

CCWA-Santa Barbara-DWR

Lead Agency Agreement

**AGREEMENT AMONG THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR),
SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (SBCFCWCD),
AND CENTRAL COAST WATER AUTHORITY (CCWA), COLLECTIVELY THE "PARTIES,"
REGARDING THE PROPOSED PROJECT TO AMEND THE WATER SUPPLY CONTRACT
BETWEEN DWR AND SBCFCWCD**

This Agreement is made on _____ among DWR, SBCFCWCD, and CCWA under California Code of Regulations, Title 14, section 15051, subdivision (d) to designate CCWA as the lead agency under the California Environmental Quality Act (CEQA) for the proposed Project to amend the long-term water supply contract between DWR and SBCFCWCD.

- A. Whereas, DWR owns, operates, and maintains the California State Water Project (SWP), which delivers water throughout California, including to Santa Barbara County.
- B. Whereas, DWR has entered into the water supply contract with SBCFCWCD on February 26, 1963, to provide water supply from the SWP to Santa Barbara County from the SWP (Water Supply Contract).
- C. Whereas, CCWA is a joint powers authority comprised of eight member agencies, and is a wholesale water provider to 13 water districts and private companies in Santa Barbara County, and another 11 water purchasers in San Luis Obispo County.
- D. Whereas, CCWA was formed in 1991 to construct, manage, and operate Santa Barbara County's local facilities for distribution and treatment of the SWP water supply for SBCFCWCD.
- E. Whereas, SBCFCWCD has transferred certain rights and responsibilities under the Water Supply Contract with DWR to CCWA.
- F. Whereas, CCWA is obligated to reimburse SBCFCWCD all costs charged to SBCFCWCD under the Water Supply Contract pursuant to the Transfer of Financial Responsibility Agreement entered into between CCWA and SBCFCWCD in November 12, 1991.
- G. Whereas, the original Water Supply Contract executed in 1963, as amended by Amendment No. 2 in 1965, provided for a "Table A Amount" for Santa Barbara County of 57,700 acre feet per year (AFY). Pursuant to Amendment No. 9 to the Water Supply Contract, executed in 1981, the "Table A Amount" available to Santa Barbara was changed to 45,486 AFY, a reduction of 12,214 AFY (Suspended Allocation).
- H. Whereas, SBCFCWCD desires to reacquire the Suspended Allocation and has requested that DWR consider amendment of the Water Supply Contract to increase the Table A Amount of the

Water Supply Contract by 12,214 AF from 45,486 AF to 57,700 AF, which for the purpose of this Agreement is described as the "Project."

- I. Whereas, DWR has the authority to consider the adjustment of the Table A Amount for SBCFCWCD based on Article 7 (a) of the Water Supply Contract and to potentially approve this adjustment through an amendment to the Water Supply Contract.
- J. Whereas, SBCFCWCD has the authority to consider the adjustment of the Table A Amount and to potentially approve the adjustment through an amendment to the Water Supply Contract.
- K. Whereas, SBCFCWCD and CCWA desire to consider an agreement whereby CCWA will be obligated to reimburse SBCFCWCD for all costs charged to SBCFCWCD related to the proposed Project and each party has the authority to enter into such agreement.
- L. Whereas, CCWA has the authority to take delivery of the water made available by the proposed Project, as a component of the Table A Amount available to Santa Barbara County, to distribute the additional water supply through the Coastal Branch to its members, and to collect any costs from its members resulting from the Project.
- M. Whereas, the Parties recognize that the proposed Project is subject to CEQA and believe that an EIR should be prepared to analyze its environmental impacts.
- N. Whereas, the Parties are public agencies that will have discretionary approval of portions of the Project and responsibility to carry out parts of the proposed Project, and all have a substantial claim to serve as lead agency.
- O. Whereas, CEQA provides that when more than two or more public agencies have a substantial claim to be the lead agency, the public agencies may agree among themselves to designate one of the agencies as lead agency.
- P. Whereas, the Parties have agreed in this Agreement to designate CCWA as the lead agency for this Project under the terms stated below.

The Parties agree as follows:

- 1. CCWA shall act as the CEQA lead agency for the Project, and will fulfill all obligations of the lead agency with respect to the proposed Project as required by CEQA.
- 2. DWR and SBCFCWCD shall act as responsible agencies for proposed Project, and they will fulfill all obligations of responsible agencies with respect to the Project as required by CEQA.
- 3. CCWA shall be responsible for the preparation of the EIR, and for conducting the public review process as required by CEQA. CCWA will use its staff and any needed consultants to prepare the EIR. CCWA shall share with DWR and SBCFCWD administrative drafts of the EIR and shall consider and incorporate their comments as appropriate.
- 4. All costs associated with CEQA compliance for the proposed Project, including for the preparation of the EIR, and the public review process, shall be the sole responsibility of CCWA.
- 5. DWR shall assist CCWA in the preparation the EIR and the public review process, and shall be responsible for any costs that they incur while assisting CCWA.
- 6. SBCFCWCD shall assist CCWA in the preparation the EIR and the public review process, and shall not be responsible for any costs incurred while assisting CCWA.

7. All Parties will engage in cooperative efforts and consultation to effectively prepare the EIR and to ensure compliance with CEQA.
8. CCWA agrees to defend, indemnify, and hold DWR and SBCFCWDC, their officers, and employees harmless from any liability, expenses, defense costs, attorney fees, claims, actions, and lawsuits of any kind arising from or related to the Agreement.
9. The Agreement will terminate upon CCWA's completion and certification of the EIR, or CCWA's issuance of a notice of determination, whichever is later. Any party may terminate this Agreement by giving 60 day notice to the other Parties in writing. CCWA's responsibilities in paragraph 8 shall continue after the termination of the Agreement.

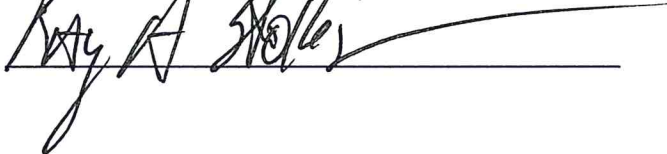
The Parties have executed this agreement on the date written above.

State of California, Department of Water Resources

Santa Barbara County Flood Control and Water Conservation District

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Central Coast Water Authority



ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara County
Flood Control and Water Conservation
District

By: _____
Deputy Clerk


**SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT:**

By: _____
Joan Hartmann, Chair, Board of
Directors

Date: _____

RECOMMENDED FOR APPROVAL:

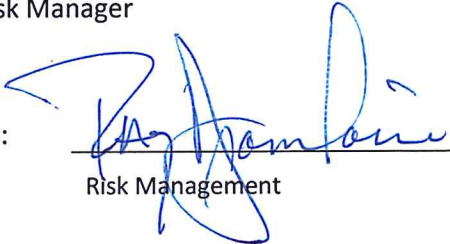
Santa Barbara County Flood Control &
Water Conservation District

By: 

Scott D. McGolpin
Public Works Director

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 

Risk Management

APPROVED AS TO FORM:


Michael C. Ghizzoni
County Counsel

By: 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 

Deputy