

Casitas Municipal Water District  
RECREATION COMMITTEE  
Special Meeting Agenda  
Brennan/Kaiser  
**March 12, 2020 – 10:00 a.m.**  
Casitas Municipal Water District  
1055 Ventura Ave.  
Oak View, CA 93022

1. Roll Call
2. Public comments.
3. Board/Management comments.
4. Consideration of an agreement for Human Kind Wellness Event in October 2020.
5. Event Area Conceptual Design Proposal Review.
6. Consideration of Direct TV Cancellation.
7. Casitas Water Adventure 2019 End of Season Report.
8. Discussion of the LCRA camping fee refund process.
9. Review Monthly Recreation Report for January, 2020.
10. Review of Incidents and Comments.

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

CASITAS MUNICIPAL WATER DISTRICT  
Interdepartmental Memo

**DATE:** 03/09/2020

**TO:** Recreation Committee

**FROM:** Joe Evans, Division Officer

**Copy:** Carol Belser, Park Manager

**SUBJECT: HUMAN KIND EVENT IN OCTOBER 2020**

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**RECOMMENDATION**

Recommend the Recreation Committee Recommend the Board of Directors Approve Event Agreement for Human Kind Wellness Event October 2020

**BACKGROUND AND OVERVIEW**

This event was presented at the January 7, 2020 Recreation meeting for the committee's information and input. The draft agreement was not completed at the time.

On September 17, 2019, staff received an event application for a "Wellness Focused Event" to be held October 16 through 18, 2020. The proposed event is to feature wellness based speakers, workshops, art, yoga, and a concert stage at lands west of the Model Airstrip. The event applicant will also focus on environmentally friendly practices including water reduction policies.

This event is requested to take place in the back of the LCRA, occupying Campgrounds Grebe, Hawk, Indian, Jay, Kingfisher, Mallard, Osprey, as well as Coyote Launch Ramp, Picnic Areas 12 and 13, two mini group sites, the Disc Golf Course, and the lands adjacent to the Model Airstrip. See attached Map.

This event will be held in the off-season. These Campgrounds would normally go unused and not generate any additional revenue during the requested dates. The area will also be closed for day use during this event. The estimated additional revenue from this event for camping and user fees is approximately \$17,851.00. This number does not include any additional revenue from ticket sales as outlined in Casitas' Event Agreement nor does it include day use or extra vehicles paid for by the event organizers. Attendance is expected to be somewhere between 1,000 and 1,500 people total. Additionally, no alcohol will be provided and the producers will provide their own internal security for the back of the park.

The Event Insurance responsibility will be set at two million dollars at the request of the General Manager. See attached Draft Contract.

The Event Organizers have expressed interest in discussing Section II of the agreement, Sponsor Obligations.

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

**AGREEMENT FOR SPECIAL EVENT  
CALLED HUMAN KIND FESTIVAL**

**THIS AGREEMENT** is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code Section 1110 et seq., (“Casitas”) and **IMPACT REAL LIFE**, (“Sponsor.”) Together, Casitas and Sponsor shall be referred to herein as Parties.

**RECITALS**

WHEREAS, Casitas operates the Lake Casitas Recreation Area (“LCRA”) facilities pursuant to a Management Agreement between The United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas dated October 7, 2011; and

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

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

WHEREAS, Sponsor seeks to organize and manage the Human Kind Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Human Kind Festival at the LCRA and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

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

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

**A.** With the execution of this Agreement, the Human Kind Festival (“Event”) will be held from Friday, October 16, 2020 to Sunday, October 18, 2020. In the event the Casitas, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

**B.** Sponsor may plan, conduct, manage and oversee the Event on October 16, 2020, October 17, 2020, and October 18, 2020 subject to I. A. above and in accordance with the terms and conditions below.

**C.** Location or Site of Event. The Event will be staged in the area inclusive of Campgrounds Grebe, Trout, Pollywog, Hawk, Indian, Jay, Kingfisher, Mallard, Osprey,

Picnic Area 12 and 13, Coyote Boat Ramp, the Model Airstrip, and the Disc Golf Course(Event Area). Sponsor will have exclusive use of all public areas of the Park including and beyond Campground Grebe, including the Event Area.

