury verdict” above, potentially substantially above, \$30 million.

While Ojai is not Claremont, it is worth pointing out that Golden State recently defeated Claremont’s “right to take” Golden State’s water system in that community after a lengthy 2-month right-to-take trial. Claremont is out millions of dollars it has paid to its own attorneys and experts, and is subject to a potential obligation to pay Golden State several million dollars more in attorney’s fees and costs. (That case is currently on appeal.)

Once again, the “Adjustments” to the “Base” Purchase Price figure are all fair and reasonable and would be taken into consideration by a jury in determining the amount of just compensation to which Golden State is lawfully entitled if the case did not settle and instead went to trial. In addition, the two primary Adjustments (in the estimated sum of nearly \$4 million)—for the WRAM balance and retroactive CPUC-approved rate increase amount—eliminate liabilities that would otherwise have to be paid directly by Golden State’s Ojai ratepayers, and the other two Adjustments—for accounts receivables and the Developer Advance Contract amounts—should not result in an increase (or decrease) in Casitas’ net acquisition cost.

(2) The Settlement Amount is Affordable. Based upon projections made by the CFD bond team, it is currently estimated that, based on the maximum authorized CFD special tax approved by the voters and projected interest rates on the bonds to be sold, Casitas could sell a CFD bond that would generate approximately \$50 million in net proceeds. After deducting the out-of-pocket costs Casitas has incurred on behalf of the CFD since late 2012-early 2013 to get to this point and taking into consideration the anticipated post-Closing recovery of the accounts receivable balance Casitas will advance to Golden State at the Closing, this means that Casitas would still have a “cushion” of over \$15 million to pay for any needed improvements, repairs, and replacements to the Ojai water system. (See sub¶ (3) below.)

(3) The Settlement Enables Casitas to Achieve its Objective of “Reserving” Sufficient Funds to Correct the Deficiencies in Golden State’s Ojai Water System.

One of Casitas’ objectives in forming the CFD was to provide a funding source to replace a number of aging and deteriorated pipelines in Golden State’s Ojai service area and make certain other improvements and upgrades to the system (e.g., conversion of the hand-reading of meters to an automated meter-reading system). The estimated \$15 million of “excess” available funds referred to in Paragraph 5.A(2) would be available as needed for that purpose.

(4) Settlement Will Cut Off Casitas’ Substantial Ongoing Litigation Expenses. Litigation is expensive. The pending litigation has already cost Casitas hundreds of thousands of dollars and would become even more costly as Casitas heads toward a 25-day Phase 1 “right-to-take” trial (if Casitas does not prevail on all of our motions for summary adjudication—see ¶ 3 above) with numerous expert witnesses on both sides. Then, assuming

Casitas prevails at the right-to-take trial, we would soon have to gear up for an 8-10 day Phase 2 valuation trial, also with numerous expert witnesses. The losing side could also appeal, adding more legal costs. (There are already 2 appeals pending at this time—dealing with the trial court’s rulings on the anti-SLAPP motions filed against Casitas’ and the Ojai FLOW Intervenors’ respective CCP § 526b causes of action.) Settling now will save the CFD a minimum of several hundred thousand dollars in litigation expenses, funds that will be applied to the primary purpose of providing less expensive water service to the Ojai community.

(5) The Sooner the CFD Bonds Are Sold the Lower the Net Effective Interest Rate and the Higher the Amount of Net Proceeds Are Likely to Be. For several years interest rates have been at historically low levels. While it is impossible to predict the trend in long-term rates with any certainty, indications are that long-term rates will creep up over time. Settling the lawsuit and selling the CFD bonds now helps to mitigate against this risk and ensure that Casitas can generate a correspondingly higher amount of net proceeds.

In this regard, it should be pointed out that even if the December 2017 valuation trial proceeds on schedule and Casitas receives a favorable jury verdict, Golden State still has the ability to appeal the verdict and thereby delay the acquisition for up to an additional year or more (and even longer if, for some reason, the appellate court were to reverse a trial court judgment in Casitas’ favor and order a retrial). All else being equal, we believe that the cost of selling bonds on or about June 1, 2017, will be less than selling bonds in 2018 or beyond.

(6) Settlement Will Enable Casitas Management to Focus on Running the Casitas Water System Instead of the Litigation. Casitas has a “lean” management structure. Litigation is time-consuming—requiring management to deal with multiple discovery demands, assist counsel in preparing for trial, be subjected to depositions, attend trial (potentially for several weeks), etc. Settlement will “free up” significant management time that would otherwise have to be directed to the litigation.

(7) The Ojai Community Benefits in Numerous Ways by Having the Settlement Approved Now. The Ojai community stands to benefit in numerous ways if this lawsuit is settled now on the terms that have been negotiated:

(a) The Rate Differential Between Golden State and Casitas Burdens the Ojai Community Every Day that Golden State Continues as Ojai’s Service Provider.

After the CPUC’s December 2016 decision authorizing a substantial additional rate increase for Golden State’s Ojai customers, and even assuming Casitas’ much more modest recently proposed rate increase is ultimately approved and goes into effect, the differential between Golden State’s water rates and Casitas’ water rates would be over *\$4 million per year, more than \$10,000 per day*. The sooner the transition from Golden State to Casitas occurs, the sooner the community saves this cost.

(b) The Net Cost of Water To the Ojai Community Will Be Substantially Reduced, Even With the Maximum CFD Special Tax. The maximum CFD special tax for FY 2016-2017 is approximately \$2,858,370 (increasing at 2%/year). Thus, even if Casitas continues to impose the maximum authorized CFD special tax, the Ojai community will receive a net reduction in its “cost of water” of well over \$1 million per year. Given historical trends, this savings is likely to increase over time. And when the CFD special tax no longer needs to be imposed in approximately 30 years, that cost goes away forever and the “net” cost of water to the community declines dramatically.

(c) The Settlement Provides Sufficient Funds for Needed Improvements to the Ojai Water System To be Made at No Additional Cost to Golden State’s (Former) Customers. Golden State’s most recently adopted Water Master Plan identifies in excess of \$10 million of repairs, replacements, and improvements it needs to make to maintain the infrastructure in its Ojai service area in the next several years. If Golden State were to retain its Ojai water system it undoubtedly would seek and obtain CPUC approval for substantial *additional* rate increases to pay the cost of performing the work. The current \$4-plus million dollar per year differential in water costs between Golden State and Casitas would only grow larger. By contrast, Casitas can utilize the approximately \$15 million in “excess” CFD bonding capacity (see ¶ 5.A(3) above) to pay for the work without imposing any additional cost burdens on the Ojai community.

(d) Settlement Will Result in the “Write-Off” of the Ojai Community’s Obligation to Pay Golden State’s Accrued and Unpaid WRAM Account Balance and Retroactive Rate Adjustment Amounts. As noted above, the Ojai community currently “owes” Golden State approximately \$4 million in accrued charges—the sum of the accrued and unpaid WRAM account balance and the retroactive rate amount that has been accruing since January 1, 2016. (See ¶ 4.B(1) and (2) above.) The proposed settlement would result in that debt burden on the Ojai community being paid off by the CFD bond proceeds. Golden State is already surcharging Ojai customers for the large accrued and unpaid WRAM account balance. If the eminent domain case does not settle now, Golden State will also soon start imposing the CPUC-approved retroactive rate surcharges. At that point, even if Casitas eventually takes over the system, much or all of those accrued balances will have been paid by Golden State’s Ojai customers (not Casitas) before the transition in ownership occurs.

B. Cons:

(1) Could We Do Better? This is a question that has no definitive answer. (See ¶ 5.A(1) above.) Given all of the other benefits of settling now, however, our judgment is that holding out for a potentially better result at a later date would not be a responsible decision.



Members of the Board of Directors of the  
Casitas Municipal Water District  
April 7, 2017  
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cc: General Counsel John Mathews

**CASITAS MUNICIPAL WATER DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CASITAS MUNICIPAL WATER DISTRICT AUTHORIZING THE PRESIDENT OF THE BOARD OF DIRECTORS, GENERAL MANAGER, AND SPECIAL LEGAL COUNSEL TO EXECUTE ON BEHALF OF THE DISTRICT DOCUMENTS NECESSARY TO FACILITATE THE PURCHASE OF THE GOLDEN STATE WATER COMPANY'S OJAI WATER SYSTEM**

**WHEREAS**, the Casitas Municipal Water District, a public entity formed as a municipal water district in the State of California (the "District"), has determined that it is in the best interests of the public to purchase and acquire a certain water system and related facilities located generally within the City of Ojai and unincorporated areas directly adjacent to the City of Ojai, Ventura County, California, from Golden State Water Company; and

**WHEREAS**, there has been presented to the District's Board of Directors at this meeting certain agreements to facilitate this purchase of the system from Golden State Water Company; and

**WHEREAS**, the District's Board of Directors deems it appropriate and in furtherance of the purposes of the District to have these related documents finalized; and the Board of Directors wishes at this time to authorize the execution of all related documents;

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

1. Approve the Settlement Agreement that is being submitted to the Board with this Memorandum and authorize the President of the Board to execute the Agreement on Casitas' behalf.
2. Authorize the General Manager and Rutan & Tucker, LLP, Casitas' special legal counsel, to take all necessary and appropriate actions to consummate the transactions contemplated by the Settlement Agreement.

**ADOPTED** this 12<sup>th</sup> day of April, 2017.

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Russ Baggerly, President  
Casitas Municipal Water District  
Board of Directors

**ATTEST:**

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Bill Hicks, Secretary  
Casitas Municipal Water District  
Board of Directors

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (“**Agreement**”) is dated for reference purposes only as of the 12th day of April, 2017 (the “**Agreement Date**”), and is made and entered into by and among Defendant GOLDEN STATE WATER COMPANY, a California corporation (“**GOLDEN STATE**”), and Plaintiffs CASITAS MUNICIPAL WATER DISTRICT, CASITAS MUNICIPAL WATER DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2013-1 (OJAI), (collectively, “**CASITAS**”), and Plaintiffs-in-Intervention RICHARD H. HAJAS, DALE HANSON, PATRICK J. McPHERSON, ROBERT R. DADDI, STANLEY GREENE and OJAI FRIENDS OF LOCALLY OWNED WATER (collectively “**INTERVENORS**”). GOLDEN STATE, CASITAS, and INTERVENORS are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. GOLDEN STATE is a public water corporation as defined by California Public Utilities Code Sections 216 and 241 and provides water utility service to over 2,800 customer connections in its Ojai service area, subject to regulation by the California Public Utilities Commission (“**CPUC**”).

B. CASITAS is a public entity formed as a municipal water district and is located in Ventura County, California. GOLDEN STATE’S Ojai service area is located within CASITAS’s authorized boundaries.

C. INTERVENORS are individuals, and a certified class, who reside within the geographical boundaries of Casitas Community Facilities District No. 2013-1 (OJAI).

D. On May 12, 2016, CASITAS filed a complaint in Ventura County Superior Court entitled “PLAINTIFFS’ COMPLAINT: 1) IN EMINENT DOMAIN; AND 2) FOR LITIGATION EXPENSES AND DAMAGES PURSUANT TO C.C.P. § 526b,” seeking, in part, to condemn GOLDEN STATE’s Ojai Water System. On August 3, 2016, INTERVENORS filed a Complaint-in-Intervention seeking litigation expenses, costs, damages in excess of \$6,324,885, and punitive damages pursuant to Code of Civil Procedure § 526b against GOLDEN STATE. (CASITAS’s Complaint and INTERVENORS’ Complaint-in-Intervention were assigned Ventura County Superior Court Case No. 56-2016-00481628-CU-EI-VTA, hereinafter the “**Litigation**”).

E. The Parties have determined that it is in their respective best interests to settle the Litigation on the terms and conditions set forth in this Agreement, the Stipulation for Entry of Judgment, the [Proposed] Judgment in Eminent Domain, and the Final Order of Condemnation.

### **COVENANTS**

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which is

acknowledged by the Parties, GOLDEN STATE, CASITAS and INTERVENORS hereby agree as follows:

**1. Definitions.**

In addition to any terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed below:

“Accounts Receivable Balance Adjustment Amount” shall have the meaning ascribed in Sections 3(c) and 4 of this Agreement.

“Adjustments” means the sum of (1) the Unpaid WRAM Account Balance, the Unpaid Retroactive Rate Increase Amount, the Accounts Receivable Balance Adjustment Amount, and the Emergency Repair Cost Adjustment Amount, less (2) the Developer Advance Contract Balance Amount. The amount of the Adjustments shall be calculated, determined, and paid in accordance with Sections 3 and 4 of this Agreement.

“Agreement Date” means April 12, 2017.

“Base Payment” shall have the meaning ascribed in Section 3 of this Agreement.

“Business Day” means every day excluding Saturday, Sunday, and all official holidays on which the Ventura County Superior Court is closed.

“Closing Date” means the day on which the Final Order of Condemnation has been entered by the Court as set forth in Section 6 of this Agreement.

“CPUC” means the California Public Utilities Commission.

“Developer Advance Contract Balance Amount” shall have the meaning ascribed in Sections 3(e) and 4 of this Agreement.

“Developer Advance Contracts” shall have the meaning ascribed to that term in Section 3(e) of this Agreement. The Developer Advance Contracts are listed in Exhibit 3 to this Agreement.

“Emergency Repair Cost Adjustment Amount” shall have the meaning ascribed in Sections 3(d) and 4 of this Agreement.

“Final Order of Condemnation” means the [Proposed] Final Order of Condemnation attached as Exhibit 5 to this Agreement.

“GOLDEN STATE” means Golden State Water Company and any successor or assignee of Golden State Water Company.

“Gorham Well Agreement” shall have the meaning ascribed in Section 9(h) of this Agreement.

“Governmental Permits” shall have the meaning ascribed to that term in Section 5(e) of this Agreement. The Governmental Permits are listed in Exhibit 2 to this Agreement.

“INTERVENORS” means Plaintiffs-in-Intervention RICHARD H. HAJAS, DALE HANSON, PATRICK J. McPHERSON, ROBERT R. DADDI, STANLEY GREENE and OJAI FRIENDS OF LOCALLY OWNED WATER.

“Judgment Amount” means the sum of Thirty-Four Million Four Hundred Eighty-One Thousand Six Hundred Twenty-Eight Dollars (\$34,481,628), which is the estimated Just Compensation Award that CASITAS shall be required to pay to GOLDEN STATE pursuant to the Judgment in Eminent Domain, subject to the post-Closing reconciliation process and determination of the final amount of the Adjustments in accordance with Section 4 of this Agreement.

“Judgment in Eminent Domain” means the final judgment to be entered into in the Litigation. The form of the [Proposed] Judgment in Eminent Domain is included within the Stipulation for Entry of [Proposed] Judgment in Eminent Domain attached as Exhibit 1 to this Agreement.

“Just Compensation Award” means the final award that CASITAS shall be required to pay to GOLDEN STATE after completion of the post-Closing reconciliation process and determination of the final amount of the Adjustments in accordance with Section 4 of this Agreement.

“Litigation” shall have the meaning ascribed in Recital D of this Agreement.

“Ojai Water System” means the real, tangible and intangible property and property interests owned by GOLDEN STATE that GOLDEN STATE utilizes to provide water service in its Ojai service area. It includes, but is not limited to, real parcels owned in fee, easement interests, water sources, wells, pumps, storage tanks and facilities, treatment and blending facilities, transmission, distribution, and service pipelines and mains, hydrants, valves, water rights, SCADA computer software systems, transferrable licenses and transferrable permits, and Transferrable Records.

“Operating Assets” means the assets owned, operated, and utilized by GOLDEN STATE to provide water service to GOLDEN STATE’s Ojai service area, as itemized in Exhibits A-C to the Judgment in Eminent Domain.

“Person” means any individual, partnership, corporation, association, joint stock company, trust, joint venture, unincorporated organization, and governmental entity (and any department, agency, or political subdivision thereof).

“Stipulation and Consent to Execution and Recordation of Final Order of Condemnation” means the Stipulation and Consent to Execution and Recordation of Final Order of Condemnation attached as Exhibit 4 to this Agreement.

“Stipulation for Entry of Judgment in Eminent Domain” means the Stipulation for Entry of [Proposed] Judgment in Eminent Domain attached as Exhibit 1 to this Agreement.

“Transferrable Records” means all of GOLDEN STATE’s records (in whatever format) relating to the Ojai Water System in their current condition, including without limitation all customer records as such records exist in the Customer Care and Billing (CC&B) production system of GOLDEN STATE and information, reports, maps, plans and specifications for all of the Operating Assets, other engineering records and drawings, equipment maintenance records, and records relating to compliance with applicable governmental requirements and regulations.

“Unpaid Retroactive Rate Increase Amount” shall have the meaning ascribed in Sections 3(b) and 4 of this Agreement.

“Unpaid WRAM Account Balance” shall have the meaning ascribed in Sections 3(a) and 4 of this Agreement.

**2. Settlement; General.** Upon the terms, mutual covenants, and conditions set forth in this Agreement, the Parties hereby agree to resolve their respective claims and the Litigation as follows:

(a) Release and Dismissal of Claims As Between GOLDEN STATE and INTERVENORS. INTERVENORS and GOLDEN STATE hereby mutually release one another from all claims related to GOLDEN STATE’s ownership or operation of the Ojai Water System, including claims related to or arising out of INTERVENORS’ Complaint-In-Intervention filed in the Litigation; provided, however, that nothing in this Agreement shall constitute a release of INTERVENORS from the obligation to pay amounts owing for water services provided by GOLDEN STATE prior to the Closing Date, and regardless of whether such services are billed and collected by GOLDEN STATE or assigned by GOLDEN STATE to CASITAS and billed and/or collected by CASITAS, in either case either prior to or after the Closing Date. Within five (5) business days after the Agreement Date, INTERVENORS shall file a voluntary dismissal with prejudice of their appeal in Second District Court of Appeal Case No. B278716 and deliver a file-stamped copy of said notice of dismissal to GOLDEN STATE and CASITAS. INTERVENORS and GOLDEN STATE agree to a mutual waiver of damages, costs, and attorney fees arising from the Litigation, including the attorney fees awarded in the trial court’s January 24, 2017, Order.

(b) Release and Dismissal of Claims as Between GOLDEN STATE and CASITAS with respect to CASITAS’s Second Cause of Action. GOLDEN STATE and CASITAS hereby mutually release one another from all claims related to CASITAS’s second cause of action in the Litigation (i.e., For Litigation Expenses and Damages Pursuant to CCP §526b). Within five (5) business days after the Agreement Date, GOLDEN STATE shall file a voluntary dismissal with prejudice of its appeal in Second District Court of Appeal Case No. B277784 and deliver a file-stamped copy of said notice of dismissal to CASITAS. Within five (5) business days after GOLDEN STATE delivers the file-stamped copy of said notice of dismissal to CASITAS, CASITAS shall file a voluntary dismissal with prejudice of its second cause of action in the Litigation. GOLDEN STATE and CASITAS agree to a mutual waiver of damages, costs, and attorney fees with respect to said second cause of action.

(c) Resolution of CASITAS’s First Cause of Action. CASITAS’s first cause of action in the Litigation (i.e., for Eminent Domain) shall be resolved by entry of judgment condemning the Operating Assets. Concurrently with the execution of this Agreement, GOLDEN STATE and CASITAS shall execute the Stipulation for Entry of Judgment in Eminent Domain attached hereto as Exhibit 1. Concurrently with its dismissal of its second cause of action in the Litigation pursuant to Section 2(b) of this Agreement, CASITAS shall file the Stipulation for Entry of Judgment in Eminent Domain with the Superior Court in the Litigation. GOLDEN STATE and CASITAS shall then cooperate and exercise reasonable diligence in an effort to cause the Superior

Court to enter the Judgment in Eminent Domain as soon as possible thereafter, and to carry out all other provisions of this Agreement.

**3. Just Compensation Award; Adjustments to Award.** In consideration of GOLDEN STATE's agreement to the Stipulation for Entry of Judgment in Eminent Domain and the other covenants, terms, and conditions set forth herein, CASITAS shall pay to GOLDEN STATE the sum of the following (collectively, the "**Just Compensation Award**"): (1) Thirty Million Dollars (\$30,000,000) (the "**Base Payment**"); plus (2) the sum of the Unpaid WRAM Account Balance, the Unpaid Retroactive Rate Increase Amount, the Accounts Receivable Balance Adjustment Amount, and the Emergency Repair Cost Adjustment Amount, inclusive, less the Developer Advance Contract Balance Amount (collectively, the "**Adjustments**") (collectively, the "**Just Compensation Award**"). As summarized in Sections 3(a)-(e) below, prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that at the Closing the amount of the Unpaid WRAM Account Balance will be Two Million Three Hundred Thirty-Five Thousand Dollars (\$2,335,000), the Unpaid Retroactive Rate Increase Amount will be One Million Six Hundred Thousand Dollars (\$1,600,000), the Accounts Receivable Balance Adjustment Amount will be Nine Hundred Thirteen Thousand Dollars (\$913,000), the Emergency Repair Cost Adjustment Amount will be Zero Dollars (\$0), and the Developer Advance Contract Balance Amount will be Three Hundred Sixty-Six Thousand Three Hundred Seventy-Two Dollars (\$366,372), such that the estimated total net amount of the Adjustments at the Closing will be Four Million Four Hundred Eighty-One Thousand Six Hundred Twenty-Eight Dollars (\$4,481,628). Accordingly, subject to the post-Closing reconciliation process provided for in Section 4 of this Agreement, the Judgment in Eminent Domain provides for CASITAS to pay to GOLDEN STATE the sum of Thirty-Four Million Four Hundred Eighty-One Thousand Six Hundred Twenty-Eight Dollars (\$34,481,628) (the \$30,000,000 Base Payment plus the estimated total net amount of the Adjustments as of the Agreement Date) (herein, the "**Judgment Amount**"), subject to the post-Closing reconciliation process provided for in Section 4 of this Agreement. As provided in the Judgment in Eminent Domain, upon CASITAS's payment to GOLDEN STATE of the Judgment Amount, the property described in Exhibits "A"- "C" thereto shall be condemned to CASITAS MUNICIPAL WATER DISTRICT.

(a) WRAM/MCBA Adjustment. In addition to the Base Payment, the Just Compensation Award shall be increased by a sum equal to the following (herein, the "**Unpaid WRAM Account Balance**"): the accrued and unpaid balance in GOLDEN STATE's CPUC-approved Water Revenue Adjustment Mechanism/Modified Cost Balancing Account as of the Closing Date.

Prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that the Unpaid WRAM Account Balance as of the Closing Date will be approximately Two Million Three Hundred Thirty-Five Thousand Dollars (\$2,335,000); provided, that CASITAS has not verified that amount. The final calculation of the Unpaid WRAM Account Balance and any required adjustment to the Judgment Amount attributable to the Unpaid WRAM Account Balance shall be made post-Closing, in accordance with Section 4 of this Agreement.

(b) 2016 and 2017 CPUC-Approved Retroactive Rate Adjustment. On December 21, 2016, the CPUC issued its Decision No. 16-12-067 approving (among other things) a rate

increase in GOLDEN STATE's Ojai service area retroactive to January 1, 2016. Accordingly, in addition to the Base Payment, the Just Compensation Award shall be increased by the amount of the retroactive rate increase authorized by CPUC Decision No. 16-12-067 that has not been collected by GOLDEN STATE from the customers and ratepayers in its Ojai service area as of the Closing Date (and after taking into consideration any interim rates charged by GOLDEN STATE and imposition of surcharges prior to the Closing Date) (herein, the “**Unpaid Retroactive Rate Increase Amount**”).

Prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that the Retroactive Rate Increase Amount as of the Closing Date will be approximately One Million Six Hundred Thousand Dollars (\$1,600,000); provided, that CASITAS has not verified that amount. The final calculation of the Retroactive Rate Increase Amount and any required adjustment to the Judgment Amount attributable to the Retroactive Rate Increase Amount shall be made post-Closing, in accordance with Section 4 of this Agreement.

(c) Accounts Receivable Balance Adjustment Amount. In addition to the Base Payment, the Just Compensation Award shall be increased by a sum equal to the Accounts Receivable Balance Adjustment Amount. As used herein, the term “**Accounts Receivable Balance Adjustment Amount**” shall mean the sum of all amounts owing for tariffed water services furnished by GOLDEN STATE to its customers through its Ojai Water System at any time prior to the Closing Date that have been billed by GOLDEN STATE to its customers on or before the Closing Date in accordance with Section 5(c) of this Agreement, which amounts have not been paid by the customers and received by GOLDEN STATE on or before the Closing Date. Between the Agreement Date and the Closing Date GOLDEN STATE shall continue to bill its customers on a timely basis, collect and account for customer payments, and enforce its customers' obligations to pay their bills timely, consistent with Section 5(c) of this Agreement.

Prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that the Accounts Receivable Balance Adjustment Amount as of the Closing Date will be Nine Hundred Thirteen Thousand Dollars (\$913,000); provided, that Casitas has not verified that amount. It is understood and agreed that if and to the extent that the Unpaid WRAM Account Balance and Unpaid Retroactive Rate Increase Amount are included in GOLDEN STATE's accounts receivables as of the Closing Date, the Accounts Receivable Balance Adjustment Amount shall be reduced accordingly, so that GOLDEN STATE receives full credit but not duplicative credit for each such category of the Adjustments. The final calculation of the Accounts Receivable Balance Adjustment Amount and any required adjustment to the Judgment Amount attributable to the Accounts Receivable Balance Adjustment Amount shall be made post-Closing, in accordance with Section 4 of this Agreement.

(d) Emergency Repair Cost Adjustment Amount. In addition to the Base Payment, the Just Compensation Award shall be increased by a sum equal to the cost, if any, that is incurred by GOLDEN STATE between the Agreement Date and the Closing Date to perform emergency repairs on GOLDEN STATE's Ojai Water System, as accounted for by GOLDEN STATE pursuant to Section 5(b) of this Agreement (the “**Emergency Repair Cost Adjustment Amount**”).



Prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that the Emergency Repair Cost Adjustment Amount as of the Closing Date will be Zero Dollars (\$0). The final calculation of the Emergency Repair Cost Adjustment Amount and any required adjustment to the Judgment Amount shall be made post-Closing, in accordance with Section 4 of this Agreement.

(e) Refundable Advances. Prior to the Agreement Date, GOLDEN STATE has entered into sixteen (16) contracts with developers in its Ojai service area to construct and install various water system improvements for which GOLDEN STATE has an obligation to reimburse all or a portion of the developers' costs (collectively, the "**Developer Advance Contracts**"). A schedule of the Developer Advance Contracts is attached as Exhibit 3 to this Agreement. GOLDEN STATE represents and warrants that it has delivered true and correct copies of the Developer Advance Contracts to CASITAS prior to the Agreement Date, that all of the construction and installation work contemplated by each Developer Advance Contract was completed prior to the Agreement Date, that all of the Developer Advance Contracts are in full force and effect, none of the Developer Advance Contracts has been modified or amended except as may be set forth therein, and the remaining amounts that will be owed and the schedule for additional payments owing under each of said contracts as of the projected June 15, 2017, Closing Date is as set forth in Exhibit 3 to this Agreement. Effective as of the Closing Date, GOLDEN STATE assigns to CASITAS all of GOLDEN STATE's obligations under the Developer Advance Contracts and CASITAS assumes from GOLDEN STATE all of such obligations. CASITAS shall indemnify, defend, and hold harmless GOLDEN STATE with respect to any claims, liabilities, or losses arising out of any failure, or alleged failure, to fulfill the obligations under the Developer Advance Contracts for any period after the Closing Date.

In consideration for CASITAS's assumption of GOLDEN STATE's obligations under the Developer Advance Contracts, and in reliance on the information about the Developer Advance Contracts provided by GOLDEN STATE, the Just Compensation Award shall be reduced by an amount equal to the sum of the payments owing by GOLDEN STATE under the Developer Advance Contracts as of the Closing Date (the "**Developer Advance Contract Balance Amount**"). Prior to the Agreement Date, GOLDEN STATE and CASITAS have estimated that the Developer Advance Contract Balance Amount as of the Closing Date will be the sum of Three Hundred Sixty-Six Thousand Three Hundred Seventy-Two Dollars (\$366,372). The final calculation of the Developer Advance Contract Balance Amount and any required adjustment to the Judgment Amount attributable to the Developer Advance Contract Balance Amount shall be made post-Closing, in accordance with Section 4 of this Agreement.

**4. Post-Closing Reconciliation and Determination of Just Compensation Award; Adjustment to Judgment Award; Assignment of Accounts Receivable Balance Adjustment Amount.** Not later than ten (10) days after the Closing Date GOLDEN STATE shall deliver to CASITAS a final reconciliation and accounting of its WRAM Account Balance, Unpaid Retroactive Rate Increase Amount, Accounts Receivable Balance Adjustment Amount (broken down by customer), Emergency Repair Cost Adjustment Amount (if any), and Developer Advance Contract Balance Amount as of the Closing Date, together with documentation sufficient to enable CASITAS to verify GOLDEN STATE's determination of each of said

amounts. With regard to the Accounts Receivable Balance Adjustment Amount in particular, said documentation shall include the final meter reads and billings delivered by GOLDEN STATE to its Ojai customers on the Closing Date in accordance with the second paragraph of Section 5(c) and Section 5(d)(ii) of this Agreement. If CASITAS questions or disputes any of the final Adjustments as provided by GOLDEN STATE, CASITAS shall so advise GOLDEN STATE in writing no later than fifteen (15) days after GOLDEN STATE delivers the final reconciliation and accounting to CASITAS. GOLDEN STATE and CASITAS agree to meet and confer in good faith in an effort to resolve any questions or disputes concerning the amount of final Adjustments; provided that, if GOLDEN STATE and CASITAS are unable to resolve a dispute either GOLDEN STATE or CASITAS may elect to have the dispute concerning the amount of the final Adjustments and modification of the Judgment Amount resolved by binding arbitration in accordance with Section 11(n) of this Agreement. If the final reconciliation and accounting of said Adjustments (either as agreed to by GOLDEN STATE and CASITAS or as determined by the arbitrator) differs from the Judgment Amount paid by CASITAS, payment of the difference (either an additional payment by CASITAS to GOLDEN STATE or a refund/reimbursement by GOLDEN STATE to CASITAS) shall be made within thirty (30) days after the amount of the required payment has been finally determined.

In addition to the foregoing, GOLDEN STATE hereby assigns to CASITAS the entire Accounts Receivable Balance Adjustment Amount and all of GOLDEN STATE's accounts receivable reflected in said amount as of the Closing Date. For a period of three (3) months after the Closing Date, GOLDEN STATE shall render to CASITAS on a monthly basis (or more frequently, at GOLDEN STATE's sole option) all cash received from customers in GOLDEN STATE's (former) Ojai service area. At the end of each such month (or more frequently, at GOLDEN STATE's sole option) GOLDEN STATE additionally shall provide to CASITAS a written reconciliation and accounting of the amounts GOLDEN STATE has received during the applicable period from each (former) customer on a customer-by-customer basis, together with documentation reasonably sufficient to enable CASITAS to verify the accuracy thereof. In this regard, GOLDEN STATE shall continue to accept automatic bill pay for those of its Ojai customers who currently pay their water bills in that manner for the period of time that it takes to debit customer accounts and receive payment for GOLDEN STATE's final billing (which period of time GOLDEN STATE estimates to be two (2) weeks after the Closing Date).

**5. Pre-Closing Covenants.** Prior to the Closing, GOLDEN STATE and CASITAS shall cooperate in good faith with the objective of effectuating a smooth transition of responsibilities for the provision of water service within GOLDEN STATE's Ojai service area and consummating the transactions contemplated by this Agreement. Not by way of limitation of the foregoing, the Parties shall perform the following obligations:

(a) **Operation and Management of Ojai Water System.** GOLDEN STATE shall continue to operate and manage the Ojai Water System and maintain the Operating Assets in a manner consistent with its operation and management immediately prior to the Agreement Date, but in any event in accordance with industry standards applicable to water systems and applicable CPUC decisions, rules, and regulations, including but not limited to: (1) preservation and maintenance of all assets and properties consistent with past practice; (2) preservation and maintenance of all rights, franchises, permits, and licenses; (3) maintenance of all supplies and inventories in quantities consistent with past practice; and (4) maintenance of all books and

records in accordance with past practice. Until the Closing, GOLDEN STATE shall comply with all regulatory reporting and recordkeeping requirements in accordance with past practice and industry standards.

(b) Repairs and Replacements of Ojai Water System. The Parties recognize and agree that GOLDEN STATE has the obligation to maintain its Operating Assets in good condition and operate its Ojai Water System for the benefit of its customers, ratepayers, and the general public from the Agreement Date until the Closing Date. GOLDEN STATE covenants to not initiate any capital improvements or replacements in or with respect to its Ojai service area between the Agreement Date and the Closing Date. If, however, a situation arises which requires GOLDEN STATE to make emergency repairs on its existing Ojai Water System, GOLDEN STATE reserves the right to make such repairs in order to enable it to provide continued service and protect the integrity and functionality of the Ojai Water System. In such event and if practicable, GOLDEN STATE shall provide telephonic notice to CASITAS (Steve Wickstrum, General Manager: (805) 649-2251 x112) prior to performing such repairs and, if practicable, GOLDEN STATE shall meet and confer with CASITAS prior to performing such repairs. If prior telephonic notice to and/or meeting and conferring with CASITAS prior to the performance of emergency repairs is not practicable, GOLDEN STATE shall provide such notice to CASITAS as soon as practicable thereafter. GOLDEN STATE shall act reasonably in an effort to minimize the cost of performing any required emergency repairs. Promptly after completing such emergency repairs GOLDEN STATE shall provide an accounting to CASITAS itemizing GOLDEN STATE's actual and reasonable out-of-pocket costs, if any, for performing the work (excluding normal in-house payroll costs and administrative and overhead time, which shall be GOLDEN STATE's responsibility).

(c) Billings and Collections. GOLDEN STATE shall continue to bill its customers and ratepayers on a timely basis, in the full amounts owing under applicable CPUC decisions, orders, rules, and regulations, and in accordance with past practice. Not by way of limitation of the foregoing, such billings shall include and apply to all of the surcharges GOLDEN STATE is authorized to impose with respect to its WRAM balancing account and the retroactive rate increase items referred to in Sections 3(a) and (b) of this Agreement. If any customers/ratepayers fail to timely pay the rates and charges that are owing, GOLDEN STATE shall take action to enforce the customers'/ratepayers' payment obligations, up to and including the termination of water service, all in accordance with GOLDEN STATE's past practice and in order to help ensure that the size of the Accounts Receivable Balance at the Closing Date is minimized. In addition, at CASITAS's request and at no cost to GOLDEN STATE, GOLDEN STATE agrees to cooperate with CASITAS prior to the Closing Date in delivering notices to GOLDEN STATE's customers and ratepayers of the impending transfer of the Ojai Water System to CASITAS, the change of contact person(s)/information for customer inquiries, and the change in billing/payment address(es)/information. In addition to its payment of the Just Compensation Award, CASITAS shall pay any marginal additional costs incurred by GOLDEN STATE to deliver such notices, which shall be included in the post-closing reconciliation and final adjustment to the Judgment Amount referred to in Section 4.

On the Closing Date, GOLDEN STATE shall read all of the meters within its Ojai service area and deliver a final billing to each of its Ojai customers. Upon GOLDEN STATE's request, CASITAS shall cooperate in making additional CASITAS employees available to assist

with the meter reading, at no cost to GOLDEN STATE; provided, that CASITAS does not covenant that any particular number of its employees will be available to perform this task.

(d) Cooperative Transition. Between the Agreement Date and the Closing Date, GOLDEN STATE shall cooperate with CASITAS in identifying and transitioning customer account data and records and operational controls needed by CASITAS to effectuate a smooth transition of customer service and water system operations. It is agreed and understood that GOLDEN STATE is not transferring to CASITAS the licenses that are issued to GOLDEN STATE for the Oracle billing software (which licenses are neither assignable nor severable). GOLDEN STATE and CASITAS shall appoint and authorize respective staff to collaborate in the transfer of the following:

i. Transfer of Customer Account Information: The transfer of the customer data shall occur within twenty (20) business days after the Agreement Date. GOLDEN STATE shall provide to Casitas the GOLDEN STATE customer data files in separate electronically formatted files, either in .CVS comma delimited or Excel .TXT data file, inclusive of all customers and meters in the GOLDEN STATE Ojai water system. The data shall be accessible from an external hard drive or a CD. The data identifier mapping shall be at the top of the data column of the electronic file or identified in some other manner such as in a separate document or file. If identifier abbreviations or acronyms are used, GOLDEN STATE shall provide a directory and definition of each identifier abbreviation or acronym. The data shall include at a minimum the customer information listed in Exhibit 6 to this Agreement that is available in the Customer Care & Billing (CC&B) production system of GOLDEN STATE that has been in use since November, 2011.

ii. Transfer of Final Meter Read and Billing Data: GOLDEN STATE shall provide to CASITAS the accounts receivable billing (ARB) for each customer as the final meter reading and billing data that is accessible by CASITAS from an external hard drive or a CD, in the format described in the Transfer of Customer Account Information (above). The final billing data shall include the customer account number, customer name, billing address, bill date, and bill amount due.

(e) Assignment of Permits, and Licenses. The Parties shall cooperate to effectuate the assignment by GOLDEN STATE to CASITAS of GOLDEN STATE's rights and obligations in and to any and all governmental permits and licenses relating to GOLDEN STATE's Ojai Water System (collectively, the "**Governmental Permits**"), effective as of the Closing Date. Any delay in effectuating any such assignment shall not be a condition to or delay the Closing; provided, that (1) the Parties shall continue to cooperate after the Closing in effectuating any such assignment that has not occurred prior to the Closing; and (2) CASITAS shall indemnify, defend, and hold harmless GOLDEN STATE with respect to any claims, liabilities, or losses arising out of any such permit, or license for any period after the Closing.

(f) Property and Liability Insurance. GOLDEN STATE shall maintain in full force and effect all property and liability insurance policies covering its Ojai Water System and the Operating Assets from the Agreement Date through the Closing Date. In the event any physical damage or economic loss occurs to any of the Operating Assets between the Agreement

Date and the Closing Date, GOLDEN STATE shall be deemed to have assigned all of its rights under said insurance policy(ies) to CASITAS at the Closing.

(g) Access. Upon CASITAS's telephonic request to GOLDEN STATE (Patrick Scanlon: (714) 535-7711 x 200), GOLDEN STATE shall provide access to designated representatives of CASITAS during normal business hours to enable CASITAS to inspect, test, and survey the Operating Assets; provided, that no testing shall be invasive or destructive without GOLDEN STATE's approval, CASITAS shall be responsible for the cost of any such inspection, testing, and surveying, and such inspection, testing, and surveying shall not unreasonably interfere with GOLDEN STATE's ongoing operation and management of its Ojai Water System.

(h) GOLDEN STATE Employees. GOLDEN STATE acknowledges that CASITAS shall not be obligated to offer employment to any of the Ojai-based employees of GOLDEN STATE, but CASITAS may do so without incurring any liability to GOLDEN STATE, and GOLDEN STATE waives any claims it might have in the absence of this Agreement for interference with contract or other tort liability arising out of such recruitment activities.

## **6. Closing.**

(a) Time of Closing. Assuming that the Judgment in Eminent Domain has been entered and that CASITAS has secured the necessary financing to pay the Judgment Award, CASITAS and GOLDEN STATE shall cooperate in an effort to cause the Final Order of Condemnation to be entered and the Closing Date to occur on June 15, 2017, or at such other time as GOLDEN STATE and CASITAS may mutually agree in writing. If, after and despite its best efforts, CASITAS has been unable to secure the financing necessary to pay the Judgment Amount in time for the Closing to occur on June 15, 2017, CASITAS shall so notify GOLDEN STATE and the Closing Date shall be extended for the minimum period of time needed to enable CASITAS to deliver payment of the Judgment Amount at the Closing; provided, however, if for any reason CASITAS fails to pay the Judgment Amount on or before July 15, 2017, in addition to the Judgment Amount, CASITAS shall pay interest to GOLDEN STATE at the rate calculated pursuant to Code of Civil Procedure Section 1268.350, for the period commencing on July 15, 2017, to the date CASITAS pays the Judgment Amount. GOLDEN STATE waives the right to require payment of the Judgment Amount within the time set forth in Code of Civil Procedure Section 1268.010. If CASITAS fails to pay the Judgment Amount on or before October 1, 2017, for any reason other than the pendency of litigation that prevents, prohibits, or delays CASITAS's ability to secure the financing necessary to pay the Judgment Amount, GOLDEN STATE may file a noticed motion with the Superior Court in the Litigation seeking judgment dismissing the Litigation, which shall be granted by the Superior Court so long as the criteria set forth in Code of Civil Procedure Section 1268.020(b) are established; in connection with such motion, for the purpose of calculating the time for payment as specified under Code of Civil Procedure Section 1268.020(b)(1), the date of required payment shall be October 1, 2017. If CASITAS is unable to secure the financing necessary to pay the Judgment Amount on or before October 1, 2017, because of the pendency of litigation challenging CASITAS's authority to do so or the validity or enforceability of such financing, the Closing Date shall be extended for the minimum period of time needed to enable CASITAS to deliver payment of the Judgment

Amount, CASITAS shall exercise its commercially reasonable diligence to obtain a final and non-appealable judgment in its favor in such litigation, and GOLDEN STATE shall reasonably cooperate with CASITAS in that effort, at no cost to GOLDEN STATE. If, after and despite its exercise of commercially reasonable diligence, CASITAS is unable to successfully resolve the litigation on terms that enable it to secure the financing necessary to pay the Judgment Amount, GOLDEN STATE may file a noticed motion seeking judgment dismissing the Litigation as set forth above.

(b) Deliveries by GOLDEN STATE. Upon payment by CASITAS to GOLDEN STATE of the Judgment Amount, GOLDEN STATE shall deliver the following to CASITAS MUNICIPAL WATER DISTRICT: (1) the executed Stipulation and Consent to Execution and Recordation of Final Order of Condemnation in the form attached hereto as Exhibit 4; and (2) a non-foreign affidavit in a form and substance reasonably acceptable to CASITAS, executed by an authorized official of GOLDEN STATE under penalty of perjury, and stating that GOLDEN STATE is not a “foreign person” for purposes of federal and state withholding purposes. CASITAS and GOLDEN STATE shall cooperate to jointly request that the Final Order of Condemnation be entered, as provided in Section 6(a) of this Agreement. The Final Order of Condemnation shall be recorded by CASITAS in the Ventura County Recorder’s office as soon as practicable thereafter pursuant to Code of Civil Procedure Section 1268.030. Upon entry of the Final Order of Condemnation, GOLDEN STATE shall deliver to CASITAS possession of all of the Operating Assets. It is understood and agreed that the Final Order of Condemnation will be entered and may be recorded prior to the post-Closing reconciliation and adjustment process set forth in Section 4 of this Agreement used to calculate and pay the Just Compensation Award.

(c) Payment of Judgment Amount by CASITAS. Prior to the Closing, CASITAS shall pay the Judgment Amount by confirmed wire transfer of readily available federal funds pursuant to instruction provided by GOLDEN STATE to CASITAS (and subject to the post-Closing reconciliation and adjustment process set forth in Section 4 of this Agreement used to calculate and pay the Just Compensation Award).

(d) Risk of Loss; Insurance Policies. The risk of loss with respect to the Operating Assets shall transfer from GOLDEN STATE to CASITAS at the Closing. Any insurance policies obtained and maintained by GOLDEN STATE with respect to its Ojai Water System and the Operating Assets shall be non-transferable. CASITAS shall be solely responsible for insuring against liability and risk of loss from and after the Closing.

(e) Transfer of Property Interests. The property to be transferred (by the Final Order of Condemnation) to CASITAS is set forth in the attachments to the [Proposed] Judgment in Eminent Domain that is appended as Exhibit A to the Stipulation for Entry of Judgment in Eminent Domain attached hereto as Exhibit 1. Between the Agreement Date and the Closing Date, GOLDEN STATE shall not suffer or permit any additional liens or encumbrances to be recorded against or burden said property except as may be approved in writing by CASITAS.

(f) Physical Condition of the Operating Assets. Subject to Section 5(b) of this Agreement, GOLDEN STATE shall transfer and convey the tangible Operating Assets to CASITAS MUNICIPAL WATER DISTRICT at the Closing Date in the same physical condition in which such tangible Operating Assets exist as of the Agreement Date, reasonable wear and

tear excepted, and CASITAS MUNICIPAL WATER DISTRICT shall accept such tangible Operating Assets on a strictly “as-is, where-is, with all faults” basis.

(g) Assignment of Governmental Permits; Compliance with CPUC Decisions, Orders, Rules, and Regulations. GOLDEN STATE shall cooperate with CASITAS as may be necessary to effectuate the assignment and assumption of the Governmental Permit(s) as contemplated herein, at no cost or expense to GOLDEN STATE. GOLDEN STATE shall perform all obligations arising under the Governmental Permits prior to the Closing, including without limitation the preparation and filing of any reports and payment of any franchise fees (and regardless of whether such reports are due or payments are required to be made prior to or after the Closing Date), but otherwise GOLDEN STATE shall have no obligation or liability with respect to any of the obligations arising under the Governmental Permits from and after the Closing Date. GOLDEN STATE shall be solely responsible for complying with any applicable CPUC decision, order, rule, and regulation arising out of the transactions contemplated by this Agreement, at no cost to CASITAS. CASITAS agrees to cooperate with GOLDEN STATE with respect thereto, at no cost or expense to CASITAS.

**7. Post-Closing Matters.** In addition to the post-Closing obligations of the Parties as set forth elsewhere in this Agreement, at the requesting Party’s sole cost and expense, GOLDEN STATE and CASITAS shall from time to time after the Closing execute and deliver all such instruments and documents as the other may reasonably request, to the end that each may obtain the full benefits of the transactions contemplated by this Agreement.

**8. Assumption of Liabilities.** CASITAS shall be responsible, subsequent to the Closing Date, for providing all services to the customers of the Ojai Water System and for all liabilities arising from occurrences after the Closing Date in connection with the ownership and operation of the Ojai Water System and the provision of water and other services using the Operating Assets. GOLDEN STATE shall be responsible for providing all services to the customers of the Ojai Water System prior to the Closing Date, and for all liability incurred or arising from occurrences prior to the Closing Date in connection with the ownership and operation of the Ojai Water System and the provision of water and other services using the Operating Assets.

**9. Representations and Warranties of GOLDEN STATE.** GOLDEN STATE represents and warrants to CASITAS that the statements contained in this Section 9 are true and correct as of the Agreement Date and will be true and correct as of the Closing Date. Said representations and warranties shall survive the Closing.

(a) Organization of GOLDEN STATE. GOLDEN STATE is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Authorization of Transaction. GOLDEN STATE has the full power and authority (including full corporate power and authority) to enter into, execute, and deliver this Agreement and to perform its obligations set forth and referred to herein. The execution, delivery, and performance of this Agreement and any related agreements expressly contemplated hereby and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate, shareholder, and director action. This Agreement is, and the related

agreements when executed and delivered by GOLDEN STATE will be, the valid and legally binding obligations of GOLDEN STATE, enforceable in accordance with their respective terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws and equitable principles relating to or limiting creditors' rights generally. No approval of any third party is needed to bind GOLDEN STATE to the terms and conditions set forth in this Agreement. GOLDEN STATE does not need to give notice to, make any filing with, or obtain any authorization, consent, or approval of or from the CPUC or any other governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(c) Authorization of Signatories. Each person executing this Agreement on behalf of GOLDEN STATE has the full power and authority on behalf of GOLDEN STATE to bind GOLDEN STATE to the terms and conditions set forth in this Agreement.

(d) No Security Deposits or Prepayments. GOLDEN STATE does not maintain or hold any security deposits from customers of the Ojai Water System and does not collect or accept any prepayments for unbilled water services.

(e) Non-contravention. Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which GOLDEN STATE is subject or any provision of its bylaws (or similar governing instruments).

(f) No Contractual Default. GOLDEN STATE's execution and performance of this Agreement does not constitute a breach or default of any contract to which GOLDEN STATE is a party, and no facts or circumstances exist which, with the passage of time, the giving of notice, or both, would constitute such a breach or default.

(g) Governmental Permits. The Governmental Permits identified in Exhibit 2 to this Agreement constitute the only governmental permits and licenses owned, held, or possessed by GOLDEN STATE that relate to or concern the ownership and operation of its Ojai Water System. Each of the Governmental Permits is in full force and effect, there has not been any amendment to or modification of any of the Governmental Permits other than as may be expressly stated therein, no breach or default exists with respect to any of the Governmental Permits, and no fact or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute such a breach or default.

(h) No Contracts for Goods or Services that Will Survive the Closing and Bind CASITAS. GOLDEN STATE has not entered into and will not enter into any contracts for the provision of goods and/or services to or for the Ojai Water System for any period subsequent to the Closing Date that will create any liability or obligation on the part of CASITAS. Provided, however, CASITAS assumes the ongoing obligation to comply with the September 1, 1994 Water Well Agreement ("Gorham Well Agreement"), entered into between the Harold L. Bailey and Doralee S. Bailey 1989 Trust and The Shipley Ranch, and Southern California Water Company. GOLDEN STATE represents and warrants that it has delivered true and correct copies of the Gorham Well Agreement to CASITAS prior to the Agreement Date, that the



Gorham Well Agreement has not been modified or amended except as set forth therein, and that GOLDEN STATE is not in breach or default of the Gorham Well Agreement.

(i) Works of Improvement Completed; No Works of Improvement Pending. Except as expressly set forth in Section 5(b) of this Agreement, all “works of improvement” (as that term is defined in Civil Code Section 8050) initiated by GOLDEN STATE with respect to its Ojai Water System prior to the Agreement Date have been satisfactorily completed (within the meaning of Civil Code Section 8180), GOLDEN STATE has recorded notices of completion and/or notices of cessation with respect to all such works of improvement in accordance with Civil Code Sections 8182-8188, copies of each such notice of completion or cessation has been delivered as required by Civil Code Section 8190, GOLDEN STATE has paid all amounts owing to the contractor(s) performing work with respect to each such work of improvement, GOLDEN STATE has not received a preliminary notice with respect to any such work of improvement within the meaning of Civil Code Sections 8200-8202 or within the time provided in Civil Code Section 8204, GOLDEN STATE has not received a mechanic’s lien claim with respect to any such work of improvement and the period of time for any person or claimant to file a mechanic’s lien claim with respect to any such work has expired without such a lien claim having been filed (see Chapter 4 (commencing with Section 8400) of Title 2 of Part 6 of Division 4 of the Civil Code).

(j) No Design Professional Liens. GOLDEN STATE has not taken any action that could give rise to the filing or recordation of a design professional lien pursuant to Chapter 3 (commencing with Section 8300) of Title 2 of Part 6 of Division 4 of the Civil Code with respect to GOLDEN STATE’s Ojai Water System.

(k) No Litigation. To the best of GOLDEN STATE’s knowledge, with the exception of the Litigation referred to herein, there are no actions, suits, claims, investigations, or legal or administrative or arbitration proceedings pending or threatened against GOLDEN STATE by any person or entity, whether at law or in equity, whether civil or criminal in nature, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign that would or could affect or impair GOLDEN STATE’s right and authority to enter into this Agreement and consummate the transactions contemplated herein.

Except as expressly set forth in this Agreement, (1) GOLDEN STATE makes no representation or warranty, express or implied, at law or in equity, in respect of any of its assets (including, without limitation, the Operating Assets) or operations, including without limitation with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed, and (2) CASITAS hereby acknowledges and agrees that it is condemning the Operating Assets on an “as-is, where-is” basis.

**10. Representations and Warranties of CASITAS.** CASITAS hereby represents and warrants to GOLDEN STATE that the statements contained in this Section 10 are true and correct as of the Agreement Date and will be true and correct as of the Closing Date. Said representations and warranties shall survive the Closing.

(a) Organization of CASITAS. CASITAS is a municipal water district duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Authorization of Transaction. CASITAS has the full power and authority to enter into, execute, and deliver this Agreement and to perform its obligations set forth and referred to herein. The execution, delivery, and performance of this Agreement and any related agreements expressly contemplated hereby and the consummation of the transactions contemplated herein have been duly authorized by all necessary action of CASITAS's Board of Directors. This Agreement is, and the related agreements when executed and delivered by CASITAS will be, the valid and legally binding obligations of CASITAS, enforceable in accordance with their respective terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws and equitable principles relating to or limiting creditors' rights generally. No approval of any third party is needed to bind CASITAS to the terms and conditions set forth in this Agreement.

(c) Authorization of Signatories. Each person executing this Agreement on behalf of CASITAS has the full power and authority on behalf of CASITAS to bind CASITAS to the terms and conditions set forth in this Agreement.

(d) Non-contravention. Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which CASITAS is subject or any provision of its bylaws (or similar governing instruments).

(e) No Contractual Default. CASITAS's execution and performance of this Agreement does not constitute a breach or default of any contract to which CASITAS is a party, and no facts or circumstances exist which, with the passage of time, the giving of notice, or both, would constitute such a breach or default.

(f) No Litigation. To the best of CASITAS's knowledge, with the exception of the Litigation referred to herein, there are no actions, suits, claims, investigations, or legal or administrative or arbitration proceedings pending or threatened against CASITAS by any person or entity, whether at law or in equity, whether civil or criminal in nature, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign that would or could affect or impair CASITAS's right and authority to enter into this Agreement and consummate the transactions contemplated herein.

## **11. Miscellaneous.**

### **(a) Intervenors' Limited Rights and Obligations; No Third-Party Beneficiaries.**

Intervenors' rights and obligations under this Agreement shall be limited to the provisions set forth in Section 2(a) and those Recitals and provisions of Section 1 ("Definitions") and this Article 11 ("Miscellaneous") to which reference may need to be made to interpret and enforce Section 2(a). Intervenors are not parties to the remaining provisions set forth in this Agreement, shall have no rights or obligations with respect thereto, and are not third party

beneficiaries with respect thereto. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between and among the Parties and supersedes any prior understandings, agreements, or representations by or between or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Prior to the Closing, no Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other benefited Party or Parties, which approval may be withheld by the other Party or Parties in its or their sole and absolute discretion.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, demands, claims, and other communications hereunder shall be in writing. Notices, requests, demands, claims, and other communication shall be deemed effective upon delivery. Written notices shall be provided as follows:

If to CASITAS: Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022  
Attention: Steve Wickstrum, General Manager

With a copy to: Jeffrey Oderman, Esq.  
Rutan & Tucker, LLP  
611 Anton Blvd., 14<sup>th</sup> Floor  
Costa Mesa, CA 92626-1931

If to GOLDEN STATE: GOLDEN STATE WATER COMPANY  
630 E. Foothill Boulevard  
San Dimas, CA 91773  
Attention: Denise L. Kruger

Copy to: George M. Soneff, Esq.  
Manatt, Phelps & Phillips, LLP  
11355 West Olympic Boulevard  
Los Angeles, CA 90064-1614

If to INTERVENORS: Ryan Blatz, Esq.  
Ryan Blatz Law  
407 Bryant Circle, Suite C  
Ojai, CA 93023

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail). Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(g) Regulatory Approval. The Parties acknowledge and agree that CPUC approval is not a condition to the consummation of this Agreement. To the extent any new or amended filing, advice letter, or other submittal to the CPUC is required that relates to or arises out the subject matter of this Agreement, GOLDEN STATE shall be responsible for such action(s) at its sole cost and expense.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by an authorized representative of both CASITAS and GOLDEN STATE. In addition, no amendment of Section 2(a) of this Agreement or those Recitals and provisions of Section 1 (“Definitions”) and this Article 11 (“Miscellaneous”) to which reference may need to be made to interpret and enforce Section 2(a) shall be valid unless the same shall be in writing and signed by an authorized representative of Intervenors. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. The Parties shall each bear their own respective costs and expenses (including legal fees and expenses) incurred in connection with the Litigation, this Agreement, and the transactions contemplated hereby.

