

NOTICE AND CALL OF SPECIAL MEETING

Notice is hereby given that I, Jerry Gladbach, President, of the Devil's Den Water District, hereby call a **SPECIAL MEETING of the Board of Directors of the Devil's Den Water District.**

Said SPECIAL MEETING of the Board to be held on:

**TUESDAY, APRIL 17, 2018 AT 7:00 PM
OR IMMEDIATELY FOLLOWING
THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
SANTA CLARITA VALLEY WATER AGENCY
AT THE
SANTA CLARITA VALLEY WATER AGENCY
Rio Vista Water Treatment Plant
Boardroom
27234 Bouquet Canyon Road
Santa Clarita, CA 91350**

**DEVIL'S DEN
WATER DISTRICT**
BOARD OF DIRECTORS
PRESIDENT
E.G. "JERRY" GLADBACH
VICE PRESIDENT
WILLIAM C. COOPER
EDWARD A. COLLEY
ROBERT J. DIPRIMO
R. J. KELLY
GENERAL MANAGER
MATTHEW G. STONE
GENERAL COUNSEL
BEST BEST & KRIEGER, LLP
SECRETARY
APRIL JACOBS

Enclosed with and as part of this Notice and Call is an agenda for the meeting.

Signed: 
Jerry Gladbach

Date: 4-11-18

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SPECIAL AGENDA

**MEETING OF THE
BOARD OF DIRECTORS OF THE
DEVIL'S DEN WATER DISTRICT
Santa Clarita Valley Water Agency Boardroom
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Tuesday, April 17, 2018 at 7:00 PM
or Immediately Following the Regular Meeting
of the Santa Clarita Valley Water Agency
Board of Directors**

**DEVIL'S DEN
WATER DISTRICT
BOARD OF DIRECTORS**

1. REGULAR PROCEDURES

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Public Comments – Members of the public may comment as to items not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so now or prior to each item as they arise. Please complete and return a comment request form to the Agency Secretary. (Comments may, at the discretion of the Board's presiding officer, be limited to three minutes for each speaker.)
- 1.4 Acceptance of the Agenda

PRESIDENT
E.G. "JERRY" GLADBACH

VICE PRESIDENT
WILLIAM C. COOPER

EDWARD A. COLLEY
ROBERT J. DIPRIMIO
R. J. KELLY

GENERAL MANAGER
MATTHEW G. STONE

GENERAL COUNSEL
BEST BEST, KRIEGER, LLP.

2. GENERAL AGENDA ITEMS

- 2.1. * Approve Minutes of November 20, 2017 Special Board Meeting
- 2.2. * Approve a Resolution Authorizing the Execution and Delivery of an Amended Joint Powers Agreement between the Santa Clarita Valley Water Agency and Devil's Den Water District
- 2.3. * Approve Procedure for Participation in Kern County LAFCO Elections
- 2.4. * Approve Receiving and Filing of the Second Quarter FY 2017/18 Investment Report

SECRETARY
APRIL JACOBS

3. ADJOURNMENT

* Indicates attachment

NOTICES

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

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 for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on April 11, 2018.

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DRAFT

ITEM NO.
2.1

Minutes of the Special Meeting of the Board of Directors of the Devil's Den Water District Board
– November 20, 2017

The special meeting of the Board of Directors of the Devil's Den Water District Board was held at Castaic Lake Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, at 9:42 PM on Monday, November 20, 2017 in the Board Room. A copy of the Agenda is inserted in the Minute Book of the District preceding these minutes.

DIRECTORS PRESENT: Directors Ed Colley, William Cooper, Robert DiPrimio, Jerry Gladbach and R. J. Kelly were in attendance.

DIRECTORS ABSENT: None.

Also present: Matthew Stone, General Manager; Joseph Byrne, General Counsel; April Jacobs, Board Secretary; Valerie Pryor, CLWA Assistant General Manager; Beverly Johnson, Treasurer; and members of the public.

President Gladbach called the meeting to order at 9:42 PM. A quorum was present.