**D.** Time and Description of Event. Activities will begin on October 16, 2020 at 4 p.m. and conclude on October 18, 2020 at 2 p.m. Attendance, as reported by Sponsor, is expected to be no more than 1,500 people total. The Event will have wellness themed activities including; dance, sculpture, painting, boating, kayaking, a library area, a stage for music, guest speakers, and poetry performances. Additionally, a large tent will be set up for yoga, meditation and sound bath. There will be communal eating areas and various workshops. The Event will also include overnight camping.

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

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

1. A minimum payment of seventeen thousand eight hundred fifty one dollars (\$17,851.00) as outlined in Exhibit A, plus any additional required Day Use and Overnight Fees, or the greater of:
2. Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
3. Twelve percent (12%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
4. Fifteen percent (15%) of total gross receipts over \$150,000.00 as defined in II. below.
  - a. The payment schedule outlined in II. 1. through 4. above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in II. 1. through 4. above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefor.
  - b. "Gross Receipts" as used in this Agreement shall mean the following:
  - c. Except as specifically provided by policy statement issued by the Casitas General Manager, the term "gross receipts" as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.

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

be retained so that from day to day the sales can be identified); and Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

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

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

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

**C.** Sponsor shall be responsible for ensuring the safety and security of persons attending this Event.

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

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

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

**G.** Sponsor shall provide the required number of chemical toilets, including those that comply with ADA requirements for the handicapped to supplement those in the area provided by Casitas. The required number of chemical toilets may increase or decrease at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

**H.** Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

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

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



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

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

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

**J.** Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed Section I.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

**K.** Sponsor shall have non-exclusive use to set up four (4) days immediately prior to the Event and non-exclusive use for take-down two (2) days immediately following the Event.

**L.** 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.

**M.** 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.

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

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

A. Trash cans, 29 dumpsters, and 9 recycle dumpsters already located in the area, as provided in Section II.I above.

B. Tables already located in the area.

C. Parking for the Event in the Event Area shall include the areas listed in I.C.

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

E. Sponsor may use the restrooms, chemical toilets, shower facilities, and water faucets in the Event Area.

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

G. 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.

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

I. 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.

J. 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.

K. **Access.** Sponsor ingress and egress to the Event Area shall only be through the Main Gate off Santa Ana Road. Event participants identified with valid vehicle entry hang tags will be allowed to access the Event Area and the LCRA during normal Lake hours without incurring additional parking fees.

**IV. Sale of Alcohol.** This contract does not allow for the sale or distribution of alcoholic beverages at the Event.

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

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

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

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

1. General Liability. TWO MILLION DOLLARS (\$2,000,000) per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and liquor liability.

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

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

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

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

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

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

**A.** All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.

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

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

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

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

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

**G.** Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by the Bureau of Reclamation, Casitas, or its directors, officers, employees, or authorized volunteers.

**VII. Camping in the Event Area.** Sponsor may have up to ten self-contained recreational vehicles camp the nights from set up to tear down 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, in addition to those already in the area, for campers and be conveniently placed for ease of use.
- E. Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 13 hereinafter.
- F. Campfires must be contained in provided fire rings located in campground areas only.

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

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

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

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

**XII. Compliance with Rules and Regulations.** The Sponsor hereby certifies that he/she has read and will comply with Ordinance 18-01, the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure

to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

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

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

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

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

**XVII. Entire Agreement.**

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

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

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

**XIX. Termination.** This Agreement shall terminate on \_\_\_\_\_ unless sooner terminated pursuant to subsections I.A. and II.D. herein.

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

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

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

**Impact Real Life**

Molly Scott  
785 Grand Avenue, Unit 204  
Carlsbad, CA 92088  
Tel: (310) 703-9087

**Casitas:**

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

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

**SPONSOR:**

**IMPACT REAL LIFE**

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

**CASITAS:**

**CASITAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Board President, \_\_\_\_\_

**CASITAS MUNICIPAL WATER DISTRICT**

Date: March 3, 2020  
To: Recreation Committee  
From: Carol Belser, Park Services Manager  
Subject: **LAKE CASITAS RECREATION AREA'S EVENT AREA  
CONCEPTUAL DESIGN PLAN**

**RECOMMENDATION**

It is recommended that the Recreation Committee review, comment and provide direction to staff for Event Area improvement planning.

**BACKGROUND AND OVERVIEW**

At the October 1, 2019 meeting of the Recreation Committee, the Committee requested a consultant's expertise to assess the Lake Casitas Recreation Area's Event Area for improvements to the infrastructure amenities with the goal of attracting and securing additional fee paying users. A request for proposal/qualification (RFP/Q) was drafted by staff, and reviewed by the Recreation Committee at their November 2019 meeting. The RFP/Q was then posted on the District's web site to solicit proposals.

