



Board of Directors

Brian Brennan, Director
Pete Kaiser, Director

Neil Cole, Director
Richard Hajas, Director

CASITAS MUNICIPAL WATER DISTRICT
Meeting to be held at the

April 28, 2021 @ 4:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

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

CS1. CALL TO ORDER - CLOSED SESSION - 4:00 P.M.

CS2. ROLL CALL

CS3. PUBLIC COMMENTS: Public Comments on Closed Session Items

CS4. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

1. CALL TO ORDER - REGULAR SESSION - 5:00 P.M.

2. ROLL CALL

3. CLOSED SESSION REPORT
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a. Accounts Payable Report.
[Accounts Payable Report 04-28-21.pdf](#)
 - 6.b. Minutes of the April 14, 2021 Board Meeting.
[4 14 2021 Min.pdf](#)
7. ACTION ITEMS
 - 7.a. Authorize professional services agreement for right-of-way and property appraisal services with Hamner, Jewell and Associates for the Ventura-Santa Barbara Counties Intertie in the amount of \$91,880.
[Board Memo_HJA 20210428.pdf](#)
[HJA Proposal - Ventura -SB Intertie Project - 2020 \(August 21, 2020\).pdf](#)
[Agreement_HJA_20210428.pdf](#)
 - 7.b. Set a hearing for 2021 Lake Casitas Recreation Area fee adjustments to be held on May 26, 2021.
[Board Memo on setting of 2021 LCRA Fee Hearing 042821.pdf](#)
[User.Fee.survey 2020_21 ATT1.pdf](#)
 - 7.c. Approval of an amendment for the extension of the Casitas Water Adventure Snack Bar Concession Contract for a period of one year (January 11, 2023).
[Board Memo on CWA Snack Bar Concessionaire Agreement 042821.pdf](#)
[Snack Bar Concession Agreement 011117 ATT2.pdf](#)
 - 7.d. Presentation and approval of an equity fleet leasing contract with Enterprise Fleet Management Inc. for a pilot program of the acquisition of seven vehicles.
[Board Memo for the Enterprise Fleet Equity Leasing Presentation 042821.pdf](#)
[CMWD - EFM Synopsis - 4.8.21 \(2\).pdf](#)
[Enterprise Master Equity Lease Agreement ATT1.pdf](#)
[Enterprise Maintenance Agreement ATT2.pdf](#)
[Enterprise Consignment Auction Agreement for Sale of Customer Owned Vehicles ATT3.pdf](#)
[Enterprise Agreement to Sell FM Customer Vehicles - Assignment Agreement ATT4.pdf](#)
[Enterprise Assignment Agreement - Exhibit A ATT5.pdf](#)
 - 7.e. Approval of updated Casitas MWD Director Appointment Requirements and Guidelines.

8. DISCUSSION ITEMS/PRESENTATIONS

- 8.a. Discussion of Casitas MWD Fiscal Year 2022 Water Supply and Financial Planning.
- 8.b. Public Relations Consultant Update on Public Information Items - Fiona Hutton and Associates.

9. INFORMATION ITEMS

- 9.a. Monthly Engineering Report.
[BoardMemo202104.pdf](#)
[April_2021_8x11_Done_ver2.pdf](#)
- 9.b. Monthly Hydrology Report.
[Hydrology March 2021.pdf](#)
- 9.c. Recreation Committee Minutes.
[Rec Minutes 040921.pdf](#)
- 9.d. Finance Committee Minutes.
[Finance Minutes 041621.pdf](#)

10. GENERAL MANAGER COMMENTS

11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

12. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 04/01/21 - 04/21/21
Presented to the Board of Directors For Approval April 28, 2021

Check	Payee		Description	Amount
001035	Payables Fund Account	# 9759651478	Accounts Payable Batch 040721	\$ 747,195.44
001036	Payables Fund Account	# 9759651478	Accounts Payable Batch 041421	\$ 111,636.42
001037	Payables Fund Account	# 9759651478	Accounts Payable Batch 042121	\$ 771,849.78
				<u>\$ 1,630,681.64</u>
001038	Payroll Fund Account	# 9469730919	Estimated Payroll 05/06/21	\$ 234,000.00
			Total	<u><u>\$ 1,864,681.64</u></u>

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

The above numbered checks, 001035-001038 have been duly audited is hereby certified as correct.



 Janyne Brown, Chief Financial Officer

 Signature

 Signature

 Signature

A/P Fund

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

- 001035 A/P Checks: 042581-042657
 A/P Draft 000138-000142
 Voids:
 042616 - Meiners Oaks Ace Hardware - Continuation of detail of check 042615
 042617 - Meiners Oaks Ace Hardware - Continuation of detail of check 042615
 042618 - Meiners Oaks Ace Hardware - Continuation of detail of check 042615

- 001036 A/P Checks: 042658-042713
 A/P Draft 000143
 Voids:
 042688 - J.W. Enterprises - Continuation of detail of check 042687
 042713 - RP Barricade - Sent to accounting software as exemple to fix digital signature

- 001037 A/P Checks: 042714-042784
 A/P Draft 000144-000148
 Voids:



Janyne Brown , Chief Financial Officer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 04/03/21
Pay Date 04/08/21
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown
Jayne Brown

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

CERTIFICATION

Payroll disbursements for the pay period ending 04/17/21
Pay Date 04/22/21
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown
Jayne Brown

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	4/07/2021			042616		
	C-CHECK	V	4/07/2021			042617		
	C-CHECK	V	4/07/2021			042618		
	C-CHECK	V	4/14/2021			042688		
01172	RP BARRICADE							
	C-CHECK	VOIDED	V 4/14/2021			042713		154.25CR

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS 0.00		
		VOID CREDITS 154.25CR	154.25CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		5	154.25CR	0.00	0.00
BANK:	TOTALS:	5	154.25CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00128	INTERNAL REVENUE SERVICE							
I-T1 202104051869	Federal Withholding	D	4/07/2021	38,281.62		000138		
I-T3 202104051869	SS Withholding	D	4/07/2021	40,809.86		000138		
I-T4 202104051869	Medicare Withholding	D	4/07/2021	9,544.32		000138		88,635.80
00187	CALPERS							
I-PBB202104051869	PERS BUY BACK	D	4/07/2021	130.46		000139		
I-PBP202104051869	PERS BUY BACK	D	4/07/2021	161.96		000139		
I-PEB202104051869	PEPRA EMPLOYEES PORTION	D	4/07/2021	11,257.25		000139		
I-PEM202104051869	PERS EMPLOYEE PORTION MGMT	D	4/07/2021	1,740.21		000139		
I-PER202104051869	PERS EMPLOYEE PORTION	D	4/07/2021	6,719.94		000139		
I-PRB202104051869	PEBRA EMPLOYER PORTION	D	4/07/2021	12,895.03		000139		
I-PRR202104051869	PERS EMPLOYER PORTION	D	4/07/2021	11,364.15		000139		44,269.00
00180	S.E.I.U. - LOCAL 721							
I-COP202104051869	SEIU 721 COPE	D	4/07/2021	27.50		000140		
I-UND202104051869	UNION DUES	D	4/07/2021	723.75		000140		751.25
00049	STATE OF CALIFORNIA							
I-T2 202104051869	STATE WITHHOLDING (CA)	D	4/07/2021	14,514.81		000141		14,514.81
05790	STATE OF OREGON							
I-T2 202104051869	STATE WITHHOLDING (OR)	D	4/07/2021	459.88		000142		459.88
05810	Controlled Disbursements							
I-033121	Stale Dated Check Fees - ADM	D	4/14/2021	129.00		000143		129.00
00128	INTERNAL REVENUE SERVICE							
I-T1 202104191870	Federal Withholding	D	4/21/2021	38,076.33		000144		
I-T3 202104191870	SS Withholding	D	4/21/2021	40,690.24		000144		
I-T4 202104191870	Medicare Withholding	D	4/21/2021	9,516.22		000144		88,282.79
00187	CALPERS							
I-PBB202104191870	PERS BUY BACK	D	4/21/2021	130.46		000145		
I-PBP202104191870	PERS BUY BACK	D	4/21/2021	161.96		000145		
I-PEB202104191870	PEPRA EMPLOYEES PORTION	D	4/21/2021	11,224.27		000145		
I-PEM202104191870	PERS EMPLOYEE PORTION MGMT	D	4/21/2021	1,687.71		000145		
I-PER202104191870	PERS EMPLOYEE PORTION	D	4/21/2021	6,576.65		000145		
I-PRB202104191870	PEBRA EMPLOYER PORTION	D	4/21/2021	12,857.25		000145		
I-PRR202104191870	PERS EMPLOYER PORTION	D	4/21/2021	11,104.54		000145		43,742.84
00180	S.E.I.U. - LOCAL 721							
I-COP202104191870	SEIU 721 COPE	D	4/21/2021	27.50		000146		
I-UND202104191870	UNION DUES	D	4/21/2021	723.75		000146		751.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-T2 202104191870	STATE WITHHOLDING (CA)	D	4/21/2021	14,403.76		000147		14,403.76
05790	STATE OF OREGON							
I-T2 202104191870	STATE WITHHOLDING (OR)	D	4/21/2021	393.81		000148		393.81
05803	All Purpose Crane Training							
I-12257	Boom Truck Credential Training	R	4/07/2021	5,147.50		042581		5,147.50
09569	ALLCABLE							
I-4024081	Partch Cord Blue - EM	R	4/07/2021	87.12		042582		87.12
03044	Amazon Capital Services							
I-13GV-NJD7-11H3	Power Adaptor - PL	R	4/07/2021	79.34		042583		
I-1FW7-Q4PY-TYJF	Ink Refill for Stamps - DO	R	4/07/2021	23.44		042583		
I-1GQH-XFVQ-QHFM	Split Taper Bushing - LCRA	R	4/07/2021	16.91		042583		
I-1X4Y-4MTG-GDQQ	V-Groove Bit - LCRA	R	4/07/2021	33.45		042583		153.14
00029	AMERICAN TOWER CORP							
I-3562116	Tower Rent-Red Mtn.Rincon Peak	R	4/07/2021	2,196.12		042584		2,196.12
02179	Art Street Interactive							
I-2145	Reservation Sys. Hosting/Maint	R	4/07/2021	549.70		042585		549.70
01242	AUTOMATIONDIRECT.COM INC.							
I-11992646	15" Screen Monitor - TP	R	4/07/2021	4,475.54		042586		4,475.54
00021	AWA OF VENTURA COUNTY							
I-06-13257	Water Wise Training - BOAR	R	4/07/2021	50.00		042587		
I-06-13272	CCWUC Education Training	R	4/07/2021	150.00		042587		200.00
00030	B&R TOOL AND SUPPLY CO							
I-1900956943	Padlocks - EM	R	4/07/2021	623.60		042588		
I-1900957265	Gloves - DO	R	4/07/2021	70.04		042588		693.64
02300	California Door & Hardware							
I-64744	Windows - MAINT	R	4/07/2021	766.49		042589		766.49
09182	CalPERS							
I-100000016383001	Unfunded Accrued Liab. 04/21	R	4/07/2021	50,393.14		042590		50,393.14
00208	CareIQ							
I-6/15030195-1	1102WC200000006 DOS 02/05/21	R	4/07/2021	142.68		042591		142.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05756	Cel Analytical Inc							
I-210311-1079	Giardia Quarterly Sampling-LAB	R	4/07/2021	385.00		042592		385.00
00511	Centers for Family Health							
I-99830	Drug Screening & Physical-LCRA	R	4/07/2021	160.00		042593		160.00
01843	COASTAL COPY							
I-950203	Copier Usage - LCRA	R	4/07/2021	484.90		042594		484.90
00061	COMPUWAVE							
I-SB02096916	Cyberpower Intelligent - ENG	R	4/07/2021	151.22		042595		
I-SB02096933	Adobe Creative Clooud & Photos	R	4/07/2021	2,228.00		042595		2,379.22
00062	CONSOLIDATED ELECTRICAL							
I-9009-1003252	Analog Output - EM	R	4/07/2021	380.29		042596		380.29
01483	CORVEL CORPORATION							
I-6/15030195-1	1102WC200000006 DOS 02/05/21	R	4/07/2021	9.50		042597		
I-C00206484775	Claim # 1102WC200000006	R	4/07/2021	826.80		042597		836.30
01856	CRAMER MARKETING/ FORMERLY DAT							
C-36658b	Accrue Use Tax	R	4/07/2021	15.57CR		042598		
D-36658	Accrue Use Tax	R	4/07/2021	15.57		042598		
I-36658	Gray AP Checks - ADM	R	4/07/2021	246.23		042598		246.23
00079	DANIELS TIRE SERVICE							
I-250111552	Tires - Unit 114	R	4/07/2021	2,169.97		042599		
I-250111837	Tires - Unit 88	R	4/07/2021	2,155.62		042599		4,325.59
01764	DataProse, LLC							
I-DP2101186	UB Mailing 02/21	R	4/07/2021	4,412.35		042600		4,412.35
05806	Deere Credit Inc							
I-032421	Tractor - Dist. MAINT	R	4/07/2021	22,684.23		042601		22,684.23
00616	DICK CORE MARINE							
I-031521	Repair on Unit 289	R	4/07/2021	656.54		042602		656.54
03910	DoiT International USA, INC							
I-IN214000888	Google Apps 03/21	R	4/07/2021	1,488.00		042603		1,488.00
00095	FAMCON PIPE & SUPPLY							
I-S100048658.001	Vault & Vault Extention - PL	R	4/07/2021	10,296.00		042604		
I-S100051280.001	Adj. Pipe Support - UT	R	4/07/2021	145.86		042604		10,441.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00099	FGL ENVIRONMENTAL							
I-103307A	Nitrate Monitoring 03/09/21	R	4/07/2021	43.00		042605		43.00
02720	Garda CL West, Inc.							
I-10630609	Armored Truck Service	R	4/07/2021	827.88		042606		827.88
00121	HACH COMPANY							
I-12383492	DPD & PhosVer 3 Phosphate -LAB	R	4/07/2021	276.21		042607		
I-12387890	Turbidimeter Cells - LAB	R	4/07/2021	419.99		042607		
I-12394276	Turbidimeter Cells - LAB	R	4/07/2021	74.96		042607		771.16
01052	HARBOR FREIGHT TOOLS USA, INC							
I-943871	Magnetic Hooks & Tool Bag-LCRA	R	4/07/2021	15.05		042608		15.05
00127	INDUSTRIAL BOLT & SUPPLY							
I-220320-1	Wedge & Hex Flange - EM	R	4/07/2021	81.72		042609		
I-220369-1	Anchors - EM	R	4/07/2021	216.51		042609		298.23
02344	Janitek Cleaning Solutions							
I-40776A	Janitorial Service - DO	R	4/07/2021	2,477.95		042610		2,477.95
01270	SCOTT LEWIS							
I-March 21	Reimburse Expenses 03/21	R	4/07/2021	2,382.52		042611		2,382.52
05805	Moises Lizama-Mendoza							
I-969845	Camping Cancellation - LCRA	R	4/07/2021	138.00		042612		138.00
05449	Matheson Tri-Gas, Inc.							
I-23349246	Liquid Oxygen - TP	R	4/07/2021	3,408.64		042613		3,408.64
00329	MCMMASTER-CARR SUPPLY CO.							
I-55808563	Silicone Foam Strip - EM	R	4/07/2021	48.50		042614		48.50
00151	MEINERS OAKS ACE HARDWARE							
C-962691	Chamfer Bit Return - LCRA	R	4/07/2021	15.39CR		042615		
I-958489	Cable Ties - SAFETY	R	4/07/2021	4.87		042615		
I-959175	Rope & Spray Paint - FISH	R	4/07/2021	19.88		042615		
I-959423	Power Strips & Cord Extn - EM	R	4/07/2021	86.82		042615		
I-960340	Prime & Wall Texture - EM	R	4/07/2021	92.08		042615		
I-960566	Wall Texture - EM	R	4/07/2021	51.67		042615		
I-960732	Spacking Compounds - EM	R	4/07/2021	45.56		042615		
I-960733	Lumber - EM	R	4/07/2021	14.12		042615		
I-960738	Bit Zip & Tape - LCRA	R	4/07/2021	18.14		042615		
I-960818	Staple Crown - LCRA	R	4/07/2021	19.67		042615		
I-960832	Lumber - EM	R	4/07/2021	4.71		042615		
I-960904	Pliers, Bolts & Screws - LCRA	R	4/07/2021	48.91		042615		
I-960907	Rust Prevention Paint - LCRA	R	4/07/2021	9.74		042615		
I-960969	Drywall & Buckets - LCRA	R	4/07/2021	16.50		042615		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-961137	Swivel Sewer Kit - LCRA	R	4/07/2021	67.88		042615		
I-961230	Plywood & Tape - LCRA	R	4/07/2021	192.97		042615		
I-961266	Screws - LCRA	R	4/07/2021	17.14		042615		
I-961304	Concrete Mix & Mesh Sheets-LCR	R	4/07/2021	42.51		042615		
I-961305	Stucco Mesh Sheets - LCRA	R	4/07/2021	41.80		042615		
I-961503	Painters Tape & Wire Rip Clip	R	4/07/2021	74.66		042615		
I-961543	Paint & Faucet - LCRA	R	4/07/2021	111.21		042615		
I-961590	Sandpaper & Joint Copound-LCRA	R	4/07/2021	59.81		042615		
I-961627	Chalk Paint & Cement - LCRA	R	4/07/2021	208.08		042615		
I-961793	Topping Green Dot - LCRA	R	4/07/2021	12.86		042615		
I-961805	HD Box - LCRA	R	4/07/2021	3.85		042615		
I-961945	Corner Brace - LCRA	R	4/07/2021	29.60		042615		
I-961952	Deadbolts & Disc Flat - LCRA	R	4/07/2021	49.65		042615		
I-962010	Roof Edge & Staples - LCRA	R	4/07/2021	44.41		042615		
I-962011	Roof Edge - LCRA	R	4/07/2021	0.69		042615		
I-962032	Roof Edge - LCRA	R	4/07/2021	5.85		042615		
I-962462	Trimmer Line & Toilet Repair	R	4/07/2021	85.99		042615		
I-962491	Wood Stake, Bolts & Screws-LCR	R	4/07/2021	64.84		042615		
I-962545	Masking Tape & Router Bit-LCRA	R	4/07/2021	80.95		042615		
I-962549	Brass Adapters - LAB	R	4/07/2021	57.84		042615		
I-962552	Dyneema Reel - EM	R	4/07/2021	8.49		042615		
I-962626	Topping Green Dot - LCRA	R	4/07/2021	12.86		042615		
I-962754	Door Hinge & Screws - LCRA	R	4/07/2021	26.72		042615		
I-962964	Paint, Brush & Glasses - LCRA	R	4/07/2021	73.83		042615		
I-963029	Tray Liners & Roller Cover-LCR	R	4/07/2021	14.61		042615		
I-963140	Paint & Brushes - LCRA	R	4/07/2021	89.75		042615		
I-963142	Pickup Tool - LCRA	R	4/07/2021	35.11		042615		
I-963284	Nut Setters & Hammer Handle-LC	R	4/07/2021	27.82		042615		1,959.06
03724	Michael K. Nunley & Associates							
I-8839	Mutual Well#7 Equipment - ENG	R	4/07/2021	11,652.79		042619		
I-8840	Wellfield Eng Tech Svcs - ENG	R	4/07/2021	1,890.57		042619		
I-8841	OWS Wellfield VDF Design - ENG	R	4/07/2021	4,143.28		042619		
I-8842	West Ojai PL Eng Svcs - ENG	R	4/07/2021	3,353.68		042619		
I-8843	OWS-Casitas System Integration	R	4/07/2021	29,551.22		042619		
I-8907	Lion St PL Design - ENG	R	4/07/2021	196.73		042619		50,788.27
03444	Mission Linen Supply							
I-514468515	Uniform Pants - TP	R	4/07/2021	32.54		042620		32.54
00163	OFFICE DEPOT							
I-163546024001	Binders & Print Roll - LAB	R	4/07/2021	51.78		042621		
I-163546028001	Surge Protector - LAB	R	4/07/2021	13.50		042621		65.28

