

Casitas Municipal Water District
RECREATION COMMITTEE
Agenda
Brennan/Kaiser
February 13, 2024 – 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

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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 Rotary Club of Ojai West Wine Festival five-year agreement.
4. Review of Recreation Area Report for December 2023.
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
Committee Memo

DATE: February 9, 2024

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: Review Rotary Club of Ojai West Wine Festival five-year agreement

RECOMMENDATION:

Recommend the Board approve a five-year agreement for years 2024 – 2028, for use of the Event Area on the second Saturday of June 2024, 2025, 2026, 2027, and 2028 with the Rotary Club of Ojai West Wine Festival.

BACKGROUND AND OVERVIEW:

The Ojai Wine Festival is a model event at Lake Casitas and the previous five-year agreement has expired.

The new agreement has been changed slightly from the past agreement regarding fee structure.

SUMMARY:

The Ojai Wine Festival is excellently organized and has been a part of Lake Casitas Recreation Area for over 25 years, and therefore it is recommended that the Committee recommend the Board of Directors approve the new five-year agreement as provided.

CASITAS MUNICIPAL WATER DISTRICT

LAKE CASITAS RECREATION AREA AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE FESTIVAL 2024 thru 2028

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:

1. Term and General Terms of the Event.

(a) With the execution of this Agreement, the first Ojai Wine Festival ("Event") will be held on Saturday, June 15, 2024. Within 90 days preceding an event, the Board, in its sole discretion, may terminate this agreement with no further obligation of either party to the other.

(b) Sponsor may plan, conduct, manage and oversee the Event on **June 21, 2025, June 20, 2026, June 19, 2027, and June 17, 2028**, subject to 1(a) above and in accordance with the terms and conditions below.

(b) **Location or Site of Event.** The Events will be staged at the Wadliegh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer

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storage to the closed area fence line at the beginning of the East Shoreline Trail.

(c) **Time and Description of Event.** Event activities may begin at 11:00 a.m. 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 the 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.

2. **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 3.

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

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- (a) A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
- (b) **Thirteen percent (12%)** of total gross receipts up to and including \$100,000.00 as defined in (2) below.
- (c) **Fifteen percent (14%)** of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
- (d) **Seventeen percent (16%)** of total gross receipts over \$150,000.00 as defined in (2) below.

(1) The payment schedule outlined in 2(a) through (d) 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 2(a) through (d) 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 therefore.

(2) "Gross Receipts" as used in this Agreement shall mean the following:

a. 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.

b. 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. The subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

c. 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 therefrom 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.

d. 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.

e. "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.

f. 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:

- (i) Regular books of accounting such as general ledgers.
- (ii) 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.
- (iii) Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- (iv) State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown.
- (v) 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).
- (vi) Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

g. 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.

h. 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.

i. 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 because 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.

j. Notwithstanding paragraphs 4(h) and (i), Sponsor shall comply with all State and Federal retention of records requirements.

k. 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.

l. 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.

m. 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.

n. 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.

o. 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.

(e) All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.

(f) 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 pick-up 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:

- (1) 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, therefore.
- (2) Any costs for clean-up in excess of the security deposit incurred by Casitas and

billed to Sponsor.

(g) **One-thousand-dollar (\$1000.00)** 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 paragraph 1(a) above with Casitas. This amount will be applied towards fees due referenced in Section 2(a) through 2(d).

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(h) 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 of ten (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 2(e).

(i) 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.

(j) 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.

(k) Sponsor will provide information regarding transportation programs for attendees. Transportation information should be outlined and promoted on the Event website.

(l) Failure of Sponsor to carry out 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 Item 29 below. Casitas shall have no liability to Sponsor for such termination.

(m) 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 clear of people attending the Event.

(n) 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.

(o) 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.

(p) 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. Sponsor shall include two 25-yard dumpsters in its arrangements.

(r) In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted 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 because 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.
- (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.goldstein@ventura.org.

(s) Sponsor shall always provide adult crossing guards for the crosswalks during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with handheld, 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.

(t) Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed on Page 1, Item 3, a lighting plan will not be applicable for this Event.

(u) Sponsor shall have non-exclusive use to set up two (2) days prior to the Event. Sponsors shall have exclusive use from the end of day use hours after setting up until the end of day use hours immediately following the Event. Sponsor shall have non-exclusive use for take-down two (2) days immediately following the Event.

(v) 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.

(w) 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.

(x) 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.

3. 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) recycling containers as provided in Section 2(q)(1) above.

(b) Fifty (50) tables are 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 crosswalks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.

(d) Encroachment permit 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 ½' 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.

(1) 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, therefore.

