

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

FOR THE

CENTRAL COAST WATER COUNCIL

PREAMBLE

The initial parties to this Intergovernmental Agreement for the Central Coast Water Council (this "Agreement") are the City of Newport, Lincoln City, the City of Yachats, the City of Toledo, the City of Waldport, the City of Siletz, the Seal Rock Water District, the Kernville, Gleneden Beach, Lincoln Beach Water District and the Southwest Lincoln County Water District (collectively, the "Parties"; individually, each a "Party"). Each of the Parties is a "unit of local government" as that term is defined in ORS 190.003. Each of the Parties has certain powers and responsibilities to provide an adequate supply of clean water to its citizens or customers.

The Cities of Newport and Lincoln City have jointly filed Application Nos. R-83810 and S-83809 before the Oregon Water Resources Department to store and use 9,000 acre-feet of water for municipal uses from Rocky Creek, tributary of the Pacific Ocean, in Lincoln County, Oregon, with a priority date of April 15, 1998. The Parties have determined that the Rocky Creek Project (the "Project") could be developed as a regional facility capable of serving the Parties' long-term water supply needs. The Parties desire to enter into an intergovernmental agreement and to create an intergovernmental entity to manage development, construction and operation of the Project in accordance with the authority granted in ORS sections 190.003 to 190.130.

The general intent of this Agreement is to create a flexible, inclusive framework for cooperative water resources planning and management, and development of the Project among as many community water utilities as the Project can benefit. The objective is to integrate the Parties' water supply systems so as to maximize efficient water use, while preserving habitat for threatened and endangered anadromous fish. A regional water supply system on Rocky Creek is superior in this regard to construction of many, individual water supply projects because it would be located on a single stream that does not now support anadromous fish.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be bound, agree as follows:

AGREEMENT

Article I. Name

The name of this organization is the Central Coast Water Council ("CCWC").

Article II. Membership

The Parties are the initial members of CCWC and are charged with development of the Project up to construction. However, membership in CCWC is not exclusive and any unit of local government within Lincoln County with responsibility for providing a water supply to citizens or customers and that can feasibly receive water from the Project is eligible to join CCWC as a Party. Any eligible municipality that wishes to join CCWC must adopt an ordinance, and any eligible water district a resolution, pursuant to Article XVII below, in which its governing body approves and agrees to be bound by the terms and conditions of this Agreement. Thereafter, an appropriate officer or representative must execute this Agreement. Upon joining CCWC, a unit of local government will be deemed to be a Party as that term is used in this Agreement. Once CCWC makes its final decision to proceed with construction of the Project, all Parties must make a final decision to participate in construction or not.

Article III. General Purpose

The Parties are creating CCWC to establish a joint governmental entity for cooperative water resources planning and management in general, and specifically to manage initial development of the Project. For Parties participating in construction, this Agreement will govern contributions to pre-construction, construction and operating costs for the Project, the on-going operation of the Project, agreements concerning water rights held by CCWC and the Parties, and the allocation of CCWC's revenues. The CCWC will establish and carry out policies and actions in furtherance of its purposes.

Article IV. Rocky Creek Project

The Rocky Creek Project consists of a dam and reservoir to be constructed on Rocky Creek, with distribution mains extending north and south of the reservoir for the purpose of delivering water to the Parties or holders of Shares as that term is defined in Article X below. The Parties acknowledge and agree that CWCC may elect to add a treatment plant to the Project by majority vote in accordance with the procedures established in this Agreement. The Parties will each be responsible for connecting their own distribution systems to the water supply system to be constructed pursuant to this Agreement.

Article V. Pre-Construction Activities

Newport and Lincoln City agree to finance equally all pre-construction activities at their initial expense. Pre-construction activities are expected to include, but are not limited to, final planning, design, engineering, and permitting for the Project. The Parties other than Newport and Lincoln City agree that they will pay their proportionate share of pre-construction costs at such time as they elect to participate fully in the construction and operation of the Project pursuant to Article VI below. Pending such election, the Parties other than Lincoln City and Newport acknowledge and agree that their participation in decisions requiring expenditures toward pre-construction, construction, or operating costs will be limited as provided in Article XI below.