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01570	Ojai Auto Supply							
C-515609a	Engine Brite Cleaner Return	R	4/07/2021	56.70CR		042622		
I-514927	Grse Gun - GARAGE	R	4/07/2021	23.27		042622		
I-515575	Eng ine Brite Cleaner - GARAGE	R	4/07/2021	54.15		042622		
I-515609	16 PB DS Penetrant - GARAGE	R	4/07/2021	28.35		042622		49.07
00165	OJAI LUMBER CO, INC							
I-2103-625138	Fence Post - LCRA	R	4/07/2021	163.60		042623		
I-2103-626265	Bonding Mortar - LCRA	R	4/07/2021	108.83		042623		
I-2103-626601	Tan F/G Shingles - LCRA	R	4/07/2021	177.56		042623		
I-2103-626914	Mortar - LCRA	R	4/07/2021	62.69		042623		
I-2104-628222	Batteries - UT	R	4/07/2021	22.95		042623		535.63
00602	OJAI TRUE VALUE							
I-52874	Cut Rug - UT	R	4/07/2021	48.16		042624		48.16
00169	OJAI VALLEY SANITARY DISTRICT							
I-22994	Cust #20594	R	4/07/2021	293.20		042625		293.20
00169	OJAI VALLEY SANITARY DISTRICT							
I-23069	Cust #52921	R	4/07/2021	58.64		042626		58.64
02495	Pacific Marine Repair Inc.							
I-742104	Repair - Unit 289	R	4/07/2021	837.90		042627		837.90
10072	PERMACOLOR, INC							
I-2104153	Coat 8" Pipe - EM	R	4/07/2021	168.95		042628		168.95
05713	Pops Auto Repair							
I-067	Tires & Balance - Unit 46	R	4/07/2021	1,270.75		042629		1,270.75
00790	PROFORMA							
I-BI85003942A	Uniform Shirts - TP	R	4/07/2021	155.04		042630		155.04
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-10243	Gas Tank Inspection - DO	R	4/07/2021	230.00		042631		
I-10244	Gas Tank Inspection - LCRA	R	4/07/2021	230.00		042631		
I-10261	V/R Electric Reset - LCRA	R	4/07/2021	853.85		042631		
I-10262	V/R Electric Reset - DO	R	4/07/2021	853.85		042631		2,167.70
02756	SC Fuels							
I-1837979-IN	Gas & Diesel - LCRA	R	4/07/2021	3,507.67		042632		3,507.67

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05804	Judith Seegrove							
I-935354	Camping Cancellation - LCRA	R	4/07/2021	1,804.00		042633		1,804.00
00872	Smart Rain							
I-INV-SR053	Weather Station Signal	R	4/07/2021	79.00		042634		79.00
00608	SMITH PIPE & SUPPLY INC.							
I-3727248	Capstone - MAINT	R	4/07/2021	912.71		042635		912.71
02950	Stantec Consulting Services In							
I-1772438	Comprehensive Water Res. Plan	R	4/07/2021	20,747.00		042636		20,747.00
05786	Stericycle, Inc.							
I-8181433148	Shredding Service - DO	R	4/07/2021	144.00		042637		
I-8181620418	Shredding Service - DO	R	4/07/2021	144.00		042637		288.00
01696	SUPERIOR MACHINE							
I-4570	4" Pipe - EM	R	4/07/2021	118.53		042638		118.53
02643	Take Care by WageWorks							
I-12369691	Reimburse Med/Dep Care	R	4/07/2021	200.00		042639		
I-12383019	Reimburse Med/Dep Care	R	4/07/2021	324.33		042639		524.33
05029	Taylor Johannsen							
I-136799	Robles Data Hosting - ENG	R	4/07/2021	120.00		042640		120.00
05808	Sharon Termondt							
I-040521	Damaged Plants - PL	R	4/07/2021	944.68		042641		944.68
01959	The Wharf							
I-138732	Safety Boots - LCRA	R	4/07/2021	100.00		042642		100.00
00317	TIERRA CONTRACTING INC							
I-033121	West Ojai PL Repl. - ENG	R	4/07/2021	372,533.00		042643		372,533.00
00225	UNDERGROUND SERVICE ALERT							
I-320210096	CAS01 New Ticket Charges	R	4/07/2021	214.60		042644		
I-dsb20201326	Regulatory Coasts - ENG	R	4/07/2021	110.30		042644		324.90
00254	VENTURA LOCKSMITHS							
I-LM 32221-9	Car Key w/Chip - UT	R	4/07/2021	134.69		042645		134.69
00257	VENTURA RIVER WATER DISTRICT							
I-033121a	Acct#5-37500A	R	4/07/2021	43.72		042646		
I-033121b	Acct#3-50100A	R	4/07/2021	10.00		042646		53.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01396	VULCAN CONSTRUCTION MATERIALS Recycle Asphalt - PL	R	4/07/2021	500.00		042647		500.00
00663	WAXIE SANITARY SUPPLY Janitorial Supplies - LCRA	R	4/07/2021	891.84		042648		891.84
00330	WHITE CAP CONSTRUCTION SUPPLY Wacket Neuson PT2 - PL	R	4/07/2021	468.22		042649		468.22
05795	William Ray Consulting LLC TNI Document Development - LAB	R	4/07/2021	1,049.72		042650		1,049.72
04010	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	4/07/2021	386.30		042651		386.30
02823	Franchise Tax Board STATE TAX GARNISHMENT	R	4/07/2021	500.00		042652		500.00
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	4/07/2021	375.00		042653		
	I-DI%202104051869 DEFERRED COMP PERCENT	R	4/07/2021	97.66		042653		472.66
00985	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R	4/07/2021	480.77		042654		
	I-DCN202104051869 DEFERRED COMP FLAT	R	4/07/2021	7,974.34		042654		
	I-DN%202104051869 DEFERRED COMP PERCENT	R	4/07/2021	401.05		042654		8,856.16
1	CITY OF OJAI US REFUND	R	4/07/2021	243.97		042655		243.97
1	STANDARD INDUSTRIES US REFUND	R	4/07/2021	462.50		042656		462.50
1	HARROLD, DARLA US REFUND	R	4/07/2021	14.40		042657		14.40
00010	AIRGAS USA LLC Welding Supplies - TP	R	4/14/2021	786.47		042658		786.47
03044	Amazon Capital Services Poison Ivy Relief - SAFETY	R	4/14/2021	40.20		042659		
	I-16W4-NLCY-3PQK Microwave Oven - MAINT	R	4/14/2021	170.51		042659		
	I-1FYX-9Y71-G4QT Channel Relay Module - EM	R	4/14/2021	25.64		042659		
	I-1MT4-GN9V-L17N Stamp Ink - ADM	R	4/14/2021	8.74		042659		
	I-1MX9-LW9Y-Q6M7 Chainsaw Chap & Trimmer Harnes	R	4/14/2021	193.93		042659		
	I-1R69-J9XG-LQ97 Social Distancing Carpet Signs	R	4/14/2021	177.03		042659		
	I-1T73-KWNM-NQQM Lubricant - EM	R	4/14/2021	25.55		042659		
	I-1THT-PF3Q-66F3 Docking Station - ADM	R	4/14/2021	240.37		042659		
	I-1YYT-DXQ7-Y3WG Toner - DO	R	4/14/2021	138.88		042659		1,020.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00014	AQUA-FLO SUPPLY							
I-SI1711522	Brass Nipple & Brass Ell - PL	R	4/14/2021	90.98		042660		90.98
01703	ARNOLD LAROCHELLE MATTHEWS							
I-2792	Metter #5088-001 03/21	R	4/14/2021	4,461.31		042661		
I-2793	Annexation El Toro 03/21	R	4/14/2021	300.00		042661		4,761.31
01666	AT & T							
I-000016305588	Local, Regional, Long Distance	R	4/14/2021	1,238.39		042662		1,238.39
00018	AT & T MOBILITY							
I-287290467941X0421	Acct#287290467941	R	4/14/2021	245.57		042663		245.57
03429	AT&T							
I-3126594697	Acct#80030939773	R	4/14/2021	18.81		042664		18.81
00030	B&R TOOL AND SUPPLY CO							
I-1900957408	Cleaning Tissues - UT	R	4/14/2021	28.05		042665		
I-1900957505	Potable Water Hose - UT	R	4/14/2021	2,286.67		042665		2,314.72
03977	Scot Byron							
I-041321	Reimburse Expenses 04/21	R	4/14/2021	180.00		042666		180.00
00463	Cal-Coast Machinery							
I-683721	Cutting Edge - MAINT	R	4/14/2021	622.43		042667		622.43
03021	Central Communications							
I-000020-792-101	Call Center 03/21	R	4/14/2021	99.05		042668		99.05
03978	Virgil Clary							
I-Feb 21	Reimburse Expenses 02/21	R	4/14/2021	44.07		042669		
I-Mar 21	Reimburse Expenses 03/21	R	4/14/2021	18.48		042669		62.55
05809	Clean Earth Enviromental Solut							
I-72403106660	Disposal of Hazardous Waste	R	4/14/2021	106.00		042670		106.00
00719	CORELOGIC INFORMATION SOLUTION							
I-82075806	Realquest Subscription	R	4/14/2021	137.50		042671		137.50
02722	D&H Water Systems							
I-I2021-0359	Chlorine Parts - TP	R	4/14/2021	6,769.60		042672		6,769.60
00081	DELTA LIQUID ENERGY							
I-092573	Propane - TP	R	4/14/2021	413.56		042673		413.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02544	Department of Justice Fingerprinting - LCRA	R	4/14/2021	196.00		042674		196.00
05154	Dex YP Yellow Pages - LCRA/DO	R	4/14/2021	25.00		042675		25.00
02667	Digital Telecommunications Cor Phone Lines - ADM	R	4/14/2021	235.00		042676		
	I-41307 Remote Programming - ADM	R	4/14/2021	100.00		042676		335.00
00086	E.J. Harrison & Sons Inc Acct#500766090	R	4/14/2021	985.66		042677		985.66
00095	FAMCON PIPE & SUPPLY Ball Corp - PL	R	4/14/2021	137.28		042678		
	I-S100051514.001 Clamps Repairs - PL	R	4/14/2021	687.58		042678		
	I-S100051555.001 Bushing, Nipple & Flange - PL	R	4/14/2021	123.34		042678		
	I-S100051645.001 Meter Adapter & 45 Elbow - PL	R	4/14/2021	645.11		042678		1,593.31
00093	FEDERAL EXPRESS Shipping - LAB	R	4/14/2021	31.24		042679		31.24
10229	FENCE FACTORY - VENTURA Toilet Rental - LCRA	R	4/14/2021	2,400.00		042680		2,400.00
00013	FERGUSON ENTERPRISES INC Wes20 Inst Kit - LCRA	R	4/14/2021	60.64		042681		60.64
00101	FISHER SCIENTIFIC MacConkey Agar Plates - LAB	R	4/14/2021	37.07		042682		37.07
04467	General Pump Company, Inc. San Antonio Well #4 Rehab- ENG	R	4/14/2021	8,559.90		042683		8,559.90
00121	HACH COMPANY Mono Kemchey & Bufferkits - TP	R	4/14/2021	1,235.60		042684		
	I-12404169 Chemkey Recycling Program -LAB	R	4/14/2021	122.24		042684		1,357.84
02288	Hopkins Technical Products, In Inject Valve - TP	R	4/14/2021	140.94		042685		140.94
00127	INDUSTRIAL BOLT & SUPPLY Nuts & Bolts - PL	R	4/14/2021	201.83		042686		
	I-220519-1 Nuts & Bolts - PL	R	4/14/2021	265.55		042686		467.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09910	J.W. ENTERPRISES							
I-334829	CT Pumping - AVE 1PP	R	4/14/2021	76.50		042687		
I-334830	CT Pumping - VILLANOVA	R	4/14/2021	76.50		042687		
I-334831	CT Pumping - OVPP	R	4/14/2021	76.50		042687		
I-334832	CT Pumping - 4M PP	R	4/14/2021	76.50		042687		
I-334833	CT Pumping - GRAND AVE.	R	4/14/2021	76.50		042687		
I-334834	CT Pumping - 4M RES.	R	4/14/2021	76.50		042687		
I-334835	CT Pumping - SA PLANT	R	4/14/2021	153.00		042687		
I-334836	CT Pumping - UPPER OJAI RES.	R	4/14/2021	76.50		042687		
I-334837	CT Pumping - 3M PUMP	R	4/14/2021	76.50		042687		
I-334838	CT Pumping - SIGNAL RES.	R	4/14/2021	76.50		042687		
I-334839	CT Pumping - FAIRVIEW RES.	R	4/14/2021	76.50		042687		
I-334840	CT Pumping - CASITAS DAM	R	4/14/2021	76.50		042687		
I-334841	CT Pumping - RINCON TANK	R	4/14/2021	76.50		042687		
I-334842	CT Pumping - BATES RES.	R	4/14/2021	76.50		042687		1,147.50
02129	Tracy Medeiros							
I-041421	1102WC180000001 04/03-04/16/21	R	4/14/2021	580.00		042689		580.00
00151	MEINERS OAKS ACE HARDWARE							
I-962501	Gloves & Plastic Tray - EM	R	4/14/2021	41.34		042690		
I-962624	Trash Bags & Galss Cleaner -TP	R	4/14/2021	30.59		042690		
I-962941	Storage Box & Penetrating Oil	R	4/14/2021	42.39		042690		
I-963125	Pliers & Valve Caps - MAINT	R	4/14/2021	47.00		042690		
I-963143	Gloves & Cut Wheels - TP	R	4/14/2021	104.43		042690		
I-963156	Blade & Cobbert Duster - EM	R	4/14/2021	27.87		042690		
I-963530	Glue, Tape & Painting Brush-TP	R	4/14/2021	122.34		042690		
I-963562	Pipe Insulation - FISH	R	4/14/2021	16.84		042690		
I-963752	Ball Valve - PL	R	4/14/2021	70.24		042690		503.04
03444	Mission Linen Supply							
I-514513176	Uniform Pants - PL	R	4/14/2021	33.71		042691		
I-514513177	Uniform Pants - MAINT	R	4/14/2021	26.41		042691		
I-514513181	Uniform Pants - TP	R	4/14/2021	32.54		042691		92.66
03845	Oakridge Geoscience, Inc.							
I-048.014-01	Sand & Asphalt Testing - ENG	R	4/14/2021	4,880.00		042692		4,880.00
00163	OFFICE DEPOT							
I-165691195001	Shredder - TP	R	4/14/2021	319.06		042693		319.06
01882	OJAI BASIN GROUNDWATER							
I-033121	Quarterly Pumping Fee	R	4/14/2021	15,362.10		042694		15,362.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00884	OJAI TERMITE & PEST CONTROL, I I-214531 Monthly Rodent Service - MAINT	R	4/14/2021	75.00		042695		75.00
05713	Pops Auto Repair I-069 Tires - Units 45 I-070 Water Pump Radiator - Unit 23	R R	4/14/2021 4/14/2021	1,159.95 1,800.63		042696 042696		2,960.58
00184	POWERSTRIDE BATTERY CO, INC I-V604621 Battery - LCRA	R	4/14/2021	82.23		042697		82.23
01439	PRECISION POWER EQUIPMENT I-58767 EA Line - MAINT I-58768 Helmet System - MAINT	R R	4/14/2021 4/14/2021	124.99 80.80		042698 042698		205.79
02936	Priority Safety Services, LLC I-21-1892 Respirator Fit Testing - MAINT	R	4/14/2021	80.00		042699		80.00
00790	PROFORMA I-BI85003873A Window Envelopes - ADM I-BI85003970A Uniform T Shirts - FISH I-BI85004005A Gloves - ADM	R R R	4/14/2021 4/14/2021 4/14/2021	668.05 233.53 48.49		042700 042700 042700		950.07
00215	SOUTHERN CALIFORNIA EDISON I-033121 Acct#2397969643 I-033121b Acct#2210505426 I-033121c Acct#2210503702 I-033121d Acct#2210507034	R R R R	4/14/2021 4/14/2021 4/14/2021 4/14/2021	8,571.27 604.47 8,298.22 9,833.08		042701 042701 042701 042701		27,307.04
05786	Stericycle, Inc. I-8181811651 Shredding Service - DO	R	4/14/2021	143.76		042702		143.76
02703	Sunbelt Rentals I-105170290-001 Emergency Generator Rental -EM I-111658323-0001 Mini Excavator Rental - PL	R R	4/14/2021 4/14/2021	2,759.35 323.50		042703 042703		3,082.85
02643	Take Care by WageWorks I-12407625 Reimburse Med/Dep Care	R	4/14/2021	258.60		042704		258.60
02778	Traffic Management, Inc. I-720899 Quipment Delivery - ENG	R	4/14/2021	150.00		042705		150.00
03529	Trench Plate Rental Co. I-283593 Traffice Plate Rental - PL I-286769 Tranch Plate Rental - PL	R R	4/14/2021 4/14/2021	287.50 2,203.75		042706 042706		2,491.25

