

MAY 22 2017



Jack Boysen  
Chairman

Richard Shaikewitz  
Vice Chairman

Ray Stokes  
Executive Director

Brownstein Hyatt  
Farber Schreck  
General Counsel

*Member Agencies*

City of Buellton

Carpinteria Valley  
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water  
Conservation District,  
Improvement District #1

*Associate Member*

La Cumbre Mutual  
Water Company

May 19, 2017

David Church,  
Executive Officer  
San Luis Obispo LAFCO  
1042 Pacific Street, Suite A  
San Luis Obispo, CA 93401

Dear Mr. Church:

Attached per the requirements of SB 1266 (Gov. Code Section 56047.7) is a copy of the Central Coast Water Authority Joint Powers Agreement, which was executed in August 1991.

If you have any questions please contact me at 805/688-2292 ext. 214.

Sincerely,

A handwritten signature in black ink that reads "Ray A. Stokes". The signature is written in a cursive style and is positioned above the typed name and title.

Ray A. Stokes  
Executive Director

RAS/lfw

Attachment

255 Industrial Way  
Buellton, CA 93427-9565  
(805) 688-2292  
FAX: (805) 686-4700



JOINT EXERCISE OF POWERS AGREEMENT

CENTRAL COAST WATER AUTHORITY

This Agreement is made and entered into as of the 1st day of August, 1991, by and between the parties on the attached Exhibit A.

RECITALS

The parties to this Agreement each have and possess the power to acquire, construct, operate and maintain works and facilities for the development and use of water resources and water rights including, without limitation, works and facilities to divert, store, pump, treat and deliver water for beneficial uses.

These activities can best be achieved through the cooperative action of the Members operating through a joint exercise of powers authority. The Members desire to create a joint exercise of powers authority to exercise those powers in common and to finance, develop, operate and maintain a water supply and treatment project commonly known as the Mission Hills and Santa Ynez Extensions to the Coastal Branch Phase II Extension of the California Aqueduct of the State Water Project all for their mutual benefit.

Each of the Members is authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code (commencing with section 6500).

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

delivery of waters for beneficial use by Members and Associate Members and including treatment facilities, any local facilities necessary to serve Members, Associate Members or other parties executing a water supply contract.

h. "Fiscal Year" means July 1 through June 30.

i. "Member" or "Members" means each of the public entities that becomes a signatory to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided.

j. "Voting Percentage" of each Member shall mean the ratio of (i) the lesser of (A) such Member's Project Allotment under its Water Supply Agreement from time to time and (B) such Member's Project Allotment under its Water Supply Agreement on the date of original execution thereof, to (ii) the lesser of (A) the sum of all Members' Project Allotment under their respective Water Supply Agreements from time to time and (B) the sum of all Members' Project Allotment under their respective Water Supply Agreements on the dates of original execution thereof.

k. "Water Supply Agreement" means each Water Supply Agreement, dated as of August 1, 1991, by and between the Authority and a Member, an Associate Member or any other water contractor, or any water supply agreement entered into in accordance with Paragraph 32 hereof.

2. Authority Created. There is hereby created a public entity to be known as the "Central Coast Water Authority." The

c. To exercise the common powers of its Members to develop, collect, provide and disseminate to the Members, Associate Members and others, including but not limited to legislative, administrative and judicial bodies, as well as the public generally, information on the Facilities, to undertake all necessary environmental reviews and make determinations with respect to the Facilities and to preserve and protect the contractual rights of the Members and Associate Members and to take such other actions as are incidental, necessary and convenient to such purposes.

d. To make and enter contracts necessary to the full exercise of its powers, including but not limited to contracts accepting assignments of water rights from Members, Associate Members and other parties and contracts for sale of water to Members, Associate Members and other parties.

e. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

f. To determine to acquire, construct, manage, maintain, operate and replace any Facilities.

g. To enter into agreements with the United States of America, the State of California or any other public or private entity for the provision of all or a portion of the local contribution which may be required for the construction, management, operation or maintenance of the Facilities.

and which has not, pursuant to the provisions hereof, withdrawn therefrom.

7. Associate Members. A mutual water company or public utility which has the authority to exercise all or a substantial portion of the powers set forth in Paragraph 4, may become an Associate Member of the Authority. The terms and conditions of such associate membership shall be set forth in an agreement between the Authority and the Associate Member. An Associate Member may appoint an Associate Director and alternate Associate Director who may sit with the Board of Directors of the Authority, but who shall have no voting rights and who shall not count in determining a quorum of the Board of Directors.