Upon motion of Director Colley, seconded by Director DiPrimio and carried, the Agenda was approved by the following voice votes (Item 1.4):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director Colley, seconded by Director Kelly and carried, the November 9, 2016 Annual Board meeting minutes were approved by the following voice votes (Item 2.1):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director DiPrimio, seconded by Director Colley and carried, the Board approved Resolution No. 17-01 appointing Beverly Johnson as the Treasurer for the Devil's Den Water District by the following voice votes (Item 2.2):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

RESOLUTION NO. 17-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DEVIL'S DEN WATER DISTRICT
FOR THE APPOINTMENT OF TREASURER**

WHEREAS, it is beneficial for the Devil's Den Water District to, by resolution, appoint individuals to the officer of Treasurer of the District; and

WHEREAS, Beverly Johnson is well qualified to hold the office of Treasurer.

NOW, THEREFORE, BE IT RESOLVED that Beverly Johnson is hereby appointed by the required resolution to hold the office of Treasurer of the District.

Upon motion of Director Kelly, seconded by Vice President Cooper and carried, the Board approved Resolution No. 17-02 establishing Banking Authority with Wells Fargo and (2) Resolution No. 17-03 authorizing investment of funds in the Local Agency Investment Fund by the following voice votes (Item 2.3):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

RESOLUTION NO. 17-02

RESOLUTION OF THE DEVIL'S DEN WATER DISTRICT ESTABLISHING BANKING AUTHORITY WITH WELLS FARGO

WHEREAS, the Devil's Den Water District (the "District"), wishes to enter into a banking relationship with Wells Fargo Bank; and

WHEREAS, said Bank requests that the District define District officials authorized to make withdrawals from and perform other business details concerning said account; and

WHEREAS, consistent with the terms of this resolution, the District's Board finds it to be in the District's best interest to establish authorized District officials to participate in the above banking relationships.

NOW, THEREFORE BE IT RESOLVED that *Valerie L. Pryor*, Assistant General Manager and *Beverly Johnson*, Treasurer, are authorized to sign or countersign withdrawal orders, and Wells Fargo is authorized to honor and pay all withdrawal orders – including those drawn to the order of the Assistant General Manager and Treasurer signed in the manner required by this resolution.

RESOLVED FURTHER that *Valerie L. Pryor*, Assistant General Manager or *Beverly Johnson*, Treasurer, is authorized to order withdrawals from said account up to a maximum of \$50,000 per order on his or her signature only, and either said Assistant General Manager or Treasurer is authorized to order withdrawals from said accounts exceeding the sum of \$50,000 but not exceeding \$1,000,000 per order on his or her signature when the order is countersigned by one of the authorized signatures of the Assistant General Manager or Treasurer; and

RESOLVED FURTHER that *Valerie L. Pryor*, Assistant General Manager or *Beverly Johnson*, Treasurer, is authorized to order withdrawals from the account without limit when countersigned by one of the authorized signatures of the Assistant General Manager or the Treasurer; and

RESOLVED FURTHER that any and all of the foregoing two named District Officers are hereby authorized to execute on behalf of the District all Bank forms and agreements which, in their absolute discretion, are consistent with this resolution.

RESOLUTION NO. 17-03

**RESOLUTION OF THE DEVIL'S DEN WATER DISTRICT
ESTABLISHING BANKING AUTHORITY
IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein as in the best interests of the Devil's Den Water District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby authorize the deposit and withdrawal of Devil's Den Water District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein, and certification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Devil's Den Water District officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Valerie L. Pryor
Assistant General Manager

Beverly Johnson
Administrative Services Manager/Treasurer

Upon motion of Director Kelly, seconded by Director DiPrimio and carried, the Board received and filed the Devil's Den Water District Fiscal Year 2016/17 Annual Financial Report and the Auditor's Management Report by the following voice votes (Item 2.4):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director DiPrimio, seconded by Director Kelly and carried, the Board received and filed the Devil's Den Water District First, Second, Third and Fourth Quarter Fiscal Year 2016/17 Investment Reports by the following voice votes (Item 2.5):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director Colley, seconded by Director Kelly and carried, the Board received and filed the Devil's Den Water District First Quarter Fiscal Year 2017/18 Investment Report by the following voice votes (Item 2.6):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director DiPrimio, seconded by Director Colley and carried, the Board approved President Gladbach as the voting delegate for the Devil's Den Water District at the 2017 ACWA Fall Conference by the following voice votes (Item 2.7):

President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

Upon motion of Director Kelly, seconded by Director Colley and carried, the meeting was adjourned at 10:01 PM by the following voice votes (Item 3):

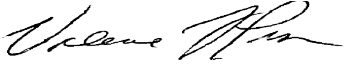
President Gladbach	Yes	Vice President Cooper	Yes
Director Colley	Yes	Director DiPrimio	Yes
Director Kelly	Yes		