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03206	U.S. Bank Global Corporate Tru							
I-5948489	2013-1 2019 Special Tax Bonds	R	4/14/2021	2,500.00		042707		2,500.00
00246	VENTURA COUNTY AIR POLLUTION							
I-1044192	VCAPCD Permit - SA Generator	R	4/14/2021	623.00		042708		623.00
09955	VENTURA WHOLESALE ELECTRIC							
I-264411	Freight Charge - ENG	R	4/14/2021	331.55		042709		
I-264413	Cable Ties - EM	R	4/14/2021	9.70		042709		
I-264521	Galv Channel & Clamp - EM	R	4/14/2021	54.95		042709		396.20
00247	County of Ventura							
I-312121	Encroachment Permit PE210164	R	4/14/2021	785.00		042710		
I-312137	Encroachment Permit PE2005752	R	4/14/2021	170.00		042710		
I-312509	Encroachment Permit PE210294	R	4/14/2021	370.00		042710		1,325.00
00250	COUNTY OF VENTURA							
I-IN0211847	CUPA Permits - DO	R	4/14/2021	2,812.21		042711		
I-IN0211854	CUPA & CALARP Fee - TP	R	4/14/2021	3,667.84		042711		6,480.05
01283	Verizon Wireless							
I-9876885230	Monthly Cell Charges - LCRA	R	4/14/2021	3,820.18		042712		
I-9876885682	Monthly Cell Charges - LCRA	R	4/14/2021	633.69		042712		4,453.87
00004	ACWA JOINT POWERS INSURANCE AU							
I-0665240	Health Insurance 05/21	R	4/21/2021	171,311.53		042714		171,311.53
00010	AIRGAS USA LLC							
I-9111983719	Safety Glasses - UT	R	4/21/2021	65.19		042715		
I-9978871879	Gas Cylinder Rental	R	4/21/2021	348.12		042715		413.31
03044	Amazon Capital Services							
I-139K-499P-1VLN	Transfer Switch - EM	R	4/21/2021	203.68		042716		
I-17LG-WJFC-Q4NF	Batteries - SAFE	R	4/21/2021	31.09		042716		
I-1C3G-L49J-1RXM	File Zipper Bags - EM	R	4/21/2021	27.86		042716		
I-1CYL-GYVV-366L	Gripbelt Sheave - Unit 267	R	4/21/2021	73.48		042716		
I-1GHX-VK6W-FWW9	TV Wall Mount - LCRA	R	4/21/2021	94.71		042716		
I-1N7Q-934G-V33K	Desk Chair - ADM	R	4/21/2021	96.50		042716		
I-1TCM-C4LK-GP77	Rechargable Batteries - PL	R	4/21/2021	632.70		042716		1,160.02
00022	AMERICAN WATER WORKS ASSOC.							
I-7001919461	AWWA Standards - ENG	R	4/21/2021	850.00		042717		850.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02695	AMS Global Inc.							
I-14201637	Lifting & Shut Off Membrane-LC	R	4/21/2021	149.00		042718		149.00
00014	AQUA-FLO SUPPLY							
I-SI1711533	6" Sewer Pipe & Wire - PL	R	4/21/2021	180.65		042719		
I-SI1712658	Cable Weight - EM	R	4/21/2021	14.48		042719		
I-SI1714243	Bell Reducer & Nipple - TP	R	4/21/2021	8.51		042719		
I-SI1715763	Adapters & Fitting - LCRA	R	4/21/2021	65.23		042719		268.87
01666	AT & T							
I-000016356183	Acct#9391035541	R	4/21/2021	176.29		042720		176.29
03429	AT&T							
I-4255681607	Acct#831009376326	R	4/21/2021	1,302.40		042721		1,302.40
03429	AT&T							
I-6893290600	Acct#8310009376372	R	4/21/2021	1,302.40		042722		1,302.40
00030	B&R TOOL AND SUPPLY CO							
I-1900957378	Rotary Hammer - MAINT	R	4/21/2021	214.42		042723		
I-1900957503	Bib Arpon & Gloves - UT	R	4/21/2021	350.61		042723		
I-1900957504	NPT Taps & Screw Extractor -UT	R	4/21/2021	477.06		042723		
I-1900957567	Chevron GST Turbine Oil - TP	R	4/21/2021	153.86		042723		
I-1900957627	Potable Hoses - PL	R	4/21/2021	4,573.34		042723		
I-1900957958	Hole Saw & Bit Extension - LAB	R	4/21/2021	63.29		042723		5,832.58
03207	BMI PacWest Inc.							
I-015215	A/C Repair - LCRA	R	4/21/2021	923.08		042724		923.08
00756	BOARD OF EQUALIZATION							
I-033120b	Use Tax Return 15300115	R	4/21/2021	1,519.98		042725		1,519.98
00756	BOARD OF EQUALIZATION							
I-042021	Use Tax Return 15300115	R	4/21/2021	1,654.00		042726		1,654.00
00756	BOARD OF EQUALIZATION							
I-063020b	Use Tax Return 15300115	R	4/21/2021	34,761.34		042727		34,761.34
00756	BOARD OF EQUALIZATION							
I-093020b	Use Tax Return 15300115	R	4/21/2021	1.39		042728		1.39
00463	Cal-Coast Machinery							
I-685208	Blades - LCRA	R	4/21/2021	146.80		042729		146.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03702	Cannon Corporation							
I-76021	Rice Bridge Replacement - ENG	R	4/21/2021	213.00		042730		
I-76022	Grand & Lion PL Design - ENG	R	4/21/2021	3,237.00		042730		3,450.00
00055	CASITAS BOAT RENTALS							
I-Mar 21	Gas for Boats - LCRA	R	4/21/2021	361.92		042731		361.92
00060	COASTLINE EQUIPMENT							
I-787705	Case Backhoe Repair - Unit 116	R	4/21/2021	1,436.42		042732		1,436.42
00062	CONSOLIDATED ELECTRICAL							
I-9009-1002719	Studio 5000 Training - EM	R	4/21/2021	585.29		042733		585.29
01483	CORVEL CORPORATION							
I-1026775	Claim # 1102WC200000006	R	4/21/2021	1,155.00		042734		
I-6/15084682-1	1102WC180000001 DOS 03/03/21	R	4/21/2021	9.50		042734		
I-6/15097574-1	1102WC200000006 DOS 02/23/21	R	4/21/2021	13.20		042734		1,177.70
02480	David Taussig & Associates, In							
I-2103367	D20-00115 CFD Tax Admin	R	4/21/2021	266.70		042735		266.70
00662	Diamond A Equipment							
I-P49393	Blades - Unit 277	R	4/21/2021	131.50		042736		131.50
00086	E.J. Harrison & Sons Inc							
I-1670	Acct#500546088	R	4/21/2021	922.09		042737		922.09
00086	E.J. Harrison & Sons Inc							
I-28509	Acct#1C00114748	R	4/21/2021	60.00		042738		60.00
00086	E.J. Harrison & Sons Inc							
I-28612	Acct#1C00053370	R	4/21/2021	271.77		042739		271.77
00086	E.J. Harrison & Sons Inc							
I-28633	Acct#1C00054240	R	4/21/2021	424.98		042740		424.98
00095	FAMCON PIPE & SUPPLY							
I-S100051732.001	Mussel Shoals Parts - PL	R	4/21/2021	3,457.74		042741		3,457.74
00093	FEDERAL EXPRESS							
I-7-341-93076	Shipping - UT/EM	R	4/21/2021	67.64		042742		67.64
00099	FGL ENVIRONMENTAL							
I-103614A	Lake Nutrient Monitoring 03/12	R	4/21/2021	3,439.00		042743		
I-103616A	OWS San Antonio TP 03/11/21	R	4/21/2021	15.00		042743		
I-103618A	OWS San Antonio TP 03/11/21	R	4/21/2021	30.00		042743		
I-103619A	Nitrate Monitoring 03/16/21	R	4/21/2021	47.00		042743		
I-103995A	Nitrate Monitoring 03/23/21	R	4/21/2021	47.00		042743		
I-104273A	Nitrate Monitoring 03/30/21	R	4/21/2021	47.00		042743		3,625.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04858	Fiona Hutton & Associates, Inc PR Consulting Services - PR	R	4/21/2021	8,002.53		042744		8,002.53
00104	FRED'S TIRE MAN Tires - Unit 277	R	4/21/2021	136.53		042745		136.53
05746	Hasa Inc. Chlorine for Ojai Sys. - TP	R	4/21/2021	1,562.13		042746		1,562.13
00596	HOME DEPOT Twist Rope - LCRA Power Outlet - LCRA Power Outlet - LCRA Mini Radar - LCRA	R R R R	4/21/2021 4/21/2021 4/21/2021 4/21/2021	683.03 56.91 68.47 21.63		042747 042747 042747 042747		830.04
00125	IDEXX DISTRIBUTION CORP Lab Supplies - LAB	R	4/21/2021	404.91		042748		404.91
00127	INDUSTRIAL BOLT & SUPPLY Nuts & Bolts - EM	R	4/21/2021	19.50		042749		19.50
05744	Kear Groundwater Hydrogeologic Services - HOBO	R	4/21/2021	2,340.00		042750		2,340.00
02598	Konecranes, Inc. Cranes Inspected - TP	R	4/21/2021	2,433.15		042751		2,433.15
00329	MCMMASTER-CARR SUPPLY CO. Bushing Adapter - LAB	R	4/21/2021	101.02		042752		101.02
00151	MEINERS OAKS ACE HARDWARE Drywall Return - LCRA Paint & Line Trimer - LCRA Wire Conector & Ground Recepta Paint - LCRA Screw - MAINT Fittings & Fance Wire - LCRA Sponge - LCRA Plywood - LCRA Glue Floor - LCRA	R R R R R R R R R R	4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021	34.40CR 51.69 78.28 89.10 16.39 38.20 2.43 162.33 18.52		042753 042753 042753 042753 042753 042753 042753 042753 042753		422.54
03444	Mission Linen Supply Uniform Pants - PL Uniform Pants - MAINT Uniform Pants - PL Uniform Pants - MAINT Uniform Pants - TP	R R R R R	4/21/2021 4/21/2021 4/21/2021 4/21/2021 4/21/2021	33.71 26.41 33.71 26.41 32.54		042754 042754 042754 042754 042754		152.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01570	Ojai Auto Supply							
C-516956	FP Kit Return - GARAGE	R	4/21/2021	63.22CR		042755		
I-516526	Low Brake & Fluid - Unit 4	R	4/21/2021	61.20		042755		
I-516567	Battery & Brake Cylinder - Un4	R	4/21/2021	106.43		042755		
I-516640	Pump Fuel - LCRA	R	4/21/2021	32.33		042755		
I-516641	FP Kit & Fuel Filter - GARAGE	R	4/21/2021	82.21		042755		218.95
00912	OJAI BUSINESS CENTER, INC							
I-15926	Color Copies & Lamination-PR&L	R	4/21/2021	255.74		042756		255.74
00602	OJAI TRUE VALUE							
I-52883	Towels - LAB	R	4/21/2021	17.15		042757		17.15
00168	OJAI VALLEY NEWS							
I-300039387	Notice of Vacancy - BOARD	R	4/21/2021	132.00		042758		132.00
00686	POLLARD WATER							
I-0188859	Liquid Dechlorination DeviceTP	R	4/21/2021	1,324.33		042759		1,324.33
05713	Pops Auto Repair							
I-068	Water Pump & A/C - Unit 47	R	4/21/2021	880.53		042760		
I-071	Oil Servcie - Unit 14	R	4/21/2021	254.62		042760		1,135.15
00184	POWERSTRIDE BATTERY CO, INC							
I-V604630	Batery - LCRA	R	4/21/2021	82.23		042761		82.23
00790	PROFORMA							
I-BI85003989A	Disposable Mask	R	4/21/2021	969.75		042762		969.75
00306	Rincon Consultants, Inc.							
I-29627	VTA-Carp Intertie Service-ENG	R	4/21/2021	3,538.25		042763		
I-29769	West Ojai PL Replecement - ENG	R	4/21/2021	27,310.64		042763		
I-29772	Rincon Main Emerg Relec EnvENG	R	4/21/2021	396.00		042763		
I-29773	Robles Prog. Permits - ENG	R	4/21/2021	4,948.50		042763		36,193.39
00313	ROCK LONG'S AUTOMOTIVE							
I-31789	Oil Servcie - Unit 8	R	4/21/2021	150.90		042764		150.90
01172	RP BARRICADE							
I-59261	Barricades - ENG	R	4/21/2021	154.25		042765		154.25
02756	SC Fuels							
I-1850089-IN	Gas - DO	R	4/21/2021	6,205.63		042766		6,205.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05807	Sealevel Systems, Inc.							
I-170153	Sealevel Remote Monitoring-ENG	R	4/21/2021	677.07		042767		677.07
05793	Sharp Imaging Medical Group In							
I-6/15084682-1	1102WC180000001 DOS 03/03/21	R	4/21/2021	3,750.00		042768		3,750.00
00215	SOUTHERN CALIFORNIA EDISON							
I-033121e	Acct#2210507034	R	4/21/2021	54.84		042769		
I-040821	Acct#700028645962	R	4/21/2021	48,284.22		042769		
I-040921	Acct#700009638309	R	4/21/2021	20.00		042769		48,359.06
02950	Stantec Consulting Services In							
I-1776683	Comprehensive Water Res. Plan	R	4/21/2021	5,349.00		042770		5,349.00
00048	STATE OF CALIFORNIA							
I-042021	State Water Plan Payment	R	4/21/2021	198,092.00		042771		198,092.00
00767	STATE WATER RESOURCES CONTROL							
I-WD-0180272	Robles Diversion Fish Passage	R	4/21/2021	14,215.00		042772		14,215.00
02643	Take Care by WageWorks							
I-12431189	Reimburse Med/Dep Care	R	4/21/2021	5.00		042773		
I-12435513	Reimburse Med/Dep Care	R	4/21/2021	10.00		042773		15.00
05779	The Spine and Orthopedic Cente							
I-6/15097574-1	1102WC200000006 DOS 02/23/21	R	4/21/2021	151.58		042774		151.58
02163	Toro Enterprises, Inc.							
I-14518	Grand Ave. PL Replacement -ENG	R	4/21/2021	38,000.00		042775		38,000.00
01512	TRENCH SHORING COMPANY							
I-RI20100341	Traffic Plate Rental - PL	R	4/21/2021	397.60		042776		397.60
02583	WageWorks							
I-INV2713969	FSA Monthly Admin Fee	R	4/21/2021	175.00		042777		175.00
00270	Wells Fargo Bank							
I-040921a	Conference - HR	R	4/21/2021	100.00		042778		
I-040921b	CCR Notice - LAB	R	4/21/2021	42.34		042778		
I-040921c	ACWA Webinar - PR/BOARD/MGMT	R	4/21/2021	300.00		042778		
I-040921d	Legal Notice - ENG	R	4/21/2021	241.25		042778		683.59
00270	Wells Fargo Bank							
I-031621f	Contry Rubble Flats - ENG	R	4/21/2021	1,620.79		042779		
I-040921e	Hand Sanitizer Dispenser - ADM	R	4/21/2021	384.64		042779		
I-040921g	Filing Fee - MGMT	R	4/21/2021	20.00		042779		
I-040921h	Hand Sanitizer Dispenser - ADM	R	4/21/2021	389.05		042779		2,414.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04010	CALIFORNIA STATE DISBURSEMENT							
I-CS5202104191870	200000001181291	R	4/21/2021	386.30		042780		386.30
02823	Franchise Tax Board							
I-G08202104191870	STATE TAX GARNISHMENT	R	4/21/2021	500.00		042781		500.00
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202104191870	DEFERRED COMP FLAT	R	4/21/2021	375.00		042782		
I-DI%202104191870	DEFERRED COMP PERCENT	R	4/21/2021	122.40		042782		497.40
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202104191870	457 CATCH UP	R	4/21/2021	480.77		042783		
I-DCN202104191870	DEFERRED COMP FLAT	R	4/21/2021	7,974.34		042783		
I-DN%202104191870	DEFERRED COMP PERCENT	R	4/21/2021	398.80		042783		8,853.91
1	MESKER, RON							
I-000202104211871	US REFUND	R	4/21/2021	502.00		042784		502.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	199	1,334,347.45	0.00	1,334,347.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	296,334.19	0.00	296,334.19
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: AP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	210	1,630,681.64	0.00	1,630,681.64
BANK: AP TOTALS:	210	1,630,681.64	0.00	1,630,681.64
REPORT TOTALS:	210	1,630,681.64	0.00	1,630,681.64

Adjudication Charge Fund Account

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

Adj. Checks: 000015-000016

Voids:



Janyne Brown , Chief Financial Officer

Signature

Signature

Signature

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02475	Rutan & Tucker, LLP							
I-891247	Adjudication Litigation 02/21	R	4/07/2021	7,350.00		000015		7,350.00
01703	ARNOLD LAROCHELLE MATTHEWS							
I-2813	Adjudication Litigation 03/21	R	4/14/2021	3,888.00		000016		3,888.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	11,238.00	0.00	11,238.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: ADJ TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	2	11,238.00	0.00	11,238.00
BANK: ADJ TOTALS:	2	11,238.00	0.00	11,238.00
REPORT TOTALS:	2	11,238.00	0.00	11,238.00

Minutes of the Casitas Municipal Water District
Board Meeting Held
April 14, 2021

A meeting of the Board of Directors was held April 14, 2021. The meeting was held via teleconference.

CS1. CALL TO ORDER - CLOSED SESSION - 4:00 P.M.

President Brennan called the meeting to order at 4:00 p.m.

CS2. ROLL CALL

Directors Kaiser, Cole, Hajas, Brennan were present. Also present is GM Flood, AGM Dyer, EA Vieira and Counsel Mathews.

CS3. PUBLIC COMMUNICATIONS: Comments on Closed Session Items

None

President Brennan moved the meeting to closed session at 4:02 p.m.

CS4. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

President Brennan adjourned the closed session at 4:38 p.m.

1. CALL TO ORDER - REGULAR SESSION - 5:00 P.M.

President Brennan called the regular session to order at 5:00 p.m.

2. ROLL CALL

Directors Kaiser, Cole, Hajas and Brennan are present. Also present are GM Flood, AGM Dyer, EA Vieira and Counsel Mathews.

3. CLOSED SESSION REPORT

Mr. Mathews reported there was no reportable action taken in closed session

4. AGENDA CONFIRMATION

There were no changes.

5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda
- three minute limit.

None

6. CONSENT AGENDA

6.a. Approval of the Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b. Minutes of the March 24, 2021 Board Meeting.
[3 24 2021 Min.pdf](#)

On the motion of Director Hajas, seconded by Director Cole, the Consent agenda was approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

7. ACTION ITEMS

7.a. Approval of Casitas MWD Director Appointment Requirements and Guidelines.
[Director Appointment Guidelines 041421.pdf](#)

Director Hajas requested that the procedure for voting is an affirmative action, not a no vote.

On the motion of Director Hajas, seconded by Director Cole, the above item was approved by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Brennan
NOES:	Directors:	None
ABSENT:	Directors:	None

7.b. Adoption of a Resolution appointing a Director and an Alternate member to the Upper Ventura River Groundwater Agency JPA Board of Directors.
[Reso Director Appointment to Vta River GW Agency.pdf](#)

The resolution was offered by Director Cole, seconded by Director Hajas and adopted by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Kaiser, Brennan
-------	------------	------------------------------

NOES: Directors: None
ABSENT: Directors: None

8. DISCUSSION ITEMS/PRESENTATIONS

- 8.a. Presentation/Discussion of Casitas MWD 2020 Urban Water Management Plan Schedule.
[Board Memo_UWMP Schedule 20210414.pdf](#)
[UWMP Status_Board meeting 20210414.pdf](#)

Engineering Manager Julia Aranda provided a presentation on the Urban Water Management Plan schedule and need for board direction on the presented alternatives.

The board provided direction that they would be ready to finalize safe yield and projected demands at the special meeting on the 21st and directed that the plan be submitted by the deadline.

