

Casitas Municipal Water District  
RECREATION COMMITTEE  
Agenda  
Brennan/Kaiser  
**February 14, 2023 – 10:00 a.m.**

This meeting will be conducted in person at the District Office and also  
via teleconference.

Join Zoom Meeting

<https://us06web.zoom.us/j/96751747493?pwd=QXVtK0ZmOVFISDJpVi9pNlVvM1VyUT09>

Meeting ID: 967 5174 7493 Passcode: 181130

To participate or listen to the meeting via telephone please call  
(888) 788-0099 or (877) 853-5247  
Enter Meeting ID: 967 5174 7493#  
Passcode: 181130#

1. Roll Call
2. Public comments.
3. Review amendment to the Rotary Club Wine Festival Agreement changing the date from Sunday, June 11, 2023 to Saturday, June 17, 2023.
4. Review of Recreation Report for December 2022.
5. 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

**DATE:** February 7, 2023

**TO:** Michael Flood, General Manager

**FROM:** Joe Martinez, Park Services Manager

**SUBJECT:** Amendment to the August 28, 2019 Agreement to reschedule the 2023 Ojai Wine Festival Event Sponsored by Rotary Club of Ojai West Foundation

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**RECOMMENDATION:**

It is recommended the Board approve the attached amendment to the August 28, 2019 Ojai Wine Festival Event Agreement moving the event scheduled for June 11, 2023 to June 17, 2023.

**BACKGROUND AND OVERVIEW:**

On May 13, 2020 the Board approved an amendment for use of the Lake Casitas Recreation Area's Event Area June 13, 2021, June 12, 2022, and June 11, 2023 for the Ojai Wine Festival. This amendment added the 2023 date as the 2020 Ojai Wine Festival was canceled by the event organizer due to COVID-19.

On February 6, 2022, Staff was contacted by Rotary Club of Ojai West Foundation representatives requesting to move the Sunday, June 12, 2022 Ojai Wine Festival to the following Saturday, June 18, 2022. This request was approved.

As the Saturday event was successful, representatives of Rotary Club of Ojai West Foundation have requested to move the Sunday, June 11, 2023 date to the following Saturday, June 17, 2023.

**ANALYSIS:**

An amendment to Section I. is attached for consideration, rescheduling the event to June 17, 2023 is recommended.



Casitas Municipal Water District Lake Casitas Recreation Area

THIRD AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE  
FESTIVAL SIGNED 8-26-2019

**THIS THIRD AMENDMENT SECTION I.**

**To be amended as follows:**

**A.** With the execution of the Agreement the Ojai Wine Festival (“Event”) will be held Saturday, June 17, 2023. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

**B.** Sponsor may plan, conduct, manage and oversee the Event on June 17, 2023 subject to I.A above and in accordance with the terms and conditions below.

**IN WITNESS WHEREOF** the parties hereto have executed the Agreement Amendment this \_\_\_\_\_ day of February \_\_\_\_, 2023.

**SPONSOR:**

**ROTARY CLUB OF OJAI WEST FOUNDATION, Inc.**

**BY, \_\_\_\_\_**

**President**

**CASITAS:**

**CASITAS MUNICIPAL WATER DISTRICT**

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

**Board President, Richard Hajas**

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

**AGREEMENT FOR SPECIAL EVENT  
CALLED OJAI WINE FESTIVAL**

**THIS AGREEMENT** is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code Section 1110 et seq., (“Casitas”) and **ROTARY CLUB OF OJAI WEST FOUNDATION, INC.** a 501 (c) (3) non-profit corporation, (“Sponsor.”) Together, Casitas and Sponsor shall be referred to herein as Parties.

**RECITALS**

WHEREAS, Casitas operates the Lake Casitas Recreation Area (“LCRA”) facilities pursuant to a 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 dated October 7, 2011; and

WHEREAS, LCRA is a family oriented facility which caters to families; and

WHEREAS, Casitas seeks to make the LCRA available for special events from time to time that are consistent with the LCRA’s family oriented nature; and

WHEREAS, Sponsor has organized and managed the Ojai Wine Festival for several years in order to raise funds for Rotary Community Service Projects; and

WHEREAS, Sponsor seeks to continue to organize and manage the Ojai Wine Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Ojai Wine Festival at the LCRA for the next several years and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

**NOW, THEREFORE**, the Parties, for the recitals set forth above and for the valuable consideration set forth below, mutually agree to abide and be bound by the following terms and conditions:

**I. Term and General Terms of the Event.**

**A.** With the execution of this Agreement, the first Ojai Wine Festival (“Event”) will be held on Sunday, June 14, 2020. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

**B.** Sponsor may plan, conduct, manage and oversee the Event on June 14, 2020, June 13, 2021, and June 12, 2022 subject to I. A. above and in accordance with the terms and conditions below.

