

# CENTRAL COAST WATER AUTHORITY

## ASSISTANCE AGREEMENT

This Assistance Agreement Assistance Agreement Related to Montecito Water District Transfers/Exchanges with Homer, LLC ("**Agreement**") is made as of June 27, 2024 by and between

CENTRAL COAST WATER AUTHORITY ("**CCWA**")

and

MONTECITO WATER DISTRICT ("**MWD**")

(each, a "**Party**," and together, the "**Parties**").

### RECITALS

A. Pursuant to the Transfer of Financial Responsibility Agreement, the Santa Barbara County Flood Control and Water Conservation District ("**SBCFCWCD**") transferred to CCWA, and CCWA accepted and assumed, all rights and obligations to the contract between SBCFCWCD and the Department of Water Resources ("**DWR**") that provides for the delivery of water from California's State Water Project ("**SWP**") to Santa Barbara County ("**SWP Contract**").

B. CCWA owns, operates and maintains water conveyance, storage and treatment facilities ("**CCWA Facilities**") to deliver water from the SWP to cities, water districts and other water purveyors and users in Santa Barbara County (collectively, the "**CCWA Participants**") pursuant to one or more water supply agreements. MWD is a CCWA Participant.

C. CCWA and MWD are parties to a water supply agreement dated August 1, 1991, as amended from time to time, related to the matters described in Recitals A and B ("**Water Supply Agreement**").

D. Amendment No. 21 to the SWP Contract (the "**Water Management Amendment**") allows for the transfer and exchange of project water and the conveyance of nonproject water with DWR's approval and subject to the terms and conditions set forth in the SWP Contract. The Water Management Amendment provides CCWA and the CCWA Participants with flexibility to manage their water supplies in a changing environment and to improve water supply reliability.

E. On April 25; 2024, CCWA's Board of Director adopted Resolution No. 24-02 approving Administrative Rules for the Transfer or Exchange of Water ("**Transfer Rules**"), which establish CCWA rules and procedures for the CCWA Participants to transfer and exchange water under the SWP Contract.

F. MWD and Homer, LLC (“**Homer**”) have entered into an agreement (“**Homer Agreement**”), attached to this Agreement as **Exhibit 1**, that provides for certain transfers and exchanges of water between MWD and Homer (“**MWD Transfer(s)**”).

G. MWD has requested that CCWA assist MWD with implementation of the Homer Agreement, including assisting MWD with obtaining all required approvals and complying with all applicable laws, and MWD has agreed to accept all responsibility and liability and to pay all expenses pertaining thereto in accordance with the terms and conditions of this Agreement.

H. On June 27, 2024, CCWA’s Board of Directors authorized CCWA’s Executive Director to assist MWD with the proposed MWD Transfers, at MWD’s expense, but also to return to the Board for the Board’s review and consideration of any findings, approvals or commitments that may be required of CCWA to effectuate the proposed MWD Transfers.

I. The Parties anticipate that DWR’s approval of any MWD Transfer, in the form of one or more contracts among the participating contracting parties (each a “**DWR Approval Agreement**”), will be required and that such agreement(s) will require that SBCFCWCD, as party to the SWP Contract, execute such agreement(s) on behalf of CCWA and further, that as a condition precedent to executing such agreement(s), SBCFCWCD will require CCWA to indemnify and release the SBCFCWCD from any liabilities arising from or related to any MWD Transfer.

J. The Parties desire to enter into this Agreement to set forth the rights, responsibilities and obligations of the Parties as it relates to any MWD Transfer pursuant to the Homer Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

**1. Compliance with all Laws.** MWD shall be solely and exclusively responsible for complying with all applicable laws and legal requirements associated with any MWD Transfer, including but not limited to the California Environmental Quality Act (“**CEQA**”), and for securing any required consents, approvals, permits or orders necessary to effectuate any MWD Transfer. The Parties acknowledge and agree that different laws and legal requirements may apply, depending on the source of the water to be transferred, the facilities used, and other factors specific to the particular transfer or exchange of water.

### **2. CCWA Assistance**

**2.1 Coordination with DWR and SBCFCWCD.** As may be required to assist MWD with any MWD Transfer pursuant to the Homer Agreement, as provided herein, CCWA will endeavor to coordinate with DWR and SBCFCWCD, including but not limited to providing any documentation or requests for information required by DWR or SBCFCWCD. CCWA will endeavor to timely forward any documentation or requests for information related to or required by DWR or SBCFCWCD regarding any MWD Transfer for review and instructions on how MWD

desires to proceed. Under no circumstances shall CCWA agree to modifications or amendments to any MWD Transfer or any related agreements without the consent of MWD.