9. INFORMATION ITEMS

- 9.a. Finance Committee Minutes.
[Finance Minutes 031921.pdf](#)
- 9.b. UVRGA Comments on the California Department of Fish & Wildlife February 26, 2021 Draft Flow Requirements.
[UVRGA Final CDFW Instream Flow Recommendations Letter.pdf](#)
- 9.c. OBGMA Comments on the California Department of Fish and Wildlife February 26, 2021 Draft Flow Requirements.
[OBGMA Comments on CDFW Draft Flow Recs.pdf](#)
- 9.d. January 2021 Financial Summary.
[Financial Statements 1-31-2021 Summary.pdf](#)
- 9.e. Non-budgeted Items Log.
[Non-Budgeted Items Log.pdf](#)
- 9.f. CFD 2013-1 Project Report as of 3/31/2021.
[CFD 2013-1 Project Cost 3-31-2021.pdf](#)
- 9.g. Adjudication Report as of 3/31/2021.
[Adjudication Charges YTD 3.31.21.pdf](#)
- 9.h. Investment Report as of 3/31/2021.
[Investment Report 3-31-21.pdf](#)

President Brennan stated the items have been received.

10. GENERAL MANAGER COMMENTS

GM Flood reported that the shutdown on the Rincon system was back on before 1:00 so the customers were out of service for a short period of time.

Covid-19 is trending down and we may be looking to opening the lobby in May. Many employees have received or will have received their vaccinations by that time. We will also be looking to open camping up fully.

The Division IV vacancy is on the website and will be advertised in the papers and posted at the city with an application deadline of May 3rd.

Director Kaiser expressed appreciation to staff for their efforts on the Rincon line.

11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Kaiser attended the UVRGA meeting where they discussed the letter to the CDFW about the draft flow regimes.

Director Hajas attended the UVRGA meeting.

President Brennan attended the VCSDA meeting and the AWA Board meeting.

12. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

None

13. ADJOURNMENT

President Brennan adjourned the meeting at 5:39 p.m.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 04/28/21

RECOMMENDATION:

- Authorize an Agreement for Professional Real Estate Services with Hamner, Jewell and Associates in the amount of \$91,880 for the Ventura-Santa Barbara Counties Intertie

BACKGROUND:

The proposed Ventura-Santa Barbara Counties Intertie project connects Casitas' transmission system on the west side of Ventura County to Carpinteria Valley Water District's (CVWD) system on the southeastern end of Santa Barbara County. The project includes construction of approximately 6,000 feet of 16-inch pipeline, two pump stations, and piping modifications at two tanks.

The pipeline and pump stations will traverse private properties. Casitas will need to acquire a parcel for each of the pump stations, permanent easements for the pipeline, and temporary easements for construction.

A proposal was requested from Hamner, Jewell, and Associates (HJA) to provide professional real estate services to assist in right-of-way appraisal and acquisition services. HJA is well-known in Ventura and Santa Barbara counties for their work in providing such services.

FINANCIAL IMPACT:

An appropriation of \$50,000 is requested for fiscal year (FY) 2020-2021 for real estate services. Funds are available from the FY 2020-2021 budget from the SWP Interconnection project which was budgeted \$500,000. These funds have not been expended due to the lack of a signed contract with the partners in the project.

Additional funds will be requested in FY 2021-2022 budget for the Ventura-Santa Barbara Intertie project.

Attachments: HJA proposal dated August 21, 2020
Agreement for Professional Real Estate Services



HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
 Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 658-8844
 Writer's email address: rmcdowell@hamner-jewell.com

August 21, 2020

via email to: jaranda@casitaswater.com

Julia Aranda, PE
 Engineering Manager
 Casitas Municipal Water District
 1055 Ventura Ave
 Oak View CA 93022

Subject: Casitas Water District – Ventura-Santa Barbara Interconnection Easements
 Proposal for Right of Way Appraisal and Acquisitions Services

Dear Ms. Aranda,

Thank you for contacting us to provide right of way acquisition services for the long-planned interconnection project that will connect Casitas Municipal Water District to the CMWD Rincon Pipeline. We understand that the District is planning to construct a new pipeline to connect to CMWD pipeline and bring and additional water source to Ojai. We understand that this project will include FEMA funding.

In order to construct this pipeline, and based on the map provided, the district will need to acquire property rights permanent easements from the following properties:

Map Label	APN	Owner	Acquisition Area	Impacts to property
1	N/A	Caltrans ROW in SR-192	N/A	1400-LF open-cut excavation; 600-LF trenchless excavation
2	001-101-041 (SB County)	Brown, Anthony	10-ft Pipeline Easement / No TCE proposed	220-LF trenchless excavation; no surface impacts anticipated;
3	008-0-160-460	Abbott Ranch LLC	10-ft Pipeline Easement / No TCE proposed	200-LF trenchless excavation under vacant land; no surface impacts anticipated
4	N/A	Caltrans ROW & CA Rincon Creek	N/A	Trenchless excavation under some agricultural land adjacent to APN; 080160460; no surface impacts anticipated
5	008-0-160-460	Abbott Ranch LLC	10-ft Pipeline Easement / No TCE proposed	500-LF trenchless excavation under lemon orchard; no surface impacts anticipated
6			10-ft PE / 7000-SF TCE proposed	130-LF open-cut excavation in lemon orchard; 30 mature lemon trees removed; 25 lemon trees re-

Corporate and San Luis Obispo County Office
 Ventura County Office
 Central Valley Office

530 Paulding Circle, Suite A, Arroyo Grande, CA 93420
 4476 Market Street, Suite 601, Ventura, CA 93003
 6051 N. Fresno Street, Suite 106, Fresno, CA 93710

(805) 773-1459
 (805) 658-8844
 (559) 412-8710

				planted; (considering a trenchless straight alignment)
7			10-ft PE / 30-FT TCE proposed	218-LF open-cut excavation in ag. access road; light pruning of 10 mature avocado trees anticipated; (considering a trenchless straight alignment)
8			10-ft PE / 30-ft TCE proposed	404-LF open-cut excavation in avocado orchard; light pruning of 10 mature avocado trees anticipated; 5 avocado trees likely removed and replanted; (considering a trenchless straight alignment)
9	008-0-160-480	Brown, Anthony	24,000-SF land acquisition; 2000-SF TCE proposed	Booster Pump Station-A site; existing vacant land bounded by access roads; Permanent Access agreement
10			10-ft PE / 40-ft TCE proposed	920-LF open-cut excavation in shared paved ag. access road
11	008-0-160-365	Brown Investments Inc. / Sanchez Richard R. and Mary L. Trust	10-ft PE / 40-ft TCE proposed	2000-LF open-cut excavation in shared paved ag. & utility access road (next to high pressure SoCal Gas line, and overhead power lines So.Cal.Edison).
	008-0-160-355	Belmonte West LLC		
12	008-0-180-560	Alina Ranches	17,000-SF land acquisition; 2,000 SF TCE proposed	Booster Pump Station-B site; existing vacant land + 10 palm trees; permanent access agreement

We assume that easement acquisitions services will not be required for the pipeline being installed within Caltrans Right of Way and that will be handled by permitting directly between CMWD and Caltrans. We also assume no relocations will be required for this project. In order to acquire the needed permanent and temporary easements for this project, we will begin by ordering preliminary title reports. We understand that we will be provided with final project plans, appraisal maps, legal descriptions, plats, and area calculations for the permanent and temporary easements to be acquired for this project. We would then be prepared to proceed with the right of way appraisal process.

Once the appraisal process is complete and appraisals are reviewed and pre-approved by you and the District, and reviewed by an independent appraiser (if required by FEMA funding), we would then prepare offer packages for each owner that will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to you for your review and pre-approval prior to presenting offers to property owners. After offer presentation, we would pursue agreements with each owner to finalize the right of way transfers. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, we could coordinate with the Casitas Water District Counsel’s office in conjunction with any required Necessity Hearing scheduling. For those on which we are able to reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. It is always our goal to reach cooperative agreements in lieu of eminent domain litigation on the District’s behalf. We have a great track record of successfully reaching agreements on the agency’s behalf, minimizing or eliminating the need for eminent domain action. All of

our work is conducted in accordance with State and Federal Standards and in conformance with FEMA funding requirements.

To assist you with these services, we propose to bill monthly in accordance with the terms and provisions of our current Time and Materials Fee Schedule, a copy of which is attached. We would work closely with you and your project team to ensure that we are investing our efforts in accordance with your needs and preferences. In any case where one is working with people rather than completing an independently controllable task, it is always difficult to speculate in advance the specific amount of time that may be required to complete our goals. Our efforts are largely impacted by the level of accessibility and responsiveness of the property owners from whom we seek agreement. Obviously, some will require much more time than others in coming to terms and finalizing documents required for the purposes of the project. However, for your budgetary and contractual purposes, we present the following proposed budget for the appraisal and acquisition services for this project:

Task	Cost
Preliminary Title Reports (6 @ \$880 each)	\$5,280
Project Management (client meetings, template preparation, coordination) (40 hours)	\$6,600
Appraisal Reports (6 reports)	\$26,000
Acquisition Services (6 owners @ 50 hours each or \$8,750 each)	\$52,500
Project Expenses (mileage, postage, copy and related misc.)	\$1,500
Total	\$91,880
Appraisal Reviews (optional service, only if required by funding source) (6 @\$1,200 each)	\$7,200
Total with Appraisal Reviews	\$99,080

* This cost proposal is valid for work completed before June 30, 2021. Any extended time required beyond that may necessitate additional time and budget allocation.

** This budget will cover up to 340 hours of HJA staff time. We will bill only for time actually expended.

This budget is also based on a presumption of no more than two required signatories per parcel and no more than one monetary lien subordination per parcel. CMWD will be solely responsible for the actual payments to property owners for the easement compensation and any and all transactional processing, closing costs, and recording fees. We will also look to you to provide us with your project construction plans, legal descriptions, plats and area calculations for the easement areas, which we will use in our discussions with property owners and for our contract documents. CMWD shall also be solely responsible for the payment of any appraisal reimbursement claims made by property owners seeking their own appraisals. Any legal review and consultation shall be handled directly by CMWD, as it sees prudent or required by your internal policies and procedures.

We look forward to working with you and the District on this project. Please call me at (805) 658-8844 or email rmcdowell@hamner-jewell.com.

Sincerely,

Robert McDowell

Robert McDowell, Senior Associate, HJA

Enc: HJA Time and Materials Fee Schedule



**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
HAMNER, JEWELL & ASSOCIATES
FOR
VENTURA-SANTA BARBARA COUNTIES INTERTIE
REAL ESTATE SERVICES**

THIS AGREEMENT is made and entered into this 28th day of April in the year 2021 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **District**, and **Hamner, Jewell, and Associates**, herein designated as the **Consultant or Contractor**. Together, District and Consultant shall be referred to herein as Parties.

W I T N E S S E T H

WHEREAS, the District requested a Proposal for Ventura-Santa Barbara Counties State Intertie Real Estate Services; and

WHEREAS, the Consultant submitted a Proposal dated August 21, 2020 for the anticipated scope of work for the Casitas-Ventura State Water Project Interconnection Environmental Consulting Services; and

WHEREAS, Consultant is qualified to complete the requested services; and

WHEREAS, District desires to retain and Consultant is willing to provide the services requested;

NOW, THEREFORE, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

1. **TERM OF AGREEMENT**. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 30, 2022.

2. DATA FURNISHED BY District. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District agrees to furnish Consultant with existing information which District has available and which Consultant may request. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be stated in the scope of work agreed to by the Parties and attached as Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$91,880.00 without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be as provided in the scope of work attached as Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written

change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.

10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule in the scope of work as agreed to by the Parties shall be maintained and Consultant shall keep District informed of project status on a regular basis.

11. RESPONSIBILITY OF CONSULTANT.

- a) Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
- b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the negotiated scope of work. Approval by District of analyses, inspection, testing, reports, designs and incidental cultural resources monitoring work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- c) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.

12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Role</u>
Robert McDowell	Principal in Charge Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection

of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

- a) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Consultant or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.
- b) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.
- c) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, public liability and property damage insurance naming the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by Consultant or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Consultant's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. Consultant shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to District and naming the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers as additional insured with respect to claims arising out of operations performed on behalf of Consultant for the consulting services covered by this Agreement.

The United States Bureau of Reclamation, Casitas Municipal Water District, their

directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers.

- d) Worker's Compensation Insurance - by signature hereunder, Consultant certifies that awareness of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall maintain, and shall cause all subcontractors he may employ to maintain, adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Consultant and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning any work under this Agreement.

- e) Prior to the commencement of performance of any work under this Agreement, Consultant and its subconsultants shall furnish District with certificates of insurance in form and substance satisfactory to the District evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to District in the event of a cancellation, non-renewal or expiration of the coverage.

14. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers, harmless from all loss, liability and expense from all third party tort claims and demands or liability if and to the extent caused by negligence or willful misconduct of Consultant, its subconsultants and employees whether such claims, demands or liability are caused by Consultant, Consultant's agents or employees, or subconsultants employed by Consultant, their agents or employees, or products installed on the project by Consultant or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the professional services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault. The duty to defend shall not apply to professional liability claims.

15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
16. TERMINATION. The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, Consultant will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.
17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. District has entered into this Agreement in order to receive the services of Consultant. The provisions of the Agreement shall equally apply to any subcontractor of Consultant. Consultant shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.

20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed for each Task Order, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number and Task Order number assigned and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the Parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.
23. REQUIRED CONTRACT CLAUSES FOR FEDERALLY-FUNDED PROJECTS.

23.1 Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

23.2 Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

23.3 Suspension and Debarment

- 1) This contract is a covered transaction for purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to California Department of Emergency Services and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (Attachment A). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient.

23.5 Procurement of Recovered Materials

- 1) In the performance of this contract, the Contractor shall make maximum use of

products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- a. Competitively within a timeframe for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with a list of EPA-designated items is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

23.6 Access to Records

- 1) The Contractor agrees to provide the District, California Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

23.7 DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23.8 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23.9 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23.10 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

24. **NOTICES.** All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:

Michael Flood, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
805.649.2251

To Consultant:

Jennifer Haddow
Rincon Consultants, Inc
180 N Ashwood Avenue
Ventura CA 93003
805.644.4455

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary,
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

John M. Matthews, Attorney
Arnold LaRochelle Mathews VanConas & Zirbel LLP

HAMNER, JEWELL & ASSOCIATES

By: _____

Title: _____

Printed Name: _____

ATTACHMENT A -
44 C.F.R, PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 an 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.
3. The undersigned 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 and disclose 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hamner, Jewell, & Associates, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Set a hearing for 2021 Lake Casitas Recreation Area fee adjustments for the Regular Board Meeting of May 26, 2021.**
Date: April 23, 2021

RECOMMENDATION:

The Board of Directors set a Lake Casitas Recreation Area fee hearing for the Regular Board Meeting of May 26, 2021 @ 5PM.

BACKGROUND:

At the direction of the General Manager, LCRA Staff completed a fee survey, which is to be conducted yearly for the purpose of evaluating the current market rate for our services and fees. This informal survey was conducted between the months of November 2020 through February 2021. The information gathered is from similar facilities in the region and although they vary in services, location and amenities, our goal is to stay near the market rate while still covering LCRA costs.

The Recreation Committee reviewed the recommended changes and directed that the issue be brought forward to the Board of Directors so that a Lake Casitas Recreation Area fee hearing can be set.

DISCUSSION:

Based on the information provided by the survey, staff has the following recommendations:

Trailer Storage Rate:

Trailer storage was last increased in March of 2020. The LCRA is below the current market rate for storage sites up to 32 and 45 feet. The LCRA's current rate for a 32 foot storage site is \$105 and the lowest rate amongst those Ventura County facilities surveyed is \$131.00, a difference of approximately 25%. The 45 foot storage site at LCRA is \$130 a month and the lowest rate in those surveyed is \$145, a difference of approximately 15%. The amenities are compatible, with a secured fenced area, lights, dump station access, and accessibility 7 days a week during business hours. However, LCRA's storage area needs maintenance repairs to

asphalt, lights, and fencing. We recommend a 15 to 20% increase with the goal to off-set for storage area improvements.

Recommendation: Increase trailer storage rates 15% to 20% from the current rate.

Kayak Storage Rate:

The LCRA's storage area also has the ability to store up to 44 kayaks with all the storage racks being of the same length and can store kayaks up to 18 feet. The kayak storage rate was not addressed in the last fee survey in 2019.

The current rate to store a kayak is \$1.00 per foot. There are various sizes of kayaks stored from 8 feet in length (\$8 a month equates to \$4,224 annually), to 12 feet (\$12 a month equates to \$6,336 annually). The majority are approximately 10 feet in length (\$10 a month equates to \$5,280 annually). Note that these calculations are based on one size at full capacity for that size only.

The onsite Bait and Tackle concessionaire has kayak storage at a flat rate of \$15 a month, which has been in place for approximately 4 years. A flat rate of \$20 a month (would equate to \$10,560 annually), is recommended for kayak storage. The increase would also help off-set the cost for the storage area improvements.

The Finance Committee suggested that a discount be provided for those who are willing to pay annually so staff is suggesting an annual rate of \$220 (\$20 discount for paying annually).

Recommendation: Increase/change the kayak storage rate to a flat rate of \$20/month per kayak and an annual rate of \$220.

Annual Frequent Visitor Decals:

Annual Frequent Visitor Decals (FVD) can be purchased for a vehicle and/or a vessel and allow guest to enter daily during business hours with their respective vehicle or vessel and includes one pet per vehicle and an overnight pass for vessels. The FVD fees for both vehicle and vessels were last adjusted in March of 2020. Currently the FVD's are comparable to that of Lake Piru and Lake Cachuma, but below that of larger-sized lakes in the Southern California region.

Currently LCRA's vehicle annual FVD is \$135, with the option of a second annual FVD at \$70 and every additional annual FVD after that (i.e. 3+) at \$35. The option to purchase an additional annual FVD must be from the same household. It is recommended for consideration the vehicle annual FVD fee be increased from \$135 to \$150 (11% increase),

and any additional annual FVD remain at \$70 (same household only). The \$35 (3+) annual FVD option should be discontinued.

Recommendations:

- **Increase the Annual Frequent Visitor Decal to \$150**
- **Maintain the \$70 additional decal for the same household**
- **Eliminate the \$35 (3+) additional decal for the same household.**

Tournament, Night, and Moonlight Fishing Fees

Discussions with Staff have resulted in a consensus that standardizing the miscellaneous fee structures would be beneficial to all parties. It was agreed that there should be a set rate for conducting fishing tournaments where money or prizes are awarded. Staff acknowledged that the historical \$500.00 fee would be too high and is recommending a flat rate of \$250.00 per tournament, day or night, regardless of the number of participants. This fee would include the charge for Staff time for an early opening. Based on the number of tournaments held for the 2021 calendar year, this would generate approximately \$5,250.00 in additional revenue.

Additionally, staff believes that standardizing the Moonlight Fishing fee and per boat for Night Tournaments would be appropriate. Staff recommends both fees be set at \$45.00, an increase to the Moonlight Fishing Fee and a reduction to the Night Tournament per boat fee. This should result in additional Night Tournament activity and allow Casitas the opportunity to have additional Moonlight Fishing events with greater attendance. It is believed that there would be an increased interest for tournament anglers to “pre-fish” during our Moonlight events, generating additional revenue.

