

THOMAS L. SLOSSON, PRESIDENT  
DIVISION 1

ANDY WATERS, SECRETARY  
DIVISION 3

STEVE BLOIS, DIRECTOR  
DIVISION 5



ANDRES SANTAMARIA, VICE PRESIDENT  
DIVISION 4

SCOTT H. QUADY, TREASURER  
DIVISION 2

SUSAN B. MULLIGAN  
GENERAL MANAGER

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March 28, 2017

Kai Luoma  
Executive Officer  
Ventura Local Agency Formation Commission  
800 South Victoria Avenue  
Ventura, CA 93009-1850

Subject: Reporting for Calleguas-Las Virgenes Public Financing Authority pursuant to requirements of SB 1266

Dear Mr. Luoma,

Thank you for notifying us about the requirements of SB 1266 to submit a copy of any joint powers agreement that meets the requirements specified therein.

In response, we hereby submit a copy of the 1993 Joint Exercise of Power Agreement for the Calleguas-Las Virgenes Public Financing Authority. There have been no amendments to that agreement, but if there are any in the future we will provide copies to the Ventura Local Agency Formation Commission as required by SB 1266.

Let me know if you have questions or need additional information. I can be reached at (805) 579-7115 or [smulligan@calleguas.com](mailto:smulligan@calleguas.com).

Sincerely,

A handwritten signature in blue ink that reads "Susan B. Mulligan". The signature is fluid and cursive, with a long, sweeping underline.

Susan B. Mulligan  
General Manager

cc: David Pedersen, General Manager, Las Virgenes Municipal Water District  
Bob Cohen, Counsel, Calleguas-Las Virgenes Public Financing Authority

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

**THIS AGREEMENT** is by and between Calleguas Municipal Water District ("Calleguas") and Las Virgenes Municipal Water District ("LVMWD"), each duly organized and existing under the laws of the State of California;

#### WITNESSETH:

**WHEREAS**, Calleguas and LVMWD are each duly authorized to own, lease, purchase, receive and hold property necessary or convenient for their government operations; and

**WHEREAS**, the financing of the acquisition of property by Calleguas and LVMWD acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgement of Calleguas and LVMWD could be eliminated if the financing of the acquisition of property were capable of being performed through a single public agency, and such is the purpose of this Agreement; and

**WHEREAS**, the Marks-Roos Local Bond Pooling Act of 1985 authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to assist in the financing of public capital improvements to be owned by any of its members;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, Calleguas and LVMWD do hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

**"Act"** means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as in effect on the date hereof and has hereinafter amended.

**"Agreement"** means this Agreement.

**"Authority"** means the Calleguas-Las Virgenes Public Financing Authority established pursuant to this Agreement.

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

"Board" means the Board of Directors referred to in Section 2.03, which shall be the governing body of the Authority.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now or hereinafter amended, Article 2 of the Act as now available for use by the Authority in the authorization and issuance of bonds to finance the financing of Obligations and/or Public Capital Improvements.

"Bond Purchase Agreement" means an agreement between the Authority and Calleguas or LVMWD pursuant to which the Authority agrees to purchase Obligations from Calleguas or LVMWD as the case may be.

"Bonds" means obligations of the Authority issued pursuant to the Bond Law.

"Directors" means the representatives of Calleguas and LVMWD appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Capital Improvements" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof and as hereinafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

## ARTICLE II

### GENERAL PROVISIONS

**Section 2.01. Purpose.** This Agreement is made pursuant to the Act providing for the joint exercise of powers common to Calleguas and LVMWD and for other purposes as permitted under the Act, the Bond Law and as agreed by the parties hereto. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for Calleguas and LVMWD through the acquisition by the Authority of such Public Capital Improvements and/or the purchase by the Authority of Obligations of Calleguas and LVMWD pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to Calleguas and/or LVMWD.

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

**Section 2.02. Creation of Authority.** Pursuant to the Act, there is hereby created a public entity to be known as the "Calleguas-Las Virgenes Public Financing Authority". The Authority shall be a public entity separate and apart from Calleguas and LVMWD and shall administer this Agreement.

**Section 2.03. Board.** The Authority shall be administered by a Board of ten (10) Directors, unless and until changed by amendment of this Agreement. The members of Board of Directors of Calleguas and the Board of Directors of LVMWD shall constitute the Directors of the Authority. The Board shall be called the "Board of Directors of Calleguas-Las Virgenes Public Financing Authority". All voting power of the Authority shall reside in the Board.

**Section 2.04. Meetings of the Board.**

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be given by resolution of the Board and a copy of such resolution shall be filed with each of Calleguas and LVMWD.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State of California.

**Section 2.05. Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to Calleguas and LVMWD.

**Section 2.06. Voting.** Each Director shall have one vote.

**Section 2.07. Quorum; Required Votes; Approvals.** Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

**Section 2.08. Bylaws.** The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

#### ARTICLE III

##### OFFICERS AND EMPLOYEES

**Section 3.01. Chairman, Vice-Chairman and Secretary.** The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint a Secretary who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chairman shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts signed by the Chairman or Vice-Chairman on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

**Section 3.02. Treasurer.** Pursuant to Section 6505.6 of the Act, the Treasurer of Calleguas is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depositary, shall have custody of all the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. As provided in Section 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a Certified Public Accountant or firm of Certified Public Accountants for the annual audit of accounts and records of the Authority.