One proposal including a fee schedule was submitted from consulting firm, KTUA. The Recreation Committee discussed the Event Area conceptual design plan and financial planning for a consultant at their February 11, 2020 meeting. Discussion also included a master plan approach to the Lake Casitas Recreation Area since there is a sewer implementation project in process, and the sewer project when implemented can directly affect facilities, needs, and plans for the Event Area. The Recreation Committee requested that the Event Area's conceptual design item be brought back for further discussion with inclusion of KTUA's proposal and fee schedule, attached.

**ANALYSIS AND BUDGET IMPACT:**

The current Fiscal Year 2019/20 budget does not include funding for awarding a contract for the Event Area's conceptual design plan. The proposal received, includes a cost of \$139,820 for this project. With the sewer implementation project in process and the duplicate infrastructure assessment tasks associated with both projects, it may be financially beneficial to address the Event Area, after results of the sewer implementation plan.



## **CASITAS MUNICIPAL WATER DISTRICT**

**DATE:** March 4, 2020  
**TO:** Carol Belser, Park Service Manager  
**FROM:** Staurt Birdsey, Ranger III/Admin  
**SUBJECT: Direct TV Cancellation**

### **RECOMMENDATION**

It is recommended that the Recreation Committee consider canceling the Lake Casitas Recreation Area's customer Direct TV agreement at the end of the current contract which expires 6/30/2020.

### **BACKGROUND AND OVERVIEW**

Over the course of the last 8 years our Direct TV service has been a constant nuisance with complaints brought to our attention by the Park Hosts on a regular basis. We have contacted Direct TV via email and phone calls repeatedly to fix channels with loss of sound, picture, snow and channels that disappear entirely. The DirecTV manager has come out twice to replace receivers in our A/V closet since my start date 21 months ago. On both occasions the picture and sound improved but are never crisp and deteriorate to the same state quickly after his arrival. The company has recommended we update the cable infrastructure around the lake to 'fix' the problem. This solution would be very costly and with all services going wireless this is not a smart economic choice in the long or short term.

### **ANALYSIS**

We have reached out to the surrounding campgrounds below to see whether they have cable services provided for their customers:

Pyramid Lake – Provides Direct TV but is looking to cancel.  
Castaic Lake – No Cable Offered  
Cachuma Lake – No Cable Offered  
Piru Lake – No Cable Offered

Additionally, Joe Evans conducted a walk through study of our campgrounds during the 2019 Summer season and found less than 10% of the patrons were hooked up to the cable coaxial. Julie Howard, Guest Service Coordinator) has reached out to our current customers (Snowbirds long term camping, and regular patrons) in the last month and the usage rates are even lower than Joe Evans figures from last summer.

The amount of money we pay for the service is disproportionately high for the product and services we receive. Given the surrounding campgrounds do not offer cable or are in the process of eliminating it combined with the lackluster results from the Snowbird/Patron survey, it is recommended we cancel Direct TV and save the \$5,093 annually when our contract runs out with them 6/30/20.

# CASITAS WATER ADVENTURE 2019



## END OF SEASON REPORT

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The financial figures are derived from the Board approved California Annual Financial Report (CAFR), for fiscal years ending 2018 and 2019. The financial information is intended to show financial trends. The figures shown are not specific to the 2019 season since the CWA season spans two fiscal years, and the audit for 2019/2020 will not be complete until December 2020.	
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## **Lifeguard Commendation September 25th, 2019**

Lifeguards Jesse Mendez, Reiley Brown, Lilly Curtis, performed a multiple victim rescue on an adult and a 22 month old victim. The adult was assessed and found to have no life threatening injuries, while the 22 month old was found not breathing. Rescue breaths were performed until additional equipment became available. The 22 month old then regained consciousness and was transported to the hospital. Thanks to the quick and effective actions taken by these lifeguards, the 22 month old was saved.



