

**MEMORANDUM OF UNDERSTANDING
REGARDING PILOT PROGRAM BETWEEN
CASTAIC LAKE WATER AGENCY AND
CASITAS MUNICIPAL WATER DISTRICT,
THE CITY OF SAN BUENAVENTURA AND
UNITED WATER CONSERVATION DISTRICT
USE OF FLEXIBLE STORAGE ACCOUNT, CASTAIC LAKE**

This Memorandum of Understanding is entered into between Casitas Municipal Water District, City of San Buenaventura, and United Water Conservation District, collectively referred to as "Ventura Entities" and Castaic Lake Water Agency (referred to herein as "CLWA") with an effective date of December 1, 2005, and with reference to the following:

WHEREAS, CLWA desires to take steps to improve its water supply reliability for the benefit of its constituents in the Santa Clarita Valley and to meet dry-year water supply demands from its customers; and

WHEREAS, CLWA and Ventura County each possess a Flexible Storage Account in Castaic Lake, the terminal reservoir of the State Water Project, which accounts were created in 1995 pursuant to an amendment to CLWA's and the Ventura Entities' Water Supply Contracts with the California Department of Water Resources concerning the State Water Project. Such amendment allows the Ventura Entities to store a portion of their contractual Table A Amounts in Castaic Lake; and

WHEREAS, the Ventura Entities will be able to benefit from their Flexible Storage Account by allowing CLWA to utilize said account for storage of CLWA Table A Amount on a year-to-year basis in consideration for the payment of money; and

WHEREAS, the Ventura Entities desire to enter into this Memorandum of Understanding with CLWA on the terms and conditions set forth below; and

IN CONSIDERATION OF THE payment of money and the mutual promises of the parties hereto, it is agreed as follows:

- I. Castaic Lake Water Agency and the Ventura Entities hereby establish a pilot program to allow CLWA to use the Ventura Entities Flexible Storage Account of 1,376 acre-feet as described in Article 54 of Amendment Number 12 to the "County of Ventura Water Supply Contract", which is incorporated herein by reference and made a part hereof on the following terms and conditions:
 - A. CLWA will provide written notice to the Ventura Entities on or before December 1 of each calendar year of its desire to use the Ventura Entities Flexible Storage Account for the following calendar year. When CLWA uses the account, it will utilize the entire 1,376 acre-feet of available storage. The Ventura Entities shall respond to CLWA in written response by December 31 of each such calendar year in their sole and absolute

discretion whether such request to use the Flexible Storage Account is acceptable during the following year. Contacting the Ventura Entities with such a request and coordination of response shall be the responsibility of Casitas Municipal Water District ("Casitas" herein).

- B. If such use is acceptable, CLWA agrees to pay a charge of \$11.00 per acre-foot for the entire 1,376 acre feet of storage capacity of the Ventura Entities Flexible Storage Account ("Use Charge"), payable within thirty (30) days of the Ventura Entities' acceptance. Said charge will be paid to Casitas on behalf of all the Ventura Entities by January 31 of the year following the acceptance by the Ventura Entities. CLWA shall deliver the Use Charge to Casitas. Casitas shall allocate or transmit such payment to the three Ventura Entities, such under the terms defined in the (1) "Contract for Allocation of State Water Plan Water Between Ventura River Municipal Water District and United Water Conservation District" and (2) "A Contract for Allocation of State Water Plan Water Between Casitas Municipal Water District and City of San Buenaventura."
 - C. CLWA shall provide an accounting of the amount of water used from or repaid to the Flexible Storage Account to the Department of Water Resources State Water Project Analysis Office and the Ventura Entities by October 1 of each calendar year in which the Flexible Storage Account has been used by CLWA. All terms and conditions of the Flexible Storage Account under Article 54 of Amendment Number 12 assigned to the "County of Ventura Water Supply Contract" shall be assumed and undertaken by CLWA in years when it has used the Account.
- II. The term of this Memorandum shall be for period of ten (10) years from December 1, 2005, unless either party informs the other of its intent to cancel this Memorandum by giving one (1) year's notice in writing.

III. MISCELLANEOUS.

- A. Notices shall be in writing to each of the parties as follows:

Ventura Entities
% Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
ATTN: General Manager

Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
ATTN: General Manager

Dated: 10/12/05

VENTURA ENTITIES:

CASITAS MUNICIPAL WATER DISTRICT

By [Signature]

Dated: 9/19/2005

CITY OF SAN BUENAVENTURA

By [Signature]

Dated: 9/14/05

UNITED WATER CONSERVATION DISTRICT

By [Signature]

Dated: 10/17/05

CASTAIC LAKE WATER AGENCY

By [Signature]
mrc

APPROVED AS TO FORM BY:

[Signature]
CASITAS MUNICIPAL WATER DISTRICT

[Signature]
CITY OF SAN BUENAVENTURA

[Signature]
UNITED WATER CONSERVATION DISTRICT

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR USE OF
FLEXIBLE STORAGE ACCOUNT**

This FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR USE OF FLEXIBLE STORAGE ACCOUNT ("First Amendment") is entered into on ~~June~~^{Dec.} 1, 2015 ("Effective Date"), by and between the Castaic Lake Water Agency ("CLWA") and the Casitas Municipal Water District, City of San Buenaventura, and United Water Conservation District, (collectively referred to as the "Ventura Entities").

