

SANTA CLARITA VALLEY WATER AGENCY REGULAR BOARD MEETING AGENDA 27234 BOUQUET CANYON ROAD SANTA CLARITA, CA 91350 RIO VISTA WATER TREATMENT PLANT BOARDROOM TUESDAY, APRIL 17, 2018 AT 6:30 PM

6:00 PM DISCOVERY ROOM OPEN TO PUBLIC

Dinner for Directors and staff in the Discovery Room

There will be no discussion of Agency business taking place prior to the

Call to Order at 6:30 PM

OPEN SESSION BEGINS AT 6:30 PM

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 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 Board Secretary. (Comments may, at the discretion of the Board's presiding officer, be limited to three minutes for each speaker.) Members of the public wishing to comment on items covered in Closed Session before they are considered by the Board must request to make comment at the commencement of the meeting at 6:30 PM.
- 4. APPROVAL OF THE AGENDA

5. SPECIAL PROCEDURES

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7. <u>ACTION ITEM FOR APPROVAL</u>

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12. <u>DIRECTORS REPORT</u>

13. CLOSED SESSION

- 13.1 Conference with Legal Counsel Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (One Case)
- 13.2. Conference with Legal Counsel Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: (One Case)
- 14. CLOSED SESSION ANNOUNCEMENTS
- 15. REQUEST FOR FUTURE AGENDA ITEMS
- 16. ADJOURNMENT
 - * Indicates Attachment
 - ♦ Indicates Handout

Note: The Board reserves the right to discuss or take action or both on all of the above agenda items.

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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	ITEM NO.
RESOLUTION NO	5.1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY HONORING AND COMMENDING VALERIE PRYOR FOR HER SERVICE AND CONTRIBUTIONS

WHEREAS, Valerie Pryor has served the Santa Clarita Valley community for nearly fifteen years in a variety of roles through the former Castaic Lake Water Agency (CLWA) and Santa Clarita Valley Water Agency (SCV Water); and

WHEREAS, Valerie has served as the Administrative Services Manager for the former CLWA, and served as Assistant General Manager for the former CLWA as well as SCV Water; during which times she has also served as Treasurer; and

WHEREAS, during Valerie's tenure, the former CLWA received 12 consecutive Distinguished Budget Presentation Awards from the Government Finance Officers Association (GFOA) and 11 consecutive California Society of Municipal Financial Offices Operating Budget Excellence Awards: and

WHEREAS, Valerie has been diligent in her management and administration of the former CLWA and Upper Santa Clara River Joint Powers Authority regional facilities capital debt issuances, realizing many millions of dollars in savings for the community through timely and efficient financing and refinancing over the years; and

WHEREAS, during Valerie's tenure, the municipal bond credit rating agencies have upgraded the credit rating for the former CLWA and Upper Santa Clara River Joint Powers Authority outstanding debt issuances resulting in lower borrowing costs; and

WHEREAS, Valerie has participated on behalf of SCV Water's interest in the State Water Project (SWP), including the roles with State Water Project Contractors Inc. (SWC) as member of the SWC Finance Committee, among others; and

WHEREAS, Valerie has served as part of the team negotiating both SWP Contract Extension and CA WaterFix Contract Amendments, and throughout that time her insights have been respected and of benefit to both SCV Water and the wider body of State Water Contractors; and

WHEREAS, Valerie's forward thinking, planning, perseverance, hard work and diligence provided for a successful transition of Valencia Water Company to public operation over multiple years, which was completed in January of 2018, ahead of the schedule provided in SB 634; and

WHEREAS, Valerie provided significant contributions and worked within time constraints towards successfully realizing the Boards' vision of a unified SCV Water through the implementation of SB 634; and

WHEREAS, Valerie's intelligence, initiative, alacrity and wit have been of great value to SCV Water team and will be missed.

NOW THEREFORE BE IT RESOLVED, that the Santa Clarita Valley Water Agency Board of Directors thanks Valerie Pryor for her years of public service to the residents of the Santa Clarita Valley and wishes her every success in her new role as the General Manager for the Zone 7 Water Agency serving her new community in the Livermore Valley.