**Date of Report: February 2020**



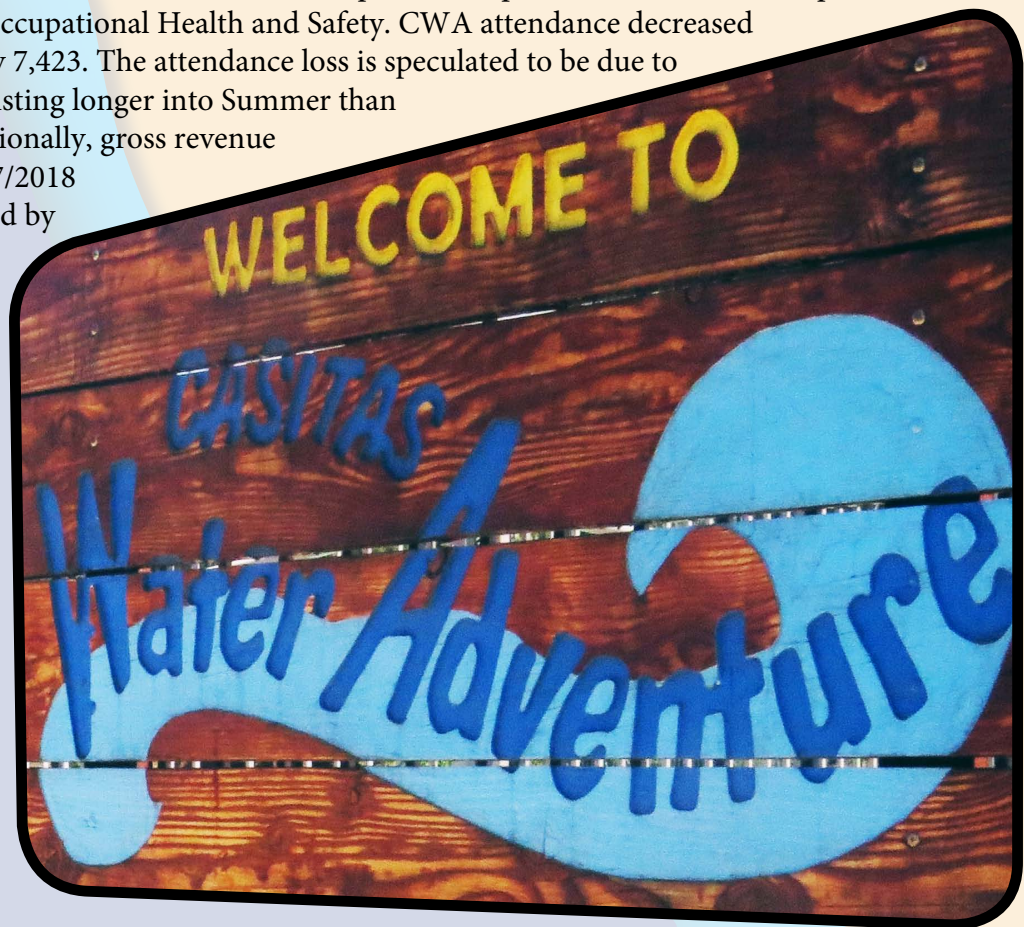
# Introduction

## Introduction

This end of season report summarizes and details the daily operations, goals, financial status and business plan for the Casitas Water Adventure (CWA). The report is intended to update Casitas Municipal Water District's Board of Directors on how CWA is meeting the set expectations. It also details the many steps and processes required to meet these expectations in order to produce a successful CWA season. The financial analysis is for general information and trend identification only, since the CWA "season" includes two fiscal years; CWA is open from May-September, therefore each fiscal year only reports the financial information for CWA during June-September.

## Executive Summary

CWA received another successful audit and permit to operate as an amusement park ride under the Division of Occupational Health and Safety. CWA attendance decreased from the 2018 season by 7,423. The attendance loss is speculated to be due to inclement weather persisting longer into Summer than previous seasons. Additionally, gross revenue between fiscal year 2017/2018 and 2018/2019 decreased by \$62,649.75.



# Operations

## Staff Recruiting

Part-time staff recruiting between Guest Services and CWA were merged into a single entity this season. Guest Services and CWA staff recruited part-time staff throughout the Ojai Valley and Ventura County as a whole. Whether it was setting up a table booth at schools during lunch time or recruiting at Ojai Day, it was great to work together and be successful as a team. A competitive wage range was implemented for part-time lifeguards. This is necessary in order to attract the large number of young employees who possess the swimming abilities and maturity to watch over 50,000 plus customers we host annually. With these professional responsibilities, it is important to stay ahead of the state changes to the minimum wage. Staffing for the 2019 season included 65 seasonal part-time lifeguards, 5 part-time and 2 part-time seasonal CWA Technicians, and 6 part-time aquatic coordinators.





