

Casitas Municipal Water District  
RECREATION COMMITTEE  
Agenda  
Brennan/Spandrio  
**November 5, 2019 – 10:00 a.m.**  
Casitas Municipal Water District  
1055 Ventura Ave.  
Oak View, CA 93022

1. Roll Call
2. Public comments.
3. Board/Management comments.
4. Review of Bureau of Reclamation grant funding of the Lake Casitas Recreation Area.
5. Presentation and discussion of Lake Casitas Recreation Area user fees.
6. Review and discussion of Request for Proposals for a Concept of Design for an event area at the Lake Casitas Recreation Area.
7. Review Monthly Recreation Report for September.
8. Review of Incidents and Comments.

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

CASITAS MUNICIPAL WATER DISTRICT  
Interdepartmental Memo

**TO:** Recreation Committee

**FROM:** Carol Belser, Park Services Manager

**SUBJECT:** **United States Department of the Interior Bureau of Reclamation Assistance Agreement**

**Date:** October 16, 2019

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**RECOMMENDATION**

It is recommended the Recreation Committee review the attached Assistance Agreement R19AP00028.

**BACKGROUND and OVERVIEW**

During the October 1, 2019 meeting of the Recreation Committee, the Park Manager mentioned that the Bureau of Reclamation had notified the District that additional funds were approved for the Assistance Agreement R18AP00028. At that time, the Committee requested to be updated on the grant in its entirety and the details of the grant come before them for discussion.

**SUMMARY**

Attached is the Assistance Agreement R18AP00028 narrative and sign amendments. Assistance Agreement R18AP00028 is the third of its kind, a 50% matching grant for funds dedicated to the Lake Casitas Recreation Area from the Bureau of Reclamation as follows:

- 1) Assistance Agreement R11AC20123 amount \$931,748, completed
- 2) Assistance Agreement R15AP0006 amount \$408,124.70 modified to \$400,000.00, completed
- 3) Assistance Agreement R18AP00028 amount \$499,739.00 in-process \$200,000 released to date

The Assistance Agreements began in 2011 and have been instrumental in allowing the District to provide maintenance, operations and improvement to the LCRA.

Attachment A R18AP00028 Award Documents  
Attachment B R18AP00028 Signed Agreement 6/4/2018  
Attachment C R18AP00028 Modification 11/7/2018

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

1A. AGREEMENT NUMBER R18AP00028		1B. MOD NUMBER N/A		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Special District Government					
4. ISSUING OFFICE U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 DUNS: 098865801/EIN: 84-1024566				5. RECIPIENT Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112							
				EIN #:		95-6004993		County:		Ventura	
				DUNS #:		072927973		Congress. Dist:		24	
6. GRANTS MANAGEMENT SPECIALIST Beverly S. Breen, MP-3828 U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Phone: (916) 978-5146 Email: bbreen@usbr.gov				7. RECIPIENT PROJECT MANAGER Mr. Steve Wickstrum, General Manager Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112 Email: swickstrum@casitaswater.com							
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Stacy Brown, SCCAO Bureau of Reclamation South Central California Area Office 1243 N Street Fresno, California 93721-1813 Phone: (559) 487-5408 Email: sbrown@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See block 17a		9B. MODIFICATION EFFECTIVE DATE: N/A					
				10. COMPLETION DATE <p align="center">September 30, 2022</p>							
11A. PROGRAM STATUTORY AUTHORITY Public Law 89-72...P.L. 102-575, Section 2804(b)(1), as amended (16 USC 460L-15, Section 3(c)(1).						11B. CFDA Number 15.524					
12. FUNDING INFORMATION		<u>RECIPIENT/OTHER</u>		<u>RECLAMATION</u>		13. REQUISITION NUMBER <p align="center">20148576</p>					
Total Estimated Amount of Agreement		\$567,392.00		\$499,739.00		14A. ACCOUNTING AND APPROPRIATION DATA <p align="center">RR02112000 18XR0680A2 RX.07674999.6000000</p>					
This Obligation		\$0.00		\$100,000.00							
Previous Obligation		\$0.00		\$0.00							
Total Obligation		\$567,392.00		\$100,000.00							
14B. TREASURY ACCOUNT FUNDING SYMBOL <p align="center">14X0680</p>											
15. PROJECT TITLE Casitas Recreation Improvements											
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient  BY: _____  DATE: _____				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation  BY: _____  DATE: _____							
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER  <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER <p align="center">Beverly S. Breen</p>							

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**Grant Agreement  
Between  
Bureau of Reclamation  
And  
Casitas Municipal Water  
For  
Recreation Improvements**

## **I. OVERVIEW AND SCHEDULE**

### **1. AUTHORITY**

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and Casitas Municipal Water District, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to Public Law 89-72, Sec.1, Sec. 3(b)(1), Sec. 3(c)(1). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

Public Law 89-72, Federal Water Project Recreation Act, July 9, 1965. Section 1, Section 3(b)(1) and Section 3(c)(1).

Sec. 1. Congressional policy—It is the policy of the Congress and the intent of this Act that (a) in investigating and planning any Federal navigation, flood control, reclamation, hydroelectric, or multiple-purpose water resource project, full consideration shall be given to the opportunities, if any, which the project affords for outdoor recreation and for fish and wildlife enhancement and that, wherever any such project can reasonably serve either or both of these purposes consistently with the provisions of this Act, it shall be constructed, operated, and maintained accordingly: (b) planning with respect to the development of the recreation potential of any such project shall be based on the coordination of the recreational use of the project area with the use of existing and planned Federal, State, or local public recreation developments; and (c) project construction agencies shall encourage non-Federal public bodies to administer project land and water areas for recreation and fish and wildlife enhancement purposes and operate, maintain, and replace facilities provided for those purposes unless such areas or facilities are included or proposed for inclusion within a national recreation area, or are appropriate for administration by a Federal agency as a part of the national forest system, as part of the public lands classified for retention in Federal ownership, or in connection with an authorized Federal program for the conservation and development of fish and wildlife  
and

Sec. 3 (b) (1) If non-Federal public-bodies execute an agreement after initial operation of the project (which agreement shall provide that the non-federal public bodies will administer project land and water areas for recreation or fish and wildlife enhancement or both pursuant to the plan for the development of the project approved by the head of the agency having administrative

jurisdiction over it and will bear not less than one-half the costs of lands, facilities, and project modifications provided for recreation, and will bear one-quarter of such costs for fish and wildlife enhancement, and not less than one-half the costs of planning studies, and the costs of operation, maintenance, and replacement attributable thereto) the remainder of the costs of lands, facilities, and project modifications provided pursuant to this paragraph shall be non-reimbursable.

and

Sec. 3(c) (1) Any recreation facility constructed under this Act may be expanded or modified if (A) the facility is inadequate to meet recreational demand: and

(B) a non-Federal public body executes an agreement which provides that such public body-

(i) will administer the expanded or modified facilities pursuant to a plan for development for the project that is approved by the agency with administrative jurisdiction over the project; and

(ii) will bear not less than one-half of the planning and capital costs of such expansion or modification and no less than one-half of the costs of the operation, maintenance, and replacement attributable to the expansion of the facility.

(2) The Federal share of the cost of expanding or modifying a recreational facility described in paragraph (1) may not exceed 50 percent of the total cost of expanding or modifying the facility.

## **2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION**

This financial assistance agreement will continue to benefit the public by funding activities considered highly important to the integrity of the recreation area and what it has to offer to the visiting public. Safety is a primary concern throughout the park and the condition of the internal roadways and walkways is vital in assuring the visitor has a safe and well maintained area to travel in, either by vehicle or on foot. The agreement will assist the District in continuing the State mandated program to eradicate invasive species in water bodies of the State. This program has become increasingly active due to findings of dangerous aquatic species in more Lakes within the State. Continued public use of the reservoir for boating and fishing will depend upon the success of the Quagga program and how it is monitored on a daily basis. Security and installation of a new inspection awning are an integral part of the Front Entrance project being constructed at Lake Casitas. Road Resurfacing takes place each year, prior to heavy public use of the area which usually starts in April of any year.

## **3. BACKGROUND AND OBJECTIVES**

Reclamation may enter into multi-year agreements for development programs for the design and construction of new Recreation facilities at Lake Casitas and the upgrade and enhancement of existing facilities within the Reservoir Area. This financial assistance agreement proposes a 50/50 cost share with the District on recreation improvements within the Reservoir Area. The District has continuously performed its obligations to administer, operate, maintain and develop recreational facilities within the Recreation Area. The District entered into a cost-share agreement with Reclamation in February, 2015, (R15AP00006), and has met its obligations within that Agreement. District has also signed a 25yr Resource Management Plan with Reclamation, which is the basis for current and projected improvements within the Area.

## **Objectives:**

### **Objective 1 – Public Safety Improvements**

The Recreation Area Lake Casitas receives almost 600,000 visitors annually. With the high amount of visitors the park receives public safety and park security remains a top priority. The installation of security cameras and illuminated directions signage will address several important public safety issues in the park. This work will help make the park safer and improve visitor satisfaction.

### **Objective 2 – Road Resurfacing and Maintenance**

Road Resurfacing takes place each year, prior to heavy public use of the area which usually starts in April of any year. Approximately 11 miles of roads and trails intersect Casitas Recreation Area. Management plan has been to redo approximately 3-6 miles per year and where needed, repair any obvious damaged areas from the previous summer's use. There are various methods of resurfacing that are used within the park. Grinding of current base is attempted at times, Cape seal can be used if the area to be re-conditioned does not require additional depth of asphalt, straight re-surface is used in areas that are damaged and need complete seal.

### **Objective 3 – Playground Maintenance**

Playgrounds within the Park need resurface material frequently. This funding is proposed as an out-year funding need. The Park switched to a rubber pellet material several years back and that is now the preferred surface for all locations. The pellets absorb falls much more effectively and have reduced the occurrence of injury to younger visitors. Pellet base is installed each spring, as needed, to all playgrounds that will open on April 15 of each year.

### **Objective 4 – Quagga Mussel Inspection Program**

The Quagga Mussel Inspection Program is a State mandated eradication program for the control of invasive species that may enter the waters of reservoirs throughout the State and can cause millions of dollars of damage to water delivery systems and facilities. All recreation boats that enter the Park are inspected and receive tags for compliance purposes before they are allowed to launch. Casitas employs staff that inspects boats daily during park hours; records are kept and reported to State Fish & Game authorities. This activity takes place year-round; the lake is open to fishing and boating 12 months out of the year. Out-year funding is proposed in this agreement. Amounts are generally for equipment needs of the inspection program. These expenses may include, but not be limited to; Pressure washers, (Industrial Type), wash uniforms, eye protection station, computer for data base and inspection record documentation of any vessel using Lake Casitas. Most of the funding associated with this aspect will go to the installation of a new Inspection Station awning. The awning will shield staff and customers from the sun and rain as inspections are conducted.

#### **4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY**

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$499,739.00 of which the initial amount of federal funds available is limited to \$100,000.00 as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

#### **5. SCOPE OF WORK AND MILESTONES**

##### **Task 1 – Public Safety Improvements**

The Recreation Area Lake Casitas receives almost 600,000 visitors annually. With the high amount of visitors the park receives public safety and park security remains a top priority. The installation of security cameras and illuminated directions signage will address several important public safety issues in the park. This work will help make the park safer and improve visitor satisfaction.