**2.2 CCWA As Intermediary.** With respect to any MWD Transfer, the Parties acknowledge and agree that CCWA is acting simply as an intermediary between DWR and MWD, and SBCFCWCD and MWD, since MWD does not have any direct contractual relationship with DWR or the SBCFCWCD. The Parties further acknowledge and agree that CCWA has no direct or indirect interest in any MWD Transfer. MWD acknowledges and agrees that in the event that any approval required to permit any MWD Transfer is not obtained, or is conditioned in a manner that is not acceptable to MWD, CCWA shall have no obligation to assist MWD in objecting to, requesting reconsideration of, or challenging any such determination. If any approval required to effectuate any MWD Transfer is not obtained, including but not limited to CCWA's approval as provided herein, or any approval of any MWD Transfer is conditioned in a manner that is not acceptable to either Party, the Parties shall meet and confer to determine whether this Agreement shall be terminated.

**3. Indemnification Agreement with SBCFCWCD.** As may be required to obtain the SBCFCWCD's execution of any DWR Approval Agreement for any MWD Transfer, MWD requests that CCWA agree to indemnify SBCFCWCD by executing an Assignment, Assumption and Indemnification Agreement substantially similar to the form of agreement attached hereto as **Exhibit 2**. Upon CCWA's execution of an Assignment, Assumption and Indemnification Agreement with the SBCFCWCD, MWD shall be bound to CCWA under the terms of the agreement, just as CCWA is bound to SBCFCWCD by the terms of the agreement. MWD also shall be bound to CCWA under the terms of any other commitments by CCWA in connection with any MWD Transfer, just as CCWA is bound under said commitments.

**4. Conditions Precedent.** As a condition precedent of CCWA's approval and execution of an Assignment, Assumption and Indemnification Agreement, as provided in Section 3, for each MWD Transfer, MWD shall do all of the following:

- a) deliver to CCWA a detailed description of the proposed MWD Transfer; and
- b) certify by resolution or other appropriate document all of the matters set forth in this Section 4.b) and deliver said certification to CCWA; and
  - i) MWD has complied with all applicable laws.
  - ii) MWD has provided any required notices to public agencies and the public.
  - iii) MWD is informed and believes that the MWD Transfer will not harm other CCWA Participants or any party that contracts with DWR for the delivery of SWP water.
  - iv) MWD is informed and believes that the MWD Transfer will not adversely impact CCWA or SWP operations.

- v) MWD is informed and believes that the transfer or exchange will not affect its ability to make all payments, including payments when due under the Water Supply Agreement and this Agreement.
- vi) MWD has considered the potential impacts of the MWD Transfer within its service area.
- c) deliver to CCWA a copy of MWD's documentation of compliance with CEQA, including any Notice of Exemption or Notice of Determination, as applicable; and
- d) give notice to CCWA of MWD's agreement to the terms and conditions of any DWR Approval Agreement(s) setting forth the terms and conditions of the MWD Transfer.

## **5. Procedure**

**5.1** Upon request by MWD to facilitate any MWD Transfer, CCWA will endeavor to timely communicate and coordinate with DWR and/or Homer and otherwise assist MWD to facilitate a MWD Transfer, including but not limited to transmitting the required "DWR Contract Information Form" to DWR and requesting that DWR consider such transfer pursuant to the terms and conditions of the SWP Contract.

**5.2** Upon request by MWD to facilitate a MWD Transfer, CCWA's Board of Directors will endeavor to timely meet and consider the MWD Transfer, including any required Assignment, Assumption and Indemnification Agreement. Upon CCWA's approval of the MWD Transfer and Assignment, Assumption and Indemnification Agreement, CCWA will endeavor to timely notify MWD of such approval.

**5.3** Upon receipt of any DWR Approval Agreement, CCWA will endeavor to timely deliver the DWR Approval Agreement to MWD for MWD's review and approval of the terms and conditions of the MWD Transfer. In turn, MWD will timely notify CCWA whether MWD agrees to the terms and conditions of the MWD Transfer as set forth in the DWR Approval Agreement.

**5.4** Upon receipt of MWD's notice of its agreement to the terms and conditions of the DWR Approval Agreement, and provided that MWD has satisfied all conditions precedent set forth in Section 4, and further provided that CCWA's Board of Directors has approved the MWD Transfer and any required Assignment, Assumption and Indemnification Agreement, CCWA will endeavor to timely execute the Assignment, Assumption and Indemnification Agreement and deliver said agreement to SBCFCWCD and request SBCFCWCD's execution of both the Assignment, Assumption and Indemnification Agreement and the DWR Approval Agreement(s) on behalf of CCWA on behalf of MWD.