April Jacobs, Board Secretary

ATTEST:

President

DEVIL'S DEN WATER DISTRICT

Date: April 4, 2018
To: Devil's Den Water District Board of Directors
From: Valerie Pryor 
Subject: Approve a Resolution Authorizing the Execution and Delivery of an Amended Joint Powers Agreement between the Santa Clarita Valley Water Agency and Devil's Den Water District

SUMMARY AND DISCUSSION

On May 25, 2011, the Board of Directors approved Resolution No. 11-03 approving an Agreement to form the Upper Santa Clara Valley Joint Powers Authority (Authority) with the Castaic Lake Water Agency (CLWA) that would allow CLWA to issue revenue bonds. The Santa Clarita Valley Water Agency (SCV Water) is the successor Agency to CLWA so it would be appropriate to amend the Agreement to reflect this change. Staff also recommends the governing Board of the Authority be changed to provide two members appointed by the Devil's Den Water District (District) and three members appointed by SCV Water.

The attached proposed agreement is a joint exercise of powers agreement between the District and the Agency to form the Authority. The proposed Authority would take the standard form of a Joint Powers Agreement authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

The basic structure of the Authority is as follows:

- The Authority is a public entity separate from the District and SCV Water.
- The governing Board would have two members appointed by the District and three members appointed by SCV Water.
- The officers of the Authority would be the President, Vice-President, Secretary, Executive Director and Treasurer.
- The term would be indefinite, but could be terminated by the District or SCV Water.
- The Authority would undergo bi-annual fiscal audits and would prepare quarterly financial reports.

RECOMMENDATION

That the Devil's Den Water District Board of Directors approve the attached resolution authorizing the execution and delivery of an amended joint exercise of powers agreement between the Santa Clarita Water Agency and the Devil's Den Water District.

VLP

Attachments

MGS

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RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEVIL'S DEN WATER DISTRICT
AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS
AGREEMENT BY AND BETWEEN THE SANTA CLARITA VALLEY WATER AGENCY AND
DEVIL'S DEN WATER DISTRICT AND APPROVING CERTAIN MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the Devil's Den Water District (District), acting pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Section 6588 of the Government Code of the State of California, to exercise certain additional powers; and

WHEREAS, the Board of Directors (Board) of the District determined that it is in the best interest of the District to establish the Upper Santa Clara Valley Joint Powers Authority (the "Authority") and adopted Resolution No. 11-03 on May 26, 2011 to this effect; and

WHEREAS, there has been presented at this meeting an amended and restated Joint Exercise of Powers Agreement (Agreement), by and between the District and the Santa Clarita Valley Water Agency; and

WHEREAS, under California law and the Agreement, the Authority will be a public entity separate and apart from the parties to the Agreement, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the Agency or any representative of the Agency serving on the governing body of the Authority; and

NOW, THEREFORE, the Board of Directors of the Devil's Den Water District hereby finds, determines, declares and resolves as follows:

Section 1. The Agreement, in substantially the form on file with the Secretary of the Board, is hereby approved, subject to final approval as to form by the District's General Counsel and the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Special Counsel"). The President and Secretary of the Board are hereby authorized and directed to execute and deliver such Agreement with such changes, insertions and omissions as may be approved by Special Counsel, said District officers' execution being conclusive evidence of such approval.

Section 2. The Board hereby re-appoints the President of the Board and Director Jerry Gladbach to serve on the Board of Directors of the Authority in accordance with the terms of the Agreement.

Section 3. The President and the Secretary of the Board, the General Manager, the Treasurer and such other officers of the District are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, which they may deem necessary or advisable in order to consummate the establishment of the Authority and the entry into of the Agreement and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

Section 4. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement unless the context otherwise clearly requires.

Section 5. This Resolution shall take effect immediately.

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

by and between

SANTA CLARITA VALLEY WATER AGENCY

and

DEVILS DEN WATER DISTRICT

creating the

UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY

dated as of

April 1, 2018

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of April 1, 2018, by and between the SANTA CLARITA VALLEY WATER AGENCY (the “Agency”), a public agency duly organized and existing under and by virtue of the laws of the State of California, and DEVILS DEN WATER DISTRICT (the “District”), a California water district, duly organized and existing under the laws of the State of California.