##### **Task 2 – Road Resurfacing and Maintenance**

Road Resurfacing takes place each year, prior to heavy public use of the area which usually starts in April of any year. Approximately 11 miles of roads and trails intersect Casitas Recreation Area. Management plan has been to redo approximately 3-6 miles per year and where needed, repair any obvious damaged areas from the previous summer’s use. There are various methods of resurfacing that are used within the park. Grinding of current base is attempted at times, Cape seal can be used if the area to be re-conditioned does not require additional depth of asphalt, straight re-surface is used in areas that are damaged and need complete seal.

##### **Task 3 – Playground Maintenance**

Playgrounds within the Park need resurface material frequently. This funding is proposed as an out-year funding need. The Park switched to a rubber pellet material several years back and that is now the preferred surface for all locations. The pellets absorb falls much more effectively and have reduced the occurrence of injury to younger visitors. Pellet base is installed each spring, as needed, to all playgrounds that will open on April 15 of each year.



## Task 4 – Quagga Mussel Inspection Program

The Quagga Mussel Inspection Program is a State mandated eradication program for the control of invasive species that may enter the waters of reservoirs throughout the State and can cause millions of dollars of damage to water delivery systems and facilities. All recreation boats that enter the Park are inspected and receive tags for compliance purposes before they are allowed to launch. Casitas employs staff that inspects boats daily during park hours; records are kept and reported to State Fish & Game authorities. This activity takes place year-round; the lake is open to fishing and boating 12 months out of the year. Out-year funding is proposed in this agreement. Amounts are generally for equipment needs of the inspection program. These expenses may include, but not be limited to; Pressure washers, (Industrial Type), wash uniforms, eye protection station, computer for data base and inspection record documentation of any vessel using Lake Casitas. Most of the funding associated with this aspect will go to the installation of a new Inspection Station awning. The awning will shield staff and customers from the sun and rain as inspections are conducted.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Task 1 - Public Safety Improvements	Date of Execution	September 30, 2022
Task 2 - Road Resurfacing and Maintenance	Date of Execution	September 30, 2022
Task 3 - Playground Maintenance	Date of Execution	September 30, 2022
Task 4 - Quagga Mussel Inspection Program	Date of Execution	September 30, 2022

## 6. RESPONSIBILITY OF THE PARTIES

### 6.1 Recipient Responsibilities

**6.1.1** The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

### 6.2 Reclamation Responsibilities

**6.2.1** Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and

performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

## 7. BUDGET

**7.1 Budget Estimate.** The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION			RECIPIENT FUNDING	OTHER FUNDING	RECLAMATION FUNDING	TOTAL COST
	\$/Unit	Units	Quantity				
<b>1. SALARIES AND WAGES</b> --Position title x hourly wage/salary x est. hours for assisted activity. Describe this information for each position.							
<b>Full-time staff</b>							
Park Manager	\$67.34	hours	200	\$6,734		\$6,734	\$13,468
Division Officer	\$43.51	hours	200	\$4,351		\$4,351	\$8,702
Park Ranger/Park Service Officer	\$34.96	hours	2080	\$36,358		\$36,358	\$72,716
Associate Park Services Officers	\$18.93	hours	3016	\$28,546		\$28,546	\$57,092
Admin Assistant	\$37.78	hours	180	\$3,400		\$3,400	\$6,800
Maintenance Workers Septic Pump*	\$15.96	hours	9,240	\$73,735		\$73,735	\$147,470
Guest Services*	\$13.04	hours	9,240	\$60,245		\$60,245	\$120,490
Total, Salaries and wages				\$213,369		\$213,369	\$426,738
<b>2. FRINGE BENEFITS</b>							
	8%	*PT HOURS	325,052	\$26,979			\$26,979
FICA-5.5% - SUI -2.8%							
PERS -15.3% - MEDI- 1.5%	40%	FT	101686	\$40,674			\$40,674
SS- 6.2% -Vacation -8.7%							
Total, Fringe benefits				\$67,653		\$0	\$67,653
<b>3. TRAVEL</b>							
Total, Travel							
<b>4. EQUIPMENT</b> —( Do not list contractor supplied equipment here.)							

Security Cameras	\$10,000	each	1	\$5,000.00		\$5,000.00	\$10,000
Illuminated Directional Signage	\$1,500	each	4	\$3,000.00		\$3,000.00	\$6,000
Quagga Inspection cables	38.10	each	400	\$7,620.00		\$7,620.00	\$15,240
Quagga Inspection Tags	0.55	each	20000	\$5,500.00		\$5,500.00	\$11,000
Thermal Wash / Decontaminator	\$17,000	each	1	\$8,500.00		\$8,500.00	\$17,000
Total, Equipment				\$29,620	\$0	\$29,620	\$59,240
<b>5. SUPPLIES/MATERIALS</b> --Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.							
Total, Supplies/Materials							
<b>6. CONTRACTUAL/ CONSTRUCTION</b>							
3" Asphalt Paving	\$155	Ton	1,150	\$89,125		\$89,125	\$178,250
Asphaltdt Grinding	\$17.50	Cubic Yard	1500	\$13,125.00		\$13,125	\$26,250
Resurface with Used Asphalt	\$50	Ton	2,700	\$67,500.00		\$67,500	\$135,000
Vessel Inspection Awning	\$70,000.00	each	1	\$35,000		\$35,000	\$70,000
Playground resurface (pour & play)	\$35,000.00	each	3	\$52,000		\$52,000	\$104,000
Total, Contractual/Construction				\$256,750	\$0	\$256,750	\$513,500
<b>7. ENVIRONMENTAL and REGULATORY COMPLIANCE COSTS</b> – Reference cost incurred by Reclamation or the applicant in complying with environmental regulations applicable to this Program, which include NEPA, ESA, NHPA etc.							
CEQA, NEPA							
Total, Environmental/Regulatory							
<b>8. OTHER</b> –List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.							
Total, Other costs							
<b>TOTAL DIRECT COSTS</b>				\$567,392		\$499,739	\$1,067,131
<b>9. INDIRECT COSTS</b> - What is the percentage rate% . If you do not have a Federally-approved Indirect Cost Rate Agreement or if unapproved rates are used - Explain Why.							
				\$0			\$0
<b>TOTAL PROJECT/ACTIVITY COSTS</b>				\$567,392		\$499,739	\$1,067,131

## 7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

### **7.3 Pre-Award Incurrence of Costs**

The Recipient shall be entitled to reimbursement for costs incurred on or after October 1, 2017, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

### **7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)**

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

#### 2 CFR Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

### **7.5 Revision of Budget and Program Plans (2 CFR §200.308)**

In accordance with 2 CFR §200.308(g) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Revisions which require additional Federal funds to complete the project.
- c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E "Cost Principles".

## **7.6 Modifications**

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, changes to Reclamation Key Personnel, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

## **8. KEY PERSONNEL**

### **8.1 Recipient's Key Personnel**

The Recipient's Project Manager for this Agreement shall be:

Mr. Steve Wickstrum, General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, California 93022  
Phone: (805) 649-2251 x112  
Email: [swickstrum@casitaswater.com](mailto:swickstrum@casitaswater.com)

### **8.2 Reclamation's Key Personnel**

#### **8.2.1 Grants Officer (GO):**

Beverly S. Breen, MP-3828  
U.S. Department of the Interior  
Bureau of Reclamation  
Mid-Pacific Region  
2800 Cottage Way, Room E-1815  
Sacramento, California 95825-1898  
Phone: (916) 978-5146  
Email: [bbreen@usbr.gov](mailto:bbreen@usbr.gov)

- (a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:
- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
  - (2) Approve through formal modification changes in the scope of work and/or budget;
  - (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
  - (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
  - (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
  - (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

### **8.2.2 Grants Officer Technical Representative (GOTR):**

Stacy Brown, SCCAO  
Bureau of Reclamation  
South Central California Area Office  
1243 N Street  
Fresno, California 93721-1813  
Phone: (559) 487-5408  
Email: [sbrown@usbr.gov](mailto:sbrown@usbr.gov)

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
  - (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
  - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
  - (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
- (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

**8.2.3 Grants Management Specialist.** The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Beverly S. Breen, MP-3828  
U.S. Department of the Interior  
Bureau of Reclamation  
Mid-Pacific Region  
2800 Cottage Way, Room E-1815  
Sacramento, California 95825-1898  
Phone: (916) 978-5146  
Email: [bbreen@usbr.gov](mailto:bbreen@usbr.gov)

## **9. REPORTING REQUIREMENTS AND DISTRIBUTION**

**9.1 Noncompliance.** Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

**9.2 Financial Reports.** Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

### **9.3 Monitoring and reporting program performance (2 CFR §200.328)**

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The



Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

**9.4 Report Frequency and Distribution.** The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
<b>Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Annual Reporting:</b> The Federal Fiscal Year, October 1 through September 30.	Entire period of performance
Due Date*	<b>For Annual Reporting:</b> Within 90 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2019	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Annual	Final Report due upon completion of Agreement's period of

		performance
Reporting Period	<b>For Annual Reporting:</b> The Federal Fiscal Year, October 1 through September 30.	Entire period of performance
Due Date*	<b>For Annual Reporting:</b> Within 90 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2019	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist

\* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

## 10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

## II. RECLAMATION STANDARD TERMS AND CONDITIONS

### 1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

### 2. PAYMENT

#### 2.1 Payment. (2 CFR §200.305 )

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:  
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)  
Bank: Citibank N.A. (New York)  
Swift Code: CITIUS33  
Account Number: 36838868  
Bank Address: 388 Greenwich Street, New York, NY 10013 USA  
Payment Details (Line 70): Agency  
Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,  
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check\*\* payable to: "The Department of Health and Human Services."  
Mail Check to Treasury approved lockbox:  
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231  
(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

## 2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at [www.usbr.gov/mso/aamd/asap.html](http://www.usbr.gov/mso/aamd/asap.html). For information regarding ASAP enrollment, please visit [www.usbr.gov/mso/aamd/asap.html](http://www.usbr.gov/mso/aamd/asap.html), or contact the Reclamation ASAP Help Desk [BOR\\_ASAP\\_Enroll@usbr.gov](mailto:BOR_ASAP_Enroll@usbr.gov). Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

### **3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)**

#### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

#### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a



more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.324 Federal awarding agency or pass-through entity review.**

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.



(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **4. EQUIPMENT (2 CFR §200.313)**

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

## **5. SUPPLIES (2 CFR §200.314)**

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

## **6. INSPECTION**

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)**

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

## **8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)**

### **§200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

## **9. TERMINATION (2 CFR §200.339)**

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.  
However, if the Federal awarding agency or pass-through entity determines in the case of

partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

## **10. DEBARMENT AND SUSPENSION (2 CFR §1400)**

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

## **11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)**

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

## **12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE**

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards;

Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

### **13. COVENANT AGAINST CONTINGENT FEES**

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)**

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.



(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
  - (i) Associated with performance under this award; or
  - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
  - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)**

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)**

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
  - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).
  - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
    - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
    - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

## **17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)**

*The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within [www.SAM.gov](http://www.SAM.gov).*

### *A. Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### *B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### *C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING**

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

**19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)**

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. *Reporting Total Compensation of Recipient Executives.*
  - 1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received—
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of your registration profile at <http://www.ccr.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
  - 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,  
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).