DRAFT

ITEM NO. 6.1

Minutes of the Regular Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – April 3, 2018

A regular meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, at 6:30 PM on Tuesday, April 3, 2018. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

DIRECTORS PRESENT: Directors B. J. Atkins, Tom Campbell, Ed Colley, Kathy Colley,

William Cooper, Robert DiPrimio, Dean Efstathiou, Jerry Gladbach, Maria Gutzeit, R. J. Kelly, Gary Martin, Jacque McMillan (Arrived at 6:49 PM) and Lynne Plambeck were in

attendance.

DIRECTORS ABSENT: Dan Mortensen.

Also present: Matthew Stone, General Manager; Joe Byrne and Tom Bunn, General Counsel; April Jacobs, Board Secretary; Steve Cole, Assistant General Manager; Valerie Pryor, Assistant General Manager; Brian Folsom, Chief Engineer; Keith Abercrombie, Chief Operating Officer; Kathie Martin, Public Information Officer; Jeff Herbert, Senior IT Technician; and members of the public.

President Cooper called the meeting to order at 6:30 PM. A quorum was present.

Upon motion of Director Gladbach, seconded by Director Atkins and carried, the Agenda was approved by the following votes (Item 4):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Not Present
Director Mortensen	Absent	Director Plambeck	Yes

Upon motion of Director Gladbach, seconded by Director Martin and carried, the Board approved the Consent Calendar including Resolution Nos. SCV-25, SCV-26 and SCV-27 and excluding Item 5.3., which was pulled for discussion, by the following voice votes (Item 5):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Yes
Director Mortensen	Absent	Director Plambeck	Yes

RESOLUTION NO. SCV-25

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY SUPPORTING PROPOSITION 68, THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COSTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018

WHEREAS, California faces a growing list of challenges associated with aging infrastructure, natural disasters, climate change, population growth and other factors; and

WHEREAS, water managers and top leaders agree that California needs to improve water supply reliability and ecosystem health in California; and

WHEREAS, the Legislature has approved and Governor Brown has signed the California Drought, Water, Parks, Climate, Costal Protection, and Outdoor Access for All Act of 2018, which will appear as Proposition 68 on the June 5, 2018 ballot and provide much needed funding to advance a statewide comprehensive water plan to secure our water future; and

WHEREAS, if approved by voters, the measure would provide \$4 billion in bond funding for state and local parks, environmental protection and restoration projects, water infrastructure projects and flood protection projects; and other programs the Association of California Water Agencies (ACWA) and its members have long advocated as a part of a statewide comprehensive plan; and

WHEREAS, ACWA's Board of Directors voted unanimously to formally support Proposition 68 at its Board meeting on November 17, 2017.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of Santa Clarita Valley Water Agency formally supports Proposition 68, the California Drought, Water, Parks, Climate, Costal Protection, and Outdoor Access for All Act of 2018.

RESOLUTION NO. SCV-26

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
ENGAGING FEDAK & BROWN LLP TO PROVIDE
AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30. 2018

WHEREAS, the Board of Directors adopted Resolution No. 2311 on April 28, 2004, which engaged Charles Z. Fedak & Company as the Agency's auditor for FYs 2003/04, 2004/05 and 2005/06, and adopted Resolution No. 2514 on January 24, 2007 engaging Charles Z. Fedak & Company as the Agency's auditor for FY 2006/07, and engaged Charles Z. Fedak & Company for audit services for FYs 2007/08 through 2009/10, and also adopted Resolution No. 2772 on January 26, 2011 engaging Charles Z. Fedak & Company as the Agency's auditor for FY 2010/11; and Resolution No. 2835 on December 14, 2011, which engaged Charles Z. Fedak & Company as the Agency's auditor for FYs 2011/12 and 2012/13; and Resolution No. 2961 which engaged Charles Z. Fedak & Company as the Agency's auditor for FYs 2013/14 and FY

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2014/15; and Resolution No. 3090 which engaged Fedak & Brown as the Agency's auditor for FYs 2015/16 through FY 2018/19; and

