

FIRST AMENDMENT
to the
JOINT EXERCISE OF POWERS AGREEMENT
Creating the
CENTRAL COAST WATER AUTHORITY

This First Amendment (the “**Amendment**”) to the Joint Exercise of Powers Agreement Creating the Central Coast Water Authority (the “**Authority**”), dated August 31, 1991 (the “**Joint Exercise of Powers Agreement**”), is made effective December 12, 2017 by and between the parties on the attached Exhibit A (each, a “**Party**” and collectively, the “**Parties**”). Unless otherwise provided herein, all defined terms used in this Amendment shall have the same meaning as set forth in the Joint Exercise of Powers Agreement.

RECITALS

A. The Parties to this Amendment are all signatories to the Joint Exercise of Power Agreement or successors in interest. Carpinteria Valley Water District is the successor in interest to the Carpinteria County Water District.

B. The Parties desire to amend the Joint Exercise of Powers Agreement to expressly authorize the Authority to take certain actions necessary and convenient to assume all of the Santa Barbara County Flood Control and Water Conservation District’s (the “**District**”) rights, interest in, and obligations under the Water Supply Contract with the State of California Department of Water Resources (the “**DWR**”) concerning the delivery of water from the State Water Project (the “**State Water Supply Contract**”).

AGREEMENT

1. Section 5 of the Joint Exercise of Powers Agreement is amended to include a new subsection “p” as follows:
 - p. To contract with the DWR for delivery of water from the State Water Project, along with all necessary and incidental powers as may be required by the Authority to carry out the Authority’s rights and obligations under the State Water Supply Contract, including, but not limited to, the right to levy a tax or assessment on all properties within the jurisdiction of the Authority not exempt from taxation, as mandated by the California Water Code and the State Water Supply Contract.
2. Except as modified above, the Joint Exercise of Powers Agreement shall continue in full force and effect. In the event of a conflict between this Amendment and the Water Supply Agreement, the terms and conditions of this Amendment shall control in all respects.
3. The individuals executing this Amendment represent and warrant that they have the authority to enter into this Amendment and to perform all acts required by this Amendment, and that the consent, approval, or execution of or by any third party is not required to legally bind either Party to the terms and conditions of this Amendment.

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

CITY OF BUELLTON

DATE: 9-28-17

By: Holly Sims
Mayor

ATTEST:

Sandra Reid
City Clerk

APPROVED AS TO FORM:

By: Stephen McE...

CARPINTERIA VALLEY WATER DISTRICT

DATE: _____

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

CITY OF GUADALUPE

DATE: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

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

CITY OF BUELLTON

DATE: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____

CARPINTERIA VALLEY WATER DISTRICT

DATE: November 3, 2017

By: 
Polly Holcombe, President

ATTEST:


Ursula Santana, Secretary

APPROVED AS TO FORM:


J. Roger Myers, Myers, Widders, Gibson, Jones & Feingold, L.L.P.

CITY OF GUADALUPE

DATE: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DATE: _____

CITY OF BUELLTON

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____

DATE: _____

CARPINTERIA COUNTY WATER DISTRICT

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

DATE: _____

CITY OF GUADALUPE

By: John Aguado
Mayor 10/30/17

ATTEST:

Joice E. Raguz
City Clerk

APPROVED AS TO FORM:

Philip F. Sinco
CITY ATTORNEY

DATE: _____

GOLETA WATER DISTRICT

By: _____
President

GOLETA WATER DISTRICT

DATE: 10/31/17

By: Richard M. Merrifield
President

ATTEST:
[Signature]
Secretary

APPROVED AS TO FORM:
[Signature]

MONTECITO WATER DISTRICT

DATE: _____

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

CITY OF SANTA BARBARA

DATE: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

GOLETA WATER DISTRICT

DATE: _____

By: _____

President

ATTEST:

Secretary

APPROVED AS TO FORM:

MONTECITO WATER DISTRICT

DATE: 10-24-17

By: 