## **21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)**

### **A. Reporting of Matters Related to Recipient Integrity and Performance**

#### **1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### **2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered



upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

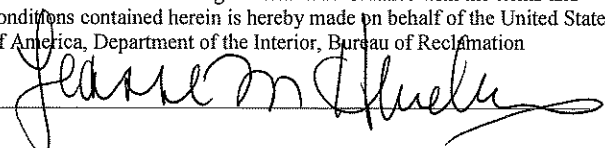
(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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

1A. AGREEMENT NUMBER R18AP00028		1B. MOD NUMBER N/A		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Special District Government	
4. ISSUING OFFICE U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 DUNS: 098865801/EIN: 84-1024566				5. RECIPIENT Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112			
EIN #:		95-6004993		County:		Ventura	
DUNS #:		072927973		Congress. Dist.:		24	
6. GRANTS MANAGEMENT SPECIALIST Beverly S. Breen, MP-3828 U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Phone: (916) 978-5146 Email: <a href="mailto:bbreen@usbr.gov">bbreen@usbr.gov</a>				7. RECIPIENT PROJECT MANAGER Mr. Steve Wickstrum, General Manager Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112 Email: <a href="mailto:swickstrum@casitaswater.com">swickstrum@casitaswater.com</a>			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Stacy Brown, SCCAO Bureau of Reclamation South Central California Area Office 1243 N Street Fresno, California 93721-1813 Phone: (559) 487-5408 Email: <a href="mailto:sbrown@usbr.gov">sbrown@usbr.gov</a>				9A. INITIAL AGREEMENT EFFECTIVE DATE: See block 17a		9B. MODIFICATION EFFECTIVE DATE: N/A	
10. COMPLETION DATE <p align="center">September 30, 2022</p>							
11A. PROGRAM STATUTORY AUTHORITY Public Law 89-72...P.L. 102-575, Section 2804(b)(1), as amended (16 USC 460L-15, Section 3(c)(1)).						11B. CFDA Number 15.524	
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER <p align="center">20148576</p>	
Total Estimated Amount of Agreement		\$567,392.00		\$499,739.00		14A. ACCOUNTING AND APPROPRIATION DATA <p align="center">RR02112000 18XR0680A2 RX.07674999.6000000</p>	
This Obligation		\$0.00		\$100,000.00			
Previous Obligation		\$0.00		\$0.00			
Total Obligation		\$567,392.00		\$100,000.00		14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680	
15. PROJECT TITLE Casitas Recreation Improvements							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY:  DATE: <u>MAY 31, 2018</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY:  DATE: <u>6-9-2018</u>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER  STEVEN E. WICKSTRUM GENERAL MANAGER 805.649.2251 X112 <input type="checkbox"/>				17b. NAME OF GRANTS OFFICER <p align="center">Beverly S. Breen</p>			

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ASSISTANCE AGREEMENT

Page 1 of 2

1A. AGREEMENT NUMBER R18AP00028	1B. MOD NUMBER 0001	2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT Special District Government
4. ISSUING OFFICE U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 DUNS: 098865801/EIN: 84-1024566		5. RECIPIENT Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112	
		EIN #:	95-6004993
		County:	Ventura
		DUNS #:	072927973
		Congress. Dist:	24
6. GRANTS MANAGEMENT SPECIALIST Leanne Henderson, MP-3829 Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Phone: (916) 978-4372 Email: lhenderson@usbr.gov		7. RECIPIENT PROJECT MANAGER Steve Wickstrum, General Manager Casitas Municipal Water District 1055 Ventura Avenue Oak View, California 93022 Phone: (805) 649-2251 x112 Email: swickstrum@casitaswater.com	
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Stacy Brown, SCCAO Bureau of Reclamation South Central California Area Office 1243 N Street Fresno, California 93721-1813 Phone: (559) 487-5408 Email: sbrown@usbr.gov		9A. INITIAL AGREEMENT EFFECTIVE DATE:  June 4, 2018	9B. MODIFICATION EFFECTIVE DATE:  See block 17a
10. COMPLETION DATE  September 30, 2022			
11A. PROGRAM STATUTORY AUTHORITY Public Law 89-72, P.L. 102-575, Section 2804(b)(1), as amended (16 USC 460L-15, Section 3(c)(1); and Basic Agreement, Section 7.6 Modifications			11B. CFDA Number 15.524
12. FUNDING INFORMATION	<u>RECIPIENT/OTHER</u>	<u>RECLAMATION</u>	13. REQUISITION NUMBER
Total Estimated Amount of Agreement	\$567,392.00	\$499,739.00	14A. ACCOUNTING AND APPROPRIATION DATA RR02112000 19XR0680A2 RX.07674999.4000000 \$50,000.00 RR02112000 19XR0680A2 RX.07674999.6000000 \$50,000.00
This Obligation	\$567,392.00	\$100,000.00	
Previous Obligation	\$0.00	\$100,000.00	
Total Obligation	\$567,392.00	\$200,000.00	
			14B. TREASURY ACCOUNT FUNDING SYMBOL  14X0680
15. PROJECT TITLE Casitas Recreation Improvements			
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient  BY: <u>ADMINISTRATIVE MODIFICATION</u> <u>NO SIGNATURE REQUIRED</u> DATE: _____		17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation  BY:  DATE: <u>NOV - 7 2018</u>	
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER  <input type="checkbox"/> Additional signatures are attached		17b. NAME OF GRANTS OFFICER  Leanne M. Henderson	

**A. PURPOSE OF THIS MODIFICATION:**

The purpose of the modification is to add previously agreed upon funding for FY19, and correct an administrative error on Page 1, Block 12 Funding Information, Recipient/Other to show the amount obligated per the original agreement.

**B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:**

There are no changes to the scope of work and/or budget.

**C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:**

The award amount is unchanged and remains \$499,739.00.

**D. NOTICE OF CHANGE IN FUNDS OBLIGATED:**

As a result of this modification, the total amount of funding obligated for this Agreement is increased by \$100,000.00 from \$100,000.00 to \$200,000.00.

**E. ADJUSTMENT IN THE PERIOD OF PERFORMANCE:**

The period of performance is unchanged and remains June 4, 2018 through September 30, 2022.

**CASITAS MUNICIPAL WATER DISTRICT**

Date: October 24, 2019  
To: Recreation Committee  
From: Carol Belser, Park Services Manager  
Subject: **2019/2020 LAKE CASITAS RECREATION AREA USER FEES**

**RECOMMENDATION**

It is recommended that the Recreation Committee discuss current Lake Casitas Recreation Area (LCRA) user fees, and provide comment to staff in the preparation for subsequent user fee changes for an end result of final Board approval and implementation in the winter 2020.

**BACKGROUND AND OVERVIEW**

The United States constructed the Ventura River Project pursuant to Act of Congress (Public Law 423, 84<sup>th</sup> Cong., 2d session) approved March 1, 1956 for irrigation, furnishing water for municipal and domestic use and for providing incidental recreation and fish and wildlife benefits as defined by the report submitted to Congress by the Secretary of the Interior entitled, “Ventura River Project, California, Feasibility Report”.

Since that time the Casitas Municipal Water District “District” has developed recreation facilities and operations to accommodate the visiting public and has continued to manage the facilities. On October 7, 2011 the United States Department of the Interior, Bureau of Reclamation, entered into an updated formal agreement 11-LC-20-0216, with the District for the Maintenance and Development of Recreation Uses and Facilities at Lake Casitas. That formal recreation management agreement was a springboard for the Bureau of Reclamation “Reclamation” to support the District’s recreation facilities financially through grant funds. To date the District has received over one million eight hundred thousand dollars in Federal Government funding support for infrastructure, lake protection and improvements.

The Lake Casitas Recreation Area “LCRA” is part of the District’s responsibility, as is providing water, and the District has operated the LCRA on a user fee basis. The LCRA staff also manage the open space lands (north of the LCRA) by providing field patrol, maintenance and fire mitigation management per Interim Agreement Between the United States of America and Casitas Municipal Water District for Management of Ventura River Open Space Lands contract 8-07-20-L0530. The 1978 Open Space Agreement is now in process between Reclamation and the District of being updated and approval as an amendment to the 11-LC-20-0216 twenty-five year Recreation Management Agreement.

## ANALYSIS

It is recommended that the goal of the user fees are to off-set costs and allow for the development of a capital improvement fund to be used for capital improvement projects. Direct costs including salaries and benefits, and direct revenue dollars generally balance from year to year, however, the LCRA also relies on administrative services provided by District staff such as the finance department, payroll, human resources, General Manager and the Board. The Recreation Committee reviewed the “administrative overhead burden” methodology at their October 1, 2019 meeting and recommend it be augmented to more accurately reflect the actual costs associate with the LCRA. This goal and methodology is recommended for successful financial planning, and to prepare to fund capital improvement such as replacing the Casitas Water Adventure play structure.

Staff costs include salaries and benefits and are the single highest cost of LCRA operations, second highest cost is the administrative overhead burden. Full-time employee wages increase in sync with the cost of living and additional employees, and part-time adjusts to keep up with the State’s minimum wage requirements. Staff have identified user fees for consideration of increases intending to adjust with the additional employees we have acquired, namely Park Rangers. Camping and vehicle entry was last increased in fall 2016, our Snowbird camper’s fees were increased in July 2017. Trailer storage fees were last increased in fall of 2014 and the Casitas Water Adventure fees were last increased and adjusted in May 2018. Camping is our single largest revenue source, and has the greatest costs associated for operations and maintenance. Trailer storage has opportunity for a fee increase based on comparable costs. The Casitas Water Adventure has high staff costs, and should be adjusted upward in keeping the staff distanced from minimum wage since all Casitas Water Adventure staff are certified as duty-to-act medical responders. The Casitas Water Adventure division also organize recreation programs; Junior Lifeguards Day Camp and Water Exercise Classes. There are plans to offer a Junior Ranger Day Camp in summer 2020. Program charges are listed on our web site, and in our point of sale software and adjusts as costs change, such as the cost of field trips, staffing ratio to camper and participants, and other expenses. Recreation program charges are not part of the user fee study or comparison study.

The administrative overhead burden’s adjusted methodology recommended by the Recreation Committee on October 1, 2019 is factored into the analysis and user recommend adjustments. The fee structure is based on the most recent audited fiscal year, 17/18, and the preliminary figures of the 18/19 fiscal year. While user fees are intended to offset direct costs, administrative overhead burden, depreciation, and begin a capital improvement fund, the presented fees do not reflect the ability to accomplish a capital improvement fund. Subsequent increases can be recommended to accomplish that goal.

See below table of LCRA current user fees, and user fees for consideration.