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the Agency and the District to create a joint exercise of powers entity which has the power to exercise any powers common to the Agency and the District and to exercise additional powers granted to it under the Act. This Agreement creates such an entity, which shall be known as the Upper Santa Clara Valley Joint Powers Authority for the purposes and to exercise the powers described herein.

B. Article 4 of the Act (known as the “Marks-Roos Local Bond Pooling Act of 1985,” Government Code Section 6584 *et seq.*) authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the Agency or the District for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Agency or the District. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Act

The term “Act” shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (6500 *et seq.*), as amended.

Agency

The term “Agency” shall mean Santa Clarita Valley Water Agency, a public agency duly organized and existing under and by virtue of the laws of the State of California.

Agreement

The term “Agreement” shall mean this Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

Authority

The term “Authority” shall mean the Upper Santa Clara Valley Joint Powers Authority created by this Agreement.

Board; Board of Directors

The term “Board” or “Board of Directors” shall mean the governing board of the Authority.

Bonds

The term “Bonds” shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

Brown Act

The term “Brown Act” shall mean the Government Code provisions beginning at Section 54950 *et seq.* governing the notice and agenda requirements for meetings of government agencies in the State of California and any later amendments, revisions, or successor enactments.

District

The term “District” shall mean Devils Den Water District, a California water district, duly organized and existing under and by virtue of the laws of the State of California.

Indenture

The term “Indenture” shall mean each indenture, trust agreement or other such instrument pursuant to which Bonds are issued.

Member

The term “Member” or “Members” shall mean the Agency and/or the District, as appropriate.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of exercising any power common to the Agency and the District as permitted under the Act, including, the financing and refinancing of capital improvement projects of the Agency or the District and to finance working capital for the Agency or the District by exercising the powers referred to in this Agreement. In accordance with Section 6502 of the Act, it shall not be necessary that any power common to the Members be exercisable by each Member with respect to the geographic area in which such power is to be jointly exercised.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the District and the Agency; provided, however, that in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any Indenture, contract, agreement, lease, sublease, operating agreement or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

A. Creation of the Authority. There is hereby created pursuant to the Act an authority and public entity to be known as the “Upper Santa Clara Valley Joint Powers Authority.” As provided in the Act, the Authority shall be a public entity separate from the Agency and the District.

The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Agency or the District.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Treasurer of the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State of California.

B. Governing Board. In accordance with Section 6506 of the Act, the Authority shall be administered by the Board which shall consist of three members representing the Agency and two members appointed by the District.

The members representing the Agency shall automatically be the President of the Agency and each Vice President of the Agency; provided however if the Agency shall have only one Vice President, the third member representing the Agency shall be a member of the Board of Directors of the Agency appointed by resolution of the Board of Directors of the Agency. The appointed Agency director shall serve at the pleasure of the Board of Directors of the Agency and may be removed at any time, with or without cause, at the sole discretion of the board of directors of the Agency.

The members representing the District shall be designated and appointed by motion or by resolution of the board of directors of the District and need not be members of the board of directors of the District.

Each director representing the District shall hold office until a successor is selected by resolution of the District board of directors. Directors shall serve at the pleasure of the board of directors of the District and may be removed at any time, with or without cause, in the sole discretion of the board of directors of the District. Such members need not be members of the Board of Directors of the District.

The members of the Board shall not be entitled to reimbursement for any expenses actually incurred in connection with serving as a member of the Board. The members of the Board shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member of the Board, provided, however, that the same shall not exceed the reimbursable amounts set by the District for expenses as the same may be established and/or revised from time to time.

C. Meetings of Board.

(1) Time and Place. The Board shall hold its regular meetings as set forth in the By-Laws of the Authority adopted by the Board (the "By-Laws"). The Board may suspend the holding of regular meetings so long as there is no need for Authority business, and provided that any action taken regarding the sale of bonds shall occur by Resolution placed on a noticed and posted meeting agenda consistent with the requirements for regular meetings under the Brown Act. At all times, each regular meeting of the Authority shall take place pursuant to a 72 hour notice and agenda requirement or as otherwise provided by the Brown Act. The Authority Board may hold special meetings at any time and from time to time in accordance with the Brown Act.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Agency and the District.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties; Bonds.