Recommendations:

- **Implement a \$250.00 flat fee per Prize Tournament, day or night.**
- **Reduce the \$71.00 per boat Night Tournament Fee to \$45.00 per vessel.**
- **Increase the \$30.00 per boat Moonlight Fishing Fee to \$45.00 per vessel.**

Other Considerations:

It is recommended that the daily vehicle entry fee, snowbird program, camping, pet fee, and water adventure tickets be reviewed/revisited after the 2021 summer season in preparation for the 2022 season.

Summary of Recommended Changes to the LCRA Fee Schedule:

1. **Increase trailer storage rates 15% to 20% from the current rate.**

- 2. Increase/change the kayak storage rate to a flat rate of \$20/month per kayak and an annual rate of \$220.**
- 3. Increase the Annual Frequent Visitor Decal to \$150**
- 4. Maintain the \$70 additional decal for the same household**
- 5. Eliminate the \$35 (3+) additional decal for the same household.**
- 6. Implement a \$250.00 flat fee per Prize Tournament, day or night.**
- 7. Reduce the \$71.00 per boat Night Tournament Fee to \$45.00 per vessel.**
- 8. Increase the \$30.00 per boat Moonlight Fishing Fee to \$45.00 per vessel.**

In the past, the Casitas MWD Board of Directors schedules a fee hearing in order to give the public ample notice on the proposed changes.

LAKE CASITAS RECREATION AREA – 2020 FEE SURVEY

INCREASES ARE IN ORANGE 02/2021

Informal Survey September October 2019	Cachuma Lake	Lake Piru	Lake Silverwood	Castaic Lake	Big Bear	Hobson and Faria Beach Parks	Steckel Park	Ventura Beach RV Resort	Lopez Lake	Lake Casitas Recreation Area Current prices 2/21
Operating Agency	SB County	United Water District	CA State Parks	LA County	Big Bear District	County of Ventura	County of Ventura/ko a	Privately Owned/Op	SLO County	Casitas Municipal Water District
Daily Vehicle Off Season	\$10.00	\$10.00	\$10.00	\$11.00	N/A	same as camping fee	\$2.00	\$10.00	\$10.00	\$10.00
Daily Vehicle On Season	\$10.00	\$14.00	\$10.00	\$11.00 RV \$14.00	N/A	same as camping fee	\$5.00 weekend	\$10.00	\$10.00	\$20.00
Annual Vehicle	\$75/\$100 \$90-\$120	\$130/\$75	\$195.00	\$140 \$150.00	N/A	N/A \$60.00	N/A \$60.00	N/A	\$100.00	\$135, (\$70/\$35 Same address) Recommend increase and eliminate \$35 for 22/23
Daily Boat Off Season	\$13.00	\$8.00	\$8.00 \$10.00	\$13.00	\$25.00	N/A	N/A	N/A	\$10.00	\$15.00
Daily Boat On Season	\$13.00	\$10.00	\$8.00 \$10.00	\$13.00	\$25.00	N/A	N/A	N/A	\$10.00	\$15.00
Daily Kayak/Canoe	\$5.00	\$5.00 \$10.00	N/A	\$7.00	\$20.00	N/A	N/A	N/A	\$5.00	\$5.00
Annual Kayak	\$30.00 \$40.00	\$50.00	N/A	\$105.00	\$50.00	N/A	N/A	N/A	\$60.00	\$40.00
Annual Boat	\$100/125 Res/Non resident	\$130/ \$75 senior	\$100.00	\$135.00	\$110.00	N/A	N/A	N/A	\$100.00	\$145.00
Tent Campsite Off Season	\$25.00	\$25.00	\$45.00	\$20.00 \$30.00	\$34.50 \$37.00	\$37.00	\$23* \$24.50	\$58 - 95 \$60 - 85	\$25.00 \$28.00 weekday	\$35.00 Recommend increase review in 2022
Tent Campsite On Season	\$30.00	\$32.00	\$45.00	\$20.00 \$30.00	\$34.50 \$37.00	\$39.00	\$23 \$24.50	\$58 - 95 \$70 - 95	\$28/\$36 wkend/hol	\$40.00 Recommend increase review in 2022

Informal Survey 2021	Cachuma Lake	Lake Piru	Lake Silverwood	Castaic Lake	Big Bear Lake	Hobson & Faria Beach	Steckel Park	Ventura Beach RV	Lake Lopez	Lake Casitas Recreation Area Current prices 2021
Basic Water/Elect off season	\$40.00	\$28.00	\$50.00	N/A	\$44.50	\$50 - \$55	N/A	\$69.50 \$74.50	\$42.00 \$45.00	\$44.00 Recommend increase review in 2022
Basic Water/Elect On Season	\$45.00	\$38.00	N/A	N/A	\$44.50	N/A \$53-\$58	N/A	\$79.50	\$44 wk \$47 hol	\$52.00 Recommend increase review in 2022
Deluxe water, elect, pad and grass Off season	\$40.00	\$40.00	N/A	N/A	N/A	N/A	\$37.00 \$39.00	\$74.50	\$40 wk \$42 - 50 hol	\$58.00 Recommend increase review in 2022
Deluxe water, elect, pad and grass On season	\$45.00	\$50.00	N/A	N/A	N/A	N/A	\$37.00 \$39.00	\$84.50	\$42 wk \$45 - \$50 hol	\$63.00 Recommend increase review in 2022
Executive water, elect, pad and sewer Off season	\$45.00	\$40.00	\$50.00	N/A	N/A	N/A	\$37.00 \$39.00	\$81.50 \$150	\$40 \$42 - \$50	\$69.00 Recommend increase review in 2022
Executive water, elect, pad and sewer On season	\$50.00	\$50.00	\$50.00	N/A	N/A	\$50/53	\$37.00 \$39.00	\$91.50 \$168	\$42 \$45 - \$50	\$76.00 Recommend increase review in 2022
Group Camping	\$220 - \$825 + \$30 res	\$250 - \$525	\$200 - \$325	\$100 - \$225	N/A	N/A	\$140 + \$140 dep	N/A	\$168 - \$420	\$253.00 to \$506.00 Recommend increase review in 2022
Group Day Use	N/A	\$60 to \$90 \$20res \$100 dep.	N/A	N/A	N/A	N/A	\$90-\$185 \$100-200 +	N/A	\$50-\$190	\$175.00 Recommend increase review in 2022
Extra Vehicle Off Season	\$10.00	\$15.00	\$10.00	\$11.00	N/A	\$37/39 Week/Weekend	N/A	\$10.00	\$13.00	\$14.00 Recommend increase review in 2022
Extra Vehicle On Season	\$10.00	\$15.00	\$10.00	\$11.00	N/A	\$37/39 Week/Weekend	N/A	\$10.00	\$13.00	\$20.00 Recommend increase review in 2022

Informal Survey 2021	Cachuma Lake	Lake Piru	Lake Silverwood	Castaic Lake	Big Bear Lake	Hobson Faria Beach	Steckel Park	Ventura Beach RV	Lopez Lake	Lake Casitas Recreation Area Current prices 2021
RV Daily	N/A	\$32.00	N/A	\$14.00	N/A	N/A	N/A	N/A	N/A	\$10 off - \$20 on season
Pet	\$3.00	\$3.00	No Charge	No Charge	N/A	\$1.00 \$2.00	\$1.00 \$2.00	\$5.00	\$.50	\$3.00
Senior/Disabled Annual	\$50 res \$60 non	\$75.00	N/A	\$65boat \$75veh	N/A	\$30.00	\$30.00	N/A	\$90.00	\$135 (\$70/\$35 Same address)
Bus Daily	\$40.00	\$32.00	\$30 - 10-25 \$60 - 25+	\$30.00	N/A	N/A	N/A	N/A	\$40.00	\$30.00
Overnight Boat	\$13.00	N/A	\$25.00	N/A	N/A	N/A	N/A	N/A	\$10.00	\$25.00
Overnight Kayak/Canoe	\$5.00	N/A	N/C	N/A	N/A	N/A	N/A	N/A	\$5.00	\$4.00
Dump Fee (non campers)	\$10.00	\$8.00 \$9.00	N/A	\$7.00	N/A	\$15 - \$25	\$15 - \$25	\$32.00	N/A	\$10 / \$20
Walk In	N/A	\$2.00 \$5.00	\$5.00	N/A	N/A	N/A	N/A	\$15.00/ea	\$3.00	No Charge
Quagga Inspection	N/C	N/C	N/C	N/C	N/A	N/A	N/C	N/A	N/C	\$68.00 lock, cable
Reservation Fee	\$8 / \$20	\$7 \$20/\$30	\$8.50	N/A	N/A	\$10.00 \$11.00	\$10/\$11 - \$3/\$5	N/A	\$10.00	\$10.00

Notes:

CASITAS WATER ADVENTURE – 2019 FEE SURVEY

Informal Survey October 2019	Mustang Water Park	The Ravine	Hurricane Harbor	Casitas Water Adventure
Location/Operating Agency	Arroyo Grande, CA Private but in Lake Lopez Rec Area	Paso Robles, CA Private	Valencia, CA - Six Flags	Casitas Municipal Water District
Single Splash Child	\$19.00	\$21.99 \$24.99	\$36.99	\$15.00 weekday / \$17.00 Weekend
Single Splash Adult	\$22.00	\$29.99 \$31.99	\$44.99	\$15.00 weekday / \$17.00 weekend
Dry Observer	N/A	N/A	N/A	\$15.00 weekday / \$17.00 weekday
Late Day Child Price	after 3pm \$15	N/A	N/A	\$8.50
Late Day Price Adult	after 3pm \$18	N/A	N/A	\$8.50
Group Adult	\$19.00 groups of 20 or more	15-99 Guests \$23.99/\$24.99 100 or more \$18.99/\$19.99	15-99 Guests \$28.99	\$12.50 groups 35 or more weekdays only
Senior	\$14.00	\$14.99 \$18.99	\$44.99	\$15.00 weekday / \$18.00 weekend
Season Pass	\$69.99	\$99.00 Online Sale \$79.99	\$79.99 \$99.99 sale \$40.00	\$75.00
Parking Weekend/Holidays Season	\$10.00 (Lake Lopez)	N/A	\$25.00	\$20.00
Buy On-Line	Yes, same prices as normal	Yes, same price as normal	Yes, \$41.99 Adult \$36.99 Child	Yes, same price
Reservation Fee	6%	None	N/A	\$10.00
Cabana/Covered Area	\$75 M-Th \$95 F-Sun	\$129-\$189	\$65-\$350	\$75.00 / 10 tickets minimum

NO RECOMMENDATIONS AT THIS TIME. Review 2022

CASITAS TRAILER STORAGE AREA

Survey October 2019	H&H Storage	Ventura Harbor Boat and RV	Coast Self Storage	Fillmore Outdoor Storage	All Valleys	Lake Casitas Recreation Area Current price 2/21
Location/Operating Agency	Ventura, CA	Ventura, CA	Ventura, CA	Fillmore, CA	Simi Valley, CA	CMWD Casitas Trailer Storage
Back in 32' and less	\$150.00	\$150.00 up to 38'	\$122.00 up to 32' \$131.00 up to 35'	\$125.00 for 20'3 \$140.00 up to 30'	\$155.00 for 32' \$165 for 30'	\$105.00 up to 32' 25% below lowest rate
Pull Thru 32' and more	\$250.00 up to 45' \$275 - back in	\$160.00 up to 38'	\$144.00 up to 45' \$147.00 up to 45'	\$185.00 up to 50' \$145-\$260	\$190.00 up to 45' \$195.00	\$130.00 up to 45' 15% below lowest rate
Dumping	Yes, 3miles away at their repair yard	Yes	Yes	Yes, but not on site	Yes \$15 for customers	Yes
Electricity	No	No	No	No	No	No
Covered	No	No	No	No	No	No
Washing site	No	Yes	Yes	Yes-@ Simi location only	Yes, and detailing services available	No

Note: Kayak storage is \$1.00 per foot, with our smallest at 8 feet @\$1.00= \$8 a month = \$96 yr, and largest 12 feet @ \$1.00 = \$12 a month = \$144 yr. Storage racks are of equal size and can accommodate kayaks up to 18 feet. Recommend setting a flat rate of \$20 a month = \$240 yr @ 44 sites = \$10,560 yr. Recommend increase in trailer storage to meet market rates.

CASITAS SNOWBIRD PROGRAM

Survey March 2021	Lake Cachuma	County of Ventura	Ventura RV Park	Lake Casitas current 2/21
Location/Operating Agency	Santa Ynez, CA	Ventura, CA	Privately Owned and Operated	LCRA Casitas Municipal Water District
Basic Hook Up	\$30.00/night	\$40.00/night up to a month	\$1,764/month \$1799-\$2765/mo (+ tax)	\$30 per night 60 night minimum *Re-evaluate in 2022 with possible increase for 22/23
Deluxe Hook Up	\$30.00/night	\$40.00/night up to a month	\$1,764/month \$1799-\$2765/mo (+ tax)	\$35 per night 60 night minimum *Re-evaluate in 2022 with possible increase for 22/23
Executive Full Hook Ups	\$30.00/night	\$40.00/night up to a month	\$1,764/month \$1799-\$2765/mo (+ tax)	\$40 per night 60 night minimum *Re-evaluate in 2022 with possible increase in 22/23

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Approve an amendment for the extension of the Casitas Water Adventure Snack Bar Concession Contract for a period of one year (January 11, 2023).**
Date: April 23, 2021

RECOMMENDATION:

The Board of Directors approve the Casitas Water Adventure Snack Bar Concession Contract Amendment.

BACKGROUND:

The Casitas Municipal Water District and the Bureau of Reclamation completed and approved a twenty-five year Management Agreement for the Lake Casitas Recreation Area in October 2011 allowing Casitas to enter into Concession agreements.

On January 11, 2017, a five-year concession agreement between Casitas Municipal Water District and Carlos Hernandez (Concessionaire) was entered into for the operation and management of the Casitas Water Adventure Temporary Seasonal Snack Bar Concession at Lake Casitas Recreation Area. The Temporary Seasonal Snack Bar provides customers visiting the Casitas Water Adventure with food and snack options. The Casitas Water Adventure Temporary Seasonal Snack Bar agreement is set to expire in January of 2022.

The Snack Bar was not operated during the 2020 and 2021 seasons due to the COVID-19 related closure of the Casitas Water Adventure.

Per paragraph 30 of the agreement, the Snack Bar agreement may be amended or modified by written agreement by the Parties.

DISCUSSION:

Casitas Water Adventure Temporary Seasonal Snack Bar Concession:

Mr. Hernandez's operation of the Snack Bar has been successful and has proven to be financially beneficial to Casitas. The closure of the Casitas Water Adventure for the 2020 and 2021 season due to the COVID-19 pandemic affected the last two seasons to operate the Snack Bar under the current agreement.

The process to begin the request for proposals should begin in November 2021 with the proposal submittal deadline in December 2021.

Due to the inability for the snack bar to be operated because of the COVID-19 pandemic, staff recommends that the Casitas Water Adventure Temporary Seasonal Snack Bar Concession agreement be amended to extend the agreement for a period of one year (January 2023).

The proposed amendment is attached.

**CONCESSION AGREEMENT FOR THE OPERATION AND MANAGEMENT OF
THE CASITAS WATER ADVENTURE TEMPORARY SEASONAL SNACK BAR AT
LAKE CASITAS RECREATION AREA
AMENDMENT #1**

This amendment changes the term of the agreement in Section 7a to six (6) years with the revised term ending on January 11, 2023.

All other portions of the agreement remain unchanged.

CASITAS MUNICIPAL WATER DISTRICT



**CONCESSION AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
THE CASITAS WATER ADVENTURE
TEMPORARY SEASONAL SNACK BAR
AT LAKE CASITAS RECREATION AREA**

Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-2233

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**AGREEMENT FOR THE OPERATION AND MANAGEMENT
OF THE CASITAS WATER ADVENTURE TEMPORARY SEASONAL
SNACK BAR CONCESSION AT
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, is made this 11th day of January 11, 2017, by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **CARLOS HERNANDEZ** (hereinafter referred to as "Concessionaire").

WITNESSETH:

WHEREAS, the United States has constructed the Ventura River Project, including Casitas Dam and reservoir, pursuant to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for irrigation, for furnishing water for municipal and domestic use, and for providing incidental recreation and fish and wildlife benefits; and

WHEREAS, the United States has contracted with Casitas pursuant to Contract No. 14-06-200-5257 "contract between United States and Ventura River Municipal Water District Providing for the construction of a Storage and Conveyance System", dated March 7, 1956, for repayment of federal costs incurred in construction of the Ventura River Project, for operation and maintenance of Project Works, with the stipulation that the title Ventura River Project remains with the United States; and

WHEREAS, the U.S. Bureau of Reclamation (hereinafter referred to as "USBR") has developed a Final Resource Management Plan/Environmental Impact Statement for Lake Casitas dated February 2010 with a Record of Decision #10-111, copies of which are provided under separate cover; and

WHEREAS, Lake Casitas Recreation Area (hereinafter referred to as "LCRA") is the property of the United States Government managed by the USBR, operated by Casitas under Management Agreement Number 11-LC-20-0216, dated October 7, 2011, between the USBR and Casitas, a copy of which is provided under separate cover; and

WHEREAS, Casitas is authorized by said Management Agreement to issue and administer third party contracts for concessions and services for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with said Management Agreement and in accordance with any current or future planning documents, and

WHEREAS, Casitas is authorized by the provision of Water Code Section 71,000 et seq. to enter into an agreement for concessions and services that are consistent with public recreational facilities appurtenant to facilities operated or contracted to be operated by Casitas; and

WHEREAS, Concessionaire acknowledges that Casitas, in its sole discretion, controls access to the LCRA, and that Concessionaire's business volume is limited to persons granted access to the LCRA by Casitas; and,

WHEREAS, Concessionaire acknowledges that Casitas imposes reasonable fees and charges on LCRA users, and that Concessionaire's business volume will likely be limited to those persons subject to those Casitas fees and charges; and,

WHEREAS, the words of this Agreement have been chosen specifically to support Casitas' directives and standards and to create a customer base, attract and serve the public and to operate current and future recreational facilities and ancillary services; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed; and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of Casitas Water Adventure (hereinafter referred to as "CWA") Temporary Seasonal Snack Bar (hereinafter referred to as "Snack Bar") concession services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them agree as follows:

1. **INCORPORATION BY REFERENCE**

All Schedules and Exhibits attached hereto are incorporated by reference herein.

2. **DEFINITIONS**

See Appendix 1 for definitions used in this Agreement and Appendix 2 for abbreviations and acronyms.

3. **INTERPRETATIONS**

(a) This Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

(b) For jurisdictional purposes, this Agreement shall be deemed entered into and enforceable in Ventura, California.

(c) Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

(d) A reference to a person includes firms, partnerships, corporations, limited liability company and other business organizations and their successors and permitted assignees or transferees.

(e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

In consideration of the Concessionaire's obligations contained in this Agreement, Casitas hereby authorizes and grants Concessionaire the non-exclusive use of the Demised Premises to operate and maintain a non-exclusive CWA Snack Bar limited to the time frame that coincides with the seasonal operation of the CWA and commercial activities described herein. The Concessionaire hereby accepts such authorization and grant upon the terms and conditions of this Agreement. Nothing in this Agreement shall be construed by Concessionaire as preventing Casitas from constructing, operating or contracting for additional concession facilities of any type.