(l) Interpretation. The use of the singular or plural form shall include the other form and the use of the masculine, feminine, or neuter gender shall include the other genders. The Parties have each been represented by legal counsel with respect to all matters referred to and addressed herein and they have participated jointly in the negotiation and drafting of this Agreement and the documents attached hereto. In the event an ambiguity or question of intent or interpretation arises, this Agreement and said other documents shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement or such other document. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

(m) Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) Arbitration of Disputes. In the event any dispute arises between GOLDEN STATE and CASITAS concerning the interpretation, performance, or enforcement of this Agreement, including without limitation with regard to the amount of any of the Adjustments to the Judgment Award, GOLDEN STATE and CASITAS agree to meet and confer in good faith in an effort to resolve the dispute. If GOLDEN STATE and CASITAS are unable to resolve their dispute through such a meet and confer process, either GOLDEN STATE or CASITAS shall have the right to deliver written notice to the other Party requiring the dispute to be resolved by binding arbitration to be conducted by retired Los Angeles Superior Court Commissioner Bruce Mitchell with the firm of ADR Services, Inc. If for any reason Commissioner Mitchell is unwilling or unable to arbitrate the dispute and GOLDEN STATE and CASITAS are unable to agree to the identity of a substitute arbitrator, either GOLDEN STATE or CASITAS may apply to the presiding judge or other assigned judge of the Ventura County Superior Court to appoint an arbitrator to hear and determine the matter. The decision of the arbitrator shall be final and either GOLDEN STATE or CASITAS shall be entitled to have judgment entered thereon in accordance with applicable law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Agreement Date.

GOLDEN STATE WATER COMPANY

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Manatt, Phelps & Phillips, LLP

By: \_\_\_\_\_  
Attorneys for Golden State Water Company

CASITAS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Rutan & Tucker LLP

By: \_\_\_\_\_

Special Counsel for Casitas Municipal Water District

OJAI FRIENDS OF LOCALLY OWNED WATER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

RICHARD H. HAJAS

By: \_\_\_\_\_

DALE HANSON

By: \_\_\_\_\_

PATRICK J. McPHERSON

By: \_\_\_\_\_

ROBERT R. DADDI

By: \_\_\_\_\_

STANLEY GREENE

By: \_\_\_\_\_

APPROVED AS TO FORM

Ryan Blatz Law

By: \_\_\_\_\_

Counsel for Ojai Friends of Locally Owned Water, Richard H. Hajas, Dale Hanson, Patrick J. McPherson, Robert Daddi, and Stanley Greene

**EXHIBIT 1**

**STIPULATION FOR ENTRY OF JUDGMENT IN EMINENT DOMAIN**

[On following pages]

**EXHIBIT 2**

**GOVERNMENTAL PERMITS**

[On following pages]



<b><u>Permit Type</u></b>	<b><u>Permit Number</u></b>	<b><u>Date of Issuance</u></b>	<b><u>Issued by</u></b>
Domestic Water Supply Permit	04-06-97P-019	7/18/1997	State of California
Domestic Water Supply Permit (Amendment 1)	04-06-97P-019	10/17/2002	State of California
Domestic Water Supply Permit (Amendment 2)	04-06-97P-019	9/12/2005	State of California
Domestic Water Supply Permit (Amendment 3)	5610014PA-003	6/15/2009	State of California
Domestic Water Supply Permit (Amendment 4)	5610014PA-004	11/22/2010	State of California
Domestic Water Supply Permit (Amendment 5)	5610014PA-005	8/25/2011	State of California
Special Use Permit for Water Transmission Line		3/14/1966	United States Department of Agriculture, Forest Service

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**EXHIBIT 3**

**DEVELOPER ADVANCE CONTRACTS AND PAYMENT SCHEDULES**

[On following pages]

<u>Contract No.</u>	<u>Name of Current Contract Owner</u>	<u>Effective Date of Contract</u>	<u>Final Advanced Amount</u>	<u>Month in which Refund is made</u>	<u>Annual Refund Amount</u>	<u>Current Open Amount</u>	<u>Estimated Open Amount at Closing (June 15)</u>	<u>No. of Years Remaining</u>	<u>Final Year</u>
1530141	GRD Constructi on Cabrillo Economic Developm ent Corp.	July 2002	\$96,349	July	\$2,409	\$62,626	\$62,626	26	2042
1530146	Ojai Valley Inn	April 2002	\$111,401	April	\$2,785	\$75,376	69,626	26	2042
1530186		July 2004	\$37,304	July	\$933	\$26,112	26,112	28	2044
1530243	Jim Exon Denise R.	August 2005	\$47,677	August	\$1,192	\$38,132	34,566	29	2045
1530316	Wizman Edwin F.	January 2008	\$68,238	January	\$1,706	\$52,884	52,884	31	2048
1530277	Moore Elena	June 2006	\$73,883	July	\$1,847	\$55,412	55,412	30	2046
820526	Givens- Rossum Plotke/Cliff	September 1982	\$51,878	June	\$1,297	\$7,782	6,485	6	2022
840277	ord Thompson &	April 1984	\$40,890	June	\$1,022	\$8,178	7,156	8	2024
840393	McConnell Rudolf	May 1984	\$9,801	June	\$245	\$1,960	1,715	8	2024
840471	Petersdorf Pippi	June 1984	\$12,423	June	\$311	\$2,485	2,174	8	2024
880409	Robben Farmer Rains	May 1988	\$47,429	June	\$1,186	\$14,229	13,043	12	2028
910379	McConnell Water Company Refund Contract	April 1991	\$5,811	April	\$145	\$2,179	2,034	15	2031
83021505	Trust Leonard Charitable Foundatio n	February 1983	\$23,709	June	\$593	\$4,149	3,556	7	2023
84054502	Water Company Refund Contract	May 1984	\$28,026	June	\$701	\$5,605	4,904	8	2024
89031005	Trust George F.	April 1989	\$37,828	June	\$946	\$12,294	11,348	13	2029
92040202	Mckenny	March 1993	\$33,948	June	\$849	\$13,579	12,730	16	2033
						<u>\$382,981</u>	<u>\$366,372</u>		

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**EXHIBIT 4**

**STIPULATION AND CONSENT TO EXECUTION AND RECORDATION OF FINAL  
ORDER OF CONDEMNATION**

[On following pages]

**EXHIBIT 5**

**FINAL ORDER OF CONDEMNATION**

[On following pages]

## EXHIBIT 6

### CUSTOMER BILLING ACCOUNT INFORMATION

#### **1. UTILITY BILLING DATA TRANSFER**

##### **Utility Billing - Customer Master File including the following:**

- a. Full Name of customer
- b. Premise Address of customer including:
  1. Street
  2. City
  3. State
  4. Zip
- c. Phone number(s)
- d. Landlord, if applicable
- e. Meter Size
- f. Meter Number
- g. Mailing Address, if different from premise address
- h. Email address
- i. Classification of Customer (i.e. Residential, Commercial, Agriculture, Multi Domain)
- j. Last Meter Read
- k. Last Meter Read Date
- l. Backflow Device
  1. Model, type and size
  2. Inspection Data
- m. Allocation Assignment
- n. APN Number

#### **2. Full Billing History of Customer**

- a. Customer Name
- b. -Account ID
- c. Premise Address
- d. Date of bill
- e. Bill total
  1. Standby or Meter Charge
  2. Consumption in units or gallons
  3. Penalty amounts (if any)
- f. Payment amount
- g. Balance

#### **3. Utility Billing – Detailed Aging (Outstanding Bills due)**

318444285.2

- a. Customer Name
- b. Account ID
- c. Premise Address
- d. Bill Date
- e. Bill Amount Due

**4. Utility Billing – Customer Deposits Held**

- a. Customer Name
- b. Account ID
- c. Premise Address
- d. Date Deposit Received
- e. Total amount of Deposit

**DELIVERY INSTRUCTIONS:** The Data is requested on an external drive or on a CD and shall be delivered to:

Denise Collin, Accounting Manager / Treasurer  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022  
805-649-2251 x103

318505263.1



1 RUTAN & TUCKER, LLP  
Jeffrey M. Oderman (State Bar No. 63765)  
2 joderman@rutan.com  
Douglas J. Dennington (State Bar No. 173447)  
3 ddennington@rutan.com  
Alan B. Fenstermacher (State Bar No, 278171)  
4 afenstermacher@rutan.com  
611 Anton Boulevard, Suite 1400  
5 Costa Mesa, California 92626-1931  
Telephone: 714-641-5100  
6 Facsimile: 714-546-9035

7 Attorneys for Plaintiff  
CASITAS MUNICIPAL WATER DISTRICT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF VENTURA

10 CASITAS MUNICIPAL WATER DISTRICT;  
11 and CASITAS MUNICIPAL WATER  
DISTRICT COMMUNITY FACILITIES  
12 DISTRICT NO. 2013-1 (OJAI),

13 Plaintiffs,

14 vs.

15 GOLDEN STATE WATER COMPANY, a  
California corporation, and DOES 1 through 50,  
16 inclusive,

17 Defendant.

Case No. 56-2016-00481628-CU-EI-VTA

Assigned for all purposes to  
Hon. Vincent O'Neill; Dept. 41

**STIPULATION FOR ENTRY OF  
JUDGMENT IN EMINENT DOMAIN;  
[PROPOSED] JUDGMENT IN EMINENT  
DOMAIN**

Action Filed: May 12, 2016  
Phase 1 Trial Date: June 12, 2017  
Phase 2 Trial Date: December 11, 2017

18 Plaintiff Casitas Municipal Water District (“**Casitas**”) and Defendant Golden State Water  
19 Company (“**Golden State**”), by and through their respective counsel of record, enter into this  
20 Stipulation for Entry of Judgment in Eminent Domain (the “**Stipulation**”) on the terms and  
21 conditions set forth herein.

22 **R E C I T A L S:**

23 This Stipulation is being executed with reference to the following facts:

24 A. On May 12, 2016, Casitas and Casitas Municipal Water District Community  
25 Facilities District No. 2013-1(Ojai) (“**Casitas CFD**”) (collectively, “**Plaintiffs**”) filed their  
26 Complaint in this action. The Complaint asserts two causes of action: (1) a first cause of action by  
27 Casitas against Golden State to condemn Golden State’s Ojai water utility; and (2) a second cause  
28

1 of action by Plaintiffs against Golden State to recover litigation expenses and damages pursuant to  
2 Code of Civil Procedure Section 526b.

3 B. On August 3, 2016, Plaintiffs-in-Intervention Richard H. Hajas, Dale Hanson,  
4 Patrick J. McPherson, Robert R. Daddi, Louis Torres, Stanley Greene, and Ojai Friends of Locally  
5 Owned Water (collectively, “**Intervenors**”) filed a Complaint-in-Intervention in this action  
6 against Golden State seeking litigation expenses, costs, damages in excess of \$6,324,885, and  
7 punitive damages pursuant to Code of Civil Procedure § 526b against Golden State.

8 C. Golden State filed a special motion to strike the second cause of action in  
9 Plaintiffs’ Complaint pursuant to Code of Civil Procedure Section 416.25, which motion was  
10 denied by this Court on August 3, 2016.

11 D. On September 16, 2016, Golden State filed a Notice of Appeal with respect to the  
12 Court’s August 3, 2016, order denying Golden State’s special motion to strike the second cause of  
13 action in Plaintiffs’ Complaint (Second District Court of Appeal Case No. B277784).

14 E. Golden State filed a special motion to strike Intervenors’ Complaint-In-Intervention  
15 pursuant to Code of Civil Procedure Section 416.25, which motion was granted by this Court on  
16 October 25, 2016.

17 F. Intervenors filed a Notice of Appeal with respect to the Court’s October 25, 2016,  
18 order granting Golden State’s special motion to strike the Complaint-In-Intervention (Second  
19 District Court of Appeal Case No. B278716).

20 G. Plaintiffs, Golden State, and Intervenors have entered into a Settlement Agreement  
21 and Release of Clams dated April 12, 2017 (the “**Settlement Agreement**”), which provides for the  
22 final resolution of all issues arising out of this litigation as well as certain releases of claims.

23 H. Pursuant to the Settlement Agreement, and prior to the presentation of this  
24 Stipulation to the Court, Golden State has dismissed with prejudice its appeal in Second District  
25 Court of Appeal Case No. B277784 and Plaintiffs have dismissed with prejudice their second  
26 cause of action in this action.  
27  
28

1 I. Pursuant to the Settlement Agreement, and prior to the presentation of this  
2 Stipulation to the Court, Intervenor's have dismissed with prejudice their appeal in Second District  
3 Court of Appeal Case No. B278716.

4 J. The Settlement Agreement provides for a Judgment in Eminent Domain in the form  
5 attached hereto to be entered on Casitas's first cause of action in consideration of Casitas's  
6 payment to Golden State of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "**Judgment**  
7 **Amount**"), and subject to certain post-Judgment adjustments to said amount that will be addressed  
8 separately by Casitas and Golden State as set forth therein.

9  
10 **STIPULATIONS**

11 Based upon the foregoing Recitals, IT IS HEREBY STIPULATED by and between Casitas  
12 and Golden State that the [Proposed] Judgment in Eminent Domain attached as Exhibit A hereto  
13 may, upon presentation of this executed Stipulation to the Court, be entered in this action.

14 Each signatory to this Stipulation expressly warrants and represents that he or she is legally  
15 authorized to act on behalf of his or her client and has the full right to obligate and bind such client  
16 to the terms and conditions of this Stipulation.

17 Each party waives its right to trial as to any and all issues in connection with the First  
18 Cause of Action (In Eminent Domain) alleged in the Complaint on file in this action. This  
19 Stipulation may be executed in counterparts with facsimile signatures sufficient for presentation,  
20 filing, and approval by the Court.

21 **IT IS SO STIPULATED.**

22  
23 [Signatures on next page]  
24  
25  
26  
27  
28

1 Dated: April \_\_\_\_, 2017

RUTAN & TUCKER, LLP

2

By: \_\_\_\_\_

3

Jeffrey M. Oderman

4

Attorneys for Plaintiff

CASITAS MUNICIPAL WATER DISTRICT

5

6 Dated: April \_\_\_\_, 2017

CASITAS MUNICIPAL WATER DISTRICT

7

By: \_\_\_\_\_

8

Printed Name:

Title:

9

10 Dated: April \_\_\_\_, 2017

MANATT, PHELPS & PHILLIPS LLP

11

By: \_\_\_\_\_

12

George M. Soneff

13

Attorneys for Defendant

GOLDEN STATE WATER COMPANY

14

14 Dated: April \_\_\_\_, 2017

GOLDEN STATE WATER COMPANY

15

16

By: \_\_\_\_\_

17

Printed Name:

Title:

318447592.1

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21

22

23

24

25

26

27

28

1 RUTAN & TUCKER, LLP  
Jeffrey M. Oderman (State Bar No. 63765)  
2 joderman@rutan.com  
Douglas J. Dennington (State Bar No. 173447)  
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4 afenstermacher@rutan.com  
611 Anton Boulevard, Suite 1400  
5 Costa Mesa, California 92626-1931  
Telephone: 714-641-5100  
6 Facsimile: 714-546-9035

*Exempt from Filing Fees  
Pursuant to Government Code § 6103*

7 Attorneys for Plaintiff  
CASITAS MUNICIPAL WATER DISTRICT

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF VENTURA

11 CASITAS MUNICIPAL WATER DISTRICT;  
and CASITAS MUNICIPAL WATER  
DISTRICT COMMUNITY FACILITIES  
12 DISTRICT NO. 2013-1 (OJAI),

13 Plaintiffs,  
14 vs.

15 GOLDEN STATE WATER COMPANY, a  
California corporation, and DOES 1 through 50,  
16 inclusive,  
17 Defendant.

Case No. 56-2016-00481628-CU-EI-VTA  
*Assigned for all purposes to  
Hon. Vincent O'Neill; Dept. 41*

**[PROPOSED] JUDGMENT IN EMINENT  
DOMAIN**

Action Filed: May 12, 2016  
Phase 1 Trial Date: June 12, 2017  
Phase 2 Trial Date: December 11, 2017

18  
19 It appearing to the satisfaction of the Court that Plaintiff Casitas Municipal Water District  
20 (“Casitas”) and Defendant Golden State Water Company (“Golden State”) have filed with the  
21 Court a Stipulation for Entry of Judgment in Eminent Domain;

22 Now, therefore, for good cause appearing,

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

24 1. Upon payment to Golden State of Thirty-Four Million Four Hundred Eighty-One  
25 Thousand Six Hundred Twenty-Eight Dollars (\$34,481,628) (the “Judgment Amount”), the  
26 property described in Exhibits A, B, and C hereto (the “Subject Property”) shall be condemned to  
27 Casitas for the purposes stated in the Complaint.

28 2. The use for which the Subject Property is sought to be condemned – for the

1 ownership and operation of a water distribution system serving the public – is a public use, and the  
2 taking of the Subject Property is necessary for the public use.

3           3.       Subject to such post-Closing adjustments to the Judgment Amount as may be  
4 agreed to by and between Casitas and Golden State, payment of the Judgment Amount shall  
5 constitute full compensation to Golden State for the Subject Property, including without limitation  
6 for any severance damages, pre-condemnation damages, interest, costs, and litigation expenses.  
7 Each party shall bear its own attorney’s fees, costs, and litigation expenses with respect to this  
8 action.

9           4.       Casitas shall take possession and ownership of the Subject Property as of the date  
10 when the Judgment Amount has been paid to Golden State and a Final Order of Condemnation has  
11 been entered. Casitas shall be entitled to entry of a Final Order of Condemnation upon the parties’  
12 submission of written confirmation to the Court that the Judgment Amount has been paid to  
13 Golden State.

14           5.       As to Ventura County Assessor Parcels 010-0-210-090, 010-0-070-160, 028-0-080-  
15 050, 020-0-010-010, 028-0-111-020, 021-0-011-020, which are a part of the Subject Property, all  
16 taxes, assessments, penalties, and costs which are a lien on these parcels and which are  
17 apportioned to that portion of the fiscal year after the date of entry of a Final Order of  
18 Condemnation are hereby canceled and refundable if previously paid pursuant to section 5081 et.  
19 seq. of the Revenue and Taxation Code.

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Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Hon. Vincent O’Neill  
Judge of the Superior Court of California

318482915.1

1 RUTAN & TUCKER, LLP  
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Telephone: 714-641-5100  
6 Facsimile: 714-546-9035

7 Attorneys for Plaintiff  
CASITAS MUNICIPAL WATER DISTRICT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF VENTURA

10 CASITAS MUNICIPAL WATER DISTRICT;  
11 and CASITAS MUNICIPAL WATER  
DISTRICT COMMUNITY FACILITIES  
12 DISTRICT NO. 2013-1 (OJAI),

13 Plaintiffs,  
14 vs.

15 GOLDEN STATE WATER COMPANY, a  
California corporation, and DOES 1 through 50,  
16 inclusive,  
17 Defendant.

Case No. 56-2016-00481628-CU-EI-VTA

Assigned for all purposes to  
Hon. Vincent O'Neill; Dept. 41

**STIPULATION AND CONSENT TO  
EXECUTION AND RECORDATION OF  
FINAL ORDER OF CONDEMNATION**

Action Filed: May 12, 2016  
Phase 1 Trial Date: June 12, 2017  
Phase 2 Trial Date: December 11, 2017

18 Plaintiff Casitas Municipal Water District (“Casitas”) and Defendant Golden State Water  
19 Company (“Golden State”), by and through their respective counsel of record, hereby enter into  
20 this Stipulation and Consent to Execution and Recordation of Final Order of Condemnation  
21 (“Stipulation”).

22 **RECITALS:**

23 This Stipulation is being executed with reference to the following facts:

24 A. On \_\_\_\_\_, 2017, Judgment in Eminent Domain was entered in this action  
25 in the office of the Clerk of the Superior Court of the County of Ventura, State of California.

26 B. Prior to or concurrently with the execution of this Stipulation, Casitas has paid the  
27  
28

1 Judgment Amount to Golden State in accordance with the Judgment.

2 C. Casitas and Golden State previously entered into a Settlement Agreement and  
3 Release of Clams dated April 12, 2017 (the “**Settlement Agreement**”), which provides, *inter alia*,  
4 for the execution of this Stipulation upon Casitas’s payment of the Judgment Amount to Golden  
5 State, in order to authorize and request the Court to execute and enter the Final Order of  
6 Condemnation in this action.

7  
8 **STIPULATION**

9 Based upon the foregoing Recitals, IT IS HEREBY STIPULATED by and between Casitas  
10 and Golden State as follows:

11 1. The Final Order of Condemnation in the form attached as Exhibit A hereto may,  
12 upon presentation of this executed Stipulation to the Court, be entered in this action and, upon  
13 being entered, may be recorded in the Official Records of the Ventura County Recorder’s Office.

14 2. Each signatory to this Stipulation expressly warrants and represents that he or she is  
15 legally authorized to act on behalf of his or her client and has the full right to obligate and bind  
16 such client to the terms and conditions of this Stipulation.

17 3. This Stipulation may be executed in counterparts.

18  
19 **IT IS SO STIPULATED.**

20 Dated: \_\_\_\_\_, 2017

RUTAN & TUCKER, LLP

21  
22 By: \_\_\_\_\_  
23 Jeffrey M. Oderman  
24 Attorneys for Plaintiff  
CASITAS MUNICIPAL WATER DISTRICT

25 Dated: \_\_\_\_\_, 2017

MANATT, PHELPS & PHILLIPS LLP

26  
27 By: \_\_\_\_\_  
28 George M. Soneff  
Attorneys for Defendant  
GOLDEN STATE WATER COMPANY



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**EXHIBIT A**

**FORM OF FINAL ORDER OF CONDEMNATION**

[See attached]

# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: Amendment to Local Goals and Policies for Use of Mello-Roos Act of 1982  
Date: April 4, 2017

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## RECOMMENDATION:

It is recommended that the Board of Directors approve Amended Local Goals and Policies for Use of Mello-Roos Communities Facilities Act of 1982.

## BACKGROUND:

On January 29, 2013, prior to the formation of the District's Community Facilities District No. 2013-1 (OJAI) ("CFD"), State law required the District to adopt local goals and policies ("Policies") concerning the use of the Mello-Roos Community Facilities Act of 1982. The Policies included CFD financing policies and limitations, CFD financing credit quality requirements, special tax disclosure requirements to property owners in the CFD and structure of the special tax rates, among other things.

Additional requirements for financings were added to State law by SB 1029, and became effective on January 1, 2017. The new requirement requires public agencies to have local debt policies, which are to include specified provisions concerning the use of debt. The District, on behalf of itself or its related financing entities, like the CFD, will be required to certify that any contemplated future debt issuance is consistent with these local debt policies. In order to comply with SB 1029, the District must amend the Policies.

In addition to describing the purposes for which debt may be issued and the types of debt that may be issued, the attached Amended Local Goals and Policies for Use of Mello-Roos Communities Facilities Act of 1982 ("Amended Policies") include the following sections, as required by SB 1029:

- The relationship of the debt to, and integration with, the District's capital improvement program or budget, if applicable.
- Policy goals related to the District's planning goals and objectives.
- The internal control procedures that the District has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

# CASITAS MUNICIPAL WATER DISTRICT

## AMENDED LOCAL GOALS AND POLICIES FOR USE OF MELLO-ROOS COMMUNITY FACILITIES DISTRICT ACT OF 1982

### I. INTRODUCTION

California Government Code Section 53312.7(a) requires the Casitas Municipal Water District (“CMWD”) to consider and adopt local goals and policies (“Statement of Debt Goals and Policies”) concerning the use of the Mello-Roos Community Facilities Act of 1982 (the “Act”) prior to the initiation of proceedings to form a community facilities district (“CFD”) pursuant to the Act. CMWD adopted its initial Statement of Debt Goals and Policies on January 29, 2013. The Statement of Debt Goals and Policies is being amended, effective \_\_\_\_\_, 2017, and is intended to comply with California Government Code Section 8855(i), effective on January 1, 2017. CMWD intends to initiate proceedings to consider formation of a CFD pursuant to the Act and therefore adopts the following local goals and policies pursuant thereto. These local goals and policies may be further amended or supplemented by CMWD’s Board of Directors at any time.

### II. CFD FINANCING PRIORITIES AND LIMITATIONS (GOVERNMENT CODE SECTIONS 53312.7(a)(1), 8855(i)(1)(A) AND 8855(i)(1)(B))

CMWD may consider using the Act to form one or more CFDs to fund the purchase, construction, expansion, improvement, and/or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer, planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real property, and any other public capital facilities to the extent authorized by California Government Code Section 53313.5 (collectively, the “Authorized Facilities”). Special taxes imposed with respect to CFDs may be utilized to secure CFD bonds or used to finance the Authorized Facilities on a pay-as-you-go basis. Under no circumstances shall CMWD’s general funds be used to guarantee bond payments for CFD bonds if the special taxes utilized to secure the payment of such bonds are inadequate to cover debt service or other financing obligations pertaining thereto.

CMWD establishes the following priorities for the use of CFD financing:

- (a) CFD financing shall be limited to the financing of Authorized Facilities and shall not be used to finance public services under Government Code Section 53313.
- (b) CFD financing shall not be used by CMWD for Authorized Facilities to be owned and operated by other public agencies, including school districts, or services to be provided by other public agencies.
- (c) The properties to be included within the boundaries of a CFD shall correspond to the area CMWD’s Board of Directors determines to be benefitted by CFD financing of Authorized Facilities.
- (d) CFD financing may be utilized to finance Authorized Facilities unless the CMWD Board of Directors determines there is another available and superior mechanism for financing such facilities, taking into consideration legal constraints, fairness to

property owners/ratepayers, reliability, and financing risks and costs.

Types of CFD financing may include short-term or long-term debt, secured by the special taxes to be levied in the CFD. Such debt is typically known as Special Tax Bonds, and is sometimes referred to herein as “CFD bonds.”

### **III. RELATIONSHIP TO CAPITAL IMPROVEMENT PLAN AND BUDGET (GOVERNMENT CODE SECTION 8855(i)(1)(C))**

If applicable, the proposed Authorized Facilities shall be incorporated into CMWD’s Capital Improvement Program (CIP), which is budgeted on a multi-year basis. As a result, the budget for the construction or acquisition of Authorized Facilities will be allocated to the project in the fiscal year the funding source(s), including CFD financing proceeds, are identified and available even though actual project construction may begin in later years.

### **IV. RELATIONSHIP TO PLANNING GOALS AND OBJECTIVES (GOVERNMENT CODE SECTION 8855(i)(1)(D))**

It is a policy goal of the CMWD to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs. Such methods are described in Section V and VII below.

CMWD will comply with applicable state and federal law as it pertains to the maximum term of CFD bonds and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing CFD bonds, it shall be the policy goal of the CMWD to realize, whenever possible, and subject to any overriding non-financial policy considerations, minimum net present value debt service savings equal to or greater than 4% of the refunded principal amount.

### **III.V. BOND ISSUE CREDIT QUALITY REQUIREMENTS (GOVERNMENT CODE SECTION 53312.7(a)(2))**

CMWD will require that the credit quality of any CFD bond issue be such that the requirements of Government Code Section 53345.8 will be met.

If the value of the real property that would be subject to the CFD special tax is determined based upon an appraisal, the appraisal shall be made by a licensed California appraiser with a minimum of ten (10) years experience in appraising real estate in California, the appraisal shall meet the standards set forth in Section VI below, and the date of value used in the appraisal shall be no more than nine (9) months prior to the date the bonds are issued.

A low value-to-lien ratio (with the understanding that in no event shall the value-to-lien ratio, as calculated per Government Code Section 53345.8, be less than 3:1), excessive tax delinquencies, and/or projections of declining property values may cause CMWD to not use CFD bond financing, to reduce the size of CFD bond financing, to require a reserve fund to be established as a condition to CFD bond financing (or an increase in the size of the reserve fund

above the amount that would otherwise be required), and/or to require credit enhancement prior to a CFD bond sale. Each CFD bond issue shall be structured to adequately protect bond holders and to not negatively impact the bonding capacity or credit rating of CMWD. CMWD's Board of Directors retains the sole discretion to determine the size of CFD financing, reserve fund and credit enhancement requirements, and other provisions and conditions needed to protect the interests of CMWD, CFD bondholders, and the property owners/ratepayers/customers within CMWD and the CFD boundaries.

Subject to the right of CMWD's Board of Directors to make exceptions, in order to enhance the credit quality of CFD bond issues, CMWD generally will require that each such bond issue be secured by a reserve fund. Generally, each such reserve fund will be required to be funded (with cash or an acceptable reserve surety or other credit facility) in an amount the lesser of (a) 10% of the initial principal amount of the bonds of such issue, (b) maximum annual debt service on the bonds of such issue, or (c) 125% of the average annual debt service on the bonds of such issue. Any reserve surety or other credit facility funding such a reserve fund will generally be required to be issued or guaranteed by an entity, the long term unsecured obligations of which are rated at least "A" by Moody's Investors Service or Standard & Poor's Ratings Service.

The amount of capitalized interest funded for an issue of CFD bonds may not exceed any maximum specified in the CFD Act.

The term to maturity of CFD bonds shall not exceed the maximum term specified in the Act.

#### **IV.VI. DISCLOSURE TO PROSPECTIVE PROPERTY PURCHASERS (GOVERNMENT CODE SECTION 53312.7(a)(3))**

In order to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Act, CMWD will require that the requirements of disclosure to prospective property purchasers contained in the Act, including Government Code Sections 53328.3, 53328.5 (including the referenced sections of the California Streets and Highways Code), 53340.2, 53341.5, and 53754, shall be met.

#### **V.VII. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES (GOVERNMENT CODE SECTION 53312.7(a)(4))**

Special taxes must be allocated and apportioned on a reasonable basis to all categories and classes of property (other than exempt property) within a CFD, as determined by CMWD's Board of Directors. Exemptions from the special tax may be given to parcels that are publicly-owned, are held by property owners' associations, religious groups, or non-profit entities, are used for a public purpose such as open space or wetlands, or are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easement.

The total tax burden (consisting of the anticipated maximum annual CFD special tax, together with ad valorem property taxes, special assessments, special taxes for any overlapping CFD, and any other taxes, fees and charges payable from and secured by the property) on any parcel in a CFD on which a for-sale residential unit has been, is being, or is to be constructed shall not exceed 2% of the estimated base sales price of such parcel upon completion of the

public and private improvements relating thereto; provided, however, that CMWD may waive this requirement with respect to any CFD whose qualified electors are registered voters.

The rate and method of apportionment for CFD special taxes shall be structured so as to produce special tax revenues sufficient to pay (a) debt service on all CFD bonds and (b) reasonable and necessary annual administrative expenses of the CFD. Additionally, the rate and method of apportionment may be structured so as to produce amounts sufficient to fund (a) any amounts required to establish or replenish any reserve fund established for a CFD bond issue, (b) amounts to pay directly the costs of Authorized Facilities authorized to be financed by the CFD, (c) the accumulation of funds reasonably required for future debt service on CFD bonds, (d) amounts equal to projected delinquencies in special tax payments, (e) remarketing, credit enhancement or liquidity fees, and (f) other costs or payments permitted by law.

The CFD special tax rate and method of apportionment shall be structured such that the projected maximum special tax that is levied in any fiscal year will produce special tax revenues at least equal to (a) 110% of projected annual debt service on all CFD bonds for the calendar year commencing in such fiscal year, plus (b) projected administrative expenses of the CFD for the calendar year commencing in such fiscal year. Generally, the rate and method of apportionment for CFD special taxes may be required to include a back-up tax so that changes in development within the CFD will not result in the inability to levy special taxes that would produce special tax revenues in such amounts.

The maximum special tax levied to finance the construction of Authorized Facilities for any parcel within a CFD for which a building permit for the construction of a for-sale residential unit has been issued shall not escalate by more than two percent (2%) annually. The annual increase, if any, in the maximum special tax levied to finance Authorized Facilities for any other residential or non-residential parcel within a CFD may not exceed any maximum specified in the Act. The increase in the special tax levied on any parcel within a CFD as a consequence of delinquency or default by the owner on any other parcel may not exceed any maximum specified in the Act.

Generally, the special tax rate and method of apportionment for a CFD that finances Authorized Facilities will be structured so as to allow the prepayment of special taxes by property owners.

The special tax levied in a CFD shall include an amount for administrative expenses relating to the CFD, including expense necessary for the enrollment and collection of the annual special taxes and any necessary bond administration.

#### **VI.VIII. APPRAISALS (GOVERNMENT CODE SECTION 53312.7(a)(5))**

Except as provided below, the definitions, standards, and assumptions to be used in appraisals required in connection with CMWD's use of the Act for CFDs are as set forth in the Appraisal Standards for Land Secured Financings published by the California Debt and Investment Advisory Commission and dated May 1994 (the "CDIAC Guidelines"), with the following modifications:

- (a) the independent review appraiser is an option, and not a requirement;

- (b) the comparable sales method may be used whenever there is sufficient data available;
- (c) the appraiser should assume the presence of the Authorized Facilities to be financed with the CFD bonds in connection with the CFD financing for which the appraisal is being prepared; and
- (d) the special tax lien need not be computed as the present value of the future tax payments if there is a prepayment mechanism or other appropriate measure.

Notwithstanding the foregoing, if there is a conflict between the definitions, standards, and assumptions in the CDIAAC Guidelines and the corresponding definitions, standards, or assumptions in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (“USPAP”), USPAP shall govern.

#### **IX. INTERNAL CONTROLS (GOVERNMENT CODE SECTION 8855(i)(1)(E))**

When issuing CFD bonds, in addition to complying with the terms of this Statement of Debt Goals and Policies, CMWD shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

CMWD will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- CMWD’s investment policies as they relate to the investment of bond proceeds.

Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and CMWD will submit written requisitions for such proceeds. CMWD will submit a requisition only after obtaining the signature of the General Manager or the Accounting Manager /Treasurer.

#### **VII.X. MISCELLANEOUS**

CMWD’s Board of Directors shall select all consultants to be retained by CMWD for a CFD financing, including, but not limited to, the financial advisor, special tax consultant, bond counsel, disclosure counsel, underwriter, appraiser, and trustee. Providers of letters of credit, bond insurance policies, surety bonds, or other credit enhancements are also subject to CMWD Board of Directors’ approval.

The policies set forth herein reflect the minimum standards under which CMWD will make use of CFD financing for Authorized Facilities. CMWD may, in its discretion, require additional measures and procedures, enhanced security, and higher standards in particular cases.

CMWD’s Board of Directors may, in its discretion and to the extent permitted by law,

waive any of the policies set forth herein in particular cases.

The goals and policies set forth herein may be amended at any time and from time to time by CMWD's Board of Directors.

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# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: Authorization of Contracts for Bond Consultants  
Community Facilities District No. 2013-01 (Ojai)  
Date: April 4, 2017

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## RECOMMENDATION:

It is recommended that the Board of Directors to approve and authorize the General Manager to sign the engagement contracts for the following bond financing services:

- Municipal Advisor - Harrell & Company, LLP  
Fixed fee of \$90,000 plus a \$2,500 reimbursement.
- Bond Counsel – Rutan & Tucker, LLP  
Fixed Fee of \$95,000 plus \$2,500 reimbursement.
- Underwriter - Piper Jaffray & Company  
Fee is based on percentage of bond principle issuance.
- Disclosure Counsel - Quint & Thimmig LLP  
Fixed fee of \$35,000.

## BACKGROUND:

The acquisition of the Golden State Water Company's Ojai system will require the assembly of a financing team to guide the district through the development of special issue tax bonds that will be spent on the acquisition costs and the necessary water system improvements that are associated with the Community Facilities District No. 2013-01 (Ojai) (CFD). On March 8, 2017, the Board directed the General Manager to assemble the bond financing team in light of a potential short timeline for the negotiated settlement of the water system acquisition.

The General Manager was referred to Suzanne Harrell, Harrell & Company Advisors, LLC, as a company that has experience with a water system acquisition (Felton) and the experience in advising municipal agencies that were associated with a community facilities district. Suzanne Harrell provided a proposal and scope of work to serve as the municipal advisor was presented to the General Manager. The proposal was signed and returned. Shortly thereafter, Suzanne Harrell provided the General Manager an aggressive schedule to accomplish the sale of the bonds that would match the aggressive acquisition date of June 15, 2017.

Suzanne Harrell has queried two firms for underwriting services and has recommended Piper Jaffray & Company. Suzanne Harrell has also recommended Quint & Thimmig LLP to perform the disclosure counsel. Each firm has submitted an engagement letter or agreement for legal services to the District for the consideration of Board of Directors.

The General Manager has also requested and received an amendment of current Agreement for Provision of Legal Services with Rutan & Tucker, LLP, to provide the District with bond counsel services. The amendment provides consistent legal representation throughout the course of the water system acquisition.

All costs for the financing team will be a part of the CFD bond expenditures, which are not a part of the District's current budget and water rates. There is a specific timeline in the settlement agreement with Golden State Water Company that requires efficient and timely action to make the acquisition payment. The assembled financial team is committed to perform in a timely manner.

Please find the attached documents from each of the above entities for consideration of the authorization to engage their services.

Attachments:

- 1) Harrell & Company, LLP. Proposed Issuance of Bonds – Proposal to Serve as Municipal Advisor. March 9, 2017
- 2) Rutan & Tucker, LLP. Amendment of Agreement for Provision of Legal Services to Provide Bond Counsel Services. March 15, 2017.
- 3) Piper Jaffray & Company. Engagement Letter, Casitas Municipal Water District Community Facilities District No. 2013-01 (Ojai). 2017 Special Tax Bonds. March 17, 2017.
- 4) Quint & Thimmig LLP. Agreement for Legal Services, Disclosure Counsel

**CASITAS MUNICIPAL WATER DISTRICT**

**BOARD OF DIRECTORS**

**RESOLUTION TO AUTHORIZE AGREEMENTS  
FOR FINANCIAL SERVICES RELATED  
TO THE ISSUANCE OF SPECIAL TAX BONDS  
FOR COMMUNITY FACILITIES DISTRICT 2013-01 (Ojai)**

**WHEREAS**, Casitas Municipal Water District desires to issue special tax bonds that are secured by Community Facilities District No. 2013-01 (Ojai), pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, and

**WHEREAS**, the special tax bonds will be used to (1) acquire water facilities serving property owners in the Community Facilities District No. 2013-01 (Ojai), (2) complete improvements to the water facilities, (3) fund a reserve fund, and (4) pay the costs of issuing the bonds, and

**WHEREAS**, the water facilities serving the property owners in the Community Facilities District No. 2013-01 (Ojai) are owned by the Golden State Water Company, and

**WHEREAS**, Casitas Municipal Water District and Golden State Water Company are negotiating a settlement agreement for the acquisition of the water system, and

**WHEREAS**, Casitas Municipal Water District desires to assemble a bond financing team that is comprised of legal and financial firms to act on behalf of the District in the issuance of the special tax bonds, and

**WHEREAS**, Harrell & Company, LLP has proposed to perform in the role of Municipal Advisor for the fixed fee of \$90,000 plus a \$2,500 reimbursement, and

**WHEREAS**, Rutan & Tucker, LLP has proposed to perform in the role of Bond Counsel for the fixed fee of \$95,000 plus a \$2,500 reimbursement, and

**WHEREAS**, Piper Jaffray & Company has proposed to perform in the role of Underwriter for a fee that is based on a percentage of the bond principle issuance, and

**WHEREAS**, Quint & Thimmig, LLP has proposed to perform in the role of Disclosure Counsel for the fixed fee of \$35,000; and

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

- 1) Accept the Agreements for services that have been provided by each of the abovementioned firms; and

- 2) Authorize and direct the General Manager to sign the agreements for financial services.

**ADOPTED** this 12<sup>th</sup> day of April, 2017.

---

Russ Baggerly, President  
Casitas Municipal Water District  
Board of Directors

**ATTEST:**

---

Bill Hicks, Secretary  
Casitas Municipal Water District  
Board of Directors



HARRELL & COMPANY  
A D V I S O R S , L L C

March 9, 2017

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

Attention: Steve Wickstrum  
General Manager

RE: Proposed Issuance of Bonds - Proposal to Serve as Municipal Advisor

Dear Mr. Wickstrum:

The District proposes to issue special tax bonds (the “Bonds”) secured by its CFD No. 2013-1 (Ojai). We appreciate the opportunity to submit this proposal to serve as Municipal Advisor with respect to the Bonds.

Our engagement as Municipal Advisor will require us to complete the following:

- Structure and size the Special Tax Bonds.
- Develop a schedule for delivery of Bond proceeds on or prior to June 1, 2017.
- Assist the District in the selection of financing participants, such as underwriter and disclosure counsel.
- Prepare the Official Statement including any required information relating to the CFD and RMA and the District.
- Review and comment on all legal documents, bond resolutions and closing documents.
- Attend financing team meetings and Board Meetings.
- Prepare the staff reports for District Board actions.
- Prepare rating agency presentation.
- Prepare Staff for dialogue with ratings analysts.
- Prepare staff for due diligence call with disclosure counsel and underwriter.

- For the negotiated sale of the bonds:
  - advise the District on the propriety of the underwriter's proposed pricing and compensation relative to the current market conditions;
  - negotiate to provide the lowest available rates and costs to the District;
  - provide the District with a pricing analysis and comparison of its transaction with other recent sales of comparable credit quality or review the analysis prepared by the underwriter; and
  - provide schedules showing the results of the final pricing.
- Provide guidelines for post-closing compliance with continuing disclosure requirements.
- Provide any post-closing follow up as required.
- Provide any other services reasonably requested and not otherwise set forth above.

Our fee for acting as Municipal Advisor in the issuance of an approximate amount of \$53 million in Bonds shall be a fixed fee of \$90,000. Payment of the fee is contingent on closing and payable from Bond proceeds.

In addition to such fees, we would expect to be reimbursed for actual out-of-pocket expenses associated with the transaction in an amount not to exceed \$2,500. Reimbursed expenses are expected to include shipping, delivery, printing, photocopying, and teleconferences.

Our services may be terminated as described in Exhibit A hereto.

Certain disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board regarding municipal advisors are attached hereto as Exhibit A.

I hope the foregoing proposal and fee is acceptable to the District. Please call if you have any questions or would like to discuss any of the foregoing. I look forward to working with you, the District staff and your financing team.

Very truly yours



Suzanne Q. Harrell

Accepted By:

---

Steve Wickstrum, General Manager

**Exhibit A**  
**Municipal Advisor Disclosures**

Harrell & Company Advisors, LLC (Harrell & Co.) is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). The SEC has approved MSRB Rule G-42 which, among other matters, requires Harrell & Co. to provide the District with information regarding any conflicts of interest that Harrell & Co. may have and with information about where to find Harrell & Co.’s SEC filings on the SEC website.

As a municipal advisor in connection with the issuance of the Bonds, Harrell & Co. will owe a fiduciary duty to the District and will carry out its duties in accordance with such duty. Simply put, this means that Harrell & Co. owes the District both a duty of loyalty and a duty of care and that in performing services that Harrell & Co. may undertake in connection with any bond issue, Harrell & Co. will put the needs of the District ahead of its own. This standard of care is higher than that required of other financial services providers such as underwriters.

The fees to be paid by the District to Harrell & Co. are based on the relative size of the transaction and contingent on the successful closing of the Bonds. Although this form of compensation may be customary, it presents a conflict because Harrell & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the District. In addition, if facts or circumstances arise that could cause the financing to be delayed or fail to close, Harrell & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing. Harrell & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which Harrell & Co. owes to municipal entities such as the District which require Harrell & Co. to put the interests of the District ahead of its own.

Harrell & Co. has determined, after exercising reasonable diligence, that other than described above, Harrell & Co. has no known material conflicts of interest that would impair its ability to provide advice to the District in accordance with its fiduciary duty to municipal entity clients such as the District. To the extent any such material conflicts of interest arise after the date of our engagement Harrell & Co. will inform the District of such conflicts.

The District may terminate Harrell & Co.’s services at any time upon written notice. Harrell & Co. may withdraw from its representation as Municipal Advisor upon written notice to the District subject to the fiduciary duty described above which may require it to continue to represent the District until an appropriate replacement is identified which will depend on the status of the transaction.

Harrell & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Harrell & Co. is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving us. Pursuant to MSRB Rule G-42, Harrell & Co. is required to disclose any legal

or disciplinary event that is material to the District's evaluation of Harrell & Co. or the integrity of its management or advisory personnel. As reflected in Harrell & Co.'s filings with the SEC, Harrell & Co. has determined that no such event exists.

The Act further prohibits underwriters from switching from a financial advisory role in developing a financing to an underwriting role. Harrell & Co. is not engaged in underwriting.

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March 15, 2017

Steve Wickstrum, General Manager  
Casitas Municipal Water District  
1055 Ventura Ave.  
Oak View, CA 93022

Re: Amendment of Agreement for Provision of Legal Services to Provide Bond Counsel Services (the "Amendment")

Dear Mr. Wickstrum:

This letter constitutes an amendment to the Agreement for Provision of Legal Services (the "Agreement"), dated as of February 24, 2012, between Rutan & Tucker, LLP, a limited liability partnership including professional corporations ("Attorney") and Casitas Municipal Water District ("Client"). The purpose of this Amendment is to allow for the provision of Bond Counsel services by Attorney and compensate Attorney for the provision of Bond Counsel Services. In order to accomplish this goal, the Agreement is hereby amended to add Section 11 which reads as follows:

"11. Bond Counsel Services. If, and to the extent the Client so elects, Attorney shall provide Bond Counsel Services to Client in relation to the issuance and delivery of the Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai) 2017 Special Tax Bonds in the approximate amount of \$54,000,000 (the "Bonds") which will be utilized to pay any and all amounts due in relation to the project outlined in Paragraph 1 of this Agreement. Our engagement as Bond Counsel shall require us to complete, at a minimum, the following:


- . Prepare all necessary legal documents including, without limitation, resolutions, fiscal agent agreement, Indenture, and closing documents.
- . Prepare and deliver all necessary legal opinions which are ordinarily and customarily required to be provided by Bond Counsel.
- . Attend Financing Team meetings and Board meetings.
- . Assist in the preparation of Staff Reports for District Board actions.
- . Participate in Rating Agencies' presentations.
- . Participate in all necessary due diligence calls with the Financing Team.

Casitas Municipal Water District  
March 15, 2017  
Page 2

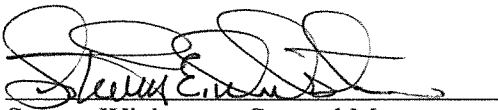
. Provide any and all services reasonably requested and not otherwise set forth above.

The fee for Bond Counsel Services in relation to the issuance of the Bonds shall be a fixed fee of \$95,000. Payment of the fee is contingent on closing and payable from Bond proceeds. In addition to such fees, we would expect to be reimbursed for actual out-of-pocket- expenses associated with the transaction in an amount not to exceed \$2,500. Reimbursed expenses are expected to include shipping, delivery, printing, photocopying, teleconferences, and necessary travel.”

If the terms and conditions of this Amendment to the Agreement are acceptable to the District, please so indicate by execution of this letter.

  
William M. Marticorena, Partner,  
Rutan & Tucker, LLP (“Attorney”)

Accepted:

  
Steven Wickstrup, General Manager,  
Casitas Municipal Water District (“Client”)

WMM:vb

cc: Jeffrey Oderman

March 17, 2017

Steven E. Wickstrum  
General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022

Re: Engagement Letter  
Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai)  
2017 Special Tax Bonds (the "Bonds")

Dear Mr. Wickstrum:

On behalf of Piper Jaffray & Co. ("us" or "Piper"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase agreement. This engagement does not restrict you from using other underwriters respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.


As an underwriter, Piper may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below.

If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below.

Thank you.

Sincerely,



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Katie Koster  
Managing Director  
Piper Jaffray & Co.  
1100 S. Coast Highway, Suite 300A  
Laguna Beach, CA 92651  
[katherine.a.koster@pjc.com](mailto:katherine.a.koster@pjc.com)



Acknowledgement of Approval of Engagement  
and Receipt of Appendix A Disclosures

Steven E. Wickstrum, General Manager  
Casitas Municipal Water District

Date: 3/20/2017

March 17, 2017

Steven E. Wickstrum  
General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022

Re: Engagement Letter  
Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai)  
2017 Special Tax Bonds (the "Bonds")

Dear Mr. Wickstrum:

On behalf of Piper Jaffray & Co. ("us" or "Piper"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase agreement. This engagement does not restrict you from using other underwriters respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.

As an underwriter, Piper may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that affect, or sign and return the enclosed copy of this letter to me at the address set forth below.

If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below.

Thank you.

Sincerely,



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Katie Koster  
Managing Director  
Piper Jaffray & Co.  
1100 S. Coast Highway, Suite 300A  
Laguna Beach, CA 92651  
[katherine.a.koster@pjc.com](mailto:katherine.a.koster@pjc.com)

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Acknowledgement of Approval of Engagement  
and Receipt of Appendix A Disclosures

Steven E. Wickstrum, General Manager  
Casitas Municipal Water District

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

## Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting.

### ***Our Role as Underwriter:***

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- (iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.<sup>1</sup>

### ***Our Compensation:***

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### ***Conflicts of Interest:***

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

***Risk Disclosures:***

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.



## Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds and fixed rate municipal certificates of participation (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

### **Financial Characteristics**

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

*Redemption and Prepayment.* Fixed Rate Bonds may be subject to optional redemption/prepayment, which allows you, at your option, to redeem/prepay some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption/prepayment only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption/prepayment price set forth in the Fixed Rate Bonds, which may include a redemption/prepayment premium. You will be required to send out a notice of optional redemption/prepayment to the holders of the Fixed Rate Bonds, usually not less than 30 days prior to the redemption/prepayment date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption/prepayment, which requires you to redeem/prepay specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption/prepayment price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed/prepaid.

### **Security**

#### *Community Facilities District Special Tax Bonds*

“Community Facilities District Special Tax Bonds” are debt securities to which special taxes on certain property are levied to pay principal and interest. The District is limited to levying the tax up to a specified maximum amount and only on property within the Community Facilities District.

In the event of delinquencies of the special taxes by a property owner, the District may be required to commence foreclosure proceedings against that property in order to generate sufficient funds to pay debt service on the Bonds.

## **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

### **Risk of Default and Fiscal Stress**

You may be in default if the funds pledged to secure your Fixed Rate Bonds are not sufficient to pay debt service on the Fixed Rate Bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the Fixed Rate Bonds.

Fixed Rate Bonds payable from the general fund, particularly Fixed Rate Bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General fund obligations require that debt service be appropriated by your governing body on an annual basis. If your governing body decides not to appropriate payments for debt service, you will be in violation of your bond covenants and your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance. In addition, the trustee (on behalf of the bondholders) will pursue all remedies available by law including repossession of any leased assets.

For all Fixed Rate Bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer Fixed Rate Bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

### **Redemption/prepayment Risk**

Your ability to redeem/prepay the Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption/prepayment provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

### **Refinancing Risk**

If your financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those Fixed Rate Bonds when required. Further, limitations in the federal tax rules on advance refunding of Fixed Rate Bonds (an advance refunding of Fixed Rate Bonds occurs when tax-exempt Fixed Rate Bonds are refunded more than 90 days prior to the date on which those Fixed Rate Bonds may be retired) may restrict your ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the Fixed Rate Bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the Fixed Rate Bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt Fixed Rate Bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt Fixed Rate Bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt Fixed Rate Bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the Fixed Rate Bonds, which may result in an increase in the interest rate that you pay on the Fixed Rate Bonds or the mandatory redemption/prepayment of the Fixed Rate Bonds. The IRS also may audit you or your Fixed Rate Bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you are subject to audit, the market price of your Fixed Rate Bonds may be adversely affected. Further, your ability to issue other tax-exempt Fixed Rate Bonds also may be limited.

# Agreement for Legal Services

## Disclosure Counsel

### CASITAS MUNICIPAL WATER DISTRICT Community Facilities District 2013-1 2017 Special Tax Bonds (Ojai)

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this 12<sup>th</sup> day of April, 2017, by and between the CASITAS MUNICIPAL WATER DISTRICT (the "District"), and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys").

#### RECITALS:

WHEREAS, the District has formed a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, known as the Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai) (the "CFD"), and anticipates the issuance of special tax bonds (the "Bonds") for the CFD; and

WHEREAS, the District requires the services of disclosure counsel in connection with the issuance of the Bonds;

WHEREAS, the District has determined that Attorneys are specially trained and experienced to provide services for accomplishing such issuance and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services.

#### AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

Section 1. Duties of Attorneys. Attorneys shall provide legal services as disclosure counsel in connection with the preparation of the official statement to be used in connection with the offering and sale of the Bonds (the "Official Statement"), a continuing disclosure certificate and the bond purchase agreement between the District and the underwriter of the Bonds. Such services shall include the following:

(a) Review the Official Statement (both preliminary and final) to be prepared by the District's Municipal Advisor in connection with the offering of the Bonds;

(b) Confer and consult with the officers and administrative staff of the District as to matters relating to the Official Statement;

(c) Participate in the administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement(it being expected that such meetings will be conducted by group conference calls);

(d) Review the continuing disclosure certificate to be prepared by the District's Municipal Advisor in connection with the Bonds;

(e) On behalf of the District, prepare the bond purchase agreement between the District and the underwriter of the Bonds in a form which is acceptable to the District and the underwriter of the Bonds; and

(f) Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the District and the underwriter of the Bonds to the effect that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, in the course of Attorneys participation in the preparation of the Official Statement Attorneys have been in contact with representatives of the District and others concerning the contents of the Official Statement and related matters, and, based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the Official Statement or the date of the closing for the Bonds contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 2. Compensation. For the services described in Section 1, Attorneys shall be paid a fee of \$35,000.00. *Payment of said fee shall be entirely contingent upon the issuance of the Bonds, shall be due and payable upon the delivery of the Bonds and shall be payable solely from the proceeds of the Bonds and from no other funds of the District.*

Section 3. Exceptions. The District has retained another law firm to provide bond counsel services with respect to the issuance of the Bonds, and the services of Attorneys do not include any of the services customarily provided by bond counsel. Any services rendered in any litigation involving the District, the CFD, or the financing proceedings relating to the Bonds are excepted from the services to be rendered for the above compensation. On-going advice and preparation of necessary documentation regarding the continuing disclosure requirements of the Securities and Exchange Commission are also excepted from the services to be rendered for the above compensation. For any such services mentioned in this Section 3 which Attorneys are directed to render for and on behalf of the District, compensation shall be on the basis of reasonable fees to be agreed upon by the District and Attorneys.

Section 4. Responsibilities of the District. The District shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the District related to the formation of the CFD and the issuance of the Bonds. All costs and expenses incurred by the District incidental to the issuance of the Bonds, including the fees and expenses of bond counsel, the Municipal Advisor, and the special tax consultant shall be paid by the District, and shall not be the responsibility of the Attorneys.

Section 5. Termination of Agreement. This Agreement for Legal Services may be terminated at any time by the District, with or without cause, upon written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the District, become its property and shall be delivered by Attorneys to the District.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement shall be valid unless in writing and signed by both of the parties hereto.

Section 7. Entire Agreement. This Agreement contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Steven E. Wickstrum, General manager

QUINT & THIMMIG LLP

By \_\_\_\_\_  
Paul J. Thimmig, Partner

## MEMORANDUM

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TO: Steve Wickstrum, General Manager  
FROM: Carol Belser, Parks Services Manager  
RE: PARK RANGER POLICY MANUAL  
DATE: April 4, 2017

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### RECOMMENDATION

It is recommended that the Board of Directors review and approve changes as presented for the Park Ranger Policy Manual.

### BACKGROUND

At the May 25, 2016 meeting of the Board of Directors, the Board continued their evaluation of authorizing the employment of qualified Casitas employees with limited peace officer authority under the California Water Code 71341.5 and Penal Code 830.34(d). At that meeting the Board approved Ordinance 16-01 "An Ordinance of the Casitas Municipal Water District Establishing Rules and Regulations for Public Use of the Lake Casitas Recreation Area" granting peace officer authority for Park Rangers under Penal Code 830.34(d). Additionally at that meeting the Board approved the job classifications of Park Ranger I,II, III and IV. During the process and through Board discussions it was specifically requested by the Board to review the proposed policies for the new Park Rangers prior to implementation.

Casitas contracted the services of Lexipol LLC., as recommended by Special Counsel, of Lawrence Beach Allen and Choi to draft a Park Ranger Policy Manual specific to the Casitas Municipal Water District using the expertise and template of policies provided by Lexipol. The December 14, 2016 draft, was a custom policy manual and the product of collaborative effort between Lexipol professional staff, and review and comment by Special Counsel, Casitas General Manager, Casitas Human Resources Manager, and Casitas personnel. The manual was distributed to SEIU Local 721.

