



A Special Meeting of the
**BOARD OF DIRECTORS
 OF THE
 CENTRAL COAST WATER AUTHORITY**

will be held at 11:00 a.m., on Wednesday, April 14, 2021
 via URL: <https://meetings.ringcentral.com/j/1467815746>
 or via telephone by dialing 1(623) 404-9000 and entering code 146 781 5746#

AMENDED AGENDA

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's Board meetings are conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Orders (N-25-20, N-29-20 and N-35-20), temporarily suspending portions of the Brown Act in response to the COVID-19 pandemic. Members of the Board will participate in this meeting by video call or telephone.

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

- I. Call to Order and Roll Call**
- II. CLOSED SESSION**
 - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
Agenda item 2, the Closed Session, is anticipated to take 45 minutes. The remainder of the Meeting will start no sooner than 11:45 am.
- III. Return to Open Session – Estimated time 11:45 AM**
- IV. Public Comment – (Any member of the public may address the Board relating to any matter within the Board's jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**
- V. Executive Director's Report**
 - * A. *Request for Direction re. Amendment No. 21: Water Management Amendment to the State Water Project Contract**
- VI. Reports from Board Members for Information Only**
- VII. Items for Next Regular Meeting Agenda**
 - A. CCWA FY 21/22 Budget
- VIII. Date of Next Regular Meeting: April 22, 2021**
- IX. Adjournment**

* Indicates attachment of document to original agenda packet.




CENTRAL COAST WATER AUTHORITY

MEMORANDUM

April 9, 2021

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: Amendment No. 21: Water Management Amendment to the State Water Project Contract

SUMMARY:

At its last Board Meeting, the Central Coast Water Authority (CCWA) Board of Directors (Board) directed staff to prepare a proposal for its consideration that resolves the current dispute with the Santa Barbara County Flood Control and Water Conservation District (District) regarding the Water Management Amendment (Amendment No. 21) to the State Water Contract and secures the District's execution of Amendment No. 21 before the April 29, 2021 deadline imposed by the Department of Water Resources (DWR) to participate in the amendment.

Staff has developed a proposal that consists of two proposed agreements, both of which are offered for the Board's consideration:

1. Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract (Agreement re Amendment 21 and Assignment)

This agreement would commit CCWA to imposing certain conditions on the Board's approval of any proposed sale of a CCWA Participant's "Table A Allocation" (and any acquired "Suspended Table A" water) out-of-the county. In return, the District would commit to: (a) expedite execution of Amendment No. 21, (b) expedite its processing and execution of any proposed transfers and exchanges in the future, and (c) formally consider CCWA's request for assignment of the State Water Contract.

2. *Revised* Assignment, Assumption, And Release Agreement Regarding State Water Supply Contract For Santa Barbara County (Revised Assignment Agreement)

As would be required by the proposed Agreement re Amendment 21 and Assignment (above), CCWA would propose additional consideration for the District's assignment of the State Water Contract to fully reimburse the District for all of the costs it paid to DWR to retain the State Water Contract until the Participants and CCWA became fully responsible.

Staff requests the Board's further direction. Does the Board wish to (1) continue its objection to the District's proposed conditions on Amendment No. 21, (2) adopt staff's proposal by approving the proposed agreements (described above), or (3) take some other action?

BACKGROUND:

On October 26, 2017, the Board approved assignment of the State Water Contract from the District to CCWA and approved a proposed “Assignment, Assumption and Release Agreement.”

On October 23, 2019, the Board approved a revision to the Assignment Agreement to include a District Right of First Refusal to purchase any Participant’s Table A Allocation proposed for permanent out-of-county sale.

On October 22, 2020, the Board approved Amendment No. 21 to the State Water Contract and on October 28, 2020, requested the District’s execution of it.

In its January 26, 2021 and March 2, 2021 Agenda Letters, and in numerous correspondence to CCWA staff, District staff proposed numerous conditions on its execution of Amendment No. 21, including a “revenue sharing agreement” and a prohibition on all out-of-county transfers. At its February and March meetings, the District’s Board of Directors deferred consideration of Amendment No. 21 citing numerous concerns with out-of-county sales.

By letters January 28, 2021 and February 18, 2021, CCWA objected to any District conditions on Amendment No. 21. On February 17, 2021, CCWA adopted Resolution No. 2021-01 adopting a Right of First Refusal Rule for all proposed out-of-county sales.

On March 22, 2021, District staff notified CCWA staff that CCWA should make a proposal to the District.

From: Fayram, Tom [<mailto:TFayram@cosbpw.net>]
Sent: Monday, March 22, 2021 4:24 PM
To: Ray Stokes <RAS@ccwa.com>; Frapwell, Jeff <JFrapwell@countyofsb.org>; Young, Matthew <mcyoung@cosbpw.net>; McGolpin, Scott <McGolpin@cosbpw.net>
Cc: Hartley, Johannah <jhartley@co.santa-barbara.ca.us>
Subject: RE: Summary of Phone Call on March 5, 2021

Hello Ray –

At this point, we believe the most productive approach is for you to seek terms that;

- Your Board would be agreeable to,
- That addresses our Board’s concerns; and
- Bring that back to our team.

We understand your Board meets Thursday, and we are attempting to return to our Board on April 20th with something we can agree on. To that end, action by CCWA is time is of the essence to propose something to us that satisfies the principles we have discussed.

We look forward to hearing from you.

Thank you

Thomas D. Fayram

At the March 25, 2021 Meeting, the Board directed staff to develop a proposal to secure the District’s execution of Amendment No. 21.

To date, the District has not considered assignment of the State Water Contract and the Assignment Agreement, and has not executed Amendment No. 21.

