

RESOLUTION NO. 2022-15
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CASITAS MUNICIPAL WATER 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

Recitals

- A. 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)
- B. 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 amount of 20,000 acre-feet per year ("**Table A amount**").
- C. 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.
- D. 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.
- E. 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.
- F. 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 an available supply of 1,000 acre-feet for 2022.
- G. 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**").
- H. 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**.
- I. WHEREAS, in the Agreement, the CCWA has agreed to pay all costs associated with the Transfer.

- J. 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.
- K. 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”).
- L. 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.
- M. WHEREAS, Casitas MWD will request 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 which is attached hereto as **Exhibit B**.
- N. WHEREAS, prior to DWR approving the Transfer and executing associated agreements, Casitas MWD must comply with the California Environmental Quality Act (“CEQA”). The Casitas MWD Board of Directors has considered, agrees with, and incorporates herein all of the findings made in the Notice of Exemption attached hereto as **Exhibit C**.

NOW, 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 Casitas MWD Board of Directors finds:

1. Casitas MWD has complied with all applicable laws.
2. Casitas MWD 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. Casitas MWD is informed and believes that the Transfer will not harm other contractors.
5. Casitas MWD is informed and believes that the Transfer will not adversely impact SWP operations.
6. Casitas MWD 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. Casitas MWD has considered the potential impacts of the Transfer within its service area.

SECTION 3.

Based on the findings set forth herein, the Casitas MWD Board of Directors approves the Transfer.

SECTION 4.

The Casitas MWD Board of Directors authorizes the General Manager to negotiate and make such non-substantive amendments to the Transfer as may be required to obtain DWR's approval of the Transfer.

Subject to the General Manager's determination that the DWR Agreement is consistent with the Transfer, as described in the Agreement, the Casitas MWD Board of Directors agrees to be bound by the DWR Agreement.


SECTION 5.

The Casitas MWD Board of Directors authorizes the General Manager to transmit the DWR Agreement, to the VCWPD for the VCWPD's execution and delivery of the DWR Agreement to DWR in accordance with the provisions of the June 23, 1970 agreement between the Casitas MWD and the VCWPD.

SECTION 6.

This Resolution shall take effect immediately.

I, Rebekah Vieira, Clerk of the Board of Directors of Casitas Municipal Water District certify that the foregoing Resolution No. 2022-15 was adopted by the Board of Directors of the Casitas MWD at a meeting held May 25, 2022.



Rebekah Vieira, Clerk of the Board of Directors

Exhibits:

- A Agreement for Transfer of Table A Water between Casitas MWD and CCWA
- B. Agreement between the Casitas MWD and Ventura County Watershed Protection District for the transfer of the State Water Project Contract.
- C. Notice of Exemption regarding the Casitas Municipal Water District Transfer of 2022 State Water Project Table A Water Supply to Central Coast Water Authority



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

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

(1) From Fiscal Year 1963-64 through December 31, 1970, VCFCD 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, VCFCD has paid \$11,795 for audit fees in connection with administering SAID CONTRACT.

(2) VRMWD shall pay to VCFCD 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

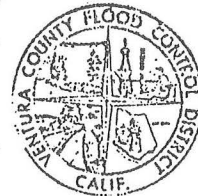
Dated: JUN 23 1970

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

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Ventura

800 South Victoria Avenue

Ventura, CA 93009

From: (Public Agency): Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

(Address)

Project Title: 2022 State Water Project Transfer of Table A Water Supply

Project Applicant: Casitas Municipal Water District

Project Location - Specific:

See Attachment

Project Location - City: See Attachment Project Location - County: See Attachment

Description of Nature, Purpose and Beneficiaries of Project:

See Attachment

Name of Public Agency Approving Project: Casitas Municipal Water District

Name of Person or Agency Carrying Out Project: See Attachment

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 1528 2(f)

Reasons why project is exempt:

See Attachment

Lead Agency

Contact Person: Michael Flood

Area Code/Telephone/Extension: 805-649-2251

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 5/27/2022 Title: General Manager

Signed by **Lead Agency**

Signed by **Applicant**

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment to the Notice of Exemption

Project Location – Specific: Within the service area of the Central Coast Water Authority. The Central Coast Water Authority (CCWA) is a public entity organized under a joint exercise of powers agreement dated August 1, 1991, by the cities and special districts responsible for the creation and maintenance of water resources in Santa Barbara County and as such was formed to construct, manage and operate Santa Barbara County's "local facilities" for distribution and treatment of State water. The water transfer will be confined to the existing State Water Project infrastructure.

Project Location – City: Within the Santa Barbara County service area of the Central Coast Water Authority

Project Location – County: Santa Barbara County.

Description of Nature, Purpose, and Beneficiaries of Project: On March 4, 2022, the Board of Directors of the Casitas Municipal Water District approved an agreement offered by the Central Coast Water Authority allowing the transfer of up to 250 Acre Feet of Casitas Municipal Water District's 2022 Table A State Water Project water supply. The purpose of the project is to augment the Central Coast Water Authority's water supplies. The beneficiaries of the project are the Casitas Municipal Water District and the Central Coast Water Authority.

Name of Person or Agency Carrying out Project: Casitas Municipal Water District, Central Coast Water Authority, and the California Department of Water Resources.

Reasons why project is exempt: The approval by the Casitas Municipal Water District Board of Directors of the term sheet effectuating the transfer of Table A State Water Project supply from the Casitas Municipal Water District to the Central Coast Water Authority is statutorily exempt from substantive CEQA review under State CEQA Guidelines section 15282(u), which exempts temporary changes in the point of diversion, place of use, or purpose of use due to a transfer or exchange of water or water rights. Here, the proposed Project involves the transfer of up to 250 Acre-Feet of Casitas Municipal Water District's 2022 Table A State Water Project water supply. The Project merely changes the place of use, and does not involve construction of any additional facilities to service the Project. As the Project involves a one-year transfer, it also satisfies the definition of "temporary change" pursuant to Water Code section 1728.