**C.** Location or Site of Event. The Events will be staged at the Wadleigh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

**D.** Time and Description of Event. Event activities may begin at 11:00 am. and must end at 5:00 p.m. on the day of the Event. Alcohol may be served to the general public from 11:00 a.m. to 4:00 p.m. and to attendees in the VIP area from 10:30 a.m. to 11:00 a.m. for a champagne toast, all in compliance with the Department of Alcoholic Beverage Control Daily License. Attendance to the Event shall be limited by Sponsor to no more than 4,000 people. The Event may include wine and beer tasting booths, live music, vendors, food and drink as well as a children's play area.

**II. Sponsor Obligations.** Sponsor agrees to provide the following to Casitas in exchange for the use of Casitas property and related Casitas services as set forth in Section III.

**A. Payment to Casitas.** Sponsor shall pay Casitas the following amounts for the privilege of holding the Event on Casitas property:

1. A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
2. Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
3. Twelve percent (12%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
4. Fifteen percent (15%) of total gross receipts over \$150,000.00 as defined in II. below.
  - a. The payment schedule outlined in II. 1. through 4. above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in II. 1. through 4. above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefor.
  - b. "Gross Receipts" as used in this Agreement shall mean the following:
  - c. Except as specifically provided by policy statement issued by the Casitas General Manager, the term "gross receipts" as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any

merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.

- d. Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.
- e. Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.
- f. The Casitas General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Casitas Legal Counsel, may further interpret the term “gross receipts” as used in this Agreement.
- g. “Gross sales price”: the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.
- h. Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the Casitas General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Sponsor in connection with Event. The method of accounting, including bank accounts, established for said Event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents: Regular books of accounting such as general ledgers; sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). (All entrance to the event shall, for the purpose of accounting, count as tickets used); Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown;

Cash register tapes appropriately identified as to type of gross receipt(daily tapes may be separated but shall be retained so that from day to day the sales can be identified); and Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

- i. All sales and fee collections shall be recorded. The means of recording such sales and fee collections may include electronic data processing and record keeping equipment. The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.
- j. All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the Casitas General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Casitas General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- k. Sponsor shall not be required to maintain those documents, books and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the Casitas General Manager and accepted by the Sponsor. If there is a dispute as a result of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties, or adjudicated by the final judgment of a court of competent jurisdiction.
- l. Notwithstanding paragraphs II.A.4. j. and k. above, Sponsor shall comply with all State and Federal retention of records requirements.
- m. Sponsor shall furnish the Casitas General Manager with a gross receipts report showing the amount payable therefrom to Casitas. In addition thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to Casitas. The financial statement shall be submitted within thirty (30) days after the Event.
- n. In the event that an audit or review conducted by the Casitas General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to Casitas can be determined, the Casitas General Manager shall bill Sponsor for said losses and said amount is to be paid to Casitas within thirty (30) days following billing therefor unless otherwise extended by the Casitas General Manager.

- o. Should the Casitas General Manager find that the additional payment due to Casitas exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by Casitas.
  - p. Sponsor shall cause any and all of its subcontractors to comply with these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the Casitas General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.
5. All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.
  6. Seven hundred fifty dollars (\$750.00) refundable security deposit due to Casitas thirty (30) days prior to the Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pickup and removal, and sign removal, to Casitas' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
    - a. Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed therefor.
    - b. Any costs for clean-up in excess of the security deposit incurred by Casitas and billed to Sponsor.
  7. Seven hundred fifty dollars (\$750.00) non-refundable fee due to Casitas at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in Section I.A. above with Casitas. This amount will be applied towards fees due referenced in this Section II.

**B.** Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum often (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven day duration after service has been provided. Fees for this service shall be paid in accordance with Section II.A.



**C.** Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.

**D.** Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.

**E.** Sponsor will provide a transportation program for attendees to and from the Event clearly outlined and promoted on the Event website and with signage on the day of the Event.