WHEREAS, Charles Z. Fedak was selected through a competitive proposal process in 2004; and

WHEREAS, Charles Z. Fedak has successfully performed Agency audit services for FYs 2003/04 through 2014/15; and

WHEREAS, the firm has changed its name to Fedak & Brown LLP; and

WHEREAS, Fedak & Brown LLP has successfully performed Agency audit services for FYs 2015/16 and 2016/17; and

WHEREAS, the proposed audit fees from Fedak & Brown LLP represent a significant cost savings for Santa Clarita Valley Water Agency for FY 2018.

NOW, THEREFORE, BE IT RESOLVED that the Santa Clarita Valley Water Agency is authorized to engage Fedak & Brown LLP for audit services for the fiscal year ending June 30, 2018, for an amount not-to-exceed \$109,450.

RESOLUTION NO. SCV-27

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY CONCURRING IN THE NOMINATION OF JO MACKENZIE TO THE CSDA BOARD OF DIRECTORS

WHEREAS, the California Special Districts Association (CSDA) is holding an election for its Board of Directors for the Southern Network, Seat A for the 2019-21 term; and

WHEREAS, the Santa Clarita Valley Water Agency is a voting member of CSDA and a voting member of the Southern Network; and

WHEREAS, the incumbent, Jo MacKenzie, of the Vista Irrigation District is seeking re-election for this position; and

WHEREAS, Jo MacKenzie has been involved with the CSDA Board since 2003 and has served in a wide variety of roles including Board President in 2011, Vice President in 2010, and Treasurer in 2008 and 2009; and

WHEREAS, the Board of Directors of the Santa Clarita Valley Water Agency believes that Jo MacKenzie is an effective member of the CSDA Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Clarita Valley Water Agency does concur in the nomination of Jo MacKenzie to represent the Southern Network, Seat A, on the CSDA Board of Directors; and

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the attention of the Board Secretary of the Vista Irrigation District at 1391 Engineer Street, Vista, CA 92081, or email Lsoto@vidwater.org forthwith.

Upon motion of Director E. Colley, seconded by Director DiPrimio and carried, the Board authorized the General Manager to expend up to \$1,420,000 to access water from water exchange or banking programs by the following voice votes (Item 5.3):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Yes
Director Mortensen	Absent	Director Plambeck	Yes

The Board provided comment and input on the watershed program (Item 6).

Director DiPrimio gave a report on the March 26, 2018 Compensation and Reimbursement Policy Ad Hoc Committee meeting (Item 7).

....

AB 1234 Reports (Item 11):

Written reports were submitted and filed by President Cooper and Directors Gladbach, McMillan and Plambeck.

Director Atkins reported that he attended the Southern California Water Dialogue meeting held at Metropolitan Water District on March 28, 2018.

Upon motion of Director Gladbach, seconded by Director K. Colley and carried, the Board went into Closed Session at 7:54 PM to discuss the items listed on the Agenda by the following votes (Item 13):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Yes
Director Mortensen	Absent	Director Plambeck	Yes

Upon motion of Director Gladbach, seconded by Vice President Kelly and carried, the Board voted to come out of Closed Session at 9:54 PM by the following votes:

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes

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Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Yes
Director Mortensen	Absent	Director Plambeck	Yes

President Cooper reconvened the Open Session at 9:54 PM.

Joe Byrne, Esq., reported that there were no actions taken in Closed Session that were reportable under the Ralph M. Brown Act (Item 14).

President Cooper requested that the Compensation and Reimbursement Ad Hoc Committee Review and consider a possible adjustment to the current stipend (Item 15).