On December 14, 2016 the Board formed an ad hoc committee consisting of two Board members who reviewed the December 14, 2016 draft on January 18 and January 27, 2017, along with District Counsel, the General Manager, the Parks Services Manager and the Division Officer. Changes to the manual resulted in a new version referred to as the January 30, 2017 draft.



The January 30, 2017 version was then distributed to SEIU Local 721. SEIU 721 set up a team of selected staff members to participate in the review process of meet and confer. The SEIU and staff team requested many changes; however Casitas' Special Counsel advised against change, but concurs and/or recommends the changes presented in blue ink. Typographical errors have been corrected. This draft is referred to as the April 4, 2017 draft.

## **ANALYSIS**

The Park Ranger Policy Manual is the critical component to the Park Ranger implementation and integration into the Lake Casitas Recreation Area staffing structure as discussed by the Board at the September 14, 2016 meeting. The Park Ranger Policy Manual is a living document. Through the contract with Lexipol, Casitas will receive ongoing support and will be provided with recommended policy updates as law and case law change law enforcement practices, as well as daily bulletins options and a mechanism for documenting staff's review of updates, new and deleted policies. As changes are made per policy, Casitas will encourage open communication with SEIU Local 721 members as policy updates are made.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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#### **PARK SERVICES MANAGER PREFACE**

This Casitas Park Ranger Manual is intended to provide direction and accountability only to sworn peace officers hereafter referred to as Park Rangers. Park Rangers are ambassadors of the Lake Casitas Recreation Area and the surrounding lands within their Jurisdiction with the primary objective to protect the water quality of Lake Casitas and the area's flora and fauna while ensuring public safety. Park Rangers have a unique role to serve and educate the visiting public while enforcing Casitas Ordinances. Park Rangers work closely and depend on the Ventura County Sheriff's Office and federal law enforcement to fulfil the objectives with integrity and professionalism.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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#### **PARK RANGER LAW ENFORCEMENT CODE OF ETHICS**

As a Park Ranger with limited peace officer authority, my fundamental duty is to serve the Casitas Municipal Water District, protect the water quality of Lake Casitas, the visiting public and the employees within the recreation area; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of Park Ranger service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other Park Rangers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession . . . a Casitas Municipal Water District Park Ranger.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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#### **CASITAS PARK RANGER MISSION STATEMENT**

Our highly trained and motivated Casitas Park Rangers are committed to protect the resources of the Lake Casitas Recreation Area, Lake Casitas' water quality and the open space lands within their Jurisdiction in balance with providing a safe and enjoyable recreation experience for the visiting public.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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#### **DEFINITIONS**

The following words and terms shall have these assigned meanings throughout the Park Ranger Policy Manual, unless it is apparent from the content that they have a different meaning:

**Adult** - Any person 18 years of age or older.

**Casitas** - Casitas Municipal Water District.

**CCR** - California Code of Regulations (Example: 15 CCR 1151).

**CHP** - The California Highway Patrol.

**CFR** - Code of Federal Regulations.

**District** - Casitas Municipal Water District.

**Civilian** - Employees and volunteers who are not sworn peace officers.

**Control 2** - Refers to the civilian staff who work the front entrance kiosk of the Lake Casitas Recreation Area.

**Department** - Casitas Municipal Water District - Recreation Department.

**Dispatcher** - The person who passes on information to a responding Park Ranger or other personnel.

**District Lands** - All lands, structures, improvements and waters owned, controlled or managed by Casitas Municipal Water District.

**Division** - The Park Ranger branch of the department

**DMV** - The Department of Motor Vehicles.

**Employee** - Any person employed by the District or department.

**Jurisdiction** - The boundaries within the Casitas Reservoir Lands and the Open Space "Title IV Lands" that also include the Lake Casitas Recreation Area. The jurisdiction outlines the limited peace officer authority of Park Rangers. See Attached Jurisdiction Boundary Map Exhibit A.

**Juvenile** - Any person under the age of 18 years.

**Manual** - The Casitas Municipal Water District Park Ranger Policy Manual.

**Management** - Management personnel of the Casitas Municipal Water District. It includes the General Manager, Human Resources Manager, Park Services Manager and the other managers serving in that official capacity.

**May** - Indicates a permissive, discretionary or conditional action.

**Member** - Any civilian personnel employed or appointed by the Casitas Municipal Water District, including:

- Full and part-time employees
- Volunteers

# Casitas Municipal Water District

## Policy Manual

### Definitions

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- Elected Officials

**Park Ranger** - Those employees, regardless of rank or title, who are sworn peace officers of the Casitas Municipal Water District.

**On-duty** - A Park Ranger's status during the period when he/she is actually engaged in the performance of his/her assigned duties.

**Order** - A written or verbal instruction issued by a superior.

**Ordinance** - The Casitas Municipal Water District Board Director's current and approved "An Ordinance Of The Casitas Municipal Water District Establishing Rules And Regulations For The Public Use Of The Lake Casitas Recreation Area".

**POST** - The California Commission on Peace Officer Standards and Training.

**Rank** - The title of the classification held by a Park Ranger.

**Shall or will** - Indicates a mandatory action.

**Should** - Indicates a generally required or expected action, absent a rational basis for failing to conform.

**Supervisor** - A person in a position of authority that may include responsibility for directing the work of other Park Rangers or members or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., [Park Ranger Supervisor](#), Park Ranger-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

When there is only one Park Ranger on-duty, that person may also be the supervisor, except when circumstances reasonably require the notification or involvement of the Park Ranger's off-duty supervisor or an on-call supervisor.

**USC** - United States Code.

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## Park Ranger Policy Manual

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## Chapter 1 - Law Enforcement Role and Authority

## Park Ranger Authority

### 100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the authority of the Park Rangers of the Casitas Municipal Water District to perform their functions based on established legal authority.

### 100.2 POLICY

It is the policy of the Casitas Municipal Water District to limit the Park Rangers to only exercise the authority granted to them by law.

It is the policy of Casitas Municipal Water District to limit the Park Rangers boundaries of authority to be only within the boundaries of the Jurisdiction as defined and as set forth in this Park Ranger Policy Manual.

While this department recognizes the power of peace officers to make arrests and take other enforcement action, Park Rangers are encouraged to use sound discretion in the enforcement of the law. This department does not tolerate the abuse of law enforcement authority.

Park Rangers will generally patrol in clearly marked vehicles and vessels, patrol assigned jurisdictional areas, respond to calls for assistance, act as a deterrent to crime, enforce Casitas' Ordinance, state, federal and local laws and respond to emergencies 24 hours per day seven days per week.

### 100.3 PARK RANGER LIMITED PEACE OFFICER POWERS

The California Water Code Section 71341.5 authorizes the Casitas Municipal Water District Board of Directors to appoint Park Rangers as peace officers. Park Rangers are sworn officers by authority of Penal Code Section 830.34(d). Sworn Park Rangers of this department are authorized to exercise peace officer powers pursuant to applicable state law Penal Code § 830.34 (d).

The role of the Park Ranger as a peace officer is to enforce the Casitas Municipal Water District's Ordinance for the Public use of the Lake Castias Recreation Area, and applicable federal, state and local laws directly related to the protection and safe use of District lands. Park Rangers have limited peace officer powers. These powers apply only while the Park Ranger is on duty and in the performance of their duties while within the Jurisdiction boundaries.

#### 100.3.1 ARREST AUTHORITY OUTSIDE THE JURISDICTION

On-duty arrests will not be made outside the Jurisdiction as defined. On-duty Park Rangers who discover criminal activity outside the Jurisdiction as defined shall, when circumstances permit, report the activity to the agency having primary jurisdiction.

On-duty Park Rangers will not conduct investigations nor make arrests outside the Jurisdiction boundaries.

# Casitas Municipal Water District

## Park Ranger Policy Manual

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#### *Park Ranger Authority*

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#### 100.3.2 ARREST AUTHORITY WITHIN THE JURISDICTION

The arrest authority within the District is governed by Penal Code Section Penal Code § 830.34. (d) and the Casitas Municipal Water District Ordinances.

- (a) Park Rangers coming into contact with subjects having active arrest warrants will immediately notify the Ventura County Sheriff's Office and allow that agency to further investigate and if necessary arrest the subject.

#### **100.4 CONSTITUTIONAL REQUIREMENTS**

All Park Rangers shall observe and comply with every person's clearly established rights under the United States and California Constitutions.

## Oath of Office

### 101.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that oaths, when appropriate, are administered to Park Rangers.

#### 101.1.1 OATH OF OFFICE

Upon employment, all sworn Park Rangers shall be required to affirm the oath of office expressing commitment and intent to respect constitutional rights in discharging the duties of a law enforcement officer (Cal. Const. Art. 20, § 3; Government Code § 3102). The oath shall be as follows:

I, (employee name), do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

## Park Ranger Policy Manual

### 102.1 PURPOSE AND SCOPE

The Park Ranger Policy Manual of the Casitas Municipal Water District is hereby established and shall be referred to as the Policy Manual or the Park Ranger Policy Manual. The manual is a statement of the current policies, rules and guidelines for Park Rangers. All Park Rangers are to conform to the provisions of this manual.

All prior and existing manuals, orders and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect, provided that they do not conflict with the provisions of this manual.

### 102.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that the work of law enforcement is not always predictable and circumstances may arise which warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to Park Rangers under the circumstances reasonably available at the time of any incident and what is set forth in this policy.

#### 102.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Casitas Municipal Water District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials, Park Rangers or members. Violations of any provision of any policy contained within this manual shall only form the basis for department administrative action, training or discipline. The Casitas Municipal Water District reserves the right to revise any policy content, in whole or in part.

### 102.3 AUTHORITY FOR PARK RANGER MANUAL

The General Manager or his/her designee shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The General Manager's authorized designee is the Park Services Manager who is authorized to issue Memorandums and updates, which shall modify those provisions of the manual to which they pertain. Memorandums shall remain in effect until such time as they may be permanently incorporated into the manual.

### 102.4 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all Park Rangers on the department network for viewing and printing. No changes shall be made to the manual without authorization from the General Manager or the authorized designee.

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## Park Ranger Policy Manual

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#### *Park Ranger Policy Manual*

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Each Park Ranger shall acknowledge that he/she has been provided access to, and has had the opportunity to review the Policy Manual and Memorandums. Park Rangers shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

#### **102.5 PERIODIC REVIEW OF THE POLICY MANUAL**

The Park Services Manager will ensure that the Policy Manual is periodically reviewed and updated annually.

#### **102.6 REVISIONS TO POLICIES**

All revisions to the Policy Manual will be provided to each Park Ranger on or before the date the policy becomes effective. Each Park Ranger will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from the Park Ranger supervisor as needed.

Park Rangers are responsible for keeping abreast of all Policy Manual revisions.

Each Ranger Supervisor will ensure that Park Rangers under his/her command are aware of any Policy Manual revision.

All Park Rangers suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their Ranger Supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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## Chapter 2 - Organization and Administration



## Organizational Structure and Responsibility

### 200.1 PURPOSE AND SCOPE

The organizational structure of this department is designed to create an efficient means to accomplish our mission and goals and to provide for the best possible service to the public.

### 200.2 DEPARTMENTS

The Park Services Manager is responsible for administering and managing the Park Rangers.

#### 200.2.1 PARK RANGERS DIVISION

The Park Rangers Division is commanded by a Ranger Supervisor, who is designated by the Park Services Manager whose primary responsibility is to provide general management direction and control for the Park Rangers Division. The Park Rangers Division consists of uniformed patrol and Control 2 and assigned support staff and assistants.

#### 200.2.2 OUTSIDE LAW ENFORCEMENT

The Ventura County Sheriff's Office and/or state and federal law enforcement provide integral law enforcement support services for Park Rangers upon request or when notified of public safety issues that are outside the Jurisdiction and investigation authority of Park Rangers.

### 200.3 COMMAND PROTOCOL

#### 200.3.1 SUCCESSION OF COMMAND

The Park Services Manager exercises command over all personnel in the department. During planned absences or unavailability the Park Services Manager will designate a Ranger Supervisor or qualified department employee such as another Park Ranger to serve as the acting Park Services Manager.

#### 200.3.2 UNITY OF COMMAND

The principles of unity of command ensure efficient supervision and control within the department. Generally, each Park Ranger ~~or member~~ shall be accountable to one supervisor at any time for a given assignment or responsibility. Except where specifically delegated authority may exist by policy or special assignment (e.g., Park Service Officer, Casitas Water Adventure, Maintenance Division, Guest Services), any supervisor may temporarily direct any subordinate if an operational necessity exists.

#### 200.3.3 ORDERS

Park Rangers shall respond to and make a good faith and reasonable effort to comply with the lawful order of superior officers and other proper authority.

## Memorandums

### 201.1 PURPOSE AND SCOPE

Memorandums establish an interdepartmental communication that may be used by the Park Services Manager to make immediate changes to policy and procedure consistent with the current Memorandum of Understanding and as permitted by Government Code § 3500 et seq. Memorandums will immediately modify or change and supersede sections of this manual to which they pertain.

#### 201.1.1 MEMORANDUM PROTOCOL

Memorandums will be incorporated into the manual as required upon approval of the General Manager. Memorandums will modify existing policies or create a new policy as appropriate and will be rescinded upon incorporation into the manual.

All existing Memorandums have now been incorporated in the updated Policy Manual as of the below revision date.

Any Memorandums issued after publication of the manual shall be numbered consecutively starting with the last two digits of the year, followed by the number 01. For example, 18-01 signifies the first Memorandum for the year 2018.

### 201.2 RESPONSIBILITIES

#### 201.2.1 GENERAL MANAGER AND PARK SERVICES MANAGER

The General Manager shall issue all Memorandums. The Park Services Manager may develop and bring for award a memorandum for General Manager's authorization.

### 201.3 ACCEPTANCE OF MEMORANDUMS

All Park Rangers are required to read and obtain any necessary clarification of all Memorandums. All Park Rangers are required to acknowledge in writing the receipt and review of any new Memorandum. Signed acknowledgement forms and/or e-mail receipts showing a Park Ranger's acknowledgement will be maintained by the Ranger Supervisor.

# Emergency Response Plan

## 202.1 PURPOSE AND SCOPE

The District has prepared an Emergency [Response Action](#) Plan for use by all District Park Rangers in the event of a major disaster or other emergency event. The plan provides for a strategic response by all Park Rangers and assigns specific responsibilities in the event that the plan is activated (Government Code § 8610).

## 202.2 ACTIVATING THE EMERGENCY PLAN

The Emergency [Response Action](#) Plan can be activated on the order of the official designated by local ordinance.

### 202.2.1 RECALL OF PERSONNEL

In the event that the Emergency [Response Action](#) Plan is activated, all Park Rangers of the Casitas Municipal Water District are subject to immediate recall. Park Rangers may also be subject to recall during extraordinary circumstances as deemed necessary by the General Manager or the authorized designee.

Failure to promptly respond to an order to report for duty may result in discipline.

## 202.3 LOCATION OF THE PLAN

The Emergency [Response Action](#) Plan is available in Management and the Ranger Supervisor's office. All supervisors should familiarize themselves with the Emergency [Response Action](#) Plan. The Park Services Manager should ensure that department personnel are familiar with the roles other personnel will play when the plan is implemented.

## 202.4 UPDATING OF MANUALS

The Park Services Manager or designee shall review the Emergency [Response Action](#) Plan Manual at least once every two years to ensure that the manual conforms to any revisions made by the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS) and should appropriately address any needed revisions.

## Training Policy

### 203.1 PURPOSE AND SCOPE

It is the policy of this department to administer a training program that will provide for the professional growth and continued development of its personnel. By doing so, the Park Ranger Supervisor will ensure Park Rangers possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

### 203.2 PHILOSOPHY

The Division seeks to provide ongoing training and encourages all personnel to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, requirements of a given assignment, staffing levels, and legal mandates. Whenever possible, the Park Ranger Division will use courses certified by the California Commission on Peace Officer Standards and Training (POST).

### 203.3 OBJECTIVES

The objectives of the Training Program are to:

- (a) Enhance the level of law enforcement service to the public
- (b) Increase the technical expertise and overall effectiveness of our personnel
- (c) Provide for continued professional development of department personnel

### 203.4 TRAINING PLAN

A training plan will be developed and maintained by the Ranger Supervisor. It is the responsibility of the Ranger Supervisor to maintain, review, and update the training plan on an annual basis. The plan will address but is not limited to the following areas and may include the below in the form of a checklist, spreadsheet, certification, qualification form or combination of these documents and or electric files.

State Mandated Training

Professional Level First Aid/CPR/AED

Use of Equipment

Use of Force

Invasive Species Prevention/Control and Management

Emergency Situations and Evacuations of the LCRA

Wildlife Handling and Issues

Dog Encounters

Fire Mitigation Procedures

# Casitas Municipal Water District

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#### *Training Policy*

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Boating Related Laws and Equipment

De-Escalation Techniques

#### **203.5 TRAINING COMMITTEE**

The Ranger Supervisor shall establish a Training Committee, which will serve to assist with identifying training needs for the department.

The Training Committee shall be comprised of at least three representatives, with the senior ranking representative of the committee acting as the chairperson. Representatives should be selected based on their abilities at post-incident evaluation and at assessing related training needs. The Ranger Supervisor may remove or replace representatives of the committee at his/her discretion.

The Training Committee should review certain incidents to determine whether training would likely improve future outcomes or reduce or prevent the recurrence of the undesirable issues related to the incident. Specific incidents the Training Committee should review include, but are not limited to:

- (a) Any incident involving the death or serious injury of a customer, Park Ranger or member.
- (b) Incidents involving a high risk of death, serious injury or civil liability.
- (c) Incidents identified by a supervisor as appropriate to review to identify possible training needs.

The Training Committee should convene on a regular basis as determined by the Ranger Supervisor to review the identified incidents. The committee shall determine by consensus whether a training need exists and then submit written recommendations of its findings to the Ranger Supervisor. The recommendation should not identify specific facts of any incidents, such as identities of Park Rangers involved or the date, time and location of the incident, but should focus on the type of training being recommended.

The Ranger Supervisor will consider the recommendations of the committee and determine what training should be addressed, taking into consideration the mission of the department and available resources.

#### **203.6 TRAINING PROCEDURES**

- (a) All Park Rangers assigned to attend training shall attend as scheduled unless previously excused by their immediate supervisor. Excused absences from mandatory training should be limited to the following:
  - 1. Court appearances
  - 2. First choice vacation

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

#### *Training Policy*

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3. Sick leave
  4. Physical limitations preventing the Park Ranger's participation.
  5. Emergency situations
- (b) When a Park Ranger is unable to attend mandatory training, that Park Ranger shall:
1. Notify his/her supervisor as soon as possible but no later than one hour prior to the start of training.
  2. Document his/her absence in a memorandum to his/her supervisor.
  3. Make arrangements through his/her supervisor and the Ranger Supervisor to attend the required training on an alternate date.

#### **203.7 DAILY TRAINING BULLETINS**

The Lexipol Daily Training Bulletins (DTBs) is a web-accessed system that provides training on the Policy Manual and other important topics. Generally, one training bulletin is available for each day of the month. However, the number of DTBs may be adjusted by the Ranger Supervisor.

Park Rangers assigned to participate in DTBs should only use the password and login name assigned to them by the Ranger Supervisor. Park Rangers should not share their password with others and should frequently change their password to protect the security of the system. After each session, Park Rangers should log off the system to prevent unauthorized access. The content of the DTBs is copyrighted material and shall not be shared with others outside of the department.

Park Rangers who are assigned to participate in the DTB program should complete each DTB at the beginning of their shift or as otherwise directed by their supervisor. Park Rangers should not allow uncompleted DTBs to build up over time. Park Rangers may be required to complete DTBs missed during extended absences (e.g., vacation, medical leave) upon returning to duty. Although the DTB system can be accessed from any Internet active computer, Park Rangers shall only take DTBs as part of their on-duty assignment unless directed otherwise by a supervisor.

Supervisors will be responsible for monitoring the progress of personnel under their command to ensure compliance with this policy.

#### **203.8 CASITAS SAFETY OFFICER ASSIGNED TRAINING**

All Casitas personnel are subject to on-going training as assigned by the Safety Officer. Training assigned by the Safety Officer is mandatory, and considered congruent to any and all aforementioned training protocols.

## Electronic Mail

### 204.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the department's electronic mail (email) system by the Park Rangers of this department. Email is a communication tool available to Park Rangers to enhance efficiency in the performance of job duties and is to be used in accordance with generally accepted business practices and current law (e.g., California Public Records Act). Messages transmitted over the email system must only be those that involve official business activities or contain information essential to Park Rangers for the accomplishment of business-related tasks and/or communication directly related to the business, administration, or practices of the department.

### 204.2 EMAIL RIGHT OF PRIVACY

All email messages, including any attachments, that are transmitted over department networks are considered department records and therefore are department property. The department reserves the right to access, audit or disclose, for any lawful reason, any message including any attachment that is transmitted over its email system or that is stored on any department system.

The email system is not a confidential system since all communications transmitted on, to or from the system are the property of the department. Therefore, the email system is not appropriate for confidential communications. If a communication must be private, an alternative method to communicate the message should be used instead of email. Park Rangers using the department's email system shall have no expectation of privacy concerning communications utilizing the system.

Park Rangers should not use personal accounts to exchange email or other information that is related to the official business of the department.

### 204.3 PROHIBITED USE OF EMAIL

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive and harassing or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire department are only to be used for official business related items that are of particular interest to all users and must be approved by the Park Services Manager or a Ranger Supervisor. Personal advertisements are not acceptable.

It is a violation of this policy to transmit a message under another user's name. Users are strongly encouraged to log off the network when their computer is unattended. This added security measure would minimize the misuse of an individual's email, name and/or password by others.

### 204.4 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under the California Public Records Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

## **Administrative Communications**

### **205.1 PURPOSE AND SCOPE**

Administrative communications of this department are governed by the following policies.

### **205.2 MEMORANDUMS**

Memorandums may be issued periodically by the Park Services Manager to announce and document all promotions, transfers, hiring of new personnel, separations, personnel and group commendations, or other changes in status.

### **205.3 CORRESPONDENCE**

In order to ensure that the letterhead and name of the department are not misused, all external correspondence shall be on department letterhead. All department letterhead shall bear the signature element of the Park Services Manager or designated Park Ranger. Park Rangers should use department letterhead only for official business and with approval of their supervisor.

### **205.4 SURVEYS**

All surveys made in the name of the department shall be authorized by the Park Services Manager.



# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

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## Chapter 3 - General Operations

## 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 Park Ranger 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. Park Rangers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Park Rangers 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 Park Rangers 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 Park Ranger present and observing another Park Ranger 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. A Park Ranger who observes another Park Ranger use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

### 300.3 USE OF FORCE

Park Rangers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the Park Ranger at the time of the event to accomplish a legitimate law enforcement purpose consistent with their training, enforcement duties and applicable state and federal laws.

The reasonableness of force will be judged from the perspective of a reasonable Park Ranger on the scene at the time of the incident. Any evaluation of reasonableness must allow for the

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fact that Park Rangers are often forced to make split-second decisions about the amount of force 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 a Park Ranger might encounter, Park Rangers 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 Park Rangers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the department. Park Rangers 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 a Park Ranger to retreat or be exposed to possible physical injury before applying reasonable force.

#### 300.3.1 DE-ESCALATION TECHNIQUES AND USE OF FORCE TO EFFECT AN ARREST

De-escalation techniques may enable Park Rangers to gain additional time and options to potentially reduce the necessity of using force to detain, arrest, or address a threat while also maintaining control over the situation. Note: De-escalation does not require that a Park Ranger compromise his or her safety or increase the risk of physical harm to the public. De-escalation techniques should only be used when it is safe and prudent to do so.

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 a Park Ranger 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 a Park Ranger 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 Park Rangers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the Park Ranger at the time.
- (c) Park Ranger/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of Park Rangers available vs. subjects).
- (d) The effects of drugs or alcohol.

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- (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 such as de-escalation techniques.
- (i) Seriousness of the suspected offense or reason for contact with the individual.
- (j) Training and experience of the Park Ranger.
- (k) Potential for injury to Park Rangers, suspects and others.
- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the Park Ranger.
- (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 Park Ranger 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

After de-escalation techniques have been used and exhausted, pain compliance techniques may be effective in controlling a physically or actively resisting individual. Park Rangers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Park Rangers 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 Park Ranger.
- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the Park Ranger determines that compliance has been achieved.

#### 300.3.4 USE OF FORCE TO SEIZE EVIDENCE

In general, Park Rangers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, Park Rangers they shall not use force solely to prevent a person from swallowing evidence or contraband.

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#### **300.4 REPORTING THE USE OF FORCE**

Any use of force by a Park Rangershall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The Park Ranger 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.

##### **300.4.1 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 Park Ranger 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) An application of handcuffs.
- (f) The individual subjected to the force was rendered unconscious.
- (g) An individual was struck or kicked.
- (h) An individual alleges any of the above has occurred.

##### **300.4.2 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE**

The Assistant to the General Manager or General 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.

#### **300.5 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 Park Rangers. 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.
- (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.

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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.

#### **300.5.1 RANGER SUPERVISOR RESPONSIBILITY**

The Ranger Supervisor 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.

#### **300.6 TRAINING**

Park Rangers will receive periodic training on this policy and demonstrate their knowledge and understanding.

#### **300.7 USE OF FORCE ANALYSIS**

At least annually, the Ranger Supervisor should prepare an analysis report on use of force incidents. The report should be submitted to the Park Services Manager. The report should not contain the names of Park Rangers, suspects or case numbers, and should include:

- (a) The identification of any trends in the use of force by Park Rangers.
- (b) Training needs recommendations.
- (c) Equipment needs recommendations.
- (d) Policy revision recommendations.

## Use of Force Review Panels

### 301.1 PURPOSE AND SCOPE

This policy establishes a process for the Casitas Municipal Water District to review the use of force by Park Rangers.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or evaluation of the use of deadly force.

### 301.2 POLICY

The Casitas Municipal Water District will objectively evaluate the use of force by Park Rangers to ensure that their authority is used lawfully, appropriately and is consistent with training and policy.

### 301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

Generally, whenever a Park Ranger's actions or use of force in an official capacity, or while using department equipment, results in death or very serious injury to another, that Park Ranger will be placed in a temporary administrative assignment pending an administrative review.

### 301.4 REVIEW PANEL

The Use of Force Review Panel will be convened when the use of force by a Park Ranger results in very serious injury or death to another.

~~The Use of Force Review Panel will also investigate and review the circumstances surrounding any discharge of a firearm, whether the Park Ranger was on-duty or off-duty, excluding training or recreational use.~~

The Park Services Manager may request the Use of Force Review Panel to investigate the circumstances surrounding any use of force incident.

The Ranger Supervisor will convene the Use of Force Review Panel as necessary. It will be the responsibility of the Ranger Supervisor of the involved Park Ranger to notify the Park Services Manager and General Manager of any incidents requiring panel review. The Ranger Supervisor will also ensure that all relevant reports, documents and materials are available for consideration and review by the Panel.

#### 301.4.1 COMPOSITION OF THE PANEL

The Park Services Manager should select Use of Force Review Panel representatives from the following, as appropriate and may include a representative of the Ventura County Sheriff's Office:

- Ranger Supervisor
- Non-administrative supervisor
- Ventura County Sheriff's Office employee

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- A peer Park Ranger

The senior ranking command representative who is not in the same division as the involved Park Ranger will serve as chairperson.

#### 301.4.2 RESPONSIBILITIES OF THE PANEL

The Use of Force Review Panel is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

The Panel representatives may request further investigation, request reports be submitted for the board's review, call persons to present information and request the involved Park Ranger to appear. The involved Park Ranger will be notified of the meeting of the Panel and may choose to have a representative through all phases of the review process.

The panel does not have the authority to recommend discipline.

The Park Services Manager will determine whether the Panel should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges the decision not to file criminal charges, or any other action. The Panel should be provided all relevant available material from these proceedings for its consideration.

Absent an express waiver from the Park Ranger, no more than two representatives of the Panel may ask questions of the involved Park Ranger (Government Code § 3303). Other panel representatives may provide questions to be asked of the involved Park Ranger.

The review shall be based upon those facts which were reasonably believed or known by the Park Ranger at the time of the incident, applying any legal requirements, department policies, procedures and approved training to those facts. Facts later discovered but unknown to the Park Ranger at the time shall neither justify nor call into question a Park Ranger's decision regarding the use of force.

Any questioning of the involved Park Ranger conducted by the Panel will be in accordance with the department's disciplinary procedures, the current collective bargaining agreement and any applicable state or federal law.

The Panel shall make one of the following recommended findings:

- (a) The Park Ranger's actions were within department policy and procedure.
- (b) The Park Ranger's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the Panel. The Panel may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The Panel chairperson will submit the written recommendation to the Park Services Manager.



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The Park Services Manager shall review the recommendation, make a final determination as to whether the Park Ranger's actions were within policy and procedure and will determine whether any additional actions, investigations or reviews are appropriate. The Park Services Manager's final findings will be forwarded to Ranger Supervisor for review and appropriate action. If the Park Services Manager concludes that discipline should be considered, a disciplinary process will be initiated.

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Park Services Manager.

## Handcuffing and Restraints

### 302.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of handcuffs during detentions and arrests.

### 302.2 POLICY

The Casitas Municipal Water District authorizes the use of restraint devices in accordance with this policy, the Use of Force Policy and department training. Restraint devices shall not be used to punish, to display authority or as a show of force.

### 302.3 USE OF RESTRAINTS

Only Park Rangers who have successfully completed Casitas Municipal Water District-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, Park Rangers should carefully balance officer safety concerns with factors that include, but are not limited to:

- The circumstances or crime leading to the arrest.
- The demeanor and behavior of the arrested person.
- The age and health of the person.
- Whether the person is known to be pregnant.
- Whether the person has a hearing or speaking disability. In such cases, consideration should be given, safety permitting, to handcuffing to the front in order to allow the person to sign or write notes.
- Whether the person has any other apparent disability.

#### 302.3.1 RESTRAINT OF DETAINEES

Situations may arise where it may be reasonable to restrain an individual who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to assure the safety of Park Rangers and others. When deciding whether to remove restraints from a detainee, Park Rangers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

#### 302.3.2 RESTRAINT OF PREGNANT PERSONS

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety and in no event shall these persons be restrained by the use of leg irons, waist chains or handcuffs behind the body.

No person who is in labor, delivery or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized

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determination that such restraints are necessary for the safety of the arrestee, Park Rangers or others (Penal Code § 3407; Penal Code § 6030).

#### 302.3.3 RESTRAINT OF JUVENILES

A juvenile under 14 years of age should not be restrained unless he/she is suspected of a dangerous felony or when the Park Ranger has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the Park Ranger or damage property.

#### **302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS**

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

Although recommended for most arrest situations, handcuffing is discretionary and not an absolute requirement of the department. Park Rangers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, Park Rangers should not conclude that in order to avoid risk every person should be handcuffed, regardless of the circumstances.

In most situations handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the individual or may cause unreasonable discomfort due to the person's size, Park Rangers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable.

#### **302.5 REQUIRED DOCUMENTATION**

If an individual is restrained and released without an arrest, the Park Ranger shall document the details of the detention and the need for handcuffs or other restraints.

If an individual is arrested, the use of restraints other than handcuffs shall be documented in the related report. The Park Ranger should include, as appropriate:

- (a) The amount of time the suspect was restrained.
- (b) How the suspect was transported and the position of the suspect.
- (c) Observations of the suspect's behavior and any signs of physiological problems.
- (d) Any known or suspected drug use or other medical problems.

## Control Devices and Techniques

### 303.1 PURPOSE AND SCOPE

This policy provides guidelines for the use and maintenance of control devices that are described in this policy.

### 303.2 POLICY

In order to control subjects who are violent or who demonstrate the intent to be violent, the Casitas Municipal Water District authorizes Park Rangers to use control devices in accordance with the guidelines in this policy and the Use of Force Policy.

### 303.3 ISSUING, CARRYING AND USING CONTROL DEVICES

Control devices described in this policy may be carried and used by Park Rangers of this department only if the device has been issued by the department and approved by the General Manager.

Only Park Rangers who have successfully completed department-approved training in the use of any control device are authorized to carry and use the device.

Control devices may be used when a decision has been made to control, restrain or arrest a subject who is violent or who demonstrates the intent to be violent, and the use of the device appears reasonable under the circumstances. When reasonable, a verbal warning and opportunity to comply should precede the use of these devices.

When using control devices, Park Rangers should carefully consider potential impact areas in order to minimize injuries and unintentional targets.

### 303.4 RESPONSIBILITIES

#### 303.4.1 PARK SERVICES MANAGER RESPONSIBILITIES

The Park Services Manager may authorize the use of any approved control device to Park Rangers who have successfully completed the required training.

#### 303.4.2 CONTROL DEVICE RESPONSIBILITIES

The Ranger Supervisor shall control the inventory and issuance of all control devices and shall ensure that all damaged, inoperative, outdated or expended control devices are properly disposed of, repaired or replaced.

Every control device will be periodically inspected by the Ranger Supervisor or the designated instructor for a particular control device. The inspection shall be documented.

#### 303.4.3 USER RESPONSIBILITIES

All normal maintenance, charging or cleaning shall remain the responsibility of Park Ranger using the various devices.

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Any damaged, inoperative, outdated or expended control devices , along with documentation explaining the cause of the damage, shall be returned to the Ranger Supervisor for disposition. Damage to District property forms shall also be prepared and forwarded through the chain of command, when appropriate, explaining the cause of damage.

#### **303.5 OLEORESIN CAPSICUM (OC) GUIDELINES**

As with other control devices, oleoresin capsicum (OC) spray may be considered for use to bring under control an individual or groups of individuals who are engaging in, or are about to engage in violent behavior. OC spray should not, however, be used against individuals or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of Park Rangers or the public.

##### **303.5.1 OC SPRAY**

Park Rangers carrying OC spray shall carry the device in its holster on the equipment belt.

##### **303.5.2 TREATMENT FOR OC SPRAY EXPOSURE**

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those persons who complain of further severe effects shall be examined by appropriate medical personnel.

#### **303.6 POST-APPLICATION NOTICE**

Whenever OC has been introduced into a motor home, building interior, vehicle or other enclosed area, Park Rangers should provide the owners or available occupants with notice of the possible presence of residue that could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that clean up will be at the owner's expense. Information regarding the method of notice and the individuals notified should be included in related reports.

#### **303.7 TRAINING FOR CONTROL DEVICES**

The Ranger Supervisor shall ensure that all Park Rangers who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

- (a) Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.
- (b) All training and proficiency for control devices will be documented in the Park Ranger's training file.
- (c) Park Rangers who fail to demonstrate proficiency with the control device or knowledge of this agency's Use of Force Policy will be provided remedial training. If a Park Ranger cannot demonstrate proficiency with a control device or knowledge of this agency's Use of Force Policy after remedial training, the Park Ranger will be restricted from carrying the control device and may be subject to discipline.

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#### **303.8 REPORTING USE OF CONTROL DEVICES AND TECHNIQUES**

Any application of a control device or technique listed in this policy shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

## Firearms

### **304.1 POLICY**

The Casitas Municipal Water District Board of Directors does not authorize Park Rangers or any other employee to use or carry firearms.

### **304.2 NO AUTHORIZATION FOR FIREARM QUALIFICATION OR TRAINING**

Casitas Municipal Water District does not authorize Park Rangers to carry firearms therefore Park Rangers are not required to complete firearm qualification or training.

### **304.3 LAW ENFORCEMENT OFFICERS SAFETY ACT (LEOSA) (H.R.218)**

Casitas Municipal Water District does not authorize firearm use or firearm qualification. The Park Rangers under the employment of Casitas are not "qualified law enforcement officers" pursuant to the Law Enforcement Safety Act (LEOSA) (H.R. 218) and as such would have no right or be authorized to carry a concealed weapon off-duty pursuant to this federal law.

## Vehicle and Vessel Pursuits

### 305.1 PURPOSE AND SCOPE

In recognizing the potential risk to public safety created by vehicular and or vessel pursuits, no Park Ranger or Ranger Supervisor shall engage in any vehicle or vessel pursuit. In addition, no employees, including Park Rangers and Ranger Supervisors will participate in any vehicle or vessel pursuit being conducted or initiated by any other outside agency.



## Park Ranger Response to Calls

### 306.1 PURPOSE AND SCOPE

It is the policy of the District that Park Rangers responding to emergency and non-emergency situations whether dispatched or self-initiated shall obey all rules of the road as pronounced in the California Vehicle Code.

### 306.2 DEFINITIONS

Code-3:

Code 3 indicates there is an emergency within the Jurisdiction that requires immediate response of emergency personnel. This type of response will require the responding Park Rangers to operate vehicles or vessels equipped with, and using emergency lights and siren to ensure his/her and the public's safety.

### 306.3 RESPONSE TO CALLS

Park Rangers responding "Code-3" shall advise Control 2 of their response and proceed immediately. Park Rangers responding Code-3 shall continuously operate emergency lighting equipment, including at minimum a steady forward facing red light, and shall sound the siren as reasonably necessary pursuant to Vehicle Code § 21055.

Responding with emergency light(s) and siren does not relieve the Park Ranger of the duty to continue to drive with due regard for the safety of all persons. The use of any other warning equipment without a red light and siren does not provide any exemption from the Vehicle Code.

Park Rangers should only respond Code-3 when circumstances reasonably indicate an emergency response is required. Park Rangers not authorized to respond Code-3 shall observe all traffic laws and proceed without the use of emergency lights and siren.

### 306.4 REQUESTING EMERGENCY ASSISTANCE

Requests for emergency assistance should be limited to those situations where the involved personnel reasonably believe that there is an immediate threat to the safety of Park Rangers, or assistance is needed to prevent imminent serious harm to a citizen. In any event, where a situation has stabilized and emergency response is not required, the requesting Park Ranger shall immediately notify Control 2.

If circumstances permit, the requesting Park Ranger should give the following information:

- The unit number
- The location
- The reason for the request and type of emergency
- The number of units required

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##### 306.4.1 NUMBER OF UNITS ASSIGNED

Normally, only one unit should respond to an emergency call Code-3 unless the Ranger Supervisor or the field supervisor authorizes an additional unit(s).

##### **306.5 INITIATING CODE 3 RESPONSE**

If a Park Ranger believes a Code-3 response to any call is appropriate, the Park Ranger shall immediately notify Control 2. Generally, only one unit should respond Code-3 to any situation. Should another Park Ranger believe a Code-3 response is appropriate, Control 2 shall be notified and the Ranger Supervisor or supervisor will make a determination as to whether one or more Park Rangers driving Code-3 is appropriate.

##### **306.6 RESPONSIBILITIES OF RESPONDING PARK RANGERS**

Park Rangers shall exercise sound judgment and care with due regard for life and property when responding to an emergency call. Park Rangers shall reduce speed at all street intersections to such a degree that they shall have complete control of the vehicle.

The decision to continue a Code-3 response is at the discretion of the Park Ranger. If, in the Park Ranger's judgment, the roadway conditions or traffic congestion does not permit such a response without unreasonable risk, the Park Ranger may elect to respond to the call without the use of red lights and siren at the legal speed limit. In such an event, the Park Ranger should immediately notify Control 2. Park Ranger shall also discontinue the Code-3 response when directed by a supervisor.

Upon receiving authorization or determining a Code-3 response is appropriate, a Park Ranger shall immediately give the location from which he/she is responding.

##### **306.7 SUPERVISORY RESPONSIBILITIES**

Upon being notified that a Code-3 response has been initiated, the Ranger Supervisor or the field supervisor shall verify the following:

- (a) The proper response has been initiated
- (b) No more than those units reasonably necessary under the circumstances are involved in the response
- (c) Affected outside jurisdictions are being notified as practical

The supervisor shall monitor the response until it has been stabilized or terminated and assert control by directing units into or out of the response if necessary. If, in the supervisor's judgment, the circumstances require additional units to be assigned a Code-3 response, the supervisor may do so.

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It is the supervisor's responsibility to terminate a Code-3 response that, in his/her judgment is inappropriate due to the circumstances.

When making the decision to authorize a Code-3 response, the Ranger Supervisor or the field supervisor should consider the following:

- The type of call
- The necessity of a timely response
- Traffic and roadway conditions
- The location of the responding units

#### **306.8 FAILURE OF EMERGENCY EQUIPMENT**

If the emergency equipment on the vehicle should fail to operate, the Park Ranger must terminate the Code-3 response and respond accordingly. In all cases, the Park Ranger shall notify the Ranger Supervisor, supervisor, or Control 2 of the equipment failure so that another unit may be assigned to the emergency response.

## Domestic Violence

### 307.1 POLICY

Any Park Ranger receiving information about a domestic violence incident or witnessing a domestic violence incident shall immediately notify and request response from the Ventura County Sheriff's Office. A Park Ranger on scene may attempt to maintain the peace until Ventura County Sheriff's Office personnel arrive.

### 307.2 OFFICER SAFETY

Domestic violence cases often place law enforcement in emotionally and sometimes highly dangerous environments. No provision of this policy is intended to supersede the responsibility of all Park Rangers to exercise due caution and reasonable care in providing for the safety of any Park Rangers and parties involved.

### 307.3 DISPATCH ASSISTANCE

All calls or reports of Domestic Violence will require notification to ~~should be immediately transferred to~~ the Ventura County Sheriff's Office ~~Dispatch Center~~ and a request made for Sheriff's Office response ~~to the District~~. The Ventura County Sheriff's Office shall be immediately notified of all reports of Domestic Violence occurring within the Jurisdiction.

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## Search and Seizure

### 308.1 PURPOSE AND SCOPE

Both the federal and state Constitutions provide every individual with the right to be free from unreasonable searches and seizures. This policy provides general guidelines for Park Rangers to consider when dealing with search and seizure issues.

### 308.2 POLICY

It is the policy of the Casitas Municipal Water District to respect the fundamental privacy rights of individuals. Park Rangers will conduct searches in strict observance of the constitutional rights of persons being searched. All seizures by Park Rangers will comply with relevant federal and state law governing the seizure of persons and property.

The department will provide relevant and current training to Park Rangers as guidance for the application of current law, local community standards and prosecutorial considerations regarding specific search and seizure situations, as appropriate.

### 308.3 SEARCHES

The U.S. Constitution generally provides that a valid warrant is required in order for a search to be valid. There are, however, several exceptions that permit a warrantless search.

Examples of law enforcement activities that are exceptions to the general warrant requirement include, but are not limited to, searches pursuant to the following:

- Valid consent
- Incident to a lawful arrest
- Legitimate community caretaking interests
- Vehicle searches under certain circumstances
- Exigent circumstances

Certain other activities are recognized by federal and state courts and by certain statutes as legitimate law enforcement activities that also do not require a warrant. Such activities may include seizure and examination of abandoned property, and observations of activities and property located on open public areas.

Because case law regarding search and seizure is constantly changing and subject to interpretation by the courts, each Park Ranger is expected to act in each situation according to current training and his/her familiarity with clearly established rights as determined by case law.

Whenever practicable, Park Rangers are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing a course of action.

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#### **308.4 SEARCH PROTOCOL**

Although conditions will vary and officer safety and other exigencies must be considered in every search situation, the following guidelines should be followed whenever circumstances permit:

When the person subject a pat down search is of the opposite sex as the searching Park Ranger, a reasonable effort should be made to summon a Park Ranger of the same sex as the subject to conduct the search. When it is not practicable to summon a Park Ranger of the same sex as the subject, the following guidelines should be followed:

- a. Park Rangers will strive to conduct searches with dignity and courtesy.
- b. Park Rangers should explain to the person being searched the reason for the search and how the search will be conducted.
- c. Searches should be carried out with due regard and respect for private property interests and in a manner that minimizes damage. Property should be left in a condition as close as reasonably possible to its pre-search condition.
- d. In order to minimize the need for forcible entry, an attempt should be made to obtain keys, combinations or access when a search of locked property is anticipated.
- e. When the person to be searched is of the opposite sex as the searching Park Ranger, a reasonable effort should be made to summon a Park Ranger of the same sex as the subject to conduct the search. When it is not possible to summon a Park Ranger of the same sex as the subject, the following guidelines should be followed:
  1. Another Park Ranger or a supervisor should witness the search.
  2. The Park Ranger should not search areas of the body covered by tight-fitting clothing, sheer clothing or clothing that could not reasonably conceal a weapon.

#### **308.5 DOCUMENTATION**

Park Rangers are responsible to document any search and to ensure that any required reports are sufficient including, at minimum, documentation of the following:

- Reason for the search
- Any efforts used to minimize the intrusiveness of any search (e.g., asking for consent or keys)
- What, if any, injuries or damage occurred
- All steps taken to secure property
- The results of the search, including a description of any property or contraband seized
- If the person searched is the opposite sex, any efforts to summon a Park Ranger of the same sex as the person being searched and the identification of any witness Park Ranger

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Supervisors shall review reports to ensure the reports are accurate, that actions are properly documented and that current legal requirements and department policy have been met.

## Temporary Custody of Juveniles

### 309.1 POLICY

Park Rangers dealing with juvenile offenders will cite and release in the field if a citation would be appropriate. At no time will a juvenile offender be placed into custody. All other criminal matters or investigations will be immediately referred to the Ventura County Sheriff's Office.



## Adult Abuse

### 310.1 POLICY

Park Rangers will immediately request response and investigation from the Ventura County Sheriff's Office regarding any reports or observations of any offense involving violence or neglect of an adult who may be more vulnerable than others and/or require mandated reporting or notification to a social service agency or law enforcement agency pursuant to Penal Code Section 368.

## Discriminatory Harassment

### 311.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent Park Rangers from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

### 311.2 POLICY

The Casitas Municipal Water District is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The department will provide annual training to supervisors and managers. The department will not tolerate discrimination against a Park Ranger in hiring, promotion, discharge, compensation, fringe benefits and other privileges of employment. The department will take preventive and corrective action to address any behavior that violates this policy or the rights it is designed to protect.

The nondiscrimination policies of the department may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a Park Ranger to discipline.

### 311.3 DEFINITIONS

Definitions related to this policy include:

#### 311.3.1 DISCRIMINATION

The Department prohibits all forms of discrimination, including any employment-related action by a Park Ranger that adversely affects an applicant or Park Ranger and is based on race, color, religion, sex, age, national origin or ancestry, genetic information, disability, military service, sexual orientation and other classifications protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment, can include making derogatory comments, crude and offensive statements or remarks; making slurs or off-color jokes, stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters or material; making inappropriate physical contact; or using written material or department equipment and/or systems to transmit or receive offensive material, statements or pictures. Such conduct is contrary to department policy and to a work environment that is free of discrimination.

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##### 311.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because he/she has engaged in protected activity, filed a charge of discrimination, participated in an investigation or opposed a discriminatory practice. Retaliation will not be tolerated.

##### 311.3.3 SEXUAL HARASSMENT

The Department prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a Park Ranger because of that person's sex.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment, position or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the Park Ranger.
- (c) Such conduct has the purpose or effect of substantially interfering with a Park Ranger's work performance or creating an intimidating, hostile, or offensive work environment.

##### 311.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission (EEOC) and the California Fair Employment and Housing Council guidelines.
- (b) Bona fide requests or demands by a supervisor that a Park Ranger improve his/her work quality or output, that the Park Ranger report to the job site on time, that the Park Ranger comply with District or department rules or regulations, or any other appropriate work-related communication between supervisor and Park Ranger.

#### **311.4 RESPONSIBILITIES**

This policy applies to all Park Rangers. All Park Rangers shall follow the intent of these guidelines in a manner that reflects department policy, professional law enforcement standards and the best interest of the department and its mission.

Park Rangers shall promptly report any discriminatory, retaliatory or harassing conduct or known violations of this policy to a supervisor. Any Park Ranger who is not comfortable with reporting violations of this policy to his/her immediate supervisor may bypass the chain of command and make the report to a higher ranking supervisor or manager. Complaints may also be filed with the Park Services Manager, the Human Resources Manager or the General Manager.

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Any Park Ranger who believes, in good faith, that he/she has been discriminated against, harassed or subjected to retaliation, or who has observed harassment or discrimination, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with resolution as stated below.

#### 311.4.1 QUESTIONS OR CLARIFICATION

Park Rangers with questions regarding what constitutes discrimination, sexual harassment or retaliation are encouraged to contact a supervisor, a manager, the Park Services Manager, the Human Resources Manager, the General Manager or the California Department of Fair Employment and Housing for further information, direction or clarification.

#### 311.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of each supervisor and manager shall include, but are not limited to:

- (a) Continually monitoring the work environment and strive to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment or retaliation.
- (c) Ensuring that Park Rangers understand their responsibilities under this policy.
- (d) Ensuring that Park Rangers who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the Park Services Manager or Human Resources Manager in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment or retaliation no later than the next business day.

#### 311.4.3 SUPERVISOR'S ROLE

Because of differences in individual values, supervisors and managers may find it difficult to recognize that their behavior or the behavior of others is discriminatory, harassing or retaliatory. Supervisors and managers shall be aware of the following considerations:

- (a) Behavior of supervisors and managers should represent the values of our department and professional law enforcement standards.
- (b) False or mistaken accusations of discrimination, harassment or retaliation can have negative effects on the careers of innocent Park Rangers.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating

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or counseling Park Rangers or issuing discipline, in a manner that is consistent with established procedures.

#### **311.5 INVESTIGATION OF COMPLAINTS**

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved Park Ranger should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. It is the policy of the department that all complaints of discrimination, retaliation or harassment shall be fully documented and promptly and thoroughly investigated.

##### **311.5.1 SUPERVISORY RESOLUTION**

Park Rangers who believe they are experiencing discrimination, harassment or retaliation should be encouraged to inform the individual that his/her behavior is unwelcome, offensive, unprofessional or inappropriate. However, if the Park Ranger feels uncomfortable or threatened or has difficulty expressing his/her concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor.

##### **311.5.2 FORMAL INVESTIGATION**

If the complaint cannot be satisfactorily resolved through the process described above, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any Park Ranger involved. No influence will be used to suppress any complaint and no Park Ranger will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint or for offering testimony or evidence in any investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include, but is not limited to, details of the specific incident, frequency dates of occurrences and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Park Rangers who believe they have been discriminated against, harassed or retaliated against because of their protected status, are encouraged to follow the chain of command but may also file a complaint directly with the Park Services Manager, Human Resources Manager or the General Manager.

##### **311.5.3 ALTERNATIVE COMPLAINT PROCESS**

No provision of this policy shall be construed to prevent any Park Ranger from seeking legal redress outside the department. Park Rangers who believe that they have been harassed, discriminated or retaliated against are entitled to bring complaints of employment discrimination to federal, state and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Park Rangers are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

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#### **311.6 DOCUMENTATION OF COMPLAINTS**

All complaints or allegations shall be thoroughly documented on forms and in a manner designated by the Human Resources Manager. The outcome of all reports shall be:

- Approved by the Park Services Manager, the General Manager or the Human Resources Manager, depending on the ranks of the involved parties.
- Maintained in accordance with the department's established records retention schedule.

##### 311.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

#### **311.7 TRAINING**

All new Park Rangers shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new Park Ranger. The Park Ranger shall certify by signing the prescribed form that he/she has been advised of this policy, is aware of and understands its contents and agrees to abide by its provisions during his/her term with the department.

All Park Rangers shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents and agree that they will continue to abide by its provisions.

##### 311.7.1 SUPERVISOR TRAINING

All supervisors shall receive specific training and education regarding sexual harassment and prevention of abusive conduct within six months of assuming a supervisory position. Refresher training shall be provided every two years thereafter (Government Code § 12950.1; 2 CCR 11023).

##### 311.7.2 TRAINING RECORDS

The Ranger Supervisor and the Human Resources Manager shall be responsible for maintaining records of all discriminatory harassment training provided to Park Rangers. Records shall be retained in accordance with established records retention schedules and for a minimum of two years (2 CCR 11023).

## Child Abuse

### 312.1 POLICY

Park Rangers will immediately request response and investigation from the Ventura County Sheriff's Office regarding any reports or observations of an offense involving violence or neglect with a child victim and mandate notification to a social service agency or law enforcement agency pursuant to Penal Code Section 11165.9 and 11166.

## Missing Persons

### 313.1 PURPOSE AND SCOPE

This policy provides guidance for handling missing person investigations.

#### 313.1.1 DEFINITIONS

**At risk** - Includes, but is not limited to (Penal Code § 14215):

- A victim of a crime or foul play.
- A person missing and in need of medical attention.
- A missing person with no pattern of running away or disappearing.
- A missing person who may be the victim of parental abduction.
- A mentally impaired missing person.

**Missing person** - Any person who is reported missing to law enforcement when the person's location is unknown. This includes a child who has been taken, detained, concealed, enticed away or kept by a parent in violation of the law (Penal Code § 277 et seq.). It also includes any child who is missing voluntarily, involuntarily or under circumstances that do not conform to his/her ordinary habits or behavior, and who may be in need of assistance (Penal Code § 14215).

**Missing person networks** - Databases or computer networks available to law enforcement and that are suitable for information related to missing persons investigations. These include the National Crime Information Center (NCIC), the California Law Enforcement Telecommunications System (CLETS), Missing Person System (MPS) and the Unidentified Persons System (UPS).

### 313.2 POLICY

The department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. The department gives missing person cases priority over property-related cases and will not require any time frame to pass before immediately notifying the Ventura County Sheriff's Office and/or federal law enforcement agency where appropriate and assist these agencies as requested.

A Park Ranger who learns of a missing person will immediately contact a Ranger Supervisor. The Park Ranger or Ranger Supervisor shall immediately contact the Ventura County Sheriff's Office and/or federal law enforcement agency if appropriate to report the missing person and turn the matter over for the investigation.

### 313.3 ACCEPTANCE OF REPORTS

Any Park Ranger encountering a person who wishes to report a missing person or runaway shall render assistance without delay (Penal Code § 14211). This can be accomplished by accepting the report via telephone or in-person and initiating the investigation. Those Park Rangers who do not take such reports or who are unable to render immediate assistance shall promptly dispatch or alert another Park Ranger who can take the report.



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A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides or any other question of jurisdiction (Penal Code § 14211).

#### **313.4 INITIAL INVESTIGATION**

Park Rangers conducting the initial investigation of a missing person should take the following investigative actions, as applicable:

- (a) Respond to a dispatched call for service as soon as practicable.
- (b) Interview the reporting party and any witnesses to determine whether the person qualifies as a missing person and, if so, whether the person may be at risk.
- (c) Notify the Ventura County Sheriff's Office.
- (d) Notify a supervisor immediately if there is evidence that a missing person is either at risk or may qualify for a public alert, or both.
- (e) Complete the appropriate report forms accurately and completely and initiate a search as applicable under the facts.

#### **313.5 REPORT PROCEDURES AND ROUTING**

Park Rangers should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

##### **313.5.1 SUPERVISOR RESPONSIBILITIES**

The responsibilities of the supervisor shall include, but are not limited to:

- (a) Reviewing and approving missing person reports upon receipt.
  - 1. The reports should be promptly sent to Management.
- (b) Ensuring resources are deployed as appropriate.
- (c) Initiating a command post as needed.
- (d) Ensuring applicable notifications and public alerts are made and documented.
- (e) Ensuring that records have been entered into the appropriate missing persons networks.
- (f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.

If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.

##### **313.5.2 MANAGEMENT RESPONSIBILITIES**

The receiving Park Ranger shall:

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- (a) As soon as reasonable under the circumstances, notify and forward a copy of the report to the law enforcement agency having jurisdiction over the missing person's residence in cases where the missing person is a resident of another jurisdiction (Penal Code § 14211).
- (b) Notify and forward a copy of the report to the law enforcement agency in whose jurisdiction the missing person was last seen (Penal Code § 14211).
- (c) Notify and forward a copy of the report to the law enforcement agency having jurisdiction over the missing person's intended or possible destination, if known.
- (d) Forward a copy of the report to the Ventura County Sheriff's Office or Federal Law Enforcement.
- (e) Coordinate with the NCIC Terminal Contractor for California to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (42 USC § 5780).

#### **313.6 WHEN A MISSING PERSON IS FOUND**

Any Park Ranger who locates a known missing person will contact the Ventura County Sheriff's Office.