**F.** Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Section XXI below. Casitas shall have no liability to Sponsor for such termination.

**G.** Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the Event.

**H.** Sponsor shall provide a written security plan to be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.

**I.** Sponsor shall provide a minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

**J.** Sponsor will email each Board member a non-drinking general admission pass to be used for entry into the Event for the purpose of quality assurance.

**K.** Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event. Two 30 yard dumpsters shall be included in Sponsor's arrangements.

**L.** In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:

1. Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the Event, outlining a method to reduce and recycle solid waste generated as a result of the Event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program, Sponsor may use available recycle containers and bags provided by Casitas. Sponsor will be charged for any bags used.
2. If attendance is over 2,000 people per day. Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the Event. A copy of such report shall also be filed with Casitas within the same time frame. Information should be sent to:

Ventura County PWA, W&S, IWMD  
800 South Victoria Avenue, #1650  
Ventura, CA 93009-1650

At the time of execution of this contract the contact person is:

David Goldstein (805) 658-4312 or by email at  
[david.goldsteinventura.org](mailto:david.goldsteinventura.org).

**M.** Sponsor shall provide adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with hand held, two sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide proof of training including the individual name(s) of the crossing guards at least ten (10) days prior to the Event day.

**N.** Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed Section I.D., a lighting plan will not be applicable for this Event.

**O.** Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the Event and non-exclusive use for take-down one (1) day immediately following the Event.

**P.** Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or Casitas staff.

**Q.** In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this

Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

**R.** Prior to commencement of any construction at the Event site, Sponsor shall obtain from Casitas written approval of all plans, specifications and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

**III. Casitas Obligations.** Casitas agrees to provide the following for the Event in exchange for the valuable consideration set forth above from Sponsor:

**A.** Forty (40) trash cans and twelve (12) recycle containers as provided in Section II.L above.

**B.** Fifty (50) tables already located in the area.

**C.** Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for cross walks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.

**D.** Encroachment permits from the County of Ventura for temporary traffic control for use of parking.

**E.** Labor and materials for the event that are available and agreed upon in writing prior to the Event at Sponsor's cost.

**F.** Sponsor may use the water faucets in the Event Area.

**G.** Sponsor may use the existing electrical outlets in the Event Area, which are supplied by Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.

**H.** Sponsor understands that no refunds, credits or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs.

**I.** Space for one large 8' wide x 40' long x 8 1/2' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that Casitas has no responsibility or liability to ensure theft prevention of contents. Authorized Sponsor representatives may access the storage unit upon request and by appointment by contacting the Maintenance Foreperson or designated Casitas staff.

**J.** Because of the family oriented nature of the LCRA facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.

**K.** While Casitas will make every effort to provide its facilities for Sponsor's Event, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.

**L.** Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by Casitas, at its sole option, and Sponsor will be charged therefor.

**M. Access.** Sponsor ingress and egress to the Event Area shall only be through the auxiliary gate(s) off Santa Ana Road. The auxiliary gate(s) must be staffed at all times by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Event participants identified with valid vehicle entry hang tags will be allowed to access the Event parking and the LCRA during normal Lake hours without incurring additional parking fees. After normal LCRA hours, Event participants may enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto Casitas property.

**IV. Sale of Alcohol.** If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections II, V and VI herein.

**V. Commercial General Liability, Liquor Liability for the Event.**

**A. Coverage.** Coverage for commercial general liability shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
2. Liquor Liability Coverage.

**B. Limits.** Sponsor shall, during the course of this event, maintain limits no less than the following:

1. General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and liquor liability.

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

1. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor.
2. For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
3. The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event cannot occur unless the insurance specified in this Agreement is in full force and effect.

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

E. Evidences of Insurance. No later than thirty (30) days prior to the Event, Sponsor shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative and industry standard certificate of insurance.

F. Sponsor may or may not be subject to the provisions in Section 3700-3709.5 of the California Labor Code regarding worker's compensation insurance for its employees, but Sponsor shall provide Casitas with either proof of worker's compensation insurance in compliance with the California Labor Code or a written statement indicating that Sections 3700-3709.5 of the California Labor Code do not apply to Sponsor or that Sponsor is exempt from these laws.

**VI. Indemnification for the Event.** To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless the United States of America (Bureau of Reclamation), Casitas and its directors, officers, employees or authorized volunteers from and against:

A. All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence,

misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.