Lake Casitas Recreation Area User Fees:	Current	Current	DRAFT	DRAFT
	Everyday	Sat-Sun & Holidays	Consider	Consider
		Easter thru	Everyday	Sat-Sun & Holidays
	Non Season	Labor Day	Non Season	Easter thru Labor Day
<b>Motor Vehicle Permits: walk-in and bicycle free</b>				
Per day, per motor vehicle	\$10.00	\$20.00	\$10.00	\$20.00
Per day, per passenger bus	\$30.00	\$30.00	\$30.00	\$30.00
<b>Pet Permits:</b>				
Per day, per pet Note: 1 Pet Included with FV Decal	\$2.00	\$2.00	\$2.00	\$2.00
Per night, per pet Note: 1 Pet Included with FV Decal	\$3.00	\$3.00	\$3.00	\$3.00
<b>Boat Permits:</b>				
Per day, per boat (Subject to Quarantine)	\$13.00	\$13.00	\$15.00	\$15.00
Per day, per canoe, kayak (Subject to Quarantine)	\$3.00	\$3.00	\$5.00	\$5.00
Non-Emergency Boat Tow	\$50.00	\$50.00	\$50.00	\$50.00
Per night, per boat *out of sync with similar fees	*\$10.00	*\$10.00	\$25.00	\$25.00
Canoe/Kayak per night, per unit	\$4.00	\$4.00	\$5.00	\$5.00
Tamper Proof Cable & Lock and Inspection	\$58.00	\$58.00	\$68.00	\$68.00
Reinspection (no cable, lock)	\$20.00	\$20.00	\$30.00	\$30.00
<b>Annual Permits</b>				
Frequent Visitor Annual Decal (includes 1 Pet)	\$120.00	\$120.00	\$135.00	\$135.00
2nd FV Annual Decal (Same house/address only)	\$60.00	\$60.00	\$70.00	\$70.00
3rd FV Annual Decal (Same house/address only)	\$30.00	\$30.00	\$35.00	\$35.00
Subsequent FV Decals 1/2 of previous (Limit 8 total)				
Annual Boat Permit	\$130.00	\$130.00	\$145.00	\$145.00
Annual Canoe/Kayak Permit	\$35.00	\$35.00	\$40.00	\$40.00
Replacement/transfer of Annual Permit	\$3.00	\$3.00	\$5.00	\$5.00
<b>Picnic Area Reservation:</b>	\$150.00	\$150.00	\$175.00	\$175.00
<b>Casitas Water Adventure + 15% increase</b>				
Single Splash Pass	\$13.00	\$15.00	\$15.00	\$17.00
Late Day Pass recommend last 3 hours	\$7.50	\$7.50	\$8.50	\$8.50
2 Day Pass (Total for two consecutive days)	\$24.00	\$28.00	\$28.00	\$32.00
Season Pass	\$70.00	\$70.00	\$75.00	\$75.00
Group Sales 35 minimum	\$11.00	Not Available	\$12.50	N/A
Reservation Fee	\$9.00	\$9.00	\$10.00	\$10.00
Shade Canopy rental must buy at least 10 tickets	\$75.00	\$75.00	\$75.00	\$75.00
<b>Non-Refundable Reservation Fee, Per Site</b>	\$9.00	\$9.00	\$10.00	\$10.00
<b>Cancel/Change Reservation Fee, Per Site</b>	\$5.00	\$5.00	\$6.00	\$6.00
<b>Camping Permits: Per camping night, per vehicle, per site. Ordinance 18-01 maximum in all sites - 8 persons</b>				
Tent Sites	\$30.00	\$35.00	\$35.00	\$40.00
Basic hook-up sites electric & water only	\$38.00	\$45.00	\$44.00	\$52.00
Deluxe hook-up sites for self-contained units, includes concrete pad and some include grass area	\$50.00	\$55.00	\$58.00	\$63.00
Executive hook-up sites for self-contained units includes, concrete pad with grass & sewer hook-up	\$60.00	\$66.00	\$69.00	\$76.00
Overflow, per one unit, per night	\$42.00	\$42.00	\$48.00	\$48.00
<b>Extra vehicle drive in</b> Per night, per vehicle - based on availability	\$12.50	\$18.00	\$14.00	\$20.00

Lake Casitas Recreation Area User Fees:	Current	Current	DRAFT Consider	DRAFT Consider
	Everyday	Sat-Sun & Holidays	Everyday	Sat-Sun & Holidays
	Non Season	Easter thru Labor Day	Non Season	Easter thru Labor Day
<b>Per Person, Per Night Fee</b> (Every person over 6 per site)	\$5.00	\$5.00	Eliminate Ordinance Allows 8	Eliminate Ordinance Allows 8
<b>Late Check-Out/Renewal Fee</b>	\$21.00	\$21.00	\$24.00	\$24.00
<b>Snowbird Off-Season Agreement Contract 60 night minimum</b>				
Snowbird Basic hook-up sites electric & water only	\$25.00Night	N/A	\$30.00 Night	N/A
Snowbird Deluxe hook-up sites for self-contained units, includes concrete pad and some include grass area	\$30.00	N/A	\$35.00 Night	N/A
Snowbird Executive hook-up sites for self-contained units. concrete pad with D.G. or grass & sewer hook-up	\$35.00	N/A	\$40.00 Night	N/A
<b>Group Camping</b>				
Owl Group Camp Areas - Reservation Fee		\$90.00		\$100.00
Owl Court - Per camping night, per vehicle (10 min.)		\$350.00		\$390.00
Trout Group Camp Area – Reservation Fee		\$90.00		\$100.00
Trout - Per camping night, per vehicle (10 minimum)		\$350.00		\$390.00
Pollywog Group Camp Area – Reservation Fee		\$45.00		\$50.00
Pollywog – Per camping night, per vehicle (5 min.)		\$175.00		\$195.00
		Over 10 units \$35.00 each		Over 10 units \$39.00 each
		Over 5 units \$35.00		Over 5 units \$39.00
<b>Recreational Vehicle Storage: + 25-31%</b>				
Per calendar month non pull-through space	\$84.00	\$84.00	\$105.00	\$105.00
After the 15th day of the month	\$42.00	\$42.00	\$55.00	\$55.00
Per calendar month pull-through space	\$102.00	\$102.00	\$130.00	\$130.00
After the 15th day of the month	\$51.00	\$51.00	\$65.00	\$65.00
Impound Fee /Each – Cuff on & Cuff Off	\$25.00	\$25.00	\$30.00	\$30.00



**CASITAS MUNICIPAL WATER DISTRICT  
REQUEST FOR QUALIFICATIONS  
AND PROPOSAL (RFQ/P)  
FOR LAKE CASITAS RECREATION AREA  
EVENT AREA**

Date

Statements of Qualification/Proposals will be received at the office of the  
Casitas Municipal Water District,  
1055 North Ventura Avenue, Oak View, California 93022  
until Day, Date, Year at 4:00 p.m.

A non-mandatory pre-proposal meeting will be held at the District office  
on, Day, Date, Year at 10:00 a.m

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**CASITAS MUNICIPAL WATER DISTRICT  
REQUEST FOR QUALIFICATIONS  
AND PROPOSAL (RFQ/P)  
FOR LAKE CASITAS EVENT AREA CONCEPT DESIGN**

## 1. INTRODUCTION

Casitas Municipal Water District (District), Lake Casitas Recreation Area (LCRA) is requesting Statements of Qualifications/Proposals from firms to prepare a Concept Design for the LCRA's Event Area. Services expected to be provided include:

- Project management including coordination, meetings, and quality control/quality assurance.
- Review existing Event Area contract documents, site plans, rules and regulations
- Perform site visits to become familiar with the LCRA facilities to visually inspect and provide assessment of condition.
- Facilitate at least one public workshop to gain input from current users, potential users, District/LCRA customers
- Prepare conceptual design for improvements to the Event Area and future implementation of capital improvements possible, provide conceptual cost estimates and prioritization of projects

## 2. SUBMITTAL

Submit via email the Statement of Qualifications and Proposal in a searchable, bookmarked PDF/or sent in a flash drive, and also two in hardcopy to:

Carol Belser, Park Services Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, California 93022  
cbelser@casitaswater.com

The copy of the fee proposal shall be submitted in a separate sealed envelope and a separate pdf document. Submittals will be accepted until Friday, ? 2019 at 4:00 p.m. No submittals will be accepted after this date and time. Submittal shall be limited to 30 pages, not including cover, table of contents, and dividers. Double-sided to the greatest extent practical is appreciated.

It is the consultant's responsibility to ensure submittals are received prior to the deadline. Submittals shall include signed acknowledgement of Addenda which may be issued as part of this RFQ/P. Addenda will be posted on the District's website at:



<https://www.casitaswater.org>

There will be no formal opening of the received submittals. This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of submittals. Firms responding to this RFQ/P are solely responsible for all costs and expenses incurred during the selection process.

### 3. BACKGROUND

Casitas is a Municipal Water District established in 1952, includes the reservoir Lake Casitas. Included with Lake Casitas, is the Lake Casitas Recreation Area located on federal land, in an unincorporated area of Ventura County, close to Oak View, California, approximately 11 miles from the California coast. The reservoir has a capacity of 238,000 acre feet at 567' elevation, fed by Santa Ana and Coyote Creeks and the Robles-Casitas Diversion Canal. The water stored in Lake Casitas is a critical resource for approximately 75,000 people and 6,000 acres of agriculture in western Ventura County. Currently the reservoir is at a little over 42% capacity due to the California drought.

The reservoir is surrounded by protected watershed in the form of rolling hills and chaparral, typically found in Southern California, bounded on the north by Highway 150 and the Lake Casitas Recreation Area (LCRA). The Lake Casitas Recreation Area consists of approximately 1,200 acres of parklands and 3,500 acres of open space around the 2,700 surface acres of Lake Casitas and there is an undeveloped Main Island in the center of the lake.

Upon the opening of the LCRA in 1959, the LCRA is accessible through one public entrance/exit point and facilities included primitive camping sites, picnic areas and boat launching ramps. As the lake filled, additional facilities were added: Marina and Park Store Concessions, front entrance roof, shower house, restrooms, boathouse, launching and fishing docks, construction yard, RV storage, dump stations and office buildings. Infrastructure improvements made in the past 25 or so years were improvements to the Santa Ana and Coyote launch ramps, electric upgrades in Campground Bass, sewer and concrete pads were added to some campsites, a waterpark was constructed in two phases, a bike trail was completed, rowing docks were installed and the boathouse replaced.

Various recreational activities have been added over the years and now include camping (basic and hookup sites supported by a Park Store and Café), boating (boat and kayak rentals and a Bait & Tackle Shop), kayaking, canoeing, rowing (organized Rowing Club), fishing, hiking, biking, seasonal aquatic activities at the waterpark, disc golf, (Ventura Disc Golf Club), remote controlled airplanes (Ventura County Comets), various events at the Event Area, and RV storage. Annually, over 650,000 customers enjoy the LCRA the majority coming from Los Angeles and Orange Counties as well as Ventura and portions of Santa Barbara County. The lake is a well-established fishing

lake containing largemouth bass, blue fin, channel catfish and red ear perch that has yielded three state fishing records.

The LCRA is open 365 days per year and rarely closed due to storm or fire activity, it is managed by the Casitas Municipal Water District (Casitas) for the USBR pursuant to a twenty-five year Management Agreement 11-LC-20-0216 dated October 7, 2011 (see Attachment A). Improvements and activities are subject to findings in Lake Casitas Final Resource Management Plan / Environmental Impact Statement Record of Decision 10-111 see link: [https://www.usbr.gov/mp/nepa/nepa\\_project\\_details.php?Project\\_ID=792](https://www.usbr.gov/mp/nepa/nepa_project_details.php?Project_ID=792) The District has adopted and enforces strict regulations for protection of the water quality of Lake Casitas including no body contact with the water and a boat inspection program acknowledged statewide as one of the most aggressive anywhere. The District's is the sole agency enforcing boating laws on Lake Casitas with seven full-time Park Rangers. Park Rangers (CA Peace Officers) are empowered by District Ordinance 18-01 (see Attachment B) to enforce the District's rules and regulations and all California State Boating Laws. The lake is patrolled and monitored on a regular basis and secured daily to ensure that all boats are safe and accounted for. In addition to the Park Ranger's watershed protection and public safety, the LCRA staff works with Ventura County Fire, Ventura County Sheriff Office, California Fish & Wildlife and Federal Law Enforcement.

#### PROJECT DESCRIPTION

At the October 1, 2019 meeting of the District's Recreation Committee, the committee requested a consultant's expertise to assess the LCRA's Event Area for improvements to the infrastructure amenities for the goal of attracting and securing additional fee paying users.

The Lake Casitas Recreation Area (LCRA) Event Area, Attachment C is level land and sloping land consisting: irrigated flat grass areas, dirt road, dirt parking, and access entry and exit for event personnel. Also parking across Santa Ana Road about 665 linear feet. There is one Main 480 amp panel that has four 120V / 90 Amp. This serves four sub panels that transforms down to 120V with 20A and 30A outlets in each box. Panels are spaced about 150 feet apart along the perimeter of the Event Area.

