

Casitas Municipal Water District
RECREATION COMMITTEE
Special Meeting Agenda
Brennan/Kaiser
June 7, 2021 – 10:00 a.m.

This meeting will be conducted via teleconference.

To participate or listen to the meeting please call

(888) 788-0099 or (877) 853-5247

Enter Meeting ID: 990 6514 5731#

Passcode: 632297#

1. Roll Call
2. Public comments.
3. Review of a proposed Specialized Vendor pilot program.
4. Review of the event application for the Ojai Nest Fest proposed for October 2021.
5. Review of April 2021 Recreation Report.
6. Review of Incidents and Comments.

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

CASITAS MUNICIPAL WATER DISTRICT
Committee Memo

DATE: 06/03/2021

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: 2021 Specialized Vendor Pilot Program

The Lake Casitas Recreation Area is considering having a mobile vendor selling Ice cream, shaved ice and coffee during the upcoming 2021 summer season and holidays.

If the program is successful we would send it out for public bid for the 2022 summer season.

A trial program covering this summer season is being proposed to obtain values and accuracies for bid purposes as well as feedback from LCRA staff and visitors.

Additionally, the pilot program will govern the items needed for contractual purposes, as to nature of the items sold, areas of the park allowed for sales, days, hours and the fee schedule (flat rate or profit sharing).

LCRA staff was approached by a vendor providing this service and the vendor was permitted to operate in the park during recent holidays. Approximately six hours of operation paid out 20% of its profits (over \$500) to LCRA.

LCRA staff did receive some concerns from our two current concessionaires, but it should be noted these vendors don't have exclusive agreements with Casitas.

Additionally, they will have the opportunity to bid if this program proves to be beneficial to the District.

A copy of a draft of a contract for the purpose of the 2021 Pilot Program is attached and will need to be approved by the Board once in final draft form.

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA
COMMERCIAL ACTIVITY PERMIT AND AGREEMENT
PILOT PROGRAM FOR THE SALE OF GOODS**

THIS PERMIT is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, called herein "Casitas", and **TRIPLE LLL ENTERPRICES LLC, DBA TIKIZ SHAVED ICE & ICE CREAM**, called herein "Company".

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1 Description

(a) Casitas hereby grants to Company and its employees, agents, contractors and suppliers (only as listed on Exhibit A attached hereto which shall be updated as changes occur), permission to enter upon and use the property located at 11311 Santa Ana Road, Ventura, California 93001 (herein called "**Property**"), in compliance with Casitas Municipal Water District Ordinance 20-01, Sections 7.5.9 and 14.1. Casitas acknowledges Company use of the public property for the purpose of operating a Mobile Food Vendor (herein called "**Activity**") from **May 28, 2021 through September 30, 2021, subject to the provisions in Attachment A.**

(b) Casitas will not make any additions or changes to its facilities and will provide its facilities for Company on an as is basis. While Casitas will make every effort to provide its facilities for Company, Casitas shall have no liability to Company if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies revoke permits or authorization to use facilities.

(c) Company agrees to utilize the Property as any regular customer, leave it in as good condition as when it was received, reasonable wear and tear from uses permitted herein excepted. Advertising or any other signs may not be placed on the Property.

(d) Company agrees to use reasonable care to prevent damage to Property, and will indemnify Casitas, and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the activity hereunder.

2. Fees

All applicable Public Use Fees will be charged to customers/clients and visitors. **Entrance fees will be waived for employees, agents, contractors and suppliers (only as listed on Exhibit A attached hereto which shall be updated as changes occur).**

Twenty percent (20%) of gross sales will be paid to Casitas monthly by the tenth day of the month following the sales period covering the previous month. This fee shall be accompanied by a sales breakdown outlining the sales for each day in the period.

3. Commercial General Liability for the Activity.

(a) Coverage. Coverage for commercial general liability shall be at least as broad as the following:

- (1) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).

(b) Limits. Company shall, during the course of this Activity, maintain general liability 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 activity/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.

(c) Required Provisions. The general liability policy is to contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises occupied or used by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this Activity, the Company's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (4) The Company'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 Company against loss from liability imposed by law upon, or assumed under contract by, Company for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

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

(e) Acceptability of Insurers. All 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.

(f) Workers' Compensation & Employer's Liability Insurance. By signature on behalf of Company hereunder, the undersigned 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 Activity. The Company shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on the Activity, 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 Company 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 Company, Company shall execute a California Workers' Compensation Law Certificate of Exemption.