(1) The Officers of the Authority shall be the President, Vice President, Secretary, Executive Director and Treasurer. The officers of the Authority shall be the persons specified in the By-Laws and shall have the powers vested in them pursuant to such By-Laws and such other powers as may be granted by the Board from time to time by resolution. Such officers may be directors or officers of the Agency or the District serving ex officio. [Notwithstanding the foregoing, the President shall be a director representing the Agency.

(2) In accordance with Section 6505.1 of the Act, the Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond if so required by the Board of the Authority in accordance with the By-Laws.

(3) So long as required by Section 6505 and Section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act no less frequently than once in every two-year period during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the Agency and the District which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee of other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority unless said officers are otherwise compensated in accordance with Section 4.B. or as employees of the District or the Agency. The Agency will provide administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services, except as may be agreed to by the Authority.

(5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent legal counsel, consultants and accountants.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4.A and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Agency or the District, and they do not intend by the following portions of this subsection (8) to impair this provision.

To the extent that liability is imposed or a claim is made on the Agency, for any reason whatsoever notwithstanding Section 4.A and the Act, directly or indirectly arising out of a transaction or series of transactions undertaken by or for the benefit of the District in connection with the activities of the Authority, the District shall indemnify, defend and hold harmless the Agency and each of the Agency's officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or in connection with the activities of the Authority. The Agency may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the District. The Authority and the District shall be jointly and severally liable for any indemnity obligation owed to the Agency. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, the District shall not have any right to contribution from the Authority.

To the extent that liability is imposed or a claim is made on the District, for any reason whatsoever notwithstanding Section 4.A and the Act, directly or indirectly arising out of a transaction or series of transactions undertaken by or for the benefit of the Agency in connection with the activities of the Authority, the Agency shall indemnify, defend and hold harmless the District and each of the District's officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or in connection with the activities of the Authority. The District may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the Agency. The Authority and the Agency shall be jointly and severally liable for any indemnity obligation owed to the District. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, the Agency shall not have any right to contribution from the Authority.

(9) In any event, the Authority shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(10) In accordance with Section 6506 of the Act, either Member may provide all or a portion of the services under the Agreement to the Authority.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Agency and the District, including but not limited to the powers set forth in, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the District.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2012.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the Agency, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Agency and the District for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Agency or the District, as the case may be, and the Authority at the time of making such advance as provided by 6512.1 of the Act. It is mutually understood and agreed that neither the Agency nor the District has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The Agency or the District may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Bonds.

A. Authority To Issue Bonds. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board.

B. Bonds Limited Obligations. The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of

the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public Authority thereof, including the Agency and the District, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State of California or any public authority thereof, including the Agency and the District, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State of California or any public authority or instrumentality thereof, including the Agency and the District, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority, in his or her individual capacity and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement Not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Agency and the District, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each agreement, including each Indenture for outstanding Bonds (to the extent such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Agency and District and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section.

A. Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act; which may consist of an independent audit of the Authority or may consist of an independent audit of the Agency if the Authority is determined to be a component unit of the Agency. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

B. Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to Subsection A of this Section 12 as

required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law.

Section 15. Breach. If default shall be made by the Agency or the District in any covenant contained in this Agreement, such default shall not excuse either the Agency or the District from fulfilling its obligations under this Agreement and the Agency or the District shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The Agency or the District hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the Agency or the District hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 17. Withdrawal. Neither the Agency nor the District may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Agency and the District when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly adopted by the board of directors of the Agency, and, in the case of the District, by resolution duly adopted by the board of directors of the District, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer or employee of the Authority, the District or the Agency shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Agency and the District shall defend such members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the fullest extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or Authority. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to the District hereunder shall be sufficient if delivered to the Treasurer of the District, and notices to the Agency hereunder shall be sufficient if delivered to the General Manager of the Agency.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by the Agency or the District, such action may be exercised through the officers, staff or employees of the Agency or the District, as the case may be, in the manner provided by law.

The section and subsection headings herein are for convenience only and are not to be construed as modifying or governing the language in the section or subsection referred to.