By its terms, the deadline for executing Amendment No. 21 is April 29, 2021.

DISCUSSION:

A. CCWA Staff Proposal:

As noted in the Summary above, staff's proposal for resolving the current dispute with the District and securing the District's execution of Amendment No. 21 would include CCWA's agreement to impose certain conditions on its approval of any out-of-county sales of "Table A Water," in return for: (a) the District execution of Amendment No. 21, (b) the District formal consideration of the assignment of the State Water Contract to CCWA.

The key terms of the proposed agreements are:

Revised Assignment Agreement

- In addition to CCWA's agreement to reimburse the District for any amount that may be reimbursed by DWR in the event CCWA re-acquires some or all of the Suspended Table A (Section 5(b)), CCWA would also agree to reimburse the District for all costs it paid to DWR for the period 1964 to 1985 that are attributable to the Amended Table A (45,486 AFY). This reimbursement would be paid in 10 annual installments beginning in 2023 and the money would be used to support development of additional local water supplies, to respond to climate change and to promote environmental justice by ensuring affordable water supplies.
- The provision (previously approved by the Board) that would grant to the District a right of first refusal to purchase any Participant's "Table A Allocation" before it would be permanently sold outside the county would be deleted from the Assignment Agreement. (But see Agreement re. Amendment 21, Section 3.2.)

Agreement re. Amendment 21

- Consistent with CCWA's Resolution No. 2021-01 adopting a First Right of Refusal Rule, as a condition of CCWA's approval of any proposed non-permanent out-of-county sale of "Table A Water" (a Participant's Table A Allocation and any Suspended Table A they may purchase), CCWA would require the selling Participant to first offer the water to the other Participants. The cost of the water would be the lesser of the selling Participant's "Actual Costs" (which include all of the Participant's fixed and O&M costs, or the cost offered by a non-Participant. (Sections 1.1 and 3.1.2.) CCWA would also agree to require the selling Participant to certify that the proposed sale would not impair its critical water supply needs in the current year or the next calendar year. (Section 3.1.3.)
- The agreement would also include a District right of first refusal (formerly included in the proposed Assignment Agreement) for permanent out-of-county sales. (Section 3.2.)
- The District would be required to execute Amendment No. 21, without conditions, by April 28, 2021. (Section 2.1.1.)
- The District would agree that any proposed transfers or exchanges, whether pursuant to Amendment No. 21 or otherwise, are within CCWA's rights to review and consider, and not the District's. (Section 2.1.2.) Provided that CCWA approval of an out-of-county sale satisfies the requirements above (Sections 3.1 and 3.2), the District would expedite its execution of any documents required by DWR to effectuate the transaction.

- Within 90 days, the District would consider – approve or reject – assignment of the State Water Contract and the proposed Revised Assignment Agreement. (Section 2.1.3.)
- The agreement would make clear that it is entered into for purposes of resolving a dispute, is not precedential, and that both Parties retain all of their rights, claims and objections. (Section 4.)

B. Response to District Concerns:

The District’s proposed conditions on Amendment No. 21 have changed several times since first proposed in January, 2021. To the extent understood, the District’s concerns are listed in the table below. As illustrated, staff’s proposal would address many (but not all) of the District’s concerns.

District Concern	CCWA Obligations	
	Agreement re. Amendment No. 21 and Assignment Agreement	Revised Assignment Agreement
All out-of-county sales should be prohibited	Not addressed	Not addressed
District should be “reimbursed” for the \$ it paid to retain the State Water Contract from 1963 to 1986		District would be reimbursed for 100% of all \$ paid by the District (collected from county tax payers) associated with the State Water Contract. Proposed agreement provides: 1. Following the effective date of the Assignment Agreement, CCWA will reimburse the District for its payments attributable to the Amended Table A (45,486 AFY) in 10 annual installment payments 2. In the event CCWA purchases some/all of the Suspended Table A, the District will be reimbursed for all of the costs it paid to DWR to retain that water prior to the time the water was relinquished back to DWR
Participants should not be permitted to sell water out of the county until after they have developed local water supplies in an equivalent amount		CCWA’s 10 annual payments (above) would be earmarked to support development of additional local water supplies, to respond to climate change and to promote environmental justice by ensuring affordable water supplies
Participants should not be permitted to sell water that is needed to meet their demands	Participants would be required to certify to CCWA that the proposed sale will not impair the Participant’s ability to meet the critical water supply needs of its	

District Concern	CCWA Obligations	
	constituents in the current or next calendar year	
Participants should not profit from water sales	Consistent with CCWA's Resolution 2021-01, Participants would be required to offer any sales first to other Participants. Cost to be the lesser of the Participants' actual costs or the out-of-county offer.	
SWP water should not be used to support new development or certain other uses (golf courses, oil development, etc.)	Not addressed	Not addressed

BOARD OPTIONS:

Staff requests the Board's direction. The Board may wish to consider the following options:

A. No Action / Continue Objection

Continue to object to any District conditions on execution of Amendment No. 21 and authorize the Chair, with assistance of staff, to notify the District's Board of Directors of CCWA's continued objections and CCWA's request for immediate execution of Amendment No. 21 without conditions.

B. Approve Staff's Proposal

Approve staff's proposal as follows:

1. Approve the proposed revisions to the proposed Assignment Agreement, specifically as reflected in the proposed *Revised* Assignment Agreement (**Attachment A**) and authorize the Chair, with assistance from staff and CCWA counsel, to negotiate any non-substantive changes as may be required to secure the District's agreement.
2. Approve the proposed "Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract" (**Attachment B**) and authorize the Chair, with assistance from staff and CCWA counsel, to negotiate any non-substantive changes as may be required to secure the District's agreement.
3. Authorize the Chair to transmit the approved proposed agreements to the District's Board of Directors with the stated intention of offering the proposed agreements for the purpose of resolving the current dispute and securing the immediate execution of Amendment No. 21.