(g) Evidences of Insurance. Prior to commencement of Activity, Company shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include a copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include (c) Required Provisions (1) through (7) above.

(h) The Company shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance. Failure to provide the required insurance coverage will result in the loss of the use of the property. Company shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

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

(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 the United States of America (Bureau of Reclamation), Casitas and/or Company, or any directors, officers, employees, or authorized volunteers of Casitas or Company, and damages to or destruction of property of any person, including but not limited to, the United States of America (Bureau of Reclamation), Casitas and/or Company and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Activity to be performed under this Agreement, however caused, regardless of any negligence of the United States of America (Bureau of Reclamation), 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 Company.

(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 Company or 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) Company shall defend, at Company'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) Company 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) Company 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) Company agrees to carry insurance for this purpose as set out in the specifications. Company's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the United States of America (Bureau of Reclamation), Casitas, or its directors, officers, employees, or authorized volunteers.

5. **Quality of Equipment and Services.** Service to the public of a high quality and at reasonable charges is of prime concern to Casitas and is considered a part of the consideration for this Agreement. Therefore, Company agrees to operate and manage the equipment and services offered in a first-class manner and comparable to other first-class facilities providing similar activities and services during the term of this Agreement. Company shall provide equipment of a high quality and shall maintain a high standard of service at least equal to that of other businesses in Ventura County and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Company shall immediately remove or withdraw any equipment or services which may be found objectionable to the Park Services Manager, following receipt of notification therefor based on findings that the provision of such equipment or services is harmful to the public welfare.

6. **Compliance with Rules and Regulations.** The Company hereby certifies that its representative has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the Activity or arise out of the Activity. Company shall enforce the applicable Park rules and regulations in the Recreation Area. Failure to do so may result in forfeiture of this Commercial Activity Permit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Company must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

7. **Permits and Notifications for Activity**

(a) Company shall notify and make all necessary arrangements, as applicable, with federal, state and local public agencies, including, but not limited to, the United States Bureau of Reclamation, California Department of Fish and Wildlife, Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department and the Ventura County Fire Department.

(b) In the event any federal, state or local public agency does not require specific permits to be issued for the activities covered by this Agreement, Company shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

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

9. **Publicity.** Company hereby agrees that Casitas may utilize any publicity generated for, or because of the Activity for the mutual and/or separate benefit of Company and/or Casitas at no cost to Casitas. Company agrees that the words "Lake Casitas Recreation Area" shall be used in all promotional materials, including electronic and printed.

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

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

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

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

13. **Entire Agreement.**

(a) This document and **its attachments** constitute the entire Permit Agreement between Casitas and Company for the use granted at the Lake Casitas Recreation Area for the Activity.

(b) This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Company and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager.

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

Company: Larry Lancelle
15534 Dracena Ave
Moorpark, CA 93021
(833) 805-0805
larry@tikiz.net

CMWD: R.J. Faddis, Park Services Officer
Lake Casitas Recreation Area
11311 Santa Ana Road
Ventura, CA 93001
(805) 649-2233, ext. 117

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective May ____, 2021.

**“COMPANY”
LARRY LANCELLE**

By: _____
Title: Owner

**“CASITAS”
CASITAS MUNICIPAL WATER DISTRICT**

By: _____
JoeAnthony Martinez, Park Services Manager

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA
COMMERCIAL ACTIVITY PERMIT AND AGREEMENT
PILOT PROGRAM FOR THE SALE OF GOODS
ATTACHMENT A**

1. **Goods Authorized For Sale.** Company is authorized to sell items listed in Section 1 of this Attachment only.

- (a) Shaved Ice
- (b) Ice Cream
- (c) Iced/Hot Coffee
- (d) Hot Chocolate

2. **Area of Operations.** Company is authorized to conduct Activity within the Lake Casitas Recreation Area except for those areas listed in Section 2 of this Attachment. A map is included in this Agreement (Attachment B).

- (a) Santa Ana Launch Ramp
- (b) Picnic Area #1
- (c) Campground F
- (d) Picnic Area #8
- (e) The Main Road beginning at the entrance to Upper F Campground to Santa Ana Point

3. **Expectation of Presence.** Company shall be present each Saturday during the term of this Agreement. Company shall be present Saturday, Sunday, and Monday of Memorial Day Weekend (May 29, 30, 31). Company shall be present Saturday, Sunday, and Monday of July Fourth Weekend (July 3, 4, 5). Company shall be present Saturday, Sunday, and Monday of Labor Day Weekend (September 4, 5, 6). Company may be present any additional days during the term of this Agreement.