4. **Access.** Sponsor ingress and egress to the Event Area will be through the auxiliary gate(s) off Santa Ana Road if available, if not available they will enter through the main gate. The auxiliary gate(s) if used must always be staffed by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Sponsor's and Vendor's shall obtain a valid vehicle entry hang tag(s), which will be allowed to access the Event parking and the LCRA during Lake hours (sunrise – sunset) without incurring additional parking fees. After LCRA hours, Event participants may enter and exit through the main or 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.

5. **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 2 and 6.

6. **Commercial General Liability, Auto & 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) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).

(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 for bodily injury, property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurers equivalent endorsement provided to Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Liquor Liability.** If alcoholic beverages are served, TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
- (3) If Sponsor maintains broader coverage and/or higher limits than the minimums

shown above, then Casitas requires and shall be entitled to the broader coverage and/or higher limits maintained by Sponsor.

- (c) **Required Provisions.** The general liability, auto and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:
- (1) The United States of America (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. The coverage shall contain no special limitations on the scope of protection afforded to Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
 - (2) For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the United States of America (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 United States of America (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) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
 - (4) The Sponsor's insurance shall apply separately to the insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) 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.
 - (6) Such liability insurance shall indemnify the Sponsor against loss from liability imposed by law upon, or assumed under contract by, the Sponsor for damages on account of such bodily injury (including death), property damage, and personal injury.
 - (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(d) **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

(e) **Acceptability of Insurers.** All 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-: VII or equivalent or as otherwise approved by Casitas.

(f) **Workers' Compensation & Employer's Liability Insurance.** By his/her signature hereunder, Sponsor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Sponsor shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Sponsor shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Sponsor, Sponsor shall execute a California Workers' Compensation Law Certificate of Exemption.

(g) **Evidence of Insurance.** No later than thirty (30) days prior to the Event, Sponsor, vendors, wineries, and breweries shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include (c) Required Provisions (1) through (7) above.

(h) The Sponsor shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to the event, Casitas shall, at its sole option, obtain such insurance coverage and charge Sponsor the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide the required insurance coverage may result in the loss of the use of the facility. Sponsor shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

7. **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 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 United States of America (Bureau of Reclamation), Casitas, or its directors, officers, employees, or authorized volunteers.

8. **Overnight Camping in the Event Area.** Sponsors 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 wastewater shall be discharged onto the ground. All wastewaters 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.

9. **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.

10. **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.

11. **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.

12. **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".

13. **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.

14. **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.

15. **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 based on 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.

16. **Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered 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.

17. **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.

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

19. **Termination.** This Agreement shall terminate on August 31, 2028, unless sooner terminated pursuant to subsections 1(a) 2(l) hereof.

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

CMWD: Joe Martinez, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Cell: (805) 223-3331
Email: jmartinez@casitaswater.com

22. **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:
Joe Martinez, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Cell: (805) 223-3331
Email: jmartinez@casitaswater.com

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2024.

SPONSOR:
ROTARY CLUB OF OJAI WEST FOUNDATION, INC.

By: _____
President

CASITAS:
CASITAS MUNICIPAL WATER DISTRICT

By: _____
President, Richard Hajas

CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA

DATE: February 9, 2024
 TO: Michael Flood, General Manager
 FROM: Joe Martinez III, Park Services Manager
 SUBJECT: Recreation Area Monthly Report for December 2023

Visitation Numbers

The following is a comparison of visitations for Dec 2023

	Dec 2023	Dec 2022	Nov 2023
Visitor Days	27,092	18,512	41,084
Camps	2,171	1,887	3,620
Cars	6,773	4,628	10,271
Boats	117	109	140
Kayaks & Canoes	0	0	0

Visitor Day Totals for Fiscal Year through Dec 2023	
2022/2023	477,161
2023/2024	676,043
Difference	198,882
%Change	+41.7

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, we continued to see an improvement from the prior year in all areas, from day use to camping. In the first six months of this fiscal year, we are up 42 percent from last year in total visitations to date. As we continue to upgrade and improve the campsites and infrastructure, I believe the draw will continue year-round.

There were no fishing tournaments held in December, but there was a total of 283 vessel tags reissued, and 7 new vessel tags issued. There were 14 vessel inspections scheduled with 8 passing. The monthly night fishing from the shoreline was held on Christmas weekend.

Maintenance began focusing on the Water Park and preparing for the upcoming season by completing upgrades to the electrical system, new filtration pipes, motors, pumps, chemical tanks, and the operating system for the new Media Filtration system. There is also much work needed in and around the Lazy River.

Maintenance, LCRA and Casitas Water Adventure staff have been hard at work inspecting and addressing maintenance issues at the Lazy River, mainly clearing debris from the return lines, vaults, electrical, landscaping, irrigation, pumps, motors, and patch work. LCRA and CWA staff have also been visiting local schools for recruitment for the upcoming season.

Revenue Reporting

The 23/24 FY total for the month of December continues to show improvement monthly. The FY figures are unaudited and 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.