C. Other

The Board may elect to direct staff and CCWA counsel to develop an alternative proposal or take some other action.

CEQA COMPLIANCE:

None of the options presented above are subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment).

ATTACHMENTS:

- A. DRAFT *Revised* "Assignment, Assumption, And Release Agreement Regarding State Water Supply Contract For Santa Barbara County"
- B. DRAFT "Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract"

Attachment 1

**AGREEMENT REGARDING
WATER MANAGEMENT AMENDMENT (AMENDMENT NO. 21)
TO THE STATE WATER CONTRACT
AND
ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT
OF THE STATE WATER CONTRACT**

This **AGREEMENT** (the “**Agreement**”) is made by and between the Santa Barbara County Flood Control and Water Conservation District (the “**District**”) and the Central Coast Water Authority (the “**Authority**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions. This Agreement is effective as of [REDACTED], 2021, which is the last date of signature by all Parties hereto (the “**Effective Date**”).

RECITALS

A. As of February 23, 1963, the District entered into a Water Supply Contract with the Department of Water Resources (“**DWR**”) with respect to the delivery of 57,700 acre feet per year of water from the State Water Project (“**SWP**”) to Santa Barbara County (the “**State Water Contract**”). Said quantity of water is set forth in “**Table A**” to the State Water Contract and is therefore referred to as the “**Table A Amount**.” As permitted by Article 45(e) of the State Water Contract, the District elected to delay construction of the facilities that would be required to permit delivery of the Table A Amount.

B. In 1981, the District and DWR executed Amendment No. 9 to the State Water Contract whereby the District agreed to reduce its Table A Amount to 45,486 acre feet per year (“**Amended Table A Amount**”). The balance of the Table A Amount, which is 12,214 acre feet per year, is referred to as the “**Suspended Table A Amount**.”

C. On various dates between 1985 and 1988, the District entered into a series of agreements, each called a “**Water Supply Retention Agreement**,” with various cities, water districts, and other retailers, and end users of water. Under each Water Supply Retention Agreement, the District assigned a specified portion of the Amended Table A Amount to the contracting party.

D. In August 1991, the Authority was formed by eight public agencies (“**Members**”), each of which was a party to a Water Supply Retention Agreement with the District. Thereafter, the Authority entered into a series of agreements, each called a “**Water Supply Agreement**,” with each Member and several additional parties who also were parties to a Water Supply Retention Agreement. The Members and other parties who are parties to a Water Supply Agreement with the Authority are each commonly referred to as a “**Participant**” and collectively as the “**Participants**.” Pursuant to the Water Supply Agreements, each Participant assigned its rights under its Water Supply Retention Agreement with the District to the Authority, in return for the delivery of a portion of the Amended Table A Amount (the Participant’s “**Table A Allocation**”) by the Authority to the Participant.

E. On November 12, 1991, the Authority and the District entered into a “**Transfer of Financial Responsibility Agreement**” under which the Authority agreed, *inter alia*, to accept responsibility for all financial obligations of the District under the State Water Contract, on behalf of the Participants. As provided in the Transfer of Financial Responsibility Agreement, since at least 1991, the District and Authority have contemplated full assignment of the State Water Contract from the District to the Authority.

F. On June 30, 1993, the District entered into an assignment agreement with the Authority assigning to the Authority all of the remaining 250 acre feet per year of Amended Table A Amount. Through this assignment, coupled with the Water Supply Retention Agreements, the District assigned the entirety of the Amended Table A Amount to the Authority and the Participants. The District does not deliver water to end users in Santa Barbara County or have any other role in the delivery of water from the State Water Project.

G. In August 1997, the Authority completed construction and permanently fixed the size and delivery capability of the transportation and treatment system by which water under the State Water Contract is delivered to the Participants. The Authority and the Participants took on the entire financial obligation to construct the facilities necessary to transport Table A Water to the service areas of the Participants, without contribution from the District. In 1997, the Authority began water deliveries to the Participants.

H. To effectuate the intention expressed in the Transfer of Financial Responsibility Agreement, in October 2017, the Authority adopted Resolution 2017-04 agreeing to accept assignment of the State Water Contract and approved a proposed “Assignment, Assumption, and Release Agreement Regarding State Water Supply Contract for Santa Barbara County” (“**Assignment Agreement**”). In September 2018, DWR notified the District that it would approve full assignment of the State Water Contract from the District to the Authority subject to approval by the District. The Authority has formally requested the District’s consideration of assignment and the Assignment Agreement on numerous occasions.

I. From time to time since it was first executed in 1963, the State Water Contract has been amended. Since the Parties entered into the Transfer of Financial Responsibility Agreement in 1991, six amendments (Amendments Nos. 14-19) to the State Water Contract have been executed. Additionally, Amendment No. 20 has been approved by the District for execution.

J. On February 14, 2020, the Authority published a Notice of Preparation of an Environmental Impact pursuant to the California Environmental Quality Act (“**CEQA**”) for the Authority’s proposed reacquisition of the Suspended Table A Amount on behalf of one or more of the Participants. In the event the Authority reacquires the Suspended Table A Amount, or any portion of it, one or more Participants may elect to contract with the Authority for the right to delivery of a portion of the Suspended Table A amount reacquired.