5. **DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property described in Exhibit A attached hereto on a temporary basis and only during the CWA season.

(a) Condition of Demised Premises "AS IS". Concessionaire accepts the Demised Premises in "As Is" condition, and further agrees to make no demands upon Casitas for any improvements or alterations to the Demised Premises, except as may otherwise be provided herein.

(b) Temporary Seasonal Facilities. Each year of this Agreement, Concessionaire will provide a temporary snack bar facility or mobile unit on the Demised Premises prior to the commencement of the CWA season and remove same from the LCRA at the end of each season, or, if desired, during non-hours of operation. The season operation generally runs from Memorial Day through Labor Day.

(c) No Exclusive Use. Under no circumstances will long-term, private, exclusive use be permitted within the Demised Premises. The Concessionaire is not authorized to permit or grant any visitor, person, employee, or

organization exclusive rights to occupy or use the subject services or facilities or preclude use by the public. The Concession contract is issued on a **non exclusive** use basis.

(d) Use of Demised Premises. The premise shall be used only for said purposes, and such other purposes as are related thereto provided express approval is granted by the Casitas General Manager, and for no other purposes whatsoever.

(e) Relocation. Casitas shall have the option to require Concessionaire to relocate the Snack Bar to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than thirty (30) days prior to the proposed effective date of relocation. If Casitas exercises its option to relocate the Demised Premises, Concessionaire shall relocate to the New Demised Premises at no cost or expense to Casitas, except as otherwise provided in subparagraph (f) and (g).

(f) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.

6. INUNDATION OR DROUGHT

The water level of Lake Casitas is subject to change and fluctuation from natural causes, and/or the use of water of the reservoir for domestic water supply, diversion channels and other purposes. In the event that the Demised Premises are permanently inundated or in the event that drought or imminent threat of permanent inundation affects the Demised Premises such that the rights granted to Concessionaire hereunder can no longer be exercised, Concessionaire may, at no cost or expense to Casitas, relocate to an alternate site mutually agreed upon in writing by Casitas and Concessionaire, and this Agreement shall remain in effect for the remaining portion of its term. In the event of inundation or drought which precludes the exercise of the rights granted to Concessionaire hereunder, and the parties are unable to mutually agree upon an alternate site in the LCRA, this Agreement shall terminate.

7. TERM OF AGREEMENT

(a) The term of this Agreement will be for five (5) years from the date first written above, unless terminated sooner as provided in Paragraph 23 herein.

(b) There is no clear or inferred right of first refusal clause incorporated in this Agreement for subsequent agreements of similar nature.

(c) The Demised Premises shall be considered vacated after all areas, including storage and parking areas, are clear of all of Concessionaire's belongings, and keys and other property furnished for Concessionaire's use are returned to Casitas. Should Concessionaire hold over beyond the termination date or fail to vacate the Demised Premises on or before the termination date, Concessionaire shall be liable for additional rent and damages which may include damages due to Casitas loss of prospective new Concessionaires.

(d) The Concessionaire understands and agrees that the USBR will not carry forward agreements and contracts should the Management Agreement between Casitas and the USBR expire or terminate.

8. PAYMENTS

For the use granted herein, Concessionaire agrees to pay Casitas as follows:

(a) Percentage Rent of fifteen percent (15%) of gross sales made from or upon the Demised Premises during the term hereof.

(b) Miscellaneous Charges for any services, equipment, and labor provided by Casitas for wastewater hauling or other services as requested by Concessionaire. Miscellaneous charges will be invoiced by Casitas to the Concessionaire and paid in a timely manner in accordance with Casitas requirements.

(c) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 1055 Ventura Blvd. Oak View, California 93022, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term and shall pay the Percentage Rent and Miscellaneous Charges to Casitas on or before the fifteenth (15th) day of the immediately following calendar month. Concessionaire agrees to deliver or cause to be delivered to Casitas, within fifteen (15) days following the end of each calendar month during the term, a written statement signed and certified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of the Percentage Rent due and Miscellaneous Charges. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared according to standard accounting principles. The financial statement shall be submitted within sixty (60) days of the close of an annual year.

(d) Late Charge. A late payment charge of two percent (2%) per month shall be added to any payments received after the last day of the calendar month in which payment is due. Casitas is not obligated to notify Concessionaire of accumulated late charges.

(e) Adjustments to Gross Sales. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Concessionaire 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 reported as gross receipts shall be included in gross receipts at the time they are collected.

(f) Concessionaire is not guaranteed a profit.

9. ACCOUNTING

Concessionaire hereby agrees at all times during the term to use a point of sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting principals and practices (showing all of its sales separate from its other concessions and/or stores). 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 use.

(a) Records. Concessionaire shall maintain accounting books and records including, but not limited to, daily sales records and journals, sales returns and allowance detail, cash receipts, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, state sales and use tax returns and a complete general ledger.

(b) Storage. All accounting books and records maintained by Concessionaire shall be kept by Concessionaire for a period of no less than three (3) years after the close of each calendar year

(c) Inspection. Concessionaire hereby grants to Casitas and its agents and accountants the right, during Concessionaire's normal business hours and upon reasonable notice, to inspect such books and records kept in connection with the business done or transacted in or upon the Demised Premises, for the purpose of verifying Concessionaire's Gross Sales. Casitas, for itself and for its agents and accountants, agrees to keep confidential all sales figures, audits and reports furnished by or obtained from Concessionaire, as between Casitas and its attorneys, lenders, financial partners, if any, accountants and other financial advisors.

(d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole

discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casita all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 24 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).

(e) **Subcontractors.** Concessionaire shall cause all of its subcontractors to comply with the accounting requirements set forth above to the extent those requirements are applicable, and all other applicable requirements of this Agreement.

10. OPERATIONS.

(a) General

- (1) **Compliance.** Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations and procedures; and obtain permits and/or licenses that are required for the Concession, including a mobile food facility valid Health Permit from Ventura County, or equivalent standard, and must be prominently displayed.
- (2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.
- (3) Concessionaire shall have non-exclusive rights to operate the Snack Bar only during the CWA annual seasons and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a public waterpark environment and recreational campground setting. Casitas reserves the right to deny specific goods.
- (4) Concessionaire shall maintain a cell phone or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any message left by Casitas within a twenty-four (24) hour time frame.
- (5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through E attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.
- (6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).
- (7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.

- (8) In the event Concessionaire fails to remove the Snack Bar within thirty (30) days of the last day of each season, then same may be removed or demolished by Casitas and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may deal on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- (2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. The Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Such employees, service and delivery companies and contractors will not necessarily be granted access into the LCRA. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.
- (3) Tuberculosis Screen. Concessionaire shall not employ any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. Concessionaire staff shall be required to undergo the foregoing examination at least once every four (4) years. Any staff that has a documented positive skin test confirmed by X-ray shall be immediately referred to the County's Health Officer. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association, which indicated freedom from active tuberculosis.
- (4) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.
- (5) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the public patronizing the Demised Premises. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

- (1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision

thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.

- (2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

- (1) Concessionaire is authorized non-exclusive rights to sell to the general public prepared and packaged snack bar food supplies, confections, soft drinks, approved personal products, souvenirs and clothing. The Snack Bar Concession shall be specifically excluded from selling fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, bait and tackle, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.
- (2) The supply in the Snack Bar shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.
- (3) Concessionaire may **not** obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control for this location.
- (4) All goods and services sold by Concessionaire shall conform to Federal, State and local laws, ordinances and regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager.

(e) Hours of Operation

Concessionaire shall establish regular hours of operation that will accommodate the visiting public demands. Upon commencement of the Concessionaire Agreement and by April 1 of each succeeding year, the Concessionaire shall submit to Casitas for review, change and approval a written seasonal schedule of hours (opening and closing times) for the operation. Any change to the schedule must be submitted to, and approved by, Casitas prior the implementation of the schedule change.

(f) Security

- (1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.
- (2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this

Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall make safety improvements as requested by Casitas' General Manager, insurance carrier or the Board.

(h) Advertising and Promotion

Concessionaire is responsible for the advertising and promotion of his/her own business.

- (1) Signs. Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g. web, newspaper, etc) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casita Recreation Area logo or name.
- (2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.
- (3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(i) Interruptions of Business

There is the possibility of interruptions of this Concession Agreement. These interruptions could be due to contamination of Lake Casitas, impacts on the Concession Agreement due to construction and maintenance projects, insurance changes, changes in lake level and any other similar business interruptions. Should these interruptions require Casitas to place additional restrictions upon the Concessionaire, Casitas shall not be liable for any expense or loss of business due to Concessionaire's complying with those additional restrictions, as long as the restrictions were consistently applied to other like-users of the LCRA. However, since insurance changes can be mandated by Casitas' insurer, Concessionaire shall not hold Casitas liable for expense or loss of business due to Concessionaire's complying with additional restrictions due to insurance changes, even where those restrictions were not consistently applied to like-users of the LCRA.

(j) Annual Review

Concessionaire shall be evaluated by Casitas under the Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted annually. All other evaluations shall be conducted as Casitas may desire. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(k) Utilities

The Demised Premises shall contain a two phase 90 AMP electrical outlet and a one-half inch (½") line of potable water. Concessionaire shall contract directly to provide and pay for any other necessary utilities serving the Demised Premises, including trash dumpster rental and the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(l) Sanitation

No offensive matter, or refuse, or substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted to accumulate or remain on the Demised Premises and within a distance of fifty (50) feet thereof. Concessionaire shall pay fees to collect and remove refuse to an area approved disposal site or landfill that is not located within the watershed of Lake Casitas. Refuse shall be removed as needed, but minimally once per week. Concessionaire shall furnish all equipment and materials necessary for refuse collection, including trash receptacles of the size, type, color and number required by the Casitas.

- (1) Debris. Concessionaire shall keep assigned areas free of foul odors, liter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. No added sanitation facilities shall be allowed. Concessionaire shall engage and pay for services including three (3) yard trash dumpster rental and the removal of the trash and garbage that is generated by the Snack Bar Concession from the LCRA. Casitas will empty trash containers located in the adjacent outdoor picnic areas. Concessionaire shall empty containers located within Demised Premises.
- (2) Concessionaire shall promote recycling and make it convenient for public use.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Water Adventure Snack Bar Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal and Gray Water. There are no arrangements in this Agreement to provide the Concessionaire sewage disposal other than in the adjacent public restrooms. Gray water removal and costs associated with its removal will be the responsibility of the concessionaire or in agreement with Casitas as stated in 8 (b) above.

(m) Incident Reporting

Concessionaire shall investigate or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, or other incidents of a serious nature within the Demised Premises. Concessionaire shall make an initial verbal/phone message report on such incidents to Casitas' designated

representative within two (2) hours of knowledge of the incident. Under most circumstances, or when requested by Casitas, Concessionaire shall submit a written incident report via hard copy or e-mail to Casitas' designated representative within two (2) calendar days of the verbal notice.

(n) Hazardous Materials

- (1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(o) Pest And Weed Control

Concessionaire shall not permit the use of any pesticides/chemicals on the Demised Premises.

(p) Protection Of Natural And Cultural Resources

- (1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.
- (2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

11. MAINTENANCE

(a) **Casitas' Duties.** Casitas shall repair and maintain the areas of and surrounding the Demised Premises. Casitas shall not maintain the any part of the temporary building erected by Concessionaire that is located within the Demised Premises. There shall be no abatement of rent, and no liability of Casitas, by reason of any injury to or interference with Concessionaire's business arising from the making of any repairs, alterations, or improvements to any portion of the Demised Premises. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statue or ordinance now or hereafter in effect.

(b) **Concessionaire's Duties.** Concessionaire shall maintain the Concession equipment and premises in good repair and condition. Concessionaire shall perform and pay for all repairs and replacements in compliance with applicable law. All maintenance and repairs shall be commenced within thirty (30) days of the need thereof and diligently completed. Maintenance includes, but is not limited to:

- (1) **Temporary and Seasonal Facilities Color Palette and Park Theme.** Concessionaire shall endeavor to create an atmosphere that is compatible with a natural park setting. All facility color schemes and façade materials must be approved by the Park Services Manager prior to locating mobile unit or installation.
- (2) **Graffiti Eradication and Control of Graffiti from the Outside Surfaces of Temporary Structures on said Demised Premises.** Concessionaire shall immediately remove graffiti at all times

during the days and hours of operation when observed and repair any property located on the Demised Premises damaged by criminal conduct.

- (3) **Equipment Repair or Replacement.** Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State and local laws and regulations.
- (4) **Concessionaire's Damage Liability.** The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.
- (5) **Default of Maintenance Obligations.** In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. FEES AND TAXES

(a) Public LCRA entrance and use fees will be set in accordance with the fee schedule established by Casitas and Casitas shall have the right to collect as income, receipts derived from recreation related permits and contracts which it issues and administers for activities within the LCRA, as authorized in the California Water Code Section 71660 et. Seq.,

(b) The use or occupancy of the Demised Premises by Concessionaire constitutes a property interest which may be subject to possessory interest taxes. Concessionaire will be liable for the payment of such possessory interest taxes and any other taxes which may be levied on the property pursuant to the applicable taxation code. Concessionaire shall pay the applicable County or State agency, before delinquent, all taxes and assessments including said possessory interest tax levied against Concessionaire by reason of use and occupancy of the Demised Premises.

13. RIGHTS OF CASITAS AND USBR

(a) The USBR retains the primary jurisdiction over the Ventura River Project and the LCRA. The USBR can give written notice to Casitas if the USBR determines that changes in land use for USBR purposes within the LCRA are necessary. Casitas will give written notice to Concessionaire if any land use changes required by the USBR are necessary.

(b) Casitas or the USBR may close the LCRA, or any portion thereof, including the Demised Premises, to public use whenever it is determined such restriction is necessary in the interest of water delivery project operation, public safety or national security. Casitas' designated representative will give written notice to Concessionaire of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. Concessionaire will enforce such closure and such enforcement will include coordination and cooperation with Casitas.

(c) The USBR and Casitas reserves the right to establish, grant or utilize additional easements or rights of way over, under, along and across the Demised Premises for utilities and/or public access to the LCRA provided Casitas shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Concessionaire shall not claim any damages, loss of business, impact costs or other costs of any kind due to such an easement.

14. INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless and defend Casitas its directors, employees, or authorized volunteers, and each of them from and against the following:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Casitas and/or Concessionaire, or any directors, officers, employees, or authorized volunteers of Casitas or Concessionaire, and damages to or destruction of property of any person, including but not limited to, Casitas and/or Concessionaire and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of Casitas or its directors, officers, employees, or authorized 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 Concessionaire.
- (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 Concessionaire 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) Concessionaire shall defend, at Concessionaire'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 Casitas' directors, officers, employees, or authorized volunteers.
- (e) Concessionaire 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) Concessionaire 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) Concessionaire agrees to carry insurance for this purpose as required by this Agreement. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Casitas, or its directors, officers, employees, or authorized volunteers
- (h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.
- (i) The parties hereto shall each be responsible and liable only for the negligent acts or omissions of their respective employees or assigns to the extent provided by law. However, nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each party against each other and third parties.

15. INSURANCE

Without limiting Concessionaire's indemnification of Casitas, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations listed herein. Such insurance shall be provided by insurer(s) satisfactory to the Casitas General Manager and evidence of such programs satisfactory to Casitas shall be delivered to the Casitas General Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Casitas is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by Casitas and shall name Casitas and the United

States Government additional insureds. If Casitas insurance requirements change, the Concessionaire will be required to make changes in their insurance accordingly at Concessionaire's sole expense.

(a) **Certificate of Insurance.** Prior to execution of the Agreement, Concessionaire shall file with Casitas a Certificate of Insurance (Acord 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 meet all insurance requirements under this Agreement.

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

(c) During the entire term and any extension of this Agreement, Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) 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 insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

(d) **Required Provisions.** The general liability 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, its 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 Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its 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, its directors, officers, employees, or authorized volunteers.
- (4) The Concessionaire'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.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire 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.

(e) 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.

(f) 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:VII or equivalent or as otherwise approved by Casitas.

(g) Workers' Compensation & Employer's Liability Insurance. By his/her signature hereunder, Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire, Concessionaire shall execute a California Workers' Compensation Law Certificate of Exemption.

(h) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

16. RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES

If during the term of the Agreement the buildings or improvements or such fixtures or equipment, on, below, above or appurtenant to the Demised Premises at the commencement of the term or thereafter erected, installed or placed thereon or therein shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and provided such destruction or damage is required to be covered by insurance, Concessionaire shall give the Casitas General Manager notice as soon as practicable thereof. Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof. Concessionaire shall promptly restore same to the condition existing immediately prior to such occurrence, or if not possible or feasible in view of the damage sustained and availability of funds with which to rebuild, terminate this Agreement.

(a) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.

(b) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within seven (7) days from the date of the damage or destruction, commence full repair at Concessionaire's cost and continue the performance of this Agreement in good faith to completion. In any event, the Demised Premises shall remain the property of Casitas. Casitas shall be under no obligation to make any repairs or reconstruct any buildings or structures.

17. NON-ASSIGNMENT

During the term of this Agreement, the responsibilities of the Concessionaire as described herein shall not be assigned to others without prior written approval of Casitas Board of Directors.

18. THIRD PARTY CONTRACTS AND PERMITS

Concessionaire may not enter into, or issue and administer, third party permits or concession contracts to persons or associations for the purpose of selling or soliciting services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this Agreement, without prior written approval of Casitas. Written approval shall be by amendment to this Agreement.

19. IMPROVEMENTS, EQUIPMENT AND INVENTORY

(a) Prior Written Approval. Construction of temporary and seasonal structures or improvements within the Demised Premises or removal of the same by the Concessionaire shall only be done with the prior approval of Casitas.

(b) Concessionaire shall not make any structure replacements or improvements on the Demised Premises without the prior written approval of Casitas of all plans, specifications and drawings. Approval may be withheld if the proposed alteration, addition, or improvement is not within the theme or character of the LCRA or if not approved by Reclamation, exceeds the express or implied scope of Concessionaire's services under this Agreement, sacrifices the public health, safety, or welfare, or for any other reason infringes on Casitas' operation of the LCRA. The Concessionaire shall provide to Casitas an initial request for consideration by Casitas and the USBR. Said request may include conceptual sketches and drawings.

(c) Cost and Expense. In the event that Casitas consents to Concessionaire making any alteration, addition, or improvement to the structures on the Demised Premises, Concessionaire agrees that the same shall be made at Concessionaire's sole cost and expense.

(d) Practices and Procedures. In erecting and placing the Snack Bar on the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Concessionaire agrees that Casitas shall have the right to access to the premises during the erection and placement of same for the purposes of Casitas' own inspection of the construction work. This inspection is not in service to the Concessionaire or a substitute for Concessionaire's inspection or control of the work. The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA.

(e) Insurance and Bonds. If applicable, Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof.

20. REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT

(a) The parties hereto shall meet prior to an upcoming season, or more often if requested by either party, to inspect the Demised Premises and Snack Bar and review the administration, operation, maintenance and requested development of the Concession. The purpose of this inspection and review is to ensure that administration, operation, maintenance and development procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Concession is in accordance with the intended purposes and in compliance with Casitas Ordinances. Deficiencies and problems shall be corrected in a timely manner by the Concessionaire.