In addition there is potable water availability via seven ¾" hose bibs. The asphalt road to the Event Area can be accessed through the main entrance gate to the LCRA, or a side gate adjacent to the Event Area. The dirt parking area can accommodate over 1200 vehicles and is across Santa Ana Road, in Open Space lands and crossing Santa Ana Road is permitted though an encroachment permit from the County of Ventura. Of important issue, is an active Bald Eagle nest adjacent to the Event Area. The nesting eagles are the first offspring producing pair in Ventura County in almost 100 years. It is currently situated outside a 500' radius adjacent to the area.

Over the years the Event Area venue has been rented for public events such as large multi-day festivals, and is the venue for the annual Ojai Wine Festival now in the 29<sup>th</sup> year, attracting roughly 2,000 to 4,000 individuals. The Event Area is regularly rented for private events, weddings and company picnics. Private events are typically much smaller in numbers ~ 250 – 500 people.

#### KEY OFFICERS AND OVERSIGHT BODIES

The key officers and oversight bodies will be the CMWD Board of Directors. Casitas is a local government special district served by elected officials. The CMWD Board of Directors are: Directors Brian Brennan and Angelo Spandrio, and President, Pete Kaiser, Vice President Russ Baggerly, and Jim Word.

Bureau of Reclamation – [usbr.gov](http://usbr.gov)  
Casitas Municipal Water District - [casitaswater.org](http://casitaswater.org).

#### 4. SCOPE OF WORK

The LCRA Event Area concept design will take into consideration current rules, regulations and constraints with the alignment of public input to present a plan that can be implemented in stages. As funds become available for the overall goal to improve, attract and accept additional use of the Event Area resulting in increased revenue to the District.

The consultant is encouraged to propose additional amenities to the Event Area in sync with recreation trends for organized events to provide value and benefit to the customer, the District, while being mindful of budget constraints. The scope of work does not include evaluation of adjacent LCRA facilities other than sanitary facilities near the Event Area.

A proposed outline for the Event Area Conceptual Design includes:

1. Executive Summary
2. Existing Protocol Per Regulations and Contracts
  - 2.1. Overview
  - 2.2. Area Improvements
  - 2.3. Area Obstacles
3. Community Use Analysis
  - 3.1. Existing Infrastructure
  - 3.2. Future Infrastructure
  - 3.3. Existing Customer Demands
  - 3.4. Future Customer Demands
4. Condition Assessment

- 4.1. Event Area
- 4.2. Adjacent Area Benefits
- 4.3. Parking
5. Operational Improvements
  - 5.1. Rental Administration
  - 5.2. Recommended User Fee
  - 5.3. Optimization/Zone Improvements
  - 5.4. Types of Targeted Events
6. Recommended Improvements
  - 6.1. Structures and Footprint
  - 6.2. Facilities
  - 6.3. Sewer System / Portable Sanitary Stations
7. Phasing Plan
  - 7.1. Project Prioritization Criteria
  - 7.2. Estimate of Probable Construction Costs
  - 7.3. Recommended 10-year Capital Improvement Program

The Consultant will provide interim deliverables as the project progresses. Expected services to be provided for the Casitas Water System Master Plan include:

**Task 1. Project Management, Quality Assurance/Quality Control, Meetings, and Site Visits**

This task includes project management and coordination activities as well as quality control/assurance, and meetings with the project team. For project meetings and workshops, consultant shall prepare and distribute draft agendas at least seven days prior to each meeting. Minutes shall be prepared and provided within five business days after each meeting.

Consultant shall prepare PowerPoint presentations for Recreation Committee and Board meetings, as needed, meant to be status/progress updates throughout the course of the project. A Board presentation on the Final Event Area Concept Design after approval of the Recreation Committee will also be conducted. All meetings shall take place at the District office unless otherwise noted.

**Task 1.1 Project Management.** Monitoring and coordination of budget, schedule, subconsultants, and internal project team. Prepare monthly invoices and updated schedule.

**Task 1.2 Quality Control/Quality Assurance.** Review and quality control of all deliverables prior to submittal to Casitas.

**Task 1.3 Meetings.** Anticipated meetings include:

- Project kick-off meeting with Casitas Recreation and Maintenance staff

- Monthly progress meetings with Casitas staff (in-person or conference call)
- Project public workshop for community comments and input
- Project updates at two Recreation Committee meetings
- One presentation at Casitas Board meeting

**Task 1.4 Site Visits.** Site visit(s) will enhance the Consultant's understanding of operations and condition of the LCRA topography, facilities and adjacent areas. Site visits are expected to include:

- Event Area
- Event Area Parking
- Bald Eagles Nest Location

It is expected the site visits will require one visit of field time.

**Deliverables:**

- Monthly invoices
- Monthly updated project schedules
- Meeting agendas and minutes
- PowerPoint presentations

## 5. SUBMITTAL CONTENT

Firms providing a submittal need not provide any general information about the firm, but only their qualifications to specifically address the needs of this project. The submittal shall not contain any information on personnel other than those who are actually going to be performing the work and are considered key technical resources for the project. The submittal should address not only the issues described herein, but those issues and relative points which may not have been described in the RFQ/P which the firm believes to be pertinent to this project. The submittal should contain the following elements:

1. Cover Letter. Provide a cover letter summarizing the firm and team qualifications as well as the overall project approach. Include contact information for the Project Manager and person with signing authority.
2. Project Understanding and Scope of Work. Provide a description of the Firm's project understanding and approach to completing project delivery and providing a comprehensive review, development of alternatives, and recommendations for implementation. **Enhance the scope of work with specific task(s) which provide benefit or value to the District.** Provide a detailed schedule with key milestones in Gantt chart format.

3. Project Team. Provide an organizational chart with key technical lead(s) and support team members. Include brief biographies for each key team member including their specific license(s), certification(s), role, title, and office location. Include a specific statement indicating key individuals will not be substituted with other personnel without the District's prior approval. Resumes may be included as an Appendix, provided the submittal remains within the prescribed page limit.
4. Experience. Include project experience with public recreation and special event facilities. Submit three with names and phone numbers for public agencies for which the firm has performed similar services. **If the document(s) prepared are publicly available, provide a link to the website(s) from which they can be viewed. Alternately, provide two sample documents on the email or flash drive submitted.** The representative experience should include the personnel considered the primary technical lead(s) for these services. **Include a discussion of special problems or difficulties encountered and how they were resolved by the firm.**
5. Conflicts. Identify any conflicts which could affect the ability to perform work in a timely fashion over the duration of the contract.
6. Additional Comments. Provide any comments, suggestions, or additions for the District to consider in selecting the firm. Identify the potential benefit, value, or impact these may have to Casitas.
7. Fee Proposal. **In a separate sealed envelope and separate pdf file**, provide a fee proposal to perform the work.

## 6. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held Wednesday, Month, Day, 2019 at 10:00 a.m. at the District office. Please contact Carol Belser, Park Services Manager, at [cbelser@casitaswater.com](mailto:cbelser@casitaswater.com) or 805.649.2233, Ext. 111 to indicate your intent to attend.

## 7. SELECTION

The selection of a Consultant will be based upon the following criteria:

1. Qualifications and experience of the persons identified as being actively involved in the project.
2. The responsiveness of the submittal to the needs of the District and the firm's approach to perform the work.

3. Quality of work products, responsiveness, and overall satisfaction of services provided to referenced public agencies.
4. Additional information provided by the firm during the interview, if the District chooses to conduct interviews with one or more firms.

The District reserves the right to reject any and all submittals considered unacceptable by the District or to waive any minor irregularities if so deemed by the District for any reason. The District intends to negotiate a scope and fee with the highest ranked firm. If the District is unable to enter into agreement with the selected firm for any reason, it reserves the right to negotiate with the next highest ranked firm. The District reserves the right to retain all submittals for a period of ninety (90) days and to reject any and all submittals for any reason at the sole discretion of the District, with or without cause.

## 8. CONTRACT

It is expected the selected firm(s) will sign a contract with the District to perform the work.

## 9. CASITAS CONTACT

All questions regarding this RFQ/P must be directed in writing prior to the deadline in Section 11 to:

Carol Belser, Park Manager  
cbelser@casitaswater.com  
1055 Ventura Avenue  
Oak View CA 93022  
805.649.2233, Ext. 111

## 10. SCHEDULE

Tentative milestones for the RFQ/P process are shown below. The District reserves the right to modify the schedule below at its discretion and use appropriate notification to inform potential respondents of any schedule changes.

### Schedule Milestones

Release RFQ/P	Day (of the week), Month, Date, 2019
Pre-Proposal Meeting (non-mandatory)	Day, Month, Date, 2019 at 10:00 a.m.
Deadline for Questions	Day, Month, Date, 2019
Proposals Due	Day, Month, Date, 2019 at 4:00 p.m.
Interviews (if requested by Casitas)	Day, Month, Date, 2019
Evaluation complete	Month, Date, 2019

**Schedule Milestones**

Recreation Committee update (if needed)	Month, Date, 2019
Award (Board Action)	Month, Date, 2019

11. ATTACHMENTS

- A. Management Agreement 11-LC-20-0216 dated October 7, 2011
- B. Casitas Municipal Water District Ordinance 18-01
- C. Map of Event Area with Amenities Identified

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

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**Ventura River Project  
California**

**MANAGEMENT AGREEMENT**

**Between**

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

**for the**

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

**at**

**Lake Casitas**

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

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

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Exhibit A	Lake Casitas Reservoir Area Map
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Exhibit F	Reclamation Manual/ Directives and Standards LND 02 and LND 04-02 Concession Management by Non-Federal Partners
Exhibit G	Department of the Interior, Department Manual

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

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

10 THIS AGREEMENT, made as of this 7<sup>th</sup> day of ~~October~~ 2011,

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

24 WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

65

66 **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

148

149 **2. TRANSFER OF RESPONSIBILITY**

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

152

153 **3. TERM OF AGREEMENT**

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

157

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

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

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

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

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

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

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

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

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

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

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

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

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

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

228

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

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

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

240

241 **6. FEES AND REVENUES**

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

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

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

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

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

269

270 **7. RESOURCE MANAGEMENT PLAN**

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

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



278 **8. LAW ENFORCEMENT - REPORTING**

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

285

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

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

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

298

299 **10. ACCIDENT REPORTING**

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

308

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

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

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

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

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

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

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

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

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

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

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

349

350 **12. PEST CONTROL**

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

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

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

363

364 **13. DEBRIS AND WASTE REMOVAL**

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

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

373

374 **14. VARIATION IN WATER LEVEL**

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

378

379 **15. PROTECTION OF NATURAL RESOURCES**

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

385

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

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

392

393 **17. MANAGEMENT OF PERSONAL PROPERTY**

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

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

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

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

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

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

418

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

502

503 **19. UNAUTHORIZED USE**

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

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

514

515 **20. RESERVATIONS**

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

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

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

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

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

532

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

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

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

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

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

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

561

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

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

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

579

580 **23. EXAMINATION OF RECORDS**

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

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

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

593

594 **24. RECREATION USE DATA REPORT**

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

599

600 **25. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

621

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

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

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

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

639

640 **27. MODIFICATION OF AGREEMENT**

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

643

644



645 **28. TERMINATION**

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

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

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

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

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

659

660 **29. DESIGNATED REPRESENTATIVES / NOTICES**

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

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

670

671 **30. SEVERABILITY**

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

678

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

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

683

684 **32. SURVIVOR CLAUSE**

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

689

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

692

693 Casitas Municipal Water District

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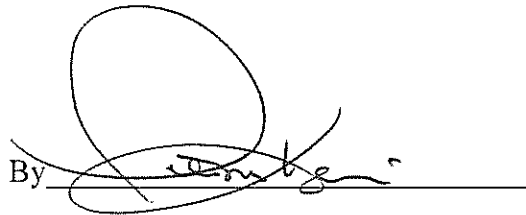
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President  
Board of Directors