K. On or about September 4, 2020, DWR presented “**Water Management Amendment**” to the Authority and the other 28 public water agencies which contract with DWR for the delivery of State Water Project water (“**Contractors**”). By its terms, the Water Management Amendment became effective on February 28, 2021 and the deadline to execute the Water Management

Amendment is April 29, 2021. The Water Management Amendment supplements and clarifies the provisions of the State Water Contract related to transfers and exchanges of water within the State Water Project service area to improve water management capabilities and options. The Water Management Amendment creates numerous benefits for the Participants and their ratepayers, and thus for all of Santa Barbara County, including by: creating new tools and enhanced flexibility to respond to changes in hydrology and increasing constraints on DWR's operation of the State Water Project; increasing certainty for water managers by clarifying existing practices and providing rules for implementing transfers and exchanges; ensuring transparency of transfers and exchanges and avoidance of harm; and potentially increasing opportunities for and benefits associated with conjunctive management of surface and groundwater supplies in the state.

L. The Authority's Board of Directors considered and approved the Water Management Amendment at its October 22, 2020 meeting and also made responsible agency findings pursuant to CEQA and adopted CEQA Findings and a Statement of Overriding Considerations in Resolution No. 2021-01.

M. As directed by Resolution No. 2020-01, on October 28, 2020, the Authority's Executive Director transmitted the Water Management Amendment to the District and requested the District's execution of the Water Management Amendment pursuant to the Transfer of Responsibility Agreement.

N. In its January 26, 2021 Agenda Letter, the District proposed certain conditions of the District's execution of the Water Management Amendment, including a requirement that the Authority execute a proposed "revenue sharing and water sales agreement" with the District for all transfers and exchanges of water out of the County of Santa Barbara.

O. By letter January 28, 2021, the Authority objected to any District conditions, declined to execute a proposed "revenue sharing and water sales agreement" with the District and requested that the District execute the Water Management Amendment without conditions or continue the matter until March 2021.

P. On February 2, 2021, the District's Board of Directors continued consideration of the Water Management Amendment to its March 2, 2021 meeting.

Q. By letter dated February 17, 2021, District staff notified the Authority that it would recommend to the District's Board of Directors that all out-of-county transfers be prohibited.

R. At the Authority's February 17, 2021 Board of Directors meeting, the Authority adopted Resolution 2021-01 adopting a "Right of First Refusal Rule," which, when effective, requires Participants to offer any proposed out-of-county transfer first to other Participants on the same terms and conditions. By letter dated February 18, 2021, the Authority transmitted Resolution 2021-01 to the District, restated the Authority's objections to any District conditions on the Water Management Amendment and again requested that the District execute the Water Management Amendment without conditions.

S. In its March 2, 2021 Agenda Letter, District staff recommended rejecting the Water Management Amendment because the Authority had not addressed the District's concerns about out-of-county transfers and returning to the Board of Directors at a future date if mutually agreeable terms can be reached related to the Water Management Amendment.

T. On March 2, 2021 the District Board of Directors tabled its consideration of the Water Management Amendment pending further negotiations with the Authority.

U. On April 14, 2021, at a special meeting of the Authority's Board of Directors, the Board of Directors approved certain revisions to the proposed Assignment Agreement ("**Revised Assignment Agreement**") to provide for the Authority's reimbursement of the District for the payments that the District made to DWR from 1964 to the year 1985 attributable to the Amended Table A Amount.

V. The Parties now desire to resolve their dispute with respect to the Water Management Amendment and to provide for the District's execution of the Water Management Amendment and the District's consideration of the *Revised* Assignment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Agreement by this reference, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** In addition to the terms defined in the recitals above, the following terms shall have the following definitions:

1.1 "**Actual Cost**" means the sum of the total Authority and DWR fixed, capital and variable costs paid by a Participant to the Authority since 1991 divided by the total number of acre-feet delivered to the Participant since 1997. The Authority will calculate each Participant's Actual Cost on an annual basis.

1.2 "**Exchange**" has the same meaning as used in the State Water Contract, as amended, and includes any exchange of Table A Water or Other Water as may be permitted by the State Water Contract.

1.3 "**Non-Participant**" means any party that is not a Participant.

1.4 "**Other Water**" means any water of any origin or kind, including but not limited to any interruptible water (commonly referred to as "Article 21 Water"), any "Article 56 Carryover Water," as that term is defined in the State Water Contract, as amended, and any water stored in a groundwater storage program outside of the County of Santa Barbara that may be permitted by DWR to be moved through the SWP and that is not Table A Water.

1.5 “**Participant**” means any party that is a party to a Water Supply Agreement with the Authority.

1.6 “**Permanent Transfer**” has the same meaning as used in the State Water Contract, as amended, and includes any permanent purchase or sale of Table A Water or Other Water as may be permitted by the State Water Contract.

1.7 “**Transfer**” has the same meaning as used in the State Water Contract, as amended, and includes any non-permanent purchase or sale of Table A Water or Other Water as may be permitted by the State Water Contract.

1.8 “**Table A Water**” includes “Table A Allocation,” as that term is defined in each Participant’s Water Supply Agreement with CCWA, and any Suspended Table A Amount that the Participant may purchase.

2. **Obligations of the Parties.** The following sets forth the respective obligations of each Party with respect to this Agreement.

2.1 **District Obligations**

2.1.1 **Execution of The Water Management Amendment.** The District shall execute the Water Management Amendment, without conditions of any kind, and deliver the executed Water Management Amendment to DWR on or before April 28, 2021. The District shall provide the Authority with notice of its performance of this Section 2.1.1.