(b) The USBR may conduct an annual inspection of Casitas and Concession operations and will provide in writing necessary corrective action and time line for compliance.

21. EXAMINATION OF RECORDS

(a) Casitas, a public entity, requires that, at any time, the Concessionaire produce for examination any pertinent books, documents, papers, and financial records of the Concessionaire and/or the Concessionaire's contractors, permittees involving transactions related to this Agreement within the Public Records Act parameters.

(b) Casitas may, at any time, request an independent audit of the Concessionaire's financial activities for the LCRA. Such independent audit shall be performed at the cost of Casitas. Any discrepancies found during such audits shall be corrected within a reasonable amount of time, as determined by Casitas, by the responsible party.

22. NOTICE TO CURE/DISPUTE RESOLUTION

(a) Non-Compliance. Notification of non-compliance with the terms and conditions of this Agreement shall be in writing, giving a period of time in which the non-compliance shall be corrected. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time shall be grounds for termination of all or part of this Agreement or temporary suspension of operation after notice in writing of such intent.

(b) Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute as soon as possible as outlined in Exhibit D.

(c) The inability of Casitas' and Concessionaire's designated representatives to mutually agree on a proposed action within thirty (30) calendar days, or longer period as may be agreed to by the parties hereto, may result in termination of this Agreement by either party.

23. TERMINATION

This Agreement shall terminate and all rights and obligations of the parties under this Agreement will cease under any one of the following conditions:

(a) Upon expiration of the term of this Agreement.

(b) For cause, including, but not limited to, violations of Casitas Ordinance entitled "An Ordinance of Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area", failure to pay fees, violation of health and safety regulations and violation of Federal, State and local regulations as applicable, upon receipt of a written notice of termination from Casitas.

(c) Without cause, upon receipt of written notice of termination from either party. This termination notice must be received at least one (1) year prior to proposed early termination date.

(d) At any time upon written notice to Concessionaire that Casitas has received a notice of termination from the USBR.

(e) In the case of termination for cause, Concessionaire must completely vacate the Demised Premises within thirty (30) calendar days of written notice of determination.

24. CANCELLATION UPON DEFAULT

(a) Notice to Concessionaire. Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Casitas General Manager shall give Concessionaire ten (10) days notice by registered, certified mail, or hand delivery of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon before the Board of Directors will be afforded on or before said date, if request is made therefor.

(b) Possession. Upon cancellation Casitas shall have the right to take possession of the Concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

(c) Notice to Lenders. The Casitas General Manager shall send a copy of any intended cancellation of this Agreement to any Lender whose security would be affected thereby provided that such Lender shall have previously registered with the Casitas General Manager by written notice specifying the name and address of said Lender; and upon Lender's request for postponement, extend the date set for cancellation by such time as the Casitas General Manager finds reasonable to correct the grounds for cancellation or to provide a new Concessionaire

under a power of sale or foreclosure contained in the hypothecation or mortgage. Any new concessionaire shall be responsible for correcting the original grounds for cancellation within a time set by the Casitas General Manager.

(d) Events of default shall be:

(e) The abandonment, vacation or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.

(f) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

(g) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.

(h) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.

(i) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.

(j) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

(k) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(l) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.

(m) The execution by Concessionaire of an assignment for the benefit of creditors.

(n) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.

(o) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.

(p) Waiver. Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.

(q) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to Casitas.

25. RIGHT OF ENTRY

(a) General. Any officers and/or authorized employees of Casitas may enter upon the Demised Premises any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms of this Agreement, or for any other purpose incidental to the rights of Casitas within the demised premises. No re-entry or taking of the premises by Casitas pursuant to this Agreement shall be construed as an election to terminate this Agreement, unless a written notice of such intention is given to Concessionaire or unless the termination thereof is decreed by a court of competent jurisdiction.

(b) Abandonment. In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

26. INDEPENDENT CONTRACTOR

In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor has been or is intended to be created. The parties to this Agreement do not intend to create a partnership, joint venture, relationship of master and servant, or principal and agent. It is mutually understood and agreed that the relationship created between the parties to this Agreement is to be determined in accordance with the laws relating to owners and lessees of real property.

27. SEVERABILITY

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.

28. NOTICE

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing: Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

Casitas: Casitas Municipal Water District, 11311 Santa Ana Road, Ventura, California, 93001

Concessionaire: Carlos Hernandez, 212 Del Norte Road, Ojai, California, 93023

29. BOARD REVIEW

The Board of Directors may review all decisions by the Casitas General Manager contained in this Agreement. A decision rendered by the Casitas General Manager is deemed final if it is not placed on the Board's agenda within sixty (60) days of being rendered by the Casitas General Manager. If the Board places a decision

rendered by the Casitas General Manager on the Board's agenda within said sixty (60) day period, the decision is not final until formally ratified by the Board.

30. MERGER AND MODIFICATION

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

31. ATTORNEYS FEES

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expense.

32. ASSIGNMENT

Neither the Concessionaire nor CASITAS shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

33. SUCCESSORS IN INTEREST

Subject to Paragraph 28, the rights and obligation of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

34. DESIGNATED REPRESENTATIVES/NOTICES

The parties hereto agree that the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

Casitas – General Manager, Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California 93022.

Designated Representative – Park Services Manager, 11311 Santa Ana Road, Ventura California 93001.

Concessionaire – Carlos Hernandez, 212 Del Norte Road Ojai, CA 93023

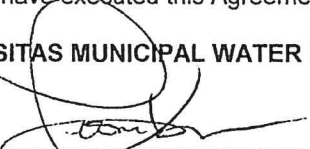
Any written notice, demand, or request, as required or authorized by this Agreement, shall be properly given if delivered by hand, or by mail, postage prepaid, to the other party as above listed. Both parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

35. **AGREEMENT DRAFTING CONSIDERATIONS**

The parties hereto agree and acknowledge that this Agreement has been drafted after full arms-length negotiations, and that the usual rule of contractual construction that all ambiguities shall be construed against the drafting party shall not apply to the interpretation of this Agreement.

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

CASITAS MUNICIPAL WATER DISTRICT

By: 

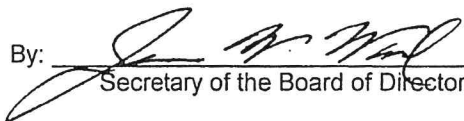
President of the Board of Directors

CONCESSIONAIRE

By: 

Carlos Hernandez

Attest:

By: 

Secretary of the Board of Directors

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Presentation and approval of an equity fleet leasing contract with Enterprise Fleet Management Inc. for a pilot program of the acquisition of seven vehicles.**
Date: April 21, 2021

RECOMMENDATION:

Approve the pilot program and contracts as presented.

BACKGROUND:

Enterprise Fleet Services provided a presentation for a pilot fleet acquisition program that involves 'equity fleet leasing' at the March 2021 Finance Committee Meeting.

The Committee asked questions about local maintenance shops as well as the District's ability to use the program to sell Casitas' used vehicles (a primary element of the program).

The Committee directed that the presentation be brought back to the April Finance Committee meeting for further discussion.

The Committee received the revised presentation at the April Finance Committee Meeting and directed that the issue be brought forward to the Board of Directors for consideration.

DISCUSSION:

Casitas Staff reviewed the Committee's question about the sale of Casitas' vehicles provided the following information on the subject:

- Casitas has disposed of surplus vehicles, materials, and equipment from time to time in the past by bringing a list of those items to the Board of Directors that was approved either by Resolution of Motion for disposal by the Board.
- Casitas has most recently used the services of Ventura County to dispose of surplus items.
- Casitas Staff was unable to locate a specific Casitas MWD ordinance or policy involving disposal of surplus items, including vehicles.

- Review of the California Special Districts Association (CSDA) sample policy handbook provided a Government Code Section involving the disposal of surplus public property:

1090.

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

- Assuming the Board of Directors approves a contract with Enterprise Fleet Services, this would provide a third-party for the disposal of surplus vehicles through a method not unlike that of the services of Ventura County that Casitas currently uses.

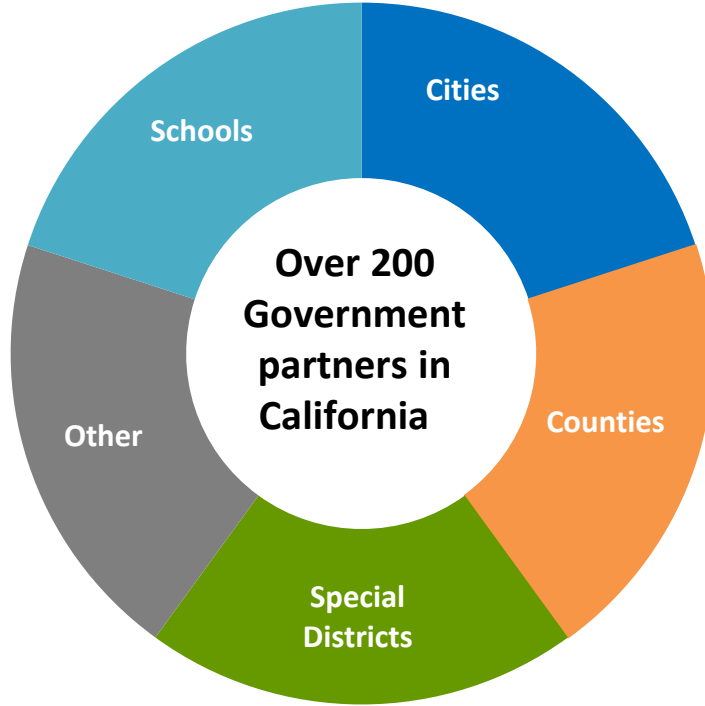
Representatives from Enterprise Fleet Services will attend the meeting and provide a presentation on the pilot program.

FLEET SYNOPSIS & PROPOSAL



FLEET MANAGEMENT

References

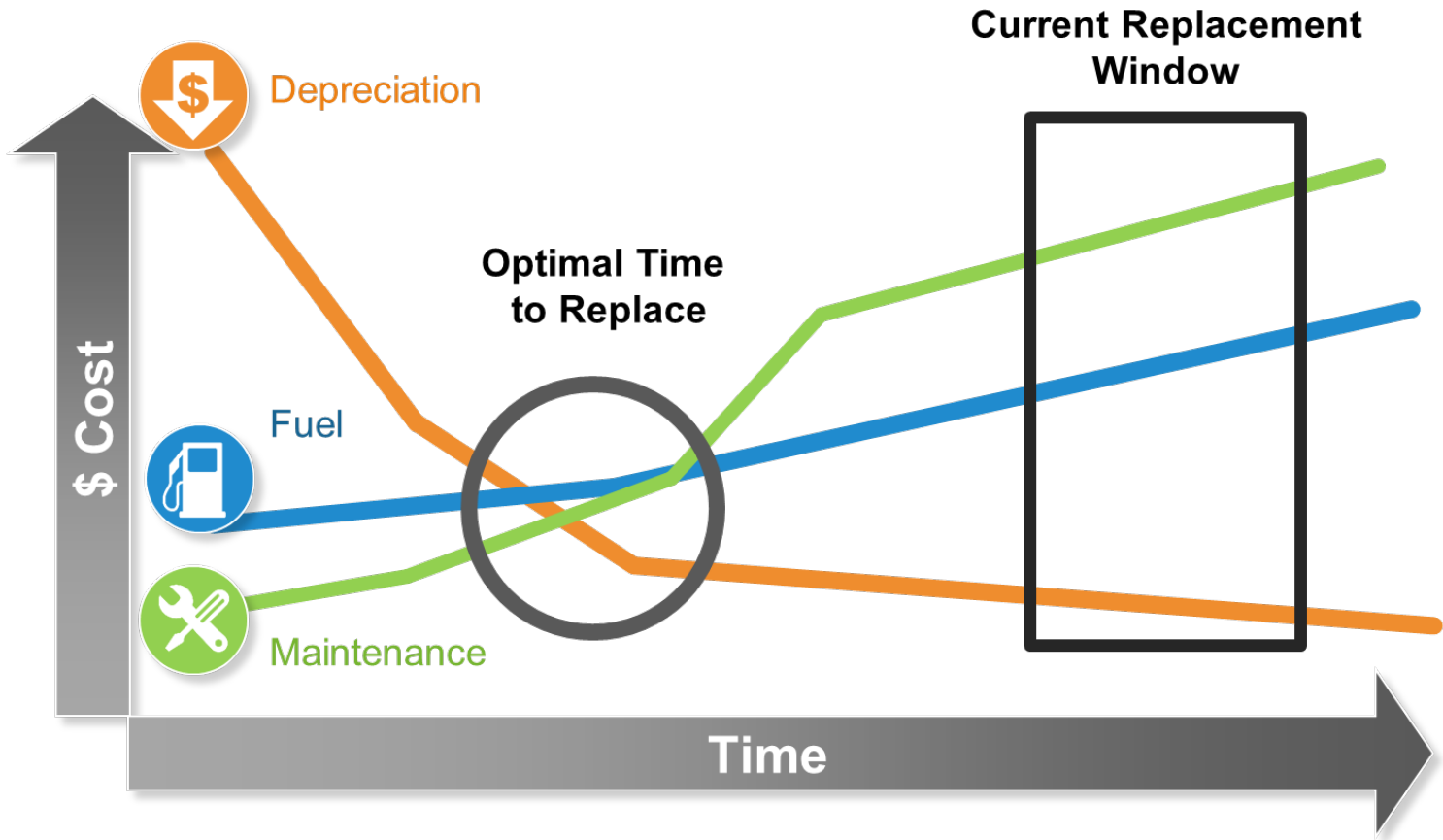


WEST COAST AIR CONDITIONING

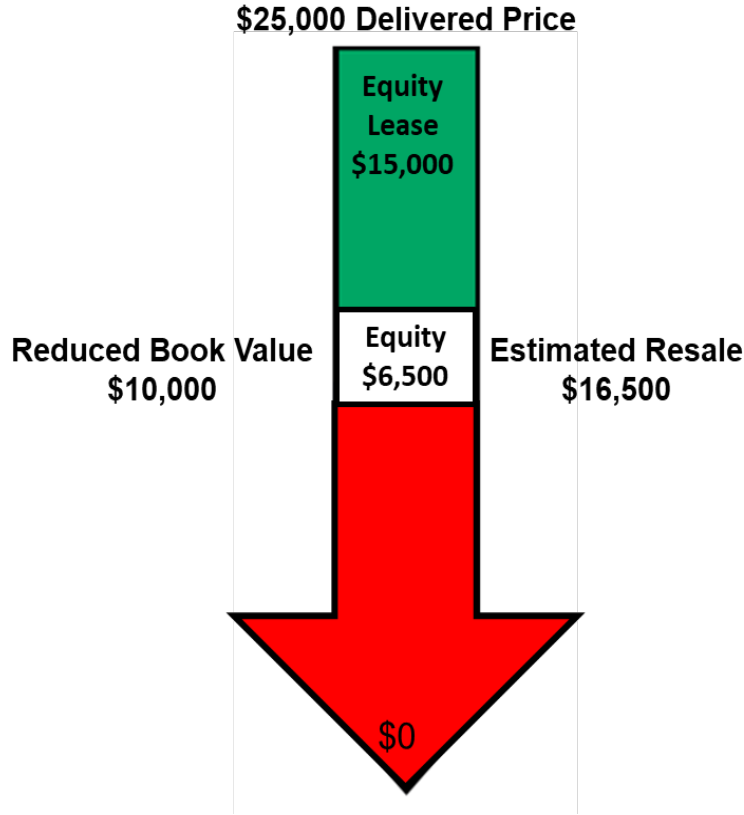


ENTERPRISE FLEET | Our Approach

Total Cost of Ownership



Open-End Equity Lease



Government Buying Power



2020 SUPER DUTY
F-250 XL [Details](#)

\$36,665 ⓘ
Estimated Net Price ⁵⁵

← FORD'S WEBSITE

Retail
Pricing

Est Retail incentive
\$2,750

Government Pricing **\$24,789**

MANHEIM AUCTION RESULTS

VEHICLE	Odometer	Sale Price	Capital Outlay
2019 Ford F-250 XL Reg Cab 4x2	1,969	\$29,200	-\$4,411
2018 Ford F-250 XL Reg Cab 4x2	17,535	\$25,000	-\$211
2014 Ford F-250 XL Reg Cab 4x2	64,100	\$16,500	\$8,289
2010 Ford F-250 XL Reg Cab 4x2	110,234	\$5,000	\$19,789

INTANGIBLE BENEFITS

- **Operational efficiency** – Significant reduction in staff involvement in vehicle selection and acquisition, maintenance, disposal, record keeping, DMV, etc.
- **Employee morale** – Employees will be acknowledged for taking care of CMWD equipment by being first in line to get a new vehicle if they have kept up their current vehicle
- **Safety** – New vehicles will come with most recent safety technology



38% of fleet is older than 2007

57% of fleet is older than 2012

82% of fleet is older than 2018

MAINTENANCE | EFM Shops within 5 Miles



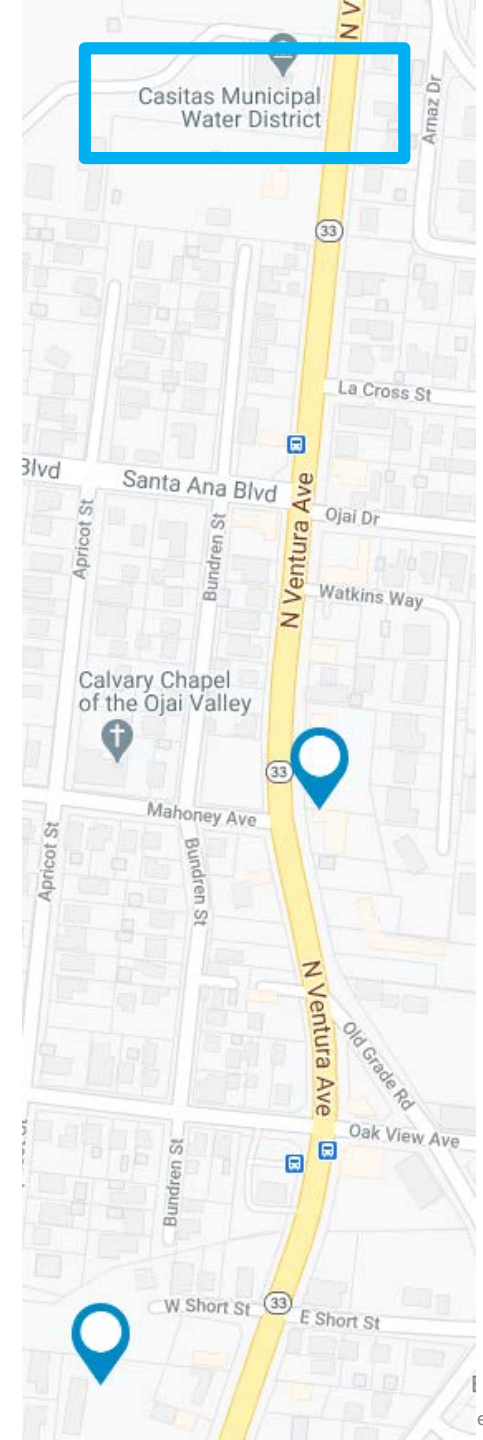
FRED'S TIRE MAN

545 North Ventura
Oak View, California 93022
Telephone: 805-649-2830



ROCK LONG'S AUTOMOTIVE

800 Ventura Ave
Oakview, California 93022
Telephone: 805-649-1251



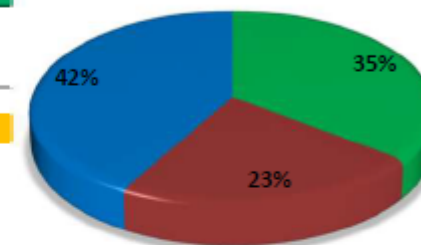
SUPPORTING EVIDENCE

Casitas Municipal Water District - Fleet Planning Analysis

Current Fleet	30	Fleet Growth	0.00%	Proposed Fleet	30
Current Cycle	10.00	Annual Miles	8,600	Proposed Cycle	2.90
Current Maint.	\$135.00			Proposed Maint.	\$39.36
Maint. Cents Per Mile	\$0.19	Current MPG	12	Price/Gallon	\$3.50