Upon motion of Director E. Colley, seconded by Director McMillan and carried, the meeting was adjourned at 9:59 PM by the following votes (Item 16):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Yes
Director Mortensen	Absent	Director Plambeck	Yes
			

April Jacobs, Board Secretary

ITEM NO. 6.2



BOARD MEMORANDUM

DATE: March 29, 2018

TO: Board of Directors

FROM: Rochelle Patterson

Director of Administrative Services

SUBJECT: Approve a Resolution Establishing Banking Authority for Newhall Water

Division with Wells Fargo Bank

SUMMARY AND DISCUSSION

Banking authority resolutions provide authority for management positions and Board Officers to sign and countersign withdrawal orders and other banking actions. Pursuant to current SCV Water Resolution SCV-15, Newhall Water Division currently engages the services of the Santa Clarita Branch of Mission Valley Bank for its daily banking needs. However, the Agency's regional as well as retail divisions SCWD and VWD currently have banking relationships with Wells Fargo Bank. For consistency's sake and ease of transaction, it would be appropriate and efficient for NWD to switch their current banking services from Mission Valley Bank to Wells Fargo Bank as well.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

That the Board of Directors approve the attached resolution establishing banking authority for Newhall Water Division with Wells Fargo Bank.

RP

Attachment



RESOLUTION	NO.
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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY ESTABLISHING BANKING AUTHORITY FOR THE NEWHALL WATER DIVISION WITH WELLS FARGO BANK

WHEREAS, the Santa Clarita Valley Water Agency regional division and retail divisions SCWD and VWC have existing banking relationships with Wells Fargo Bank (Bank), and Newhall Water Division has a current banking relationship with the Santa Clarita Branch of Mission Valley Bank; and

WHEREAS, the Newhall Water Division wishes to switch banking institutions from Mission Valley Bank to Wells Fargo Bank for Agency consistency and ease of transaction with respect to their General Account, Customer Deposit Account, Construction Meter Deposit Account, and Aflac Account; and

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

WHEREAS, consistent with the terms of this resolution, the Agency's Board finds it to be in the Agency's best interest to authorize continuation of the above banking relationships.

NOW, THEREFORE BE IT RESOLVED that the President, Vice Presidents (2), General Manager, Assistant General Managers (2), Director of Finance, Director of Administrative Services and Controller are authorized to sign or countersign withdrawal orders, and Wells Fargo Bank is authorized to honor and pay all withdrawal orders – including those drawn to the order of the President, Vice Presidents (2), General Manager, Assistant General Managers (2), Director of Finance, Director of Administrative Services or Controller signed in the manner required by this resolution; and

RESOLVED FURTHER that the General Manager; Assistant General Managers (2), Director of Finance, Director of Administrative Services or Controller is authorized to order withdrawals from said account up to a *maximum of \$25,000 per order on his or her signature only,* and either said General Manager, Assistant General Managers (2), Director of Finance, Director of Administrative Services or Controller is authorized to order withdrawals from said accounts **exceeding the sum of \$25,000 but not to exceed \$1,000,000** per order on his or her signature when the order is **countersigned by one** of the authorized signatures of the President, Vice Presidents (2), General Manager, Assistant General Managers (2), Director of Finance, Director of Administrative Services or Controller; and

RESOLVED FURTHER that the President, Vice Presidents (2), General Manager, Assistant General Managers (2), Director of Finance, Director of Administrative Services or Controller is authorized to order withdrawals from each account *without limit when countersigned by one* of the authorized signatures of the *President or Vice Presidents* (2); and

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

ITEM	NO.
6.3	3

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RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY CONFIRMING NO ELECTION IN NOVEMBER 2018 PURSUANT TO SECTION 8.(D)(1) OF THE SANTA CLARITA VALLEY WATER AGENCY ACT

WHEREAS, pursuant to SB 634, the Santa Clarita Valley Water Agency Act (Act) went into effect on January 1, 2018 and created the Santa Clarita Valley Water Agency (SCV Water), which is the successor entity to the Castaic Lake Water Agency and the Newhall County Water District; and

WHEREAS, there were fifteen (15) initial members of the SCV Water Board of Directors, fourteen (14) of which were elected members and represent one of three electoral divisions, and one of which is an appointed member representing the Los Angeles County Waterworks District 36; and

WHEREAS, pursuant to Section 8.(d)(1) of the Act, "The initial terms of the directors whose respective terms as a member of the Castaic lake Water Agency or Newhall County Water District board of directors would have expired following the 2018 general election shall expire following the 2020 general election"; and

WHEREAS, pursuant to Section 9.(a) "All elected successors of the first board of directors shall be elected at the time and in the manner perceived in the Uniform District Election Law (Part 4(commencing with Section 10500) of Division 10 of the Elections Code)".