2.1.2 **Execution of Requested Agreements and Other Documents Required to Effectuate Transfers and Exchanges and Permanent Transfers**

(a) The District acknowledges and agrees that the Authority’s review and consideration of any proposed Transfer or Exchange with any Non-Participant and any proposed Permanent Transfer with any Non-Participant is within the Authority’s rights pursuant to the Transfer of Financial Responsibility Agreement, the Water Supply Agreements and the Water Supply Retention Agreements. Accordingly, the District agrees that the Authority’s approval, approval with conditions, or rejection of any such proposed Transfer or Exchange or Permanent Transfer shall be final and not subject to further review or consideration by the District; *provided* that the Authority’s consideration of any proposed Transfer that involves the sale of a Participant’s Table A Water out of the County of Santa Barbara has complied with the terms and conditions set forth in Section 3.1 below and the Authority’s consideration of any proposed Permanent Transfer that involves the sale of a Participant’s Table A Water out of the County of Santa Barbara has complied with the terms and conditions set forth in Section 3.2 below.

(b) Within seven (7) calendar days of the District’s receipt of the Authority’s written request for the District’s execution of any documents or agreements that may be required by DWR to effectuate a Transfer, Exchange or Permanent Transfer, together with the Authority’s agreement to assume all responsibility for such Transfer, Exchange or Permanent

Transfer, in accordance with the Transfer of Financial Responsibility Agreement, in the form attached hereto as **Exhibit A** and any applicable documentation of the Authority's compliance with CEQA (collectively, "**Transfer Documents**"), the District shall execute any such Transfer Documents and deliver them to DWR and the Authority.

2.1.3 **Consideration of Assignment of State Water Contract to Authority.**

The District acknowledges and agrees that assignment of the State Water Contract to the Authority would satisfy Section 9 of the Transfer of Financial Responsibility Agreement, which requires the Authority and the District to use their best efforts to negotiate a single integrated agreement incorporating all elements of the Transfer of Financial Responsibility Agreement, Water Supply Retention Agreements, and the Water Supply Agreements. Therefore, within ninety (90) days of the Effective Date of this Agreement, the District agrees to place on the Santa Barbara County Board of Supervisors agenda the Authority's request for assignment of the State Water Contract and to consider, either by approving or rejecting, the *Revised* Assignment Agreement, a true and correct copy of which is attached as **Exhibit B** and incorporated herein by this reference. The District further agrees to provide the Authority with 14 days advance notice of the District's meeting at which the Authority's request for assignment and the *Revised* Assignment Agreement will be considered.

2.1.4 **Time is of the Essence.** The District acknowledges and agrees that "time is of the essence" for each of its obligations specified in Sections 2.1.1 and 2.1.2 of this Agreement and that failure to timely and in good faith perform each obligation will result in immediate and irreparable damage to the Authority and constitute a material breach of this Agreement. The Authority may commence any action to enforce any obligations of the District specified in Sections 2.1.1 and 2.1.2 to secure specific performance of said obligation, or to recover damages of any kind arising out of a breach of this Agreement, including the Authority's costs and reasonable attorneys' fees expended or incurred to enforce the District's performance of its obligations herein.

3. **Authority Obligations**

3.1 **Consider All Proposed Transfers and Exchanges To Non-Participants.**

Subject to all applicable laws, the Authority, in its sole and absolute discretion and without the District's consent, may approve, approve with conditions, or reject any proposed Transfer or Exchange with a Non-Participant; *provided that* the Authority's approval of any proposed Transfer that involves the sale of a Participant's Table A Water out of the County of Santa Barbara shall be contingent upon a finding by the Authority that such sale satisfies each and all of the following:

3.1.1 The proposed sale is permitted by the State Water Contract, as it may be amended from time to time, including but not limited to the Water Management Amendment.

3.1.2 The Participant proposing the sale ("**Seller Participant**") has first offered the Table A Water proposed to be sold to all other Participants on a pro rata basis on the same terms and conditions ("**Right of First Refusal**"). If a Participant elects to exercise the Right of First Refusal, the total cost per acre-foot of the Table A Water shall be the lesser of: (1) the total

cost per acre-foot offered by any Non-Participant, or (2) the Seller Participant's total Actual Cost per acre-foot. In the event the Seller Participant contributed cash for its respective share of any Authority capital project(s), instead of participating in the Authority's financing of such capital project(s), at the time the sale is proposed, the Authority will compute a "cost of capital" for purposes of the Actual Cost calculation required by this Section 3.1.2.

3.1.3 The Participant has certified to the Authority that the proposed sale will not impair the Participant's ability to meet the critical water supply needs of its constituents in the current or next calendar year.

3.2 **Consider All Proposed Permanent Transfers to Non-Participants.** Subject to all applicable laws, the Authority, in its sole and absolute discretion and without the District's consent, may approve, approve with conditions, or reject any Participant's proposed Permanent Transfer to any Non-Participant; *provided that* the Authority's approval of any proposed Permanent Transfer that involves the sale or other disposition of all or any portion of the Participant's Table A Water outside the county of Santa Barbara shall be subject to a right of first refusal by the District to purchase such Table A Water on the same terms and conditions ("**District's Right of First Refusal**"). For clarity, the District's Right of First Refusal pursuant to this Agreement shall be secondary and subordinate to the right of first refusal held by each Participant pursuant to the provision of each Participant's Water Supply Agreement that provides for the "Sale or Other Disposition of Project Allotment."

4. **No Precedential Value and Reservation of Parties' Rights, Claims, Objections and Objections.** The Parties agree that this Agreement and the performance of the obligations herein are for the sole purpose of resolving the Parties' dispute and this Agreement is entered into with the Parties' specific understanding that it is without any precedential value. It is not intended to be, nor shall it be, construed as an interpretation of any preexisting agreement, expectation, or requirement, and shall not be used as evidence (or in any other manner) of the Parties' rights or obligations. The Parties further agree that nothing in this Agreement and no action taken or statement made by either Party during the performance of its obligations set forth in this Agreement will serve to impair or diminish that Party's claims, objections or contentions with respect to the Parties rights and obligations pursuant to the Water Management Amendment, and the State Water Contract, the Transfer of Financial Responsibility Agreement, the Water Supply Agreements all the Water Supply Retention Agreements, all as they may be amended from time to time.