Fleet Costs Analysis

Fleet Mix			Fleet Cost								Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Effective Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Incl. Tax													
Average	30	3.0	30	0	88,907	0				48,600	75,250	212,757	0
'21	30	6	24	6	0	37,977	(6,100)	(23,826)	8,051	41,714	71,348	121,113	91,644
'22	30	10	18	12	0	95,352	(14,400)	(29,779)	51,172	34,828	67,446	153,446	59,311
'23	30	11	12	18	0	133,737	(48,400)	(48,754)	36,583	27,941	63,544	128,069	84,688
'24	30	14	6	24	0	166,622	(79,450)	(66,612)	20,560	21,055	59,643	101,258	111,499
'25	30	17	0	30	0	193,703	(98,100)	(109,834)	-14,231	14,169	55,741	55,679	157,078
'26	30	15	0	30	0	193,703		(153,755)	39,949	14,169	55,741	109,858	102,899
'27	30	20	0	30	0	193,703		(116,829)	76,874	14,169	55,741	146,784	65,973
'28	30	16	0	30	0	193,703		(138,082)	55,622	14,169	55,741	125,531	87,226
'29	30	19	0	30	0	193,703		(94,161)	99,542	14,169	55,741	169,452	43,305
'30	30	14	0	30	0	193,703		(131,086)	62,617	14,169	55,741	132,527	80,230
10 Year Savings											\$883,852	Avg. Sustainable Savings	\$75,926



Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	6	6	6	6	6	0
Est \$	\$1,017	\$2,400	\$8,067	\$13,242	\$16,350	\$0
TOTAL	\$6,100	\$14,400	\$48,400	\$79,450	\$98,100	\$0
Estimated Current Fleet Equity**					\$246,450	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet
 43% of the current light and medium duty fleet is over 10 years old
 Resale of the aging fleet is significantly reduced

Reduce operating costs
 Newer vehicles have a significantly lower maintenance expense
 Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget
 Challenged by inconsistent yearly budgets
 Currently vehicle budget is underfunded



PROPOSAL: Replace 7 Vehicles with Leases

Casitas Municipal Water District Sample Menu Pricing

Quote #	Current Unit #	Vehicle Type	Year	Make	Model	Quantity	Term	Estimated Annual Mileage	Monthly Cost Includ Tax (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Aftermarket Cost Included in Lease	Annual Cost Including Maintenance by Quantity	One Time Money Down on Aftermarket by Quantity	Estimated Equity at Term By Quantity	
4971954	23	1/2 Ton Pickup Reg Cab 4x4	2021	Ford	F150 Regular Cab XL 4x4 6.5' Bed	1	60	8,500	\$557	\$39	\$7,150	\$2,925	\$7,150		\$9,143	
4968241	42, 51	1 Ton Pickup Reg Cab 4x4	2022	Ford	F350 XL 4x4 Regular Cab SRW 10' Contractor Body Diesel	2	60	8,500	\$855	\$56	\$10,936	\$10,312	\$21,873	\$10,312	\$25,262	
4968246	14	3/4 Ton Pickup Reg Cab 4x4	2022	Ford	F250 XL 4x4 Regular Cab 8' Bed Gas 8' Utility Body Gas	1	60	8,500	\$637	\$41	\$8,134	\$10,502	\$8,134	\$5,251	\$13,054	
4968250	4	3/4 Ton Pickup Reg Cab 4x2	2022	Ford	F250 XL 4x2 Regular Cab 8' Utility Body Gas	1	60	8,500	\$595	\$39	\$7,615	\$7,890	\$7,615	\$1,973	\$11,111	
4971975	32	Passenger Van	2021	Chrysler	Voyager L	1	60	8,500	\$475	\$38	\$6,156		\$6,156		\$5,085	
4968215	15	1 Ton Pickup Reg Cab 4x4	2022	Ford	Ford F350 4x4 XL Regular Cab Crane Body Diesel	1	60	8,500	\$1,250	\$56	\$15,678	\$48,350	\$15,678	\$24,175	\$22,079	
						7										

*Lease rates are based upon factory order pricing and miles per year
 **Maintenance does not include replacement brakes or tires

Total Annual Cost Including Maintenance	\$66,604
Total One Time Money Down for Aftermarket	\$41,711
Capital Outlay Year 1	\$108,315
Estimated Equity from Sale of Owned	\$41,300
Effective Capital Outlay Year 1	\$67,015
Total Equity At Term	\$85,734



FLEET MANAGEMENT

Laura Clarke
(559) 360-0801

Laura.S.Clarke@efleets.com

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Customer _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and _____ (hereinafter referred to as “CUSTOMER”), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ _____ or the maximum permitted by law (“Service Fee”).
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: _____

Customer Name: _____

Year, Make, Model: _____ Color: _____

Vehicle Identification Number: _____

**Clear title MUST be returned with this paperwork before
vehicle can be delivered to Enterprise location.**

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

_____ I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

_____ The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

_____ The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)

_____ I am aware of no structural or mechanical defects.

_____ I certify that the true and actual mileage on this vehicle at the time of trade to be _____; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Casitas MWD

Director Appointment Requirements and Guidelines

Requirements:

1. The candidate must live within the boundaries of the Casitas MWD Division under consideration for appointment.
2. The candidate must not be barred from holding public office in the State of California.
3. Casitas MWD will advertise the vacancy at least fifteen (15) days in advance of the appointment of a candidate to a director vacancy as per California Government Code Section 1780.

Guidelines:

1. The Casitas MWD Board of Directors will solicit applications to the vacancy which may include an application form, letter of interest, resume', candidate statement, etc.
2. Proof of proper residency within the Casitas MWD Division under consideration will be the responsibility of each candidate with verification to be conducted by the Casitas MWD Clerk of the Board.
3. Interviews for the vacancy will be conducted in open session during either a regular or special meeting of the Casitas MWD Board of Directors.
4. The Casitas MWD Board of Directors will vote on each candidate with the votes being only made in the affirmative.
5. The successful appointee will be determined by that candidate that garners the most affirmative votes.
6. In the event of a two-way tie, the Board President will initiate a single coin flip between the candidates with each candidate being assigned by the Board

President (or designee) either ‘Heads’ (the profile picture) or ‘Tails’ (the side opposite the profile picture). The side of the coin that is facing up after the flip will thus determine the appointee.

7. In the event of a three-way or more tie, the Board will discuss and decide upon a means to resolve the tie which may include retaking the vote, drawing of straws, or some other means.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: MONTHLY ENGINEERING STATUS REPORT
DATE: 04/28/2021

RECOMMENDATION:

The Board receive and file the Monthly Engineering Project Status Report for April 2021.

DISCUSSION:

The status of Water Security and Infrastructure Improvements projects for April 2021 is provided below and in the attachment.

Project	Anticipated Committee / Date	Anticipated Board Date / Action
WATER SECURITY PROJECTS		
Comprehensive Water Resources Plan	TBD	4/21/21
<ul style="list-style-type: none"> • Special Board meeting held 4/21/21 to discuss safe yield and projected demand • Supply (includes Lake Casitas Safe Yield and Mira Monte Well) – 15,010 AFY; Projected Demand – 14,525 AFY 		
Urban Water Management Plan	TBD	6/23/21 Public hearing and adoption
<ul style="list-style-type: none"> • Safe yield and projected demands to be incorporated • Notice to Cities and County to be sent no later than 4/23/21 • Determined populations for Casitas wholesale, Casitas retail, and Ojai retail systems using census data and DWR population tool • Preparing SBX7-7 calculations to ensure conservation targets met • Preparing Water Service Reliability and Drought Risk Assessment 		
Casitas-Ventura State Water Project Interconnection	TBD	TBD
<ul style="list-style-type: none"> • Project on hold 		
Ojai Wellfield Rehabilitation/ Replacement	TBD	TBD
<ul style="list-style-type: none"> • Mutual Well #7 well equipping and site work design 60% comments returned to engineer 		
Horizontal Bore (HOBO)/Deep Vertical Test Bore	TBD	TBD
<ul style="list-style-type: none"> • No work performed on FS-299 permit with USFS 		
Ventura-Santa Barbara Counties Intertie	TBD	4/28/21 Authorize ROW services agreement 5/26/21 Adopt IS-MND
<ul style="list-style-type: none"> • Weekly design meetings held with WWE, reviewing system hydraulics and chemical treatment needs • Agreement for Hamner, Jewell and Associates presented at Board meeting of 4/28/21 		

Project	Anticipated Committee / Date	Anticipated Board Date / Action
for professional right-of-way services <ul style="list-style-type: none"> Notice of Intent and Initial Study/Mitigated Negative Declaration released 4/2/21; public comment period ends 5/2/21 		
Robles Diversion Fish Screen Prototype Testing	TBD	TBD
<ul style="list-style-type: none"> Coordinating installation of horizontal wedge-wire screens with USBR/NMFS Participating in Robles Working Group meetings 		
INFRASTRUCTURE IMPROVEMENTS		
Ojai Water System Improvements	TBD	5/26/21 Award Lion St Pipeline Replacement and Fairview Road Connections
<ul style="list-style-type: none"> West Ojai Meter Relocation Reimbursement Agreement sent to property owners; one signed and returned Grand Avenue Pipeline Replacement construction underway Lion Street Pipeline Replacement and Fairview Road Connections to be awarded 5/26/21 West Ojai Pipeline Replacement construction underway on Bristol, Topa Topa, Santa Ana, San Antonio, Crestview, and Oak Creek West and East Ojai Avenue Pipeline Replacement Caltrans permit application submitted Ojai Water System and Casitas System Integration Evaluation, draft tech memo due mid-April Mutual Wellfield Piping Improvements on hold until FY 21-22 		
Rincon Pump Plant Electrical Upgrade	TBD	TBD
<ul style="list-style-type: none"> Contractor completing punch list items Final change order in process 		
Asphalt Paving	TBD	TBD
<ul style="list-style-type: none"> Patch list #7 complete Notice Inviting Bids for FY 21-22 to be released 4/23/21 		
Rincon Main (Ayers Creek Crossing) Pipeline Replacement	TBD	TBD
<ul style="list-style-type: none"> Final Project Completion Report submitted to permitting agencies 		
Rincon 2(M) Main Replacement Alternatives Study and Preliminary Design Report	TBD	TBD
<ul style="list-style-type: none"> Draft Tech Memo comments returned to engineer 		
Casitas Dam Hollow Jet Valve Replacement	TBD	TBD
<ul style="list-style-type: none"> No update 		
Santa Ana Bridge Pipeline Relocation	TBD	TBD
<ul style="list-style-type: none"> County to schedule pre-construction meeting for affected utilities 		

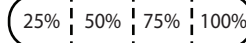
Project	Anticipated Committee / Date	Anticipated Board Date / Action
Ojai East Reservoir Residual Management System	TBD	TBD
<ul style="list-style-type: none">• Residual management system equipment delivered• Building and equipment pad placed• Piping and appurtenance installation ongoing		

Attachment: Monthly Status Report



Engineering Project Status April 2021

★ Indicates Change



Casitas Water System
Ojai Water System
Lake Casitas Recreation Area



	CONSULTANT SELECTION	PLANNING	DESIGN	BIDDING	CONSTRUCTION
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Water Security

Water Resources Plan
Casitas-Ventura SWP Interconnection Preliminary Design

and Site Work
Ventura-Santa Barbara Counties Intertie

Infrastructure Improvements

Robles Facility Gantry Crane

MWWTP Pipeline Condition Assessment

Santa Ana Blvd Bridge Pipeline Relocation (Pipeline)

Rincon Lateral and Fairview Road Connections

Santa Ana Blvd Bridge Pipeline Relocation (Casing)

Emergency Generators Rincon, Avenue 1 and Avenue 2 Pump Plants

Ojai East Reservoir Re-coating
East Ojai Avenue Pipeline Replacement

Ojai East Reservoir Residual Management System ★

MWWTP Water Quality Improvements

Running Ridge Zone Hydraulic Improvements

Diesel Tank Pad Design ★

West Ojai Pipeline Replacement ★

Casitas System Master Plan

Mutual Wellfield and Grand Ave Pipeline Improvements

Grand Ave Pipe Replacement

Casitas Dam Hollow Jet Valve Replacement

Ojai Water System Wellfield VFD Design ★

FY 20-21 Asphalt Paving

Rincon 2(M) Pipeline Replacement ★

Ojai Inspection Facility and San Antonio Wellfield Building Improvements

OWS and Casitas System Integration Evaluation

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR MARCH 2021
DATE: APRIL 28, 2021

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	1.13"	1.25"	1.08"
Water Year (WY: Oct 01 – Sep 30)	6.39"	6.45"	5.71"
Average station rainfall to date	20.87"	25.23"	18.89"

Ojai Water System Data

Wellfield production	102.39 AF
Surface water supplement	0.89 AF
Static depth to water surface – Mutual #4	110.80 feet
Change in static level from previous month	-14.30 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	0 AF
Diversion days this month	0
Total Diversions WY to date	33.5 AF
Diversion days this WY	4

Casitas Reservoir Data

Water surface elevation as of end of month	496.26 feet AMSL
Water storage last month	92,742 AF
Water storage as of end of month	91,937 AF
Net change in storage	- 805 AF
Change in storage from same month last year	- 9,215 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

CASITAS MUNICIPAL WATER DISTRICT

MINUTES

Recreation Committee

(this meeting was held telephonically)

DATE: April 23, 2021
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Recreation Committee Meeting of April 9, 2021, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Brian Brennan
Director Pete Kaiser
General Manager, Michael Flood
Executive Administrator, Rebekah Vieira
Park Services Manager, Joe Martinez
Division Officer, Joe Evans
Park Services Officer, RJ Faddis

2. **Public Comments.**

None

3. **Board/Management comments.**

Director Kaiser made comments about the excellent staff response on Easter weekend.

GM Flood made comments regarding current District operations during the pandemic as well as the status of the shutdown on the Rincon system.

4. **Discussion of the LCRA Park Store and Casitas Water Adventure Concessionaire Contracts**

GM Flood indicated that the Park Store wasn't interested in an extension of the contract and thus only the Snack Bar Concessionaire contract is under consideration at this time. GM Flood then went over the contents of the memo.

Director Brennan indicated his support of extending the Snack Bar contract.

Director Kaiser indicated his support of the extension of the Snack bar contract due to the effects of pandemic and offered his thanks to the concessionaire.

The Committee directed that this item be forwarded to the Board for consideration.

5. **Lake Casitas Recreation Area User Fee Survey**

GM Flood covered the contents of the memo with the Committee.

Director Brennan made comments regarding the change to the kayak fee and annual decals.

Director Kaiser made comments regarding the kayak fee, annual decal, and the demand for additional decals and that staff should look at providing a discount on an annual kayak storage fee.

DO Evans answered questions about the bait and tackle kayak storage and that staff would consider how much to discount an annual kayak storage fee.

The Committee asked that this item be forwarded to the Board for consideration of setting a fee hearing.

6. **Discussion of the Provision of a Walk-In Customer LCRA User Fee**

GM Flood covered the contents of the memo with the Committee.

DO Evans indicated that the Bureau of Reclamation had no opinion on this matter and that walk-in customers are typically local residents.

Director Brennan indicated that having walk-in customers supports Casitas' efforts at the lake and that he isn't in favor of charging those customers.

Director Kaiser expressed concern over the foot traffic issue noted in the memo.

DO Evans indicated that crosswalks are added in the summer to provide additional safety to walk-in customers.

The Committee asked staff to continue to monitor the situation and bring forward any issues to the Committee.

7. **Discussion of LCRA Fishing Tournament and Moonlight/Night Fishing Fee Adjustments**

GM Flood covered the contents of the memo with the Committee.

Director Kaiser asked questions about quagga mussel inspections/quarantine and staffing level for these events.

PSO Faddis indicated that quagga mussel protocols are still in place during these events.

DO Evans indicated Park Ranger patrols are increased during these events.

The Committee directed staff to forward this item to the Board to be included with the LCRA fee adjustment item.

8. **Review of the February 2021 Recreation Report**

PSM Martinez reviewed the report with the Committee including park maintenance, park attendance, installation of the Wadleigh Arm trailhead, revenues and the likely increase in park revenues in the coming months.

Director Kaiser made comments regarding COVID issues, the Wadleigh Arm trailhead and kiosk, and State and Federal reimbursements.

GM Flood gave an update on the status of FEMA reimbursements.

9. **Review of Incidents and Comments.**

DO Evans presented the LCRA incident statistics including customer service issues, medical situations, Sheriff contacts and violations.

Director Brennan asked if there were any issues with the County's RV program for homeless residents and that any future budget needs should be communicated to the Committee.

DO Evans indicated that there has been no specific issues related to the County's program.

Director Kaiser complimented staff on a job well done.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES

Finance Committee

(this meeting was held telephonically)

DATE: April 23, 2021
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Finance Committee Meeting of April 16, 2021 at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Neil Cole
Director Richard Hajas
General Manager, Michael Flood
Assistant General Manager, Kelley Dyer
Chief Financial Officer, Janyne Brown
Safety Officer, Greg Romey
Enterprise Representative, Laura Clarke

2. **Public Comments.**

None

3. **Board/Management comments.**

None

4. **Presentation of an equity fleet leasing and management program by Enterprise Fleet Services.**

GM Flood introduced the item.

Representatives of Enterprise Fleet Management Inc. made a presentation to the Committee.

Director Hajas indicated he had implemented a similar program at Camrosa Water District

The Committee directed staff to forward this item to the Board for further consideration.

5. **Review of the Draft Casitas MWD Fiscal Year 2021-2022 Budget**

GM Flood reviewed the contents of the memo and covered the overall schedule for the budget's eventual consideration by the Board.

Director Hajas made comments regarding revenues and expenses and the need to look at adjustments to both categories in the future and that he would send along some additional questions on the budget when they are ready.

6. **Review of the Financial Statements for February 2021**

CFO Brown made comments regarding the statements including revenues and expenses.

7. **Review of the Consumption Report for December 2021.**

GM Flood covered the report with the Committee indicating that consumption demand will likely reach 12,000 AF by the end of the fiscal year.