4. **Pilot Program/Termination of Agreement.** It is understood that this is a pilot program, not subject to automatic renewal, and may be terminated at any time by either party. In the event Casitas, in its sole discretion, terminates the Agreement, this Agreement will immediately cease with no further obligation of either party, each to the other.



**“COMPANY”
LARRY LANCELLE**

By: _____
Title: Owner

Area of Operations

Exclusions

Legend

-  Lake Casitas Recreation Area and Park
-  Main Road

Google Earth

© 2021 Google



2000 ft

CASITAS MUNICIPAL WATER DISTRICT
Committee Memo

DATE: 06/03/2021

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: Review of the event application for the Ojai Nest Fest proposed for October 2021

LCRA Staff has received an application and related materials from Veteran's Independence Foundation (Neil Blitstein) for an event being called the Ojai Nest Fest being proposed for October 2nd & 3rd, 2021.

The event will have numerous facilities including two live music stages, a food court, water slides, a train ride, a bouncy house, and a beer garden (alcohol will be sold) and is expected to draw about 2,500 attendees.

The proposed contract contemplates a flat fee of \$2,500.00 for the event with no revenue sharing.

Insurance requirements are identical to those for other similar events at the LCRA event area (\$7M General Liability and \$2M Liquor Liability).

LCRA staff has no previous experience with this vendor but the event application notes a previous event held by this vendor in the Pasadena area.

Once acceptable to the committee, the draft contract would need to be approved by the Board.

A copy of the event application, agreement and the vendor's proposed public safety plan is attached.



LAKE CASITAS RECREATION AREA

APPLICATION FOR SPECIAL EVENT FACILITY USE

11311 Santa Ana Road Ventura, CA 93001 Phone: (805) 649-2233 Fax: (805) 649-4661

Applicant (Name): _____ Date: _____

Organization: _____

Applicant Address: _____

Business Phone: _____ Evening Phone: _____

Cell Phone: _____ Fax Number: _____

Contact Person on site or available by phone on day of event: _____

Phone: _____ Cell Phone or Pager: _____

List any professional or volunteer event organizer or event service provider that is authorized to work on behalf of the sponsoring organization to produce this event.

Name: _____ Phone: _____

Address: _____

EVENT INFORMATION

Type of event:

- | | | |
|---|--|------------------------------------|
| <input type="checkbox"/> Run/Walk/Bike Tour | <input type="checkbox"/> Park Festival | <input type="checkbox"/> Disc Golf |
| <input type="checkbox"/> Camping Event | <input type="checkbox"/> Gathering/picnic (reunions, etc.) | |
| <input type="checkbox"/> Concert Production | <input type="checkbox"/> Other (specify) _____ | |

Facility Requested (Attach map or diagram if necessary):

- Event Area
- Picnic Area 1
- Santa Ana Ramp
- Coyote Ramp
- Campground(s) _____
- Other _____



LAKE CASITAS RECREATION AREA

APPLICATION FOR SPECIAL EVENT FACILITY USE

11311 Santa Ana Road Ventura, CA 93001

Phone: (805) 649-2233 Fax: (805) 649-4661

Event Title: _____

Event Dates: _____ - _____

Approx. Number of Spectators: _____

Approx. Number of Participants: _____

Approx. Total attendance: _____

Actual Event Hours: _____ am/pm to _____ am/pm

Will a staging/setup/assembly/construction location be required? _____ Yes _____ No

If yes, Date: _____ Starting time: _____ am/pm

Dismantling Date: _____ Start Time: _____ am/pm Completion time: _____ am/pm

Areas to be set up: _____

Description of the scope of setup/assembly work: _____

1. List all activities your group will engage in at the Park (Approval may be withheld for any activities not listed):

2. Will alcohol be sold at the event Yes No

If yes, I _____ will ensure that alcohol will only be consumed by adults of legal drinking age. Alcohol Beverage Control approval must be obtained and submitted to CMWD if alcohol will be sold, before approval can be made on this application. ABC licenses may be checked by law enforcement personnel during your event.