This Agreement is made in the State of California, under the Constitution and laws of the State of California and is to be construed as a contract made and to be performed in the State of California.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals,

understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

SANTA CLARITA VALLEY WATER AGENCY

By _____
President of the Board of Directors

Attest:

Secretary of the Board of Directors

DEVILS DEN WATER DISTRICT


By _____
President of the Board of Directors

Attest:

Secretary of the Board of Directors

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DEVIL'S DEN WATER DISTRICT

Date: April 9, 2018
To: Devil's Den Water District Board of Directors
From: Matthew G. Stone 
General Manager
Subject: Approve Procedure for Participation in Kern County LAFCO Elections

SUMMARY AND DISCUSSION

As a special district in Kern County, Devil's Den Water District periodically participates in the election of the special district representative or alternate to the Kern County Local Agency Formation Commission. Attached is the current LAFCO election ballot, along with ballot statements of three candidates printed from the Kern County LAFCO website. The election is currently held by mail, and the Executive Officer of Kern County LAFCO has proposed to move to an email based notification and election process. In speaking with the Executive Officer, I have been informed that Kern County LAFCO accepts a vote from any party authorized by the District's Board – be it the full Board acting or the Board's delegation of that responsibility to one of the Board members or the General Manager.

The response for the current election must be received by May 4, 2018. Since these elections may not always coincide with scheduled meetings of the Devil's Den Water District Board to permit timely participation, I recommend that the Board take an action to authorize the President or, if not available within the election timeframe, the Vice President to cast a vote on behalf of Devil's Den Water District in this and future LAFCO elections.

RECOMMENDATION

That the Board of Devil's Den Water District take an action to authorize the President or, if not available within the election timeframe, the Vice President to cast a vote on behalf of Devil's Den Water District in this and future LAFCO elections.

Attachments

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**Kern Local Agency
Formation Commission**
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.co.kern.ca.us/lafco/

Memo

To: Kern County Special Districts
From: Blair Knox, Executive Officer
Date: April 2, 2018
Re: Special District Representative on LAFCo

Enclosed please find a ballot for the Special District representative on LAFCo. Please mark and sign the ballot and return it to LAFCo using the envelope provided. ***Your ballot must be received by Kern LAFCo by May 4, 2018 to be counted.***

Please vote. More than 50% of the Special Districts need to vote in order for this election to be valid. We have had difficulty getting to 50% in the past.

All ballots will be held until an official opening and tabulation in the LAFCo office. This opening will be witnessed/assisted by an officer of the Kern Special Districts Association. In order to make this work, **it is essential that you fill in the name of your district, sign the ballot and return it in the envelope marked "Ballot" by the deadline.**

For **information on the candidates** please go to: <https://www.kerncounty.com/lafco/> Under News, please click on Special District Nomination Biographies.

There is a **second question** on this ballot. Kern LAFCo is asking to be able to hold future elections through electronic mail. To do this we need your **consent and confirm the appropriate email address**. We believe this will help streamline the election process in the future; cutting time, postage and materials used.

Thank you and please call us if you have any questions.

**KERN COUNTY
LOCAL AGENCY FORMATION COMMISSION
SPECIAL DISTRICT REPRESENTATIVE
BALLOT**

PLEASE MARK ONLY ONE:

KERN LAFCO COMMISSION CANDIDATES:

_____ KAREN SANDERS (EASTERN KERN COUNTY RESOURCE CONSERVATION DISTRICT)

_____ RUSSELL WILLIFORD (ROSAMOND COMMUNITY SERVICES DISTRICT)

_____ JONATHAN HALL (TEHACHAPI CUMMINGS COUNTY WATER DISTRICT)

SIGNATURE

DISTRICT

PLEASE RETURN COMPLETED BALLOT NO LATER THAN MAY 4, 2018. BALLOTS RECEIVED AFTER MAY 4, 2018 WILL NOT BE COUNTED.

State law requires LAFCO elections to be held by certified mail, unless the Special Districts agree to receiving ballots and information electronically.

_____ YES, please send all future ballots by email.

_____ NO, please continue sending by certified mail.

_____ E-Mail Address

Kern LAFCO Special District Election 2018 Biographies



**Kern Local Agency
Formation Commission**
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.co.kern.ca.us/lafco/

Karen Sanders – East Kern Resource Conservation District

I am currently serving as the Police Administrative Technician to the Chief of Police, City of California City. In 2012 I began work at the department as the Off-Highway Vehicle Recreation program grant administrator. I worked for Friends of Jawbone and Friends of El Mirage from 2010 to 2011; during this time I became well versed in desert restoration techniques and trail maintenance. In 2008 I opened the Edward Jones office in California City.

I grew up in Central Texas on the family farm. In spite of the varying jobs I have held through the years, I have always maintained a deep and abiding love of the outdoors and the resources that are there to be used and cared for.