## Lifeguard Requirements

The 65 lifeguards completed a 37 hour American Red Cross Blended Learning course provided in house prior to being hired. The American Red Cross Lifeguarding and First Aid for Public Safety Personnel (California Title 22) course is a training format that combines online and on-site learning. The blended learning course allows the participants to take part in convenient online learning where they could watch video lectures at their own pace in the comfort of their own homes. The lifeguard course provides entry-level lifeguard participants with the knowledge and skills to prevent, recognize and respond to aquatic emergencies as well as to provide care for breathing and cardiac emergencies, injuries and sudden illnesses until emergency medical services (EMS) personnel take over. The California Title 22 course provides over 12 additional hours of state required training to the lifeguards in medical first response. On their first day of work the lifeguards also receive an 8 hour in-service training of policies and procedures, facility orientation and customer service.



## Division of Occupational Safety and Health (DOSH)

DOSH performed its annual Qualified Safety Inspection (QSI) of the Lazy River this season. The QSI is a scheduled walk through to inspect for any structural and/or safety issues throughout our attraction. CWA successfully passed the yearly inspection with no reportable issues.

## Annual Water Conservation

CWA strives to continue conserving as much water as possible year round. Due to water conservation methods implemented through the 2018 and 2019 season, CWA was able to conserve a total of 542,432.70 gallons of water!





# Operations

## Programming

The 2019 Junior Lifeguard Program had an average of 15 participants per day with a total of 32 participants over the four week program. The program included a wide variety of activities; lifesaving skills, enrichment opportunities, trips to the beach, and Hurricane Harbor for children ages 9-14. The program welcomed all children and

allowed for the participants to learn various techniques for team building. The 2019 program met the objective of serving our customers and the community with delivering knowledge about the aquatic environment while providing a safe environment to learn. We look forward to partnering with the Junior Ranger program this coming season.

The 2019 Adult Water Exercise Program participants enjoyed the use of the Lazy River and other amenities in the Water Adventure to increase their health and well-being. Throughout the season there was an average of 15 participants in each of the 83 classes. A total of 1,316 passes were sold throughout the 11 week program.

The 2019 Water Exercise Program met the objective of providing customers with a safe, clean, and fun environment to increase their overall physical well-being.

## Splash-In Movie Night

CWA continued Splash-In Movie Night over the 2019 season. They continue to be a great value added service to our guests, and community as a whole. We look forward to improving this program in the coming seasons!



## Water Dance

Water Dance is a new program that was added to the schedule of programs at CWA in 2019. It features dances choreographed by part-time staff and lifeguards who then lead a group of guests in dances that are both fun and great exercise. We look forward to improving this program over the next season!

## 2019 Improvements

### Lazy River Resurface

The Lazy River underwent its annual spot grinding during the offseason. This year, staff worked together to completely repaint the Lazy River from top to bottom.





## S.S. Relief Repurposing

Part-time staff worked together with maintenance staff in order to repurpose an S.S. Relief floating barge. It is now our CWA Lifejacket Shack! We are able to house all of the lifejackets patrons need throughout the day, our Lifeguard uniforms, and Water Exercise equipment, all in one convenient location.



and to give them more exit opportunities in case a rescue needs to be performed.

## Structure Landing Pad Repair

The safety landing pads that protect children coming out of the slides underwent repairs. Part-time staff resurfaced them in-house. The repairs held well

during the CWA season. However, they will need to be repaired once more in 2020 and are scheduled to be rebuilt in 2021.



## CWA Lifeguard Teams

Part-time staff introduced lifeguard teams this year. Lifeguards were randomly placed into groups at the beginning of the season, and based on

their individual performances in drills, assessments, punctuality, and customer service, a team was awarded the first Lifeguard Team plaque! This will be placed in the CWA office for all to see, good luck next year!

## Lifeguard Pathway

Part-time staff completed a new pathway from lifeguard stand Outer 3, to lifeguard stand Outer 4, allowing guards to travel more safely from one stand to the other,

## CWA First Aid Office Resurface

CWA staff worked together to repaint the CWA lifeguard office. It was a big task but our staff were up for it. The office was completely emptied, the walls were cleaned, the floor was washed and painted, and the office was rodent proofed. Next time you come say hi, take notice of the new deep blue floor!