Signature of Applicant: _____ Date: _____

3. List all equipment that participants, officials & spectators of your event may wish to bring into the Park:

4. Vehicles cannot enter closed areas without special written permission. If you think you may need to drive into a closed area for loading or unloading or for any other reason, list below:

5. Describe in detail the type of advertising to be used to attract people to your event:



LAKE CASITAS RECREATION AREA

APPLICATION FOR SPECIAL EVENT FACILITY USE

11311 Santa Ana Road Ventura, CA 93001

Phone: (805) 649-2233 Fax: (805) 649-4661

6. Will any money be exchanged at your event? Yes No. Explain for what purpose (include entry fees, food sales, etc.):

Admission Fee	\$ _____ per person	\$ _____	Estimated Gross Receipts
Vendor Fees	\$ _____ per person	\$ _____	Estimated Expenses
Participant Fees	\$ _____ per person	\$ _____	Projected Revenues

Additional information on money exchange:

7. Are there any commercial or promotional activities associated with your event? Yes No. If Yes, explain:

8. Will you be using amplified sound equipment of any kind? Yes No, If Yes, explain:

9. Will you have a musical group of any kind? Yes No. If Yes, explain:

10. List two responsible adults who will attend the event and who will be responsible for the activities and conduct of all people who come to the Park to attend your event (including for setup and cleanup):

11. Will any event participants camp overnight in the event area during the event? Yes No.
If yes, how many units? _____ (6 people per unit maximum.) How many nights? _____ (See Agreement)

12. Will you be having animals in the event area? Yes No. If yes, please explain as to type, number, temporary corrals, etc. (See Agreement):

13. If you will be having animals, please provide the name, address and telephone number of a local veterinarian who has agreed to be a consultant on 24 hour call in the event of an emergency. (See Agreement):

14. Do you have transportation available at all times to transport the animal(s) out of the Park in the event of sickness, emergency or at the request of Park personnel? Yes No.

15. Will you be using any type of explosives for special affects during your event? Yes No. Please explain (See Agreement):

16. Will you be using a large tent where the public will gather during your event? Yes No. (See Agreement)



LAKE CASITAS RECREATION AREA

APPLICATION FOR SPECIAL EVENT FACILITY USE

11311 Santa Ana Road Ventura, CA 93001

Phone: (805) 649-2233 Fax: (805) 649-4661

-
17. Sponsor shall not discriminate against any qualified participant during the use of Casitas Municipal Water District's Recreation Area facilities for the event. (See Agreement)

 18. Sponsor shall be in compliance with Title VI Federal Equal Opportunity Guidelines. (See Agreement)

 19. Fees and charges are subject to change without notice. Fees will be based on the fee rates in effect on date of event.

 20. Sponsor shall provide public liability insurance coverage in an amount of not less than 2 million dollars plus an additional 1 million dollars coverage if alcohol is to be served, as set forth in the Agreement. Please provide insurance information if known at the time of application:
Name of Insurance Company: _____
Agent's Name: _____ Business Phone: _____
Policy Number: _____ Policy Type: _____

 21. Event fee and security deposit shall be payable as set forth in the Agreement.

 22. Sponsor shall enforce Park rules in the event area.

 23. This application does not, by itself, constitute an agreement. An Agreement detailing requirements must be approved and executed by both parties in conjunction with the application.

 24. The application is to be executed ninety (90) days prior to the event and the Agreement sixty (60) days prior to the event.

 25. If this is the first time you will be holding your event at the Lake Casitas Recreation Area, list past experience of organizing events similar to this proposal:

 26. State law prevents conducting games of chance at Lake Casitas. Please explain any activities which could be interpreted as a game of chance pursuant to State law:

 27. Please list any other requests for services for your event:



LAKE CASITAS RECREATION AREA APPLICATION FOR SPECIAL EVENT FACILITY USE

11311 Santa Ana Road Ventura, CA 93001

Phone: (805) 649-2233 Fax: (805) 649-4661

SECURITY, POLICE AND EMERGENCY SERVICE

Who will be responsible for security at this event?

- Sponsoring organization staff/volunteers
- Professional Security organization (please list):

Security Company: _____

Address: _____

Phone: _____

Security Director: _____

Security Responsibilities:

- Any searches prior to entering: Yes No
- Bottle and Can check for alcohol Yes No

How many Security Guards at each Entrance: _____

Number of Security Guards inside the Venue: _____

Do security personnel monitor parking? Yes No

How will Event / Staff Patrons be visibly different from the Public? _____

X  _____
Signature of Applicant

X _____
Date

Office Use Only	Deposit Paid: \$ _____ Date: _____	Initials: _____	Cash/CC/Check # _____
	Remaining Balance: \$ _____	Remaining Balance Paid on: _____	Cash/CC/Check # _____