NOW THEREFORE, BE IT RESOLVED that pursuant to Section 8.(d)(1) of the Act, the Board of Directors of the Santa Clarita Valley Water Agency will not hold an election in November of 2018.

FURTHER RESOLVED that staff is directed to notify the Los Angeles County Registrar-Recorder/County Clerk and the Ventura County/County Clerk and Recorder of the Board of Director's action.

This Resolution shall be effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2018.

President, Board of Directors Santa Clarita Valley Water Agency



BOARD MEMORANDUM

TEM NO. 7.1.

DATE: April 10, 2018

TO: SCV Water Board of Directors

FROM: Valerie L. Pryor Vicene Afin

Assistant General Manager

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 Castaic Lake Water Agency (CLWA) Board of Directors approved Resolution No. 2804 approving an Agreement to form the Upper Santa Clara Valley Joint Powers Authority (Authority) with the Devil's Den Water District (District) 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 District and three members appointed by SCV Water. The three SCV Water members would be the President and two Vice Presidents of the Board.

The attached proposed agreement is a joint exercise of powers agreement between the District and the Agency to form the Authority. The Authority takes 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.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

That the 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.

Attachments

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RESOLUTION NO.	
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RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED 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 Santa Clarita Valley Water Agency (Agency), 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 Agency determined that it is in the best interest of the Agency to establish the Upper Santa Clara Valley Joint Powers Authority (Authority) and adopted Resolution No. 2804 on May 25, 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 Agency and the Devil's Den Water District; 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.

NOW, THEREFORE, the Board of Directors of the Santa Clarita Valley Water Agency hereby finds, determines, declares and resolves as follows:

<u>Section 1.</u> 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 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 Agency officers' execution being conclusive evidence of such approval.

<u>Section 2.</u> The Board hereby appoints the President of the Board and the two Vice Presidents of the Board to serve on the board of directors of the Authority in accordance with the terms of the Agreement.

<u>Section 3.</u> The President and the Secretary of the Board, the General Manager, the Treasurer and such other officers of the Agency 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.

<u>Section 4.</u> 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.

<u>Act</u>

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. <u>Creation of the Authority</u>. 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. <u>Governing Board</u>. 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) <u>Time and Place</u>. 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) <u>Legal Notice</u>. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

- (3) <u>Minutes</u>. 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) <u>Quorum</u>. 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. <u>Authority To Issue Bonds</u>. 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. <u>Bonds Limited Obligations</u>. 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. <u>Audits</u>. 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. <u>Audit Reports</u>. 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 _
	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	<u> </u>

ITEM NO. 11.1

DIRECTOR AB 1234 REPORT

Director Name: Jacquelyn McMillan **Meeting Attended:** CSDA Legislative Cmt

Dates/Times: April 6, 2018 10:00 a.m. to 2:00 p.m.

Presented at: April 17, 2018

No. of Attendees: About 40

Brochure/Agenda: Highlights below

Points Of Interest: See below

This legislative cycle has seen more introduced than before as the number of bills each legislator may introduce has increased from 40 to 50.

Prior to April 6 CSDA has taken the following positions on:

- Watch 365
- Support 13
- Oppose 3

At the meeting the committee considered 43 more bills and took the following positions on:

- Concerns 2
- Watch 12
- Support 16
- Oppose 13

The committee also considered position changes in 3 bills.

The committee voted to support \$8.777 billion initiative entitled the Water Supply and Water Quality Act of 2018.

Key positions affecting the district will be presented at the next SCVWA Legislative Committee for consideration.

Upcoming dates of interest:

- CSDA Legislative Days in Sacramento May 22 and 23.
- CSDA Annual Conference September 24-26 at the Indian Wells Renaissance Hotel.