

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTURA COUNTY
WATERSHED PROTECTION DISTRICT APPROVING THE TRANSFER OF 250 ACRE-
FEET OF CASITAS MWD'S 2022 STATE WATER PROJECT TABLE A WATER
SUPPLY TO CENTRAL COAST WATER AUTHORITY**

- A. WHEREAS, in 1944, the Ventura County Watershed Protection District ("**VCWPD**") was created as a flood control district by special act of the Legislature; and that special act designates the Ventura County Board of Supervisors to act and serve as the District's Board of Supervisors and also designates Ventura County officers and employees to act and serve as the District's officers and employees.
- B. WHEREAS, the Casitas Municipal Water District ("**Casitas MWD**") is a Municipal Water District formed pursuant to the Municipal Water District Act (California Water Code Section 71000 - 73001)
- C. WHEREAS, in 1963, following the voters' 1960 approval of the California Water Resources Development Bond Act, the Ventura County Watershed Protection District ("**VCWPD**") and the Department of Water Resources ("**DWR**"), acting on behalf of the State of California, executed an agreement ("**State Water Contract**") dated December 2, 1963 for the supply and delivery of State Water Project ("**SWP**") water in the annual amount of 20,000 acre-feet ("**Table A amount**").
- D. WHEREAS, on June 23, 1970, the VCWPD and Casitas MWD entered into an agreement whereby Casitas MWD assumed full responsibility for all of the VCWPD's obligations pursuant to the State Water Contract.
- E. WHEREAS, in 1963, the Santa Barbara County Flood Control and Water Conservation District ("**SBCFCWCD**") and the DWR, acting on behalf of the State of California, executed a State Water Contract agreement dated February 26, 1963 for the supply and delivery of SWP water.
- F. WHEREAS, on November 12, 1991, the SBCFCWCD and the Central Coast Water Authority ("**CCWA**"), a joint powers agency consisting of cities and special districts in Santa Barbara County, entered into an agreement whereby CCWA assumed full responsibility for all of the SBCFCWCD's obligations pursuant to the State Water Contract.
- G. WHEREAS, on March 18, 2022, in light of drought conditions throughout California, the DWR notified the parties that contract with DWR for SWP water ("State Water Contractors") that SWP deliveries would be reduced to five percent of each State Water Contractor's annual allocation of the SWP water supply for the upcoming water year. Accordingly, the State Water Contract Table A amount of 20,000 acre-feet per year contracted by Casitas MWD is reduced to available supply of 1,000 acre-feet for 2022.
- H. WHEREAS, several participants of the CCWA have a current need for water to supplement their respective annual SWP water supplies. For that purpose, CCWA seeks to purchase of

up to 250 AF of the 2022 Annual Table A Amount, as that term is defined in the State Water Contract, allocated to Casitas MWD (the “**Transfer**”).

- I. WHEREAS, the terms and conditions of the proposed Transfer are described in the 2022 Water Transfer Letter Agreement between Casitas MWD and CCWA ("Agreement"), a true and correct copy of which is attached hereto as Exhibit A.
- J. WHEREAS, in the Agreement, the CCWA has agreed to pay all costs associated with the Transfer.
- K. WHEREAS, the State Water Contract, as amended by the Water Management Amendment (“**MWA**”), allows for transfers of Annual Table A Amount. Casitas MWD has up to 250 AF of Annual Table A Amount available for transfer to CCWA in 2022.
- L. WHEREAS, the Transfer is subject to the terms and conditions of the State Water Contract, as amended by the Water Management Amendment, and requires DWR's approval. DWR's approval of the Transfer is anticipated in the form of an agreement between DWR, the VCWPD and the SBCFCWCD (“**DWR Agreement**”).
- M. WHEREAS, by email dated April 20, 2022, CCWA's Executive Director transmitted a copy of the Agreement all State Water Contractors and to the Water Transfers Committee of the State Water Contractors Association.
- N. WHEREAS, Casitas MWD is requesting the VCWPD's execution of the DWR Agreement, on behalf of Casitas MWD, pursuant to the June 23, 1970 agreement between Casitas MWD and the VCWPD.

THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2.