Staff Comments- The following are required for this event prior to final approval:		
___ Complete description of event	___ Maps of event area or route	___ Camping Permits
___ County Encroachment Permit	___ Certificate of Insurance	___ Lighting Plan
___ Security Plan	___ Alcohol Beverage Control approval	___ Copy of Vendor Contracts
___ Other _____		



heretohelpvets.org
EIN: 83-1670836



spincyclepresents.com
EIN: 83-2364755

PUBLIC SAFETY PLAN

Name of Event: Ojai Nest Fest

Dates of Event: Saturday, Oct 2nd, 2021

POINTS OF CONTACT

Event Coordinators: Neil Blitstein 360-528-1449

Keith Erickson 310-409-8001

Security Coordinator: TBD

NOTIFICATION OF AN EMERGENCY

In case of emergency, Event Safety Staff will determine the nature of the emergency and notify the Ventura County Sheriff (VCS) if required, then coordinate and take direction from emergency services thereafter.

Emergency Services will be contacted by event staff by cell phone or by the VCS assigned to the event.

How: 911 or cell phone

Who: Event Safety Team Co-Chairs:

Private Security Coordinator

What: Type of emergency: (Fire / Medical / Active Shooter) - Describe

Where: Provide description of Incident/Emergency & location

Location: 11311 Santa Ana Rd. Ventura, CA 93001

EMERGENCY EQUIPMENT ACCESS

- Once on location emergency personnel/equipment will be escorted to incident
 - Event Safety Staff (yellow security shirts)
 - Event Volunteer (Light Blue Volunteer shirts)

ACTION PLAN:



heretohelpvets.org
EIN: 83-1670836



spincyclepresents.com
EIN: 83-2364755

PUBLIC SAFETY PLAN

Nature of the emergency determines actions – Evacuate, Shelter in Place or Stand and Fight.

- Safety & Security will follow direction of Venture County Sheriff and/or Fire Dept.
- Notification of appropriate procedure will be made by the VCS or Security Supervisor via public address system and event radios.
- Safety & Security Personnel will direct attendees accordingly.
- Safety & Security Personnel have basic education / training on all procedures.

CROWD MANAGERS:

Event Safety Leads: TBD

VCS Commander: TBD

TRAINING SAFETY MEETINGS:

Safety Personnel Training/Meeting: Oct 2nd @8am

Only Event Security and Zone Supervisors Will Attend - Hands off Policy-General Safety, Alcohol Sales and Consumption, Heat Related incidents, Moods and Attitudes, Manpower Post, Reporting of Potential Danger, Handicap Parking, Notification of Emergency and Procedure, Demeanor and Control, Run/Hide/Fight, Description of Emergency, Reporting Emergency, and Call for Emergency Service, Action to take, Emergency Exits location and process, Meeting and Assisting Emergency Service on Site, Introductions of Event Promoters, Key Safety Personnel.

Event Meeting: Oct 2nd @ 9am

ALL Event Staff Will Attend Including Volunteers - No Weapons Policy, General Safety, Alcohol Sales and Consumption, Manpower Post, Reporting of Potential Danger, Handicap Parking, Introduction of Safety Team & Medical Team – Venture County Sheriff, Active Shooter, Emergency Evacuations & Exits, Lost Child/Parent, Radio Use, Security and Safety of Event Attendees, Volunteers and Club Members.



heretohelpvets.org
EIN: 83-1670836



spincyclepresents.com
EIN: 83-2364755

PUBLIC SAFETY PLAN

ON SITE MEDICAL STAFF:

Team Leader: TBD

American Medical Response (AMR) Staff and Ambulance

Various Safety Personnel, Trained Volunteers.

A handwritten signature in black ink, appearing to read "Neil Blitstein".

Neil Blitstein
Founder
Veterans Independence Foundation
neil@veteransindependencefoundation.org

A handwritten signature in black ink, appearing to read "Keith Erickson".

Keith Erickson
CEO
Spin Cycle Presents
keith@spincyclepresents.com



heretohelpvets.org
EIN: 83-1670836



spincyclepresents.com
EIN: 83-2364755

PUBLIC SAFETY PLAN

Event Meeting: Oct 2nd @ 9am

ALL Event Staff Will Attend Including Volunteers

No Weapons Policy – Any type of weapon will not be allowed. Attendees will be given a chance to return the weapon to an off-site secure location. Persons refusing to comply will be reported to on site VCS.