#### **313.7 TRAINING**

Subject to available resources, the Ranger Supervisor should ensure that Park Rangers of this department whose duties include missing person investigations and reports receive regular training that includes:

- (a) The initial investigation:
  - 1. Assessments and interviews
  - 2. Use of current resources, such as the Ventura County Sheriff's Office
  - 3. Evaluating the need for a heightened response
- (b) Briefing of department Park Rangers at the scene.
- (c) Verifying the accuracy of all descriptive information.
- (d) Addressing conflicting information.

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## Standards of Conduct

### 314.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Casitas Municipal Water District and are expected of all Park Rangers. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, Park Rangers are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a Park Ranger's supervisors.

### 314.2 POLICY

The continued employment or appointment of every Park Ranger of the Casitas Municipal Water District shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on-duty or off-duty, may be cause for disciplinary action.

### 314.3 DIRECTIVES AND ORDERS

Park Rangers shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

#### 314.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No Park Ranger is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the Park Ranger from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected Park Ranger shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the Park Ranger, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, Park Ranger who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the Park Ranger is obliged to comply. Park Rangers who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict, will not be held accountable for disobedience of the lawful order or directive that was initially issued.

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The person countermanning the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

#### **314.3.2 SUPERVISOR RESPONSIBILITIES**

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to promptly and fully report any known misconduct of a Park Ranger to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a Park Ranger to violate a policy or directive, acquiesce to such a violation, or are indifferent to any such violation by a Park Ranger.
- (d) The unequal or disparate exercise of authority on the part of a supervisor toward any Park Ranger for malicious or other improper purpose.

#### **314.4 GENERAL STANDARDS**

Park Rangers shall conduct themselves, whether on- or off-duty, in accordance with the United States and California Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Park Rangers shall familiarize themselves with policies and procedures and are responsible for compliance with each. Park Rangers should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

#### **314.5 CAUSES FOR DISCIPLINE**

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service:

##### **314.5.1 LAWS, RULES AND ORDERS**

- (a) Violation of, or ordering or instructing a subordinate to violate any policy, procedure, rule, order, directive, requirement or failure to follow instructions contained in department or District manuals.
- (b) Disobedience of any legal directive or order issued by any department Park Ranger of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules or regulations.

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##### 314.5.2 ETHICS

- (a) Using or disclosing one's status as a Park Ranger of the department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any Park Ranger for malicious purpose, personal gain, willful deceit or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee or gift from any person for service incident to the performance of the Park Ranger's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel or services.
- (g) Any other failure to abide by the standards of ethical conduct.

##### 314.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

##### 314.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive public displays of affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the Park Ranger knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the Park Ranger knows, or reasonably should know of such criminal activities.,

##### 314.5.5 ATTENDANCE

- (a) Leaving the job to which the Park Ranger is assigned during duty hours without reasonable excuse and proper permission and approval.

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- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

#### 314.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, electronic or digital information or reports obtained as a result of the Park Ranger's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Park Services Manager or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment and non-subpoenaed records.

#### 314.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the department within 24 hours of any change in residence address, contact telephone numbers or marital status.

#### 314.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper or document.
- (c) Failure to participate in, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.

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- (d) Being untruthful or knowingly making false, misleading or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its Park Rangers.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency and discipline of the District or that would tend to discredit any of its Park Rangers.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
  - 1. While on department premises.
  - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
- (g) Improper political activity including:
  - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
  - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or, on department property except as expressly authorized by District policy, the memorandum of understanding, or the Park Services Manager.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by District policy, the memorandum of understanding, or the Park Services Manager.
- (i) Any act on- or off-duty that brings discredit to this department.

#### 314.5.9 CONDUCT

- (a) Failure of any Park Ranger to promptly and fully report activities on his/her part or the part of any other Park Ranger where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful or discriminatory treatment of any member of the public or any Park Ranger or member of this department or the District.
- (g) Use of obscene, indecent, profane or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the Park Ranger's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.

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- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a Park Ranger's conditions of employment or appointment as established by law or that violates a provision of any memorandum of understanding or contract to include fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Park Services Manager of such action.
- (m) Any other on- or off-duty conduct which any Park Ranger knows or reasonably should know is unbecoming a Park Ranger of this department, is contrary to good order, efficiency or morale, or tends to reflect unfavorably upon this department or its Park Rangers.

#### 314.5.10 SAFETY

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform law enforcement duties.
- (d) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (e) Any personal action contributing to a preventable traffic collision.
- (f) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

#### 314.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the Park Ranger's ability to perform assigned duties is impaired due to the use of alcohol, medication or drugs, whether legal, prescribed or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug or non-prescribed medication to any work site.



## Information Technology Use

### 315.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of department information technology resources, including computers, electronic devices, hardware, software and systems.

#### 315.1.1 DEFINITIONS

Definitions related to this policy include:

**Computer system** - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented or licensed by the Casitas Municipal Water District that are provided for official use by its Park Rangers. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the department or department funding.

**Hardware** - Includes, but is not limited to, computers, computer terminals, network equipment, electronic devices, telephones, including cellular and satellite, pagers, modems or any other tangible computer device generally understood to comprise hardware.

**Software** - Includes, but is not limited to, all computer programs, systems and applications, including shareware. This does not include files created by the individual user.

**Temporary file, permanent file or file** - Any electronic document, information or data residing or located, in whole or in part, on the system including, but not limited to, spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs or videos.

### 315.2 POLICY

It is the policy of the department that Park Rangers shall use information technology resources, including computers, software and systems, that are issued or maintained by the department in a professional manner and in accordance with this policy.

### 315.3 PRIVACY EXPECTATION

Park Rangers forfeit any expectation of privacy with regard to emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any department computer system.

The department reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the department, including the department email system, computer network and/or any information placed into storage on any department system or device. This includes records of all keystrokes or Web-browsing history made at any department computer or over any department network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices or networks.

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However, the department may not require a Park Ranger to disclose a personal username or password or open a personal social website, except when access is reasonably believed to be relevant to the investigation of allegations of work-related misconduct (Labor Code § 980).

#### **315.4 RESTRICTED USE**

Park Rangers shall not access computers, devices, software or systems for which they have not received prior authorization or the required training. Park Rangers shall immediately report unauthorized access or use of computers, devices, software or systems by another Park Ranger to their supervisors or Ranger Supervisor.

Park Rangers shall not use another person's access passwords, logon information and other individual security data, protocols and procedures unless directed to do so by a supervisor.

##### **315.4.1 SOFTWARE**

Park Rangers shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, Park Rangers shall not install any unlicensed or unauthorized software on any department computer. Park Rangers shall not install personal copies of any software onto any department computer.

When related to criminal investigations, software program files may be downloaded only with the approval of the information systems technology (IT) staff and with the authorization of the Park Services Manager or the authorized designee.

No Park Ranger shall knowingly make, acquire or use unauthorized copies of computer software that is not licensed to the department while on department premises, computer systems or electronic devices. Such unauthorized use of software exposes the department and involved Park Rangers to severe civil and criminal penalties.

Introduction of software by Park Rangers should only occur as part of the automated maintenance or update process of department- or District-approved or installed programs by the original manufacturer, producer or developer of the software.

Any other introduction of software requires prior authorization from IT staff and a full scan for malicious attachments.

##### **315.4.2 HARDWARE**

Access to technology resources provided by or through the department shall be strictly limited to department-related activities. Data stored on or available through department computer systems shall only be accessed by authorized Park Rangers who are engaged in an active investigation or assisting in an active investigation, or who otherwise have a legitimate law enforcement or department-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

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##### **315.4.3 INTERNET USE**

Internet access provided by or through the department shall be strictly limited to department-related activities. Internet sites containing information that is not appropriate or applicable to department use and which shall not be intentionally accessed include, but are not limited to, adult forums, pornography, gambling, chat rooms and similar or related Internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of a Park Ranger's assignment.

Downloaded information shall be limited to messages, mail and data files.

##### **315.4.4 OFF-DUTY USE**

Park Rangers shall only use technology resources provided by the department while on-duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email or any other "off the clock" work-related activities. This also applies to personally owned devices that are used to access department resources.

Refer to the Personal Communication Devices Policy for guidelines regarding off-duty use of personally owned technology.

##### **315.5 SECURITY OF AGENCY SYSTEMS AND FILES**

All Park Rangers have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care and maintenance of the computer system.

Park Rangers shall ensure department computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals should be secured, users logged off and password protections enabled whenever the user is not present. Access passwords, logon information and other individual security data, protocols and procedures are confidential information and are not to be shared. Password length, format, structure and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor.

It is prohibited for a Park Ranger to allow an unauthorized user to access the computer system at any time or for any reason. Park Rangers shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the Internet) to a supervisor.

##### **315.6 INSPECTION OR REVIEW**

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on cause.

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Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the department involving one of its Park Rangers or a Park Ranger's duties, an alleged or suspected violation of any department policy, a request for disclosure of data, or a need to perform or provide a service.

The IT staff may extract, download or otherwise obtain any and all temporary or permanent files residing or located in or on the department computer system when requested by a supervisor or during the course of regular duties that require such information.

## Department Use of Social Media

### 316.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that any use of social media on behalf of the department is consistent with the department mission.

This policy does not address all aspects of social media use. Specifically, it does not address:

- Personal use of social media by department Park Rangers (see the Park Ranger Speech, Expression and Social Networking Policy).
- Use of social media in personnel processes (see the Recruitment and Selection Policy).
- Use of social media as part of a criminal investigation, other than disseminating information to the public on behalf of this department.

#### 316.1.1 DEFINITIONS

Definitions related to this policy include:

**Social media** - Any of a wide array of Internet-based tools and platforms that allow for the sharing of information, such as the department website or social networking services

### 316.2 POLICY

The Casitas Municipal Water District may use social media as a method of effectively informing the public about department services, issues, investigations and other relevant events.

Park Rangers shall ensure that the use or access of social media is done in a manner that protects the constitutional rights of all.

### 316.3 AUTHORIZED USERS

Only Park Rangers authorized by the Park Services Manager or the authorized designee may utilize social media on behalf of the department. Authorized Park Rangers shall use only department-approved equipment during the normal course of duties to post and monitor department-related social media, unless they are specifically authorized to do otherwise by their supervisors.

The Park Services Manager may develop specific guidelines identifying the type of content that may be posted. Any content that does not strictly conform to the guidelines should be approved by a supervisor prior to posting.

Requests to post information over department social media by Park Rangers who are not authorized to post should be made through the Park Rangers' chain of command.

### 316.4 AUTHORIZED CONTENT

Only content that is appropriate for public release, that supports the department mission and conforms to all department policies regarding the release of information may be posted.

Examples of appropriate content include:

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- (a) Announcements.
- (b) Tips and information related to crime prevention.
- (c) Investigative requests for information.
- (d) Requests that ask the community to engage in projects that are relevant to the department mission.
- (e) Real-time safety information that is related to in-progress crimes, geographical warnings or disaster information.
- (f) Traffic information.
- (g) Press releases.
- (h) Recruitment of personnel.

#### 316.4.1 INCIDENT-SPECIFIC USE

In instances of active incidents where speed, accuracy and frequent updates are paramount (e.g., crime alerts, public safety information, traffic issues), the Public Information Officer or the authorized designee will be responsible for the compilation of information to be released, subject to the approval of the Incident Commander.

#### **316.5 PROHIBITED CONTENT**

Content that is prohibited from posting includes, but is not limited to:

- (a) Content that is abusive, discriminatory, inflammatory or sexually explicit.
- (b) Any information that violates individual rights, including confidentiality and/or privacy rights and those provided under state, federal or local laws.
- (c) Any information that could compromise an ongoing investigation by any agency.
- (d) Any information that could tend to compromise or damage the mission, function, reputation or professionalism of the Casitas Municipal Water District or its members.
- (e) Any information that could compromise the safety and security of department operations, Park Rangers of the department, victims, suspects or the public.
- (f) Any content posted for personal use.
- (g) Any content that has not been properly authorized by this policy or a supervisor.

Any Park Ranger who becomes aware of content on this department's social media site that he/she believes is unauthorized or inappropriate should promptly report such content to a supervisor. The supervisor will ensure its removal from public view and investigate the cause of the entry.

#### 316.5.1 PUBLIC POSTING PROHIBITED

Department social media sites shall be designed and maintained to prevent posting of content by the public.

The department may provide a method for members of the public to contact Park Rangers directly.

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#### **316.6 MONITORING CONTENT**

The General Manager will appoint a Manager to review, at least annually, the use of department social media and report back on, at a minimum, the resources being used, the effectiveness of the content, any unauthorized or inappropriate content and the resolution of any issues.

#### **316.7 RETENTION OF RECORDS**

The Assistant to the General Manager is the Custodian of Records and establishes methods of ensuring that public records generated in the process of social media use are retained in accordance with established records retention schedules.

#### **316.8 TRAINING**

Park Rangers should receive training that, at a minimum, addresses legal issues concerning the appropriate use of social media sites, as well as privacy, civil rights, dissemination and retention of information posted on department sites.

## Report Preparation

### 317.1 PURPOSE AND SCOPE

Report preparation is a major part of each Park Ranger's job. The purpose of reports is to document sufficient information to refresh the Park Ranger's memory and to provide sufficient factual information for follow-up investigation and successful prosecution. Report writing is the subject of substantial formalized on-the-job training.

#### 317.1.1 REPORT PREPARATION

Park Rangers should ensure that reports are sufficiently detailed for their purpose and free from errors prior to submission. It is the responsibility of the assigned Park Ranger to complete and submit all reports taken during the shift before going off-duty unless permission to hold the report has been approved by a supervisor. Generally, reports requiring prompt follow-up action on active leads, or arrest reports where the suspect remains in custody should not be held.

Handwritten reports must be prepared legibly. If the report is not legible, the submitting Park Ranger will be required by the reviewing supervisor to promptly make corrections and resubmit the report. Park Rangers who generate reports on computers are subject to all requirements of this policy.

All reports shall accurately reflect the identity of the persons involved, all pertinent information seen, heard or assimilated by any other sense, and any actions taken. Park Rangers shall not suppress, conceal or distort the facts of any reported incident, nor shall any Park Ranger make a false report orally or in writing. Generally, the reporting Park Ranger's opinions should not be included in reports unless specifically identified as such.

### 317.2 REQUIRED REPORTING

Written reports are required in all of the following situations on the appropriate department approved form unless otherwise approved by a supervisor.

#### 317.2.1 CRIMINAL ACTIVITY

When a Park Ranger responds to a call for service, or as a result of self-initiated activity becomes aware of any activity where a crime has occurred, the Park Ranger shall document the incident regardless of whether a victim desires prosecution. Activity to be documented in a written report includes:

- (a) All arrests
- (b) All felony crimes
- (c) Non-Felony incidents involving threats or stalking behavior
- (d) All misdemeanor crimes where the victim desires a report

Misdemeanor crimes where the victim does not desire a report shall be documented using the department-approved alternative reporting method (e.g., field log).



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##### 317.2.2 NON-CRIMINAL ACTIVITY

The following incidents shall be documented using the appropriate approved report:

- (a) Any use of force against any person by a Park Ranger of this department (see the Use of Force Policy)
- (b) Any firearm discharge
- (c) Anytime a person is reported missing, regardless of jurisdiction (see the Missing Persons Policy)
- (d) Any found property or taken for safe keeping
- (e) Any traffic collisions above the minimum reporting level
- (f) Suspicious incidents that may indicate a potential for crimes against children or that a child's safety is in jeopardy
- (g) Suspicious incidents that may place the public or others at risk
- (h) Whenever the Park Ranger believes the circumstances should be documented or at the direction of a supervisor

##### 317.2.3 DEATH CASES

All death cases will be handled by the Ventura County Sheriff's Office.

Death investigations require specific investigation methods depending on circumstances and should be handled in accordance with the Death Investigations Policy. The handling Park Ranger should notify and apprise a supervisor of the circumstances surrounding the incident to determine how to proceed. The following cases shall be appropriately investigated and documented by the Ventura County Sheriff's Office.

- (a) Sudden or accidental deaths.
- (b) Suicides.
- (c) Homicide or suspected homicide.
- (d) Unattended deaths (No physician or qualified hospice care in the 20 days preceding death).
- (e) Found dead bodies or body parts.

##### 317.2.4 INJURY OR DAMAGE BY PARK RANGER

Reports shall be taken if an injury occurs that is a result of an act of a Park Ranger. Additionally, reports shall be taken involving damage to District property or District equipment.

##### 317.2.5 MISCELLANEOUS INJURIES

Any injury that is reported to this department shall require a report when:

- (a) The injury is a result of drug overdose

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- (b) Attempted suicide
- (c) The injury is major/serious, whereas death could result
- (d) The circumstances surrounding the incident are suspicious in nature and it is desirable to record the event

The above reporting requirements are not intended to be all-inclusive. A supervisor may direct a Park Ranger to document any incident he/she deems necessary.

#### 317.2.6 MANDATORY REPORTING OF GUNSHOT INJURIES

The Ventura County Sheriff's Office will be called on all gunshot incidents.

#### **317.3 GENERAL POLICY OF EXPEDITIOUS REPORTING**

In general, all Park Rangers and supervisors shall act with promptness and efficiency in the preparation and processing of all reports. An incomplete report, unorganized reports or reports delayed without supervisory approval are not acceptable. Reports shall be processed according to established priorities or according to special priority necessary under exceptional circumstances.

##### 317.3.1 GENERAL POLICY OF HANDWRITTEN REPORTS

Some incidents and report forms lend themselves to block print rather than typing. In general, the narrative portion of those reports where an arrest is made or when there is a long narrative should be typed.

Supervisors may require, with the foregoing general policy in mind, block printing or typing of reports of any nature for departmental consistency.

##### 317.3.2 GENERAL USE OF OTHER HANDWRITTEN FORMS

County, state and federal agency forms may be block printed as appropriate. In general, the form itself may make the requirement for typing apparent.

#### **317.4 REPORT CORRECTIONS**

Supervisors shall review reports for content and accuracy. If a correction is necessary, the reviewing supervisor should complete the Report Correction form stating the reasons for rejection. The original report and the correction form should be returned to the reporting Park Ranger for correction as soon as practical. It shall be the responsibility of the originating Park Ranger to ensure that any report returned for correction is processed in a timely manner.

#### **317.5 REPORT CHANGES OR ALTERATIONS**

Reports that have been approved by a supervisor and submitted to the Management for filing and distribution shall not be modified or altered except by way of a supplemental report. Reviewed reports that have not yet been submitted to the Management may be corrected or modified by the authoring Park Ranger only with the knowledge and authorization of the reviewing supervisor.

## Media Relations

### 318.1 PURPOSE AND SCOPE

This policy provides guidelines for media releases and media access to scenes of disasters, emergencies and other Park Ranger's law enforcement activities

### 318.2 RESPONSIBILITIES

The ultimate authority and responsibility for the release of information to the media shall remain with the Public Information Officer (PIO) or the General Manager.

#### 318.2.1 MEDIA REQUEST

Any media request for information or access to a law enforcement situation shall be referred to the PIO designated department media representative, or if unavailable, to the first available supervisor. Prior to releasing any information to the media, Park Rangers shall consider the following:

- (a) At no time shall any Park Ranger make any comment or release any official information to the media without prior approval from a supervisor or the designated department media representative.
- (b) In situations involving multiple law enforcement agencies, every reasonable effort should be made to coordinate media releases with the authorized representative of each involved agency prior to the release of any information by this department.
- (c) Under no circumstance should any Park Ranger make any comments to the media regarding any law enforcement incident not involving this department without prior approval of the Park Services Manager.
- (d) The Ventura County Sheriff's Office and/or federal law enforcement agencies provides their own media release and access.

### 318.3 MEDIA ACCESS

Authorized members of the media shall be provided access to scenes of disasters, criminal investigations, emergencies and other law enforcement activities subject to the following conditions (Penal Code § 409.5(d)):

- (a) The media representative shall produce valid press credentials that shall be prominently displayed at all times while in areas otherwise closed to the public.
- (b) Media representatives may be prevented from interfering with emergency operations and criminal investigations.
  1. Reasonable effort should be made to provide a safe staging area for the media that is near the incident and that will not interfere with emergency or criminal investigation operations. All information released to the media should be coordinated through the department designated spokesperson.

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- (c) No Park Ranger who is under investigation shall be subjected to media visits or interviews without the consent of the involved Park Ranger (Government Code § 3303(e)).

#### 318.3.1 PROVIDING ADVANCE INFORMATION

To protect the safety and rights of Park Rangers and other persons, advance information about planned actions by law enforcement personnel, such as movement of persons in custody or the execution of an arrest or search warrant, should not be disclosed to the news media by Casitas Municipal Water District personnel.

## Subpoenas and Court Appearances

### 319.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Park Rangers who must appear in court. It will allow the Casitas Municipal Water District to cover any related work absences and keep the department informed about relevant legal matters.

### 319.2 POLICY

Casitas Municipal Water District Park Rangers will respond appropriately to all subpoenas and any other court-ordered appearances.

### 319.3 SUBPOENAS

Only Park Rangers authorized to receive a subpoena on behalf of this department or any of its Park Rangers may do so. This may be accomplished by personal service to the Park Ranger or by delivery of two copies of the subpoena to the Park Ranger's supervisor or other authorized departmental agent (Government Code § 68097.1; Penal Code § 1328(c)).

The party that issues a civil subpoena to a Park Ranger to testify as a witness must tender the statutory fee of \$275 with the subpoena for each day that an appearance is required before service is accepted of the subpoena (Government Code § 68097.2).

An immediate supervisor or authorized individual may refuse to accept service for a criminal subpoena if (Penal Code § 1328(d)(e)):

- (a) He/she knows that he/she will be unable to deliver a copy of the subpoena to the named Park Ranger within sufficient time for the named Park Ranger to comply with the subpoena.
- (b) It is less than five working days prior to the date listed for an appearance and he/she is not reasonably certain that service can be completed.

If, after initially accepting service of a criminal subpoena, a supervisor or other authorized individual determines that he/she is unable to deliver a copy of the subpoena to the named Park Ranger within sufficient time for the named Park Ranger to comply with the subpoena, the supervisor or the subpoena clerk shall notify the server or the attorney named on the subpoena of such not less than 48 hours prior to the date listed for the appearance (Penal Code § 1328(f)).

#### 319.3.1 SPECIAL NOTIFICATION REQUIREMENTS

Any Park Ranger who is subpoenaed to testify, agrees to testify or provides information on behalf of or at the request of any party other than the District Counsel or the prosecutor shall notify his/her immediate supervisor without delay regarding:

- (a) Any civil case where the District or one of its Park Ranger, as a result of his/her official capacity, is a party.
- (b) Any civil case where any other city, county, state or federal unit of government or a Park Ranger of any such unit of government, as a result of his/her official capacity, is a party.

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- (c) Any criminal proceeding where the Park Ranger is called to testify or provide information on behalf of the defense.
- (d) Any civil action stemming from the Park Ranger's on-duty activity or because of his/her association with the Casitas Municipal Water District.
- (e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the Casitas Municipal Water District.

The supervisor will then notify the Park Services Manager and the appropriate prosecuting attorney as may be indicated by the case. The Park Services Manager should determine if additional legal support is necessary.

No Park Ranger shall be retaliated against for testifying in any matter.

#### 319.3.2 CIVIL SUBPOENA

The department will compensate Park Rangers who appear in their official capacities on civil matters arising out of their official duties, ~~as directed by the current memorandum of understanding or collective bargaining agreement.~~

The department should seek reimbursement for the Park Ranger's compensation through the civil attorney of record who subpoenaed the member.

#### 319.3.3 OFF-DUTY RELATED SUBPOENAS

Park Rangers receiving valid subpoenas for off-duty actions not related to their employment or appointment will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

#### **319.4 FAILURE TO APPEAR**

Any Park Ranger who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were issued by a state administrative agency.

#### **319.5 STANDBY**

To facilitate standby agreements, Park Rangers are required to provide and maintain current information on their addresses and contact telephone numbers with the department.

If a Park Ranger on standby changes his/her location during the day, the Park Ranger shall notify the designated department Park Ranger of how he/she can be reached. Park Ranger are required to remain on standby until released by the court or the party that issued the subpoena.

#### **319.6 COURTROOM PROTOCOL**

When appearing in court, Park Rangers shall:

- (a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.
- (b) Dress in the department uniform or business attire.

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- (c) Observe all rules of the court in which they are appearing and remain alert to changes in the assigned courtroom where their matter is to be heard.

#### 319.6.1 TESTIMONY

Before the date of testifying, the subpoenaed Park Ranger shall request a copy of relevant reports and become familiar with the content in order to be prepared for court.

#### **319.7 OVERTIME APPEARANCES**

When a Park Ranger appears in court on his/her off-duty time, he/she will be compensated in accordance with the current memorandum of understanding or collective bargaining agreement.

## Mutual Aid and Outside Agency Assistance

### 320.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Park Rangers in the request of or answering the request for assistance involving another law enforcement agency.

It is the policy of this department to provide assistance whenever possible, consistent with the applicable laws of arrest and detention policies of this division, when another law enforcement agency requests assistance with an arrest or detention of any person. This department may also request an outside agency to provide assistance.

#### 320.1.1 ASSISTING OUTSIDE AGENCIES

Generally, calls for assistance from other agencies are routed to the Ranger Supervisor's office for approval. When an authorized employee of an outside agency requests the assistance of this department in taking a person into custody, available Park Rangers shall respond and assist in making a lawful arrest. If a Park Ranger receives a request in the field for assistance, that Park Ranger shall notify a supervisor. Arrestees may be temporarily detained by our agency until arrangements for transportation are made by the outside agency.

When such assistance is rendered, a case number will be issued to report action taken by Casitas Municipal Water District Personnel. Probation violators temporarily detained by this department will not be booked at this department.

#### 320.1.2 REQUESTING ASSISTANCE FROM OUTSIDE AGENCIES

This section does not apply for the normal calls for service to local, state or federal agencies having jurisdiction.

If assistance is needed from another agency, the Park Ranger requesting assistance shall first notify a supervisor of his/her intentions. The handling Park Ranger or supervisor should direct assisting personnel to where they are needed and to whom they should report when they arrive.

The requesting Park Ranger should secure radio frequencies for use by all involved agencies so that communication can be coordinated as needed. If necessary, reasonable effort should be taken to provide radio equipment capable of communicating on the assigned frequency to any personnel who do not have compatible radios.



## Registered Offender Information

### 321.1 PURPOSE AND SCOPE

This policy establishes guidelines by which the Casitas Municipal Water District will address issues associated with certain offenders who are residing in the Jurisdiction and how the department will disseminate information and respond to public inquiries for information about registered sex, arson and drug offenders.

### 321.2 POLICY

It is the policy of the department not to identify and monitor registered offenders living within this Jurisdiction. If a registered offender is identified, the department may take reasonable steps to evaluate the risk and assess the need for contacting the Ventura County Sheriff's Office due to the risks those persons may pose.

### 321.3 DISSEMINATION OF PUBLIC INFORMATION

Park Rangers will not unilaterally make a public notification advising the community of a particular registrant's presence in the community. Park Rangers who identify a significant risk or other public safety issue associated with a registrant should promptly advise their supervisor. The supervisor should evaluate the request and forward the information to the Park Services Manager if warranted. A determination will be made by the Park Services Manager, with the assistance of legal counsel as necessary, whether such a public alert should be made.

Members of the public requesting information on sex registrants should be provided the Megan's Law website.

The Assistant to the General Manager or General Manager may release local registered offender information to residents only in accordance with applicable law (Penal Code § 290.45; Penal Code § 290.46; Penal Code § 457.1; Health and Safety Code § 11594), and in compliance with a California Public Records Act (Government Code § 6250-6276.48) request.

## Major Incident Notification

### 322.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Park Rangers in determining when, how and to whom notification of major incidents should be made.

### 322.2 POLICY

The Department recognizes that certain incidents should be brought to the attention of supervisors or other specified personnel of this department to facilitate the coordination of activities and ensure that inquiries from the media and the public may be properly addressed.

### 322.3 MINIMUM CRITERIA FOR NOTIFICATION

Most situations where the media show a strong interest are also of interest to the Park Services Manager and the affected Ranger Supervisor. The following list of incident types is provided as a guide for notification and is not intended to be all inclusive:

- Homicides
- Traffic accidents with fatalities
- Significant injury or death to Park Ranger - on or off duty
- Death of a prominent Casitas official
- Arrest of a department Park Ranger or prominent Casitas official
- Aircraft crash with major damage and/or injury or death
- In-custody deaths

### 322.4 RANGER SUPERVISOR RESPONSIBILITY

The Ranger Supervisor is responsible for making the appropriate notifications. The Ranger Supervisor shall make reasonable attempts to obtain as much information on the incident as possible before notification. The Ranger Supervisor shall attempt to make the notifications as soon as practicable. Notification should be made by calling the [primary home](#) telephone number first and then by any other available contact numbers.

#### 322.4.1 STAFF NOTIFICATION

In the event an incident occurs described in the Major Incident Notification Policy, the General Manager, and the Park Services Manager shall be notified along with the affected Ranger Supervisor

#### 322.4.2 PUBLIC INFORMATION OFFICER (PIO)

The PIO shall be called after Park Rangers of staff have been notified that it appears the media may have a significant interest in the incident.

## Death Investigation

### 323.1 PURPOSE AND SCOPE

The investigations of cases involving death include those ranging from natural cause to homicide. Some causes of death may not be readily apparent and some cases differ substantially from what they appeared to be initially. The thoroughness of death investigations cannot be emphasized enough.

### 323.2 NOTIFICATIONS

Upon discovery, the Ventura County Sheriff's Office will be notified immediately on all human deaths that occur in the Jurisdiction regardless of cause. The Bureau of Reclamation's District Liaison will be notified within 24 hours.

### 323.3 INVESTIGATION CONSIDERATIONS

Death investigation cases require certain actions be taken. Paramedics shall be called in all suspected death cases unless the death is obvious (e.g., decapitated, decomposed). A supervisor shall be notified in all death investigations.

The Park Ranger will maintain all death scenes as crime scenes until relieved by the Ventura County Sheriff's Office.

#### 323.3.1 UNIDENTIFIED DEAD BODIES

If the identity of a dead body cannot be established after the Coroner arrives, the Coroner's office will issue a "John Doe" or "Jane Doe" number for the report.

#### 323.3.2 DEATH INVESTIGATION REPORTING

All incidents involving a death shall be documented on the appropriate form.

#### 323.3.3 EMPLOYMENT RELATED DEATHS OR INJURIES

Any Park Ranger who responds to and determines that a death, serious illness, or serious injury has occurred as a result of an accident at or in connection with the victim's employment shall ensure that the nearest office of Cal-OSHA is notified by telephone immediately or as soon as practicable with all pertinent information (8 CCR 342(b)).

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## Public Safety Video Surveillance System

### 324.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of department public safety video surveillance, as well as the storage and release of the captured images.

This policy only applies to overt, marked public safety video surveillance systems operated by the department. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the department.

### 324.2 POLICY

The Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy Park Rangers, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the District to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist District officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

### 324.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Park Rangers authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The General Manager or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

#### 324.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Park Services Manager should confer with other affected departments and the Bureau of Reclamation when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

The cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public video surveillance system may be useful for the following purposes:

- (a) To prevent, deter and identify criminal activity.
- (b) To target identified complaints or suspicious activity.

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- (c) To respond to critical incidents.
- (d) To assist in identifying, apprehending and prosecuting offenders.
- (e) To document Park Ranger and offender conduct during interactions to safeguard the rights of the public and Park Rangers.
- (f) To augment resources in a cost-effective manner.
- (g) To monitor pedestrian and vehicle traffic activity.
- (h) To monitor wildlife.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to monitors installed in the Park Services Manager's office and when activity warranting further investigation is reported or detected at any camera location, the available information can be provided to responding Law Enforcement Officer Park Rangers in a timely manner upon request. The Information Technology Specialist or authorized personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Park Services Manager may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than Ranger personnel, such as allied government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

#### **324.3.2 CAMERA MARKINGS**

All public areas monitored by public safety surveillance equipment shall be marked in a conspicuous manner with appropriate signs to inform the public that the area is under Ranger surveillance. Signs should be well lit, placed appropriately and without obstruction to ensure visibility.

#### **324.4 VIDEO SUPERVISION**

Supervisors can monitor video surveillance access and usage to ensure Park Rangers are within department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

##### **324.4.1 VIDEO LOG**

A log should be maintained at all locations where video surveillance monitors are located. The log should be used to document all persons not assigned to the monitoring locations who have been given access to view or monitor images provided by the video surveillance cameras. The logs should, at a minimum, record the:

- (a) Date and time access was given.
- (b) Name and agency of the person being given access to the images.
- (c) Name of person authorizing access.

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(d) Identifiable portion of images viewed.

#### **324.4.2 PROHIBITED ACTIVITY**

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target protected individual characteristics including, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.

Video surveillance equipment shall not be used to harass, intimidate or discriminate against any individual or group.

#### **324.5 RELEASE OF VIDEO IMAGES**

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the department.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Requests for recorded images from other law enforcement agencies shall be referred to the General Manager for release in accordance with a specific and legitimate law enforcement purpose.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

#### **324.6 VIDEO SURVEILLANCE AUDIT**

The Park Services Manager or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

The results of each review shall be appropriately documented and maintained by the Park Services Manager or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

#### **324.7 TRAINING**

All Park Rangers authorized to operate or access public video surveillance systems shall receive appropriate training. Training should include guidance on the use of cameras, interaction with dispatch and patrol operations and a review regarding relevant policies and procedures, including this policy. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

## Child and Dependent Adult Safety

### 325.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that children and dependent adults are not left without appropriate care in the event their caregiver or guardian is arrested or otherwise prevented from providing care due to actions taken by Park Rangers (Penal Code § 833.2(a)).

This policy does not address the actions to be taken during the course of a child abuse or dependent adult investigation. These are covered in the Child Abuse Policy and the Adult Abuse Policy.

### 325.2 POLICY

It is the policy of this department to mitigate, to the extent reasonably possible, the stressful experience individuals may have when their parent or caregiver is arrested. The department will endeavor to create a strong, cooperative relationship with local, state and community-based social services to ensure an effective, collaborative response that addresses the needs of those affected.

### 325.3 PROCEDURES DURING AN ARREST

When encountering an arrest or prolonged detention situation, Park Rangers should make reasonable attempts to determine if the arrestee is responsible for children or dependent adults. In some cases this may be obvious, such as when children or dependent adults are present. However, Park Rangers should inquire if the arrestee has caregiver responsibilities for any children or dependent adults who are without appropriate supervision. The following steps should be taken (Penal Code § 13517.7(b)(1)):

- (a) Inquire about and confirm the location of any children or dependent adults.
- (b) Look for evidence of children and dependent adults. Park Rangers should be mindful that some arrestees may conceal the fact that they have a dependent for fear the individual may be taken from them.
- (c) Consider inquiring of witnesses, neighbors, friends and relatives of the arrestee as to whether the person is responsible for a child or dependent adult.

Whenever reasonably possible, Park Rangers should take reasonable steps to accomplish the arrest of a parent, guardian or caregiver out of the presence of his/her child or dependent adult. Removing children or dependent adults from the scene in advance of the arrest will generally ensure the best outcome for the individual.

Whenever it is safe to do so, Park Rangers should allow the parent or caregiver to assure children or dependent adults that they will be provided care. If this is not safe or if the demeanor of the parent or caregiver suggests this conversation would be non-productive, the Park Ranger at the scene should explain the reason for the arrest in age-appropriate language and offer reassurance to the child or dependent adult that he/she will receive appropriate care.

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##### 325.3.1 AFTER AN ARREST

Whenever an arrest is made, the Park Ranger should take all reasonable steps to ensure the safety of the arrestee's disclosed or discovered children or dependent adults.

Park Rangers should allow the arrestee reasonable time to arrange for care of children and dependent adults. Temporary placement with family or friends may be appropriate. However, any decision should give priority to a care solution that is in the best interest of the child or dependent adult. In such cases the following guidelines should be followed:

- (a) Allow the person reasonable time to arrange for the care of children and dependent adults with a responsible party, as appropriate.
  1. Unless there is evidence to the contrary (e.g., signs of abuse, drug use, unsafe environment), Park Rangers should respect the parent or caregiver's judgment regarding arrangements for care. It is generally best if the child or dependent adult remains with relatives or family friends that he/she knows and trusts because familiarity with surroundings and consideration for comfort, emotional state and safety are important.
  2. Except when a court order exists limiting contact, the Park Ranger should attempt to locate and place children or dependent adults with the non-arrested parent, guardian or caregiver.
- (b) Provide for the immediate supervision of children or dependent adults until an appropriate caregiver arrives.
- (c) Notify Child Protective Services or the Division of Aging and Adult Services, if appropriate.
- (d) Notify the field supervisor or Ranger Supervisor of the disposition of children or dependent adults.

If children or dependent adults are at school or another known location outside the household at the time of arrest, the arresting Park Ranger should attempt to contact the school or other known location and inform the principal or appropriate responsible adult of the caregiver's arrest and of the arrangements being made for the care of the arrestee's dependent. The result of such actions must be documented in the associated report.

##### 325.3.2 REPORTING

- (a) For all arrests where children are present or living in the household, the reporting Park Ranger will document the following information:
  1. Name
  2. Gender
  3. Age



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4. How, where and with whom or which agency the child was placed
- (b) For all arrests where dependent adults are present or living in the household, the reporting Park Ranger will document the following information:
1. Name
  2. Gender
  3. Age
  4. Whether he/she reasonably appears able to care for him/herself
  5. Disposition or placement information if he/she is unable to care for him/herself

#### **325.3.3 SUPPORT AND COUNSELING REFERRAL**

If, in the judgment of the handling Park Rangers, the child or dependent adult would benefit from additional assistance, such as counseling services, contact with a victim advocate or a crisis telephone number, the appropriate referral information may be provided.

#### **325.4 DEPENDENT WELFARE SERVICES**

Whenever an arrestee is unwilling or incapable of arranging for the appropriate care of any child or dependent adult, the handling Park Ranger should consider contacting the appropriate welfare service or other department-approved social service to determine whether protective custody is appropriate (Welfare and Institutions Code § 305).

Only when other reasonable options are exhausted should a child or dependent adult be transported to the Ranger facility, transported in a marked patrol car or taken into formal protective custody.

Under no circumstances should a child or dependent adult be left unattended or without appropriate care.

#### **325.5 TRAINING**

The Ranger Supervisor is responsible to ensure that all Park Rangers who may be involved in arrests affecting children or dependent adults receive approved POST-approved training on effective safety measures when a parent, guardian or caregiver is arrested (Penal Code § 13517.7).

## Service Animals

### 326.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to ensure the rights of individuals who use service animals to assist with disabilities are protected in accordance with Title II of the Americans with Disabilities Act of 1990 (ADA).

#### 326.1.1 DEFINITIONS

Definitions related to this policy include:

**Service animal** - A dog that is trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability (28 CFR 35.104; Health and Safety Code § 113903).

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for people with disabilities, provided the horse is housebroken, is under the handler's control, the facility can accommodate the horse's type, size and weight, and the horse's presence will not compromise legitimate safety requirements or contamination of lake water necessary for safe operation of the facility (28 CFR 35.136(i)).

### 326.2 POLICY

It is the policy of the department to provide services and access to persons with service animals in the same manner as those without service animals. Park Rangers shall protect the rights of persons assisted by service animals in accordance with state and federal law.

The Ventura County Public Health Department does not allow service animals in municipal pool water.

The American with Disabilities Act (ADA) does not override public health rules that prohibit service animals in municipal pool water. However, service animals are allowed on the pool deck and anywhere else the public is allowed.

### 326.3 IDENTIFICATION AND USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness or collar.

Service animals may be used in a number of ways to provide assistance, including:

- Guiding people who are blind or have low vision.
- Alerting people who are deaf or hard of hearing.
- Retrieving or picking up items, opening doors or flipping switches for people who have limited use of their hands, arms or legs.
- Pulling wheelchairs.

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- Providing physical support and assisting with stability and balance.
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities or psychiatric disabilities, such as reminding a person with depression to take medication.
- Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

#### **326.4 PARK RANGER RESPONSIBILITIES**

Service animals that are assisting individuals with disabilities are permitted in all public facilities and areas where the general public is allowed. Park Rangers are expected to treat individuals with service animals with the same courtesy and respect that the department affords to all members of the public (28 CFR 35.136).

##### 326.4.1 INQUIRY

If it is apparent or if a Park Ranger is aware that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the Park Ranger should ask the individual only the following questions (28 CFR 35.136(f)):

- Is the animal required because of a disability?
- What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. The individual should not be questioned about his/her disability nor should the person be asked to provide any license, certification or identification card for the service animal.

##### 326.4.2 CONTACT

Service animals are not pets. Park Rangers should not interfere with the important work performed by a service animal by talking to, petting or otherwise initiating contact with a service animal.

##### 326.4.3 REMOVAL

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, a Park Ranger may direct the handler to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

Each incident must be considered individually and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse service to an individual with disabilities. Park Rangers are expected to provide all services as are reasonably available to an individual with a disability, with or without a service animal.

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##### 326.4.4 COMPLAINTS

When handling calls of a complaint regarding a service animal, Park Rangers should remain neutral and should be prepared to explain the ADA requirements concerning service animals to the concerned parties. Businesses are required to allow service animals to accompany their handlers into the same areas that other customers or members of the public are allowed (28 CFR 36.302).

Absent a violation of law independent of the ADA, Park Rangers should take no enforcement action beyond keeping the peace. Individuals who believe they have been discriminated against as a result of a disability should be referred to the Civil Rights Division of the U.S. Department of Justice (DOJ).

## Off-Duty Law Enforcement Actions

### 327.1 PURPOSE AND SCOPE

The decision to become involved in a law enforcement action when off-duty can place a Park Ranger as well as others at great risk and must be done with careful consideration. This policy is intended to provide guidelines for Park Rangers of the Casitas Municipal Water District with respect to taking law enforcement action while off-duty.

### 327.2 POLICY

Park Rangers have limited peace officer powers. These powers apply only while on-duty and within the jurisdiction boundaries. There is no legal authority for off-duty Park Rangers to take any law enforcement action.

Off-duty Park Rangers shall not attempt to take any law enforcement action.

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## Chapter 4 - Patrol Operations

## Patrol Function

### 400.1 PURPOSE AND SCOPE

The purpose of this policy is to define the functions of the patrol unit of the department to ensure intra-department cooperation and information sharing.

#### 400.1.1 FUNCTION

Park Rangers will generally patrol in clearly marked vehicles and vessels, patrol assigned jurisdiction areas respond to calls for assistance, act as a deterrent to crime, enforce Casitas' Ordinance, state, federal and local laws and respond to emergencies 24 hours per day seven days per week.

Patrol will generally provide the following services within the limits of available resources to provide frequency of patrols on land and over water within the Jurisdiction:

- (a) Patrol that is directed at the preservation of peace, prevention of Ordinance violations, criminal acts, collisions, the maintenance of public order, and the discovery of hazardous situations or conditions or fire threats, deterrent of criminal acts, traffic collisions
- (b) Calls for service, both routine and emergency in nature
- (c) Customer contacts of a positive nature
- (d) The sharing of information between the Patrol and other divisions within the department, as well as other outside governmental agencies
- (e) The application of resources to specific problems or situations within the LCRA, Vessel inspection, and fire protection
- (f) Traffic direction and control as needed

#### 400.1.2 TERRORISM

It is the goal of the department to make every reasonable effort to accurately and appropriately gather and report any information that may relate to either foreign or domestic terrorism. Park Rangers should advise a supervisor as soon as practicable of any activity believed to be terrorism related and should document such incidents with a written report or Field Interview (FI). The supervisor should ensure that all terrorism related reports and FIs are forwarded to the Ventura County Sheriff's Office and/or federal law enforcement personnel immediately.

### 400.2 PATROL INFORMATION SHARING PROCEDURES

The following guidelines are intended to develop and maintain intra-department cooperation and information flow between the various divisions of the Casitas Municipal Water District.

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##### 400.2.1 INCIDENT CRIME REPORTS

An Incident Report shall be completed by any patrol Park Ranger who receives criminal information. The report will be processed and forwarded to the appropriate bureau for retention or follow-up investigation.

##### 400.2.2 PATROL BRIEFINGS

Ranger supervisors, and assigned -supervisors are encouraged to share information as much as possible. All supervisors and/or Park Rangers will be provided an opportunity to share information at the daily patrol briefings as time permits.

##### 400.2.3 BULLETIN BOARDS

A bulletin board will be kept in the briefing room for display of suspect information, intelligence reports and photographs. New Memorandums will be made available for patrol supervisors and will be discussed at briefings and shift meetings. A copy of the Memorandum will be placed on the briefing room clipboard.

#### **400.3 CROWDS, EVENTS AND GATHERINGS**

Park Rangers may encounter gatherings of people, including but not limited to, civil demonstrations, civic, social and business events, public displays, parades and sporting events. Park Rangers should monitor such events as time permits in an effort to keep the peace and protect the safety and rights of those present. A patrol supervisor should be notified when it becomes reasonably foreseeable that such an event may require increased monitoring, contact or intervention.

Park Rangers responding to an event or gathering that warrants law enforcement involvement should carefully balance the speech and association rights of those present with applicable public safety concerns before taking enforcement action. Park Rangers are encouraged to contact organizers or responsible persons to seek voluntary compliance that may address relevant public safety/order concerns.

Park Rangers should consider enforcement of applicable state and local laws, such as Penal Code 602.1 (obstructing or intimidating business operators), when the activity blocks the entrance or egress of a facility or location and when voluntary compliance with the law is not achieved.



## Racial- or Bias-Based Profiling

### 401.1 PURPOSE AND SCOPE

This policy provides guidance to Park Rangers and establishes appropriate controls to ensure that Park Rangers do not engage in racial or bias-based profiling or violate any related laws while serving the community.

#### 401.1.1 DEFINITIONS

Definitions related to this policy include:

**Racial- or bias-based profiling** - An inappropriate reliance on factors such as race, ethnicity, national origin, religion, sex, sexual orientation, economic status, age, cultural group, disability or affiliation with any other similar identifiable group as a factor in deciding whether to take law enforcement action or to provide service. This includes gender identity or expression (Penal Code § 13519.4).

### 401.2 POLICY

The Casitas Municipal Water District is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group.

Race, ethnicity or nationality, religion, sex, sexual orientation, economic status, age, cultural group, disability or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law.

### 401.3 RACIAL- OR BIAS-BASED PROFILING PROHIBITED

Racial- or bias-based profiling is strictly prohibited. However, nothing in this policy is intended to prohibit a Park Ranger from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

### 401.4 PARK RANGER RESPONSIBILITY

Every Park Ranger shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any known instances of racial- or bias-based profiling to a supervisor.

#### 401.4.1 REASON FOR DETENTION

Park Rangers detaining a person shall be prepared to articulate sufficient reasonable suspicion to justify a detention, independent of the individual's membership in a protected class.

To the extent that written documentation would otherwise be completed (e.g., arrest report, Field Interview (FI) card), the involved Park Ranger should include those facts giving rise to the Park Ranger's reasonable suspicion or probable cause for the detention, as applicable.

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Nothing in this policy shall require any Park Ranger to document a contact that would not otherwise require reporting.

#### **401.5 SUPERVISOR RESPONSIBILITY**

Supervisors shall monitor those individuals under their command for any behavior that may conflict with the purpose of this policy and shall handle any alleged or observed violation of this policy in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved Park Ranger and his/her supervisor in a timely manner.
- (b) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (c) Supervisors should ensure that no retaliatory action is taken against any Park Ranger who discloses information concerning racial or bias-based profiling.

#### **401.6 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE**

The Human Resources Manager and the Assistant to the General Manager or General Manager or the authorized designee shall ensure that all data required by the Department of Justice (DOJ) regarding citizen complaints of racial bias against Park Rangers is collected and reported annually to DOJ (Penal Code § 13012; Penal Code § 13020).

#### **401.7 ADMINISTRATION**

Each year, Ranger Supervisor shall review the efforts of the department to prevent racial- or bias-based profiling and submit an overview, including public concerns and complaints, to the Park Services Manager.

This report should not contain any identifying information regarding any specific complaint, citizen or Park Rangers. It should be reviewed by the Park Services Manager to identify any changes in training or operations that should be made to improve service.

Supervisors shall review the annual report and discuss the results with those they are assigned to supervise.

#### **401.8 TRAINING**

Training on racial- or bias-based profiling and review of this policy should be conducted as directed by the Ranger Supervisor.

- (a) Park Rangers will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of racial- or bias-based profiling.
- (b) Pending participation in such POST-approved training and at all times, all Park Rangers are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Park Rangers who received initial racial- or bias-based profiling training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed

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necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).

## Briefing Training

### 402.1 PURPOSE AND SCOPE

Briefing training is generally conducted at the beginning of the Park Ranger's assigned shift. Briefing provides an opportunity for important exchange between Park Rangers and supervisors. A supervisor generally will conduct Briefing; however Park Rangers may conduct Briefing for training purposes with supervisor approval.

Briefing should accomplish, at a minimum, the following basic tasks:

- (a) Briefing Park Rangers with information regarding daily patrol activity, with particular attention given to unusual situations and changes in the status of wanted persons, stolen vehicles, and major investigations
- (b) Notifying Park Rangers of changes in schedules and assignments
- (c) Notifying Park Rangers of new Memorandums or changes in Memorandums
- (d) Reviewing recent incidents for training purposes
- (e) Providing training on a variety of subjects

### 402.2 PREPARATION OF MATERIALS

The supervisor conducting Briefing is responsible for preparation of the materials necessary for a constructive briefing. Supervisors may delegate this responsibility to a subordinate Park Ranger in his or her absence or for training purposes.

### 402.3 RETENTION OF BRIEFING TRAINING RECORDS

Briefing training materials and a curriculum or summary shall be forwarded to the Ranger Supervisor for inclusion in training records, as appropriate.

## Crime and Disaster Scene Integrity

### 403.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance in handling a major crime or disaster.

### 403.2 POLICY

It is the policy of the Casitas Municipal Water District to secure crime or disaster scenes so that evidence is preserved, and to identify and mitigate the dangers associated with a major crime or disaster scene for the safety of the community and those required to enter or work near the scene.

### 403.3 SCENE RESPONSIBILITY

The first Park Ranger at the scene of a crime or major incident is generally responsible for the immediate safety of the public and preservation of the scene. Park Rangers shall also consider officer safety and the safety of those persons entering or exiting the area, including those rendering medical aid to any injured parties. Once a Park Ranger has assumed or been assigned to maintain the integrity and security of the crime or disaster scene, the Park Ranger shall maintain the crime or disaster scene until he/she is properly relieved by a supervisor or other designated person.

### 403.4 FIRST RESPONDER CONSIDERATIONS

The following list generally describes the first responder's function at a crime or disaster scene. This list is not intended to be all-inclusive, is not necessarily in order and may be altered according to the demands of each situation:

- (a) Broadcast emergency information, including requests for additional assistance from the Ventura County Sheriff's Office and or Federal Law Enforcement.
- (b) Provide for the general safety of those within the immediate area by mitigating, reducing or eliminating threats or dangers.
- (c) When reasonable, attempt to locate or identify suspects and determine whether dangerous suspects are still within the area.
- (d) Provide first aid to injured parties if it can be done safely.
- (e) Evacuate the location safely as required or appropriate.
- (f) Secure the inner perimeter.
- (g) Protect items of apparent evidentiary value.
- (h) Secure an outer perimeter.
- (i) Identify potential witnesses.
- (j) Start a chronological log noting critical times and personnel allowed access.

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#### **403.5 SEARCHES**

Park Rangers arriving at crime or disaster scenes are often faced with the immediate need to search for and render aid to victims, and to determine if suspects are present and continue to pose a threat. Once Park Rangers are satisfied that no additional suspects are present and/or there are no injured persons to be treated, those exigent circumstances will likely no longer exist. Park Rangers should thereafter secure the scene and conduct no further search until additional or alternate authority for the search is obtained, such as consent or a search warrant.

##### **403.5.1 CONSENT**

When possible, Park Rangers should seek written consent to search from authorized individuals. However, in the case of serious crimes or major investigations, it may be prudent to also obtain a search warrant. Consent as an additional authorization may be sought, even in cases where a search warrant has been granted.

## Hazardous Material Response

### 404.1 PURPOSE AND SCOPE

Hazardous materials present a potential harm resulting from their exposure. To comply with Title 8, California Code of Regulations, § 5194, the following is to be the policy of this department.

#### 404.1.1 HAZARDOUS MATERIAL DEFINED

A hazardous material is a substance which by its nature, containment and reactivity, has the capability of inflicting harm during exposure; characterized as being toxic, corrosive, flammable, reactive, an irritant or strong sensitizer and thereby posing a threat to health when improperly managed.

### 404.2 HAZARDOUS MATERIAL RESPONSE

Park Rangers may encounter situations involving suspected hazardous materials, such as at the scene of a traffic accident, chemical spill or fire. When Park Rangers come into contact with a suspected hazardous material, certain steps should be taken to protect themselves and citizens.

The following steps should be considered at any scene involving suspected hazardous materials:

- (a) Attempt to identify the type of hazardous substance. (Identification can be determined by placard, driver's manifest or statements from the person transporting).
- (b) Notify the Fire Department or the Ventura County Sheriff's Office .
- (c) Provide first-aid for injured parties if it can be done safely and without contamination.
- (d) Begin evacuation of the immediate area and surrounding areas, depending on the substance. Voluntary evacuation should be considered; however, depending on the substance, mandatory evacuation may be necessary.
- (e) Notify the local health authority. Such notification is mandatory when a spilled or released item is a pesticide (Health and Safety Code § 105215). Notify Casitas' Water Quality Supervisor and the Bureau of Reclamation Liaison.
- (f) Notify the Department of Toxic Substances Control. This is mandatory when a Park Ranger comes in contact with, or is aware of, the presence of a suspected hazardous substance at a site where an illegal controlled substance is or was manufactured (Health and Safety § 25354.5).

### 404.3 REPORTING EXPOSURE(S)

Park Rangers who believe that they have been exposed to a hazardous material shall immediately report the exposure to a supervisor. Each exposure shall be documented by the Park Ranger in a memorandum that shall be forwarded via chain of command to the General Manager. Should the affected Park Ranger be unable to document the exposure for any reason, it shall be the

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responsibility of the notified supervisor to complete the [memorandum](#) [Casitas Municipal Water District Incident Report](#).

Injury or illness caused or believed to be caused from exposure to hazardous materials shall be reported the same as any other on-duty injury or illness in addition to a crime report or incident report.

#### 404.3.1 SUPERVISOR RESPONSIBILITY

When a supervisor has been informed that a Park Ranger has been exposed to a hazardous material, he/she shall ensure that immediate medical treatment is obtained and appropriate action is taken to lessen the exposure.

To ensure the safety of Park Rangers, safety equipment is available through supervisory personnel. Safety items not maintained by the department will be obtained through the Fire Department.



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## Hostage and Barricade Incidents

### 405.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for situations where Park Rangers have legal cause to contact, detain or arrest a person, and the person refuses to submit to the lawful requests of the Park Rangers by remaining in a structure or vehicle and/or by taking a hostage.

The scope of this policy is not intended to address all variables that Park Rangers encounter during their initial response or when a hostage or barricade situation has developed. This policy does not require or purport to recommend specific strategies or tactics for resolution as each incident is a dynamic and rapidly evolving event.

#### 405.1.1 DEFINITIONS

Definitions related to this policy include:

**Barricade situation** - An incident where a person maintains a position of cover or concealment and ignores or resists law enforcement personnel, and it is reasonable to believe the subject is armed with a dangerous or deadly weapon.

**Hostage situation** - An incident where it is reasonable to believe a person is unlawfully held by a hostage-taker as security so that specified terms or conditions will be met.

### 405.2 POLICY

The Ventura County Sheriff's Office shall be immediately notified and requested to handle all incidents involving barricaded situations or hostage situations.

### 405.3 COMMUNICATION

When circumstances permit, initial responding Park Rangers should try to maintain the safety of others in the area by preventing access to the involved area and relaying all information about the incident to responding unit from the Ventura County Sheriff's Office.

### 405.4 FIRST RESPONDER CONSIDERATIONS

First responding Park Rangers should promptly and carefully evaluate all available information to determine whether an incident involves, or may later develop into, a hostage or barricade situation.

The first responding Park Ranger should immediately request the Ventura County Sheriff's Office as well as the Ranger Supervisor. The first responding Park Ranger shall assume the duties of the supervisor until relieved by a supervisor or a more qualified responder. The Park Ranger shall continually evaluate the situation, including the level of risk to Park Rangers, to the persons involved and to bystanders, and the resources currently available.