Article VI. Identification of Parties Participating in Construction and Operation

At such time as CCWC decides to proceed with construction of the Project, each Party must elect in writing whether to participate. At that time three determinations will be made. First, the Parties that elect to participate will have their proportionate shares of pre-construction costs determined in accordance with Article VII. Second, if construction is financed through CCWC's issuance of revenue bonds as expected, the Parties that elect to participate must collectively agree to purchase sufficient Shares, as defined in Article X, to support financing for the Project. Third, if construction is financed through some method other than CCWC's issuance of revenue bonds, the Parties that elect to participate will have their proportionate shares of construction costs determined in accordance with Article VIII below. Within 180 days after CCWC decides to proceed with construction of the Project, each Party that elects to participate agrees to pay its share of past pre-construction costs. Upon a Party's election to participate in the construction and operation of the Project and payment of its proportionate share of past pre-construction costs, the Party will be entitled to vote on all CCWC expenditures as provided in Article XI below. The Parties agree to pledge, from general or other revenues, such funds as may be reasonably necessary to secure any financial obligations assumed by CWCC under this Agreement.

Any Party may elect to participate in the construction and operation of the Project prior to CCWC's final decision to proceed with construction of the Project. If a Party makes such an election, Lincoln City and Newport will no longer pay pre-construction costs equally. Instead, the Parties that have elected to participate in the construction and operation of the Project will contribute to pre-construction costs already incurred and to be incurred with their proportionate shares of costs determined in accordance with Article VII below. Each time that a Party elects to participate in the construction and operation of the Project, the pre-construction costs will be adjusted according to Article VII.

Article VII. Allocation of Pre-Construction Costs

Pre-construction costs are all costs that are reasonably incurred to ready the Project for construction, and which are incurred after the effective date of this Agreement. These costs include, but are not limited to, design, planning, engineering, legal, permitting, Project-dedicated staff costs of any Party, and reasonable administrative overhead of CCWC. CCWC will audit pre-construction costs incurred by any Party prior to the effective date of this Agreement and upon majority vote adopt a resolution agreeing that such costs will become a liability of CCWC to be shared proportionately by the Parties as provided in this Agreement. CCWC will keep complete and accurate records of all pre-construction costs that it incurs from and after the effective date of this Agreement.

Once a Party elects to participate in the construction and operation of the Project pursuant to Article VI, the Party agrees that it will pay its proportionate share of all previously incurred pre-construction costs within 180 days. Such Parties also agree to pay their proportionate share of future pre-construction costs promptly after such costs are incurred. Each Party that elects to participate in the construction and operation of the Project will pay its share of pre-construction costs according to the following formula:

The average daily water use by a Party for fiscal year July 1, 1999 to June 30, 2000 divided by the average daily water use by all Parties that elect to participate in construction and operation of the Project for fiscal year July 1, 1999 to June 30, 2000 shall equal the Party's proportionate share of pre-construction costs.

Thus, for example, if a Party has an average daily water use of 2 million gallons per day and the total average daily water use by all of the participating Parties is 20 million gallons per day, that Party's share of the pre-construction costs will be ten percent (10%). Each time a Party elects to participate in the construction and operation of the Project, the proportionate shares of Parties that have already elected to participate will be adjusted, and such Parties will be credited for any excess contribution they have made.

Article VIII. Allocation of Construction Costs

Construction costs include all costs reasonably incurred to construct the Project. Construction costs will be established through a public bidding process that CCWC will establish in its reasonable discretion. The purpose of the public bidding process will be to identify the lowest bid from a contractor that will responsibly complete construction of the Project. Construction costs will be fixed by requiring the successful contractor to provide an appropriate performance or completion bond. CCWC is expected to finance the construction costs for the Project through the issuance of revenue bonds pursuant to ORS 288.805 – 288.945 and as authorized by ORS 190.080(1)(a). If CCWC determines that an alternative construction contractor selection process authorized by state law would be preferable to a public bidding process, it may establish an alternative process by majority vote.

Each Party's share of construction costs and debt service will be determined by the following formula:

The average daily water use by a Party for the last full fiscal year immediately preceding commencement of construction divided by the average daily water use by all Parties that elect to participate in construction and operation of the Project for that same fiscal year shall equal the Party's proportionate share of construction costs.