General Safety – To ensure the safety of all persons, all event staff will immediately report any event that threatens the safety and security of all persons on site.

Alcohol Sales and Consumption – Be aware that alcohol will increase the danger of an event occurring. All event staff will report any person that appears to have enjoyed themselves too much.

Manpower Post – Security posts are NEVER to be unmanned.

Reporting of Potential Danger – Anything appearing to be a protentional danger will first be reported to the security supervisor and a determination will be made as to the correct course of action after that.

Introduction of Safety Team & Medical Team – Venture County Sheriff

Active Shooter

Emergency Evacuations & Exits

Lost Child/Parent

Radio Use

Security and Safety of Event Attendees

Volunteers and Club Members

Safety Personnel Training/Meeting: Oct 2nd @8am



heretohelpvets.org
EIN: 83-1670836



spincyclepresents.com
EIN: 83-2364755

PUBLIC SAFETY PLAN

Only Event Security and Zone Supervisors Will Attend

Hands off Policy-General Safety

Alcohol Sales and Consumption

Heat Related incidents

Moods and Attitudes

Manpower Post

Reporting of Potential Danger

Notification of Emergency and Procedure

Demeanor and Control

Run/Hide/Fight

Description of Emergency

Reporting Emergency and Call for Emergency Service

Action to take

Emergency Exits location and process

Meeting and Assisting Emergency Service on Site

Introductions of Event Promoters and Key Safety Personnel

CASITAS MUNICIPAL WATER DISTRICT

LAKE CASITAS RECREATION AREA AGREEMENT FOR EVENT

Ojai Nest Fest Veteran's Benefit 2021

THIS AGREEMENT is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, called herein "Casitas", and **Veterans Independence Foundation**, called herein "Sponsor".

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Event.**

(a) Sponsor will host a Company Benefit Concert (hereinafter referred to as "Event") on October 2, 2021. Because of the family oriented nature of the Lake Casitas Recreation Area facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.

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

2. **Location.** The event will be staged at the Wadliegh Arm Event Area. Sponsor will have use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail, including the Event Area Parking Lot, but excluding any areas closed for resource protection.

3. **Time and Description of Activities.** Activities will begin at 11:00 a.m. and end at 10:00 p.m. on the day of the Event. Attendance, as reported by Sponsor, is expected to be approximately 2,500 people. The event will include a two concert stages with various family friendly entertainment, a food court, a beer/wine garden, a kids area with bounce houses, and a train ride.

4. **Payment to Casitas.** Sponsor shall pay Casitas a total of two thousand five hundred dollars (\$2,500) for each day of the Event in the amounts listed below even if Casitas' power service provider is unable to supply electrical power during the Event. Casitas shall have no liability if loss of power occurs.

(a) Seven hundred fifty dollars (\$750.00) non-refundable fee payable to Casitas at the time of execution of this Agreement to secure the event date stated in paragraph 1(a) above.

(b) The event fee balance one thousand seven hundred and fifty dollars (\$1750.00) payable to Casitas within thirty (30) days after the Event.

(c) Five hundred dollars (\$500.00) refundable security deposit payable to Casitas thirty (30) days prior to Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided:

(1) That fees due pursuant to 4(a) and (b) above have been paid.

- (2) That Sponsor shall have returned the area to a clean pre-use condition including trash pick up and removal, sign removal, and hand held stop signs returned to Casitas' satisfaction and that Sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
- (i) Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed therefor.
 - (ii) Any costs for clean up in excess of the security deposit incurred by Casitas and billed to Sponsor.
- (d) All expenses and invoices owed to Casitas, including costs incurred pursuant to 6 (a) below, shall be paid in full within thirty (30) days after the Event unless otherwise noted.
- (e) Sponsor may, upon written notice, and after all expenses which may be incurred pursuant to 4(c)(1) and (2) above have been paid, request that the refundable security deposit be applied to the total event fee due.

5. **Banner Fee.** Space is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum of ten (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for the banner not less than thirty (30) days prior to the Event.