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

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

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

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

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

**G.** Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Bureau of Reclamation, Casitas, or its directors, officers, employees, or authorized volunteers.

**VII. Overnight Camping in the Event Area.** Sponsor may have up to two self-contained recreational vehicles camp from Friday through Sunday nights of the Event weekend in the Event Area at no charge to provide security for Sponsor's equipment.

**A.** Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.

**B.** Campers are not permitted to camp within two hundred feet (200') of the shoreline.

**C.** No waste water shall be discharged onto the ground. All waste water shall be contained and disposed of properly at a local dump station.

**D.** Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

E. Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 13 hereinafter.

**VIII. Use of Equines or Other Animals at the Event.** This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo.

**IX. Use of Explosives at the Event.** This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.

**X. Taxes and Assessments.** A taxable possessory interest may be created by this Agreement and Sponsor may be subject to the payment of property taxes levied on such interest. Sponsor shall pay before delinquent any and all taxes and assessments levied against Sponsor by reason of Sponsor's use and occupancy of the Recreation Area.

**XI. Publicity.** Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, the Event for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".

**XII. Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

**XIII. Raffles and Games of Chance.** Sponsor hereby agrees that no-one will be allowed to participate in games of chance, raffles, or any such activities, which contravene state and local lottery laws.

**XIV. Discrimination.** The Sponsor agrees that during the use of Casitas Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to discrimination because of the person's race, color, national origin, age or handicap.

**XV. Title VI Compliance.** Sponsor hereby acknowledges that as a sub-recipient of federal funds, Casitas Municipal Water District's Recreation Area cannot discriminate against anyone on the basis of race, color, natural origin, age or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the Casitas Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

**XVI. Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura

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

**XVII. Entire Agreement.**

**A.** This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.

**B.** This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Sponsor and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager and/or the Casitas General Manager and Board of Directors.

**XVIII. Time is of the Essence.** Time is of the essence for all the time frames of this Agreement.

**XIX. Termination.** This Agreement shall terminate on August 31, 2022 unless sooner terminated pursuant to subsections I.A. and II.F. herein.

**XX. Inquiries.** Please direct all inquiries regarding this Agreement to:

CMWD: R.J. Faddis, Park Services Officer  
11311 Santa Ana Road  
Ventura, CA 93001  
Tel: (805) 649-2233, ext. 117  
Cell: (805) 797-1528  
Email: [rfaddis@casitaswater.com](mailto:rfaddis@casitaswater.com)

**XXI. Representatives.** The representatives of the parties to this Agreement are those set forth below:



**Rotary Club of Ojai West Foundation Inc.:**

Angela May  
P.O. Box 1501  
Ojai, CA 93024  
Tel: (805) 907-2378

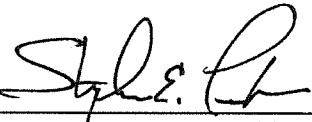
**Casitas:**

Carol Belser, Park Services Manager  
11311 Santa Ana Road  
Ventura, CA 93001  
Tel: (805) 649-2233, ext. 111  
Cell: (805) 797-1517  
Email: [cbelser@casitaswater.com](mailto:cbelser@casitaswater.com)

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this 28<sup>th</sup> day of August 2019.

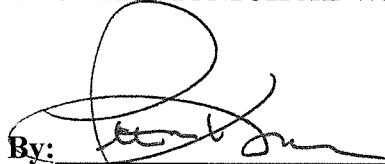
**SPONSOR:**

**ROTARY CLUB OF OJAI WEST FOUNDATION, INC.**

By:   
\_\_\_\_\_  
President, **STEPHEN E. FRANK**

**CASITAS:**

**CASITAS MUNICIPAL WATER DISTRICT**

By:   
\_\_\_\_\_  
Board President, **Peter Kaiser**



Casitas Municipal Water District Lake Casitas Recreation Area

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE FESTIVAL SIGNED 8-26-2019

**THIS SECOND AMENDMENT SECTION I.**

**To be amended as follows:**

A. With the execution of the Agreement the first Ojai Wine Festival ("Event") will be held Saturday, June 18, 2022. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 18, 2022, and June 11, 2023 subject to I.A above and in accordance with the terms and conditions below.