# Fiscal Year Financial Summary

Revenue**	2018	2019
Snack Bar	\$9,244.00	\$9,350.00
Donation Voucher	0.00	0.00
Group Pass	(4,392.00)	(3,704.00)
Guest Pass	(186.00)	(514.00)
Junior Guards	5,220.00	7,070.00
Late Day Pass	100,065.00	97,398.00
Lifeguard Training	632.00	290.00
Locker Fee	1,314.00	1,002.00
Misc. Revenue	0.00	0.00
Next Day Pass	(1,094.00)	(814.00)
Promotion	(556.00)	(167.00)
Raincheck	(535.00)	(869.00)
Reservation Fee	51,793.00	49,147.00
Season Pass	26,472.00	16,721.00
Shade Rental Fee	7,200.00	6,520.00
Shower Fee	16,317.00	8,641.00
Single Splash Pass	711,173.00	669,277.00
Special Event Fee	1,250.00	-
Water Fitness Pass	8,436.00	10,362.00
Over/Short	113.00	(26.00)
<b>Total Revenue</b>	<b>\$932,466.00</b>	<b>\$869,684.00</b>
<b>Expenditures**</b>		
Salaries and Benefits	\$556,263.54	\$600,159.69
Services and supplies	210,083.21	163,905.99
Services and suppliesW.O.	\$0.00	\$19,045.09
<b>Total Expenses before Administrative Overhead</b>	<b>\$766,346.75</b>	<b>\$783,110.68</b>
<b>Administrative Overhead</b>	<b>\$341,101.85</b>	<b>\$315,283.40</b>
<b>Total Expenses</b>	<b>\$1,107,448.60</b>	<b>\$1,098,394.17</b>
<b>Net Loss</b>		
<b>Net Loss</b>	<b>\$(174,982.60)</b>	<b>\$(228,710.17)</b>

\*\*Revenue is derived from CAFR, Expenditures are derived from 2018 and 2019 "Revenue & Expense Report (Unaudited)"



# Attendance Summary

Attendance Totals*	2018	2019
Full Days of Operation	78	81
Total Days of Operation	78	81
Average Daily Attendance	751	639
<hr/> Total Attendance	<hr/> 58,579	<hr/> 51,156

## Attendance Sales Averages\*

Sunday	892	714
Monday	482	455
Tuesday	511	434
Wednesday	676	395
Thursday	541	539
Friday	698	609
Saturday	1130	1002

## Minimum Staff per 1 Hour of Park Operation

Lifeguard Staff	15
Part-Time Staff: CWA Technicians	2
Part-Time Staff: CWA Coordinator	1
Aquatics Supervisor	1