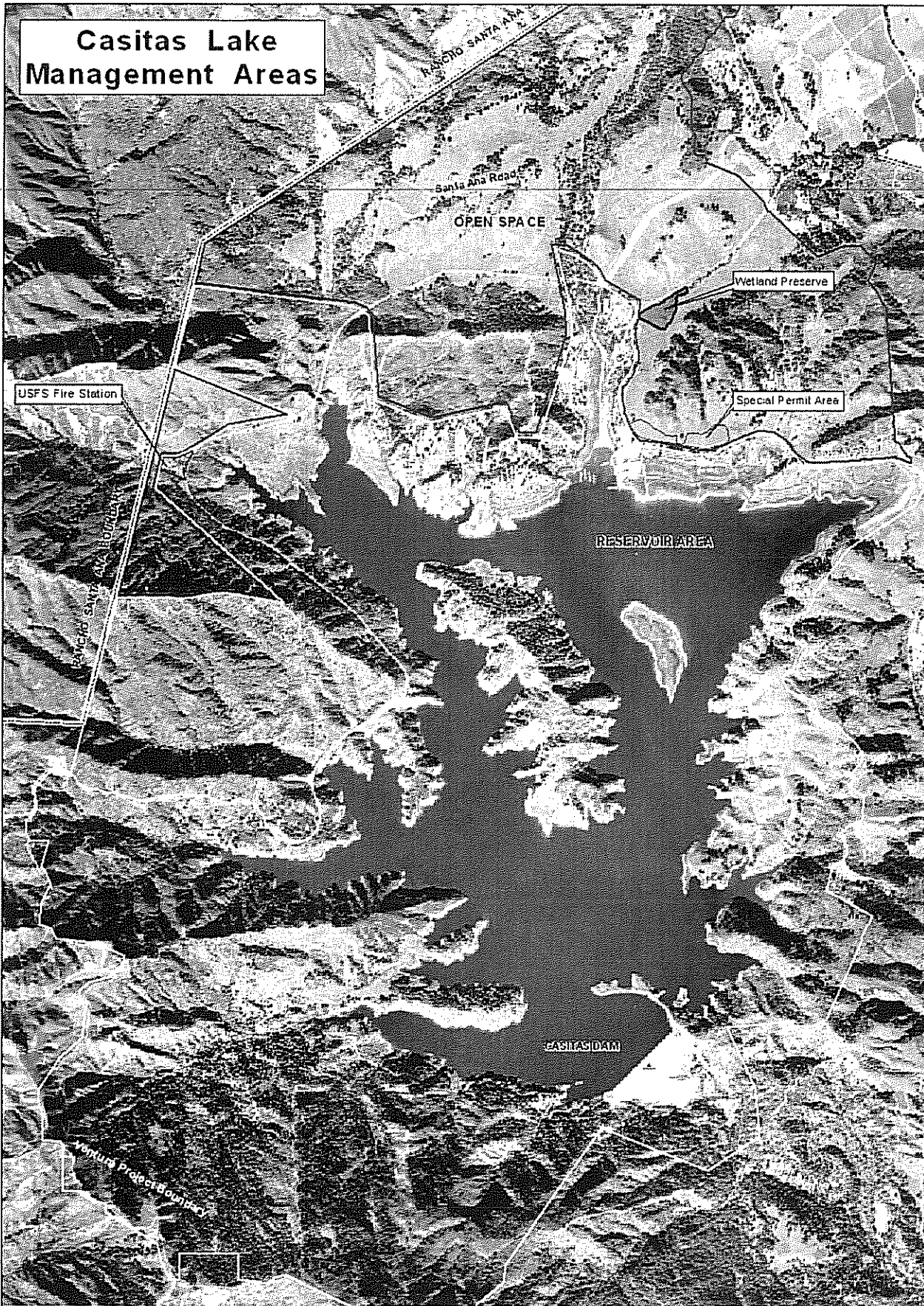
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Department of the Interior

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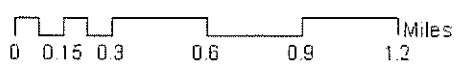
Director - Mid-Pacific Region,  
Bureau of Reclamation

TOP

# Casitas Lake Management Areas



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



**RECLAMATION**  
*Managing Water in the West*

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707  
708  
709

## EXHIBIT B

### ENVIRONMENTAL REQUIREMENTS

---

#### 710 **1.1 Introduction**

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

716 Actions must be consistent with the following:

#### 717 **1.1.1 Laws and regulations**

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

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

#### 735 **1.1.3 Reclamation Policies**

736

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

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

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

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

747

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

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

### 753 **1.4 Categorical Exclusions**

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

#### 757 **1.4.1 Categories**

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

760 The project:

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

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

#### 792 ***1.4.2 Preparing the CE***

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

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

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

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

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

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

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

800 prepare an EIS.

801

802 The final CE should contain the following elements:

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

807

#### 808 **1.5 Environmental Assessment/FONSI**

809

##### 810 ***1.5.1 Environmental Assessment***

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

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

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

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

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

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

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

818 submitted with the final EA for signature by Reclamation.

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

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

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

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

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

## 848 **1.5.2 FONSI**

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

## 853 **1.6 Environmental Impact Statement**

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

### 858 **1.6.1 Environmental Impact Statement**

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

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

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



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

870 **1.6.1.2** Content of the EIS:

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

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

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

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

893

894 **1.6.2 Record of Decision**

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

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

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

910 ***1.7 Supplemental Environmental Documentation***

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

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

913 must be added in subsequent documents.

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

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

916 appropriate.

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

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

919 impacts, and mitigation which may be required.

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EXHIBIT C

EQUAL OPPORTUNITY REQUIREMENTS

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

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

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

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

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

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

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

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

990 Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions  
991 will be binding upon each subcontractor or vendor. The District will take such action with  
992 respect to any subcontract or purchase order the United States may direct as a means of enforcing  
993 such provisions, including sanctions for noncompliance: provided, however, that in the event the  
994 District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a  
995 result of such direction by the United States, the District may request the United States to enter  
996 into such litigation to protect the interests of the United States.  
997  
998  
999

#### 1000 CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

EXHIBIT D

TITLE VI, CIVIL RIGHTS ACT OF 1964

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

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

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

EXHIBIT E

NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

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

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

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

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

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

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

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

1158 **Policy LND P02**  
1159

1160 **Subject:** Concessions Management  
1161

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

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

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

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

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

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

1181 **2. Definition.**  
1182

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

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

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

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

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



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

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

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

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

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

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

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

1223 RECLAMATION MANUAL  
1224 Directives and Standards LND 04-02

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

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

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

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

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

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

1249  
1250 **3. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

1289  
1290 **4. District Agreements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1451 Reclamation before they are displayed.  
1452

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

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

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

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

## 1477 **7. Concessions Administration.** 1478

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

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

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

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

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1516  
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1518 (159) 4/29/02  
1519 Supersedes (74) 4/3/98  
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EXHIBIT G

**Department of the Interior  
Departmental Manual**

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

**Series:** Intergovernmental Relations

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

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

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

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**512 DM 2**

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

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

3. **Responsibilities.**

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

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

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

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

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

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

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

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

#### 1603 4. Procedures.

1604

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

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

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

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

1628 12/01/95 #3049

1629 Replaces 05/23/95 #3040  
1630  
1631  
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CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 18-01

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

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

1. **DEFINITIONS.** As used in this Ordinance, unless the context clearly requires a different meaning, the following words have the following meanings:
  - 1.1 "Casitas" (also herein referred to as "District") means the Casitas Municipal Water District.
  - 1.2 "Board" means the Board of Directors of Casitas.
  - 1.3 "Park" means Lake Casitas Recreation Area.
  - 1.4 "Lake Casitas" means the lake created by Casitas Dam.
  - 1.5 "Lake Casitas Recreation Area" (also herein referred to as "Recreation Area") means the portion of Casitas Reservoir right-of-way used or planned for use for recreational purposes.
  - 1.6 "General Manager" means the General Manager of Casitas.
  - 1.7 "Park Services Manager" means the Park Services Manager or the person acting in that capacity of the Lake Casitas Recreation Area.
  - 1.8 "Park Ranger" means a specific employee of Casitas at the Lake Casitas Recreation Area as designated by the General Manager.
  - 1.9 "Casitas Personnel" means any full, part time or volunteer staff of the Lake Casitas Recreation Area.
  - 1.10 "Department" means a section of the Casitas Municipal Water District that is assigned to administer this Ordinance within the Lake Casitas Recreation Area.
  - 1.11 "Lake" means the Lake Casitas and other lakes or ponds in the Lake Casitas Recreation Area.

- 1.12 "Stream" means any watercourse within the Lake Casitas watershed whose waters eventually flow into Lake Casitas.
- 1.13 "Aquaplane" means any plank, surfboard, water ski, or other device used for transporting, conveying, or carrying a person who is towed or pulled by any vessel by means of a rope, chain, cable, wire, or other connection.
- 1.14 "Horse" means any member of the equine family.
- 1.15 "Animal" means any one of the lower animals as distinguished from man except fish bait or birds other than poultry.
- 1.16 "Trail" means any roadway or footpath capable of being used by a vehicle or pedestrian.
- 1.17 "Vehicle" includes any mechanically propelled device including, but not limited to, cycles and motor driven scooters, and/or as defined in the applicable section(s) of the California Motor Vehicle Code.

## 2. GENERAL

- 2.1 Powers granted to the Department or its personnel under this Ordinance shall be construed to be powers delegated by the Board to the General Manager and redelegated by the General Manager to the Park Services Manager for the purpose of management control, and re-delegated by the Park Services Manager to Casitas Personnel, as deemed appropriate.
  - 2.1.1 Public safety within the District's boundaries shall be enforced and maintained by the Park Rangers and their support staff.
  - 2.1.2 Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.34 (d) and California Water Code Section 71341.5.
  - 2.1.3 Within the District's boundaries, Park Rangers shall have all the powers of peace officers under the laws of the State of California, with the following exceptions: the use and carrying of a firearm; the use and carrying of a baton; and all other restrictions expressed by the Board.
  - 2.1.4 Park Rangers shall have the authority to enforce within the District's boundaries the provisions of this Ordinance, and any amendment or amendments thereto, and the laws of the State of California, including but not limited to, California Water Code Section 71660, the California Administrative Code Title 14, relating to Fish and Game regulations, and the California State Boating Law.

- 2.1.5 Any person who resists, delays, obstructs, threatens or attempts to intimidate a Park Ranger in the discharge of, or attempted discharge of, their duty shall be subject to criminal prosecution.
- 2.2 The provisions of Section 71660 of title California Water Code make it a misdemeanor to violate any of the regulations adopted by this Ordinance relating to vehicle or vessel speed limits, defacement of Casitas' property, title use, possession or discharge of firearms, weapons or fireworks, the creation of fire hazards, being under the influence of intoxicating beverages or dangerous drugs, or remaining on, or reentering Casitas' premises after authorized Casitas Personnel have specifically withdrawn consent for a person to utilize Casitas' facilities. It is an infraction to violate any other regulations of Casitas adopted pursuant to this section. The following procedures shall be subject to citation issuance within the Park, by Casitas Personnel as authorized by the General Manager, of persons suspected of the violation of regulations adopted by this Ordinance.
- 2.2.1 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence.
- 2.2.2 The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance.
- 2.3 The Department is authorized to revoke any Park permit and to expel any person from the Park for violation of any applicable law, rule, or regulation.
- 2.3.1 The Department shall have the authority to cause to be towed, removed or disposed of, any property in the Park at the owner's expense when it has been left without written authorization of the Department, becomes a navigational or safety hazard on a trail or waterway, has or may potentially introduce pollution into the Lake or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law.
- 2.3.2 To refuse to present upon request a valid identification document with proof of age.
- 2.4 The General Manager is authorized to direct the visiting public in its use of the Park, according to statutes, Ordinances, rules, and regulations applicable to the Park. In the event of fire or other emergency or to expedite vehicle or boating traffic, to expedite the launching or removal of vessels, to insure the safety of persons in the Park, to insure against pollution of the Lake or to protect property and facilities in the Park, the General Manager may direct the public as conditions may require notwithstanding other provisions of this Ordinance.