8. Governing Body of the Authority.

a. The business of the Authority shall be conducted by a Board of Directors consisting of one (1) director appointed by each Member.

b. Each Director and alternate Director shall be appointed or selected by the governing body of the respective Member and each Director and alternate Director may, but need not be a member of the governing body of the respective Member. The names of all Directors and alternate Directors shall be on file with the Board. An alternate Director shall assume all rights of the Director representing the appointing Member and shall have the authority to act in the absence of a Director or in the event that a Director has a conflict of interest which precludes

11. Quorum and Voting. Directors representing Members with a majority of the Voting Percentages shall constitute a quorum for the purposes of transacting the Authority's business. The vote of Directors representing Members with a majority of the Voting Percentages of those Members whose Directors voted (excluding abstentions) shall be required for the Authority to take action, except where different voting requirements are provided for in this Agreement or by law.

12. Powers and Limitations Thereon. All the power and authority of the Authority will be exercised by the Board, subject however to the Water Supply Agreements and to the rights reserved by the Members as herein set forth; provided, however, that the Board may delegate such powers and authority to the Executive Director as the Board may determine by motion, resolution or ordinance.

13. Minutes. The secretary of the Authority shall cause to be kept minutes of all meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director and to each of the Parties hereto.

14. Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

15. Officers. There shall be selected from the membership of the Board, a chairman and a vice chairman. The Board shall appoint a secretary who may but is not required to be a Director; the secretary shall be responsible for keeping the minutes of all

disability, workmen's compensation and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, independent contractors or employees appointed by the Board shall be deemed by reason of their appointment or employment by the Board to be employed by any of the Members or by reason of their employment by the Board to be subject to any of the requirements of such Members.

16. Executive Director. The Executive Director of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in charge, or under his jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution or order of the Board. In addition to other powers and duties herein provided and notwithstanding paragraph 12 hereof, the Executive Director shall have the power:

a. Under policy direction of the Board, to plan, organize and direct all Authority activities;

b. To appoint and to remove all Authority employees and contractors, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement;

## BUDGETS AND PAYMENTS

19. Budget. Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a Budget for the Authority for the ensuing fiscal year.

20. Contributions for Authority Expenses.

a. Each Member and Associate Member shall make an initial contribution to pay operating expenses in an amount to be determined by the Board, and, thereafter, contributions as determined by the Board as required to fund the Budget.

b. It is understood that upon the issuance of Authority Bonds, the Authority shall reimburse the Members and Associate Members for those costs reasonably incurred by them for the formation of the Authority.

c. Contributions or advances of public funds and of personnel, supplies, equipment, services or property may be made to the Authority by any Member or Associate Member for any of the purposes of this Agreement, with the consent of the Authority. Any such advance may be made subject to repayment as agreed to by the Member, the Associate Member and the Authority.

d. Prior to the effectiveness of Sections 12, 13 and 14 of the Water Supply Contracts, the costs of the Authority, including all costs under the State Water Project Contract and other obligations assigned to the Authority pursuant to the Water Supply Contracts, shall be allocated among Members, Associate Members and other parties to Water Supply Contracts pro rata on



## FINANCING

21. Revenue Bonds. The Board shall have the power and authority to issue revenue bonds, notes or other obligations for the purposes and in accordance with the procedure and requirements set forth in Article 2 or Article 4 of Title 1, Division 7 of the Government Code of the State of California.

22. Other Indebtedness. The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law.

## ACCOUNTING AND AUDITS

23. Accounting Procedures. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's treasurer shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at Section 6500.

24. Audit. The records and the accounts of the Authority shall be audited annually and copies of such audit reports shall be filed with the State Controller and each Member and Associate Member within six months of the end of the fiscal year under examination.

this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

30. Disposition of Property Upon Termination. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members and Associate Members in proportion to the contributions made. The Board shall first offer any Facilities, rights and interests of the Authority for sale to the Members and Associate Members for good and adequate consideration. If no such sale is consummated, the Board shall offer such Facilities, rights and interests of the Authority for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members and Associate Members in proportion to the contributions made. If no such sale is consummated, then the Facilities, rights and interests of the Authority shall be allocated to the Members and Associate Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members and Associate Members.