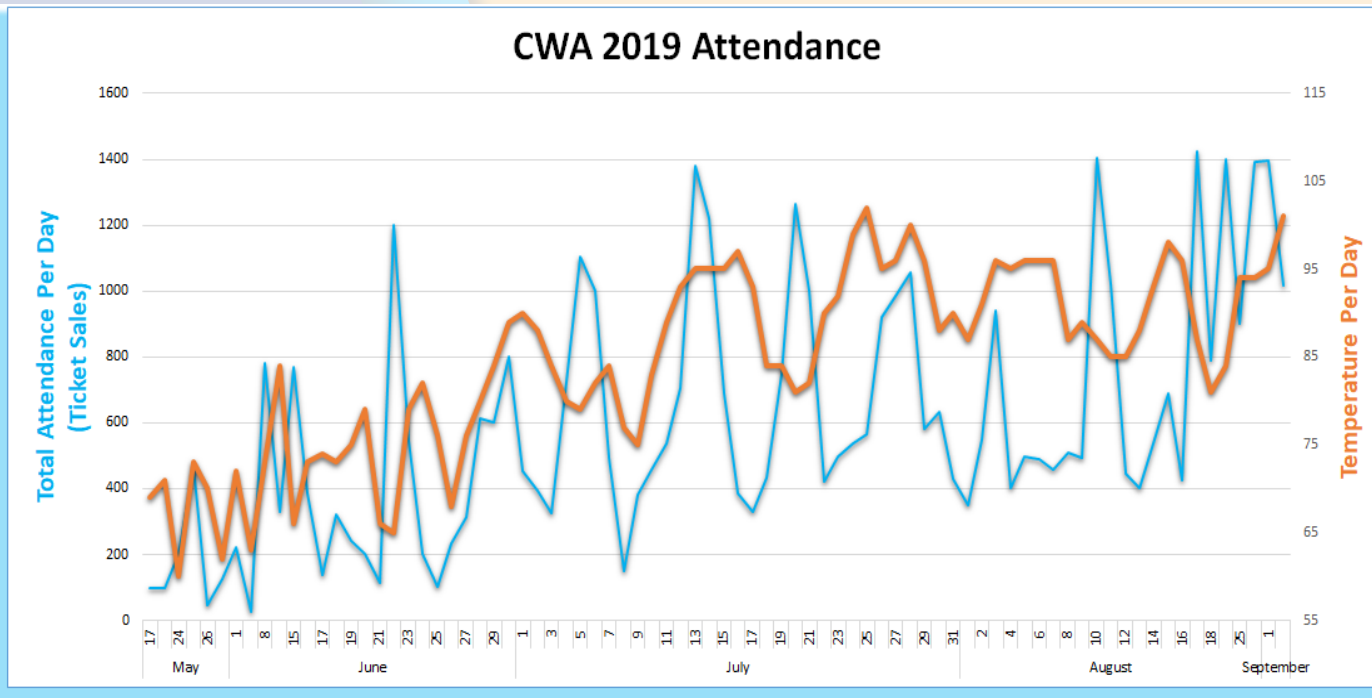
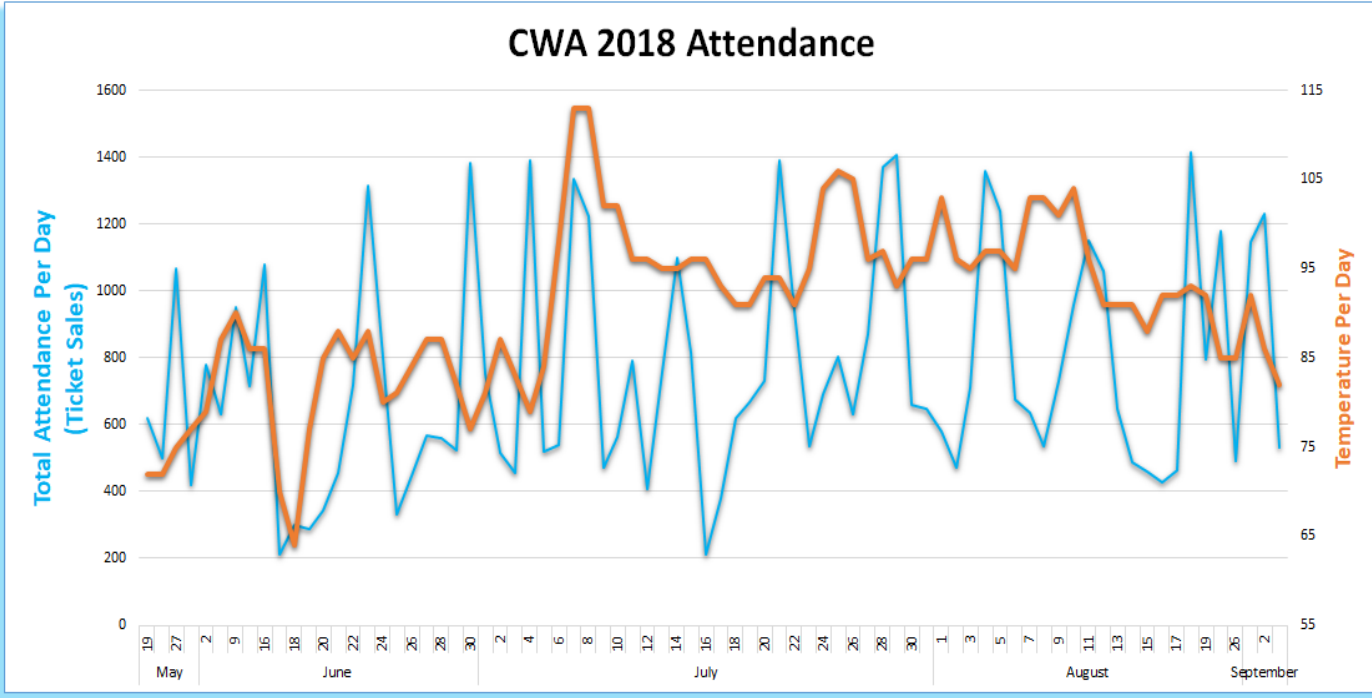
## Attendance and Temperature

At CWA, daily attendance is greatly affected by the weather and daily temperature fluctuations. Due to inclement weather persisting throughout May and June in 2019, total park attendance in 2019 was 14% lower than 2018. On the next page, you will find graphs showing daily temperature highs in 2018 versus 2019, and you can clearly see their affect on daily attendance totals.