As required by Article 57(g) of the State Water Contract, the Ventura County Watershed Protection District finds:

- 1. The VCWPD has complied with all applicable laws.
- 2. The VCWPD has provided any required notices to public agencies and the public.
- 3. The relevant terms of the Transfer has been provided to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
- 4. The VCWPD is informed and believes that the Transfer will not harm other contractors.
- 5. The VCWPD is informed and believes that the Transfer will not adversely impact SWP operations.

6. The VCWPD is informed and believes that the Transfer will not affect its ability to make all payments, including payments when due under the State Water Contract for CCWA's share of the financing costs of the State's Central Valley Project Revenue Bonds.
7. The VCWPD has considered the potential impacts of the Transfer within its service area.

SECTION 3.

Based on the findings set forth herein, the VCWPD approves the Transfer.

SECTION 4.

Casitas MWD will be bound to the terms, conditions, and requirements of that certain agreement between the VCWPD and Casitas MWD, dated June 23, 1970, and attached hereto as Exhibit B.

SECTION 5.

The Ventura County Board of Supervisors authorizes the VCWPD Director to negotiate and execute an agreement with DWR to effectuate the Transfer between the Casitas MWD and CCWA provided such agreement with DWR is consistent with the Transfer as described herein.

SECTION 6.

This Resolution shall take effect immediately.

Upon motion of Supervisor _____, seconded by

Supervisor _____, and duly carried, the Board hereby approves

and adopts this resolution on the _____ day of July, 2022.

Chair, Board of Supervisors
County of Ventura

ATTEST:

SEVET JOHNSON

Interim Clerk of the Board of Supervisors
County of Ventura, State of California.

By: _____
Deputy Clerk of the Board

Exhibit A



March 15, 2022

Michael L. Flood, General Manager
Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

Subject: 2022 Water Transfer Agreement

Dear Mr. Flood,

This letter agreement ("Agreement") documents and confirms the agreement that has been reached between the Central Coast Water Authority, ("CCWA") and Casitas Municipal Water District ("CMWD") for a transfer of water from the State Water Project.

BACKGROUND AND PURPOSE

In Santa Barbara County, CCWA is responsible for the State Water Contract between the Santa Barbara County Flood Control and Water Conservation District (SBCFCWCD) and the Department of Water Resources (DWR). In Ventura County, a portion of the Table A Amount made available by the State Water Contract between the Ventura County Flood Control District (VCFCD) and DWR has been allocated to CMWD.

As of the date of this Agreement, the DWR has approved an allocation of water from the SWP to CCWA and CMWD of 5% of the Table A Amounts set forth in their respective State Water Project Contracts for calendar year 2022. For CCWA, that equals an allocation of 2,274 acre- feet (AF) that CCWA will receive from the SWP in 2022. CCWA's allocation for 2022 is not sufficient to satisfy CCWA's need for imported water in 2022. CMWD has surplus water available to it and has agreed to transfer up to 250 AF of CMWD's 2022 Annual Table A Amount, as that term is defined by the State Water Contract, to CCWA for delivery in 2022, subject to the terms and conditions hereinafter set forth ("Transfer").

TERMS AND CONDITIONS

Condition Precedent

DWR's written approval of the Transfer is a condition precedent to the effectiveness of this Agreement. CCWA and CMWD anticipate that DWR's approval will be provided in the form of a Change in Point of Delivery Agreement ("DWR Approval").

In the event of a conflict between the terms of this Agreement and the DWR Approval, the terms of the DWR Approval shall govern.

Water Transfer to CCWA

CMWD shall make available and CCWA shall take delivery of up to 250 AF of CMWD's Annual Table A Amount in 2022. By March 31, 2022, CMWD shall provide written notice to CCWA of the final quantity of Table A Amount to be made available to

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. 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

CCWA for delivery in 2022. Within 2 weeks of receiving written notice from CMWD of the total quantity of water made available to CCWA, CCWA shall provide notice to CMWD of the quantity of available water that CCWA would like to receive, up to the total amount made available. The Transfer will occur as provided in the DWR Approval. The point of delivery for the Transfer is Banks Pumping Plant.

Places of Use

The water delivered to CCWA in 2022 pursuant to this Agreement shall be used entirely within CCWA's service area.

Notice of Exemption

Because all of the water delivered to CCWA and to CMWD pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to effect such deliveries, CCWA and CMWD agree that the Transfer described herein constitutes a project that is exempt from CEQA pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines. Furthermore, the Transfer, which is a temporary water transfer, qualifies for a Statutory Exemption under CEQA as follows: Section 15282 (u) Temporary changes in the point of diversion, place of use, of purpose of use due to a transfer or exchange of water or water rights as set forth in Section 1729 of the Water Code.