If CCWC determines that it would be unjust to allocate construction costs based on the Parties' current actual water use, it may establish an alternative method for allocating construction costs by majority vote.

Article IX. Allocation of Operating Costs and Operating Revenues

Once constructed, the Project will operate on a fiscal year from July 1 to June 30. It is not intended that the Project operate at a profit, but that the fees charged to CCWC's members, which CCWC will establish, will cover the Project's operating costs. Such costs include, but are not limited to, the costs of staff, utilities, insurance, consultants, legal counsel, bond repayment (or debt service or replacement of capital contributed to construction costs), and the establishment of reasonable and prudent reserves for maintenance, repair and replacement of the

facilities and equipment that comprise the Project. Fees charged by CCWC for water that it supplies will be paid to CCWC. CCWC will deposit all revenues it receives with a financial institution selected by CCWC. It is not expected that the Parties will be required to contribute additional capital to support the operation of the Project or that revenue from the operation of the Project will be distributed to the Parties. However, should either of these events occur the Parties will contribute capital or receive income in accordance with the formula for the allocation of construction costs as stated in Article VIII above.

Article X. Water Rights and Issuance of Shares for Water Use

All new water rights acquired in connection with the Project will be in CCWC's name. All of the Parties' existing water rights will remain in the name of the Party that currently holds them. Notwithstanding the preceding sentence, the Parties may transfer their existing water rights in trust to CCWC so that CCWC might create and operate a water bank as an element of a fully integrated regional water supply system that serves both human and anadromous fish needs.

CCWC will issue one hundred shares of the Project, with each share representing one percent (1%) of Project reservoir capacity (hereinafter, "Shares"). The initial price per Share will be one percent (1%) of the total construction costs, including but not limited to, an allocated portion of pre-construction costs, planning costs, construction costs, administrative costs, and financing costs. Ownership of a Share gives the Shareholder the right to purchase one percent (1%) of water available for distribution from the Project at a price to be established by CCWC. If a Party does not exercise its right to purchase water for Shares it holds, it may freely transfer such shares to another Party or to any entity that is capable of receiving water from the Project. Shares may be transferred by sale, lease or any other legal method and the consideration for the transfer of any Shares shall be a matter of negotiation between the transferor and transferee.

Article XI. Organization and Governance of Intergovernmental Entity

CCWC will be supervised and managed by an intergovernmental council (the "Council"). The Council will consist of one duly authorized representative or alternate selected by each of the Parties. The governing body of each member entity will select its own representative to the Council and one or more alternate representatives to serve in the absence of the primary representative. Each Party will be entitled to one vote on decisions made by the Council, which will be made by majority vote. However, decisions requiring the expenditure of funds will be decided by a majority vote of the Parties that have made a binding commitment to contribute to the costs of constructing and operating the Project and have paid their proportionate share of pre-construction costs.

The Council may retain a manager and other staff, consultants and legal counsel necessary to implement the Council's directives and policy decisions. The Council may delegate administrative functions to a person or persons with authority to act on behalf of the council and with such responsibilities as the Council may deem appropriate. As an alternative to a manager retained by the Council, the Council may appoint an employee or official of one of the Parties to serve as Executive Coordinator, to carry out such duties as the Parties may, by mutual agreement, delegate to the Executive Coordinator.

Article XII. Officers

At its first meeting, and at its annual meeting to be held in June of each year thereafter, the Council will elect from its own number a Chair, Vice-Chair, Secretary and Treasurer to serve as officers of the Council for the following fiscal year. The term for each officer will be one year. Any person may hold more than one office and any person may be re-elected to an office for additional terms. The Chair's duties include presiding over Council meetings and seeing that the orders and resolutions of the Council are carried into effect. The Chair will have authority to execute contracts and other documents and instruments that are approved by the Council. The Vice-Chair will act as Chair in the Chair's absence. The Secretary or his/her designee will attend all sessions of the Council and will cause the minutes of all proceedings to be recorded in a book to be kept for that purpose and will cause notices of meetings to be given as appropriate. The Treasurer will be the legal custodian of all of CCWC's funds and securities and will keep proper account books and perform such other duties as may be prescribed from time to time by the Board.