\* Attendance generated by date of ticket purchase not park admittance.



# Attendance Summary



Graphs portray the correlation between daily temperatures and CWA ticket sales. Temperature information is taken from USclimatedata.com



# Conclusion

Throughout the 2019 season, CWA staff's ability to overcome many challenges such as a near drowning and the recruitment of qualified staff to operate has led to a rewarding season. The capital improvements made to CWA enhanced the facility's appearance and customer comfort. CWA attendance decreased due to inclement weather, generating a net loss. CWA received another successful safety inspection from the Division of Occupational Health and Safety for the Lazy River. In addition to routine training staff received additional skills assessments and safety drills compared to past seasons which resulted in improved safety standards and excellent customer service at CWA.

## Off-Season Goals

Progress was made this season but there is always room for improvement. When the lifeguards are sent home for the year and the CWA is closed to the public, work does not stop. Below are goals for the 2020 Off-Season.

### Lazy River Barrier

The Lazy River is to be surrounded by a new netting system, this ensures patron safety, especially for our youngest guests.

### Marketing

To ensure a successful 2020 season, CWA plans to work with Guest Services to ensure recruiting seasonal staff is successful.

### Lazy River Water Conservation

In order to continue saving as much water as possible, we plan to replace our outdated backwash tanks with a stainless steel container that will cut down on backwashing the filters.

### Automated Chemical Control

Since 2003 staff have been manually adjusting the water chemistry on the CWA Lagoon. We plan to install a chemical controller on the Lagoon to better maintain the water chemistry and conform to industry standards. This will allow CWA Technicians to focus on additional projects to enhance the CWA experience.

### Guest Safety

To increase the safety of our guests and to facilitate faster entry, CWA plans to purchase new ticket scanners and push to talk radios for more efficient communication between staff.

### Required Maintenance

The Lazy River's current is powered by 6 boost pumps. There are repairs that need to be done to pump #6 to ensure our guests enjoy their time in the Lazy River.



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

DATE: February 18, 2020  
 TO: Recreation Committee  
 FROM: Carol Belser, Park Services Manager  
 SUBJECT: Recreation Area Monthly Report for January 2020

Visitation Numbers

The following is a comparison of visitations\* for January 2020.

	<b>Jan 2020</b>	<b>Jan 2019</b>	<b>Dec 2019</b>
Visitor Days	25,000	24,419	16,536
Camps	2,582	2,969	2,209
Cars	6,250	6,173	4,134
Boats	172	91	84
Kayaks & Canoes	9	10	8

Visitor Day Totals for Fiscal Year through January 2020	
2018/2019	364,715
2019/2020	345,144
%Change	-5.366

\*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

Operations, Boating, Incidents

The turbidity curtains were moved and reset in place creating an opportunity to inspect the curtains that have been in Lake Casitas since early 2018 for damage and for invasive species. The inspections were negative. Maintenance Worker II, Lisa Kolar, pictured at the helm, and the team worked to remove, inspect, replace and re-anchor the curtains, shown far right in photo.

In January 2020 there were 485 recreational vessels tagged for re-entry into Lake Casitas, 15 passed new invasive mussel inspections, and 9 failed first inspection. There were 27



patrol observations where park staff made customer contact. Park Rangers responded to 24 calls for service and 16 customer service issues. There was 1 medical response that required transport, 12 disturbances with 1 requiring support from the Ventura County Sheriff's Office. There were 4 unattended fires, 7 traffic violations with 1 resulting from response from CHP, 3 parking violations, 1 restricted area violation, 0 boating violations, 1 fishing violation, 1 restricted area violations, and 2 leash law violations. There were 8 body contacts with water.

Revenue Reporting

The 2019/2020 unaudited monthly revenue figures are shown below. Current fiscal year's total figures are reported when made available for the respective months (operations, concessions, Casitas Water Adventure, etc.) per the District's Financial Summary, generated by the Chief Financial Officer.