CCWA and CMWD each shall file, in their respective counties, a Notice of Exemption for the Transfer with the applicable County Clerk/Recorder.

Pricing and Transaction Costs

CCWA shall pay CMWD a rate of \$700 for every AF of water CCWA agrees to purchase from CMWD pursuant to the Transfer; payment shall be made within 30 days of the invoice date.

Additionally, CCWA shall be responsible for the DWR variable costs for the water delivered to CCWA.

Additionally CCWA shall be responsible for any administrative or other transactional costs charged by DWR for DWR's Approval and for the preparation and processing of such other approvals as may be necessary to affect the Transfer.

Notwithstanding the foregoing, CMWD and CCWA shall each be responsible for their own transaction costs, including but not limited to legal and consulting costs incurred in the preparation, review and implementation of this Agreement, the DWR Approval, and any other documents and approvals that may be required.

Cooperation

CCWA and CMWD each agrees to cooperate with each other to request and obtain the DWR Approval of the Transfer described in this Agreement and with the processing of such other documents and approvals as may be necessary to affect the Transfer described herein.

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, CCWA and CMWD agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that CCWA and CMWD shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Authority

The undersigned representatives of CCWA and CMWD hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

Notice

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Attn: Ray A. Stokes, Executive Director

Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022
Attn: Michael L. Flood, General Manager

If acceptable, sign below acknowledging your agreement to these terms and conditions.

Sincerely,


Ray A. Stokes
Executive Director

Michael L. Flood
Page 4 of 4
March 15, 2022

CASITAS MUNICIPAL WATER DISTRICT

By: 
Michael L. Flood, General Manager

Date: March 18, 2022

extra copy

BOARD OF SUPERVISORS, VENTURA COUNTY FLOOD CONTROL DISTRICT
TUESDAY, JUNE 23, 1970, AT 9:30 O'CLOCK A. M.

Importation of Water

AUTHORIZING CHAIRMAN TO SIGN AGREEMENT
WITH VENTURA RIVER MUNICIPAL WATER DISTRICT

An agreement in quadruplicate counterparts, dated June 23, 1970 by and between the Ventura River Municipal Water District and the Ventura County Flood Control District for Allocation of State Water Plan Water

is presented to the Board, and it appearing to the Board that said agreement has been approved by the County Counsel as to form and legality, upon motion of Supervisor Bennett, seconded by Supervisor Appleton, and duly carried, it is ordered and directed that said agreement is hereby approved, that the Chairman of this Board sign said agreement for and on behalf of the County of Ventura, and the Clerk attest the same and affix thereto the Seal of the Board.

Thereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

Dated: 6/23/70 ROBERT L. HAMM, County Clerk
and acting Clerk of the Board of Supervisors.

By: *[Signature]*
Deputy County Clerk



6/23/70
VRIWD - VCFC
DEW (2)
Auditor
Files (2)
Item FC-8
6-23-70

A CONTRACT FOR ALLOCATION OF
STATE WATER PLAN WATER
BETWEEN VENTURA RIVER MUNICIPAL WATER DISTRICT
AND VENTURA COUNTY FLOOD CONTROL DISTRICT

This contract entered into by and between the Ventura County Flood Control District, hereinafter referred to as VCFCF, and Ventura River Municipal Water District, hereinafter referred to as VRMWD.

WITNESSETH:

WHEREAS, VCFCF entered into a contract with the State of California, Department of Water Resources, hereinafter referred to as STATE, on December 2, 1963, for delivery of 20,000 acre-feet of water from the State Water Project to Castaic Reservoir with the anticipation that a public water purveyor would assume the contract at a later date and fully reimburse VCFCF for all expenditures incurred in establishing and holding this entitlement; and

WHEREAS, VCFCF has funded the cost of the State Water Project entitlement through a tax since fiscal year 1963-64; and

WHEREAS, VRMWD has requested that 20,000 acre-feet of water from the State Water Project be allocated to it; and

WHEREAS, VCFCF and VRMWD desire to enter into a contract for the assumption of future costs and the reimbursement to VCFCF for VCFCF expenditures incurred in establishing and holding 20,000 acre-feet of said entitlement;

NOW, THEREFORE, in consideration for the mutual promises, covenants, and acts herein contained, the parties hereto agree as follows:

1. VCFCF hereby assigns to VRMWD the rights to 20,000 acre-feet of water from the State Water Project, which quantity represents all of VCFCF's entitlement pursuant to a contract between VCFCF and the State of California, Department of Water Resources, dated December 2, 1963. Said contract is hereby designated Exhibit A, attached hereto and by this reference made a part hereof and shall hereafter be referred to as SAID CONTRACT.