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

### 3. PUBLIC USE FEES

- 3.1 Public use fees shall be established by Ordinance of the Board and may be revised from time to time by Ordinance of the Board, provided that nothing contained herein shall be construed to permit the collection of a fee from any pedestrian for entering the Park for day use. Public access to the Recreation Area is through the main gate only unless a special use permit is granted by the General Manager and is on file at the Recreation Area.
- 3.2 Public use fees shall be due and payable upon entering the Park. They shall be considered earned upon receipt and shall not be subject to refund by Casitas. Receipts and fees are not transferable. It shall be unlawful to be in or to enter the Park without paying all fees that may be applicable under the public fee schedule in effect at the time of entry.
- 3.3 An annual vehicle permit shall be affixed to the vehicle windshield or displayed to Casitas Personnel, whichever is applicable.
- 3.4 An annual boat permit shall be affixed by Casitas Personnel to the side of the vessel immediately behind the break of the bow at least 12 inches from the CF number and state registration sticker.
- 3.5 An annual vehicle permit or Frequent Visitor Card shall be valid for only one vehicle in the Park at a time.
- 3.6 Annual Permits.
  - 3.6.1 Annual boat permits are issued to specific vessels and are transferable to a new owner in the event of transfer or sale upon application to the Department, execution of a new agreement and payment of a transfer fee. Annual boat permits are not transferable between vessels in the event owner has more than one vessel in use at the same time.
  - 3.6.2 Annual vehicle permits are issued to specific vehicles and are transferable to a new owner in the event of transfer or sale upon application to the Department, execution of a new agreement and payment of a transfer fee. Annual vehicle permits are not transferable between vehicles in the event owner has more than one vehicle in use at the same time.
  - 3.6.3 If an owner wishes to transfer an existing annual boat permit to a new boat, owner must return the existing permit (decal), execute a new agreement and pay the transfer fee.

- 3.6.4 If an owner wishes to transfer an existing annual vehicle permit to a new boat, owner must return the existing permit (decal), execute a new agreement and pay the transfer fee.
- 3.6.5 Annual permits shall be valid for the period ending on the month and year indicated on the permits unless revoked for cause.
- 3.7 Vessels owned by the Bait & Tackle Concessionaire for rental purposes shall not be required to obtain boat permits but shall be subject to all other rules and regulations of this Ordinance.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder upon revocation, cancellation or suspension thereof or which is fictitious or which has been unlawfully or erroneously issued or altered.
- 3.9 Camping or day use permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.
- 3.10 The storage facility is for storage of recreational items such as travel trailers, 5th wheel trailers, vessel trailers, vessels, campers, motor homes, etc., as determined by the General Manager.
- 3.11 All customers who store a recreation vehicle, vessel or other vehicle approved by the General Manager shall sign and comply with all terms and conditions as set forth in the "Self-Service Storage Facility Rental Agreement" including, but not limited to, California Business and Professional Code, Chapter 10, Sections 21700- 21716 and the most current Public Use Fees for the Park as established by the Board. Storage fees are due monthly in advance of the first day of each month following entry into the storage area. Fees shall be considered unpaid if not paid in accordance with the terms of the Lake Casitas Recreation Area Self-Service Storage Facility Rental Agreement, as amended from time-to-time. Casitas may terminate the Self-Service Storage Facility Rental Agreement when said fees are unpaid for fourteen (14) days. Casitas may then take all actions required by law to remove the items.
- 3.12 At the discretion of the General Manager, in lieu of the remedies provided for in 3.12 above, Casitas may proceed to sue the owner or the person contracting for said storage in any court of competent jurisdiction or take any other proper steps to effect collection.
- 3.13 Should a check be returned by a bank for any reason, the customer shall be charged a returned check charge for each such check returned as determined by the Board by Ordinance. In the event Casitas is unable to collect the amount due, the returned check(s) will be forwarded to the Ventura County District Attorney's office, or other jurisdiction as applicable, for processing.



4. **SCHEDULE OF OPERATIONS**

- 4.1 The schedule of operations for the Park shall be set by resolution of the Board and may be revised from time to time by resolution of the Board.
- 4.2 The Department is authorized to restrict the public use of the Park by closing the Park or any Park area or any of its facilities, or restricting the hours of operation for good and sufficient reasons including, but not limited to, the following:
  - 4.2.1 Sanitary protection of the watershed.
  - 4.2.2 Fire prevention and/or fire suppression.
  - 4.2.3 Construction or maintenance.
  - 4.2.4 Dangerous or unsafe conditions.
  - 4.2.5 To prevent damage to the Park or its facilities.
  - 4.2.6 Conservation of fish and game.
  - 4.2.7 Special activities or events and off-season restrictions.

5. **RULES AND REGULATIONS**

- 5.1 **Sanitary Regulations.** It shall be unlawful for any person within the Park:
  - 5.1.1 To have, or to permit any child or animal under that person's supervision to have body contact with the waters of the Lake or streams.
  - 5.1.2 To throw or discharge into the waters of the Lake or any stream, or place upon the shore area thereof, or place in the Park unless in approved containers, any litter, waste products, trash, motor oil, or other debris, or to discharge into the Lake or any stream along the shore area thereof, any contaminating or polluting substance of any kind whatsoever, or to use any motor or container which leaks oil or gas into the waters of the Lake. Household or industrial waste, including water softener brine, may not be brought into or disposed of in the Park.
  - 5.1.3 To enter or reach into trash cans, recycle containers or dumpsters for the purpose of retrieving discarded materials.
  - 5.1.4 To clean fish in the Park except at fish cleaning facilities provided by Casitas.
  - 5.1.5 To operate a bilge pump on the Lake, except in an emergency, or at a place or places designated by the General Manager.

- 5.1.6 To allow waste from vessel washing to discharge into the Lake or along the shore except into a waste disposal system that has been approved by the General Manager.
- 5.1.7 To wade or swim in, or have body contact with the waters of the Lake or streams or to engage in any aquaplane, parasail, or wind sail activities in, on, or over the Lake.
- 5.1.8 To operate, or permit to be operated, any vessel under that person's supervision to tow or pull an aquaplane or similar device.
- 5.1.9 To permit any animal to enter into or remain within the Park unless the animal is on a leash of no more than six feet in length and under the immediate control of a person or confined in a vehicle.
  - 5.1.9.1 To permit an animal under the person's control to remain outside a tent, camper or enclosed vehicle during the quiet hours.
  - 5.1.9.2 To keep any noisy, vicious or dangerous animal, or one that is disturbing to other persons, as determined by Casitas Personnel.
  - 5.1.9.3 To allow any animal to be within 50 feet laterally of the shores of the Lake or streams of the Park or on a vessel on the lake with the exception of dogs, which are allowed on vessels.
  - 5.1.9.4 To have more than two such animals per campsite.
  - 5.1.9.5 To abandon any animal in the Park.

## 5.2 Boating Regulations.

- 5.2.1 It shall be unlawful for any person to have, use, or operate a vessel in the Park that does not meet the minimum requirements for, or that does not have a Park boat permit.
- 5.2.2 All vessel owners and/or operators intending to launch or take any type of vessel into the Park waters shall be required to complete a written Acknowledgement provided by the Department, and declare under penalty of perjury that all of the information provided is true and correct.
  - 5.2.2.1 The Board may establish and have the Department enforce policies and/or Rules and Regulations, that will cause the Department to inspect vessels, trailers and tow vehicles to the degree necessary to determine if the vessel, trailer or tow vehicle is a threat to Lake Casitas due to contamination from Quagga or Zebra mussels in any of their life stages or other invasive species

such as, but not limited to, hydrilla. Contamination may take the form of dreissenid mussels in any of their life stages (Quagga or Zebra), mud, biological debris, moisture, water, fish scales, weeds, sand/pebbles, and trash. The Department reserves the right to deny public access to the Park based on any potential for lake contamination.

- 5.2.3 Each vessel, prior to being issued a boat permit, may be inspected by Casitas Personnel to determine that it meets the following standards:
  - 5.2.3.1 It shall possess sufficient buoyancy to keep the vessel afloat if overturned or swamped when loaded to capacity.
  - 5.2.3.2 It shall be not less than 11 feet in length or narrower in width than 4 feet nor over 35 feet in length, centerline measurement. It shall have a minimum of 1 foot of freeboard and, if fitted with a motor, shall have a capacity of not more than 400 horsepower. Nonstandard vessels may be issued with a special boat permit.
  - 5.2.3.3 It shall be in a seaworthy, clean, dry and sanitary condition.
  - 5.2.3.4 It shall be a vessel of standard design as determined by the General Manager.
  - 5.2.3.5 It shall be a vessel not possessing a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no wastes can be discharged into the Lake.
  - 5.2.3.6 It shall not be equipped with any motor or other methods of propulsion machinery beyond its safe power capacity, taking into consideration the type and construction of such watercraft and other existing operating conditions.
- 5.2.4 Each vessel issued a permit hereunder or in the Park without a valid permit shall be subject to re-inspection and re-evaluation at any time the vessel is in or enters the Park to ascertain whether such vessel is properly rated and complies with the regulations for granting a boat permit. If any vessel, upon such inspection mid re-evaluation, is found not to meet the requirements of this Ordinance, then the permit for such vessel shall be revoked and the vessel shall be removed from the Park or impounded in the Park or impounded on the Lake at the owner's expense until the deficiency is corrected.
  - 5.2.4.1 No person shall move, use or tamper with any impounded vessel, vehicle or equipment.
  - 5.2.4.2 No person shall move, use or tamper with any device used to impound a vessel, vehicle or equipment.

5.2.5 It shall be unlawful for any person within the Park:

- 5.2.5.1 To allow a minor under twelve (12) years of age to occupy a vessel upon the Lake unless such minor is wearing a Coast Guard approved child's vest type life preserver.
- 5.2.5.2 To operate a vessel within a prohibited area designated by markers on the Lake or posted on the bulletin board at the ramp.
- 5.2.5.3 To tie a vessel to, or mutilate, damage, or move from position, any buoy or connecting line, chain, or cable placed or installed on the Lake.
- 5.2.5.4 To operate any vessel without allowing at least 250 feet clearance behind trolling fishing vessels so as to avoid fouling the trolling lines. Trolling fishing vessels shall display a white flag not less than two feet square, to give adequate warning of such vessel's trolling activities.
- 5.2.5.5 To operate or navigate any commercial vessel while carrying passengers for hire without a Casitas special use permit or Casitas concession contract.
- 5.2.5.6 To take, use or operate any vessel without the specific consent of the owner or person in charge thereof, or to be an accessory to the taking, or use or operation of any vessel without such consent of the owner or person in charge thereof.
- 5.2.5.7 To operate a siren on any vessel used, operated or driven or propelled on the Lake except a vessel used by authorized Casitas Personnel in the performance of their duties.
- 5.2.5.8 To launch, retrieve or land any vessel except at an approved dock, ramp or such beaching areas as may be specifically designated by the General Manager.
- 5.2.5.9 To keep any vessel on shore overnight except in the designated area.
- 5.2.5.10 To operate or occupy any vessel between the time of sunset and sunrise unless a special use permit is issued by the General Manager.