The handling Park Ranger should brief the arriving supervisor of the incident, including information about suspects and victims, the extent of any injuries, additional resources or equipment that may be needed, and current perimeters and evacuation areas.

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Upon arrival of the Ventura County Sheriff's Office, the Park Ranger or their supervisor will give complete control of the incident to that agency.

## Response to Bomb Calls

### 406.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to assist Park Rangers in their initial response to incidents involving explosives, explosive devices, explosion/bombing incidents or threats of such incidents. Under no circumstances should these guidelines be interpreted as compromising the safety of first responders or the public. When confronted with an incident involving explosives, safety should always be the primary consideration.

### 406.2 POLICY

It is the policy of the department to place a higher priority on the safety of persons and the public over damage or destruction to public or private property. Upon receiving information of a possible bomb threat, the Park Ranger will notify the Federal Protective Service and the Ventura County Sheriff's Office and request they handle the incident.

### 406.3 RECEIPT OF BOMB THREAT

Park Rangers receiving a bomb threat should obtain as much information from the individual as reasonably possible, including the type, placement and alleged detonation time of the device.

If the bomb threat is received on a recorded line, reasonable steps should be taken to ensure that the recording is preserved in accordance with established department evidence procedures.

Upon receiving information of a possible Bomb threat, the Park Ranger will notify the Federal Protective Service and the Ventura County Sheriff's Office and request they handle the incident.

The Park Ranger receiving the bomb threat should ensure that the Ranger Supervisor is immediately advised and informed of the details. This will enable the Ranger Supervisor to ensure that the appropriate personnel are dispatched, and, as appropriate, the threatened location is given an advance warning.

### 406.4 PRIVATE FACILITY OR PROPERTY

When a Park Ranger receives notification of a bomb threat at a location in the [Jurisdiction - of](#), the Park Ranger receiving the notification should obtain as much information as reasonably possible from the notifying individual, including:

- (a) The location of the facility.
- (b) The nature of the threat.
- (c) Whether the type and detonation time of the device is known.
- (d) Whether the facility is occupied and, if so, the number of occupants currently on-scene.
- (e) Whether the individual is requesting Ranger assistance at the facility.
- (f) Whether there are any internal facility procedures regarding bomb threats in place, such as:
  1. No evacuation of personnel and no search for a device.

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2. Search for a device without evacuation of personnel.
3. Evacuation of personnel without a search for a device.
4. Evacuation of personnel and a search for a device.

The Park Ranger receiving the bomb threat information should ensure that the Ranger Supervisor is immediately notified so that he/she can communicate with the person in charge of the threatened facility.

#### **406.4.1 ASSISTANCE**

The Ranger Supervisor should be notified when a Park Ranger assistance is requested. The Ranger Supervisor will make the decision whether the department will render assistance and at what level. Information and circumstances that indicate a reasonably apparent, imminent threat to the safety of either the facility or the public may require a more active approach, including Park Ranger control over the facility.

Should the Ranger Supervisor determine that the department will assist or control such an incident, he/she will determine:

- (a) The appropriate level of assistance.
- (b) The plan for assistance.
- (c) Whether to evacuate and/or clear the facility.
- (d) Whether to involve facility staff in the search or evacuation of the building.
  1. The safety of all participants is the paramount concern.
- (e) The need for additional resources, including:
  1. Notification and response, or standby notice, for fire and emergency medical services.

Even though a lead agency does not request Park Ranger assistance to clear the interior of a building, based upon the circumstances and known threat, Park Rangers may be sent to the scene to evacuate other areas that could be affected by the type of threat, or for traffic and pedestrian control.

#### **406.5 FOUND DEVICE**

When handling an incident involving a suspected explosive device, the Ventura County Sheriff's Office and federal law enforcement will be called and the following guidelines, while not all inclusive, should be followed:

- (a) No known or suspected explosive item should be considered safe regardless of its size or apparent packaging.
- (b) The device should not be touched or moved except by the bomb squad or military explosive ordnance disposal team.

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- (c) Park Rangers should not transmit on any equipment that is capable of producing radio frequency energy within the evacuation area around the suspected device. This includes the following:
  - 1. Two-way radios
  - 2. Cell phones
  - 3. Other personal communication devices
- (d) The appropriate bomb squad or military explosive ordnance disposal team should be summoned for assistance.
- (e) The largest perimeter reasonably possible should initially be established around the device based upon available personnel and the anticipated danger zone.
- (f) A safe access route should be provided for support personnel and equipment.
- (g) Search the area for secondary devices as appropriate and based upon available resources.
- (h) Consider evacuation of buildings and personnel near the device or inside the danger zone and the safest exit route.
- (i) Promptly relay available information to the Ranger Supervisor including:
  - 1. The time of discovery.
  - 2. The exact location of the device.
  - 3. A full description of the device (e.g., size, shape, markings, construction).
  - 4. The anticipated danger zone and perimeter.
  - 5. The areas to be evacuated or cleared.

#### **406.6 EXPLOSION/BOMBING INCIDENTS**

When an explosion has occurred, there are multitudes of considerations which may confront the responding Park Rangers. As in other catastrophic events, a rapid response may help to minimize injury to victims, minimize contamination of the scene by gathering crowds, or minimize any additional damage from fires or unstable structures.

##### **406.6.1 CONSIDERATIONS**

Park Rangers responding to explosions, whether accidental or a criminal act, will notify the Ventura County Sheriff's Office and federal law enforcement and should consider the following actions:

- (a) Assess the scope of the incident, including the number of victims and extent of injuries.
- (b) Request additional personnel and resources, as appropriate.
- (c) Assist with first aid.
- (d) Identify and take appropriate precautions to mitigate scene hazards, such as collapsed structures, bloodborne pathogens and hazardous materials.
- (e) Assist with the safe evacuation of victims, if possible.

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- (f) Establish an inner perimeter to include entry points and evacuation routes. Search for additional or secondary devices.
- (g) Preserve evidence.
- (h) Establish an outer perimeter and evacuate if necessary.
- (i) Identify witnesses.

#### 406.6.2 NOTIFICATIONS

When an explosion has occurred, the following people should be notified as appropriate:

- Fire department
- Bomb squad
- Additional department personnel.
- Park Services Manager, General Manager, Board of Directors
- Ranger Supervisor
- Other law enforcement agencies, including local, state or federal agencies, such as the FBI and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Other government agencies, as appropriate

#### 406.6.3 CROWD CONTROL

Only Park Rangers with a legitimate need should be permitted access to the scene. Spectators and other unauthorized individuals should be restricted to a safe distance as is reasonably practicable given the available resources and personnel.

#### 406.6.4 PRESERVATION OF EVIDENCE

As in any other crime scene, steps should immediately be taken to preserve the scene. The Ranger Supervisor should assign Park Rangers to protect the crime scene area, which could extend over a long distance. Consideration should be given to the fact that evidence may be imbedded in nearby structures or hanging in trees and bushes.

## Mental Illness Commitments

### 407.1 PURPOSE AND SCOPE

This policy provides guidelines for when Park Rangers may request the Ventura County Sheriff's Office take a person into custody for psychiatric evaluation and treatment (5150 commitment) (Welfare and Institutions Code § 5150).

### 407.2 POLICY

It is the policy of the department to protect the public and individuals through legal and appropriate actions to observe and communicate until the Ventura Sheriff's Office arrives.

### 407.3 AUTHORITY

Park Ranger having probable cause may contact the Ventura County Sheriff's Office to take a person into custody and place the person in an approved mental health facility for 72-hour treatment and evaluation when the Park Ranger believes that, as a result of a mental disorder, the person is a danger to him/herself or others or the person is gravely disabled (Welfare and Institutions Code § 5150; Welfare and Institutions Code § 5585.50).

When determining whether to contact the Ventura County Sheriff's Office to take a person into custody, Park Rangers are not limited to determining the person is an imminent danger and shall consider reasonably available information about the historical course of the person's mental disorder, which may include evidence presented from any of the following (Welfare and Institutions Code § 5150; Welfare and Institutions Code § 5150.05):

- (a) An individual who is providing or has provided mental health treatment or related support services to the person
- (b) A family member
- (c) The person subject to the determination or anyone designated by the person

### 407.4 DOCUMENTATION

The Park Ranger shall complete a report giving details of the circumstances for the call for a 72-Hour detention for evaluation and treatment.,

The Park Ranger should also provide a verbal summary to any supervising Park Ranger regarding the circumstances leading to the detention.

### 407.5 TRAINING

This department will provide Peace Officer Standards and Training (POST) approved training on interaction with mentally disabled persons.

## Cite and Release Policy

### 408.1 PURPOSE AND SCOPE

This policy provides guidance on when to release adults who are arrested for a criminal misdemeanor offense on a written notice to appear (citation) and when to hold for court or bail.

### 408.2 POLICY

It is the policy of the Casitas Municipal Water District to release all persons arrested on misdemeanor or other qualifying charges on a citation with certain exceptions (Penal Code § 853.6).

If there is a reason for non-release, the department's mission to protect the community will be the primary consideration when determining whether to release any individual in lieu of holding for court or bail.

In the event a person is not suitable for release via citation, the Ventura County Sheriff's Office will be called and assume the arrest and transport the person.

### 408.3 RELEASE BY CITATION

Except in cases where a reason for non-release as described below exists, adults arrested for a misdemeanor offense, including a private persons arrest, shall be released from custody on a citation (Penal Code § 853.6).

The citing Park Ranger shall, at the time the defendant signs the notice to appear, call attention to the time and place for appearance and take any other steps he/she deems necessary to ensure that the defendant understands his/her written promise to appear.

#### 408.3.1 FIELD CITATIONS

In most cases an adult arrested for a misdemeanor offense may be released in the field on a citation in lieu of physical arrest when booking and fingerprinting is not practicable or immediately required provided the individual can be satisfactorily identified, there is no outstanding arrest warrant for the individual and none of the below described disqualifying circumstances are present (Penal Code § 853.6; Penal Code § 1270.1). In such cases the arresting Park Ranger should check the booking required box on the citation form to indicate that the person will be photographed and fingerprinted at a later time when ordered by the court.

### 408.4 NON-RELEASE

#### 408.4.1 DISQUALIFYING OFFENSES

The Park Ranger shall notify the Ventura County Sheriff's Office on all arrests that involve a disqualifying offense.



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Disqualifying offenses include (Penal Code § 1270.1):

- (a) Misdemeanor domestic battery (Penal Code § 243(e)(1)).
- (b) Felony domestic battery (Penal Code § 273.5).
- (c) Serious or violent felonies (Penal Code § 1270.1(a)(1)).
- (d) Violation of a protective order and the arrested person has made threats, used violence or has gone to the protected person's workplace or residence (Penal Code § 273.6).
- (e) Stalking (Penal Code § 646.9).
- (f) Misdemeanor violations of a protective order relating to domestic violence if there is a reasonable likelihood the offense will continue or the safety of the individuals or property would be endangered (Penal Code § 853.6).

#### 408.4.2 REASONS FOR NON-RELEASE

A person arrested for a misdemeanor shall be released on a citation unless there is a reason for non-release. The Ranger Supervisor may authorize a release on citation regardless of whether a reason for non-release exists when it is determined to be in the best interest of the department and does not present an unreasonable risk to the community (e.g., release of an intoxicated or ill person to a responsible adult).

When a person is arrested on a misdemeanor offense and is not released by criminal citation, the Ventura County Sheriff's Office will be notified and the reason for non-release shall be noted on the incident report. The incident report shall be submitted to the Ranger Supervisor for approval.

#### **408.5 MISDEMEANOR WARRANTS**

A Park Ranger who detains a subject who has a warrant for their arrest, will notify the Ventura County Sheriff's Office to handle the arrest. The Park Ranger may continue the reasonable detention of the wanted subject until the Sheriff's personnel arrival.

An adult arrested on a misdemeanor warrant may be released, subject to Ranger Supervisor approval, unless any of the following conditions exist:

- (a) The misdemeanor cited in the warrant involves violence
- (b) The misdemeanor cited in the warrant involves a firearm
- (c) The misdemeanor cited in the warrant involves resisting arrest
- (d) The misdemeanor cited in the warrant involves giving false information to [a Peace Officer](#).
- (e) The person arrested is a danger to him/herself or others due to intoxication or being under the influence of drugs or narcotics
- (f) The person requires medical examination or medical care or was otherwise unable to care for his/her own safety
- (g) The person has other ineligible charges pending against him/her

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- (h) There is reasonable likelihood that the offense or offenses would continue or resume, or that the safety of persons or property would be immediately endangered by the release of the person
- (i) The person refuses to sign the notice to appear
- (j) The person cannot provide satisfactory evidence of personal identification
- (k) The warrant of arrest indicates that the person is not eligible to be released on a notice to appear

Release under this section shall be done in accordance with the provisions of this policy.

#### **408.6 JUVENILE CITATIONS**

Completion of criminal citations for juveniles is generally not appropriate with the following exceptions:

- Misdemeanor traffic violations of the Vehicle Code
- Violations of Ordinance.

All other misdemeanor violations for juveniles shall be documented with a case number and the case should be referred to the Ventura County Sheriff's Office or Federal Law Enforcement for further action including diversion.

#### **408.7 REQUESTING CASE NUMBERS**

Many cases involving a criminal citation release can be handled without requesting a case number. Traffic situations and local code violations can be documented on the reverse side of the records copy of the citation. Most Penal Code sections will require a case number to document the incident properly in a report. This section does not preclude a Park Ranger from requesting a case number if he/she feels the situation should be documented more thoroughly in a case report.

# Foreign Diplomatic and Consular Representatives

## 409.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that Park Rangers extend appropriate privileges and immunities to foreign diplomatic and consular representatives in accordance with international law.

## 409.2 POLICY

The Casitas Municipal Water District respects international laws related to the special privileges and immunities afforded foreign diplomatic and consular representatives assigned to the United States.

All foreign diplomatic and consular representatives shall be treated with respect and courtesy, regardless of any privileges or immunities afforded them.

## 409.3 CLAIMS OF IMMUNITY

If a Park Ranger comes into contact with a person where law enforcement action may be warranted and the person claims diplomatic or consular privileges and immunities, the Park Ranger should, without delay:

- (a) Notify a supervisor. [Note: The supervisor will determine whether or not response from Ventura County Sheriff's Office is required.](#)
- (b) Advise the person that his/her claim will be investigated and he/she may be released in accordance with the law upon confirmation of the person's status.
- (c) Request the person's identification card, either issued by the U.S. Department of State (DOS), Office of the Chief of Protocol, or in the case of persons accredited to the United Nations, by the U.S. Mission to the United Nations. These are the only reliable documents for purposes of determining privileges and immunities.
- (d) Contact the DOS Diplomatic Security Command Center at 571-345-3146 or toll free at 866-217-2089, or at another current telephone number and inform the center of the circumstances.
- (e) Verify the immunity status with DOS and follow any instructions regarding further detention, arrest, prosecution and/or release, as indicated by the DOS representative. This may require immediate release, even if a crime has been committed.

Identity or immunity status should not be presumed from the type of license plates displayed on a vehicle. If there is a question as to the status or the legitimate possession of a Diplomat or Consul license plate, a query should be run via the National Law Enforcement Telecommunications System (NLETS), designating "US" as the state.

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#### **409.4 ENFORCEMENT**

If the DOS is not immediately available for consultation regarding law enforcement action, Park Rangers shall be aware of the following:

- (a) Generally, all persons with diplomatic and consular privileges and immunities may be issued a citation or notice to appear. However, the person may not be compelled to sign the citation.
- (b) All persons, even those with a valid privilege or immunity, may be reasonably restrained in exigent circumstances for purposes of self-defense, public safety or the prevention of serious criminal acts.
- (c) An impaired foreign diplomatic or consular representative may be prevented from driving a vehicle, even if the person may not be arrested due to privileges and immunities.
  1. Investigations, including the request for field sobriety tests, chemical tests and any other tests regarding impaired driving may proceed but they shall not be compelled.
- (d) The following persons may not be detained or arrested, and any property or vehicle owned by these persons may not be searched or seized:
  1. Diplomatic-level staff of missions to international organizations and recognized family members
  2. Diplomatic agents and recognized family members
  3. Members of administrative and technical staff of a diplomatic mission and recognized family members
  4. Career consular officers, unless the person is the subject of a felony warrant
- (e) The following persons may generally be detained and arrested:
  1. International organization staff; however, some senior officers are entitled to the same treatment as diplomatic agents.
  2. Support staff of missions to international organizations
  3. Diplomatic service staff and consular employees; however, special bilateral agreements may exclude employees of certain foreign countries.
  4. Honorary consular officers
  5. Whenever a Park Ranger arrests or detains for investigation for over two hours, a person with diplomatic and consular privileges and immunities, the Park Ranger shall promptly advise the person that he/she is entitled to have his/her government notified of the arrest or detention (Penal Code § 834c). If the individual wants his/her government notified, the Park Ranger shall notify the Ventura County Sheriff's Office.

#### **409.5 DOCUMENTATION**

All contacts with persons who have claimed privileges and immunities afforded foreign diplomatic and consular representatives should be thoroughly documented and the related reports forwarded to DOS.

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#### **409.6 DIPLOMATIC IMMUNITY TABLE**

Reference table on diplomatic immunity:

<b>Category</b>	<b>Arrested or Detained</b>	<b>Enter Residence Subject to Ordinary Procedures</b>	<b>Issued Traffic Citation</b>	<b>Subpoenaed as Witness</b>	<b>Prosecuted</b>	<b>Recognized Family Members</b>
<b>Diplomatic Agent</b>	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity & inviolability)
<b>Member of Admin and Tech Staff</b>	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity & inviolability)
<b>Service Staff</b>	Yes (note (a))	Yes	Yes	Yes	No for official acts.  Yes otherwise  (note (a))	No immunity or inviolability  (note (a))
<b>Career Consul Officer</b>	Yes if for a felony and pursuant to a warrant  (note (a))	Yes  (note (d))	Yes	No for official acts  Testimony may not be compelled in any case	No for official acts.  Yes otherwise  (note (a))	No immunity or inviolability
<b>Honorable Consul Officer</b>	Yes	Yes	Yes	No for official acts  Yes otherwise.	No for official acts  Yes otherwise	No immunity or inviolability
<b>Consulate Employees</b>	Yes (note (a))	Yes	Yes	No for official acts  Yes otherwise.	No for official acts.  Yes otherwise  (note (a))	No immunity or inviolability  (note (a))
<b>Int'l Org Staff  (note (b))</b>	Yes (note (c))	Yes (note (c))	Yes	Yes (note (c))	No for official acts.  Yes otherwise  (note (c))	No immunity or inviolability

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<b>Diplomatic-Level Staff of Missions to Int'l Org</b>	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity & inviolability)
<b>Support Staff of Missions to Int'l Orgs</b>	Yes	Yes	Yes	Yes	No for official acts  Yes otherwise	No immunity or inviolability

Notes for diplomatic immunity table:

- (a) This table presents general rules. The employees of certain foreign countries may enjoy higher levels of privileges and immunities on the basis of special bilateral agreements.
- (b) Reasonable constraints, however, may be applied in emergency circumstances involving self-defense, public safety, or in the prevention of serious criminal acts.
- (c) A small number of senior officers are entitled to be treated identically to diplomatic agents.
- (d) Note that consul residences are sometimes located within the official consular premises. In such cases, only the official office space is protected from police entry.

## Rapid Response And Deployment Policy

### 410.1 PURPOSE AND SCOPE

Violence in schools, workplaces and other locations by any individual or group of individuals presents a difficult situation for law enforcement. The purpose of this policy is to identify guidelines and factors that will assist responding Park Rangers as they make decisions in these rapidly unfolding and tense situations.

### 410.2 POLICY

The policy of this department in dealing with the crisis situation shall be:

- (a) Upon receiving information of a rapid response incident, the Park Ranger will request the Ventura County Sheriff's Office or the appropriate federal law enforcement unit for response. The Park Ranger will give complete control of the incident to the responding agency.
- (b) The Park Ranger will explore every reasonably available source of intelligence regarding the circumstances, location, and suspect(s) in the incident. This information will be given to the responding law enforcement agency.
- (c) The Park Ranger will notify and request the response of their supervisor.

Nothing in this policy shall preclude the use of necessary force, deadly or otherwise, by Park Rangers in protecting themselves or others from death or serious injury.

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## Emergency Utility Service

### 411.1 PURPOSE AND SCOPE

The District Operations and Maintenance department has personnel available to handle emergency calls 24 hours per day. Calls for service during non-business hours are frequently directed to the on-call employee in the department. Requests for such service received by this department should be handled in the following manner.

#### 411.1.1 BROKEN WATER LINES

Any break or malfunction in the water system that cannot be handled by the Lake Casitas Maintenance staff will require the on-call the District's Operation and Maintenance personnel to be called as soon as practical by the Park Ranger.

#### 411.1.2 ELECTRICAL LINES

District staff does not maintain electrical lines to street light poles. When a power line poses a hazard, a Park Ranger should be dispatched to protect against personal injury or property damage that might be caused by power lines. Edison Electric Company should be promptly notified, as appropriate.

#### 411.1.3 PUMPS, SEWER TANKS, RESTROOMS, ROADS, ETC.

The Lake Casitas Recreation Area Maintenance department maintains the public and employee facilities and equipment, as well as several underpass and other street drainage pipes. In the event of flooding or equipment malfunctions, Maintenance Foreman or maintenance personnel on-duty should be contacted as soon as possible.

#### 411.1.4 EMERGENCY NUMBERS

A current list of emergency personnel who are to be called for municipal utility emergencies is maintained on the emergency contact list available to each Park Ranger.



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## Detentions, Interviews and Pat Downs

### 412.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for conducting field interviews (FI) and pat-down searches, and the taking and retention of photographs of persons detained in the field but not arrested. Due to a variety of situations confronting the Park Ranger, the decision to FI or photograph a field detainee shall be left to the discretion of the involved Park Ranger based on the totality of the circumstances available to them at the time of the detention.

### 412.2 DEFINITIONS

**Detention** - Occurs when a Park Ranger intentionally, through words, actions or physical force causes an individual to reasonably believe he/she is being required to restrict his/her movement. Detentions also occur when a Park Ranger actually restrains a person's freedom of movement.

**Consensual Encounter** - Occurs when a Park Ranger contacts an individual but does not create a detention through words, actions or other means. In other words, a reasonable individual would believe that his/her contact with the Park Ranger is voluntary.

**Field Interview** - The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion for the purposes of determining the individual's identity and resolving the Park Ranger's suspicions.

**Field Photographs** - No field photograph will be taken. Field photographs are defined as posed photographs taken of a person during a contact, detention, or arrest in the field. Undercover surveillance photographs of an individual and recordings captured by the normal operation of a Mobile Audio Video (MAV) system when persons are not posed for the purpose of photographing are not considered field photographs.

**Pat-Down Search** - This type of search is used by Park Rangers in the field to check an individual for weapons. It involves a thorough patting down of clothing to locate any weapons or dangerous items that could pose a danger to the Park Ranger, the detainee, or others.

**Reasonable Suspicion** - Occurs when, under the totality of the circumstances, a Park Ranger has articulable facts that criminal activity may be afoot and a particular person is connected with that possible criminal activity.

### 412.3 FIELD INTERVIEWS

Park Rangers may stop individuals for the purpose of conducting an FI where reasonable suspicion is present. In justifying the stop, the Park Ranger should be able to point to specific facts which, when taken together with rational inferences, reasonably warrant the stop. Such facts include, but are not limited to, the following:

- (a) The appearance or demeanor of an individual suggests that he/she is part of a criminal enterprise or is engaged in a criminal act.

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- (b) The actions of the suspect suggest that he/she is engaged in a criminal activity.
- (c) The hour of day or night is inappropriate for the suspect's presence in the area.
- (d) The suspect's presence in the particular area is suspicious.
- (e) The suspect is carrying a suspicious object.
- (f) The suspect's clothing bulges in a manner that suggests he/she is carrying a weapon.
- (g) The suspect is located in proximate time and place to an alleged crime.
- (h) The Park Ranger has knowledge of the suspect's prior criminal record or involvement in criminal activity.

#### 412.3.1 INITIATING A FIELD INTERVIEW

Park Ranger may initiate the stop of a person when there is articulable, reasonable suspicion to do so. A person however, should not be detained longer than is reasonably necessary to resolve the Park Ranger's suspicions.

Nothing in this policy is intended to discourage consensual contacts. Frequent and random casual contacts with consenting individuals are encouraged by the department to strengthen our community involvement, community awareness and problem identification.

#### **412.4 PAT-DOWN SEARCHES**

A pat-down search of a detained subject may be conducted whenever a Park Ranger reasonably believes that the person may possess an object that can be utilized as an offensive weapon or whenever the Park Ranger has a reasonable fear for his/her own safety or the safety of others. Circumstances that may establish justification for performing a pat-down search include, but are not limited to the following:

- (a) The type of crime suspected, particularly in crimes of violence where the use or threat of deadly weapons is involved.
- (b) Where more than one suspect must be handled by a single Park Ranger.
- (c) The hour of the day and the location or neighborhood where the stop takes place.
- (d) Prior knowledge of the suspect's use of force and/or propensity to carry deadly weapons.
- (e) The appearance and demeanor of the suspect.
- (f) Visual indications which suggest that the suspect is carrying a firearm or other weapon.
- (g) The age and gender of the suspect.

Whenever possible, pat-down searches should be performed by Park Rangers of the same gender.

#### **412.5 FIELD PHOTOGRAPHS**

Park Rangers shall not photograph any field detainee.

## **Criminal Organizations**

### **413.1 PURPOSE AND SCOPE**

The purpose of this policy is to ensure that the department only utilizes Ventura County Sheriff's Office or federal law enforcement resources investigations of criminal organizations and enterprises.

### **413.2 POLICY**

The Department recognizes that certain criminal activities, including but not limited to gang crimes and drug trafficking, often involve some degree of regular coordination and may involve a large number of participants over a broad geographical area.

It is the policy of this department to immediately report relevant information to the appropriate law enforcement agency while respecting the privacy and legal rights of the public.

## Ranger Supervisor

### **414.1 PURPOSE AND SCOPE**

Each patrol shift must be directed by a supervisor who is capable of making decisions and communicating in a manner consistent with departmental policies, procedures, practices, functions and objectives. To accomplish this goal, a Supervisor heads each watch either by on site presence or available via cell phone. In the event the Park Ranger Supervisor or designated acting Ranger Supervisor is not available the Park Services Manager or General Manager will be contacted.

### **414.2 DESIGNATION AS ACTING RANGER SUPERVISOR**

When a Supervisor is unavailable for duty in most instances the senior qualified Park Ranger may be designated as acting Ranger Supervisor. This policy does not preclude the Park Services Manager designating a less senior assigned ranger as an acting Ranger Supervisor.

## Public Recording of Law Enforcement Activity

### 415.1 PURPOSE AND SCOPE

This policy provides guidelines for handling situations in which ~~Park Rangers~~ members of the public photograph or audio/video record law enforcement actions and other public activities that involve Park Rangers -of this department. In addition, this policy provides guidelines for situations where the recordings may be evidence.

### 415.2 POLICY

The Department recognizes the right of persons to lawfully record Park Rangers who are performing their official duties. Park Rangers 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.

Park Rangers 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 Park Rangers performing their official duties.

### 415.3 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 Park Rangers.
  4. Being so close to the activity as to interfere with a Park Ranger's effective communication with a suspect or witness.
- (c) The individual may not present an undue safety risk to the Park Rangers, him/herself or others.

### 415.4 PARK RANGER RESPONSE

Park Rangers should promptly request that 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.

Whenever practicable, Park Rangers or supervisors should give clear and concise warnings to individuals who are conducting themselves in a manner that would cause their recording or behavior to be unlawful. Accompanying the warnings should be clear directions on what an

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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, a Park Ranger 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, Park Rangers shall document in a report the nature and extent of the interference or other unlawful behavior and the warnings that were issued.

#### **415.5 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 Park Ranger 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 Park Rangers, such as how and where to file a complaint.

#### **415.6 SEIZING RECORDINGS AS EVIDENCE**

Park Rangers shall not seize recording devices or media.

## Medical Marijuana

### 416.1 PURPOSE AND SCOPE

The purpose of this policy is to provide Park Rangers with guidelines for investigating the acquisition, possession, transportation, delivery, production or use of marijuana under California's medical marijuana laws.

#### 416.1.1 DEFINITIONS

Definitions related to this policy include:

**Cardholder** - A person issued a current identification card.

**Compassionate Use Act (CUA)** (Health and Safety § 11362.5) - California law intended to provide protection from prosecution to those who are seriously ill and whose health would benefit from the use of marijuana in the treatment of illness for which marijuana provides relief. The CUA does not grant immunity from arrest but rather provides an affirmative defense from prosecution for possession of medical marijuana.

**Identification card** - A valid document issued by the State Department of Public Health to both persons authorized to engage in the medical use of marijuana and also to designated primary caregivers.

**Medical marijuana** - Marijuana possessed by a patient or primary caregiver for legitimate medical purposes.

**Medical Marijuana Program (MMP)** (Health and Safety § 11362.7 et seq.) - California laws passed following the CUA to facilitate the prompt identification of patients and their designated primary caregivers in order to avoid unnecessary arrests and provide needed guidance to law enforcement officers. MMP prohibits arrest for possession of medical marijuana in certain circumstances and provides a defense in others.

**Patient** - A person who is entitled to the protections of the CUA because he/she has received a written or oral recommendation or approval from a physician to use marijuana for medical purposes or any person issued a valid identification card.

**Primary caregiver** - A person designated by the patient, who has consistently assumed responsibility for the patient's housing, health or safety, who may assist the patient with the medical use of marijuana under the CUA or the MMP (Health and Safety Code § 11362.5; Health and Safety Code § 11362.7).

**Statutory amount** - No more than eight ounces of dried, mature, processed female marijuana flowers ("bud") or the plant conversion (e.g., kief, hash, hash oil), and no more than six mature or 12 immature marijuana plants (roots, stems and stem fibers should not be considered).

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#### **416.2 POLICY**

It is the policy of the Casitas Municipal Water District to prioritize resources to forgo making arrests related to marijuana that the arresting Park Ranger reasonably believes would not be prosecuted by state or federal authorities.

California's medical marijuana laws are intended to provide protection to those who are seriously ill and whose health would benefit from the use of medical marijuana.

However, California medical marijuana laws do not affect federal laws and there is no medical exception under federal law for the possession or distribution of marijuana. The Casitas Municipal Water District will exercise discretion to ensure laws are appropriately enforced without unreasonably burdening both those individuals protected under California law and public resources.

#### **416.3 INVESTIGATION**

Investigations involving the possession, delivery, production or use of marijuana generally fall into one of several categories:

- (a) Investigations when no person makes a medicinal claim.
- (b) Investigations when a medicinal claim is made by a cardholder.
- (c) Investigations when a medicinal claim is made by a non-cardholder.

##### **416.3.1 INVESTIGATIONS WITH NO MEDICINAL CLAIM**

In any investigation involving the possession, delivery, production or use of marijuana or drug paraphernalia where no person claims that the marijuana is used for medicinal purposes, the Park Ranger should proceed with a criminal investigation if the amount is greater than permitted for personal use under the Control, Regulate and Tax Adult Use of Marijuana Act (Health and Safety Code § 11362.1; Health and Safety Code § 11362.2). A medicinal defense may be raised at any time, so Park Rangers should document any statements and observations that may be relevant to whether the marijuana was possessed or produced for medicinal purposes.

##### **416.3.2 INVESTIGATIONS INVOLVING A MEDICINAL CLAIM MADE BY A CARDHOLDER**

A cardholder or designated primary caregiver in possession of an identification card shall not be arrested for possession, transportation, delivery or cultivation of medical marijuana at or below the statutory amount unless there is reasonable cause to believe that (Health and Safety Code § 11362.71; Health and Safety Code § 11362.78):

- (a) The information contained in the card is false or falsified.
- (b) The card has been obtained or used by means of fraud.
- (c) The person is otherwise in violation of the provisions of the MMP.
- (d) The person possesses marijuana but not for personal medical purposes.



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Park Rangers who reasonably believe that a person who does not have an identification card in his/her possession has been issued an identification card may treat the investigation as if the person had the card in his/her possession.

Cardholders may possess, transport, deliver or cultivate medical marijuana in amounts above the statutory amount if their doctor has concluded that the statutory amount does not meet the patient's medical needs (Health and Safety Code § 11362.71; Health and Safety Code § 11362.77). Investigations involving cardholders with more than the statutory amount of marijuana should be addressed as provided in this policy for a case involving a medicinal claim made by a non-cardholder.

#### 416.3.3 INVESTIGATIONS INVOLVING A MEDICINAL CLAIM MADE BY A NON-CARDHOLDER

No patient or primary caregiver should be arrested for possession or cultivation of an amount of medical marijuana if the Park Ranger reasonably believes that marijuana is in a form and amount reasonably related to the qualified patient's current medical needs (Health and Safety Code § 11362.5). This arrest guidance also applies to sales, transportation or, delivery of medical marijuana, or maintaining/renting a drug house or building that may be a nuisance if otherwise in compliance with MMP (Health and Safety Code § 11362.765).

Park Rangers are not obligated to accept a person's claim of having a physician's recommendation when the claim cannot be readily verified with the physician but are expected to use their judgment to assess the validity of the person's medical-use claim.

Park Rangers should review any available written documentation for validity and whether it contains the recommending physician's name, telephone number, address and medical license number for verification.

Park Rangers should generally accept verified recommendations by a physician that statutory amounts do not meet the patient's needs (Health and Safety Code § 11362.77).

#### 416.3.4 INVESTIGATIONS INVOLVING A STATE LICENSEE

No person issued a state license under the Business and Professions Code shall be arrested or cited for cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution or sale of medical cannabis or a medical cannabis product related to qualifying patients and primary caregivers when conducted lawfully. Whether conduct is lawful may involve questions of license classifications, local ordinances, specific requirements of the Business and Professions Code and adopted regulations. Park Rangers should consider conferring with a supervisor, the applicable state agency or other Park Ranger with special knowledge in this area and/or appropriate legal counsel before taking enforcement action against a licensee or an employee or agent (Business and Professions Code § 19317; Business and Professions Code § 19319).

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##### 416.3.5 EXCEPTIONS

This policy does not apply to, and Park Rangers should consider taking enforcement action for the following:

- (a) Persons who engage in illegal conduct that endangers others, such as driving under the influence of marijuana in violation of the Vehicle Code (Health and Safety Code § 11362.5).
- (b) Marijuana possession in jails or other correctional facilities that prohibit such possession (Health and Safety Code § 11362.785).
- (c) Smoking marijuana (Health and Safety Code § 11362.79):
  - 1. In any place where smoking is prohibited by law.
  - 2. In or within 1,000 feet of the grounds of a school, recreation center or youth center, unless the medical use occurs within a residence.
  - 3. On a school bus.
  - 4. While in a motor vehicle that is being operated.
  - 5. While operating a boat.
- (d) Use of marijuana by a person on probation or parole, or on bail and use is prohibited by the terms of release (Health and Safety Code § 11362.795).

##### **416.4 FEDERAL LAW ENFORCEMENT**

Park Rangers should provide information regarding a marijuana investigation to federal law enforcement authorities when it is requested by federal law enforcement authorities or whenever the Park Ranger believes those authorities would have a particular interest in the information.

## Foot Pursuits

### **417.1 PURPOSE AND SCOPE**

This policy provides guidelines to assist Park Rangers in making the decision to initiate or continue the pursuit of suspects on foot.

### **417.2 POLICY**

Park Rangers shall immediately notify the Ventura County Sheriff's Office when suspects involved in criminal activity, flee the Jurisdiction on foot or utilizing a vehicle or vessel and provide a general description of the suspect and nature of the crime involved. Park Rangers shall not initiate pursuits of such individuals.

## First Amendment Assemblies

### 418.1 PURPOSE AND SCOPE

This policy provides guidance for responding to public assemblies or demonstrations.

### 418.2 POLICY

Casitas respects the rights of people to peaceably assemble. It is the policy of this department not to unreasonably interfere with, harass, intimidate or discriminate against persons engaged in the lawful exercise of their rights, while also preserving the peace, protecting life and preventing the destruction of property.

All First Amendment assemblies requiring law enforcement presence will be handled by the Ventura County Sheriff's Office or other federal law enforcement agency having jurisdiction.

### 418.3 GENERAL CONSIDERATIONS

Individuals or groups present on the public way, such as public facilities, streets or walkways, generally have the right to assemble, rally, demonstrate, protest or otherwise express their views and opinions through varying forms of communication, including the distribution of printed matter. These rights may be limited by laws or ordinances regulating such matters as the obstruction of individual or vehicle access or egress, trespass, noise, picketing, distribution of handbills and leafleting, and loitering. However, Park Rangers shall not take action or fail to take action based on the opinions being expressed.

Participant behavior during a demonstration or other public assembly can vary. This may include, but is not limited to:

- Lawful, constitutionally protected actions and speech.
- Civil disobedience (typically involving minor criminal acts).
- Rioting.

All of these behaviors may be present during the same event. Therefore, it is imperative that law enforcement actions are measured and appropriate for the behaviors Park Rangers may encounter. This is particularly critical if force is being used. Adaptable strategies and tactics are essential. The purpose of a law enforcement presence at the scene of public assemblies and demonstrations should be to preserve the peace, to protect life and prevent the destruction of property.

Park Rangers should not:

- (a) Engage in assembly or demonstration-related discussion with participants.
- (b) Harass, confront or intimidate participants.
- (c) Seize the cameras, cell phones or materials of participants or observers unless a Park Ranger is placing a person under lawful arrest.

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Supervisors should continually observe Park Rangers under their commands to ensure that Park Rangers' interaction with participants and their response to crowd dynamics is appropriate.

#### **418.4 UNPLANNED EVENTS**

When responding to an unplanned or spontaneous public gathering, the first responding Park Ranger should conduct an assessment of conditions, including, but not limited to, in preparation to report to responding law enforcement:

- Location
- Number of participants
- Apparent purpose of the event
- Leadership (whether it is apparent and/or whether it is effective)
- Any initial indicators of unlawful or disruptive activity
- Indicators that lawful use of public facilities, streets or walkways will be impacted
- Ability and/or need to continue monitoring the incident

Initial assessment information should be promptly communicated to Control 2, and the assignment of a supervisor should be requested. Additional resources should be requested as appropriate. The responding supervisor shall assume command of the incident until command is expressly assumed by another, and the assumption of command is communicated to the involved Park Rangers. A clearly defined command structure that is consistent with the Incident Command System (ICS) should be established as resources are deployed.

#### **418.5 PLANNED EVENT PREPARATION**

For planned events special event permit issued by Casitas is required and will include comprehensive, incident-specific operational plans. Ventura County Sheriff's Office may be included in considering approval for such events.

#### **418.6 MEDIA RELATIONS**

Park Rangers should use the PIO for to use all available avenues of communication, including press releases, briefings, press conferences and social media to maintain open channels of communication with media representatives and the public about the status and progress of the event, taking all opportunities to reassure the public about the professional management of the event (see the Media Relations Policy).

#### **418.7 TRAINING**

Park Rangers should receive periodic training regarding this policy, as well as the dynamics of crowd control and incident management (Penal Code § 13514.5). The department should, when practicable, train with its external and mutual aid partners.

## Suspicious Activity Reporting

### 419.1 PURPOSE AND SCOPE

This policy provides guidelines for reporting and investigating suspicious and criminal activity.

#### 419.1.1 DEFINITIONS

Definitions related to this policy include:

**Involved party** - An individual who has been observed engaging in suspicious activity, as defined in this policy, when no definitive criminal activity can be identified, thus precluding the person's identification as a suspect.

**Suspicious activity** - Any reported or observed activity that a Park Ranger reasonably believes may have a nexus to any criminal act or attempted criminal act, or to foreign or domestic terrorism. Race, ethnicity, national origin or religious affiliation should not be considered as factors that create suspicion (although these factors may be used as specific suspect descriptions). Examples of suspicious activity may include, but are not limited to:

- Suspected pre-operational surveillance or intelligence gathering (e.g., photographing security features, asking questions about sensitive security-related subjects).
- Tests of security measures and response to incidents (e.g., "dry run," creating false alarms, attempts to enter secure areas without authorization).
- Suspicious purchases (e.g., purchasing large quantities of otherwise legal items, such as fertilizer, that could be used to create an explosive or other dangerous device).
- An individual in possession of such things as a hoax explosive or dispersal device, sensitive materials (e.g., passwords, access codes, classified government information), or coded or ciphpered literature or correspondence.

**Suspicious Activity Report (SAR)** - An incident report used to document suspicious activity.

### 419.2 POLICY

The Department recognizes the need to protect the public from criminal conduct and acts of terrorism and shall lawfully collect, maintain and disseminate information regarding suspicious activities, while safeguarding civil liberties and privacy protections.

### 419.3 RESPONSIBILITIES

Park Rangers will identify and report suspicious activities to Ventura County Sheriff's Officer or the law enforcement agency having jurisdiction.

## Medical Aid and Response

### 420.1 PURPOSE AND SCOPE

This policy recognizes that Park Rangers often encounter persons who appear to be in need of medical aid and establishes a law enforcement response to such situations.

### 420.2 POLICY

It is the policy of the department that all Park Rangers be trained to provide emergency medical aid and to facilitate an emergency medical response.

### 420.3 FIRST RESPONDING PARK RANGER RESPONSIBILITIES

Whenever practicable, Park Rangers should take appropriate steps to provide initial medical aid (e.g., first aid, CPR and use of an automated external defibrillator (AED)) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the Park Ranger can safely do so.

Prior to initiating medical aid, the Park Ranger should contact Emergency Services directly or through Control 2 to request response by emergency medical services (EMS) as the Park Ranger deems appropriate.

Park Rangers should follow universal precautions when providing medical aid, such as wearing appropriate gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Park Rangers should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the Park Ranger should provide Control 2 with information for relay to EMS personnel in order to enable an appropriate response, including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
  1. Signs and symptoms as observed by the Park Ranger.
  2. Changes in apparent condition.
  3. Number of patients, gender and age, if known.
  4. Whether the person is conscious, breathing and alert, or is believed to have consumed drugs or alcohol.
  5. Whether the person is showing signs or symptoms of excited delirium or other agitated chaotic behavior.

Park Rangers should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Park Rangers should not direct EMS personnel whether to transport the person for treatment.

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#### **420.4 TRANSPORTING ILL AND INJURED PERSONS**

Except in extraordinary cases where alternatives are not reasonably available, Park Rangers should not transport persons. EMS personnel should be called to handle patient transportation.

Park Rangers shall not provide emergency escort for medical transport or civilian vehicles.

#### **420.5 PERSONS REFUSING EMS CARE**

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, a Park Ranger shall not force that person to receive care or be transported. However, Park Rangers may assist EMS personnel when EMS personnel determine the person lacks mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the Park Ranger should consider proceeding with a 72-hour treatment and evaluation commitment (5150 commitment) process in accordance with the Mental Illness Commitments Policy.

If a Park Ranger believes that a person requires EMS care and the person refuses, he/she should encourage the person to receive medical treatment. The Park Ranger may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

Park Rangers shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

#### **420.6 MEDICAL ATTENTION RELATED TO USE OF FORCE**

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Use of Force, Handcuffing and Restraints.

#### **420.7 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE**

Park Rangers may use an AED only after receiving appropriate training from an approved public safety first aid and CPR course (22 CCR 100014; 22 CCR 100017; 22 CCR 100018).

##### **420.7.1 AED USER RESPONSIBILITY**

Park Rangers who are issued AEDs for use in department vehicles should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly will be taken out of service and given to the Ranger Supervisor who is responsible for ensuring appropriate maintenance.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads will be replaced as recommended by the AED manufacturer.

Any Park Ranger who uses an AED should contact Control 2 as soon as possible and request response by EMS.



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The Park Ranger assigned, will ensure compliance with the department's "Lake Casitas Recreation Area and Casitas Water Adventure Automated External Defibrillator Standing Operating Procedure August 2010" including perform weekly battery inspections, use reporting and equipment maintenance.

#### 420.7.2 AED REPORTING

Park Rangers using an AED will complete an incident report detailing its use. The department's AED Program Medical Director will be notified per the AED Standing Operating Procedures.

#### 420.7.3 AED TRAINING AND MAINTENANCE

The Ranger Supervisor should ensure appropriate training and refresher training is provided to Park Rangers authorized to use an AED. A list of authorized Park Rangers and training records shall be made available for inspection by the local EMS agency (LEMSA) or EMS authority upon request (22 CCR 100021; 22 CCR 100022; 22 CCR 100029).

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## Chapter 5 - Traffic Operations

## Traffic Function and Responsibility

### 500.1 PURPOSE AND SCOPE

The ultimate goal of traffic law enforcement is to reduce traffic collisions and personal injury. This may be achieved through the application of such techniques as geographic/temporal assignment of personnel and equipment and the establishment of preventive patrols to deal with specific categories of unlawful driving behavior. Traffic enforcement techniques are based on accident data, enforcement activity records, traffic volume, and traffic conditions. This department provides enforcement efforts toward violations, not only in proportion to the frequency of their occurrence in accident situations, but also in terms of traffic-related needs.

### 500.2 ENFORCEMENT

The primary job of the Park Ranger is the enforcement of the Casitas' Ordinance 16-01, which include traffic related sections.

While the Park Ranger conducts routine patrol and traffic enforcement, it is the intent of this policy to encourage the Park Ranger to request the California Highway Patrol or any other law enforcement agency for the enforcement of the California Vehicle Code.

Enforcement actions are commensurate with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas and the number of arrests or citations issued by any Park Ranger shall not be used as the sole criterion for evaluating Park Ranger overall performance (Vehicle Code § 41603). The visibility and quality of a Park Ranger's work effort will be commensurate with the philosophy of this policy. Several methods are effective in the reduction of collisions:

#### 500.2.1 WARNINGS

Warnings or other non-punitive enforcement actions should be considered in each situation and substituted for arrests or citations when circumstances warrant, especially in the case of inadvertent violations.

#### 500.2.2 CITATIONS

Citations may be issued when a Park Ranger believes it is appropriate. It is essential that Park Rangers fully explain the rights and requirements imposed on motorists upon issuance of a citation for a traffic violation. Park Rangers should provide the following information at a minimum:

- (a) Explanation of the violation or charge
- (b) Administrative review and appeal process
- (c) Notice of whether the motorist can enter a plea and pay the fine by mail or in person

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##### 500.2.3 PHYSICAL ARREST

Park Rangers are discouraged from making physical arrest on criminal traffic offenses outlined in the Vehicle Code or Penal Code. Park Rangers should detain violators and request either the California Highway Patrol or any other law enforcement agency having jurisdiction.

The below listed traffic offences are just an example of the types of violations a Park Ranger may become involved with.

- (a) Vehicular manslaughter
- (b) Felony and misdemeanor driving under the influence of alcohol/drugs
- (c) Felony or misdemeanor hit-and-run
- (d) Any other misdemeanor at the discretion of the Park Ranger, such as reckless driving with extenuating circumstances

##### 500.3 HIGH-VISIBILITY VESTS

The department has provided American National Standards Institute (ANSI) Class II high-visibility vests to increase the visibility of Park Rangers who may be exposed to hazards presented by passing traffic, maneuvering or operating vehicles, machinery and equipment (23 CFR 655.601; 8 CCR 1598).

Although intended primarily for use while performing traffic related assignments, high-visibility vests should be worn at any time increased visibility would improve the safety or efficiency of the Park Ranger.

##### 500.3.1 REQUIRED USE

Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests should be worn at any time it is anticipated that a Park Ranger will be exposed to the hazards of approaching traffic or construction and recovery equipment. Examples of when high-visibility vests should be worn include traffic control duties, accident investigations, lane closures and while at disaster scenes, or anytime high visibility is desirable. When emergency conditions preclude the immediate donning of the vest, Park Rangers should retrieve and wear the vest as soon as conditions reasonably permit. Use of the vests shall also be mandatory when directed by a supervisor.

##### 500.3.2 CARE AND STORAGE OF HIGH-VISIBILITY VESTS

High-visibility vests shall be maintained in each patrol unit. Before going into service each Park Ranger shall ensure a serviceable high-visibility vest is properly stored.

A supply of high-visibility vests will be maintained in the equipment room for replacement of damaged or unserviceable vests. The Ranger Supervisor should be promptly notified whenever the supply of vests in the equipment room needs replenishing.

## Traffic Collision Reporting

### 501.1 PURPOSE AND SCOPE

The department utilizes the California Highway Patrol for the documentation of all traffic accidents.

### 501.2 REPORTING SITUATIONS

#### 501.2.1 TRAFFIC COLLISIONS WITH PARK RANGERS

When a Park Ranger is involved in a traffic collision within the Jurisdiction resulting in a serious injury or fatality, the Ranger Supervisor will notify the California Highway Patrol [or the agency having jurisdiction](#) for assistance.

The term serious injury is defined as any injury that may result in a fatality.

#### 501.2.2 TRAFFIC COLLISIONS WITH OTHER DISTRICT EMPLOYEES OR OFFICIALS

The Park Ranger Supervisor or on-duty Park Ranger, will request assistance from the California Highway Patrol for the investigation of any traffic collision involving any District official or employee where a serious injury or fatality has occurred.

## Vehicle and Vessel Towing and Release

### 502.1 PURPOSE AND SCOPE

This policy provides the procedures for towing a vehicle by or at the direction of the department. Nothing in this policy shall require the department to tow a vehicle or vessel.

### 502.2 POLICY

All vehicles or vessels will be towed pursuant to Casitas' Ordinance.

#### 502.2.1 VEHICLE STORAGE REPORT

Park Rangers requesting towing of a vehicle or vessel shall complete an incident report accurately recording the mileage, if applicable and a description of property within the vehicle (Vehicle Code § 22850). A copy of the storage report should be given to the tow truck operator and the original shall be submitted to the Management as soon as practicable after the vehicle/vessel is stored.

#### 502.2.2 DRIVING A TOWED NON-DISTRICT VEHICLE/VESSEL

Vehicles and vessels which have been towed by or at the direction of the department should not be driven by Park Rangers unless it is necessary to move a vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant or to comply with posted signs.

### 502.3 TOWING SERVICES

The division periodically calls a tow firm for tow service. A firm will be used in the following situations:

- (a) When it is necessary to safeguard a vehicle/vessel due to the inability of the owner or operator to take the required action.
- (b) When it is otherwise necessary to store a motor vehicle/vessel. This would include situations involving the recovery of stolen or abandoned vehicles/vessels, and the removal from the jurisdiction vehicles and vessels obstructing traffic in violation of state or local regulations.
- (c) Per Casitas' Ordinance for failure to pay fees.

## Impaired Driving

### 503.1 PURPOSE AND SCOPE

This policy provides guidance to Park Rangers who play a role in the detection and investigation of driving under the influence (DUI).

### 503.2 POLICY

The department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of California's impaired driving laws.

If a Park Ranger comes into contact with a driver suspected of being under the influence, the Park Ranger will contact the California Highway Patrol or any other law enforcement agency having jurisdiction. The Park Ranger will detain the suspected driver until the responding agency arrives.

### 503.3 INVESTIGATIONS

All investigations involving suspected driving under the influence will be handled by the California Highway Patrol or any other law enforcement agency having jurisdiction.

## Ordinance Citations

### 504.1 PURPOSE AND SCOPE

This policy outlines the responsibility for Casitas' Ordinance including traffic citations, the procedure for dismissal, correction, and voiding of citations.

### 504.2 RESPONSIBILITIES

The Ranger Supervisor shall be responsible for the development and design of all department citations in compliance with the Casitas' Ordinance.

The Ranger Supervisor and Management shall be responsible for the supply and accounting of all citations books issued to members of this department.

### 504.3 VOIDING CITATIONS

Voiding a citation may occur when a citation has not been completed or where it is completed, but not issued. All copies of the citation shall be presented to a supervisor to approve the voiding of the citation. The citation and copies shall then be forwarded to administration for filing.

### 504.4 DISPOSITION OF CITATIONS

The file copies of all citations issued by Park Rangerst shall be forwarded to the Park Ranger's immediate supervisor for review. The citation copies shall then be filed with the Management.

Upon separation from employment with the this department, all Park Rangers issued traffic citations books shall return any unused citations to the Management.

### 504.5 NOTICE OF ORDINANCE VIOLATION APPEAL PROCEDURE

Disposition of notice of parking violation appeals is conducted pursuant to Vehicle Code § 40215.

#### 504.5.1 APPEAL STAGES

Appeals may be pursued:

- (a) Administrative reviews are conducted by the Park Ranger Supervisor or the Park Services Manager if the citation was written by the Park Ranger Supervisor who will review written/ documentary data. Requests for administrative reviews are available at the Park Ranger office. These requests are informal written statements outlining why the notice of parking violation should be dismissed. Copies of documentation relating to the notice of parking violation and the request for dismissal must be mailed to the current mailing address of the processing agency.
- (b) If the appellant wishes to pursue the matter beyond administrative review, an administrative hearing may be conducted in person or by written application, at the election of the appellant. Independent referees review the existent administrative file, amendments, and/ or testimonial material provided by the appellant and may conduct further investigation or follow-up on their own.



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#### *Ordinance Citations*

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- (c) If the appellant wishes to pursue the matter beyond an administrative hearing, the Casitas Board of Directors will serve as the final decision on the matter.

#### **504.5.2 TIME REQUIREMENTS**

Administrative review or appearance before a hearing examiner will not be provided if the mandated time limits are not adhered to by the violator.

- (a) Requests for an administrative review must be postmarked within 21 calendar days of issuance of the notice of parking violation, or within 14 calendar days of the mailing of the Notice of Delinquent Parking (Violation Vehicle Code § 40215(a)).
- (b) Requests for administrative hearings must be made no later than 21 calendar days following the notification mailing of the results of the administrative review (Vehicle Code § 40215(b)).
- (c) An administrative hearing shall be held within 90 calendar days following the receipt of a request for an administrative hearing, excluding time tolled pursuant to Vehicle Code § 40200 - 40225. The person requesting the hearing may request one continuance, not to exceed 21 calendar days (Vehicle Code § 40215).
- (d) Registered owners of vehicles may transfer responsibility for the violation via timely affidavit of non-liability when the vehicle has been transferred, rented or under certain other circumstances (Vehicle Code § 40209 and Vehicle Code § 40210).

#### **504.5.3 COSTS**

- (a) There is no cost for an administrative review.
- (b) Appellants must pay the full amount due for the citation, or provide satisfactory proof of their inability to pay, before receiving an administrative hearing.

#### **504.6 JUVENILE CITATIONS**

Completion of traffic citation forms for juveniles may vary slightly from the procedure for adults. The juvenile's age, place of residency, and the type of offense should be considered before issuing the juvenile a citation.

## Disabled Vehicles

### 505.1 PURPOSE AND SCOPE

Vehicle Code § 20018 provides that all law enforcement agencies having responsibility for traffic enforcement may develop and adopt a written policy to provide assistance to motorists in disabled vehicles within their primary jurisdiction.

### 505.2 PARK RANGER RESPONSIBILITY

When an on-duty Park Ranger observes a disabled vehicle on the roadway within the Recreation Area, the Park Ranger should make a reasonable effort to provide assistance. If that Park Ranger is assigned to a call of higher priority, the dispatcher should be advised of the location of the disabled vehicle and the need for assistance. The dispatcher should then assign another available Park Ranger to respond for assistance as soon as practical. If no other Park Ranger is available, the California Highway Patrol will be called.

### 505.3 EXTENT OF ASSISTANCE

In most cases, a disabled motorist will require assistance. After arrangements for assistance are made, continued involvement by a Park Ranger will be contingent on the time of day, the location, the availability of departmental resources, and the vulnerability of the disabled motorist.

#### 505.3.1 MECHANICAL REPAIRS

Park Rangers shall not make mechanical repairs to a disabled vehicle.

#### 505.3.2 RELOCATION OF DISABLED VEHICLES

Park Rangers shall not relocate disabled vehicles. If a hazard exists, the Park Ranger will utilize his vehicles emergency lighting to help mitigate the hazard. The Park Ranger will notify the California Highway Partol and advise them of the situation.