5. **Cooperation; Attorney's Fees and Costs.** In the event of any dispute, claim, action, suit, proceeding, loss, cost, fine, penalty, expense, or challenge (collectively "**Challenge**") to this Agreement, the Parties agree to cooperatively defend this Agreement in good faith. The Parties further agree to bear their own attorney's fees and costs in defending against such Challenge.

6. **Termination.** This Agreement shall remain in effect unless and until terminated by the written agreement of both Parties, or the State Water Contract is assigned to the Authority, whichever is sooner. However, in the event this Agreement is terminated by reason of the District's assignment of the State Water Contract to the Authority, the Authority's obligations pursuant to Section 3 of this Agreement shall survive.

7. General Provisions

7.1 **Authorization.** Each signatory represents and warrants that he or she has the appropriate authorization to enter into this Agreement on behalf of the Party for whom he or she signs.

7.2 **Construction and Interpretation.** The Parties agree and acknowledge that the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. The captions and headings of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

7.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. An electronic copy of this Agreement and any electronic signatures (provided the same are ascribed using a secure and reputable electronic signature technology such as DocuSign) and pdf signatures hereon shall be considered for all purposes as an original, and the Parties agree to deliver counterparts of this Agreement containing original signatures as soon as possible.

7.4 **Entire Agreement and Amendment.** This Agreement is the entire understanding of the Parties in respect of the subject matter hereof. There are no other promises, representations, agreements or warranties by either of the Parties. This Agreement may only be amended by a writing signed by both Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

7.5 **Further Cooperation.** Each Party shall perform any further acts and to execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement. Except as expressly stated otherwise in this Agreement, actions required of the Parties or any of them will not be unreasonably withheld or delayed, and approval or disapproval will be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time. Time will be of the essence of actions required of any of the Parties.

7.6 **Governing Law and Jurisdiction.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

7.7 **Notices.** All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by U.S. first class mail, postage prepaid, or

electronic mail followed by written notice sent by U.S. mail and addressed to the Parties as follows:

Santa Barbara County Flood Control and
Water Conservation District
[NAME]
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019
[TEL.]
[EMAIL]

Central Coast Water Authority
Ray Stokes, Executive Director
255 Industrial Way
Buellton, CA 93427-9565
Tel: (805) 697-5214
ras@ccwa.com

7.8 **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term or condition of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel or waiver by any Party to that term or condition.

— Signatures follow on next page —

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: _____

By: _____

Michael C. Ghizzoni, County Counsel

Date: _____

CENTRAL COAST WATER AUTHORITY

APPROVED AS TO FORM:

By: _____

By: _____

Ray Stokes, Executive Director

Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP

Date: _____

EXHIBITS:

- A:** Form Indemnification Agreement
- B:** *Revised* Assignment, Assumption, and Release Agreement Regarding State Water Supply Contract for Santa Barbara County

Attachment 2

ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT
REGARDING STATE WATER SUPPLY CONTRACT
FOR SANTA BARBARA COUNTY

This **ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT** (the “**Agreement**”) is made by and between the Santa Barbara County Flood Control and Water Conservation District (the “**District**”), the Central Coast Water Authority (the “**Authority**”), and the California Department of Water Resources (~~the~~ “**DWR**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions. This Agreement is effective as of _____, ~~2020~~2021, which is the last date of signature by all Parties hereto (the “**Effective Date**”).

RECITALS

A. As of February 23, 1963, the District entered into a Water Supply Contract with ~~the~~ DWR (the “**State Water Supply Contract**”) with respect to the delivery of 57,700 acre feet per year of water from the State Water Project to Santa Barbara County. Said quantity of water is set forth in “**Table A**” to the State Water Supply Contract and is therefore referred to as the “**Table A Allocation Amount**.” As permitted by Article 45(e) of the State Water Supply Contract, the District elected to delay construction of the facilities that would be required to permit delivery of the Table A ~~Allocation Amount~~.

B. In 1981, the District and ~~the~~ DWR executed Amendment No. 9 to the State Water Supply Contract whereby the District agreed to reduce its Table A ~~Allocation Amount~~ to 45,486 acre feet per year (“**Amended Table A Allocation Amount**”). The balance of the Table A ~~Allocation Amount~~, which is 12,214 acre feet per year, is referred to as the “**Suspended Table A Allocation Amount**.”

C. On various dates between 1985 and 1988, the District entered into a series of agreements, each called a “**Water Supply Retention Agreement**,” with various cities, water districts, and other retailers and end users of water (~~the~~each, a “**Participant(s)**” and collectively, the “Participants”). Under each Water Supply Retention Agreement, the District assigned a specified portion of the Amended Table A ~~Allocation Amount~~ to the Participant.

D. In August 1991, the Authority was formed by eight public agencies (each, a “Member” and collectively, “Members”), each of whom was a Participant. The Authority entered into a series of agreements, each called a “**Water Supply Agreement**,” with each Member and several additional Participants. Each of the Water Supply Agreements included a provision that the rights held by each Participant under its Water Supply Retention Agreement with the District was assigned to the Authority, in return for the delivery of that water (the Participant’s “Table A Allocation”) by the Authority to the Participant. Each of the remaining

Participants elected not to participate further and assigned its respective rights under its Water Supply Retention Agreement with the District to the Authority.

E. On November 12, 1991, the Authority and the District entered into a “**Transfer of Financial Responsibility Agreement**” under which the Authority agreed, *inter alia*, to accept responsibility for all financial obligations of the District under the State Water Supply Contract.