**6. CCWA Delivery of Water.** The Parties acknowledge and agree that any water transferred to MWD pursuant to the Homer Agreement shall be delivered by CCWA to MWD pursuant to the terms and conditions of the Water Supply Agreement. CCWA's delivery of such water shall be contingent upon, and subject to, any necessary approvals, including but not limited to any DWR Approval Agreement(s), and shall be governed by the terms and conditions of such approval(s) and any other applicable legal requirements.

7. **Cooperation.** MWD acknowledges that CCWA's ability to assist MWD, as provided in this Agreement, requires MWD's cooperation. MWD shall reasonably cooperate with CCWA, at CCWA's request, in all ways as may be necessary to carry out the terms and conditions of this Agreement.

8. **MWD Payment of Total Expenses**

8.1 **Total Expenses.** Irrespective of whether any MWD Transfer is undertaken or completed, MWD shall pay CCWA's total expenses, including all out-of-pocket expenditures made by CCWA arising under or related to this Agreement, including, but not limited to consultant expenses, legal expenses, and any other costs and expenses related to any MWD Transfer, including any expenses incurred prior to the Effective Date of this Agreement and any expenses incurred by CCWA pursuant to any CCWA compliance with CEQA as may be required (collectively, "Total Expenses").

8.2 **Invoices and Payments.** CCWA will invoice MWD for Total Expenses incurred on a monthly basis or such other periodic basis as CCWA may determine. CCWA invoices shall itemize Total Expenses incurred, including any consultant and legal fees, provided however, that CCWA shall not be required to include privileged and confidential communications to MWD. MWD shall remit the amount stated in the invoice within thirty (30) days of receipt.

8.3 **Reconciliation.** Upon termination of this Agreement, CCWA shall provide to MWD an accounting of the actual amounts MWD is obligated to pay hereunder. Any overpayment by MWD shall be promptly refunded by CCWA and any underpayment by MWD shall be promptly paid to CCWA.

9. **Obligation in the Event of Default**

9.1 **Written Demand Upon Failure to Make Payment.** Upon MWD's failure to make any payment in full when due under this Agreement or to perform any other obligation hereunder, CCWA shall make written demand upon MWD, and if such failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default at the expiration of such period.

9.2 **CCWA's Use of Other Funds.** CCWA may draw upon and use any unobligated funds held by CCWA as credits payable to MWD, including "O&M Year-end Credits" and any other credits held by CCWA for the benefit of the MWD, and any cash that MWD may have on deposit with CCWA in the "DWR Reserve Fund" or the "Rate Coverage Reserve Fund," to satisfy the MWD's payment obligation, in whole or in part. CCWA shall provide to the MWD an accounting of any such credits or deposits applied. CCWA's use of other MWD funds pursuant to this Section 9.2 is in addition to all other remedies provided by this Agreement.

9.3 **Other Events of Default.** In addition to any default resulting from breach by CCWA or MWD of any agreement, condition, covenant or term hereof, if CCWA or MWD shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby CCWA or MWD asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from

any or all of its debts or obligations, or offers to its creditors to effect a composition or extension or time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if CCWA or MWD shall make a general or any assignment for the benefit of its creditors, then in each and every such case CCWA or MWD, as the case may be, shall be deemed to be in default hereunder.

**9.4 Termination of Contractual Rights; Continuing Obligations.** Upon MWD's failure to make any payment which failure constitutes an un-cured default under this Agreement, CCWA may (in addition to all other remedies provided in this Agreement) terminate the provisions of this Agreement. Irrespective of such termination, the obligations of MWD to CCWA to pay the full amount of costs under this Agreement shall continue in full force and effect.

**10. MWD's Representative.** Concurrent with execution of this Agreement, in the signature block of this Agreement, MWD shall identify and provide the contact information for its authorized representative ("**Authorized Representative**"). MWD represents and warrants that its Authorized Representative has full authority to grant, provide and enter into, by and on behalf of MWD, any and all consents, approvals, instructions, authorizations or agreements in connection with this Agreement (collectively, "**Contractor Directions**"). CCWA shall be entitled to rely upon, without inquiry, the full authority of MWD's Authorized Representative. Without limiting the foregoing, MWD's Authorized Representative shall be solely responsible for requesting and obtaining in advance any special or further authorizations that may be necessary in connection with any Contractor Directions given to CCWA hereunder and CCWA may assume, without further inquiry, that all such authorizations have been obtained. MWD may designate a different individual as its Authorized Representative in connection with this Agreement at any time by providing written notice to CCWA.