5.2.5.11 To allow any person to ride or sit on either the gunwales or on the decking over the bow of the vessel while underway, unless such vessel is provided with adequate guards or railing to prevent passengers from being lost overboard. Nothing in this section shall be construed to mean that passengers or other persons aboard a vessel cannot occupy the decking or the bow of the vessel to moor or cast off from a landing, or for any other necessary purpose.

5.2.5.12 It shall be unlawful for the owner of any vessel or any person having such in his charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such watercraft under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.

5.2.5.13 To operate, occupy or load any boat beyond the safe carrying capacity of such boat.

#### 5.2.6 Speed Limits.

5.2.6.1 It shall be unlawful for any person to operate a vessel on the Lake at speeds in excess of those posted.

5.2.6.2 No person shall operate a vessel at a speed greater than is reasonable or prudent having due regard for weather, visibility and the number of other vessels on the Lake, and in no event at a speed which endangers the safety of persons or property.

5.2.6.3 The following specific speed restrictions shall apply:

5.2.6.3.1 Maximum of forty (40) miles per hour sunrise to sunset, except as qualified below.

5.2.6.3.2 Five (5) miles per hour within 200 feet of any vessel landing, dock, ramp, or beaching area.

5.2.6.3.3 Five (5) miles per hour within 100 feet of any vessel not underway.

5.2.7 The General Manager is authorized to designate restricted speed zones for the Lake as deemed desirable for the safety of persons or property.

5.2.8 It shall be unlawful for any person to engage in a boat regatta, race, tournament or exhibition on the Lake without approval of the General Manager.

5.2.9 The General Manager is authorized to close the Lake or portions thereof to boating for good and sufficient reasons including but not limited to the following:

5.2.9.1 Dangerous water or weather conditions.

5.2.9.2 Unsatisfactory ramp, parking or roadway conditions.

5.2.9.3 Construction or movement of ramp facilities.

5.2.5.4 Special activities or events.

5.2.10 Any person having, using or operating a vessel in the Lake Casitas Recreation Area shall abide by the applicable sections of the California Administrative Code Title 14, California State Boating Law and the provisions of this Ordinance.

5.2.11 It shall be unlawful to land or operate any amphibious seaplane on the lake unless authorized by the General Manager.

### 5.3 **Vehicle Regulations.**

5.3.1 It shall be unlawful for any person within the Park:

5.3.1.1 To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by the Department in any area.

5.3.1.2 To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed, which endangers the safety of persons or property.

5.3.1.3 To operate a motor vehicle except on designated roadways and parking areas, unless otherwise directed by the General Manager.

5.3.1.4 To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.

5.3.1.5 To park a vehicle in other than a designated parking area, or to park or leave parked a vehicle in a parking lot between the hours of sunset and sunrise, unless otherwise permitted by the General Manager. Vehicles parked in unauthorized areas will be towed away at the owner's expense.

- 5.3.1.6 To drive a vehicle in a careless or reckless fashion so as to endanger the said vehicle, it's occupants, or any person, equipment, facilities, or property.
- 5.3.1.7 To park more than two (2) vehicles per campsite without specific authority from the General Manager.
- 5.3.2 The Board may establish special speed zones and they may be revised from time to time by resolution of the Board.
- 5.3.3 The General Manager is authorized to close any Park roadways or reduce the speed limit on any such roadways for good and sufficient reasons including but not limited to the following:
  - 5.3.3.1 Construction or maintenance of facilities.
  - 5.3.3.2 Dangerous roadway conditions.
  - 5.3.3.3 Special activities or events.
- 5.3.4 Any person having, using or operating a motor vehicle, vehicle, or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. The General Manager is authorized to allow exceptions based on the needs of the facility.
- 5.4 **General and Conservation.** It shall be unlawful for any person within the Park:
  - 5.4.1 To receive, bring, or cause to be brought into the Recreation Area lands or waters any wildlife, terrestrial plant, fish, crustacean, amphibian or aquatic plant from any place for the purposes of propagation or use as fish bait.
  - 5.4.2 Place, bury, deposit or scatter human or animal remains or place memorials, markers, vases or plaques on lands, waters or facilities.
  - 5.4.3 To cut, pick, mutilate or destroy any vegetation, except when authorized by the General Manager.
  - 5.4.4 To remove soil or rock except when authorized by the General Manager.
  - 5.4.5 To mutilate, vandalize, or destroy any equipment or facility of others.
  - 5.4.6 To receive, bring, or cause to be brought into the Recreation Area, or use, possess, or discharge, fireworks, firearms, or other explosives other than fuels except when authorized by the General Manager.

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



- 5.5.6 To fail to obey signs posted by Casitas.
- 5.5.7 To use a loudspeaker, public address system, or amplifier without a valid special event permit or written permission from the General Manager.
- 5.6 **Horses.** It shall be unlawful for any person to bring a horse with the exception of service miniature horses into the Recreation Area without a valid special event permit or written permission of the General Manager.
- 5.7 **Camping.**
  - 5.7.1 It shall be unlawful for any person to occupy a campground without first obtaining a camping permit or possessing a valid camping permit. Camping permits shall be issued on the basis of per camping day, per campsite and per vehicle.
  - 5.7.2 Campsites will be assigned at the entrance gate. Camping units and camp gear left on campground without first obtaining a camping permit will be removed at the owner's expense.
  - 5.7.3 Camping is limited to fourteen (14) days per party, during any calendar month period except that the General Manager is authorized to extend the limit up to twenty-eight (28) days on a case-by-case basis. Campers and their equipment must leave the Recreation Area for a minimum of seventy-two hours (72) in order to be issued a permit for an additional fourteen (14) day camping period. Special permits may be issued by the General Manager for extended stays beyond the above-described limits.
  - 5.7.4 If, in the discretion of Casitas Personnel assigning campsites, a particular campsite is of sufficient size, a maximum of two vehicles and eight (8) persons may be permitted to camp within the same campsite.
  - 5.7.5 Campers may use plumbing hook-ups, TV and electrical hookups by permit only.
  - 5.7.6 It shall be unlawful for any person to disturb the peace and quiet of other Park visitors in any manner.
  - 5.7.7 It shall be unlawful for any person under the age of eighteen (18) years to occupy a campsite between the hours of 10:00 pm and 8:00 am unless accompanied by a responsible adult.
  - 5.7.8 It shall be unlawful for any person to construct or hang a clothesline inside the Park.

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

5.9. **WATER PARK.**

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

5.9.2 It shall be unlawful for any persons to remain in the Water Park facility after their respective permits have been revoked by Casitas Personnel for failure to follow any rules or regulations.

5.9.3 It shall be unlawful for any person to bring the following into the Water Park glass containers, alcoholic beverages or controlled substances.

5.9.4 It shall be unlawful for any person to enter into the waters of the Water Park wearing bathing apparel that is not approved by Casitas Personnel.

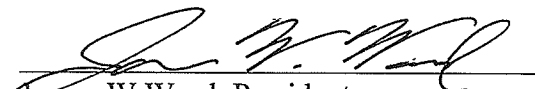
5.9.5 It shall be unlawful for any person to distract or otherwise interfere with the duties of any Casitas Personnel.

5.9.6 It shall be unlawful for any person to enter into the Water Park without paying all applicable fees and charges.

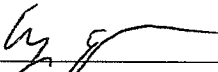
6. **CONSTITUTIONALITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

7. **REPEAL OF ORDINANCE NO. 17-01.** This Ordinance supersedes and repeals the provisions of Casitas Municipal Water District Ordinance No. 17-01.

8. **EFFECTIVE DATE.** This Ordinance becomes effective this 9th day of May, 2018.

  
James W Word, President  
Casitas Municipal Water District

ATTEST:

  
Mary Bergen, Secretary  
Casitas Municipal Water District



Santa Ana Rd

Vendor Gate Exit

Parking Area  
285,874 Sq. Ft.

Cross Walk

Event Main Entrance /Exit

Exit








North Grass Area  
119,846 Sq. ft.

Dirt Area 2  
44,803 Sq. ft.

Dirt Area 1  
36,108 Sq. ft.

Event Area  
109,168 Sq. ft.

**Lake Casitas Recreation Area  
Event Area Exhibit**

-  Water Main
-  Grass
-  Dirt
-  Electric Main 480 Amps
-  Electric Panel 120V / 90 Amps
-  Water Hose Bib (3/4")
-  Gate Access



CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: October 14, 2019  
TO: Recreation Committee  
FROM: Carol Belser, Park Services Manager  
SUBJECT: Recreation Area Monthly Report for September 2019

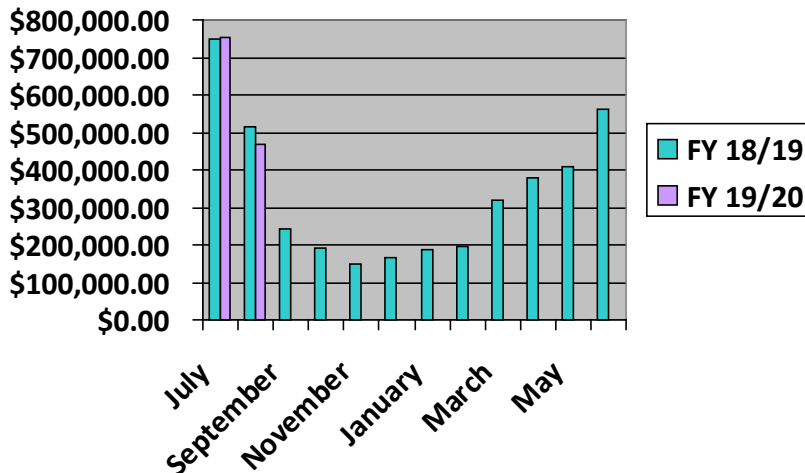
Operations, Boating, Incidents

Customers enjoyed our free summer programs for Astronomy nights and the last movie in the Casitas Water Adventure for the summer, E.T the Extra Terrestrial. There were 290 recreational vessels tagged for re-entry into Lake Casitas, 7 passed new invasive mussel inspections, and 5 failed first inspection.

In September there were 56 patrol observations where park staff made customer contact. Park Rangers responded to 45 calls for service and 37 customer service issues. There was 1 medical response that required transport, 39 disturbances with none requiring support from the Ventura County Sheriff's Office. There were 7 unattended fires, 14 traffic violations with none resulting in citations, 7 parking violations, 0 restricted area violations, 1 boating violations, 0 fishing violations, 3 leash law violations, and 17 body contacts with water.

Revenue and Visitation

The 2019/2020 unaudited monthly revenue figures through August 2019 are shown below compared to last fiscal year. The fiscal year's total figures will be reported when made available in the respective months (operations, concessions, Casitas Water Adventure, etc.) per the District's Financial Summary generated by the Chief Financial Officer.



The following is a comparison of visitations\* for August 2019.

	<b>August 2019</b>	<b>August 2018</b>	<b>July 2019</b>
Visitor Days	89,236	84,860	112,060
Camps	9,418	8,645	10,060
Cars	22,311	21,215	28,015
Boats	99	180	80
Kayaks & Canoes	2	1	2

Totals for Fiscal Year through August 2019	
2019/2020	201,296
2018/2019	202,320
% Change	-.506

\*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