Article XIII. Council Meetings

The Council will meet periodically, and at least quarterly, establishing its regular meeting dates at its initial meeting. Reminders of any regularly scheduled meetings will be given to each Party in writing by mail, facsimile, or electronic mail at least thirty (30) days prior to the date of the regularly scheduled meeting. Council meetings will be held in accordance with public meeting laws. The Council may also from time to time conduct special meetings upon the request of the Chair, the Secretary, or representatives of any two Parties, upon such notice as is provided for under the requirements of ORS Chapter 192. All Council meetings will be conducted in accordance with Robert's Revised Rules of Order except as otherwise provided.

Article XIV. Quorum

Representatives of a majority of the Parties of CCWC will constitute a quorum for the transaction of business by the Council, except as otherwise provided. All matters to be decided by CCWC must be approved by a majority vote of such a quorum, unless a greater or different requirement is provided for in this Agreement or by a resolution of CCWC.

Article XV. Operating Budget and Finances

At least ninety (90) days prior to the expected commencement date of operations, the Council will adopt an operating budget for the Project for the first fiscal year, or partial fiscal year ending on June 30. Thereafter, for each fiscal year commencing July 1 and ending on June 30 of the following year, the Council will adopt an annual operating budget for the Project in accordance with the procedures established in this Article. The Council will cause a preliminary budget to be prepared not later than the last day of January of the preceding budget year. The Council will review the preliminary budget, making any revisions that are adopted by majority vote, no later than the last day of February. After hearing the comment of the Parties on the revised budget, if any, the Council will adopt the final budget for the following fiscal year no

later than the fifteenth day of June. The Council will provide each Party with a copy of the preliminary budget, any revised budget, and the proposed final budget submitted for adoption by the Council.

All funds of CCWC will be deposited with a financial institution selected by CCWC, to be held in trust as described in Article VIII above. Other than for day-to-day operating expenses and debt service, CCWC's funds may be disbursed only if approved by the Council, and then only upon a written directive given to the financial institution under the joint signature of the Treasurer and one other officer of the CCWC, or, in the absence of the Treasurer, any two officers of the CCWC.

Article XVI. Allocation of Liabilities and Distribution of Assets on Termination

CCWC's liabilities will not be the joint and several liabilities of the Parties, but each Party will be severally liable for CCWC's liabilities in accordance with its proportionate share of such liability as established under this Agreement. CCWC will not be operated for profit, and any benefits that may accrue to the Parties are considered to be the indirect benefit of the provision of water to the Parties' citizens and customers. Upon termination of this Agreement and dissolution of the Council, CCWC will complete an audit of its finances. If CCWC has assets in excess of all liabilities, including contingent liabilities, such assets will be distributed to the Parties in proportion to each Party's contribution to pre-construction costs or, if applicable, each Party's share of construction costs or each Party's use or purchase of water from the Project.

CCWC will maintain a policy of public liability insurance in amounts approved by the Council. CCWC will also maintain an errors and omissions policy for its officers and Council representatives, in amounts approved by the Council.

Article XVII. Amendments and Implementation of Council Directives.

The Parties agree that specific decisions regarding the matters subject to this Agreement will be implemented through resolutions adopted by a majority vote of the Council. If a Party or Parties wish to propose a formal written amendment to this Agreement, they must provide notice to the Council at least thirty (30) days prior to the meeting at which the Council will consider the amendment, together with a copy of the proposed amendment. Any amendment to this Agreement must be approved by a two-thirds majority vote of the full Council. Moreover, any amendment that materially increases the financial responsibility or liability of any Party must be approved by a two-thirds majority of all Parties that have elected to participate in the construction and operation of the Project and have paid their proportionate share of pre-construction costs. Any amendment approved by a two-thirds majority will be conclusive unless within thirty days after approval one or more Parties that validly voted against the amendment files a written notice with the Secretary stating that such Party believes the amendment required unanimous approval. If a Party validly objects to an amendment, the Council will consider the objection in view of the terms of this Agreement and any applicable law and either reject the objection and uphold the amendment or uphold the objection and require a new vote on the amendment.

Article XVIII. Duration and Withdrawal.