**Section 3.03. Officers in Charge of Records, Funds and Accounts.** Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

**Section 3.04. Bonding Persons Having Access to Public Capital Improvements.** From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts or any Public Capital Improvements of the Authority, and the respective amounts of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Act.

**Section 3.05. Legal Advisor.** The Board shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Board.

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**Section 3.06. Other Employees.** The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the function and other duties under this Agreement.

None of the officers, agents or employees directly employed by the Board shall be deemed, by reasons of their employment by the Board, to be employed by Calleguas or LVMWD or, by reason of their employment by the Board, to be subject to any of the requirements of Calleguas or LVMWD.

**Section 3.07. Assistant Officers.** The Board may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director) as the Board shall from time to time deem appropriate.

## ARTICLE IV

### POWERS

**Section 4.01. General Powers.** The Authority shall exercise in the manner herein provided the powers common to each of Calleguas and LVMWD, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04.

As provided in the Act, the Authority shall be a public entity separate from Calleguas and LVMWD. The Authority shall have the power to acquire and to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of Calleguas or LVMWD.

**Section 4.02. Power to Issue Revenue Bonds.** The Authority shall have all of the powers provided in the Act, including but not limited to Article 4 of the Act (commencing with Section 6584), and including the power to issue Bonds under the Bond Law.

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

**Section 4.03. Specific Powers.** The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common power of Calleguas and LVMWD to acquire any Public Capital Improvement by the power of eminent domain;
- (d) to sue and be sued in its own name;
- (e) to issue Bonds and otherwise to incur debts, liabilities or obligations;
- (f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;
- (h) to apply for letters of credit or other credit enhancement in order to secure the repayment of Bonds and enter into agreements in connection therewith;
- (i) to carry out and enforce all the provisions of this Agreement;
- (j) to make and enter into Bond Purchase Agreements; and
- (k) to exercise any and all other powers as may be provided in the Act, this Agreement, the Bylaws of the Authority or in any Bond Law.

**Section 4.04. Restrictions on Exercise of Powers.** The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon Calleguas and LVMWD in the exercise of similar powers.

**Section 4.05. Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of either of Calleguas or LVMWD.

**JOINT EXERCISE OF POWER AGREEMENT**  
**CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY**

**ARTICLE V**

**DELEGATION OF POWERS; CREDIT TO MEMBERS**

**Section 5.01. Delegation of Powers.** Calleguas and LVMWD hereby delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans of finance, such Public Capital Improvements as may be necessary or convenient for the operation of either of Calleguas or LVMWD.

**Section 5.02. Credit to Calleguas and LVMWD.** All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of Calleguas and LVMWD in the respective proportions in which such funds were deposited or such accounts were created.

**ARTICLE VI**

**CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS**

**Section 6.01. Contributions.** Calleguas and LVMWD may in the appropriate circumstances when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code 6513 are hereby incorporated into this Agreement.

**Section 6.02. Accounts and Reports.** To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of Calleguas and LVMWD. The Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such fiscal year to Calleguas and LVMWD to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.



## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

**Section 6.03. Funds.** Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority fund as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

**Section 6.04. Annual Budget and Administrative Expenses.** The Board shall adopt an annual budget for administrative expenses which shall include all expenses not included in any financing issue of the Authority, prior to the beginning of each Fiscal Year. The estimated annual administrative expenses of the Authority shall be allocated by the Authority to Calleguas and LVMWD equally and paid to the Authority by Calleguas and LVMWD at the time or times designated by the Authority.

## ARTICLE VII

### TERM

**Section 7.01. Term.** This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds remain outstanding or so long as the Authority shall own any interest in Public Capital Improvements.

**Section 7.02. Disposition of Assets.** Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 8.01. Notices.** Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to the other party hereto.

**Section 8.02. Section Headings.** All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

## JOINT EXERCISE OF POWER AGREEMENT

### CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

**Section 8.03. Consent.** Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**Section 8.04. Law Governing.** This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

**Section 8.05. Amendments.** This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds or other obligations issued by the Authority, including, without limitation, certificates of participation, in payments to be made by the Authority or Calleguas or LVMWD or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in furtherance of the purposes of this Agreement.

**Section 8.06. Enforcement by Authority.** The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

**Section 8.07. Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction 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 portions of provisions shall not be affected thereby.

**Section 8.08. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of Calleguas and LVMWD, respectively. Neither Calleguas nor LVMWD may assign any right or obligation hereunder without the written consent of the other.

JOINT EXERCISE OF POWER AGREEMENT

CALLEGUAS-LAS VIRGENES PUBLIC FINANCING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

CALLEGUAS MUNICIPAL WATER DISTRICT

DATE: April 30, 1993

Donald R. Kendall

Donald R. Kendall, General Manager

ATTEST

Mary Jo Fischer

Mary Jo Fischer, Controller

LAS VIRGENES MUNICIPAL WATER DISTRICT

DATE: April 26, 1993

Harold V. Helsley

Harold V. Helsley, President

ATTEST

Ann Dorgelo

Ann Dorgelo, Secretary

APPROVED AS TO FORM

Wayne K. Lemieux

Wayne K. Lemieux  
District Counsel