6. **Services Provided by Casitas.** Casitas shall provide the following for the Event:

- (a) Upon request of the Sponsor, Casitas will contract with E.J. Harrison & Sons. to provide two, 3 yard trash bins, at Sponsors sole cost and expense.
- (b) Thirty (30) tables already located in the area.
- (c) Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for cross walks and parking. Sponsor shall pay Casitas for any signs not returned after the Event.
- (d) Approximately 20 Hang-tags will be provided to Sponsor for handicapped parking within the Recreation Area. Hang-tags may also be used for the set up crew to enter the Recreation Area without charge.
- (e) Encroachment permit from the County of Ventura for temporary traffic control for use of parking.
- (f) Labor and materials for the Event that are available and agreed upon in writing prior to the Event at Sponsor's cost.
- (g) Sponsor may use the water faucets in the Event Area.
- (h) Sponsor may use the electrical outlets in the Event Area, which are supplied by Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.
- (i) Sponsor understands that no refunds, credits or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the Event. Casitas shall have no liability in the event this occurs.

(j) Sponsor may use the chemical toilets already located within the event area during Event.

7. **Provisions by Sponsor.** Sponsor shall provide the following for the Event:

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

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

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

Contact person: David Goldstein (805)658-4312 or by email at david.goldstein@ventura.org. A copy of such report shall also be filed with Casitas within the same time frame.

(b) Adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area. Adult crossing guards shall use double sided hand held stop signs and safety vests and be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide the name of the individuals and proof of cross guard training at least ten (10) days prior to the event day. Sponsor will be invoiced for the cost of the striping tape used by Casitas to mark the crosswalks for the Event.

(c) Sponsor agrees to provide adequate directional parking signage. Directional signage shall be placed as mutually agreed upon between Casitas and Sponsor.

(d) Adequate lighting for the Event, including the parking area. Sponsor agrees to provide a copy of the lighting plan or a copy of the contract for supplemental lighting at least ten (10) days prior to the Event. Sponsor will comply with any safety device conditions including but not limited to lights, barricades and any safety devices needed to ensure public safety.

(e) Security for the Event. A written security plan shall be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall ensure there are responsible personnel at the event who can and will make decisions on calling for emergency medical attention if the need arises.

(f) Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including, but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 11:00 p.m. the day of the Event.

(g) Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 11:00 p.m. at which time the area will be locked.

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

(i) Sponsor shall provide a sufficient number of chemical toilets to service two thousand five hundred (2,500) people with a minimum of twenty five (25), including at least two (2) that comply with ADA requirements. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

8. **Sponsor's Obligations.** Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by Casitas. Notice shall be given by fax or mail. Casitas shall have no liability to Sponsor for such termination.

9. **Access.** Access to the Event Area will be through the auxiliary gate(s) off Santa Ana Road. The gate(s) will be staffed at all times while they are open and will be locked shut when not guarded. Event participants identified with valid hang tags will be allowed to access the Event parking and the Recreation Area during normal Lake hours without incurring additional parking fees. After normal Lake hours, participants will enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control. All watercraft shall be directed to the Main Gate for proper invasive species inspection.

10. **Setting Up and Taking Down Equipment.**

(a) Sponsor shall have non-exclusive use to set up and take-down on the day of the event from 8:00 am to 8:00 PM.

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

11. **Sale of Alcohol.** If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections 12.

12. **Commercial General Liability, Auto & Liquor Liability for the Event.**

(a) Coverage. Coverage for commercial general liability shall be at least as broad as the following:

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

(2) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).

(b) Limits. Sponsor shall, during the course of this event, maintain limits no less than the following:

(1) General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurers equivalent endorsement provided to Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.

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

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

- (1) The United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers.
- (4) The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event can not occur unless the insurance specified in this Agreement is in full force and effect.
- (6) Such liability insurance shall indemnify the Sponsor against loss from liability imposed by law upon, or assumed under contract by, the Sponsor for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

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

(e) Acceptability of Insurers. All 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.

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

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

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

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

(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 the United States of America (Bureau of Reclamation), Casitas and/or Sponsor, or any directors, officers, employees, or authorized volunteers of Casitas or Sponsor, and damages to or destruction of property of any person, including but not limited to, the United States of America (Bureau of Reclamation), Casitas and/or Sponsor and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Event to be performed under this Agreement, however caused, except for any active negligence of the United States of America (Bureau of Reclamation), 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 Sponsor.

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

(d) Sponsor shall defend, at Sponsor's own cost, expense and risk, any and all such aforesaid suits,

actions or other legal proceedings of every kind that may be brought or instituted against Casitas or Casitas' directors, officers, employees, or authorized volunteers.

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

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

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

14. Permits and Notifications for the Event.

(a) Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent and use of explosives and blank ammunition.

(b) In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

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

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

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

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

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

(d) Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

(e) Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with Section 20 hereinafter.

16. Use of Animals at the Event. This Agreement does not permit the use of animals.

17. Use of Explosives at the Event. This Agreement does not permit the use of explosives.

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

Area.