This Agreement is perpetual and will remain in full force and effect until terminated by a unanimous vote of the Parties that have contributed to pre-construction costs or that have elected to contribute to the costs of constructing and operating the Project or to purchase or use water from the Project as applicable. Prior to making the election to contribute to pre-construction costs, any Party may withdraw from CCWC at any time. Such Parties will have no further rights or obligations under this Agreement. In addition, after making the election to contribute to Pre-construction costs, any party (including but not limited to Newport and Lincoln City) may withdraw from CCWC at any time; and such party will have no further rights or obligations under this Agreement (including but not limited to having no obligation to make further payments under Article V of this Agreement). After making the election to contribute, if a Party withdraws from the CCWC, its share of construction costs will be ratably reallocated to the remaining Parties. No previous contributions of pre-construction or construction costs shall be refunded to a withdrawing Party. Neither a complete termination of this Agreement and a dissolution of the Council nor the withdrawal of any Party will terminate the obligations and liabilities, whether unconditional or contingent, liquidated or unliquidated, which have previously been incurred pursuant to this Agreement, and the Parties will continue to be liable therefore in accordance with the provisions of this Agreement.

Article XIX. Approval of Agreement and Creation of the Council

Pursuant to ORS 190.085, this Agreement will become effective only after each municipal Party enacts an ordinance and each district Party adopts a resolution ratifying the creation of CCWC. Each ordinance or resolution must include the following information:

- (a) A Declaration that the Party enacting the ordinance or resolution intends to create an intergovernmental entity to be known as the Central Coast Water Council by intergovernmental agreement;
- (b) That the effective date of the intergovernmental agreement will be the first business day following the date that the last of the original Parties to the intergovernmental agreement enacts an ordinance or resolution declaring its intent to create an intergovernmental entity known as the Central Coast Water Council;
- (c) A statement of the public purposes for which the Council is being created, which must read as follows: The Central Coast Water Council is being created to plan, construct and operate a regional water supply system by obtaining new surface water rights from Rocky Creek and constructing appropriate improvements and facilities to store and deliver water to users; and
- (d) A statement of the Council's powers, duties and functions, which must read as follows: The Central Coast Water Council will have the following powers, duties and functions: (1) To plan, construct and operate a regional water supply system by obtaining new surface water rights from Rocky Creek; (2) To issue revenue bonds to

finance construction of the water supply system; (3) If approved by the parties to the Central Coast Water Council, to create a water bank; (4) If approved by the parties to the Central Coast Water Council, to hold, lease, or otherwise manage all or some portion of the parties' existing water rights, and to otherwise facilitate the exchange of water among the Parties as permitted by law; (5) To charge fees and collect revenues from users of the water supply system; (6) To cooperatively conduct water resources planning and management; (7) To enter into contracts and agreements and to take such other actions as may be necessary or convenient to carry out the powers, duties and functions delegated to the Central Coast Water Council.

Not later than 30 days after the effective date of this Agreement, the Parties must file with the Secretary of State copies of the ordinances required under this Article XIX together with a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement, and the effective date of the agreement.

Article XX. Miscellaneous.

This Agreement will be governed by the laws of the State of Oregon.

This document constitutes the entire understanding and agreement between the parties and supersedes all prior written and oral communications, understandings, and agreements between the parties relating to the subject matter hereof.

NOW THEREFORE, following the adoption of appropriate ordinances as described in Article XIX, the Parties have executed this Agreement on the dates indicated next to their signatures.

CITY OF LINCOLN CITY

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF NEWPORT

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF YACHATS

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF WALDPART

By _____
MAYOR

DATED _____

ATTEST:

CITY OF SILETZ

By _____
MAYOR

DATED _____

ATTEST:

CITY OF TOLEDO

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

SEAL ROCK WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

KERNVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

to take such other actions as may be necessary or convenient to carry out the powers, duties and functions delegated to the Central Coast Water Council.

Not later than 30 days after the effective date of this Agreement, the Parties must file with the Secretary of State copies of the ordinances required under this Article XIX together with a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement, and the effective date of the agreement.

Article XX. Miscellaneous.

This Agreement will be governed by the laws of the State of Oregon.

If any Article or provision of this Agreement is found or determined to be invalid or unenforceable, all of the remaining Articles and provisions will remain in full force and effect.