**11. Disclaimer of Liability**

**11.1** MWD acknowledges and agrees that CCWA is endeavoring in good faith to assist MWD, in exchange for full reimbursement of CCWA's costs and expenses and full assumption of CCWA's obligations and liabilities related to or arising out of this Agreement and any MWD Transfer and, as a result, it is the intent and agreement of the parties hereto that CCWA shall not incur any liability for such assistance to MWD, regardless of the cause.

**11.2** MWD acknowledges and agrees that neither CCWA, nor any of its elected officials, officers, agents, employees, consultants, attorneys, or any other CCWA Participant shall be liable to MWD pursuant to this Agreement or otherwise in the event that DWR, SBCFCWCD or any other party required to approve any MWD Transfer or any related agreement or transaction declines or fails to approve any MWD Transfer or such other related agreement or transaction or conditions any MWD Transfer in any manner.

**11.3** To the maximum extent permitted by law, neither CCWA, nor any of its elected officials, officers, agents, employees, consultants, or attorneys, or any other CCWA Participant, shall be liable to MWD for any claims, liabilities, damages, losses, actions, penalties, proceedings, or expenses resulting from CCWA's failing to timely perform its obligations under this Agreement or any related agreements pertaining to any MWD Transfer, whether resulting from inadvertence, negligence, omission, or any other reason.

11.4 To the maximum extent permitted by law, neither CCWA, nor any of its elected officials, officers, agents, employees, consultants, or attorneys, or any other CCWA Participant, shall be liable to MWD for any claims, liabilities, damages, losses, actions, penalties, proceedings, or expenses resulting from CCWA's inability or failure to deliver any water pursuant to the Homer Agreement as a result of uncontrollable forces, such as shortage, drought, earthquakes and other natural or human caused disasters, limitations or constraints on DWR's operation of the SWP, limitations or constraints on CCWA's operation of the CCWA Facilities, or any other cause beyond the control of CCWA.

## 12. Indemnification and Defense

12.1 **Indemnification.** MWD ("**Indemnifying Party**") agrees to indemnify, defend, protect and hold harmless CCWA and its officers, directors, employees, agents, consultants and attorneys and all other CCWA Participants (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against any and all claims, actions, liabilities, damages, losses and expenses, including but not limited to attorneys', paralegals', consultants', and experts' fees, costs and expenses, arising from or relating to this Agreement and any related agreements pertaining to any MWD Transfer, whether claims, actions, liabilities, damages, losses or expenses arise prior to or following termination or expiration of this Agreement, except to the extent any liability, loss, cost or expense is caused by the Indemnified Party's sole negligence or willful misconduct.

12.2 **Defense of Action.** If requested by the Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; provided, however, that if the Indemnifying Party is a defendant in any such action and the Indemnified Party reasonably believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Section 12.2 applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

13. **Remedies.** If MWD does not timely perform its obligations pursuant to this Agreement, CCWA shall be entitled to proceed to protect and enforce its rights as provided in this Agreement by such appropriate judicial proceedings as CCWA shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in CCWA by this Agreement or by law. The provisions of this Agreement and the duties of MWD and of its elected officials, officers, agents, or employees shall be enforceable by CCWA by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

#### **14. Term; Termination**

**14.1 Term.** The term of this Agreement shall commence on the date upon which executed by all Parties (“**Effective Date**”) and shall continue until termination of any DWR Approval Agreement(s), unless sooner terminated as provided for herein.

#### **14.2 Termination**

14.2.1 This Agreement may be terminated by CCWA at any time, provided MWD agrees in writing thereto.

14.2.2 This Agreement may be terminated by MWD upon the expiration of thirty (30) days following the later of (i) delivery of written notice of termination to CCWA, and (ii) discharge by MWD, or satisfactory performance of all financial obligations hereunder.

14.2.3 Notwithstanding any provision to the contrary, the obligations set forth in Sections 3, 8, 11 and 12 shall survive in full force and effect despite termination of this Agreement.

#### **15. General Provisions**

**15.1 Assignability.** This Agreement shall not be assigned by MWD without the prior written consent of CCWA, which consent shall not be unreasonably withheld. Any attempted assignment without the prior written approval of CCWA shall be void.