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

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

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

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

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

24. **Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura County, California. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

25. **Entire Agreement.**

(a) This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.

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

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

27. **Term.** The term of this Agreement shall commence upon execution of this Agreement and terminate on November 2, 2021 unless sooner terminated pursuant to Item 8 hereof.

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

CMWD: R.J. Faddis, Park Services Officer
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 117
Cell (805) 797-1828

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

Sponsor: Neil Blitstein
105 Alpine Ct
Rainier, WA 98576
Tel: (360) 528-1449

Casitas: R.J. Faddis, Park Services Officer
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 117

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of June, 2021.

**SPONSOR:
VETERANS INDEPENDENCE FOUNDATION**

By: _____
Neil Blitstein

**CASITAS:
CASITAS MUNICIPAL WATER DISTRICT**

By: _____
Joe Martinez, Park Services Manager

CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA

DATE: June 1, 2021
 TO: Michael Flood, General Manager
 FROM: Joe Martinez III, Park Services Manager
 SUBJECT: Recreation Area Monthly Report for April 2021

Visitation Numbers

The following is a comparison of visitations* for April 2021

	April 2021	April 2020	March 2021
Visitor Days	118,764	0.00	58,492
Camps	6,079	0.00	4,135
Cars	29,691	0.00	14,623
Boats	289	0.00	270
Kayaks & Canoes	4	0.00	4

Visitor Day Totals for Fiscal Year through April 2021	
2019/2020	404,303
2020/2021	632,989
%Change	+56%

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

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

Camps = Campsites occupied + extra vehicles

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

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

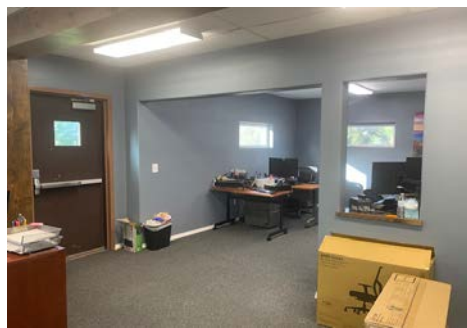
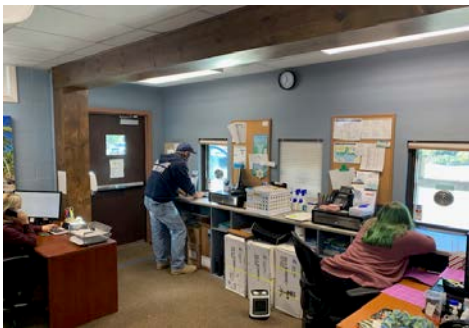
Kayaks & Canoes = Daily kayaks and canoes + overnight kayaks and canoes + annual kayaks and canoes

In April the County of Ventura moved into the State's Orange Tier meeting the State's metrics. The Lake Casitas Recreation Area maintained it's 50% capacity for tent camping and a 100% for self-contained units (RV's, trailers and campers). Day-use (vehicles, boats, walk-ins and bicycles) remained unchanged with no restrictions. LCRA continued to maintain safety protocols with daily cleaning of all restrooms and chemical toilets.

Easter Sunday, is our single busiest day of the year and April 4, 2021, was no different. After being closed last Easter (2020), our attendance for 2021 (118,764) was the highest in recent years,(78,820- 19', 89,948- 18', 90,884- 17'). There were no significant incidents to report and the Park Ranger's along with the additional support from the US Forest Service Law Enforcement and Ventura County Sheriff's Office, enjoyed a quiet day at the Lake.

There were three fishing tournaments held in April, two by the American Bass Association (ABA), which had a total of 47 teams and a Rich Tauber Fishing (RTF) with 18 teams respectfully. Boat inspections remained active with 929 vessels Retagged, 10 vessels passing inspection for new vessel tags, 3 failures and 5 no shows.

Maintenance completed its renovations of the Guest Services building and the improvements were very welcoming by staff. The additional room will better assist staff and guest communication services at the windows and phones. All of the work on the building was done inhouse by Maintenance staff.



The Ventura County Comets are a Chartered Club and part of the Academy of Model Aeronautics. The Comets have been part of LCRA for over 50 years, and have members that extend from Los Angeles to Santa Barbara Counties. The Comets recently completed renovations of their air field. This was funded from member dues and a go fund me page. The field is in top shape and is maintained by its members.



Revenue Reporting

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