Russell Williford – Rosamond Community Services District

My name is J. Russell Williford. I was born in Los Angeles in August of 1951, moved to Alaska when I was 2 yrs old for a few years then back to Rosamond when I was 8 yrs old. I've lived in Rosamond since 1959, graduating from Rosamond High School in 1969, where I was active in Key Club, sports and student government- notably as student body president my senior year. My involvement in this community includes Kiwanis, Rosamond Parks and Recreation, a long time board member and current president of the Rosamond Hills Apartments Board of Directors. Rosamond Hills is a low income senior housing facility. I'm currently the Vice President of the Rosamond Community Service District Board of Directors. I retired from U.S. Borax, now Rio Tinto Minerals, after nearly 40 years, most as a mine supervisor.

I believe this area has a great potential for growth, but in a controlled manner. I look forward to working with other civic minded individuals in Kern County.

Johnathan Hall – Tehachapi Cummings County Water District

Jonathan Hall was elected to the Board, short-term in 2006. He ran for a full-term position in 2008 and 2012 and was re-elected. Mr. Hall represents the District as a Board member for the Association of Water Agencies/Joint Powers Insurance Authority. Mr. Hall is a retired software engineer for military defense communications.

Firm Delivery Receipt



CASTAIC LAKE WATER C

Article Number

Article Number

1 9171082133393725617534
2 70172400000021586926

Page: 1 of 1
Date Printed: 04/06/2018
Time Printed: 09:05

**Record Recipient's
Signature on PS Form 3849**

Postmark of Delivery Office

Corresponding PS Form 3849 Number:

PS Form 3883-A

ITEM NO.
2.4

Devil's Den Water District

Approve Receiving and Filing

Of the

Second Quarter FY 2017/18

Investment Report

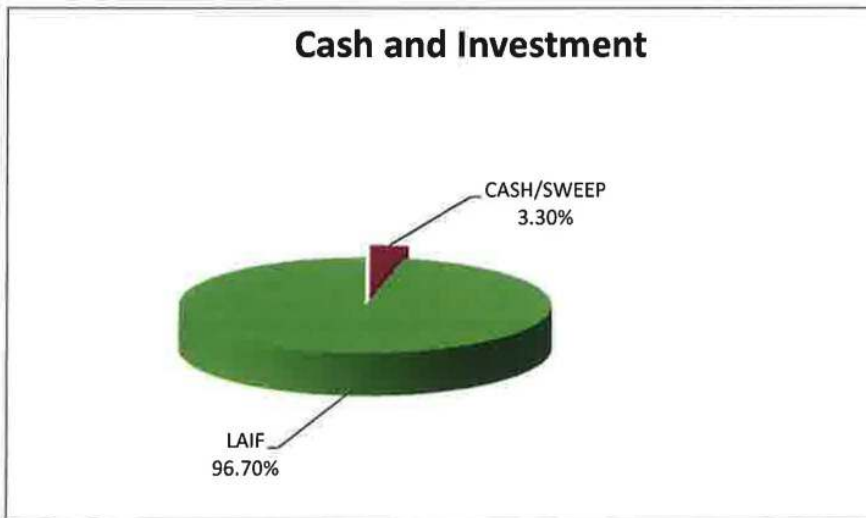
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**Devil's Den Water District
Cash and Investment Summary
As of December 31, 2017**

	BALANCE	% OF TOTAL	WGHTD. AVG. YIELD
Cash & Sweep Account	\$ 8,213	3.30%	0.03%
LAIF	240,986	96.70%	1.20%
Total Cash and Investment	\$ 249,199	100.00%	

I certify the cash and investments balance of the Devil's Den Water District.

Beverly Johnson
 Beverly Johnson
 Treasurer



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Cash and Investment Activity as of December 2017

	CASH & SWEEP	LAIF	TOTAL
Cash & Investments @ 10/1/2017	13,057	240,257	253,314
Cash & Sweep Transactions:			
Receipts:			
Taxes	2,539		2,539
Interest	0		0
Disbursements:			
ACWA/JPIA Check #548 (Auto and General Liability)	(2,139)		(2,139)
ACWA Check #549 (Annual Agency Dues)	(750)		(750)
Fedak & Brown LLP Check #550 FY 16/17 Audit Fee)	(4,494)		(4,494)
Investment Transactions:			
LAIF Transactions:			
Interest Deposited		729	729
Cash & Investments @ 12/31/17	8,213	240,986	249,199

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