Richard Shaikewitz, President

ATTEST:



Nick Turner, Secretary

APPROVED AS TO FORM:



Robert Cohen, Counsel

CITY OF SANTA BARBARA

DATE: _____

By: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

GOLETA WATER DISTRICT

DATE: _____

By: _____

President

ATTEST:

Secretary

APPROVED AS TO FORM:

MONTECITO WATER DISTRICT

DATE: _____

By: _____

President


ATTEST:

Secretary

APPROVED AS TO FORM:


CITY OF SANTA BARBARA

DATE: 12-12-2017

By: 

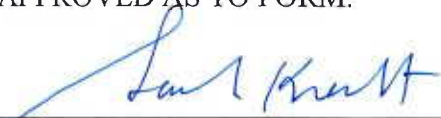
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



CITY OF SANTA MARIA

DATE: 10/20/2017

By: *Michele N. Palino*
Mayor

ATTEST: *[Signature]*
Chief Deputy City Clerk



APPROVED AS TO FORM: *[Signature]*
City Attorney

**SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT #1**

DATE: _____

By: _____
President

ATTEST: _____
Secretary

APPROVED AS TO FORM: _____

DATE: _____

CITY OF SANTA MARIA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DATE: 10.24.2017

SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO.1

By: Kevin Walsh
President

ATTEST:

Mary Martone
Secretary to the Board

APPROVED AS TO FORM:

Ang M. Kees
BROWNSTON HYATT PARSON SCHRECK, LLP

EXHIBIT A

Schedule of Parties

Carpinteria Valley Water District
City of Buellton
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

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).

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COVENANTS

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

PURPOSE AND POWERS

1. Definitions. For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:

a. "Agreement" means this Joint Exercise of Powers Agreement.

b. "Associate Member" means an entity meeting the qualifications set forth in Paragraph 7 and which executes a Water Supply Agreement.

c. "Authority" means the "Central Coast Water Authority" formed pursuant to this Agreement.

d. "Board" or "Board of Directors" means the governing body of the Authority as established in this Agreement.

e. "Budget" means the approved budget applicable to the expenses of the Authority.

f. "Director" means the director representing a Member of the Authority.

g. "Facility" or "Facilities" means a water supply 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, including

without limitation, dams, watercourses, drainage channels, conduits, ditches, canals, reservoirs, tanks, pumping plants, hydroelectric generation and transmission facilities, buildings, and other structures utilized for the diversion, pumping, conveyance, control, storage, groundwater recharge, treatment and 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 Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Authority shall be a public entity separate from the Members hereto.

3. Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the Members.

4. Purpose of the Agreement; Common Powers To Be Exercised. Each Member has in common the power 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. The purpose of this Agreement is to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner hereinafter set forth.

5. Powers. The Authority shall have the power in its own name to do any of the following:

a. To exercise the common powers of its Members to finance, develop, design, construct, operate, and maintain the Facilities.

b. To exercise the common powers of its Members in studying, planning and implementing ways and means to provide a reasonable and financially feasible program and plan of operation for acquiring the Facilities.

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.

h. To acquire, by eminent domain or otherwise, and to hold and dispose of property, including real property, water and water rights, necessary to the full exercise of its powers.

i. To incur debts, liabilities or obligations subject to limitations herein set forth.

j. To issue bonds, notes and other indebtedness, and to enter into leases, installment sale and installment purchase contracts, all as hereinafter provided.

k. To sue and be sued in its own name.

l. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, the State of California or other public or private entity necessary for the Authority's full exercise of its powers.

m. To perform all acts necessary or proper to carry out fully the purposes of this Agreement.

n. To enter into Water Supply Agreements with Associate Members in accordance with Paragraph 7.

o. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to Buellton Community Services District.