#### 505.3.3 RELOCATION OF DISABLED MOTORIST

The relocation of a disabled motorist should only occur with the person's consent and should be suggested when conditions reasonably indicate that immediate movement is necessary to mitigate a potential hazard. The Park Ranger may stay with the disabled motorist to await pickup.

### 505.4 PUBLIC ACCESS TO THIS POLICY

This written policy is available upon request.

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## Chapter 6 - Investigation Operations

## Investigation and Prosecution

### 600.1 PURPOSE AND SCOPE

The purpose of this policy is to set guidelines and requirements pertaining to the handling and disposition of criminal investigations.

### 600.2 POLICY

It is the policy of the Casitas Municipal Water District to contact County of Ventura Sheriff's Office or other law enforcement agency to serve as the lead agency for crimes other than Lake Casitas Recreation Area's Ordinance 16-01 violations.

### 600.3 INITIAL INVESTIGATION

#### 600.3.1 PARK RANGER RESPONSIBILITIES

Park Ranger responsible for an initial investigation shall complete no less than the following:

- (a) Make a preliminary determination of whether a crime has been committed by completing, at a minimum:
  - 1. An initial statement from any witnesses or complainants.
  - 2. A cursory examination for evidence.
- (b) If information indicates a crime has occurred, the Park Ranger shall:
  - 1. Preserve the scene and any evidence as required to complete the initial and follow-up investigation.
  - 2. Contact the Ventura County Sheriff's Office or any other law enforcement agency having jurisdiction.
  - 3. Complete and submit the appropriate reports and documentation.
- (c) If the preliminary determination is that no crime occurred, determine what other action may be necessary, what other resources may be available, and advise the informant or complainant of this information.

## Informants

### 601.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of informants.

#### 601.1.1 DEFINITIONS

Definitions related to this policy include:

**Informant** - A person who covertly interacts with other individuals or suspects at the direction of, request of, or by agreement with the department for law enforcement purposes. This also includes a person agreeing to supply information to the department for a benefit (e.g., a quid pro quo in the form of a reduced criminal penalty, money).

### 601.2 POLICY

Casitas does not authorize the use of informants.

## Brady Material Disclosure

### 602.1 PURPOSE AND SCOPE

This policy establishes guidelines for identifying and releasing potentially exculpatory or impeachment information (so-called “*Brady* information”) to a prosecuting attorney.

#### 602.1.1 DEFINITIONS

Definitions related to this policy include:

**Brady information** -Information known or possessed by the Casitas Municipal Water District that is both favorable and material to the current prosecution or defense of a criminal defendant.

### 602.2 POLICY

The Casitas Municipal Water District will conduct fair and impartial criminal investigations and will provide the prosecution with both incriminating and exculpatory evidence, as well as information that may adversely affect the credibility of a witness. In addition to reporting all evidence of guilt, the Casitas Municipal Water District will assist the prosecution by complying with its obligation to disclose information that is both favorable and material to the defense. The department will identify and disclose to the prosecution potentially exculpatory information, as provided in this policy.

### 602.3 DISCLOSURE OF INVESTIGATIVE INFORMATION

Park Rangers must include in their investigative reports adequate investigative information and reference to all material evidence and facts that are reasonably believed to be either incriminating or exculpatory to any individual in the case. If a Park Ranger learns of potentially incriminating or exculpatory information any time after submission of a case, the Park Ranger or the handling investigator must prepare and submit a supplemental report documenting such information as soon as practicable. Supplemental reports shall be promptly processed and transmitted to the prosecutor’s office.

If information is believed to be privileged or confidential (e.g., protected personnel files), the Park Ranger should discuss the matter with a supervisor and/or prosecutor to determine the appropriate manner in which to proceed.

Evidence or facts are considered material if there is a reasonable probability that they would affect the outcome of a criminal proceeding or trial. Determining whether evidence or facts are material often requires legal or even judicial review. If a Park Ranger is unsure whether evidence or facts are material, the Park Ranger should address the issue with a supervisor.

Supervisors who are uncertain about whether evidence or facts are material should address the issue in a written memo to an appropriate prosecutor. A copy of the memo should be retained in the department case file.

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#### *Brady Material Disclosure*

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#### **602.4 DISCLOSURE OF PERSONNEL INFORMATION**

Whenever it is determined that *Brady* information is located in the personnel file of a Park Ranger who is a material witness in a criminal case, the following procedure shall apply:

- (a) In the event that a *Pitchess* motion has not already been filed by the criminal defendant or other party pursuant to Evidence Code § 1043, the prosecuting attorney shall be notified of the potential presence of *Brady* information in the Park Ranger's personnel file.
- (b) The prosecuting attorney should then be requested to file a *Pitchess* motion in order to initiate an in camera review by the court.
- (c) Any Park Ranger who is the subject of such a motion shall be notified in writing that a motion has been filed.
- (d) The Custodian of Records shall accompany all relevant files during any in camera inspection and address any issues or questions raised by the court in determining whether any information contained in the files is both material and favorable to the criminal defendant.
- (e) If the court determines that there is relevant *Brady* information contained in the files, only that information ordered released will be copied and released to the parties filing the motion.
  1. Prior to the release of any information pursuant to this process, the Custodian of Records should request a protective order from the court limiting the use of such information to the involved case and requiring the return of all copies upon completion of the case.

#### **602.5 INVESTIGATING BRADY ISSUES**

If the department receives information from any source that a Park Ranger may have issues of credibility, dishonesty or has been engaged in an act of moral turpitude or criminal conduct, the information shall be investigated and processed in accordance with the Personnel Complaints Policy.

#### **602.6 TRAINING**

Park Rangers should receive periodic training on the requirements of this policy.

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## Chapter 7 - Equipment



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## Department Owned and Personal Property

### 700.1 PURPOSE AND SCOPE

Park Rangers are expected to properly care for department property assigned or entrusted to them. Park Rangers may also suffer occasional loss or damage to personal or department property while performing their assigned duty. Certain procedures are required depending on the loss and ownership of the item.

### 700.2 CARE OF DEPARTMENTAL PROPERTY

Park Rangers shall be responsible for the safekeeping, serviceable condition, proper care, use and replacement of department property assigned or entrusted to them. A Park Ranger's intentional or negligent abuse or misuse of department property may lead to discipline.

- (a) Park Rangers shall promptly report through their chain of command, any loss, damage to, or unserviceable condition of any department issued property or equipment assigned for their use.
- (b) The use of damaged or unserviceable department property should be discontinued as soon as practical and replaced with comparable department property as soon as available and following notice to a supervisor.
- (c) Except when otherwise directed by competent authority or required by exigent circumstances, department property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) Department property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without proper authority.
- (e) In the event that any department property becomes damaged or unserviceable, no Park Ranger shall attempt to repair the property without prior approval of a supervisor.

### 700.3 FILING CLAIMS FOR PERSONAL PROPERTY

Claims for reimbursement for damage or loss of personal property must be made on the proper form. This form is submitted to the Park Ranger's immediate supervisor. The supervisor may require a separate written report of the loss or damage.

The supervisor shall direct a memo to the appropriate Ranger Supervisor, which shall include the results of his/her investigation and whether the Park Ranger followed proper procedures. The supervisor's report shall address whether reasonable care was taken to prevent the loss or damage.

Upon review by staff and a finding that no misconduct or negligence was involved, repair or replacement may be recommended by the Park Services Manager who will then forward the claim to the Finance department.

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#### *Department Owned and Personal Property*

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The department will not replace or repair luxurious or overly expensive items (jewelry, exotic equipment, etc.) that are not reasonably required as a part of work.

#### 700.3.1 REPORTING REQUIREMENT

A verbal report shall be made to the Park Ranger's immediate supervisor as soon as circumstances permit.

A written report shall be submitted before the Park Ranger goes off duty or within the time frame directed by the supervisor to whom the verbal report is made.

#### **700.4 LOSS OR DAMAGE OF PROPERTY OF ANOTHER**

Park Rangers intentionally or unintentionally may cause damage to the real or personal property of another while performing their duties. Any Park Ranger who damages or causes to be damaged any real or personal property of another while performing any law enforcement functions, regardless of jurisdiction, shall report it as provided below.

- (a) A verbal report shall be made to the Park Ranger's immediate supervisor as soon as circumstances permit.
- (b) A written report shall be submitted before the Park Ranger goes off duty or within the time frame directed by the supervisor to whom the verbal report is made.

#### 700.4.1 DAMAGE BY PERSON OF ANOTHER AGENCY

If employees of another jurisdiction cause damage to real or personal property belonging to the District, it shall be the responsibility of the Park Ranger present or the employee responsible for the property to make a verbal report to his/her immediate supervisor as soon as circumstances permit. The Park Ranger shall submit a written report before going off duty or as otherwise directed by the supervisor.

These written reports, accompanied by the supervisor's written report, shall promptly be forwarded to the appropriate Ranger Supervisor.

## Personal Communication Devices

### 701.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of mobile telephones and communication devices, whether issued or funded by the department or personally owned, while on-duty or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless capable tablets and similar wireless two-way communications and/or portable Internet access devices. PCD use includes, but is not limited to, placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games and accessing sites or services on the Internet.

### 701.2 POLICY

The Casitas Municipal Water District allows Park Rangers to utilize department-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used while on-duty, or used off-duty in any manner reasonably related to the business of the department, will be subject to monitoring and inspection consistent with the standards set forth in this policy.

The inappropriate use of a PCD while on-duty may impair officer safety. Additionally, Park Rangers are advised and cautioned that the use of a personally owned PCD either on-duty or after duty hours for business-related purposes may subject the Park Ranger and the Park Ranger's PCD records to civil or criminal discovery or disclosure under applicable public records laws.

Park Rangers who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from supervisory personnel.

### 701.3 PRIVACY EXPECTATION

Park Rangers forfeit any expectation of privacy with regard to any communication accessed, transmitted, received or reviewed on any PCD issued or funded by the department/office and shall have no expectation of privacy in their location should the device be equipped with location detection capabilities (see the Information Technology Use Policy for additional guidance).

#### 701.3.1 CALIFORNIA ELECTRONIC COMMUNICATIONS PRIVACY ACT (CALECPA)

No Park Ranger is authorized to be the sole possessor of a department-issued PCD. Department-issued PCDs can be retrieved, reassigned, accessed or used by any Park Ranger as directed by a supervisor without notice. Park Ranger use of a department-issued PCD and use of a personal PCD at work or for work-related business constitutes specific consent for access for department purposes. Prior to conducting an administrative search of a PCD, supervisors should consult legal counsel to ensure access is consistent with CalECPA (Penal Code § 1546; Penal Code § 1546.1).

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##### **701.4 DEPARTMENT ISSUED PCD**

Depending on a Park Ranger's assignment and the needs of the position, the department may, at its discretion, issue or fund a PCD. Department-issued or funded PCDs are provided as a convenience to facilitate on-duty performance only. Such devices and the associated telephone number shall remain the sole property of the department and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause.

Unless a Park Ranger is expressly authorized by the Park Services Manager or the authorized designee for off-duty use of the PCD, the PCD will either be secured in the workplace at the completion of the tour of duty or will be turned off when leaving the workplace.

##### **701.5 PERSONALLY OWNED PCD**

Park Rangers may carry a personally owned PCD while on-duty, subject to the following conditions and limitations:

- (a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.
- (b) The department accepts no responsibility for loss of or damage to a personally owned PCD.
- (c) The PCD and any associated services shall be purchased, used and maintained solely at the Park Ranger's expense.
- (d) The device should not be used for work-related purposes except in exigent circumstances (e.g., unavailability of radio communications). Park Rangers will have a reduced expectation of privacy when using a personally owned PCD in the workplace and have no expectation of privacy with regard to any department business-related communication.
  - 1. Park Rangers may use personally owned PCDs on-duty for routine administrative work as authorized by the Park Services Manager.
- (e) The device shall not be utilized to record or disclose any business-related information, including photographs, video or the recording or transmittal of any information or material obtained or made accessible as a result of employment with the department, without the express authorization of the Park Services Manager or the authorized designee.
- (f) Use of a personally owned PCD while at work or for work-related business constitutes consent for the department to access the PCD to inspect and copy data to meet the needs of the department, which may include litigation, public records retention and release obligations and internal investigations. If the PCD is carried on-duty, Park Rangers will provide the department with the telephone number of the device.
- (g) All work-related documents, emails, photographs, recordings or other public records created or received on a Park Rangers's personally owned PCD should be transferred to the Casitas Municipal Water District and deleted from the Park Ranger's PCD as soon as reasonably practicable but no later than the end of the Park Ranger's shift.

Except with prior express authorization from their supervisor, Park Rangers are not obligated or required to carry, access, monitor or respond to electronic communications using a personally

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#### *Personal Communication Devices*

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owned PCD while off-duty. If a Park Ranger is in an authorized status that allows for appropriate compensation consistent with policy or existing memorandum of understanding or collective bargaining agreements, or if the Park Ranger has prior express authorization from his/her supervisor, the Park Ranger may engage in business-related communications. Should Park Rangers engage in such approved off-duty communications or work, Park Rangers entitled to compensation shall promptly document the time worked and communicate the information to their supervisors to ensure appropriate compensation. Park Rangers who independently document off-duty department-related business activities in any manner shall promptly provide the department with a copy of such records to ensure accurate record keeping.

#### **701.6 USE OF PCD**

The following protocols shall apply to all PCDs that are carried while on-duty or used to conduct department business:

- (a) A PCD shall not be carried in a manner that allows it to be visible while in uniform, unless it is in an approved carrier.
- (b) All PCDs in the workplace shall be set to silent or vibrate mode.
- (c) A PCD may not be used to conduct personal business while on-duty, except for brief personal communications (e.g., informing family of extended hours). Park Rangers shall endeavor to limit their use of PCDs to authorized break times, unless an emergency exists.
- (d) Park Rangers may use a PCD to communicate with other personnel in situations where the use of radio communications is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular radio communications.
- (e) Park Rangers are prohibited from taking pictures, audio or video recordings or making copies of any such picture or recording media unless it is directly related to official department business. Disclosure of any such information to any third party through any means, without the express authorization of the Park Services Manager or the authorized designee, may result in discipline.
- (f) Park Rangers will not access social networking sites for any purpose that is not official department business.
- (g) Using PCDs to harass, threaten, coerce or otherwise engage in inappropriate conduct with any third party is prohibited. Any Park Ranger having knowledge of such conduct shall promptly notify a supervisor.

#### **701.7 SUPERVISOR RESPONSIBILITIES**

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that Park Rangers under their command are provided appropriate training on the use of PCDs consistent with this policy.

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#### *Personal Communication Devices*

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- (b) Monitoring, to the extent practicable, PCD use in the workplace and taking prompt corrective action if a Park Ranger is observed or reported to be improperly using a PCD.
1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
  2. Before conducting any administrative search of a Park Ranger's personally owned device, supervisors should consult with the Park Services Manager or the authorized designee.

#### **701.8 OFFICIAL USE**

Park Rangers are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while utilizing PCDs to ensure that sensitive information is not inadvertently transmitted. As soon as reasonably possible, Park Rangers shall conduct sensitive or private communications on a land-based or other department communications network.

#### **701.9 USE WHILE DRIVING**

The use of a PCD while driving can adversely affect safety, cause unnecessary distractions and present a negative image to the public. Park Rangers operating emergency vehicles should restrict the use of these devices to matters of an urgent nature and should, where practicable, stop the vehicle at an appropriate location to use the PCD.

## Vehicle and Vessel Maintenance

### 702.1 PURPOSE AND SCOPE

Park Rangers are responsible for assisting in maintaining department vehicles and vessels so that they are properly equipped, properly maintained, properly refueled and present a clean appearance.

### 702.2 DEFECTIVE VEHICLES AND VESSELS

When a department vehicle or vessel becomes inoperative or in need of repair that affects the safety of the vehicle or vessel, that vehicle or vessel shall be removed from service for repair. Proper documentation shall be promptly completed by the Park Ranger who first becomes aware of the defective condition, describing the correction needed. The paperwork shall be promptly forwarded to vehicle maintenance for repair.

#### 702.2.1 DAMAGE OR POOR PERFORMANCE

Vehicles or vessels that may have been damaged, or perform poorly shall be removed from service for inspections and repairs as soon as practicable.

#### 702.2.2 SEVERE USE

Vehicles and vessels operated under severe-use conditions, which include operations for which the vehicle is not designed or that exceed the manufacturer's parameters, should be removed from service and subjected to a safety inspection as soon as practicable. Such conditions may include rough roadway or off-road driving, hard or extended braking.

### 702.3 VEHICLE AND VESSEL EQUIPMENT

Certain items shall be maintained in all department vehicles and vessels for emergency purposes and to perform routine duties.

#### 702.3.1 PATROL VEHICLES AND VESSELS

Park Rangers shall inspect the patrol vehicle and vessel at the beginning of the shift and ensure that the following equipment is present in the vehicle:

- 1 Roll Crime Scene Barricade Tape
- 1 First Aid Kit, CPR Mask
- 1 AED Automated External Defibrillator - Vehicle Only
- 1 Blanket
- 1 Blood-borne Pathogen Kit, Included Protective Gloves
- 1 Hazardous Waste Disposal Bag
- 1 Traffic Safety Vest
- 1 Hazardous Materials Emergency Response Handbook

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#### *Vehicle and Vessel Maintenance*

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1 Rescue Tube - Vessel Only

#### **702.4 VEHICLE AND VESSEL REFUELING**

Absent emergency conditions or supervisor approval, Park Rangers driving patrol vehicles and vessels shall not place a vehicle or vessel in service that has less than one-quarter tank of fuel. Vehicles and vessels shall only be refueled at the authorized location.

#### **702.5 WASHING OF VEHICLES AND VESSELS**

All units shall be kept clean at all times and weather conditions and water use due to drought conditions permitting, shall be washed on District property as necessary to enhance the appearance.

#### **702.6 CIVILIAN EMPLOYEE USE OF PARK RANGER VEHICLES AND VESSELS**

Park Rangers shall ensure that when appropriate civilian employees prominently display the "out of service" placards or lightbar covers. Park Rangers shall ensure that civilian employees do not operate the emergency lights or siren of any vehicle or vessel.



## Vehicle and Vessel Use

### 703.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a system of accountability to ensure department vehicles and vessels are used appropriately. This policy provides guidelines for on and off duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the District to provide assigned take home vehicles.

### 703.2 POLICY

Casitas provides vehicles and vessels for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the department, requirements for other considerations.

### 703.3 USE OF VEHICLES

#### 703.3.1 SHIFT ASSIGNED VEHICLES

If applicable, the Ranger Supervisor shall ensure a copy of the shift assignment roster indicating Park Ranger assignments and vehicle numbers is completed for each shift and retained in accordance with the established records retention schedule. If a Park Ranger exchanges vehicles during his/her shift, the new vehicle number shall be documented on the roster.

#### 703.3.2 OTHER USE OF VEHICLES AND VESSELS

Park Rangers utilizing a vehicle or vessel for any purpose other than their normally assigned duties or normal vehicle or vessel assignment (e.g., transportation to training, community event) shall first notify the Ranger Supervisor. A notation will be made on the shift assignment roster indicating the Park Ranger's name and vehicle/vessel number.

This subsection does not apply to those who are assigned to vehicle/vessel transportation duties to and from the maintenance yard or carwash.

#### 703.3.3 INSPECTIONS

Park Rangers shall be responsible for inspecting the interior and exterior of any assigned vehicle/vessel before taking the vehicle/vessel into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

District vessels need to be appropriately cabled and a tamper proof tag added when leaving the Lake Casitas Recreation Area per the anti-invasive species program guidelines.

The interior of any vehicle/vessel that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

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#### *Vehicle and Vessel Use*

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All department vehicles/vessels are subject to inspection and/or search at any time by a supervisor without notice and without cause. No Park Ranger assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

#### 703.3.4 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles/vessels should be locked/secured at all times. No key should be left in the vehicle/vessel except when it is necessary that the vehicle/vessel be left running (e.g., continued activation of emergency lights, equipment charging). Park Rangers who exit a vehicle rapidly in an emergency situation must carefully balance the need to exit the vehicle/vessel quickly with the need to secure the vehicle/vessel.

Park Rangers shall ensure all contents are secured while the vehicle/vessel is unattended.

#### 703.3.5 VEHICLE LOCATION SYSTEM

Patrol and other vehicles, at the discretion of the General Manager, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, Park Rangers are not relieved of their responsibility to use required communication practices to report their location and status.

Park Rangers shall not make any unauthorized modifications to the system. At the start of each shift, Park Rangers shall verify that the system is on and report any malfunctions to their supervisor. If the Park Ranger finds that the system is not functioning properly at any time during the shift, he/she should exchange the vehicle for one with a working system, if available.

System data may be accessed by supervisors at any time. However, access to historical data by other than supervisors will require Ranger Supervisor approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

#### 703.3.6 KEYS

Park Rangers approved to operate marked patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Park Rangers who are assigned a specific vehicle should be issued keys for that vehicle.

Park Rangers shall not duplicate keys. The loss of a key shall be promptly reported in writing through the Park Ranger's chain of command.

#### 703.3.7 AUTHORIZED PASSENGERS

Park Rangers operating department vehicles shall not permit persons other than District personnel or persons required to be conveyed in the performance of duty, or as otherwise authorized.

#### 703.3.8 ALCOHOL

Park Rangers who have consumed alcohol are prohibited from operating any department vehicle/vessel.

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##### 703.3.9 PARKING

Except when responding to an emergency or when urgent department-related business requires otherwise, Park Rangers driving department vehicles should obey all parking regulations at all times.

Department vehicles should be parked in assigned stalls. Park Rangers shall not park privately owned vehicles in stalls assigned to department vehicles or in other areas of the parking lot that are not so designated unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

##### 703.3.10 ACCESSORIES AND/OR MODIFICATIONS

There shall be no vehicle modifications, additions or removal of any equipment or accessories without permission from the Ranger Supervisor or Park Services Manager.

#### **703.4 INDIVIDUAL PARK RANGER ASSIGNMENT TO VEHICLES**

Department vehicles may be assigned to individual Park Ranger at the discretion of the Park Services Manager. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the Park Ranger is unable to perform his/her regular assignment.

##### 703.4.1 ON-DUTY USE

Vehicle/vessel assignments shall be based on the nature of the Park Ranger's duties, job description and essential functions, and employment or appointment status.

##### 703.4.2 MAINTENANCE

Park Rangers are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles/vessels. Cleaning and maintenance supplies will be provided by the department. Failure to adhere to these requirements may result in discipline and loss of vehicle/vessel use or assignment. The following should be performed as outlined below:

- (a) Park Rangers shall make daily inspections of their assigned vehicles/vessels for service/maintenance requirements and damage.
- (b) It is the Park Ranger's responsibility to ensure that his/her assigned vehicle/vessel is maintained according to the established service and maintenance schedule.
- (c) All scheduled vehicle/vessel maintenance and washes shall be performed as necessary at a facility approved by the department supervisor in charge of vehicle maintenance.
- (d) The department shall be notified of problems with the vehicle/vessel and approve any major repairs before they are performed.
- (e) The assigned Park Ranger shall make inspections per the Safety Officer to ensure vehicles/vessels are being maintained in accordance with this policy.

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##### **703.5 DAMAGE, ABUSE AND MISUSE**

When any department vehicle/vessel is involved in a collision or otherwise incurs damage, the involved Park Ranger shall promptly notify a supervisor. Any traffic collision report shall be filed with the agency having jurisdiction (see the Traffic Collision Reporting Policy).

Damage to any department vehicle/vessel that was not caused by a traffic collision shall be immediately reported during the shift in which the damage was discovered, documented in memorandum format and forwarded to the Ranger Supervisor. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

##### **703.6 ATTIRE AND APPEARANCE**

When operating any department vehicle/vessel Park Rangers may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the department.

## Cash Handling, Security and Management

### 704.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure Park Rangers handle cash appropriately in the performance of their duties.

### 704.2 POLICY

It is the policy of Casitas to properly handle and document cash transactions and to maintain accurate records of cash transactions in order to protect the integrity of department operations and ensure the public trust.

### 704.3 PETTY CASH FUNDS

The Finance Manager shall designate a person as the fund manager responsible for maintaining and managing the district's petty cash fund.

Each petty cash fund requires the creation and maintenance of an accurate and current transaction ledger and the filing of invoices, receipts, cash transfer forms and expense reports by the fund manager.

### 704.4 PETTY CASH TRANSACTIONS

The fund manager shall document all transactions on the ledger and any other appropriate forms. Each person participating in the transaction shall sign or otherwise validate the ledger, attesting to the accuracy of the entry. Transactions should include the filing of an appropriate receipt, invoice or cash transfer form. Transactions that are not documented by a receipt, invoice or cash transfer form require an expense report.

### 704.5 ROUTINE CASH HANDLING

Those who handle cash as part of their duties shall discharge those duties in accordance with this policy.

Park Rangers who routinely accept payment for department services shall discharge those duties in accordance with the procedures established for those tasks.

### 704.6 OTHER CASH HANDLING

Park Rangers who, within the course of their duties, are in possession of cash that is not their property or that is outside their defined cash-handling responsibilities shall, as soon as practicable, verify the amount, summon another Park Ranger to verify their accounting, and process the cash for safekeeping or as evidence or found property, in accordance with the Property and Evidence Policy.

Cash in excess of \$10 requires immediate notification of a supervisor, special handling, verification and accounting by the supervisor. Park Rangers involved in this process shall complete an appropriate report or record entry.

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#### *Cash Handling, Security and Management*

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## Chapter 8 - Support Services

## Control 2

### 800.1 PURPOSE AND SCOPE

This policy establishes guidelines for Park Park Rangers governing the basic functions Control 2. It addresses the immediate information needs of the department in the course of its normal daily activities and during emergencies.

### 800.2 POLICY

It is the policy of the department to provide 24-hour telephone service to the public for information and for routine or emergency assistance. The department provides two-way radio capability providing communication between Control 2 and Park Rangers in the field.

### 800.3 CONTROL 2

The communications function is vital and central to all emergency service operations.

Control 2 is a limited communication system monitored by the gate and office staff. Park Rangers should be aware that Control 2 is limited in it's hours of service and the number of gate staff working at the time. While communications via radio with the Park Ranger is a priority, Park Rangers should know there will be times that Control 2 will not be available. Park Rangers working in the field should conduct themselves accordingly. A Park Ranger needing assistance when Control 2 is unavailable should call 911 and request assistance from a responding law enforcement agency.

### 800.4 CALL HANDLING

When a call for services is received, the Park Ranger or Control 2 staff will reasonably and quickly attempt to determine whether the call is an emergency or non-emergency, and shall quickly ascertain the call type, location and priority by asking four key questions:

- Where?
- What?
- When?
- Who?

If the Park Ranger or Control 2 staff determines that the caller has a hearing and/or speech impairment or disability, he/she shall immediately instruct the caller to dial 911.

If the Park Ranger or Control 2 staff determines that the caller is a limited English proficiency (LEP) individual, the dispatcher should quickly determine whether sufficient information can be obtained to initiate an appropriate response. If language assistance is still needed, the Park Ranger or Control 2 staff will instruct the caller to dial 911.

Park Rangers and Control 2 staff should be courteous, patient and respectful when dealing with the public.



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##### **800.4.1 EMERGENCY CALLS**

A call is considered an emergency when there is an immediate or potential threat to life or serious property damage, and the timely arrival of public safety assistance is of the utmost importance. A person reporting an emergency should not be placed on hold until the Park Ranger or Control 2 staff has obtained all necessary information to ensure the safety of the responding Park Rangers and affected individuals.

Emergency calls should be dispatched immediately.

##### **800.4.2 NON-EMERGENCY CALLS**

A call is considered a non-emergency call when there is no immediate or potential threat to life or property. A person reporting a non-emergency may be placed on hold, if necessary, to allow the dispatcher to handle a higher priority or emergency call.

The reporting person should be advised if there will be a delay in the dispatcher returning to the telephone line or when there will be a delay in the response for service.

#### **800.5 RADIO COMMUNICATIONS**

The Park Ranger radio system is for official use only, to be used by any Park Ranger or Control 2 to communicate with Park Rangers working in the field. All transmissions shall be professional and made in a calm, businesslike manner, using proper language and correct procedures. Such transmissions shall include, but are not limited to:

- (a) Park Rangers acknowledging Control 2 with their radio identification call signs and current location.
- (b) Park Rangers acknowledging and responding promptly to all radio transmissions.
- (c) Park Rangers keeping Control 2 advised of their status and location.
- (d) Park Rangers acknowledgements shall be concise and without further comment unless additional information is needed.

The Ranger Supervisor shall be notified of radio procedure violations or other causes for complaint. All complaints and violations will be investigated and reported to the complainant's supervisor and processed through the chain of command.

##### **800.5.1 FEDERAL COMMUNICATIONS COMMISSION COMPLIANCE**

Casitas Municipal Water District radio operations shall be conducted in accordance with Federal Communications Commission (FCC) procedures and requirements.

##### **800.5.2 RADIO IDENTIFICATION**

Radio call signs are assigned to Park Rangers based on factors such as duty assignment, uniformed patrol assignment and/or Park Ranger identification number. Park Rangers shall identify themselves on the radio with the appropriate station name or number, and identify the Park Ranger by his/her call sign. Park Rangers should use their call signs when initiating communication with Control 2. The use of the call sign allows for a brief pause so that the Park Ranger or Control 2 can acknowledge the appropriate Park Ranger. Park Rangers initiating communication with

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other law enforcement or support agencies shall use their entire radio call sign, which includes the department station name or number.

#### **800.6 CONFIDENTIALITY**

Information that becomes available through Control 2 may be confidential or sensitive in nature. Park Rangers or Control 2 staff shall treat information that becomes known to them as confidential and release to a supervisor staff upon request.

Automated data, such as Department of Motor Vehicle records, warrants, criminal history information, records of internal Ranger files or medical information, shall only be made available to authorized law enforcement personnel. Prior to transmitting confidential information via the radio, an admonishment shall be made that confidential information is about to be broadcast.

## Property and Evidence

### 801.1 PURPOSE AND SCOPE

This policy provides for the proper collection, storage, and security of evidence and other property. Additionally, this policy provides for the protection of the chain of evidence and those persons authorized to remove and/or destroy property.

This division does not book or maintain any items that would be considered evidence in a criminal investigation. All items of evidence will be turned over to the investigating agency.

The Ventura County Sheriff's Office will be requested to respond and take custody of all firearms.

### 801.2 DEFINITIONS

**Property** - Includes all items of evidence, items taken for safekeeping and found property.

**Evidence** - Includes items taken or recovered in the course of an investigation that may be used in the prosecution of a case. This includes photographs and latent fingerprints.

**Safekeeping** - Includes the following types of property:

- Property obtained by the department for safekeeping such as a firearm will be turned over to the Ventura County Sheriff's Office
- Personal property of an arrestee not taken as evidence
- Property taken for safekeeping under authority of a law (e.g., Welfare and Institutions Code § 5150 (mentally ill persons))

**Found property** - Includes property found by an employee or citizen that has no apparent evidentiary value and where the owner cannot be readily identified or contacted.

### 801.3 PROPERTY HANDLING

Lake Casitas Recreation Area provides storage for customers who want to voluntarily place items into safe keeping. This area is located behind the Park Ranger main office office. Valuable or very small items placed into safe keeping, may be stored inside the Park Ranger main office at the discretion of the Park Ranger.

Park Rangers placing items into safe keeping will complete the appropriate property report located at the front gate. Park Rangers removing property from safe keeping will document its release back to the owners.

#### 801.3.1 NARCOTICS AND DANGEROUS DRUGS

All narcotics and dangerous drugs shall be turned over to the Ventura County Sheriff's Office or any other law enforcement agency having jurisdiction.

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##### 801.3.2 EXPLOSIVES

Park Rangers who encounter a suspected explosive device shall promptly notify the Ventura County Sheriff's Office and their immediate supervisor.

## Management Procedures

### 802.1 PURPOSE AND SCOPE

The Assistant to the General Manager or General Manager shall maintain the department records on a current basis to reflect the procedures being followed within Management. Policies and procedures that apply to Park Rangers are contained in this chapter.

#### 802.1.1 NUMERICAL FILING SYSTEM

Incident Reports are filed numerically within the department and with the General Manager.

Reports are numbered commencing with the last two digits of the current year followed by a sequential number beginning with 00001 starting at midnight on the first day of January of each year. As an example, case number YY-00001 would be the first new case beginning January 1 of a new year.

### 802.2 FILE ACCESS AND SECURITY

All completed and signed reports including, but not limited to, initial, supplemental, follow-up, evidence, and all reports critical to a case shall be maintained in a secure area within Management accessible only to authorized Management personnel. Access to report files after hours or when records personnel are otherwise not available may be obtained through the Ranger Supervisor.

Park Rangers shall not access, view or distribute, or allow anyone else to access, view or distribute any record, file or report, whether hard copy or electronic file format, except in accordance with department policy and with a legitimate law enforcement or business purpose or as otherwise permissible by law. All reports requested by other than department, Law Enforcement or Bureau of Reclamation personnel will be released only by the Assistant to the General Manager.

#### 802.2.1 REQUESTING ORIGINAL REPORTS

Generally, original reports shall not be removed from Management. Should an original report be needed for any reason the requesting Park Ranger shall first obtain authorization from the Assistant to the General Manager or General Manager. All original reports removed from the Management shall be recorded on the Report Check-Out Log which shall constitute the only authorized manner by which an original report may be removed from the Management.

### 802.3 REQUISITION OF SUPPLIES

All Park Rangers who are in need of supplies shall complete a purchase requisition with access granted by the Park Services Manager. The purchase process shall be approved by a supervisor and submitted in the department's purchasing system.

Only designated Park Rangers shall issue supplies.

## Records Maintenance and Release

### 803.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

### 803.2 POLICY

Casitas is committed to providing public access to records in a manner that is consistent with the California Public Records Act (Government Code § 6250 et seq.).

### 803.3 CUSTODIAN OF RECORDS RESPONSIBILITIES

The Assistant to the General Manager is the Custodian of Records. The responsibilities of the Custodian of Records include, but are not limited to:

- (a) Managing the records management system for the department, including the retention, archiving, release and destruction of department public records.
- (b) Maintaining and updating the department records retention schedule including:
  1. Identifying the minimum length of time the department must keep records.
  2. Identifying the department division responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring a current schedule of fees for public records as allowed by law is available (Government Code § 6253).
- (g) Ensuring that public records posted on the department website meet the requirements of Government Code § 6253.10 including, but not limited to, posting in an open format where a record may be retrieved, downloaded, indexed and searched by a commonly used Internet search application.
- (h) Ensuring that a list and description, when applicable, of enterprise systems (as defined by Government Code § 6270.5) is publicly available upon request and posted in a prominent location on the department's website.

### 803.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any Park Ranger who receives a request for records shall route the request to the Custodian of Records or the authorized designee.

#### 803.4.1 REQUESTS FOR RECORDS

Any member of the public, including the media and elected officials, may access unrestricted records of this department, during regular business hours by submitting a written and signed

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request that reasonably describes each record sought and paying any associated fees (Government Code § 6253).

The processing of requests for any record is subject to the following (Government Code § 6253):

- (a) The department is not required to create records that do not exist.
- (b) Victims of an incident or their authorized representative shall not be required to show proof of legal presence in the United States to obtain department records or information. If identification is required, a current driver's license or identification card issued by any state in the United States, a current passport issued by the United States or a foreign government with which the United States has a diplomatic relationship or current Matricula Consular card is acceptable (Government Code § 6254.30).
- (c) Either the requested record or the reason for non-disclosure will be provided promptly, but no later than 10 days from the date of request, unless unusual circumstances preclude doing so. If more time is needed, an extension of up to 14 additional days may be authorized by the Custodian of Records or the authorized designee. If an extension is authorized, the department shall provide the requester written notice that includes the reason for the extension and the anticipated date of the response.
  - 1. When the request does not reasonably describe the records sought, the Custodian of Records shall assist the requester in making the request focused and effective in a way to identify the records or information that would be responsive to the request including providing assistance for overcoming any practical basis for denying access to the records or information. The Custodian of Records shall also assist in describing the information technology and physical location in which the record exists (Government Code § 6253.1).
  - 2. If the record requested is available on the department website, the requester may be directed to the location on the website where the record is posted. If the requester is unable to access or reproduce the record, a copy of the record shall be promptly provided.
- (d) Upon request, a record shall be provided in an electronic format utilized by the department. Records shall not be provided only in electronic format unless specifically requested (Government Code § 6253.9).
- (e) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released.
  - 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.
- (f) If a record request is denied in whole or part, the requester shall be provided a written response that includes the statutory exemption for withholding the record or facts that the public interest served by nondisclosure outweighs the interest served by disclosure

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(Government Code § 6255). The written response shall also include the names, titles or positions of each person responsible for the denial.

#### **803.5 RELEASE RESTRICTIONS**

Examples of release restrictions include:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address and telephone number; and medical or disability information that is contained in any driver license record, motor vehicle record or any department record, including traffic collision reports, are restricted except as authorized by the department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).
- (b) Social Security numbers (Government Code § 6254.29).
- (c) Personnel records, medical records and similar records which would involve an unwarranted invasion of personal privacy (Government Code § 6254; Penal Code § 832.7; Penal Code § 832.8; Evidence Code § 1043 et seq.).
  1. Peace officer personnel records are deemed confidential and shall not be made public or otherwise released to unauthorized individuals or entities absent a valid court order.
  2. The identity of any Park Ranger subject to any criminal or administrative investigation shall not be released without the consent of the involved Park Ranger, prior approval of the [Park Services Manager](#) [Custodian of Records](#) or as required by law.
- (d) Victim information that may be protected by statutes, including victims of certain crimes who have requested that their identifying information be kept confidential, victims who are minors and victims of certain offenses (e.g., sex crimes or human trafficking, Penal Code § 293). Addresses and telephone numbers of a victim or a witness to any arrested person or to any person who may be a defendant in a criminal action shall not be disclosed, unless it is required by law (Government Code § 6254; Penal Code § 841.5).
  1. Victims of domestic violence or their representative shall be provided, without charge, one copy of all domestic violence incident report face sheets, one copy of all domestic violence incident reports, or both, pursuant to the requirements and time frames of Family Code § 6228.
- (e) Information involving confidential informants, intelligence information, information that would endanger the safety of any person involved or information that would endanger the successful completion of the investigation or a related investigation. This includes analysis and conclusions of investigating Park Rangers (Evidence Code § 1041; Government Code § 6254).
  1. Absent a statutory exemption to the contrary or other lawful reason to deem information from reports confidential, information from unrestricted agency reports shall be made public as outlined in Government Code § 6254(f).
- (f) Local criminal history information including, but not limited to, arrest history and disposition, and fingerprints shall only be subject to release to those agencies and individuals set forth in Penal Code § 13300.



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1. All requests from criminal defendants and their authorized representatives (including attorneys) shall be referred to the District Attorney, District Counsel or the courts pursuant to Penal Code § 1054.5.
- (g) Certain types of reports involving, but not limited to, child abuse and molestation (Penal Code § 11167.5), elder and dependent abuse (Welfare and Institutions Code § 15633) and juveniles (Welfare and Institutions Code § 827).
- (h) Sealed autopsy and private medical information concerning a murdered child with the exceptions that allow dissemination of those reports to law enforcement agents, prosecutors, defendants or civil litigants under state and federal discovery laws (Code of Civil Procedure §130).
- (i) Information contained in CCW permit applications or other files which would tend to reveal where the applicant is vulnerable or which contains medical or psychological information (Government Code § 6254).
- (j) Traffic collision reports (and related supplemental reports) shall be considered confidential and subject to release only to the California Highway Patrol, Department of Motor Vehicles (DMV), other law enforcement agencies and those individuals and their authorized representatives set forth in Vehicle Code § 20012.
- (k) Any record created exclusively in anticipation of potential litigation involving this department (Government Code § 6254).
- (l) Any memorandum from legal counsel until the pending litigation has been adjudicated or otherwise settled (Government Code § 6254.25).
- (m) Records relating to the security of the department's electronic technology systems (Government Code § 6254.19).
- (n) Any other record not addressed in this policy shall not be subject to release where such record is exempt or prohibited from disclosure pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code § 6254).
- (o) Information connected with juvenile court proceedings or the detention or custody of a juvenile. Federal officials may be required to obtain a court order to obtain certain juvenile information (Welfare and Institutions Code § 827.9; Welfare and Institutions Code § 831).

#### **803.6 SUBPOENAS AND DISCOVERY REQUESTS**

Any Park Ranger who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Custodian of Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, District Counsel or the courts.

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All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the department so that a timely response can be prepared.

#### **803.7 RELEASED RECORDS TO BE MARKED**

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the department name and to whom the record was released.

Each audio/video recording released should include the department name and to whom the record was released.

#### **803.8 SEALED RECORD ORDERS**

Sealed record orders received by the department shall be reviewed for appropriate action by the Custodian of Records. The Custodian of Records shall seal such records as ordered by the court. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction. Once the record is sealed, Park Rangers shall respond to any inquiry as though the record did not exist (Penal Code § 851.8; Welfare and Institutions Code § 781).

#### **803.9 SECURITY BREACHES**

The Assistant to the General Manager or General Manager shall ensure notice is given anytime there is a reasonable belief an unauthorized person has acquired either unencrypted personal identifying information or encrypted personal information along with the encryption key or security credential stored in any department information system (Civil Code § 1798.29).

Notice shall be given as soon as reasonably practicable to all individuals whose information may have been acquired. The notification may be delayed if the department determines that notification will impede a criminal investigation or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

For the purposes of this requirement, personal identifying information includes an individual's first name or first initial and last name in combination with any one or more of the following:

- Social Security number
- Driver license number or California identification card number
- Account number or credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account
- Medical information
- Health insurance information
- A username or email address, in combination with a password or security question and answer that permits access to an online account
- Information or data collected by Automated License Plate Reader (ALPR) technology

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##### 803.9.1 FORM OF NOTICE

- (a) The notice shall be written in plain language, be consistent with the format provided in Civil Code § 1798.29 and include, to the extent possible, the following:
1. The date of the notice.
  2. Name and contact information for the Casitas Municipal Water District.
  3. A list of the types of personal information that were or are reasonably believed to have been acquired.
  4. The estimated date or date range within which the security breach occurred.
  5. Whether the notification was delayed as a result of a law enforcement investigation.
  6. A general description of the security breach.
  7. The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a Social Security number or a driver license or California identification card number.
- (b) The notice may also include information about what the Casitas Municipal Water District has done to protect individuals whose information has been breached and may include information on steps that the person whose information has been breached may take to protect him/herself (Civil Code § 1798.29).
- (c) When a breach involves an online account, and only a username or email address in combination with either a password or security question and answer that would permit access to an online account, and no other personal information has been breached (Civil Code § 1798.29):
1. Notification may be provided electronically or in another form directing the person to promptly change either his/her password or security question and answer, as applicable, or to take other appropriate steps to protect the online account with the department in addition to any other online accounts for which the person uses the same username or email address and password or security question and answer.
  2. When the breach involves an email address that was furnished by the Casitas Municipal Water District, notification of the breach should not be sent to that email address but should instead be made by another appropriate medium as prescribed by Civil Code § 1798.29.

##### 803.9.2 MANNER OF NOTICE

- (a) Notice may be provided by one of the following methods (Civil Code § 1798.29):
1. Written notice.
  2. Electronic notice if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in 15 USC § 7001.
  3. Substitute notice if the cost of providing notice would exceed \$250,000, the number of individuals exceeds 500,000 or the department does not have sufficient contact information. Substitute notice shall consist of all of the following:

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- (a) Email notice when the department has an email address for the subject person.
  - (b) Conspicuous posting of the notice on the department's webpage for a minimum of 30 days.
4. Notification to major statewide media and the California Information Security Office within the California Department of Technology.
- (b) If a single breach requires the department to notify more than 500 California residents, the department shall electronically submit a sample copy of the notification, excluding any personally identifiable information, to the Attorney General.

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## Protected Information

### 804.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by Park Rangers. This policy addresses the protected information that is used in the day-to-day operation of the department and not the public records information covered in the Records Maintenance and Release Policy.

#### 804.1.1 DEFINITIONS

Definitions related to this policy include:

**Protected information** - Any information or data that is collected, stored or accessed by Park Rangers is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

### 804.2 POLICY

Park Rangers will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

### 804.3 RESPONSIBILITIES

The Park Services Manager shall select a Park Ranger of the department to coordinate the use of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Ensuring Park Ranger compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Department of Motor Vehicle (DMV) records and California Law Enforcement Telecommunications System (CLETS).
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.
- (e) Resolving specific questions that arise regarding authorized recipients of protected information.
- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

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#### **804.4 ACCESS TO PROTECTED INFORMATION**

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Casitas policy or training. Only Park Rangers who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the Park Ranger has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a Park Ranger to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

##### **804.4.1 PENALTIES FOR MISUSE OF RECORDS**

It is a misdemeanor to furnish, buy, receive or possess Department of Justice criminal history information without authorization by law (Penal Code § 11143).

Authorized persons or agencies violating state regulations regarding the security of Criminal Offender Record Information (CORI) maintained by the California Department of Justice may lose direct access to CORI (11 CCR 702).

#### **804.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION**

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A Park Ranger who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Assistant to the General Manager or General Manager for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through Management to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to Park Rangers in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of Park Rangers, or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

##### **804.5.1 REVIEW OF CRIMINAL OFFENDER RECORD**

Individuals requesting to review their own California criminal history information shall be referred to the Department of Justice (Penal Code § 11121).

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Individuals shall be allowed to review their arrest or conviction record on file with the department after complying with all legal requirements regarding authority and procedures in Penal Code § 11120 through Penal Code § 11127 (Penal Code § 13321).

#### **804.6 SECURITY OF PROTECTED INFORMATION**

The Park Services Manager will select a Park Ranger to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Park Services Manager and appropriate authorities.

#### **804.6.1 PARK RANGER RESPONSIBILITIES**

Park Rangers accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

#### **804.7 TRAINING**

All Park Rangers authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

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## Chapter 9 - Personnel



## Park Ranger Recruitment and Selection

### 900.1 PURPOSE AND SCOPE

This policy provides a framework for Park Ranger recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Casitas Municipal Water District and that are promulgated and maintained by Human Resources.

### 900.2 POLICY

In accordance with applicable federal, state and local law, the Casitas Municipal Water District provides equal opportunities for applicants and employees, regardless of race, gender expression, age, pregnancy, religion, creed, color, national origin, ancestry, physical or mental handicap, genetic information, veteran status, marital status, sex or any other protected class or status. The department does not show partiality or grant any special status to any applicant, employee or group of employees unless otherwise required by law.

The department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

### 900.3 SELECTION PROCESS

The department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. Minimally, the department should employ a comprehensive screening, background investigation and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
- (b) Driving record
- (c) Reference checks
- (d) Employment eligibility verification, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents
- (e) Information obtained from public Internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (g) Local, state and federal criminal history record checks
- (h) Lie detector test when legally permissible (Labor Code § 432.2), or if warranted during background investigation.
- (i) Medical and psychological examination (may only be given after a conditional offer of employment)

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- (j) Review board or selection committee assessment

#### **900.4 BACKGROUND INVESTIGATION**

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the department (11 CCR 1953).

The narrative report and any other relevant background information shall be shared with the psychological evaluator. Information shall also be shared with others involved in the hiring process if it is relevant to their respective evaluations (11 CCR 1953).

##### 900.4.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and the California Investigative Consumer Reporting Agencies Act (ICRAA) (15 USC § 1681d; Civil Code § 1786.16).

##### 900.4.2 STATE NOTICES

If information disclosed in a candidate's criminal offender record information (CORI) is the basis for an adverse employment decision, a copy of the CORI shall be provided to the applicant (Penal Code § 11105).

##### 900.4.3 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the Human Resources Manager shall not require candidates to provide passwords, account information or access to password-protected social media accounts (Labor Code § 980).

The Human Resources Manager should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, Internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.
- (c) The department fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the Human Resources Manager should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

##### 900.4.4 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a narrative report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions.

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The report and all supporting documentation shall be included in the candidate's background investigation file (11 CCR 1953).

#### 900.4.5 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

#### **900.5 DISQUALIFICATION GUIDELINES**

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

#### **900.6 EMPLOYMENT STANDARDS**

All candidates shall meet the minimum standards required by state law (Government Code § 1029; Government Code § 1031; 11 CCR 1950 et seq.). Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the department and the community. The California Commission on Peace Officer Standards and Training (POST) developed a Job Dimensions list, which is used as a professional standard in background investigations.

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Human Resources department should maintain validated standards for all positions.

#### 900.6.1 STANDARDS FOR PARK RANGERS

Candidates shall meet the minimum standards established by POST (Government Code § 1029; Government Code § 1031; 11 CCR 1950 et seq.):

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- (a) Free of any felony convictions
- (b) Citizen of the United States, or permanent resident alien eligible for and has applied for citizenship
- (c) At least 18 years of age
- (d) Fingerprinted for local, state and national fingerprint check
- (e) Good moral character as determined by a thorough background investigation (11 CCR 1953)
- (f) High school graduate, passed the GED or other high school equivalency test or obtained a two year, four year or advanced degree from an accredited or approved institution
- (g) Free from any physical, emotional or mental condition which might adversely affect the exercise of police powers (11 CCR 1954; 11 CCR 1955)
- (h) Candidates must also satisfy the POST selection requirements, including (11 CCR 1950 et seq.):
  - 1. Reading and writing ability assessment (11 CCR 1951)
  - 2. Oral interview to determine suitability for law enforcement service (11 CCR 1952)

In addition to the above minimum POST required standards, candidates may be subjected to additional standards established by the department (Penal Code § 13510(d)).

## Anti-Retaliation

### 901.1 PURPOSE AND SCOPE

This policy prohibits retaliation against Park Rangers who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety or well-being of Park Rangers.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit Park Rangers' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a Park Ranger pursuant to any applicable federal law, provision of the U.S. Constitution, law, ordinance or memorandum of understanding.

### 901.2 POLICY

Casitas has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation Park Rangers who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

### 901.3 RETALIATION PROHIBITED

No Park Ranger may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or unjustified change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because he/she has engaged in protected activity.

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#### **901.4 COMPLAINTS OF RETALIATION**

Any Park Ranger who feels he/she has been retaliated against in violation of this policy should promptly report the matter to any supervisor, command staff, Park Services Manager or the District Human Resources Manager, or the General Manager.

Park Rangers shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Park Rangers shall not report or state an intention to report information or an allegation knowing it to be false, with willful or reckless disregard for the truth or falsity of the information or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting Park Ranger is known, thereby allowing investigators to obtain additional information from the reporting Park Ranger. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting Park Ranger's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the Park Ranger is part of the investigative process.

#### **901.5 SUPERVISOR RESPONSIBILITIES**

Supervisors are expected to remain familiar with this policy and ensure that Park Rangers under their command are aware of its provisions.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring complaints of retaliation are investigated as provided in the Personnel Complaints Policy.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the Park Services Manager via the chain of command and explaining to the Park Ranger how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any Park Ranger making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of a Park Ranger to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by a Park Ranger who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

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##### **901.6 MANAGEMENT STAFF RESPONSIBILITIES**

The Park Services Manager should communicate to all supervisors the prohibition against retaliation.

Management staff shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

- (a) Communicating to all Park Rangers the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

##### **901.7 WHISTLE-BLOWING**

California law protects Park Rangers who (Labor Code § 1102.5; Government Code § 53296 et seq.):

- (a) Report a violation of a state or federal statute or regulation to a government or law enforcement agency, including the Park Rangers's supervisor or any other Park Ranger with the authority to investigate the reported violation.
- (b) Provide information or testify before a public body if the Park Ranger has reasonable cause to believe a violation of law occurred.
- (c) Refuse to participate in an activity that would result in a violation of a state or federal statute or regulation.
- (d) File a complaint with a local agency about gross mismanagement or a significant waste of funds, abuse of authority or a substantial and specific danger to public health or safety. Park Rangers shall exhaust all available administrative remedies prior to filing a formal complaint.
- (e) Are family members who have engaged in any protected acts described above.

Park Rangers are encouraged to report any legal violations through the chain of command (Labor Code § 1102.5).

Park Rangers who believe they have been the subject of retaliation for engaging in such protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the Human Resources for investigation pursuant to the Personnel Complaints Policy.

##### **901.7.1 DISPLAY OF WHISTLE-BLOWER LAWS**

The department shall display a notice to Park Rangers regarding their rights and responsibilities under the whistle-blower laws, including the whistle-blower hotline maintained by the Office of the Attorney General (Labor Code § 1102.8).

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#### **901.8 RECORDS RETENTION AND RELEASE**

The Assistant to the General Manager or General Manager shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

#### **901.9 TRAINING**

The policy should be reviewed with each new Park Ranger.

All Park Rangers should receive periodic refresher training on the requirements of this policy.



## Reporting of Park Ranger Convictions

### 902.1 PURPOSE AND SCOPE

Convictions of certain offenses may restrict or prohibit a Park Ranger's ability to properly perform official duties. Therefore, all Park Rangers shall be required to promptly notify the department of any past and current criminal convictions.

The Human Resources Manager shall submit in a timely manner a notice to the Commission on Peace Officer Standards and Training (POST) of any appointment, termination, reinstatement, name change or status change regarding any peace officer, reserve peace officer, public safety dispatcher and records supervisor employed by this department (11 CCR 1003).

The Human Resources Manager shall submit in a timely manner a notice to POST of a felony conviction or Government Code § 1029 reason that disqualifies any current peace officer employed by this department or any former peace officer if this department was responsible for the investigation (11 CCR 1003).

### 902.2 CRIMINAL CONVICTIONS

Government Code § 1029 prohibits any person convicted of a felony from being a peace officer in the State of California. This prohibition applies regardless of whether the guilt was established by way of a verdict, guilty or nolo contendere plea.

Convictions of certain violations of the Vehicle Code and other provisions of law may also place restrictions on a Park Ranger's ability to fully perform the duties of the job.

Moreover, while legal restrictions may or may not be imposed by statute or by the courts upon conviction of any criminal offense, criminal conduct by Park Ranger of this department may be inherently in conflict with law enforcement duties and the public trust.

### 902.3 REPORTING PROCEDURE

All Park Rangers and all retired Park Rangers with an identification card issued by the department shall promptly notify their immediate supervisor (or the Park Services Manager in the case of retired Park Rangers) in writing of any past or current criminal arrest or conviction regardless of whether or not the matter is currently on appeal and regardless of the penalty or sentence, if any.

All Park Rangers and all retired Park Rangers with an identification card issued by the department shall further promptly notify their immediate supervisor (or the Park Services Manager in the case of retired Park Rangers) in writing if the Park Ranger or retiree becomes the subject of a domestic violence restraining order or similar court order.

Any Park Ranger whose criminal conviction unduly restricts or prohibits that Park Ranger from fully and properly performing his/her duties may be disciplined including, but not limited to, being placed on administrative leave, reassignment and/or termination. Any effort to remove such

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disqualification or restriction shall remain entirely the responsibility of the Park Ranger on his/her own time and expense.

Any Park Ranger failing to provide prompt written notice pursuant to this policy shall be subject to discipline.

## Drug- and Alcohol-Free Workplace

### 903.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace.

### 903.2 POLICY

It is the policy of this department to provide a drug- and alcohol-free workplace for all Park Rangers.

### 903.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of Park Rangers and the public. Such use shall not be tolerated (41 USC § 8103).

Park Rangers who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected Park Rangers shall notify the Ranger Supervisor or appropriate supervisor as soon as the Park Ranger is aware that he/she will not be able to report to work. If the Park Ranger is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the Park Ranger is adversely affected while on-duty, he/she shall be immediately removed and released from work (see Work Restrictions in this policy).

#### 903.3.1 USE OF MEDICATIONS

Park Rangers should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any Park Ranger who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on-duty status.

No Park Ranger shall be permitted to work or drive a vehicle owned or leased by the department while taking any medication that has the potential to impair his/her abilities, without a written release from his/her physician.

### 903.4 PARK RANGER RESPONSIBILITIES

Park Rangers shall report for work in an appropriate mental and physical condition. Park Rangers are prohibited from purchasing, manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on department premises or on department time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Park Rangers shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow Park Ranger poses a risk to the health and safety of the Park Ranger or others due to drug or alcohol use.

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Park Rangers are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

#### **903.5 EMPLOYEE ASSISTANCE PROGRAM**

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Park Rangers should contact the Human Resources department, their insurance providers or the employee assistance program for additional information. It is the responsibility of each Park Ranger to seek assistance before alcohol or drug problems lead to performance problems.