F. In August 1997, the Authority completed construction and permanently fixed the size and delivery capability of the transportation and treatment system by which water under the State Water Supply Contract would be delivered to those Participants having entered into Water Supply Agreements with the Authority.

G. In August 1997, the first delivery of water to Santa Barbara County pursuant to the State Water Supply Contract was made.

H. Since the formation of the Authority and in connection with the Authority’s ownership and operation of the transportation and treatment system connecting the State Water Project to Santa Barbara County, it has been the intention of the Authority and the District that the Authority receive all rights, and assume all of the District’s obligations, under the State Water Supply Contract, and that the District be released from all such obligations. The Parties desire to enter into this Agreement to effectuate such assignment, assumption, and release.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Agreement by this reference, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.** ~~Effective as of the Effective Date of this Agreement, the~~The District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District’s rights, title, and interest in, to, and under the State Water Supply Contract (including, but not limited to, the District’s rights to delivery of the Table A ~~Allocation Amount~~, inclusive of the Suspended Table A ~~Allocation Amount~~), along with all liabilities and obligations of the District arising from or under the State Water Supply Contract. This assignment is absolute and presently effective.

2. **Assumption.** ~~Effective as of the Effective Date of this Agreement, the~~The Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District’s liabilities and obligations arising from or under the State Water Supply Contract, including any and all obligations to make payments, indemnifications or reimbursements thereunder, and agrees to be bound by and to keep, perform and observe the terms, covenants and conditions ~~of~~placed on the District under the State Water Supply Contract. The Authority agrees to be bound by said State Water Supply Contract to the

same extent as if it had been an original party to said instrument and accepts and agrees to perform all of the District's obligations therein.

3. **Authority Indemnification and Release.** The Authority ~~hereby~~ releases and forever acquits, discharges and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses, or disbursements of any kind (including attorneys' fees and costs) which may at any time on or after the Effective Date be imposed on, incurred by, or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or arising out of the State Water Supply Contract, except to the extent caused by the District's gross negligence or willful misconduct.

4. **DWR Consent and Release.** DWR ~~hereby~~ consents to the assignment, transfer, and assumption described ~~herein~~ in this Agreement, and releases the District from all liabilities and obligations arising from or under the State Water Supply Contract. DWR shall hold the Authority responsible for all liabilities and obligations of the District arising from or under the State Water Supply Contract to the same extent as if the Authority had been an original party to said instrument.

~~5. **Right of First Refusal Regarding Permanent Out-Of-County Sale.** If at any time following the Effective Date of this Agreement, a Participant proposes to sell or otherwise dispose of all or any portion of its Project Allotment (as that term is defined in the Participant's Water Supply Agreement), such that such Project Allotment ("Sale Allotment") will no longer be delivered to end users within the County of Santa Barbara County ("Permanent Out-of-County Sale"), the Authority's approval of such Permanent Out-of-County Sale as required by the Participant's Water Supply Agreement shall be subject to a right of first refusal by the District to take delivery of such Sale Allotment on the same terms and conditions ("District's Right of First Refusal"). For clarity, the District's Right of First Refusal shall be secondary and subordinate to the right of first refusal held by each Participant pursuant to the provision of each Participant's Water Supply Agreement that provides for the "Sale or Other Disposition of Project Allotment."~~ **Reimbursement**

~~6. **Reimbursement.**~~

a. **Amended Table A Amount.** The Authority agrees to reimburse the District in an amount equal to the following: the sum total of actual Transportation Capital Costs, Transportation Minimum OMP&R and the Delta Water Charges, as those terms are defined in the State Water Supply Contract, that the District paid to DWR during the period in which the District was fully responsible for the State Water Supply Contract, but not including costs attributable to the Amended Table A Amount. The actual costs attributable to the Amended Table A Amount paid by the District for the calendar year 1964 to the year 1985 is \$ [REDACTED], as set forth in the schedule attached as Exhibit A to this Agreement, which is incorporated herein by this reference. The Authority's reimbursement pursuant to this Section 5a shall be made payable

to the District and shall be made in nine annual installments of \$ [REDACTED] per year commencing with calendar year 2023, with the remainder (\$ [REDACTED]) to be paid in the tenth calendar year, and with each installment payment to be delivered to the District on or before December 31st of each year; provided however that the Authority may elect to make any and all payments required by this Section 5a sooner. Funds reimbursed by the Authority pursuant to this Section 5a may be used only for “Permissible Purposes.” Permissible Purposes are limited to: (i) ensuring the long-term resilience of the water supply within Santa Barbara County, (ii) climate change adaptation or mitigation, and (iii) programs or projects aimed at ensuring a safe, affordable water supply for disadvantaged communities. The District shall implement necessary accounting or fund segregation mechanisms to ensure compliance with this Section.

b. ~~a. Reacquisition of~~ Suspended Table A Allocation Amount. If at any time following the Effective Date of this Agreement, the Authority reacquires the Suspended Table A Allocation Amount, the Authority shall reimburse the District for an amount equivalent to the amount the District otherwise would have been entitled to pursuant to Article 45(j) of the State Water Supply Contract. If the Authority elects to reacquire only a portion of the Suspended Table A Allocation Amount, then the reimbursement shall be for a corresponding proportionate share of the overpayment, as provided in Article 45(j). Subject to all laws, including but not limited to the California Environmental Quality Act, the Authority shall make all reasonable best efforts to consider and analyze reacquisition of the Suspended Table A Allocation Amount within a reasonable period of time following the Effective Date. If at any time following the Effective Date of this Agreement, the Authority elects not to purchase all or a portion of the Suspended Table A Allocation Amount (the Suspended Table A Allocation Amount not reacquired being the “Excess Table A Allocation Amount”), and DWR reimburses the Authority for all or a portion of the overpayment attributable to the Excess Table A Allocation Amount pursuant to Article 45(j), the Authority shall deliver such reimbursement to the District.