ORGANIZATION

6. Membership. The Members of the Authority shall be each public entity which has executed, or hereafter shall execute, this Agreement, or any addenda, amendment or supplement thereto 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 participation by the Director in any decision-making process of the Authority.

c. Each Director and alternate Director shall hold office from the first meeting of the Board after his or her appointment by the governing body of the Member he or she represents until a successor is selected by the Member and the Member so notifies the Authority.

d. Any Director may receive such compensation from the Authority for services as may from time to time be established by the Board.

9. Principal Office. The principal office of the Authority shall be established by the Board. The Board is

hereby granted full power and authority to change its principal office from one location to another. Any change shall be noted by the secretary, but shall not be considered an amendment to this Agreement.

10. Meetings. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Member and Associate Member. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (commencing at Section 54950).

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 meetings of the Board and all other official records of the Authority. Unless otherwise determined by the Authority, the treasurer and auditor controller of the Authority shall be the Finance Director of the City of Santa Barbara who shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. The treasurer and auditor-controller shall provide strict accountability of all funds and report of all receipts and disbursements, shall be bonded in accordance with Government Code Section 6505.1, shall perform the duties as

specified in and in accordance with Government Code Sections 6505 and 6505.5, shall draw all warrants and pay demands against the Authority approved by the Board and shall cause an annual audit to be performed. In addition, the Board shall have the power to appoint such additional officers as it deems necessary or useful.

The chairman, vice chairman, and secretary shall hold office for a period of one year commencing July 1 of each fiscal year; provided however, that the first chairman, vice chairman and secretary appointed shall hold office from the date of their appointment to the last day of June of the ensuing fiscal year. The public officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be designated in the applicable budget and thus fixed.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, 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;

c. To authorize expenditures within the designations and limitations of the approved Budget; and

d. To make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

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PLANNING

17. Planning Policy. In keeping with the purpose of this Agreement, the Members hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the purposes set forth in the recitals hereto and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 5. The studies and planning shall consider the financing methods for such proposals, as well as the allocation of costs among the Parties.

PROJECT

18. Project. The Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of the Facilities on its own or in conjunction and cooperation with the United States, the State of California, or any other public or private entity, in accordance with applicable state and federal laws. The Authority may accept assignment of rights to water from Members, Associate Members and other parties and may contract to sell water to Members, Associate Members and other parties, all in accordance with water supply contracts entered into by the Authority and Members, Associate Members and other parties.

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 the basis of their Project Allotments under their

respective Water Supply Agreements, all as set forth in a schedule to be attached to each budget. After the effectiveness of Sections 12, 13 and 14 of the Water Supply Contracts, costs of the Authority (including the cost of construction and operation of the Facilities) shall be allocated among Members, Associate Members and other parties to Water Supply Contracts as set forth in the Water Supply Contracts.

e. It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to state or federal grants or loans; provided, however, that the Authority may not assess a Member or Associate Member directly for the satisfaction of any liabilities imposed against the Authority in connection with such grants or loans without such Member or Associate Member's consent.

f. In accordance with Government Code Section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds, property and Facilities acquired by it during the term of this Agreement, except as otherwise expressly approved by the Authority.

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.

PROPERTY RIGHTS

25. Authority Facilities. Except as expressly approved by the Authority, all Facilities constructed or acquired by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement.

26. Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members or the Associate Members.

LIABILITY OF BOARD

27. Except as otherwise provided in this Agreement, the funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

28. Term. The Authority shall continue until this Agreement is rescinded or terminated as herein provided.

29. Rescission or Termination. Subject to the Water Supply Agreements, this Agreement may be rescinded and the Authority terminated by unanimous written consent of the Members, except that this Agreement may not be rescinded or

terminated so long as any Authority indebtedness remains outstanding. Nothing in 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 and obligations of the Authority incurred prior to the effective date of such withdrawal.

b. In the event the withdrawing Member has any rights in any Facilities or obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority.

c. No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Paragraph or any other Paragraph of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.