#### **903.6 WORK RESTRICTIONS**

If a Park Ranger informs a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with a safe and efficient job performance, the Park Ranger may be required to obtain clearance from his/her physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a Park Ranger is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the Park Ranger from continuing work and shall ensure that he/she is safely transported away from the department.

#### **903.7 REQUESTING SCREENING TESTS**

The supervisor may request a Park Ranger to submit to a screening test under the following circumstances:

- (a) The supervisor reasonably believes, based upon objective facts, that the Park Ranger is under the influence of alcohol or drugs that are impairing his/her ability to perform duties safely and efficiently.
- (b) During the performance of his/her duties, the Park Ranger drives a motor vehicle and becomes involved in an incident that results in bodily injury to him/herself or another person, or substantial damage to property.

##### **903.7.1 SUPERVISOR RESPONSIBILITY**

The supervisor shall prepare a written record documenting the specific facts that led to the decision to request the test, and shall inform the Park Ranger in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the Park Ranger.
- (c) The Park Ranger may refuse the test, but refusal may result in dismissal or other disciplinary action.

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##### 903.7.2 SCREENING TEST REFUSAL

A Park Ranger may be subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.
- (c) Violates any provisions of this policy.

##### **903.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT**

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a Park Ranger, the department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the Park Ranger to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

##### **903.9 CONFIDENTIALITY**

The department recognizes the confidentiality and privacy due to its Park Rangers. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the Park Ranger involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the Park Ranger assistance program are considered confidential medical records and shall be maintained separately from the Park Ranger's other personnel files.

## Communicable Diseases

### 904.1 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of Park Rangers contracting and/or spreading communicable diseases.

#### 904.1.1 DEFINITIONS

Definitions related to this policy include:

**Communicable disease** - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include, but are not limited to, hepatitis B virus (HBV), HIV and tuberculosis.

**Exposure** - When an eye, mouth, mucous membrane or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a Park Ranger's position at the Casitas Municipal Water District. (See the exposure control plan for further details to assist in identifying whether an exposure has occurred.)

### 904.2 POLICY

The Casitas Municipal Water District is committed to providing a safe work environment for its Park Rangers. Park Rangers should be aware that they are ultimately responsible for their own health and safety.

### 904.3 EXPOSURE CONTROL OFFICER

The District's Safety Officer is the person assigned as the Exposure Control Officer (ECO). The ECO shall develop an exposure control plan that includes:

- (a) Exposure-prevention and decontamination procedures.
- (b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that department Park Rangers will have no-cost access to the appropriate personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) for each Park Ranger's position and risk of exposure.
- (d) Evaluation of persons in custody for any exposure risk and measures to separate them (15 CCR 1051; 15 CCR 1207).
- (e) Compliance with all relevant laws or regulations related to communicable diseases, including:
  1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136).
  2. Bloodborne pathogen mandates including (8 CCR 5193):

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- (a) Sharps injury log.
  - (b) Needleless systems and sharps injury protection.
3. Airborne transmissible disease mandates including (8 CCR 5199):
  - (a) Engineering and work practice controls related to airborne transmissible diseases.
  - (b) Distribution of appropriate personal protective equipment to minimize exposure to airborne disease.
4. Promptly notifying the county health officer regarding Park Ranger exposures (Penal Code § 7510).
5. Establishing procedures to ensure that Park Ranger request exposure notification from health facilities when transporting a person that may have a communicable disease (Health and Safety Code § 1797.188).

The ECO should also act as the liaison with the Division of Occupational Safety and Health (Cal/ OSHA) and may request voluntary compliance inspections. The ECO shall annually review and update the exposure control plan and review implementation of the plan (8 CCR 5193).

#### **904.4 EXPOSURE PREVENTION AND MITIGATION**

##### 904.4.1 GENERAL PRECAUTIONS

All Park Rangers are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable disease. This includes, but is not limited to (8 CCR 5193):

- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks or other specialized equipment in the work area or department vehicles, as applicable.
- (b) Wearing department-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., flashlight, control devices, clothing and portable radio) as soon as possible if the equipment is a potential source of exposure.
  1. Clothing that has been contaminated by blood or other potentially infectious materials shall be removed immediately or as soon as feasible and stored/decontaminated appropriately.

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- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

#### 904.4.2 IMMUNIZATIONS

Park Rangers who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (8 CCR 5193).

#### **904.5 POST EXPOSURE**

##### 904.5.1 INITIAL POST-EXPOSURE STEPS

Members who experience an exposure or suspected exposure shall:

- (a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practicable.

##### 904.5.2 REPORTING REQUIREMENTS

The supervisor on-duty shall investigate every exposure or suspected exposure that occurs as soon as possible following the incident. The supervisor shall ensure the following information is documented (8 CCR 5193):

- (a) Name and Social Security number of the Park Ranger exposed
- (b) Date and time of the incident
- (c) Location of the incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

The supervisor shall advise the Park Ranger that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. The supervisor should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Occupational Disease and Work-Related Injury Reporting Policy).



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##### 904.5.3 MEDICAL CONSULTATION, EVALUATION AND TREATMENT

Park Rangers shall have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary (8 CCR 5193).

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information:

- (a) Whether the Park Ranger has been informed of the results of the evaluation.
- (b) Whether the Park Ranger has been notified of any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

##### 904.5.4 COUNSELING

The department shall provide the Park Ranger, and his/her family if necessary, the opportunity for counseling and consultation regarding the exposure (8 CCR 5193).

##### 904.5.5 SOURCE TESTING

Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed Park Ranger or when it is otherwise appropriate (8 CCR 5193). Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed Park Ranger's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Complying with the statutory scheme of Health and Safety Code § 121060. This includes seeking consent from the person who was the source of the exposure and seeking a court order if consent is not given.
- (c) Testing the exposed Park Ranger for evidence of a communicable disease and seeking consent from the source individual to either access existing blood samples for testing or for the source to submit to testing (Health and Safety Code § 120262).
- (d) Taking reasonable steps to immediately contact the County Health Officer and provide preliminary information regarding the circumstances of the exposure and the status of the involved individuals to determine whether the County Health Officer will order testing (Penal Code § 7510).
- (e) Under certain circumstances, a court may issue a search warrant for the purpose of HIV testing a person when the exposed Park Ranger qualifies as a crime victim (Penal Code § 1524.1).

Since there is the potential for overlap between the different manners in which source testing may occur, the ECO is responsible for coordinating the testing to prevent unnecessary or duplicate testing.

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The ECO should seek the consent of the individual for testing and consult the District Counsel to discuss other options when no statute exists for compelling the source of an exposure to undergo testing if he/she refuses.

#### **904.6 CONFIDENTIALITY OF REPORTS**

Medical information shall remain in confidential files and shall not be disclosed to anyone without the Park Ranger's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well.

#### **904.7 TRAINING**

All Park Rangers shall participate in training regarding communicable diseases commensurate with the requirements of their position. The training (8 CCR 5193):

- (a) Shall be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.
- (b) Shall be provided whenever the Park Ranger is assigned new tasks or procedures affecting his/her potential exposure to communicable disease.
- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure and what steps should be taken if a suspected exposure occurs.

## Smoking and Tobacco Use

### 905.1 PURPOSE AND SCOPE

This policy establishes limitations on smoking and the use of tobacco products by Park Rangers while on-duty or while in Casitas Municipal Water District facilities or vehicles.

For the purposes of this policy, smoking and tobacco use includes, but is not limited to, any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff, tobacco pouches and chewing tobacco, as well as any device intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

### 905.2 POLICY

Casitas recognizes that tobacco use is a health risk and can be offensive to others.

Smoking and tobacco use also presents an unprofessional image for the department and its Park Rangers. Therefore smoking and tobacco use is prohibited by Park Rangers and visitors in all department facilities, buildings and vehicles, and as is further outlined in this policy (Government Code § 7597; Labor Code § 6404.5).

### 905.3 SMOKING AND TOBACCO USE

Smoking and tobacco use by Park Rangers is prohibited anytime Park Ranger are in public view representing Casitas.

It shall be the responsibility of each Park Rangers to ensure that no person under his/her supervision smokes or uses any tobacco product inside Casitas facilities and vehicles.

## Internal Affairs

### 906.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation and disposition of complaints regarding the conduct of Park Rangers of Casitas. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a Park Ranger in the normal course of duty, by a supervisor or any other Park Ranger, nor shall this policy apply to a criminal investigation.

### 906.2 POLICY

Casitas takes seriously all complaints regarding the service provided by the department and the conduct of its Park Rangers.

The department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any collective bargaining agreements.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

### 906.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or of federal, state or local law, policy or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the department.

#### 906.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

**Informal** - A matter in which the Ranger Supervisor is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused Park Ranger.

**Formal** - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused Park Ranger or referred to the Human Resources, depending on the seriousness and complexity of the investigation.

**Incomplete** - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Human Resources, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

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#### 906.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any Park Ranger becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

#### **906.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS**

##### 906.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the Ranger facility and be accessible through the department website. Forms may also be available at other District facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

##### 906.4.2 ACCEPTANCE

All complaints will be courteously accepted by any Park Ranger and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving Park Ranger shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

If requested, a complainant shall be provided with a copy of his/her statement at the time it is filed with the department (Penal Code § 832.7).

#### **906.5 DOCUMENTATION**

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the department should audit the log and send an audit report to the Park Services Manager or the authorized designee.

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#### **906.6 ADMINISTRATIVE INVESTIGATIONS**

Allegations of misconduct will be administratively investigated as follows

##### 906.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the Park Ranger's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Park Services Manager or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
  1. The original complaint form will be directed to the Ranger Supervisor of the accused Park Ranger, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
  2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Park Ranger's Ranger Supervisor or the Park Services Manager, who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
  1. Follow-up contact with the complainant should be made within 24 hours of the department receiving the complaint.
  2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Ranger Supervisor.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Ranger Supervisor and Park Services Manager are notified via the chain of command as soon as practicable.
- (e) Promptly contacting the Human Resources department and the Ranger Supervisor for direction regarding their roles in addressing a complaint that relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Ranger Supervisor, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:

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1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
  2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused Park Ranger are followed (Government Code § 3303 et seq.).
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

#### 906.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by the General Manager, a designated contractor, a designee, or Human Resources Manager, the following applies to Park Rangers covered by the Public Safety Officers Procedural Bill of Rights Act (POBR) (Government Code § 3303):

- (a) Interviews of an accused Park Ranger shall be conducted during reasonable hours and preferably when the Park Ranger is on-duty. If the Park Ranger is off-duty, he/she shall be compensated.
- (b) Unless waived by the Park Ranger, interviews of an accused Park Ranger shall be at the Casitas Municipal Water District or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused Park Ranger.
- (d) Prior to any interview, a Park Ranger shall be informed of the nature of the investigation, the name, rank and command of the Park Ranger in charge of the investigation, the interviewing officers and all other persons to be present during the interview.
- (e) All interviews shall be for a reasonable period and the Park Rangers's personal needs should be accommodated.
- (f) No Park Ranger should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers. Any Park Ranger refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
- (g) A Park Ranger should be given an order to answer questions in an administrative investigation that might incriminate the Park Ranger in a criminal matter only after the Park Ranger has been given a Lybarger advisement and after the investigator has consulted with the prosecuting agency.
- (h) The interviewer shall record all interviews of Park Rangers and witnesses. The Park Ranger may also record the interview. If the Park Ranger has been previously interviewed, a copy of that recorded interview shall be provided to the Park Ranger prior to any subsequent interview.
- (i) All Park Rangers subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual's statement, involved Park Rangers shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (j) All Park Rangers shall provide complete and truthful responses to questions posed during interviews.

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- (k) No Park Ranger may be requested or compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation (Government Code § 3307).

No investigation shall be undertaken against any Park Ranger solely because the Park Ranger has been placed on a prosecutor's Brady list or the name of the Park Ranger may otherwise be subject to disclosure pursuant to Brady v. Maryland. However, an investigation may be based on the underlying acts or omissions for which the Park Ranger has been placed on a Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland (Government Code § 3305.5).

#### 906.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete and essentially follow this format:

**Introduction** - Include the identity of the Park Rangers, the identity of the assigned investigators, the initial date and source of the complaint.

**Synopsis** - Provide a brief summary of the facts giving rise to the investigation.

**Summary** - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

**Evidence** - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of Park Ranger and witness statements. Other evidence related to each allegation should also be detailed in this section.

**Conclusion** - A recommendation regarding further action or disposition should be provided.

**Exhibits** - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

#### 906.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

**Unfounded** - When the investigation discloses that the alleged acts did not occur or did not involve Park Rangers. Complaints that are determined to be frivolous will fall within the classification of unfounded.

**Exonerated** - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

**Not sustained** - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the Park Ranger.

**Sustained** - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.



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If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

#### **906.6.5 COMPLETION OF INVESTIGATIONS**

Every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation within one year from the date of discovery by an individual authorized to initiate an investigation (Government Code § 3304).

In the event that an investigation cannot be completed within one year of discovery, the assigned investigator or supervisor shall ensure that an extension or delay is warranted within the exceptions set forth in Government Code § 3304(d) or Government Code § 3508.1.

The assigned investigator or supervisor shall ensure that within 30 days of the final disposition of the complaint, the complainant is provided written notification of the disposition (Penal Code § 832.7(e)).

#### **906.7 ADMINISTRATIVE SEARCHES**

Assigned lockers, storage spaces and other areas, including desks, offices and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio or other document or equipment.

Lockers and storage spaces may only be administratively searched in the Park Ranger's presence, with the Park Ranger's consent, with a valid search warrant or where the Park Ranger has been given reasonable notice that the search will take place (Government Code § 3309).

#### **906.7.1 DISCLOSURE OF FINANCIAL INFORMATION**

A Park Ranger may be compelled to disclose personal financial information under the following circumstances (Government Code § 3308):

- (a) Pursuant to a state law or proper legal process
- (b) Information exists that tends to indicate a conflict of interest with official duties
- (c) If the Park Ranger is assigned to or being considered for a special assignment with a potential for bribes or other improper inducements

#### **906.8 ADMINISTRATIVE LEAVE**

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the department, the Park Services Manager or the authorized designee may temporarily assign an accused Park Ranger to administrative leave. Any Park Ranger placed on administrative leave:

- (a) May be required to relinquish any department badge, identification, assigned weapons and any other department equipment.

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- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The Park Ranger may be required to remain available for contact at all times during such shift, and will report as ordered.

#### **906.9 CRIMINAL INVESTIGATION**

Where a Park Ranger is accused of potential criminal conduct, a separate supervisor or investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation.

The Park Services Manager shall be notified as soon as practicable when a Park Ranger is accused of criminal conduct. The District shall request a criminal investigation by an outside agency.

A Park Ranger accused of criminal conduct shall be advised of his/her constitutional rights (Government Code § 3303(h)). The Park Ranger should not be administratively ordered to provide any information in the criminal investigation.

No information or evidence administratively coerced from a Park Ranger may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.

The Casitas Municipal Water District may release information concerning the arrest or detention of any Park Ranger, including a Park Ranger, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

#### **906.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES**

Upon completion of a formal investigation, an investigation report should be forwarded to the General Manager through the chain of command. Each level of command should review and include their comments in writing before forwarding the report. The Park Services Manager may accept or modify any classification or recommendation for disciplinary action to the General Manager.

##### **906.10.1 RANGER SUPERVISOR RESPONSIBILITIES**

Upon receipt of any completed personnel investigation, the Ranger Supervisor of the involved Park Ranger shall review the entire investigative file, the Park Ranger's personnel file and any other relevant materials.

The Ranger Supervisor may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Prior to forwarding recommendations to the Park Services Manager, the Ranger Supervisor may return the entire investigation to the assigned investigator or supervisor for further investigation or action.

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When forwarding any written recommendation to the Park Services Manager, the Ranger Supervisor shall include all relevant materials supporting the recommendation. Actual copies of a Park Ranger's existing personnel file need not be provided and may be incorporated by reference.

#### **906.10.2 GENERAL MANAGER RESPONSIBILITIES**

Upon receipt of any written recommendation for disciplinary action, the General Manager shall review the recommendation and all accompanying materials. The General Manager may modify any recommendation and/or may return the file to the Ranger Supervisor for further investigation or action.

Once the General Manager is satisfied that no further investigation or action is required by staff, the General Manager shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the General Manager shall provide the Park Ranger with a pre-disciplinary procedural due process hearing (Skelly) by providing written notice of the charges, proposed action and reasons for the proposed action. Written notice shall be provided within one year from the date of discovery of the misconduct (Government Code § 3304(d)). The General Manager shall also provide the Park Ranger with:

- (a) Access to all of the materials considered by the General Manager in recommending the proposed discipline.
- (b) An opportunity to respond orally or in writing to the General Manager within five days of receiving the notice.
  - 1. Upon a showing of good cause by the Park Ranger, the General Manager may grant a reasonable extension of time for the Park Ranger to respond.
  - 2. If the Park Ranger elects to respond orally, the presentation may be recorded by the department. Upon request, the Park Ranger shall be provided with a copy of the recording.

Once the Park Ranger has completed his/her response or if the Park Ranger has elected to waive any such response, the General Manager shall consider all information received in regard to the recommended discipline. The General Manager shall render a timely written decision to the Park Ranger and specify the grounds and reasons for discipline and the effective date of the discipline. Once the General Manager has issued a written decision, the discipline shall become effective.

#### **906.11 PRE-DISCIPLINE PARK RANGER RESPONSE**

The pre-discipline process is intended to provide the accused Park Ranger with an opportunity to present a written or oral response to the General Manager after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The Park Ranger shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the Park Ranger may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.

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- (c) The Park Ranger may suggest that further investigation could be conducted or the Park Ranger may offer any additional information or mitigating factors for the General Manager to consider.
- (d) In the event that the General Manager elects to cause further investigation to be conducted, the Park Ranger shall be provided with the results prior to the imposition of any discipline.
- (e) The Park Ranger may thereafter have the opportunity to further respond orally or in writing to the General Manager on the limited issues of information raised in any subsequent materials.

#### **906.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE**

In the event that a Park Ranger tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

#### **906.13 POST-DISCIPLINE APPEAL RIGHTS**

Non-probationary Park Rangers have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The Park Ranger has the right to appeal using the procedures established by any collective bargaining agreement, Memorandum of Understanding and/or personnel rules.

In the event of punitive action against a Park Ranger covered by the POBR, the appeal process shall be in compliance with Government Code § 3304 and Government Code § 3304.5.

During any administrative appeal, evidence that a Park Ranger has been placed on a Brady list or is otherwise subject to Brady restrictions may not be introduced unless the underlying allegations of misconduct have been independently established. Thereafter, such Brady evidence shall be limited to determining the appropriateness of the penalty (Government Code § 3305.5).

#### **906.14 PROBATIONARY PARK RANGERS**

At-will and probationary Park Rangers and those Park Rangers other than non-probationary Park Rangers may be released from employment for non-disciplinary reasons (e.g., failure to meet standards) without adherence to the procedures set forth in this policy or any right to appeal. However, any probationary Park Ranger subjected to an investigation into allegations of misconduct shall be entitled to those procedural rights, as applicable, set forth in the Peace Officer Bill of Rights (Government Code § 3303; Government Code § 3304). At-will, probationary Park Rangers and those other than non-probationary Park Rangers subjected to discipline or termination as a result of allegations of misconduct shall not be deemed to have acquired a property interest in their position, but shall be given the opportunity to appear before the Park Services Manager or authorized designee for a non-evidentiary hearing for the sole purpose of attempting to clear their name or liberty interest. There shall be no further opportunity for appeal beyond the liberty interest hearing and the decision of the Park Services Manager shall be final.

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#### **906.15 RETENTION OF PERSONNEL INVESTIGATION FILES**

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Files Policy.

## Seat Belts

### 907.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use of seat belts and child restraints. This policy will apply to all Park Rangers operating or riding in department vehicles (Vehicle Code § 27315.5).

#### 907.1.1 DEFINITIONS

Definitions related to this policy include:

**Child restraint system** - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and Regulations set forth in 49 CFR 571.213.

### 907.2 POLICY

It is the policy of Casitas that Park Rangers use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle collision.

### 907.3 WEARING OF SAFETY RESTRAINTS

All Park Rangers shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The Park Ranger driving such a vehicle shall ensure that all other occupants are also properly restrained.

Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seat belt would endanger the Park Ranger or the public. Park Rangers must be prepared to justify any deviation from this requirement.

### 907.4 INOPERABLE SEAT BELTS

Department vehicles shall not be operated when the seat belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the seat belt is inoperable.

Department vehicle seat belts shall not be modified, removed, deactivated or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Park Services Manager.

Park Rangers who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

### 907.5 VEHICLES MANUFACTURED WITHOUT SEAT BELTS

Vehicles manufactured and certified for use without seat belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

### 907.6 VEHICLE AIRBAGS

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated, except when transporting children as written elsewhere in this policy. All equipment

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installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

## Body Armor

### 908.1 PURPOSE AND SCOPE

The purpose of this policy is to provide Park Rangers with guidelines for the proper use of body armor.

### 908.2 POLICY

It is the policy of the department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

### 908.3 ISSUANCE OF BODY ARMOR

The Management supervisor shall ensure that body armor is issued to all Park Rangers when the Park Ranger begins service at the Casitas Municipal Water District and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice.

The Management supervisor shall establish a body armor replacement schedule and ensure that replacement body armor is issued pursuant to the schedule or whenever the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.

#### 908.3.1 USE OF SOFT BODY ARMOR

Generally, the use of body armor is required subject to the following:

- (a) Park Rangers shall only wear agency-approved body armor.
- (b) Park Rangers shall wear body armor anytime they are in a situation where they could reasonably be expected to take enforcement action.
- (c) Park Rangers may be excused from wearing body armor when they are functioning primarily in an administrative or support capacity and could not reasonably be expected to take enforcement action.
- (d) Body armor shall be worn when a Park Ranger is working in uniform.
- (e) Park Ranger may be excused from wearing body armor when he/she is involved in vessel patrol, or work that his/her supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.

#### 908.3.2 INSPECTIONS OF BODY ARMOR

Supervisors should ensure that body armor is worn and maintained in accordance with this policy through routine observation and periodic documented inspections. Annual inspections of body armor should be conducted by an authorized designee for fit, cleanliness, and signs of damage, abuse and wear.



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##### 908.3.3 CARE AND MAINTENANCE OF SOFT BODY ARMOR

Soft body armor should never be stored for any period of time in an area where environmental conditions (e.g., temperature, light, humidity) are not reasonably controlled (e.g., normal ambient room temperature/humidity conditions), such as in automobiles or automobile trunks.

Soft body armor should be cared for and cleaned pursuant to the manufacturer's care instructions provided with the soft body armor. The instructions can be found on labels located on the external surface of each ballistic panel. The carrier should also have a label that contains care instructions. Failure to follow these instructions may damage the ballistic performance capabilities of the armor. If care instructions for the soft body armor cannot be located, contact the manufacturer to request care instructions.

Soft body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer, as noted on the armor panel label.

Soft body armor should be replaced in accordance with the manufacturer's recommended replacement schedule.

## Personnel Files

### 909.1 PURPOSE AND SCOPE

This section governs the maintenance, retention and access to peace officer personnel files in accordance with established law. It is the policy of this department to maintain the confidentiality of peace officer personnel records pursuant to Penal Code § 832.7.

### 909.2 PERSONNEL FILES DEFINED

Pursuant to Penal Code § 832.8, peace officer personnel records shall include any file maintained under an individual Park Ranger's name relating to:

- (a) Personal data, including marital status, family members, educational and employment history, or similar information.
- (b) Medical history including medical leave of absence forms, fitness for duty examinations, workers compensation records, medical releases and all other records which reveal a Park Ranger's past, current or anticipated future medical conditions.
- (c) Election of Park Ranger benefits.
- (d) Park Ranger advancement, appraisal, or discipline.
- (e) Complaints, or investigations of complaints, concerning an event or transaction in which the Park Ranger participated, or which the Park Ranger perceived, and pertaining to the manner in which the Park Ranger performed official duties.
- (f) Any other information the disclosure of which would constitute an unwarranted invasion of personal privacy.

### 909.3 PARK RANGER RECORD LOCATIONS

Park Ranger records will generally be maintained in any of the following:

**Department File** - That file which is maintained in the office of the [Park Services Manager Custodian of Records](#) as a permanent record of a sworn Park Ranger's employment with this department.

**Division File** - Any file which is separately maintained internally by an Park Ranger's supervisor(s) within an assigned division for the purpose of completing timely performance evaluations.

**Supervisor Log Entries** - Any written comment, excluding actual performance evaluations, made by a supervisor concerning the conduct of an Park Ranger of this department.

**Training File** - Any file which documents the training records of an Park Ranger.

**Internal Affairs Files** - Those files that contain complaints of Park Ranger misconduct and all materials relating to the investigation into such allegations, regardless of disposition.

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**Medical File** - That file which is maintained separately that exclusively contains material relating to an Park Ranger's medical history.

#### **909.4 CONFIDENTIALITY OF ALL PERSONNEL FILES**

Pursuant to Penal Code § 832.7, all of the above-defined personnel records shall be deemed confidential and shall not be subject to disclosure except pursuant to the discovery procedures set forth in Evidence Code § 1043, et seq. or in accordance with applicable federal discovery laws. Nothing in this section is intended to preclude review of personnel files by the General Manager, District Counsel or other attorneys or representatives of the District in connection with official business.

#### **909.5 REQUESTS FOR DISCLOSURE**

Only written requests for the disclosure of any information contained in any peace officer personnel record will be considered. Since the format of such requests may be strictly governed by law with specific responses required, all such requests shall be promptly brought to the attention of the Ranger Supervisor, the [Park Services Manager - Custodian of Records](#) or other person charged with the maintenance of such records.

Upon receipt of any such request, the responsible person shall notify the affected Park Ranger(s) as soon as practicable that such a request has been made (Evidence Code § 1043(a)).

The responsible person shall further ensure that an appropriate response to the request is made in a timely manner, consistent with applicable law. In many cases, this will require assistance of approved and available legal counsel.

All requests for disclosure, which result in access to an Park Ranger's personnel file(s), shall be logged in the corresponding file.

##### **909.5.1 RELEASE OF CONFIDENTIAL INFORMATION**

Except as provided by this policy or pursuant to lawful process, no information contained in any confidential peace officer personnel file shall be disclosed to any unauthorized person(s) without the express consent of the involved Park Ranger or written authorization of the Park Services Manager or his or her designee.

Any person who maliciously, and with the intent to obstruct justice or the due administration of the laws, publishes, disseminates, or otherwise discloses the residence address or telephone number of any Park Ranger may be guilty of a misdemeanor (Penal Code § 146e).

Pursuant to Penal Code § 832.7(e), the disposition of any citizen's complaint shall be released to the complaining party within 30 days of the final disposition. This release shall be limited to the disposition and shall not include what discipline, if any was imposed.

The department may also release any factual information concerning a disciplinary investigation if the Park Ranger who is the subject of the investigation (or the Park Ranger's representative) publicly makes a statement which is published in the media and which the Park Ranger (or

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representative) knew to be false. The disclosure of such information, if any, shall be limited to facts that refute any such false statement (Penal Code § 832.7(d)).

#### **909.6 PARK RANGER ACCESS TO OWN FILE**

Any Park Ranger may request access to his/her own personnel file(s) during the normal business hours of the individual(s) responsible for maintaining such file(s). Any Park Ranger seeking the removal of any item from his/her personnel file shall file a written request to the [Park Services Manager Custodian of Records](#) through the chain of command. The department shall thereafter remove any such item if appropriate or within 30 days provide the Park Ranger with a written explanation why the contested item will not be removed (Government Code 3306.5). If the contested item is not removed from the file, the Park Ranger's request and the department's written response shall be retained with the contested item in the Park Ranger's personnel file.

Park Rangers may be restricted from accessing files containing any of the following information:

- (a) Ongoing Internal affairs investigations to the extent that it could jeopardize or compromise the investigation pending final disposition or notice to the Park Ranger of the intent to discipline.
- (b) Confidential portions of Internal Affairs files which have not been sustained against the Park Ranger

#### **909.7 TYPES OF PERSONNEL FILES**

Peace officer personnel files can be located in any of the following places:

##### 909.7.1 DEPARTMENT FILE

The Department file should contain, but is not limited to, the following:

- (a) Performance evaluation reports regularly completed by appropriate supervisor and signed by the affected Park Ranger shall be permanently maintained.
- (b) Records of all training (original or photocopies of available certificates, transcripts, diplomas and other documentation) and education shall be maintained.
  - 1. It shall be the responsibility of the involved Park Ranger to provide the Ranger Supervisor or immediate supervisor with evidence of completed training/education in a timely manner.
  - 2. The Ranger Supervisor or supervisor shall ensure that copies of such training records are placed in the Park Ranger's department file.
- (c) Disciplinary action:

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1. Disciplinary action resulting from sustained internally initiated complaints or observation of misconduct shall be maintained in the individual Park Ranger's department file at least two years (Government Code § 34090).
  2. Disciplinary action resulting from a sustained citizen's complaint shall be maintained in the individual Park Ranger's department file at least five years (Penal Code § 832.5).
  3. Investigations of complaints which result in a finding of not-sustained, unfounded or exonerated shall not be placed in the Park Ranger's department file, but will be separately maintained for the appropriate retention period in the internal affairs file.
- (d) Adverse comments such as supervisor log entries may be retained in the department file or division file after the Park Ranger has had the opportunity to read and initial the comment and for a period up to two years Government Code § 3305.
1. Once a Park Ranger has had an opportunity to read and initial any adverse comment prior to entry into a file, the Park Ranger shall be given the opportunity to respond in writing to such adverse comment within 30 days (Government Code § 3306).
  2. Any such Park Ranger response shall be attached to and retained with the original adverse comment.
  3. If a Park Ranger refuses to initial or sign an adverse comment, at least one supervisor should note the date and time of such refusal on the original comment. Such a refusal, however, shall not be deemed insubordination nor shall it prohibit the entry of the adverse comment into the Park Ranger's file.
- (e) Commendations shall be retained in the Park Ranger's department file, with a copy provided to the involved Park Ranger.
- (f) Personnel Action Reports reflecting assignments, promotions and other changes in the Park Ranger's employment status shall be permanently retained.
- (g) A photograph of the Park Ranger shall be permanently retained.

#### 909.7.2 DIVISION FILE

The Division File should contain, but is not limited to, the following:

- (a) Supervisor log entries, notices to correct and other materials intended to serve as a foundation for the completion of timely Performance Evaluations
1. All materials intended for this interim file shall be provided to the Park Ranger prior to being placed in the file in accordance with Government Code §§ 3305 and 3306.

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2. Duplicate copies of items that will also be included in the Park Ranger's department file may be placed in this interim file in anticipation of completing any upcoming performance evaluation.
3. Once the permanent performance evaluation form has been made final, the underlying foundational material(s) and/or duplicate copies may be purged in accordance with this policy.

(b) All rules of confidentiality and disclosure shall apply equally to the division file.

#### 909.7.3 INTERNAL AFFAIRS FILE

Internal affairs files shall be maintained under the exclusive control of the Human Resources in conjunction with the office of the [Park Services Manager](#) [Custodian of Records](#) . Access to these files may only be approved by the Park Services Manager or the supervisor of the Human Resources. These files shall contain:

- (a) The complete investigation of all formal complaints of Park Ranger misconduct, regardless of disposition
  1. Each investigation file shall be sequentially numbered within a calendar year (e.g., yy-001, yy-002).
  2. Each investigation file arising out of a formal citizen's complaint or a complaint involving a discriminatory harassment or hostile work environment shall be maintained no less than five years (Penal Code § 832.5(b)). Investigation files arising out of other internally generated complaints shall be maintained no less than two years (Government Code § 34090).
- (b) Investigations that result in other than a sustained finding shall be maintained for the minimum statutory period but may not be used by the department to adversely affect an Park Ranger's career (Penal Code § 832.5 (c)).

#### 909.7.4 TRAINING FILES

An individual training file shall be maintained by the [Training Ranger Supervisor](#) for each Park Ranger. Training files will contain records of all training and education mandated by law or the department.

- (a) It shall be the responsibility of the involved Park Ranger to provide the Ranger Supervisor or immediate supervisor with evidence of completed training/education in a timely manner.
- (b) The Ranger Supervisor or supervisor shall ensure that copies of such training records are placed in the Park Ranger's training file.

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##### 909.7.5 MEDICAL FILE

A medical file shall be maintained separately from all other files [in the office of the Custodian of Records](#) and shall contain all documents relating to the Park Ranger's medical condition and history, including but not limited to the following:

- (a) Materials relating to medical leaves of absence.
- (b) Documents relating to workers compensation claims or receipt of short or long term disability benefits.
- (c) Fitness for duty examinations, psychological and physical examinations, follow-up inquiries and related documents.
- (d) Medical release forms, doctor's slips and attendance records which reveal a Park Ranger's medical condition.
- (e) Any other documents or material which reveals the Park Ranger's medical history or medical condition, including past, present, or future anticipated mental, psychological, or physical limitations.

##### **909.8 PURGING OF FILES**

Formal citizen complaints and all related files not pending litigation or other ongoing legal proceedings may be purged no sooner than five years from the underlying complaint date (Penal Code § 832.5).

All other disciplinary files and investigations of non-citizen initiated complaints not pending litigation or other ongoing legal proceedings may be purged no sooner than two years from the underlying complaint date (Government Code § 34090; Government Code § 26202).

- (a) Each supervisor responsible for completing the Park Ranger's performance evaluation shall also determine whether any prior sustained disciplinary file should be retained beyond the statutory period for reasons other than pending litigation or other ongoing legal proceedings.
- (b) If a supervisor determines that records of prior discipline should be retained beyond the applicable statutory period, approval for such retention shall be obtained through the chain of command from the Park Services Manager.
- (c) During the preparation of each Park Ranger's performance evaluation, all complaints and discipline should be reviewed to determine the relevancy, if any, to progressive discipline, training and career development. If, in the opinion of the Park Services Manager, a complaint or disciplinary action beyond the statutory retention period is no longer relevant, all records of such matter may be destroyed pursuant to resolution.

## Request for Change of Assignment

### 910.1 PURPOSE AND SCOPE

It is the intent of the department that all requests for change of assignment are considered equally. To facilitate the selection process, the following procedure is established whereby all such requests will be reviewed on an equal basis as assignments are made.

### 910.2 REQUEST FOR CHANGE OF ASSIGNMENT

Park Rangers wishing a change of assignment are to complete a Request for Change of Assignment form. The form should then be forwarded through the chain of command to their Ranger Supervisor.

#### 910.2.1 PURPOSE OF FORM

The form is designed to aid Park Rangers in listing their qualifications for specific assignments. All relevant experience, education and training should be included when completing this form.

All assignments a Park Ranger is interested in should be listed on the form.

The Request for Change of Assignment form will remain in effect until the end of the calendar year in which it was submitted. Effective January 1<sup>st</sup> of each year, Park Rangers still interested in new positions will need to complete and submit a new Change of Assignment Request form.

### 910.3 SUPERVISOR'S COMMENTARY

The Park Ranger's immediate supervisor shall make appropriate comments in the space provided on the form before forwarding it to the Ranger Supervisor of the Park Ranger involved. In the case of patrol Park Rangers, the Ranger Supervisor must comment on the request with his/her recommendation before forwarding the request to the Park Services Manager. If the Ranger Supervisor does not receive the Change of Assignment Request Form, the Ranger Supervisor will initial the form and return it to the Park Ranger without consideration.



## Park Ranger Commendations

### 911.1 PURPOSE AND SCOPE

Special recognition may be in order whenever a Park Ranger performs his/her duties in an exemplary manner. This procedure provides general guidelines for the commending of exceptional Park Ranger performance.

### 911.2 WHO MAY MAKE COMMENDATIONS

A written commendation may be made by any supervisor regarding any other Park Ranger, provided the reporting person is superior in rank or is the person-in-charge of the individual being commended. Any Park Ranger may recommend a commendation to the supervisor of the Park Ranger subject to commendation.

### 911.3 COMMENDABLE ACTIONS

A meritorious or commendable act by a Park Ranger of this department may include, but is not limited to, the following:

- Superior handling of a difficult situation by a Park Ranger
- Conspicuous bravery or outstanding performance by any Park Ranger of the department
- Any action or performance that is above and beyond the typical duties of a Park Ranger

#### 911.3.1 COMMENDATION INCIDENT REPORT

The Commendation Incident Report shall be used to document the commendation of the Park Ranger and shall contain the following:

- (a) Park Ranger name, job title, and assignment at the date and time of the commendation
- (b) A brief account of the commendable action shall be documented on the form with report numbers, as appropriate
- (c) Signature of the commending supervisor

Completed reports shall be forwarded to the appropriate Ranger Supervisor for his/her review. The Ranger Supervisor shall sign and forward the report to the Park Services Manager for his/her review.

The Park Services Manager will return the commendation to the Park Ranger for his/her signature. The report will then be returned to the Human Resources Manager for entry into the Park Ranger's personnel file.

## Fitness for Duty

### 912.1 PURPOSE AND SCOPE

All Park Rangers are required to be free from any physical, emotional, or mental condition which might adversely affect the exercise of peace officer powers. The purpose of this policy is to ensure that all Park Rangers of this department remain fit for duty and able to perform their job functions (Government Code § 1031).

### 912.2 PARK RANGER RESPONSIBILITIES

- (a) It shall be the responsibility of each Park Ranger to maintain good physical condition sufficient to safely and properly perform essential duties of their position.
- (b) Each Park Ranger of this department shall perform his/her respective duties without physical, emotional, and/or mental constraints.
- (c) During working hours, all Park Rangers are required to be alert, attentive, and capable of performing his/her assigned responsibilities.
- (d) Any Park Ranger who feels unable to perform his/her duties shall promptly notify a supervisor. In the event that a Park Ranger believes that another Park Ranger is unable to perform his/her duties, such observations and/or belief shall be promptly reported to a supervisor.

### 912.3 SUPERVISOR RESPONSIBILITIES

- (a) A supervisor observing a Park Ranger, or receiving a report of a Park Ranger who is perceived to be, unable to safely perform his/her duties due to a physical or mental condition shall take prompt and appropriate action in an effort to resolve the situation.
- (b) Whenever feasible, the supervisor should attempt to ascertain the reason or source of the problem and in all cases a preliminary evaluation should be made in an effort to determine the level of inability of the Park Ranger to perform his/her duties.
- (c) In the event the Park Ranger appears to be in need of immediate medical or psychiatric treatment, all reasonable efforts should be made to provide such care.
- (d) In conjunction with the Ranger Supervisor or Park Ranger's available Ranger Supervisor, a determination should be made whether or not the Park Ranger should be temporarily relieved from his/her duties.
- (e) The Park Services Manager shall be promptly notified in the event that any Park Ranger is relieved from duty.

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#### **912.4 NON-WORK RELATED CONDITIONS**

Any Park Ranger suffering from a non-work related condition which warrants a temporary relief from duty may be required to use sick leave or other paid time off (PTO) in order to obtain medical treatment or other reasonable rest period.

#### **912.5 WORK RELATED CONDITIONS**

Any Park Ranger suffering from a work related condition which warrants a temporary relief from duty shall be required to comply with personnel rules and guidelines for processing such claims.

Any Park Ranger whose actions or use of force in an official capacity result in death or serious injury to another shall be temporarily removed from regularly assigned duties and/or placed on paid administrative leave for the wellbeing of the Park Ranger and until such time as the following are completed:

- (a) A preliminary determination that the Park Ranger's conduct appears to be in compliance with policy.
- (b) The Park Ranger has had the opportunity to receive necessary counseling and/or psychological clearance to return to full duty.

#### **912.6 PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS**

- (a) Whenever circumstances reasonably indicate that a Park Ranger is unfit for duty, the Park Services Manager may serve that Park Ranger with a written order to undergo a physical and/or psychological examination in cooperation with the Human Resources department to determine the level of the Park Ranger's fitness for duty. The order shall indicate the date, time and place for the examination.
- (b) The examining physician or therapist will provide the department with a report indicating that the Park Ranger is either fit for duty or, if not, listing any functional limitations which limit the Park Ranger's ability to perform job duties. If the Park Ranger places his/her condition at issue in any subsequent or related administrative action/grievance, the examining physician or therapist may be required to disclose any and all information which is relevant to such proceeding (Civil Code § 56.10(c)(8)).
- (c) In order to facilitate the examination of any Park Ranger, the department will provide all appropriate documents and available information to assist in the evaluation and/or treatment.
- (d) All reports and evaluations submitted by the treating physician or therapist shall be part of the Park Ranger's confidential personnel file.
- (e) Any Park Ranger ordered to receive a fitness for duty examination shall comply with the terms of the order and cooperate fully with the examining physician or therapist regarding any clinical interview, tests administered or other procedures as directed. Any failure to comply with such an order and any failure to cooperate with the examining physician or

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therapist may be deemed insubordination and shall be subject to discipline up to and including termination.

- (f) Once a Park Ranger has been deemed fit for duty by the examining physician or therapist, the Park Ranger will be notified to resume his/her duties.

#### **912.7 APPEALS**

A Park Ranger who is separated from paid employment or receives a reduction in salary resulting from a fitness for duty examination shall be entitled to an administrative appeal as outlined in the Personnel Complaints Policy.

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## Personal Appearance Standards

### 913.1 PURPOSE AND SCOPE

In order to project uniformity and neutrality toward the public and other Park Rangers of the department, Park Rangers shall maintain their personal hygiene and appearance to project a professional image appropriate for this department and for their assignment.

### 913.2 GROOMING STANDARDS

Unless otherwise stated and because deviations from these standards could present officer safety issues, the following appearance standards shall apply to all Park Rangers in uniform, except those whose current assignment would deem them not appropriate, and where the Park Services Manager has granted exception.

#### 913.2.1 HAIR

Hairstyles of all Park Rangers shall be neat in appearance. For male or female sworn Park Rangers hair must not extend below the top edge of the uniform collar while assuming a normal stance or worn up in a braid or ponytail.

#### 913.2.2 MUSTACHES

A short and neatly trimmed mustache may be worn.

#### 913.2.3 SIDEBURNS

Sideburns shall be trimmed and neat.

#### 913.2.4 FACIAL HAIR

Facial hair shall be trimmed and neat.

#### 913.2.5 FINGERNAILS

Fingernails extending beyond the tip of the finger can pose a safety hazard to Park Rangers or others. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

#### 913.2.6 JEWELRY AND ACCESSORIES

No jewelry or personal ornaments shall be worn by Park Rangers on any part of the uniform or equipment, except those authorized within this manual. Jewelry, if worn around the neck, shall not be visible above the shirt collar.

Earrings shall not be worn by Park Rangers without permission of the Park Services Manager or his/her designee. Only one ring may be worn on each hand of the Park Ranger while on-duty.

### 913.3 TATTOOS

While on-duty or representing the department as a Park Ranger, every reasonable effort should be made to conceal tattoos or other body art. At no time while on-duty or representing the department

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in any official capacity, shall any offensive tattoo or body art be visible. Examples of offensive tattoos would include, but not be limited to, those which depict racial, sexual, discriminatory, gang related, or obscene language.

#### **913.4 BODY PIERCING OR ALTERATION**

Body piercing or alteration to any area of the body visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited. Such body alteration includes, but is not limited to:

- (a) Tongue splitting or piercing.
- (b) The complete or transdermal implantation of any material other than hair replacement.
- (c) Abnormal shaping of the ears, eyes, nose or teeth
- (d) Branding or scarification.

## Uniform Regulations

### 914.1 PURPOSE AND SCOPE

The uniform policy of Casitas is established to ensure that uniformed Park Rangers will be readily identifiable to the public through the proper use and wearing of department uniforms. Park Rangers should also refer to the following associated Policy Manual sections:

Section 700 - Department Owned and Personal Property

Section 908 - Body Armor

Section 913 - Personal Appearance Standards

The Uniform and Equipment Specifications manual is maintained and periodically updated by the General Manager or his/her designee. That manual should be consulted regarding authorized equipment and uniform specifications.

Casitas will provide uniforms for all Park Rangers required to wear them in the manner, quantity and frequency agreed upon in the respective Park Rangers' group's collective bargaining agreement.

### 914.2 WEARING AND CONDITION OF UNIFORM AND EQUIPMENT

Park Rangers wear the uniform and equipment to be identified as the law enforcement authority in society. The uniform and equipment also serves an equally important purpose to identify the wearer as a source of assistance in an emergency, crisis or other time of need.

- (a) Uniform and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed.
- (b) All Park Rangers of this department shall possess and maintain at all times, a serviceable uniform and the necessary equipment to perform uniformed field duty.
- (c) Park Rangers shall wear only the uniform and equipment specified for their rank and assignment.
- (d) The uniform is to be worn in compliance with the specifications set forth in the department's uniform specifications that are maintained separately from this policy.
- (e) All supervisors will perform periodic inspections of their personnel to ensure conformance to these regulations.
- (f) Civilian attire shall not be worn in combination with any distinguishable part of the uniform.
- (g) Uniforms are only to be worn while on duty, while in transit to or from work, for court, or at other official department functions or events.
- (h) If the uniform is worn while in transit, an outer garment shall be worn over the uniform shirt so as not to bring attention to the Park Ranger while he/she is off-duty.

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- (i) Park Rangers are not to purchase or drink alcoholic beverages while wearing any part of the department uniform, including the uniform pants.
- (j) Visible jewelry, other than those items listed below, shall not be worn with the uniform unless specifically authorized by the Park Services Manager or the authorized designee.
  - 1. Wrist watch
  - 2. Wedding ring(s), class ring, or other ring . A maximum of one ring/set may be worn on each hand
  - 3. Medical alert bracelet

#### 914.2.1 DEPARTMENT ISSUED IDENTIFICATION

The Department issues each Park Ranger an official department identification card bearing the Park Ranger's name, identifying information and photo likeness. All Park Rangers shall be in possession of their department issued identification card at all times while on duty.

- (a) Whenever on duty or acting in an official capacity representing the department, Park Rangers shall display their department issued identification in a courteous manner to any person upon request and as soon as practical.

#### **914.3 UNIFORM STANDARDS**

##### 914.3.0 UNIFORM AND DUTY GEAR

All Park Rangers will possess and maintain a serviceable uniform at all times.

- (a) District issued long or short sleeve shirt may be worn with the collar open. No tie is required. Shirts are to be worn tucked in to pants
- (b) District issued white, or black crew neck t-shirt shall be worn under the uniform shirt.
- (c) All shirt buttons must remain buttoned, or zipped closed except for the last button at the neck
- (d) District issued long or short pants with black basketweave belt, worn at the discretion of the Park Ranger, professionally hemmed at standard lengths, pants to meet the shoe at the top of the foot, and shorts at an approximate 9" length at inseam.
- (e) Black shoes/boots purchased by the Park Ranger shall be worn.
- (f) Shoes/boots with pointed toes are not permitted
- (g) District issued Duty Belt and Gear to be worn on uniform. Only the below authorized equipment shall be worn:
  - 1. one flashlight and black basketweave holder or flashlight ring
  - 2. one Oleoresin Capsicum (OC) cartridge and black basketweave holder
  - 3. one pair of handcuffs and black basketweave holder
  - 4. no more than two black basketweave key(s) holder



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5. one multipurpose (Leatherman style) tool and black holder
6. one black basketweave pouch for gloves
7. one black basketweave portable radio holder and radio
8. no more than four (4) black basketweave belt keepers

#### 914.3.1 CLASS B UNIFORM

The Class B uniform is established to allow Park Rangers cooler clothing during the summer months or special duty. The Park Services Manager will establish the regulations and conditions for wearing the Class B uniform and the specifications for the Class B Uniform. The Class B uniform consists of a collared knit shirt, short pants and a variation of accessories and tools conducive to the assignment, such as for vessel patrol.

#### 914.3.1 SPECIALIZED UNIT UNIFORMS

The Park Services Manager may authorize special uniforms to be worn by Park Rangers in specialized duties such as Lake Patrol, Lifeguard Team, Foot and Bicycle Patrol Park Rangers and other specialized assignments.

#### 914.3.1 FOUL WEATHER GEAR

District issued and authorized uniform jacket and rain gear.

#### **914.4 INSIGNIA AND PATCHES**

- (a) **Shoulder Patches** - The authorized shoulder patch supplied by the department shall be machine stitched to the sleeves of all uniform shirts and jackets, three-quarters of an inch below the shoulder seam of the shirt and be bisected by the crease in the sleeve.
- (b) **Service stripes, stars, etc.** - Service stripes and other indicators for length of service may be worn on long sleeved shirts and jackets. They are to be machine stitched onto the uniform. The bottom of the service stripe shall be sewn the width of one and one-half inches above the cuff seam with the rear of the service stripes sewn on the dress of the sleeve. The stripes are to be worn on the left sleeve only.
- (c) **The regulation nameplate, or an authorized sewn on cloth nameplate, shall be worn at all times while in uniform.** The nameplate shall display the Park Ranger's first and last name. If a Park Ranger's first and last names are too long to fit on the nameplate, then the initial of the first name will accompany the last name. If the Park Ranger's desires other than the legal first name, the Park Ranger must receive approval from the Park Services Manager. The nameplate shall be worn and placed above the right pocket located in the middle, bisected by the pressed shirt seam, with equal distance from both sides of the nameplate to the outer edge of the pocket.
- (d) **When a jacket is worn, the nameplate or an authorized sewn on cloth nameplate shall be affixed to the jacket in the same manner as the uniform.**

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- (e) Assignment Insignias - Assignment insignias, if applicable may be worn as designated by the Park Services Manager.
- (f) Flag Pin - A flag pin may be worn, centered above the nameplate. The pin will be only the United States of America or the State of California flags.
- (g) Badge - The department issued badge, or an authorized sewn on cloth replica, must be worn and visible at all times while in uniform.
- (h) Rank Insignia - The designated insignia if applicable, indicating the Park Ranger's rank must be worn at all times while in uniform. The Park Services Manager may authorize exceptions.

#### 914.4.1 MOURNING BADGE

Uniformed Park Rangers shall wear a black mourning band across the uniform badge whenever a law enforcement officer is killed in the line of duty. The following mourning periods will be observed:

- (a) Park Ranger of this department - From the time of death until midnight on the 14th day after the death.
- (b) [Park Rangers Peace Officers](#) from this or an adjacent county - From the time of death until midnight on the day of the funeral.
- (c) Funeral attendee - While attending the funeral of an out of region fallen officer.
- (d) National Peace Officers Memorial Day (May 15th) - From 0001 hours until 2359 hours.
- (e) As directed by the Park Services Manager.

#### 914.5 POLITICAL ACTIVITIES, ENDORSEMENTS, AND ADVERTISEMENTS

Unless specifically authorized by the Park Services Manager, Park Rangers may not wear any part of the uniform, be photographed wearing any part of the uniform, utilize a department badge, patch or other official insignia, or cause to be posted, published, or displayed, the image of another Park Ranger, or identify himself/herself as a Park Ranger of Casitas Municipal Water District to do any of the following (Government Code §§ 3206 and 3302):

- (a) Endorse, support, oppose, or contradict any political campaign or initiative.
- (b) Endorse, support, oppose, or contradict any social issue, cause, or religion.
- (c) Endorse, support, or oppose, any product, service, company or other commercial entity.
- (d) Appear in any commercial, social, or non-profit publication, or any motion picture, film, video, public broadcast, or any website.

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#### **914.6 UNAUTHORIZED UNIFORMS, EQUIPMENT AND ACCESSORIES**

Park Rangers may not wear any uniform item, accessory, belt, duty belt or attachment unless specifically authorized in Policy 914 specifications.

## Nepotism and Conflicting Relationships

### 915.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between Park Rangers. These employment practices include: recruiting, testing, hiring, compensation, assignment, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

#### 915.1.1 DEFINITIONS

**Business relationship** - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder, or investor in an outside business, company, partnership, corporation, venture or other transaction, where the department employee's annual interest, compensation, investment or obligation is greater than \$250.

**Conflict of interest** - Any actual, perceived or potential conflict of interest in which it reasonably appears that a Park Ranger's action, inaction or decisions are or may be influenced by the Park Ranger's personal or business relationship.

**Nepotism** - The practice of showing favoritism to relatives over others in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

**Personal relationship** - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

**Public official** - A supervisor, officer or employee vested with authority by law, rule or regulation or to whom authority has been delegated.

**Relative** - A Park Ranger's parent, stepparent, spouse, domestic partner, significant other, child (natural, adopted or step), sibling or grandparent.

**Subordinate** - A Park Ranger who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

**Supervisor** - A Park Ranger employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate Park Ranger.

### 915.2 RESTRICTED DUTIES AND ASSIGNMENTS

The department will not prohibit all personal or business relationships between Park Rangers. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions shall apply (Government Code § 12940):

- (a) Park Rangers are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other Park Ranger who is a relative or with whom they are involved in a personal or business relationship.

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1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved Park Ranger to an uninvolved supervisor.
  2. When personnel and circumstances permit, the department will attempt to make every reasonable effort to avoid placing Park Rangers in such supervisor/subordinate situations. The department, however, reserves the right to transfer or reassign any Park Ranger to another position within the same classification in order to avoid conflicts with any provision of this policy.
- (b) Park Rangers are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting a Park Ranger who is a relative or with whom they are involved in a personal or business relationship.
- (c) To avoid actual or perceived conflicts of interest, Park Rangers shall refrain from developing or maintaining personal or financial relationships with victims, witnesses or other individuals during the course of or as a direct result of any official contact.
- (d) Except as required in the performance of official duties or, in the case of immediate relatives, Park Rangers shall not develop or maintain personal or financial relationships with any individual they know or reasonably should know is under criminal investigation, is a convicted felon, parolee, fugitive or registered sex offender or who engages in serious violations of state or federal laws.

#### 915.2.1 PARK RANGER RESPONSIBILITY

Prior to entering into any personal or business relationship or other circumstance which the Park Ranger knows or reasonably should know could create a conflict of interest or other violation of this policy, the Park Ranger shall promptly notify his/her uninvolved, next highest level of supervisor.

Whenever any Park Ranger is placed in circumstances that would require the Park Ranger to take enforcement action or provide official information or services to any relative or individual with whom the Park Ranger is involved in a personal or business relationship, the Park Ranger shall promptly notify his/her uninvolved, immediate supervisor. In the event that no uninvolved supervisor is immediately available, the Park Ranger shall promptly notify dispatch to have another uninvolved Park Ranger either relieve the involved Park Ranger or minimally remain present to witness the action.

#### 915.2.2 SUPERVISOR'S RESPONSIBILITY

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to promptly mitigate or avoid such violations whenever possible. Supervisors shall also promptly notify the Park Services Manager of such actual or potential violations through the chain of command.

## Department Badges

### 916.1 PURPOSE AND SCOPE

The Casitas Municipal Water District badge and uniform patch as well as the likeness of these items and the name of the Casitas Municipal Water District are property of the department and their use shall be restricted as set forth in this policy.

### 916.2 POLICY

The uniform badge shall be issued to Park Rangers as a symbol of authority and the use and display of departmental badges shall be in strict compliance with this policy. Only authorized badges issued by this department shall be displayed, carried or worn by Park Rangers while on duty or otherwise acting in an official or authorized capacity.

### 916.3 UNAUTHORIZED USE

Except as required for on-duty use by Park Rangers, no badge designed for carry or display in a wallet, badge case or similar holder shall be issued to anyone other than a current or honorably retired peace officer.

Department badges are issued to Park Rangers for official use only. The department badge, shoulder patch or the likeness thereof, or the department name shall not be used for personal or private reasons including, but not limited to, letters, memoranda, and electronic communications such as electronic mail or web sites and web pages.

The use of the badge, uniform patch and department name for all material (printed matter, products or other items) developed for department use shall be subject to approval by the Park Services Manager.

Park Rangers shall not loan his/her department badge or identification card to others and shall not permit the badge or identification card to be reproduced or duplicated.

### 916.4 PERMITTED USE BY PARK RANGERS

The likeness of the department badge shall not be used without the expressed authorization of the General Manager.

## Temporary Modified-Duty Assignments

### 917.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of Park Rangers under federal or state law, District rules, current memorandums of understanding or collective bargaining agreements. For example, nothing in this policy affects the obligation of the department to engage in a good faith, interactive process to consider reasonable accommodations for any Park Ranger with a temporary or permanent disability that is protected under federal or state law.