**15.2 Attorneys’ Fees.** In any action to enforce or interpret this Agreement, the prevailing party shall recover from the non-prevailing party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as “cost” items by law) reasonably incurred by the prevailing party at, before and after trial or on appeal, or in any bankruptcy proceeding, including attorneys’ and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

**15.3 Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith, as each party has participated in the drafting of this document and had the opportunity to have their legal counsel review it. The Recitals to this Agreement are incorporated herein and made a part hereof by this reference. The headings in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The terms “person” and “party” include individuals, corporations, partnerships, trust, and other entities and associations. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”



**15.4 Counterparts; Electronic Signatures; Delivery by Email.** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (P.L. 106-229), e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**15.5 Due Authority.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of their respective party and to bind that party to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any additional person or party is not required to legally bind that party to the terms and conditions of this Agreement.

**15.6 Entire Agreement; Modification.** The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, representation and understandings of the Parties relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties.

**15.7 Good Faith.** The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate the terms and conditions of this Agreement.

**15.8 Governing Law; Venue.** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of laws. Venue for any disputes under this Agreement shall be in Santa Barbara County, California.

**15.9 Legal Advice.** Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions of this Agreement.

**15.10 No Agency.** This Agreement shall not create, nor shall it be construed to create any agency, partnership or similar relationship among the Parties.

**15.11 Notices.** All notices, approvals, acceptances, requests, demands and other communications required or permitted under this Agreement, to be effective, shall be in writing and shall be delivered, either in person or by email or by Federal Express or other similar overnight delivery service, to the Authorized Representative of the Party to whom the notice is directed. Any communication given by email shall be deemed delivered on such mailing date and any communication given by overnight service shall be deemed delivered one (1) business day after the dispatch date. Any Party may change its email and overnight service addresses by giving all other Parties written notice of the new address(es).

**15.12 Severability.** If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Agreement and the affected provision to the extent it is not so held shall remain valid and enforceable and in full force and effect. The forgoing shall not apply, however, if the invalid or unenforceable provision in question or, as applicable, the portion or application thereof held invalid or unenforceable, is a fundamental and material provision of this Agreement.

**15.13 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**15.14 Time of the Essence.** Except as otherwise provided in this Agreement, time is of the essence with respect to this Agreement and the performance of every obligation contained in this Agreement.

**15.15 Time for Performance.** Notwithstanding any provision of this Agreement to the contrary, in the event a Party fails to perform any obligation under this Agreement (other than an obligation to pay money) because of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, government or judicial actions, inclement weather or other causes beyond its reasonable control, that failure will not constitute a default under this Agreement, and the performance in question will be excused during the period in which the cause for failure continues.

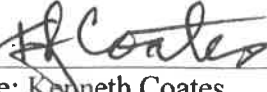
*—Signatures Follow on Next Page—*

**IN WITNESS WHEREOF**, the Parties have executed and entered into this Agreement as of the date first written above.

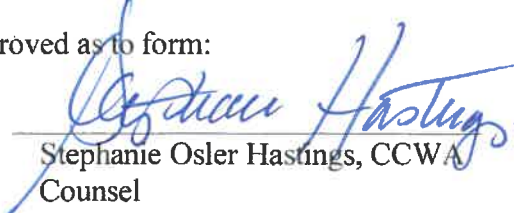
**CENTRAL COAST WATER AUTHORITY**

**MONTECITO WATER DISTRICT**

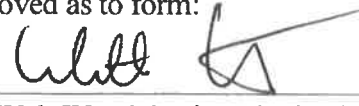
By:   
Name: Ray Stokes  
Title: Executive Director

By:   
Name: Kenneth Coates  
Title: Board President

Approved as to form:

By:   
Stephanie Osler Hastings, CCWA  
Counsel

By:   
Name: Nicholas Turner  
Title: Board Secretary

Approved as to form:  
By:   
Walt Wendelstein, District Counsel

**CCWA Authorized Representative:**

Ray Stokes, Executive Director  
Central Coast Water Authority  
255 Industrial Way  
Buellton, CA 93427  
Telephone: (805) 688-2292  
Email: [RAS@ccwa.com](mailto:RAS@ccwa.com)

**MWD Authorized Representative:**

Nicholas Turner, General Manager  
Montecito Water District  
583 San Ysidro Road  
Santa Barbara, CA 93108  
Telephone: (805) 969-2271  
Email: [nturner@montecitowater.com](mailto:nturner@montecitowater.com)

**Exhibit 1:** Water Management Program Agreement between MWD and Homer

**Exhibit 2:** Form of Assignment, Assumption and Indemnification Agreement