2. Time and Method of Payments:

a. Capital Cost Component (Article 29(F) of SAID CONTRACT):

(1) On or before the 10th day of each January of each year beginning with January 1971, VRMWD shall pay to

VCFCF 50 percent of the total Capital Cost Component due STATE by VCFCF under SAID CONTRACT for that year; and on or before the 10th day of each July of each such year, VRMWD shall pay to VCFCF the remaining 50 percent of the total Capital Cost Component due STATE by VCFCF under SAID CONTRACT for that year.

b. Minimum O.M.P. & R. Component (Article 29(c) and (g) of SAID CONTRACT):

(1) On or before the 10th day of each month beginning with January 1971, VRMWD shall pay VCFCF 100% of the total minimum O.M.P. & R. Component due STATE from VCFCF for that month.

c. Administrative Expenses and Audit Fees:

(1) Quarterly beginning October 1, 1970, VRMWD shall pay to VCFCF audit and administrative fee costs incurred and to be incurred by VCFCF for the previous quarter for administration of SAID CONTRACT with STATE during fiscal year 1970-71. Said obligation of VRMWD to pay said costs for fiscal year 1970-71 shall be limited to payment of said costs for said fiscal year in an amount not to exceed \$15,000.

(2) Annually beginning in April 1971 VRMWD and representatives of VCFCF will meet to establish a budget for such costs and to set policy respecting such expenditures. Qualified representatives of the parties shall review costs incurred and anticipated. VRMWD shall pay all of such costs where they are within the budget so established or where specific expenditures were approved by VRMWD's representatives in advance or ratified after the same were incurred. VRMWD's approval or ratification shall not be unreasonably withheld. VRMWD shall reimburse VCFCF for such costs quarterly.

d. Repayment to VCFCF for Capital Cost Component, O.M.P. & R. Component and Audit Fees paid by VCFCF from Fiscal Year 1963-64 through December 31, 1970:

(1) From Fiscal Year 1963-64 through December 31, 1970, VCFCF will have paid to STATE \$762,764 for Capital Cost and minimum O.M.P. & R. Components and \$77,944 for the Castaic Dam Turnout Structure (Articles 10(d) and 11(b) of SAID CONTRACT). In addition, VCFCF has paid \$11,795 for audit fees in connection with administering SAID CONTRACT.

(2) VRMWD shall pay to VCFCF 100% of the total cost of \$852,503 referred to in paragraph 2d(1) above. Payments shall be made in twenty (20) equal increments of \$62,727.17 which includes interest at the rate of four (4) percent on the actual declining balance. The first payment shall be made not later than one year

from the date of this contract, June 23, 1971,

and each of the other nineteen (19) payments shall be made not later than the 1st day of June

of the next succeeding nineteen (19) years. The table

below shows the computations of the annual payments as stated above:

| <u>Payment No.</u> | <u>Interest</u> | <u>Principal</u> | <u>Total Annual Payment</u> | <u>Balance</u> |
|--------------------|-----------------|------------------|-----------------------------|----------------|
| | | | | \$852,503.00 |
| 1 | \$34,100.12 | \$28,627.05 | \$62,727.17 | 823,875.95 |
| 2 | 32,955.04 | 29,772.13 | 62,727.17 | 794,103.82 |
| 3 | 31,764.15 | 30,963.02 | 62,727.17 | 763,140.80 |
| 4 | 30,525.63 | 32,201.54 | 62,727.17 | 730,939.26 |
| 5 | 29,237.57 | 33,489.60 | 62,727.17 | 697,449.66 |
| 6 | 27,897.99 | 34,829.18 | 62,727.17 | 662,620.48 |
| 7 | 26,504.82 | 36,222.35 | 62,727.17 | 626,398.13 |
| 8 | 25,055.93 | 37,671.24 | 62,727.17 | 588,726.89 |
| 9 | 23,549.08 | 39,178.09 | 62,727.17 | 549,548.80 |
| 10 | 21,981.95 | 40,745.22 | 62,727.17 | 508,803.58 |
| 11 | 20,352.14 | 42,375.03 | 62,727.17 | 466,428.55 |
| 12 | 18,657.14 | 44,070.03 | 62,727.17 | 422,358.52 |
| 13 | 16,894.34 | 45,832.83 | 62,727.17 | 376,525.69 |
| 14 | 15,061.03 | 47,666.14 | 62,727.17 | 328,859.55 |
| 15 | 13,154.38 | 49,572.79 | 62,727.17 | 279,286.76 |
| 16 | 11,171.47 | 51,555.70 | 62,727.17 | 227,731.06 |
| 17 | 9,109.24 | 53,617.93 | 62,727.17 | 174,113.13 |
| 18 | 6,964.53 | 55,762.64 | 62,727.17 | 118,350.49 |
| 19 | 4,734.02 | 57,993.15 | 62,727.17 | 60,357.34 |
| 20 | 2,414.29 | 60,357.34 | 62,771.63 | -0- |

(3) The payment of \$77,944 for the Castaic Dam Turnout structure referred to in paragraph 2d(1) above was based by STATE on actual contract unit bid prices and estimated quantities of materials. Upon completion by STATE of the Castaic Dam Contract and Castaic Dam Outlet Works Contract, STATE will prepare a final billing based on actual quantities of materials. If the total amount is less than \$77,944, STATE will refund the difference to VCFCD. If the total amount exceeds \$77,944, STATE will bill VCFCD for the difference.

(a) If the VCFCD receives a refund, the annual payments referred to in paragraph 2d(2), above, shall be reduced accordingly and a new table showing the computations used to determine the revised annual payments shall be provided by VCFCD.

(b) If VCFCD is required to pay STATE an additional amount, VRMWD shall pay VCFCD 100% of that amount within thirty (30) days of demand by VCFCD.

e. In addition to the adjustment referred to in paragraph 2d(3) above of this contract, STATE will redetermine and make annual adjustments in the amount of money currently due STATE from VCFCD pursuant to the provisions of Article 28 of SAID CONTRACT. VRMWD's semiannual payments to VCFCD pursuant to paragraph 2a(1) and 2b(1) of this agreement shall include and be based upon such annual adjustments made by STATE.

3. Billing and Budget Information: Not later than the end of July of each year, VCFCD shall provide the following:

- a. An invoice listing actual monthly payments for Capital Cost and Minimum O.M.P. & R. Components for the next calendar year, and
- b. A lump sum estimate of the total Capital Cost and Minimum

O.M.P. & R. Components costs to be invoiced during the next calendar year following the calendar year invoiced in (a) above. This estimate is to be used for budget purposes for next succeeding fiscal year.

4. Upon the initial delivery of State Water at Castaic Reservoir for use in Ventura County, which is presently scheduled in the year 1980, additional unit costs/acre-foot for variable O.M.P. & R. (Article 29(d) of SAID CONTRACT) and Delta Water charges (Article 29(g) of SAID CONTRACT) based on the acre-feet of water scheduled for delivery in accordance with SAID CONTRACT will be assessed to VCFCF by STATE. VRMWD shall pay to VCFCF 100% of said charges upon demand of VCFCF.

5. Assignment: No assignment or commitment of the water referred to in this contract shall be made by VRMWD to any agency outside of Ventura County without prior approval of VCFCF and STATE.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

VENTURA COUNTY FLOOD CONTROL DISTRICT

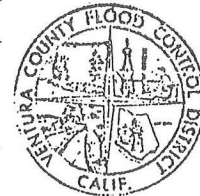
Dated: JUN 23 1970

ATTEST:

ROBERT L. HAMM, County Clerk,
County of Ventura, State of
California & Secretary of the
Ventura County Flood Control
District

By Lois E. King
Deputy Clerk

John T. Baker
Chairman, Board of Supervisors



VENTURA RIVER MUNICIPAL WATER DISTRICT

Dated: June 22, 1970

ATTEST:

George M. Purvis
Secretary-Treasurer, Ventura
River Municipal Water District

APPROVED AS TO FORM:

James D. Wells
Attorney, Ventura River
Municipal Water District

Robert B. Baker
President, Ventura River
Municipal Water District