### 917.2 POLICY

Subject to operational considerations, Casitas may identify temporary modified-duty assignments for Park Rangers who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the Park Ranger to work, while providing the department with a productive Park Ranger during the temporary period.

### 917.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to Park Rangers with work-related injuries or illnesses that are temporary in nature. Park Rangers having disabilities covered under the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act (Government Code § 12940 et seq.) shall be treated equally, without regard to any preference for a work-related injury.

No position in the Casitas Municipal Water District shall be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not a Park Ranger right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the Park Ranger's ability to perform in a modified-duty assignment.

The Human Resources Manager, General Manager or the Park Services Manager or the authorized designee may restrict Park Rangers working in temporary modified-duty assignments from wearing a uniform, displaying a badge, operating an emergency vehicle, engaging in outside employment, or being otherwise limited in employing their peace officer powers.

### 917.4 PROCEDURE

Park Rangers may request a temporary modified-duty assignment for short-term injuries or illnesses.

# Casitas Municipal Water District

## Park Ranger Policy Manual

### Policy Manual

#### *Temporary Modified-Duty Assignments*

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Park Rangers seeking a temporary modified-duty assignment should submit a written request to their Ranger Supervisor or the authorized designee. The request should, as applicable, include a certification from the treating medical professional containing:

- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery.
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids or medical devices.
- (e) A statement that the Park Ranger can safely perform the duties of the temporary modified-duty assignment.

The Ranger Supervisor will make a recommendation through the chain of command to the Park Services Manager regarding temporary modified-duty assignments that may be available based on the needs of the department and the limitations of the Park Ranger. The Park Services Manager or the authorized designee shall confer with the Human Resources department or the District Counsel as appropriate.

Requests for a temporary modified-duty assignment of 20 hours or less per week may be approved and facilitated by the Ranger Supervisor or Park Services Manager with concurrence with Human Resources.

#### **917.5 ACCOUNTABILITY**

Written notification of assignments, work schedules and any restrictions should be provided to Park Rangers assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate department operations and the Park Ranger's medical appointments, as mutually agreed upon with the Ranger Supervisor.

##### **917.5.1 PARK RANGER RESPONSIBILITIES**

The responsibilities of Park Rangers assigned to temporary modified duty shall include, but not be limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.
- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to the Ranger Supervisor that contains a status update and anticipated date of return to full-duty when a temporary modified-duty assignment extends beyond 60 days.



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## Park Ranger Policy Manual

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#### *Temporary Modified-Duty Assignments*

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##### **917.5.2 SUPERVISOR RESPONSIBILITIES**

The Park Ranger's immediate supervisor shall monitor and manage the work schedule of those assigned to temporary modified duty.

The responsibilities of supervisors shall include, but not be limited to:

- (a) Periodically apprising the Ranger Supervisor of the status and performance of Park Rangers assigned to temporary modified duty.
- (b) Notifying the Ranger Supervisor and ensuring that the required documentation facilitating a return to full duty is received from the Park Ranger.
- (c) Ensuring that Park Rangers returning to full duty have completed any required training and certification.

##### **917.6 MEDICAL EXAMINATIONS**

Prior to returning to full-duty status, Park Rangers shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The department may require a fitness-for-duty examination prior to returning a Park Ranger to full-duty status, in accordance with the Fitness for Duty Policy.

##### **917.7 PREGNANCY**

If a Park Ranger is temporarily unable to perform regular duties due to a pregnancy, childbirth or a related medical condition, the Park Ranger will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant Park Ranger shall not be involuntarily transferred to a temporary modified-duty assignment.

###### **917.7.1 NOTIFICATION**

Pregnant Park Rangers should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the Park Ranger to take a leave of absence, such leave shall be granted in accordance with the District's personnel rules and regulations regarding family and medical care leave.

##### **917.8 PROBATIONARY PARK RANGERS**

Probationary Park Rangers who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified duty.

##### **917.9 MAINTENANCE OF CERTIFICATION AND TRAINING**

Park Rangers assigned to temporary modified duty shall maintain all certification, training and qualifications appropriate to both their regular and temporary duties, provided that the certification, training or qualifications are not in conflict with any medical limitations or restrictions. Park Rangers

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#### *Temporary Modified-Duty Assignments*

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who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training or qualifications.

# Employee Speech, Expression and Social Networking

## 918.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with Park Ranger use of social networking sites and to provide guidelines for the regulation and balancing of Park Ranger speech and expression with the needs of the department.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit a Park Ranger from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or Park Ranger associations, about matters of public concern, such as misconduct or corruption.

Park Ranger are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

### 918.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, e-mail, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

## 918.2 POLICY

Park Rangers occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this department. Due to the nature of the work and influence associated with the law enforcement profession, it is necessary that Park Rangers of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Casitas Municipal Water District will carefully balance the individual Park Ranger's rights against the department's needs and interests when exercising a reasonable degree of control over its Park Rangers' speech and expression.

## 918.3 SAFETY

Park Rangers should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the Park Rangers, such as posting personal information in a public forum, can result in compromising a Park Ranger's home address or family ties. Park Rangers should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any Park Ranger, a Park Ranger's family or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

# Casitas Municipal Water District

## Park Ranger Policy Manual

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#### *Employee Speech, Expression and Social Networking*

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- Disclosing a photograph and name or address of a Park Ranger.
- Otherwise disclosing where another Park Ranger can be located off-duty.

#### **918.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT**

To meet the department's safety, performance and public-trust needs, the following are prohibited unless the speech is otherwise protected (for example, a Park Ranger speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or Park Ranger associations, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the Casitas Municipal Water District or its Park Rangers.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the Casitas Municipal Water District and tends to compromise or damage the mission, function, reputation or professionalism of the Casitas Municipal Water District or its Park Rangers. Examples may include:
  1. Statements that indicate disregard for the law or the state or U.S. Constitution.
  2. Expression that demonstrates support for criminal activity.
  3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the Park Ranger as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the security of the Park Rangers. For example, a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing Park Rangers by informing criminals of details that could facilitate an escape or attempted escape.
- (e) Speech or expression that is contrary to the canons of the Law Enforcement Code of Ethics as adopted by the Casitas Municipal Water District.
- (f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the department for financial or personal gain, or any disclosure of such materials without the express authorization of the Park Services Manager or the authorized designee.
- (g) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked

# Casitas Municipal Water District

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### Policy Manual

#### *Employee Speech, Expression and Social Networking*

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vehicles, equipment or other material that specifically identifies the Casitas Municipal Water District on any personal or social networking or other website or web page, without the express authorization of the Park Services Manager.

- (h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or department-owned, for personal purposes while on-duty, except in the following circumstances:
1. When brief personal communication may be warranted by the circumstances (e.g., inform family of extended hours).
  2. During authorized breaks such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Park Rangers must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the Park Ranger (e.g., social or personal website).

#### 918.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While Park Rangers are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit or Park Ranger associations, Park Rangers may not represent the Casitas Municipal Water District or identify themselves in any way that could be reasonably perceived as representing the Casitas Municipal Water District in order to do any of the following, unless specifically authorized by the Park Services Manager (Government Code § 3206; Government Code § 3302):

- (a) Endorse, support, oppose or contradict any political campaign or initiative.
- (b) Endorse, support, oppose or contradict any social issue, cause or religion.
- (c) Endorse, support or oppose any product, service, company or other commercial entity.
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.

Additionally, when it can reasonably be construed that a Park Ranger, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group or Park Ranger associations), is affiliated with this department, the Park Ranger shall give a specific disclaiming statement that any such speech or expression is not representative of the Casitas Municipal Water District.

Park Rangers retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized

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#### *Employee Speech, Expression and Social Networking*

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bargaining unit or Park Ranger associations, on political subjects and candidates at all times while off-duty.

However, Park Rangers may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Park Rangers are also prohibited from directly or indirectly using their official authority to coerce, command or advise another Park Ranger to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

#### **918.5 PRIVACY EXPECTATION**

Park Rangers forfeit any expectation of privacy with regard to e-mails, texts or anything published or maintained through file-sharing software or any Internet site (e.g., Facebook, MySpace) that is accessed, transmitted, received or reviewed on any department technology system.

The department reserves the right to access, audit and disclose for whatever reason any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the department. This includes the department e-mail system, computer network or any information placed into storage on any department system or device.

It also includes records of all key strokes or web-browsing history made at any department computer or over any department network.

The fact that access to a database, service or website requires a user name or password will not create an expectation of privacy if it is accessed through a department computer or network. However, the department may not require a Park Ranger to disclose a personal user name or password or open a personal social website, except when access is reasonably believed to be relevant to the investigation of allegations of work related misconduct (Labor Code § 980).

#### **918.6 CONSIDERATIONS**

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Park Services Manager or authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the department or the efficiency or morale of its Park Rangers.
- (c) Whether the speech or conduct would reflect unfavorably upon the department.
- (d) Whether the speech or conduct would negatively affect the Park Ranger's appearance of impartiality in the performance of his/her duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the department.

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## Park Ranger Policy Manual

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#### *Employee Speech, Expression and Social Networking*

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#### **918.7 TRAINING**

Subject to available resources, the department should provide training regarding Park Rangers [speech](#) and the use of social networking to all Park Ranger of the department.

## Line-of-Duty Deaths

### 919.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Park Rangers of the Casitas Municipal Water District in the event of the death of a Park Ranger occurring in the line of duty and to direct the department in providing proper support for the Park Ranger's survivors.

The Park Services Manager may also apply some or all of this policy in situations where Park Rangers are injured in the line of duty and the injuries are life-threatening.

#### 919.1.1 DEFINITIONS

Definitions related to this policy include:

**Line-of-duty death** - The death of a sworn Park Ranger during the course of performing law enforcement-related functions while on ~~or-off~~-duty, or ~~a civilian Park Ranger~~ during the course of performing their assigned duties.

**Survivors** - Immediate family members of the deceased Park Ranger, which can include spouse, children, parents, other next of kin or significant others. The determination of who should be considered a survivor for purposes of this policy should be made on a case-by-case basis given the individual's relationship with the Park Ranger and whether the individual was previously designated by the deceased Park Ranger.

### 919.2 POLICY

It is the policy of the Casitas Municipal Water District to make appropriate notifications and to provide assistance and support to survivors and coworkers of a Park Ranger who dies in the line of duty.

It is also the policy of this department to respect the requests of the survivors when they conflict with these guidelines, as appropriate.

### 919.3 INITIAL ACTIONS

- (a) Upon learning of a line-of-duty death and after law enforcement have been called in response, the deceased Park Ranger's supervisor should provide all reasonably available information to the General Manager.
  1. Communication of information concerning the Park Ranger and the incident should be restricted to secure networks to avoid interception by the media or others (see the Public Information Officer section of this policy).
- (b) The Park Services Manager or Ranger Supervisor should ensure that notifications are made in accordance with the policies as applicable.
- (c) If the Park Ranger has been transported to the hospital, the Ranger Supervisor or the designee should respond to the hospital to assume temporary responsibilities as the Hospital Liaison.



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### Policy Manual

#### *Line-of-Duty Deaths*

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- (d) The General Manager or the authorized designee should assign Park Rangers to handle survivor notifications and assign Park Rangers to the roles of Hospital Liaison (to relieve the temporary Hospital Liaison) as soon as practicable (see the Notifying Survivors section and the department Liaison and Hospital Liaison subsections in this policy).

#### **919.4 NOTIFYING SURVIVORS**

Survivors should be notified as soon as possible in order to avoid the survivors hearing about the incident in other ways.

The General Manager or the authorized designee should review the deceased Park Ranger's emergency contact information and make accommodations to respect the Park Ranger's wishes and instructions specific to notifying survivors. However, notification should not be excessively delayed because of attempts to assemble a notification team in accordance with the Park Rangers's wishes.

#### **919.5 NOTIFYING DEPARTMENT MEMBERS**

Supervisors or Park Rangers designated by the Park Services Manager are responsible for notifying department Park Rangers of the line-of-duty death as soon as possible after the survivor notification is made. Notifications and related information should be communicated in person or using secure networks and should not be transmitted over the radio.

Notifications should be made in person and as promptly as possible to all Park Rangers on-duty at the time of the incident. Park Rangers reporting for subsequent shifts within a short amount of time should be notified in person at the beginning of their shift. Park Rangers reporting for duty from their residence should be instructed to contact their supervisor as soon as practicable. Those Park Rangers who are working later shifts or are on days off should be notified by phone as soon as practicable.

Park Rangers having a close bond with the deceased Park Ranger should be notified of the incident in person. Supervisors should consider assistance (e.g., peer support group, modifying work schedules, approving sick leave) for Park Rangers who are especially affected by the incident.

Supervisors should direct Park Rangers not to disclose any information outside the department regarding the deceased Park Ranger or the incident.

#### **919.6 PUBLIC INFORMATION OFFICER (PIO)**

In the event of a line-of-duty death, the department's PIO should be the department's contact point for the media. As such, the PIO should coordinate with the General Manager to:

- (a) Collect and maintain the most current incident information and determine what information should be released.
- (b) Ensure that department Park Rangers are instructed to direct any media inquiries to the PIO.
- (c) Prepare necessary press releases.

# Casitas Municipal Water District

## Park Ranger Policy Manual

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#### *Line-of-Duty Deaths*

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1. Ensure coordination with other entities having media roles (e.g., outside agencies involved in the investigation or incident).
  2. Ensure that important public information is disseminated, such as information on how the public can show support for the department and deceased Park Ranger's survivors.
- (d) Arrange for community and media briefings by the Park Services Manager or the authorized designee as appropriate.
- (e) Respond, or coordinate the response, to media inquiries.
- (f) If requested, assist the Park Ranger's survivors with media inquiries.
1. Brief the survivors on handling sensitive issues such as the types of questions that reasonably could jeopardize future legal proceedings.
- (g) Release information regarding memorial services and funeral arrangements to Park Rangers, department members, other agencies and the media as appropriate.
- (h) If desired by the survivors, arrange for the recording of memorial and funeral services via photos and/or video.

The identity of deceased Park Rangers should be withheld until the Park Ranger's survivors have been notified. If the media has obtained identifying information for the deceased Park Ranger prior to survivor notification, the PIO should request that the media withhold the information from release until proper notification can be made to survivors. The PIO should ensure that media are notified when survivor notifications have been made.

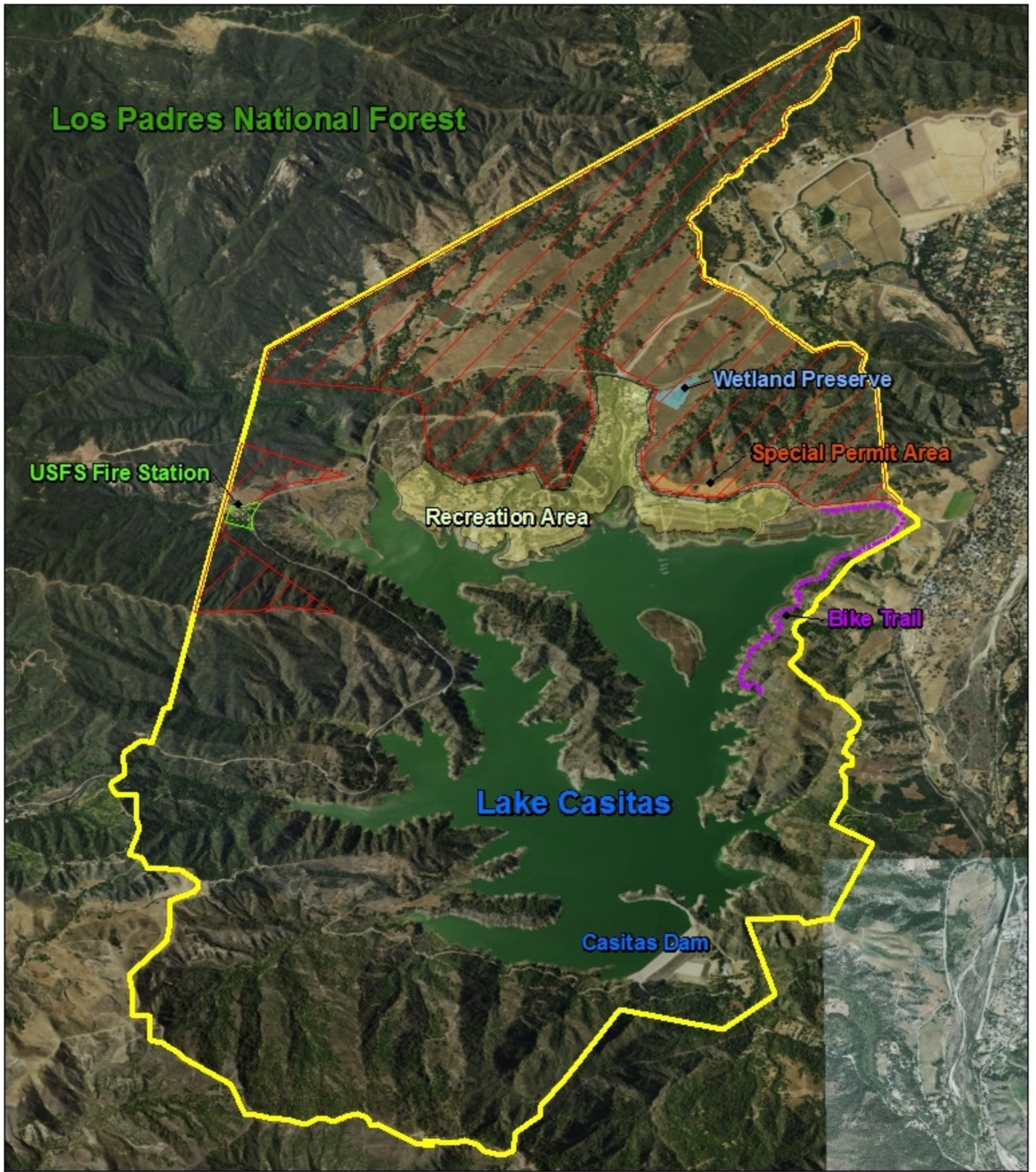
#### **919.7 NON-LINE-OF-DUTY DEATH**

The General Manager may authorize certain support services such as access to grievance counselors or chaplains for the death of a Park Ranger not occurring in the line of duty.

## Attachments

**Exhibit.A.Jurisdiction.Boundary.Park.Ranger.jpg**





Los Padres National Forest

USFS Fire Station

Recreation Area

Wetland Preserve

Special Permit Area

Bike Trail

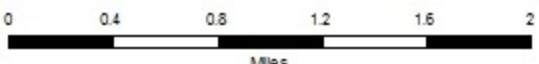
Lake Casitas

Casitas Dam


**Legend**

-  Jurisdiction Boundary
-  Open Space Lands

**Lake Casitas Recreation Area and Open Space Lands**



Miles



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# Casitas Municipal Water District

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# MEMORANDUM

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TO: Board of Directors  
From: Steven E. Wickstrum, General Manager  
RE: Water Services Agreement – City of San Buenaventura  
Date: April 4, 2017

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## RECOMMENDATION:

It is recommended that the Board of Directors approve the Water Services Agreement between the City of San Buenaventura and Casitas.

## BACKGROUND:

The City of San Buenaventura (City) has been an integral customer of the Casitas Municipal Water District since the District's inception in 1952. The property owners within combined City-Casitas boundary have paid their fair share toward the financial debt to the United States that was created by the construction of the Ventura River Project. Water service from the District to the City began in 1961 and continues today.

In 1995, the City and District entered into a water service agreement that was intended to stabilize the District's water revenue and provide the City with a reliable high-quality source of water. The 1995 Agreement provided a stipulation for the certification of water use in-district and the requirement for return of water purchased in excess of in-district use, or the application of a "rental charge" until such time as the water is returned. In 2007, the District recognized that the City's in-district water demands had decreased significantly below the required 6,000 acre-feet and the city had not yet recovered its water well supply on the Ventura River at Foster Park from the damaging storms of 2005. Since 2005, the result of these two conditions was a difficulty in complying with the certification requirements of the 1995 Agreement and an escalation of the unreturned rental water and rental water charges.

After several unsuccessful attempts to renegotiate an amended agreement, the agencies employed the mediation services of the Center for Collaborative Policy to assist with the development of the water service agreement. Directors Mary Bergen and Pete Kaiser met with two City council members, Ventura Water and Casitas General Managers, and the City Manager for over six months to negotiate the new proposed Agreement.

Please be informed that a new water service agreement has been penned for the consideration of approval by each agency's governing body. The Agreement is to be considered by the City Council on April 10, 2017 and the Casitas Board of Directors on April 12, 2017.

### DISCUSSION:

The following items summarize the major changes and key provisions in the proposed Water Services Agreement:

- Term – 30 Years – Review every 5 years consistent with Cooperative Management.
- Certification – Annual certification with adjustments in preceding year to balance an exceedance that is identified to have occurred in a prior year; defining water system unaccounted water losses as a non-revenue water use that is to be included in the City's water use calculations; recognition of a transition period for the City to gain control of current balance exceedances, if any. The goal of the Agreement is to keep the City's water use and water purchases from Casitas in a water balance.
- Allocation – The determination of a Stage 1 allocation and provision to adjust the Stage 1 allocation, application of Casitas Water Efficiency and Allocation Program to the assignment of allocation adjustments and water conservation penalty as applicable for all other customers of the District; City can implement demand reduction measures that are not consistent with Casitas. There is no longer a minimum amount of Casitas water purchase required of the City. An allocation allowance for demand hardening that may occur in business that cannot reduce water consumption without impacting the viability of the business.
- Cooperative Management – City and Casitas shall seek resolution of issues resulting from the Agreement that are within their authority; Casitas shall have the option of purchasing water from the City and such purchase may be made under a separate agreement.
- Rates – cost of service.
- Entire Agreement – The Agreement replaces the 1995 Agreement, no longer subject to legal or financial obligations of the 1995 Agreement; the return of rental water and the rental charges are not to be carried forward in any subsequent years.

### CONCLUSION:

The proposed Water Service Agreement eliminates several discrepancies that occurred from the 1995 Agreement, and is intended to represent existing and planned practices for the sale and purchase of water between both agencies. The proposed Water Service Agreement has been supported by all of the negotiation participants.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2017-\_\_

RESOLUTION ADOPTING A WATER SERVICE AGREEMENT BETWEEN  
THE CITY OF SAN BUENAVENTURA  
AND THE CASITAS MUNICIPAL WATER DISTRICT

WHEREAS, the Casitas Municipal Water District (Casitas) and the City of San Buenaventura (City) jointly seek an agreement for continued water service in a manner that is in compliance with the Water Code; and

WHEREAS, the Water Service Agreement supersedes and replaces in whole and in its entirety the Agreement adopted by Resolution No. 95-46, on June 28<sup>th</sup>, 1995.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water district that the Agreement for Water Service dated \_\_\_\_\_, 2017 between the Casitas Municipal Water district and the City of San Buenaventura is hereby adopted and the President of the Board is authorized and directed to execute this Agreement on behalf of Casitas.

ADOPTED this 12<sup>th</sup> day of April, 2017.

---

Russ Baggerly, President  
Casitas Municipal Water District

ATTEST:

---

Bill Hicks, Secretary  
Casitas Municipal Water District

## WATER SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of San Buenaventura, a California charter law municipal corporation, hereafter called the "City," and Casitas Municipal Water District, a California special district, hereinafter called "Casitas." The City and Casitas shall collectively be referred to herein as the "Parties."

### RECITALS

- A. WHEREAS, the City and Casitas seek to address the need for consistent water for Casitas and City customers;
- B. WHEREAS, the City and Casitas seek to provide operational flexibility and reliable water sources;
- C. WHEREAS, the City and Casitas seek to ensure Lake Casitas water levels remain sustainable;
- D. WHEREAS, the City and Casitas acknowledge the benefits of coordinating and cooperating in their water supply and operations;
- E. WHEREAS, the City and Casitas seek to develop an agreement consistent with State water law;
- F. WHEREAS, the City and Casitas acknowledge that water contracts require flexibility and adaptability to address changing conditions, water law and policy; and
- G. WHEREAS, the City and Casitas seek to develop an agreement consistent with the following mutually agreed to goals for the benefit of both Parties:
  - a. Address water availability issues;
  - b. Increase regional storage and capacity;
  - c. Develop long-term regional water efficiency;
  - d. Ensure both the City and Casitas' financial sustainability;
  - e. Mutually address outside threats to water availability and operational efficiency;
  - f. Acknowledge the City and Casitas' long-standing mutually beneficial relationship and foster a continuing beneficial relationship;
  - g. Maintain collaborative efforts; and
  - h. Serve as regional leaders in water efficiency and conservation.

Based on the preceding Recitals, and in consideration of the mutual covenants of the Parties as set forth below, City and Casitas agree as follows:

## WATER SERVICES AGREEMENT

### ARTICLE 1 DEFINITIONS

- 1.1 Actual In-District Demand: The water purchased and utilized by the City within Casitas boundaries as certified by the City on an annual basis. The annual certification calculation for Actual In-District Demand is as follows:
- $$\text{Actual In-District Demand} = (\text{City Metered Water within Casitas Boundaries}) + (\text{Water Loss} \times \text{Purchased Water})$$
- 1.2 Allocation: When Casitas' Water Efficiency and Allocation Program (WEAP) is in effect, the City shall receive an allocation based on the City's Projected Water Demand adjusted in accordance with Article 4.
- 1.3 Annual Certification: A letter from the City to Casitas comparing Actual In-District Demand to Purchased Water over the same period of time.
- 1.4 Balance Exceedance: When the amount of Purchased Water is more than the Actual In-District Demand.
- 1.5 Catastrophic Failure: Any unanticipated event or circumstance, including acts of God, that reduces either party's water supplies by twenty percent (20%) or more.
- 1.6 Citywide Metered Sales: Includes water sales to the City's customers as determined by meters within the City's service area.
- 1.7 Citywide Water Production: Total amount of water the City extracts, purchases, or treats to deliver to all customers within the City's service area.
- 1.8 Cost of Service: Charges of Casitas which are calculated according to applicable law.
- 1.9 Demand Hardening: Demand hardening, for purposes of this Agreement only, shall be defined as the reduction in the ability of a customer (or customers collectively) to achieve further water reductions without adversely impacting public health, safety and/or business viability in a significant manner.
- 1.10 Fiscal Year: The period from July 1<sup>st</sup> of the current year to June 30<sup>th</sup> of the following year for each year of the contract.
- 1.11 Projected Water Demand: Total amount of water needed to meet the City's water needs within Casitas boundaries. Demand projections are based on the City's Comprehensive Water Resources Report or similar best management practice.
- 1.12 Purchased Water: Water purchased by the City from Casitas as determined by City and Casitas meters.

## WATER SERVICES AGREEMENT

- 1.13 Short Interruptions of Service: A period of time of up to two weeks, but not cumulatively more than two weeks, in any one fiscal year, during which water service is interrupted.
- 1.14 Water Balance: Purchased Water is less than or equal to Actual In-District Demand.
- 1.15 Water Loss: The ratio of water lost from systems operations, non-revenue water, leaks, etc. Water Loss shall be determined based on the following calculation:

$$\text{Water Loss} = (\text{Citywide Water Production} - \text{Citywide Metered Sales}) / \text{Citywide Water Production}$$

This Water Loss calculation will be made each year by the City and may be revised to meet State-prescribed definitions and/or standards.

### ARTICLE 2 TERM

The term of this Agreement shall be thirty (30) years commencing on the date first herein described. The Parties agree to review the provisions of this Agreement every five (5) years consistent with Article 5 Cooperative Management. Unless otherwise amended by the Parties in writing, this Agreement shall remain in full force and effect.

### ARTICLE 3 CERTIFICATION

- 3.1 City shall annually certify whether it achieved Water Balance. The certification shall identify Purchased Water, Actual In-District Demand, and Water Loss. The City shall provide its Annual Certification no later than the last business day of August. The Annual Certification shall cover the period of July 1 to June 30 of each year and shall be in lieu of any monthly certifications required of City by Casitas. City will use its best efforts to accurately calculate Actual In-District Demand and Water Loss. The Parties agree to the following calculation for determining Water Balance:

$$\text{Water Balance} = \text{Purchased Water} - \text{Actual In-District Demand}$$

Water Balance: The City achieves Water Balance when the above calculation equals a negative number or zero.

Balance Exceedance: If the above calculation results in a positive number, the City utilized more Casitas water than its Actual In-District Demand, causing a

## WATER SERVICES AGREEMENT

Balance Exceedance.

3.2 In the event of a Balance Exceedance, the following shall occur:

3.2.1 For the twelve-month period following the Annual Certification showing the Balance Exceedance, the City shall reduce its Actual In-District Demand by an amount equal to the Balance Exceedance.

3.2.2 Pursuant to Article 5, the City shall immediately notify Casitas if the City cannot reach Water Balance within a 12-month period following Balance Exceedance.

3.2.3 City will continue to reduce its Actual In-District Demand until the reduction equals the Balance Exceedance. Failure of the City to reduce Actual In-District Demand to adjust for the Balance Exceedance within the 12-month period shall be cumulative, reported in the relevant Annual Certification, and may be subject to Article 13.

3.3 The Parties acknowledge that under certain circumstances and operational failures, the City may be unable to reduce its Actual In-District Demand sufficiently to achieve Water Balance within a 12-month period following the documented Balance Exceedance. In these circumstances the Parties may renegotiate an extended time frame. The Parties agree to extensions as follows:

3.3.1 The City is developing alternate water supplies that will require additional time to implement. The City anticipates such alternate water supplies will not be in operation until July 2020 (Transition Period). During this Transition Period, the City may request an extension of time up to 18 months (in addition to the 12-month period following documented Balance Exceedance) to achieve Water Balance. Casitas reserves the right to deny an extension of time in the event it is at Stage 3, 4, or 5 in the WEAP.

3.3.2 In the event of a Catastrophic Failure, the Parties agree that the City may request an extension of time up to three (3) years to come into Water Balance from the date of certified Balance Exceedance.

3.3.3 If the end of the time extension, pursuant to this Article 3.3, does not coincide with the Annual Certification, the City shall provide an interim report documenting status on complying with Balance Exceedance provisions.



## WATER SERVICES AGREEMENT

3.3.4 If Casitas rejects the City's reasonable requests for a time extension, Parties agree to submit to the procedures outlined in Article 14 of this Agreement.

### ARTICLE 4 ALLOCATION

- 4.1 To provide maximum flexibility and in recognition of former agreements and rights, Casitas shall provide the City with sufficient water to meet its Projected Water Demand consistent with this Article 4.
- 4.2 The City shall submit a Projected Water Demand to Casitas by the last business day of May of every year. This Projected Water Demand shall include any adjustments on demand associated with land use. If the City does not provide a revised Projected Water Demand by the last business day of May, Casitas will utilize the previous year's figure. The Projected Water Demand submitted pursuant to this Article 4.2 shall be utilized in the annual Certification referenced in Article 3.
- 4.3 In the event that Casitas must enact its WEAP due to a water shortage, Casitas may adjust the City's Allocation consistent with the percentage reduction for the WEAP stage.
  - 4.3.1 The City's Stage 1 Allocation shall be the average of the City's Projected Water Demand during the five (5) most recent years during which neither the City nor Casitas are implementing their water shortage contingency plans.
  - 4.3.2 Casitas will adjust the City's allocation amount to account for Demand Hardening.
- 4.4 The Parties acknowledge and agree, that in addition to the City's existing and complementary adjustments to Projected Water Demand, the City enacts water restrictions within its boundaries. Nothing in this Agreement shall require City to follow Casitas' water restriction provisions, such as watering days, or limitations on development.
- 4.5 Pursuant to law, the Parties acknowledge and agree that nothing in this Agreement shall be construed to limit or infringe on the City or Casitas' water rights.

WATER SERVICES AGREEMENT

ARTICLE 5  
COOPERATIVE MANAGEMENT

- 5.1 The City and Casitas acknowledge that cooperative management of regional water resources must be achieved through coordinated and joint management activities. Consistent with those ideals and in furtherance of this Agreement, the Parties agree to the following:
- 5.1.1 Communication: The City and Casitas shall meet, as needed, to discuss and seek to resolve any issues relating to systems operations and/or resource management. These meetings may also include without limitation:
- A. Review of Annual Certification.
  - B. Allocations due to water shortage pursuant to Casitas' WEAP.
- 5.1.2 In the event of any change in circumstances that may impede compliance with the terms and timelines of this Agreement, the Parties agree to provide notice to the other as soon as reasonably feasible. Anticipated items requiring notice include, without limitation:
- A. Water quality issues requiring system shut down.
  - B. Failure to achieve Water Balance within agreed times.
  - C. Interruptions of service, including Short Interruptions of Service.
  - D. Operational failures that may result in Balance Exceedance.
  - E. Maintenance of either the City or Casitas' individually or jointly coordinated facilities.
  - F. Water conservation initiatives.
  - G. Water supply issues.
  - H. Changes in water supply.
- 5.1.3 In the event of any change in circumstances, the City and Casitas shall seek resolution of issues within their authority.
- 5.2 Casitas shall have the option of purchasing water from the City. This water may come from an agreed reduction of the City's Actual In-District Demand, or provision of additional water resources available to the City.

ARTICLE 6  
CAUSES BEYOND CONTROL

- 6.1 In the event of an interruption or reduction in demand or supply beyond the control of City or Casitas, including but not limited to acts of God, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid, neither party shall be considered in default in

## WATER SERVICES AGREEMENT

respect to any obligation under this Agreement if prevented from fulfilling the obligation by reason thereof.

- 6.2 Either party unable to fulfill any obligation by reason of any of the above described conditions shall exercise due diligence to remove the inability with all reasonable dispatch.

### ARTICLE 7 RATES

Casitas agrees to establish rates, including fixed and variable charges, in accordance with law and these rates shall not exceed the Cost of Service.

### ARTICLE 8 WATER QUALITY

- 8.1 Casitas will use its best efforts to meet all applicable drinking water quality standards and regulations. If at any time during the term of this Agreement Casitas is not able to meet all applicable primary drinking water quality standards and regulations, the City's obligations to pay for water shall be limited to payment for the amounts of water the City can beneficially use for potable purposes.
- 8.2 Casitas shall notify City immediately in the event that Casitas is unable to meet applicable drinking water quality standards. In the event of the City's sale of water to Casitas (see Article 5.2), the City shall notify Casitas immediately if the City is unable to meet applicable drinking water quality standards.

### ARTICLE 9 SUPPLY & OPERATIONS

- 9.1 The Parties acknowledge the possibility for Short Interruptions of Service. However, in all circumstances, Casitas shall use due and reasonable diligence to provide a regular and uninterrupted supply of water, but in case this supply shall be interrupted or be defective or fail for any cause, Casitas shall be required to exercise all reasonable diligence in order to resume the normal supply of water as quickly as practicable.
- 9.2 The Parties shall maintain and operate their respective water systems so as to minimize, to the extent practicable, the likelihood of disturbance originating in either of the Parties' water systems which might cause

## WATER SERVICES AGREEMENT

impairment to the service of the water system of the other party or of any water system interconnected with the system of the other party.

### ARTICLE 10 NOTICES

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, mail, or email if the email is followed by mail. Notices sent by mail shall be addressed as follows:

To City: City of San Buenaventura  
Attention: Acting General Manager  
P.O. Box 99  
Ventura, CA 93002-0099  
Phone No: (805) 654-2828  
FAX No.: (805) 643-0339  
Email: jmcdermott@venturawater.net

To Casitas: Casitas Municipal Water District  
Attention: General Manager  
P.O. Box 37  
Oak View, CA 93022  
Phone No: (805) 649-2251  
FAX No.: (805) 649-3001  
Email: swickstrum@casitaswater.com

When addressed in accordance with this paragraph, notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the titles or addresses of the persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

### ARTICLE 11 MODIFICATION

11.1 No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto and approved by appropriate action of the governing bodies of the Parties.

## WATER SERVICES AGREEMENT

11.2 The Parties understand that regular discussion and amendments to this Agreement may be required, as necessary to meet their mutual goals as expressed in Article 2 and Article 5 of this Agreement.

### ARTICLE 12 RULES AND REGULATIONS

- 12.1 As applicable, City agrees to comply with all rules and regulations of Casitas executed with the proper legal authority and formality.
- 12.2 As applicable, Casitas agrees to comply with all rules and regulations of City executed with the proper legal authority and formality.

### ARTICLE 13 TERMINATION

- 13.1 Right of Termination. This Agreement and the transactions contemplated herein may be terminated and abandoned under the following circumstances:
- (i) Upon the mutual consent, in writing, by both Casitas and City; or
  - (ii) After following dispute resolution provisions provided in Article 14, Casitas or the City may provide written Notice to Terminate for:
    - a. Violation by the other party of any of the terms of this Agreement;
    - b. Violation of appropriate provisions of California Law; or
    - c. Failure of City to correct Balance Exceedance consistent with the terms of this Agreement.
- 13.2 The power of termination provided for by Article 13.1 hereof may only be exercised:
- After pursuing dispute resolution pursuant to Article 14, unless delays shall cause undue harm to said party; and
  - During the next fiscal year, but not less than twelve months, following service of the Notice to Terminate; or
  - By written agreement signed on behalf of City or Casitas by designated decision-makers.

## WATER SERVICES AGREEMENT

### ARTICLE 14 DISPUTE RESOLUTION

- 14.1 Should there be a dispute over the operation of the Agreement that cannot be resolved by staff of City and Casitas pursuant to Article 5, an appointed committee of at least two Casitas Board members and two City Council members shall convene to discuss and use their best efforts to resolve the dispute before any other action is taken.
- 14.2 Prior to termination of this Agreement pursuant to Article 13, the party seeking termination shall provide the other party written notice of the controversy and efforts to resolve the controversy (Notice of Controversy).
- 14.2.1 Within forty-five (45) days of Notice of Controversy, the Parties shall attempt in good faith to resolve the controversy through informal means consistent with Article 14.1.
- 14.3 Unless otherwise agreed in writing, if the Parties cannot agree upon a resolution of the controversy within forty-five (45) days of Notice of Controversy, the dispute shall be submitted to mediation prior to commencement of any legal action or termination of the Agreement. The following elements shall apply to said mediation:
- Mediation shall be no less than one (1) full day (unless agreed otherwise by the Parties).
  - Cost of the mediation shall be paid in equal proportion between the Parties.
  - The mediator shall be agreed to by the Parties or appointed by the Superior Court of California upon a suit or motion for appointment of a neutral mediator.
- 14.4 Upon completion of mediation pursuant to this Article 14, if the controversy has not been resolved, any party may exercise option for termination or other legal action under this Agreement by serving a Notice of Termination.

WATER SERVICES AGREEMENT

ARTICLE 15  
ENTIRE AGREEMENT

- 15.1 This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, it being the intent of the Parties that neither shall be bound by any terms, conditions, or representations not written here.
- 15.2 This Agreement supersedes and cancels the June 28, 1995 Agreement, entitled the "1995 Agreement." The City and Casitas are not subject to any further legal or financial obligations under the 1995 Agreement. The Parties agree that as of the commencement of this Agreement, City is in Water Balance.

CITY OF SAN BUENAVENTURA

DATE: \_\_\_\_\_

BY \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CASITAS MUNICIPAL WATER DISTRICT

DATE: \_\_\_\_\_

BY \_\_\_\_\_  
President, Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
General Legal Counsel for Casitas

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: March 17, 2017  
 TO: Recreation Committee  
 FROM: Carol Belser, Park Services Manager  
 SUBJECT: Recreation Area Monthly Report for February 2017

Visitation Numbers

The following is a comparison of visitations\* for February 2017:

	February 2017	February 2016	January 2017
Visitor Days	29,520	36,524	26,848
Camps	3,176	2,992	2,662
Cars	7,380	9,131	6,712
Boats	156	218	153
Kayaks & Canoes	11	6	6

Fiscal Year to Date Visitation	
2015/2016	333,502
2016/2017	437,070
% Change	31.055

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

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

**Camps** = Campsites occupied + extra vehicles

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

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

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

Boating

There were 3 cables sold for new inspections, 6 vessels in addition to the rowing club skulls were re-inspected and a total of 362 vessels were retagged in February. One vessel failed the first inspection in February 2017. Santa Ana Launch Ramp was put back into operation after the water level rose and Old Coyote could no longer be reached by road.

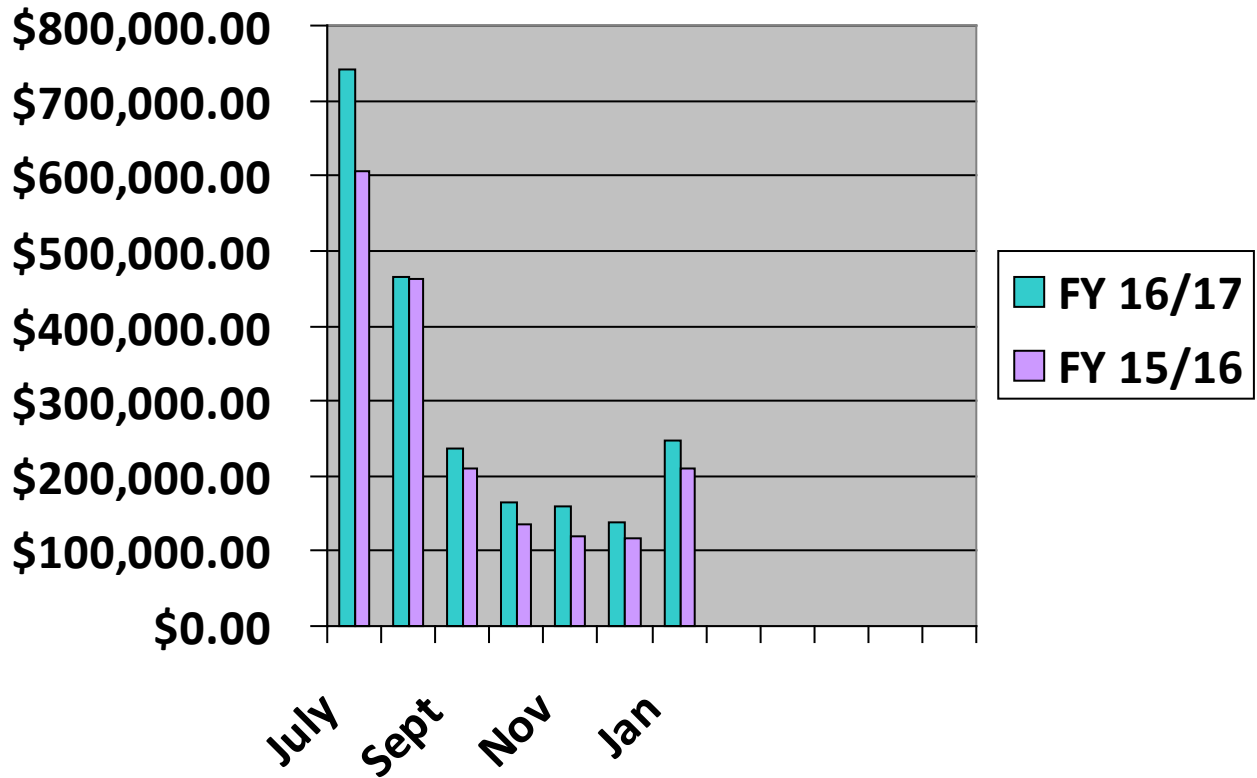
Incidents

There were 22 calls for service from the public and 42 staff observations where the park staff made customer contact. There were no major medical incidents in the month of February 2017.

Revenue Reporting

The 2016/2017 unaudited monthly figures below available to date illustrate all Lake Casitas Recreation Area's revenue collected in the respective months (operations, concessions, Water Adventure, etc.) per the District's Financial Summary generated by the Finance Manager.





LCRA TOTAL REVENUE

**CASITAS MUNICIPAL WATER DISTRICT  
MINUTES  
Recreation Committee**

DATE: April 3, 2017  
TO: Board of Directors  
FROM: Park Services Manager, Carol Belser  
Re: Committee Meeting of April 3, 2017

**RECOMMENDATION:**

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

1. **Roll Call.**  
Director Pete Kaiser,  
Director Bill Hicks  
Carol Belser, Park Services Manager
2. **Public Comments.**  
None.
3. **Board/Management Comments.**  
Carol Belser reported that the Park Ranger Policy Manual review is in progress and there have been several meetings with the Union and various Casitas staff. The target date to bring the policy manual to the Board for final approval is April 12, 2017.
4. **Review of the February 2017 Recreation Report.**  
Carol Belser distributed the draft report for February 2017. Directors Hicks and Kaiser commented on the increase of visitation numbers from the previous year.
5. **Discussion regarding upcoming potential events: Easter Service, Wine Festival and Boys and Girls Club**  
Ms. Belser presented an application she received from the Boys and Girls Club of Santa Barbara County. She requested on their behalf use of the Recreation Area for a checkpoint for their event, Rally 4 Kids on Friday April 28, 2017. They event organizer estimates up to 60 vehicles will use the Recreation Area (in increments of no more than six vehicles at a time) as a check point and a brief activity. The use will span between 10:30 am to Noon. The Boys and Girls Club requested use of the grass area near the Water Adventure. The Committee recommends a fee of \$150.00 be paid in addition to the usual event insurance requirement. Ms. Belser will forward that recommendation to the Club's representative. Ms. Belser then reviewed the Easter Sunrise service schedule for Easter Sunday and the Wine Festival event schedule on June 11, 2017. She stated that the Wine Festival is in its 5<sup>th</sup> year of the 5 year agreement. She will be working with Wine Festival representatives to create another long term use agreement.
6. **Review of Incidents and Comments.**  
Ms. Belser presented the March 2017 incident statistics. She stated that there were 38 calls for service from customers and 57 staff observations where LCRA staff made contact with the customer. There was one medical incident, 22 disturbances (Ventura County Sheriff's Office responded to 4) 3 boating related incidents, 1 fishing violation, 1 unattended fire, 3 traffic violations and 13 incidents of leash law non-compliance. Additionally the Ventura County Sheriff Office responded to a tent burglary resulting in three arrests for possession of stolen property

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**CASITAS MUNICIPAL WATER DISTRICT  
MEMORANDUM**

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**TO:** STEVE WICKSTRUM, GENERAL MANAGER  
**FROM:** RON MERCKLING, PUBLIC AFFAIRS/RESOURCE MANAGER  
**SUBJECT:** WATER CONSERVATION MARCH 2017 UPDATE  
**DATE:** APRIL 6, 2017

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During the month of March 2017, the following activities were completed by the Water Conservation Department:

- Facebook and Website updates
- Proposition 218 mailing (5,000 to include property owners and customers)
- Media interviews:
  - Spoke with Emily Guerin, KPPC 89.3 FM radio on drought
  - Spoke with Bill Warner, OVN water rates
  - Spoke with Bill Warner, OVN smolt spotted in river
- Managing Cross-connection control program, working on upgrades to program
  - 65 BF Communications to include
    - 55 Letters, Test Forms
    - Re-sent documents via Fax or Email
    - 10 - Plus individualized incoming calls/emails
- State Water Resources Control Board monthly report filed.
- Continued work on Crop Report program, securing remaining customers to participate
- Coordinating with City of Ventura staff on Turf removal program
- Review and respond to high water use customers
- Continued meetings and phone calls with customers regarding allocation program
- Four water surveys completed
- Responded to 5 water waste reports. Some of these reports required site visits, phone calls, coordinating with other agencies, and mailings
- Rebates
  - 1 High Efficiency Toilet rebate
- Landscape sign program – 1 sign distributed
- Media Advertising:
  - 1 Ojai Valley Newspaper website – water conservation
  - 1 Bill message
- Attended the following meetings:
  - Presentation at March 2, Ventura River Watershed Group
  - Conference call with consultant on 218 mailer, March 14

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**CASITAS MUNICIPAL WATER DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** NEIL COLE, PRINCIPAL CIVIL ENGINEER  
**FROM:** JORDAN SWITZER, ENGINEERING TECHNICIAN  
**SUBJECT:** LAKE CASITAS MONTHLY STATUS REPORT FOR MARCH, 2017  
**DATE:** APRIL 5<sup>TH</sup>, 2017

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**RECOMMENDATION:**

This item is presented for information only and no action is required.

**DISCUSSION:**

Rainfall Data for March, 2017

	<u>Casitas Dam</u>	<u>Matilija Dam</u>
March, 2017	1.27"	1.37"
Water Year (WY) to Date (Oct 1-Sep 30)	30.75"	34.70"
Average Annual Rainfall	23.70"	28.33"

Robles Fish Passage and Diversion Facilities

Diversion Data

March 2017:	1,031 A.F.	Total Diversions to Date:	6,091 A.F.
Diversion Days in March:	27	Diversion Days this WY:	52

Reservoir Data

Water Surface Elevation (03/31/17):	501.02 feet
Water Storage on April 1 <sup>st</sup> , 2017:	111,544 A.F.
Water Storage Last Month:	110,042 A.F.
Net Change in Storage	+ 1,502 A.F.
Change in Storage from March 31 <sup>st</sup> , 2016:	+ 5,217 A.F.



**Consumption Report**

**Water Sales FY 2016-2017 (Acre-Feet)**

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2016 / 2017	2015 / 2016
													Total	Total
AD Ag-Domestic	564	513	570	381	291	155	14	11	0	0	0	0	2,499	3,061
AG Ag	451	386	382	276	213	102	11	8	0	0	0	0	1,830	2,139
C Commercial	75	80	71	33	23	15	7	6	0	0	0	0	310	378
DI Interdepartmental	8	7	7	6	5	5	3	4	0	0	0	0	45	49
F fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
I Industrial	2	1	1	1	1	0	0	1	0	0	0	0	6	8
OT Other	28	19	18	16	7	7	2	3	0	0	0	0	99	87
R Residential	121	117	122	88	73	64	44	43	0	0	0	0	672	773
RS - P Resale Pumped	147	236	248	205	82	68	36	17	0	0	0	0	1,040	776
RS - G Resale Gravity	163	169	165	287	303	272	238	102	0	0	0	0	1,699	2,964
TE Temporary	3	1	2	1	2	1	0	0	0	0	0	0	11	9
<b>Total</b>	<b>1,562</b>	<b>1,528</b>	<b>1,586</b>	<b>1,295</b>	<b>1,001</b>	<b>689</b>	<b>355</b>	<b>195</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,212</b>	<b>10,243</b>
<b>Total 2015 / 2016</b>	<b>1,421</b>	<b>1,689</b>	<b>1,781</b>	<b>1,559</b>	<b>1,396</b>	<b>1,364</b>	<b>373</b>	<b>660</b>	<b>555</b>	<b>1,001</b>	<b>1,142</b>	<b>1,404</b>	<b>N/A</b>	<b>14,345</b>



CFD No. 2013-1 (Ojai) - Cost Analysis

	Services & Suplies	Legal Fees	Labor Expense	Other Services	Total Expenses
2011 / 2012	-289.50	42,560.00	11,098.37	0.00	53,368.87
2012 / 2013	831.82	223,462.77	14,836.68	0.00	239,131.27
2013 / 2014	29.89	91,878.06	3,835.65	0.00	95,743.60
2014 / 2015	0.00	68,457.10	0.00	0.00	68,457.10
2015 / 2016	6.12	152,811.84	2,938.86	0.00	155,756.82
July	0.00	5,624.87	0.00	0.00	5,624.87
August	0.00	21,652.74	221.06	0.00	21,873.80
September	97.98	19,326.07	0.00	0.00	19,424.05
October	0.00	11,486.55	552.67	0.00	12,039.22
November	0.00	15,352.45	0.00	0.00	15,352.45
December	5.77	33,611.03	0.00	0.00	33,616.80
January	0.00	39,089.38	1,665.39	0.00	40,754.77
Feburary	0.00	64,134.60	1,862.32	0.00	65,996.92
March	0.00	49,005.55	9,328.00	0.00	58,333.55
April	0.00	0.00	0.00	0.00	0.00
May	0.00	0.00	0.00	0.00	0.00
June	0.00	0.00	0.00	0.00	0.00
Total YTD Cost	<u>103.75</u>	<u>259,283.24</u>	<u>13,629.44</u>	<u>0.00</u>	<u>273,016.43</u>
Total Cost	<u>682.08</u>	<u>838,453.01</u>	<u>46,339.00</u>	<u>0.00</u>	<u>885,474.09</u>
Tax Assessment - County of Ventura: 2015 / 2016					-460,342.64
Tax Assessment - County of Ventura: 2016 / 2017					<u>-280,366.65</u>
<b>Total CMWD CFD 2013-1 Cost</b>					<b><u>144,764.80</u></b>

**CASITAS MUNICIPAL WATER DISTRICT  
TREASURER'S MONTHLY REPORT OF INVESTMENTS  
04/04/17**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$796,039	2.014%	10/25/2016	4.02%	2721
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$921,513	\$867,703	1.901%	5/9/2016	4.38%	3249
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$853,531	\$840,050	2.790%	3/28/2016	4.24%	3215
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,014,787	\$992,810	3.000%	3/24/2016	5.02%	3544
*TB	Federal Farm CR Bank	3133EGWD	9/29/2027	\$694,629	\$651,180	2.354%	11/17/2016	3.29%	3775
*TB	Federal Home Loan Bank	3130A3DL	9/8/2023	\$1,581,453	\$1,510,950	1.486%	10/13/2016	7.63%	2314
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,364,572	\$1,356,656	1.625%	10/3/2012	6.85%	790
*TB	Federal Home Loan Bank	3130A0EN	12/10/2021	\$540,211	\$519,625	1.107%	5/9/2016	2.62%	1686
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$767,236	\$731,595	2.875%	2/19/2016	3.70%	2949
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$470,571	\$443,544	1.203%	7/14/2016	2.24%	2314
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$933,308	\$876,020	2.875%	8/2/2016	4.43%	2590
*TB	Federal Home Loan Bank	3133XFKF	6/11/2021	\$653,945	\$644,958	5.625%	1/16/2013	3.26%	1507
*TB	Federal Home Loan MTG Corp	3137EABA	11/17/2017	\$1,022,961	\$1,025,580	5.125%	1/3/2012	5.18%	223
*TB	Federal Home Loan MTG Corp	3137EADB	1/13/2022	\$676,018	\$677,426	2.375%	9/8/2014	3.42%	1719
*TB	Federal National Assn	31315P2J7	5/1/2024	\$800,920	\$754,312	1.721%	5/1/2016	3.81%	2547
*TB	Federal National Assn	3135G0ZR	9/6/2024	\$1,479,007	\$1,421,784	2.625%	5/25/2016	7.18%	2672
*TB	Federal National Assn	3135G0K3	4/24/2026	\$2,530,333	\$2,398,325	2.125%	5/25/2016	12.12%	3260
*TB	US Treasury Inflation Index NTS	912828JE1	7/15/2018	\$1,133,799	\$1,165,061	1.375%	7/6/2010	5.89%	461
*TB	US Treasury Inflation Index NTS	912828MF	1/15/2020	\$1,133,320	\$1,183,920	1.375%	11/18/2015	5.98%	1001
*TB	US Treasury Note	912828WE	11/15/2023	\$768,509	\$794,674	2.750%	12/13/2013	4.01%	2381
Accrued Interest					\$143,773				
<b>Total in Gov't Sec. (11-00-1055-00&amp;1065)</b>				<b>\$20,174,541</b>	<b>\$19,795,984</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>\$450</b>	<b>\$450</b>	0.68%	Estimated	<b>0.00%</b>	
***	<b>COVI as of: (11-00-1060-00)</b>		N/A	<b>\$2,859</b>	<b>\$2,859</b>	0.78%	Estimated	<b>0.01%</b>	
<b>TOTAL FUNDS INVESTED</b>				<b>\$20,177,850</b>	<b>\$19,799,293</b>			<b>100.00%</b>	
Total Funds Invested last report				\$20,179,287	\$19,517,955				
Total Funds Invested 1 Yr. Ago				\$19,146,835	\$19,515,217				
****	<b>CASH IN BANK (11-00-1000-00) EST.</b>			<b>\$5,226,651</b>	<b>\$5,226,651</b>				
	<b>CASH IN Western Asset Money Market</b>			<b>\$4</b>	<b>\$4</b>	0.01%			
<b>TOTAL CASH &amp; INVESTMENTS</b>				<b>\$25,404,505</b>	<b>\$25,025,948</b>				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$23,239,845	\$23,608,226				
*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.