32. Admission of New Members. It is recognized that entities, other than the original Members and Associate Members, may wish to participate in the Authority. Additional entities may become Members or Associate Members of the Authority upon such terms and conditions as provided by the Board upon an affirmative vote of Directors representing a majority of the Voting Percentages and upon execution of a Water Supply Agreement.

33. Amendments. This Agreement may be amended upon written approval of any amendment by Members of the Authority representing a majority of the Voting Percentages. The approval of a Member of an amendment to this Agreement shall not be 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.

36. Notice. Any notice or instrument required to be given or delivered hereunder shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the Members and Associate Members shall be deemed to have been received by the Member or Associate Member to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office.

37. Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

38. Choice of Law. This Agreement shall be governed by the laws of the State of California.

39. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby.

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:

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

DATE: _____

BUELLTON COMMUNITY SERVICES DISTRICT

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

DATE: 9/18/91

CARPINTERIA COUNTY WATER DISTRICT

By: Harold H. Sullwold
President
HAROLD H. SULLWOLD

ATTEST:

Robert R. Lieberknecht
Secretary
ROBERT R. LIEBERKNECHT

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:



City Clerk

APPROVED AS TO FORM:



DATE: 9-25-91

GOLETA WATER DISTRICT

By: *John C. ...*
President

ATTEST:
Paul ...
Secretary

APPROVED AS TO FORM:
[Signature]

DATE: _____

MONTECITO WATER DISTRICT

By: _____
President

ATTEST:

General Manager/Secretary

APPROVED AS TO FORM:

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:

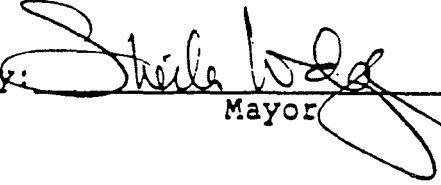
C. Charles Evans
General Manager/Secretary

APPROVED AS TO FORM:
PRICE, POSTEL & PARMA

By Robert Jones

DATE: October 15, 1991


CITY OF SANTA BARBARA
Agreement No. 16,161

By: 
Mayor

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM:



DATE: _____

CITY OF SANTA MARIA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DATE: _____

CITY OF SANTA BARBARA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DATE: 9/3/91

CITY OF SANTA MARIA

By: Wayne Schwann
Mayor City Administrator

ATTEST:

Janet Kildred
City Clerk

APPROVED AS TO FORM:

Frank J. [Signature]

CONTENTS:

BY: [Signature]
DEPARTMENT HEAD

BY: [Signature]
CITY ADMINISTRATOR

DATE: Aug-20, 1891

SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT #1

By: *Robert J. Lindberg*
President

ATTEST:

Robert A. Carson
Secretary

APPROVED AS TO FORM:

DATE: _____

SUMMERLAND COUNTY
WATER DISTRICT

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

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: *R. J. Ward*
President

ATTEST:

Cathy Munier
Secretary

APPROVED AS TO FORM:

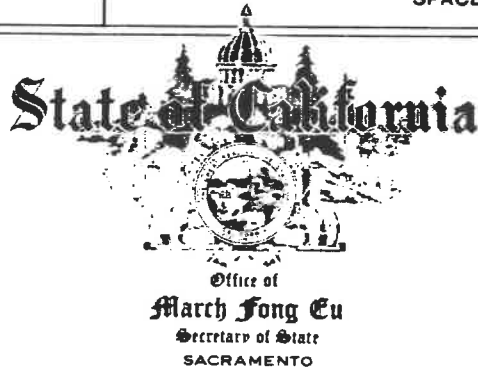
Exhibit A

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

RECEIVED
DEC 24 1991
CACHUMA O. & M BOARD

SPACE ABOVE THIS LINE FOR RECORDER'S USE



I, MARCH FONG EU, Secretary of State of the State of California,
hereby certify:

That the annexed transcript of 2 page(s) was prepared by
and in this office from the record on file, of which it purports to be a
copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

OCT 21 1991

March Fong Eu
Secretary of State





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