**IN WITNESS WHEREOF** the parties hereto have executed the Agreement Amendment this 23 day of February 23, 2022.

**SPONSOR:**

**ROTARY CLUD OF OJAI WEST FOUNDATION, Inc.**

BY,  Stephen Adams  
President

**CASITAS:**

**CASITAS MUNICIPAL WATER DISTRICT**

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

**Board President, Brian Brennan**



Casitas Municipal Water District Lake Casitas Recreation Area

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE  
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IN WITNESS WHEREOF the parties hereto have executed the Agreement Amendment this \_\_\_\_\_ day of February 23, 2022.

**SPONSOR:**

**ROTARY CLUD OF OJAI WEST FOUNDATION, Inc.**

BY, \_\_\_\_\_

President

**CASITAS:**

CASITAS MUNICIPAL WATER DISTRICT

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

Board President, Brian Brennan

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA

DATE: February 6, 2023  
 TO: Michael Flood, General Manager  
 FROM: Joe Martinez III, Park Services Manager  
 SUBJECT: Recreation Area Monthly Report for December 2022

Visitation Numbers

The following is a comparison of visitations for Dec 2022

	<b>Dec 2022</b>	<b>Dec 2021</b>	<b>Nov 2022</b>
Visitor Days	18,512	27,904	33,434
Camps	1,887	3,482	3,540
Cars	4,628	6,976	8,359
Boats	109	45	123
Kayaks & Canoes	0	0	0

Visitor Day Totals for Fiscal Year through November 2022	
2021/2022	477,161
2022/2023	440,854
%Change	8.466%

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

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

**Camps** = Campsites occupied + extra vehicles

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

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

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

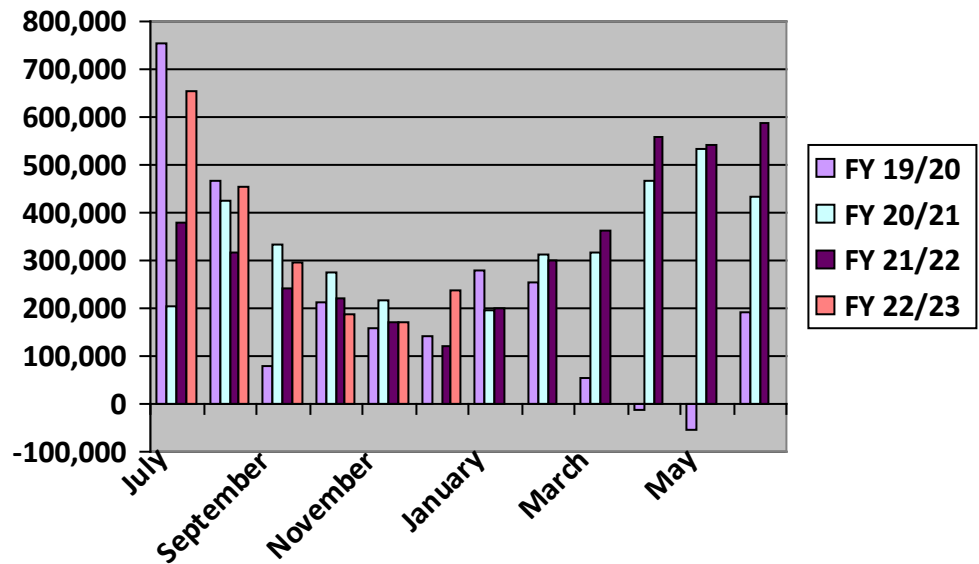
In the month of December, no fishing tournaments were held, but there were 217 vessels retagged for reentry. There were 30 vessels scheduled for inspection, with 22 passing including one electric motor (Rowing Club), 2 failures, 1 cancellation, 3 rescheduled, and 2 no shows. The monthly night fishing from the shoreline was held on the weekend of December 9th.

Maintenance continues to work on the Water Park groundwork, installing the required water pipes, valves, and prep work for the pumps. This was in addition to their regular duties of maintaining the campgrounds, buildings, and unexpected issues that required immediate attention mainly water leaks, and electrical issues being the most calls for service.

The Casitas Water Adventure's recruitment at local schools, work fairs, and school events, have resulted in numerous call backs. Swim testing and training dates are set to begin January and run until mid-June. Recruitment continues at school events as well as advertisements, through social media, radio, and businesses.

Revenue Reporting

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



\*LCRA was 100% closed April, May, Dec and Jan 2020/21 due to the Pandemic COVID-19