31. Withdrawal.

a. A Member may withdraw from this Agreement, effective upon sixty days' written notice to the Authority, provided no indebtedness has been incurred hereunder and the Water Supply Agreement between such Member and the Authority shall not have terminated, and further provided the withdrawing Member pays or agrees to pay its share of all debts, liabilities

effective until a certified copy of the resolution of the governing board of such Member is filed with the Authority together with an executed original of such amendment.

34. Assignment; Binding on Successors. Except as otherwise provided in this Agreement or as a result of a consolidation, merger, reorganization with another governmental entity or a change in governmental form in accordance with California law, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. If authorized, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

35. Intention of Parties. The parties to this Agreement confirm that execution and delivery of this Agreement and the creation and operation of the Authority is a change in organization of the decision-making process with respect to the Facilities and is not a project for purposes of CEQA. Nothing contained herein shall be interpreted such that execution and delivery of this Agreement and the creation and operation of the Authority would constitute a decision to proceed with the Facilities or would otherwise constitute a project for purposes of CEQA.

## Exhibit A

Schedule of Parties

Buellton Community Services District  
Carpinteria County Water District  
Casmalia Community Services District  
City of Guadalupe  
Goleta Water District  
Montecito Water District  
City of Santa Barbara  
City of Santa Maria  
Santa Ynez River Water Conservation District,  
Improvement District #1  
Summerland County Water District



State of California  
March Fong Eu  
Secretary of State

FILE NO. 1184

FILED  
In the office of the Secretary of State  
of the State of California

OCT 21 1991

*March Fong Eu*  
MARCH FONG EU, Secretary of State

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT  
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 324-6778
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: Central Coast Water Authority

Mailing address: 3301 Laurel Canyon Road, Santa Barbara, CA 93105-2107

Provide a short title of the agreement if applicable: Joint Exercise of Powers Agreement - Central Coast Water Authority

The public agencies party to the agreement are:

- (1) Buellton Community Services District
- (2) Carpinteria County Water District
- (3) City of Guadalupe

if more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: September 26, 1991

Provide a condensed statement of the agreement's purpose or the powers to be exercised: To study, plan, develop, finance, acquire, design, construct, maintain, repair, manage, operate and control the facilities either alone or in cooperation with the United States, the State of California, or other public or private entities.

Date: October 15, 1991

*Robert Wignot*  
Signature

Robert Wignot, Executive Director  
Typed Name and Title

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of the day and year first above-written.

DATE: August 21, 1991

BUELLTON COMMUNITY SERVICES DISTRICT

By: *W. J. Olivera*  
President  
W. J. Olivera

ATTEST:

*Sharon Jones*  
Secretary  
Sharon Jones

APPROVED AS TO FORM:  
COOK, BERRYHILL, EDWARDS & MILLER

BY: *[Signature]*  
Attorneys for Buellton Community Services District

DATE: \_\_\_\_\_

CARPINTERIA COUNTY WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

DATE: \_\_\_\_\_

CASMALIA COMMUNITY  
SERVICES DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_

DATE: 9/10/91

CITY OF GUADALUPE

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

ATTEST:

Nancy C. Ettridge  
City Clerk

APPROVED AS TO FORM:

[Signature]

DATE: \_\_\_\_\_

GOLETA WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

DATE: August 22, 1991

MONTECITO WATER DISTRICT

By: Carol L. Valentine  
President

ATTEST:

C. Charles Evans  
General Manager/Secretary

APPROVED AS TO FORM:  
PRICE, POSTEL & PARMA

By Robert Jones



DATE: \_\_\_\_\_

CITY OF SANTA BARBARA

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

DATE: 9/3/91

CITY OF SANTA MARIA

By: Wayne Schumann  
Mayor City Administrator

ATTEST:

Scott Kallied  
City Clerk

APPROVED AS TO FORM:

James K. Marshall

CONTENTS:

BY: JNR  
DEPARTMENT HEAD

BY: USA  
CITY ADMINISTRATOR

DATE: \_\_\_\_\_

SANTA YNEZ RIVER WATER  
CONSERVATION DISTRICT,  
IMPROVEMENT DISTRICT #1

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

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

DATE: Sept 20, 1991

SUMMERLAND COUNTY'  
WATER DISTRICT

By: *[Signature]*  
President

ATTEST:

*Cathy Muner*  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_