RECITALS

- A. CLWA and the Ventura Entities entered into a Memorandum of Understanding effective December 1, 2005 regarding the use by the Agency of the Ventura Entities' Flexible Storage Account in Castaic Lake ("Memorandum").
- B. The term of the Memorandum is ten years and expires on December 1, 2015.
- C. CLWA and the Ventura Entities desire to extend the term of the Memorandum an additional ten years, as well as increase the per acre-foot storage capacity charge from \$11 to \$13.

TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Memorandum as follows:

- 1. Section I(B) is amended in its entirety to read as follows:

"If such use is acceptable, CLWA agrees to pay a charge of \$13.00 per acre-foot for the entire 1,376 acre-feet of storage capacity of the Ventura Entities Flexible Storage Account ("Use Charge"), payable within thirty (30) days of the Ventura Entities' acceptance. Said charge will be paid to Casitas on behalf of all the Ventura Entities by January 31 of the year following the acceptance by the Ventura Entities. CLWA shall deliver the Use Charge to Casitas. Casitas shall allocate or transmit such payment to the three Ventura Entities, such under the terms defined in the (1) "Contract for Allocation of State Water Plan Water Between Ventura River Municipal Water District and United Water Conservation District" and (2) "A Contract for Allocation of State Water Plan Water Between Casitas Municipal Water District and City of San Buenaventura."

- 2. Section II is amended in its entirety to read as follows:

"The term of this Memorandum shall begin on December 1, 2005 and terminate on December 1, 2025, unless either party informs the other of its intent to cancel this Memorandum by giving one (1) year's notice in writing."

3. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Memorandum remain in full force and effect. From and after the date of this First Amendment, whenever the term "Memorandum" appears in the Agreement, it shall mean the Memorandum as amended by this First Amendment.

CLWA and the Ventura Entities have each caused this First Amendment to be executed by its duly authorized representative as of the date set forth below the authorized signature.

VENTURA ENTITIES:

Dated: 11-12-15

CASITAS MUNICIPAL WATER DISTRICT

By 

Dated: _____

CITY OF SAN BUENAVENTURA

By _____

Dated: _____

UNITED WATER CONSERVATION DISTRICT

By _____

Dated: _____

CASTAIC LAKE WATER AGENCY

By _____

APPROVED AS TO FORM BY:

CASTAIC LAKE WATER AGENCY

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VENTURA ENTITIES:

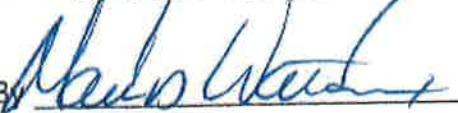
Dated: _____

CASITAS MUNICIPAL WATER DISTRICT

By _____

Dated: November 2, 2015

CITY OF SAN BUENAVENTURA

By 

Mark D. Watkins
City Manager

Dated: _____

UNITED WATER CONSERVATION DISTRICT

By _____

Dated: _____

CASTAIC LAKE WATER AGENCY

By _____


APPROVED AS TO FORM BY:

CASTAIC LAKE WATER AGENCY

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APPROVED AS TO FORM:



GREGORY G. DIAZ
City Attorney

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VENTURA ENTITIES:

Dated: _____

CASITAS MUNICIPAL WATER DISTRICT

By _____

Dated: _____

CITY OF SAN BUENAVENTURA

By _____

Dated: 01 DECEMBER 2015

UNITED WATER CONSERVATION DISTRICT

By  FOR MEG

Dated: _____

CASTAIC LAKE WATER AGENCY

By _____

APPROVED AS TO FORM BY:

CASTAIC LAKE WATER AGENCY

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VENTURA ENTITIES:

Dated: _____

CASITAS MUNICIPAL WATER DISTRICT

By _____

Dated: _____

CITY OF SAN BUENAVENTURA

By _____

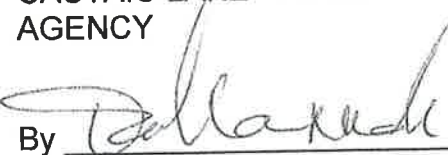
Dated: _____

UNITED WATER CONSERVATION DISTRICT

By _____

Dated: 12/1/15

CASTAIC LAKE WATER AGENCY

By 

Handwritten initials

APPROVED AS TO FORM BY:

CASTAIC LAKE WATER AGENCY