~~b. — Permanent Out-of-County Sale. If at any time following the Effective Date of this Agreement, a Permanent Out-of-County Sale is completed, the Authority shall reimburse the District in an amount equivalent to the portion of the actual Transportation Capital Costs, Transportation Minimum OMP&R and the Delta Water Charges, as those terms are defined in the State Water Supply Contract, that bears the same ratio as the Sale Allotment bears to the Table A Allocation for the period in which the District was fully responsible for the State Water Supply Contract. As determined in the calendar year 2019 DWR Statement of Charges, the actual costs paid by the District for the calendar year 1964 to the year 1985 total \$8,922,919, as set forth in the schedule attached as Exhibit A to this Agreement, which is incorporated by this reference.~~

6. ~~7. Governing Law and Jurisdiction.~~ The validity and interpretation of this Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

7. ~~8.~~ **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term or condition of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel or waiver by any Party to that term or condition.

8. ~~9.~~ **Counterparts.** The Parties may execute this Agreement in ~~counterpart~~counterparts. The Parties agree to accept facsimile or PDF signatures as original signatures.

9. ~~10.~~ **Authorization.** Each signatory represents and warrants that he or she has the appropriate authorization to enter into this Agreement on behalf of the Party for whom he or she signs.

10. ~~11.~~ **Other Agreements and Term Sheet.**

a. **Transfer of Financial Responsibility Agreement.** Upon the Effective Date of this Agreement, the Transfer of Financial Responsibility Agreement shall automatically terminate and this Agreement shall supersede all provisions of the Transfer of Financial Responsibility Agreement.

b. **Water Supply Retention Agreements.**

(i) **Assignment and Assumption.** Effective as of the Effective Date of this Agreement, the District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District's rights, title, and interest in, to and under all the existing Water Supply Retention Agreements, along with all liabilities and obligations of the District arising from or under the Water Supply Retention Agreements. The Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District's liabilities and obligations arising from or under the Water Supply Retention Agreements, including any and all obligations to make payments, indemnifications, or reimbursements thereunder, and agrees to be bound by and to keep, perform, and observe the terms, covenants, and conditions ~~of~~placed on the District under the Water Supply Retention Agreements. The Authority agrees to be bound by the Water Supply Retention Agreements to the same extent as if it had been an original party to said instruments and accepts and agrees to perform all of the District's obligations therein.

(ii) **Release and Indemnification.** The Authority hereby releases and forever acquits, discharges, and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses, or disbursements of any kind (including attorneys' fees and costs), which may at any time on or after the Effective Date be imposed on, incurred by or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or

arising out of the Water Supply Retention Agreements, except to the extent caused by the District's gross negligence or willful misconduct.

c. **Term Sheet Regarding Reacquisition of Table A Water.** Upon the Effective Date of this Agreement, the Term Sheet Regarding Reacquisition of Table A Water approved by the District on or about December 13, 2016 ("**Term Sheet**") shall automatically terminate and this Agreement shall supersede all provisions of the Term Sheet.

11. ~~12.~~ **Notices.** All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by U.S. first class mail, postage prepaid, or electronic mail followed by written notice sent by U.S. mail and addressed to the Parties as follows:

Santa Barbara County Flood Control and Water Conservation District

~~Fray Crease, Water Agency Manager~~ **[NAME]**

130 East Victoria Street, Suite 200

Santa Barbara, CA 93101-2019

Tel: (805) ~~568-3542~~ 568-3440

~~fcrease@cosbpw.net~~

[EMAIL]

Central Coast Water Authority

Ray Stokes, Executive Director

255 Industrial Way

Buellton, CA 93427-9565

Tel: (805) 697-5214

ras@ccwa.com

California Department of Water Resources

[ADD CONTACT]

12. ~~13.~~ **Construction and Interpretation.** The Parties agree and acknowledge that the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

13. ~~14.~~ **Entire Agreement and Amendment.** This Agreement is the entire understanding of the Parties in respect of the subject matter hereof. There are no other promises, representations, agreements or warranties by any of the Parties. This Agreement may only be

amended by a writing signed by all of the Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

– Signatures Follow on Next Page –

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: _____
~~Fray Crease, Water Agency Manager~~

By: _____
Michael C. Ghizzoni, County Counsel

Date: _____

CENTRAL COAST WATER AUTHORITY

APPROVED AS TO FORM:

By: _____
Ray Stokes, Executive Director

By: _____
Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP

Date: _____

**CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

APPROVED AS TO FORM:

By: _____
Karla Nemeth, Director

By: _____
Spencer Kenner, Chief Counsel

Date: _____

EXHIBIT A: Schedule of costs paid by District from 1964 to 1985

DRAFT

Document comparison by Workshare 10.0 on Friday, April 9, 2021 12:07:28 PM

Input:	
Document 1 ID	iManage://dm.bhfs.com/ACTIVE/19913964/11
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Document 2 ID	file://C:\Users\MEldridge\AppData\Roaming\iManage\Work\Recent\Central Coast Water Authority - Assignment_Release of DWR_SBCFCWCD Contr (036910-0132)\CCWA Assignment Agreement re State Water Contract (REVISED A(22508785.3).doc
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Rendering set	Standard no moves

Legend:	
Insertion	
Deletion	
Moved from	
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Style change	
Format change	
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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	52
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Moved to	0
Style changes	0

Format changes	0
Total changes	100