This document constitutes the entire understanding and agreement between the parties and supersedes all prior written and oral communications, understandings, and agreements between the parties relating to the subject matter hereof.

NOW THEREFORE, following the adoption of appropriate ordinances as described in Article XIX, the Parties have executed this Agreement on the dates indicated next to their signatures.

CITY OF LINCOLN CITY

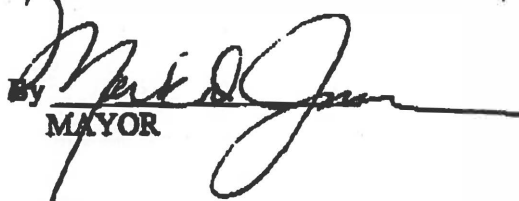
By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF NEWPORT

By 
MAYOR

DATED May 21, 2001

ATTEST:


CITY RECORDER

CITY OF DEPOE BAY

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF YACHATS

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF WALDFORT

By *[Signature]*
MAYOR

DATED 1-4-02

ATTEST:

[Signature]

CITY OF SILETZ

By _____

DATED _____

and supersedes all prior written and oral communications, understandings, and agreements between the parties relating to the subject matter hereof.

NOW THEREFORE, following the adoption of appropriate ordinances as described in Article XIX, the Parties have executed this Agreement on the dates indicated next to their signatures

CITY OF LINCOLN CITY

By [Signature]
MAYOR

DATED 9-13-01

ATTEST:

[Signature]
CITY RECORDER

CITY OF NEWPORT

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF DEPOE BAY

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF YACHATS

By _____
MAYOR

DATED _____

ATTEST:

MAYOR

ATTEST:

Renee L. Ballinger

CITY OF TOLEDO

By Sharon Bransteter
MAYOR

DATED 2/1/02

ATTEST:

CITY RECORDER

SEAL ROCK WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

KERNVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF YACHATS

By *Ken Carli*
MAYOR

DATED 2/09/01

ATTEST:

Nancy Otterson
CITY RECORDER

CITY OF WALDPOR

By _____
MAYOR

DATED _____

ATTEST:

CITY OF SILETZ

By _____
MAYOR

DATED _____

ATTEST:

CITY OF DEPOE BAY

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF YACHTS

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

CITY OF WALDPOR

By _____
MAYOR

DATED _____

ATTEST:

CITY OF SILETZ

By *Shade Ritts*
Mayor

DATED March 12, 2001

MAYOR

ATTEST:

Maria Johnson

CITY OF TOLEDO

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

SEAL ROCK WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

KERVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

CITY OF TOLEDO

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

SEAL ROCK WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

KERNVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

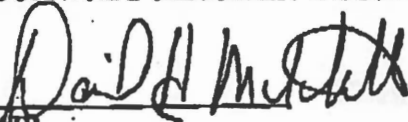
By _____
CHAIR

DATED _____

ATTEST:


SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

By 
CHAIR

DATED 2-14-01

ATTEST:


SECRETARY

CITY OF TOLEDO

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

SEAL ROCK WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

KERNVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

By *[Signature]*
CHAIR

DATED 5-10-01

ATTEST:

[Signature]
SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

By _____
CHAIR

DATED _____

MAYOR

ATTEST:

CITY OF TOLEDO

By _____
MAYOR

DATED _____

ATTEST:

CITY RECORDER

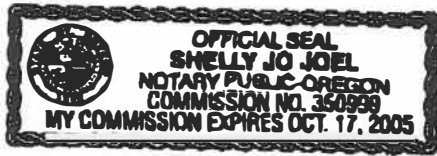
SEAL ROCK WATER DISTRICT

By *John R. Garcia*
CHAIR

DATED *14 Feb 2002*

ATTEST:

Shelly Jo Joel
SECRETARY S.R.W.D.
OFFICE SUPERVISOR



KERNVILLE, GLENEDEN BEACH, LINCOLN BEACH WATER DISTRICT

By _____
CHAIR

DATED _____

ATTEST:

SECRETARY

SOUTHWEST LINCOLN COUNTY WATER DISTRICT

11—INTERGOVERNMENTAL AGREEMENT

