AGENDA
REGULAR MEETING OF THE
CENTRAL BASIN WATERMASTER
WATER RIGHTS PANEL

PROGRESS PARK
BOARD ROOM
15500 DOWNEY AVE., PARAMOUNT, CA

THURSDAY, NOVEMBER 13, 2014
1:30 PM

1. FLAG SALUTE
2. ROLL CALL
3. PUBLIC COMMENTS
4. CONSENT CALENDAR

**Consent Calendar items will be considered and approved in one motion unless removed by a Water Rights Panel Member for discussion.**

a. WATER RIGHTS PANEL MINUTES OF OCTOBER 9, 2014
   Recommendation: Approve as submitted

b. WARRANT REGISTER
   Recommendation: Approve as submitted

**End of Consent Calendar**

5. TREASURER’S REPORT
   Toby Moore, Golden State Water Company

6. ADMINISTRATIVE BODY REPORT
   - Monthly Water Rights Activity Update
   - Draft Annual Report
   Jason Weeks, WRD
7. COMMITTEE REPORTS
   - Committee on Rules & Annual Report Coordination
     a. Adoption of Rules
   - Committee on Regional Disadvantaged Communities Incentive Program
     a. Program Update

8. WATER METER TESTING CONTRACT WITH THE DWR - status update

9. SECRETARY'S REPORT
   - Kevin Sales, KJServices Environmental Consulting

10. WRITTEN COMMUNICATIONS
    - Central Basin Municipal Water District's October 31st letter to the Metropolitan Water District

11. AGENDA ITEMS FOR NEXT MEETING

12. WATER RIGHT PANEL MEMBER COMMENTS

The next meeting of the Central Basin Watermaster Water Rights Panel will be on Thursday, December 11, 2014, 1:30 PM, Progress Park Board Room, 15500 Downey Ave., Paramount, CA 90723.
MINUTES OF THE
CENTRAL BASIN WATERMASTER
WATER RIGHTS PANEL

PROGRESS PARK
BOARD ROOM
15500 DOWNEY AVE., PARAMOUNT, CA

THURSDAY, OCTOBER 9, 2014
1:30 P.M.

The regular meeting of the Central Basin Watermaster Water Rights Panel was called to order at 1:30 pm by Chairman Glancy.

1. PLEDGE OF ALLEGIANCE

The meeting began with the Pledge of Allegiance led by Panel Member Wattier.

2. ROLL CALL

Panel Members
John Oskoui City of Downey
James Glancy City of Lakewood
Kevin Wattier City of Long Beach
Chris Cash City of Paramount
Ken Farfsing City of Signal Hill
Toby Moore Golden State Water Co.
Ken Bradbury Montebello Land & Water Co.

Also Present
Charlie Honeycutt City of Signal Hill
Dan Mueller City of Downey
Chad Blais City of Compton
Jeannie-Marie Bruno Park Water
Chris Castillo City of South Gate
Gladis Deras City of Pico Rivera
Grace Kast Grace Kast Consulting
Bill Kruse Lagerlof
Jim Markman Richards, Watson, Gershon
Jason Weeks Water Replenishment District
David Pelser City of Whittier
Desi Alvarez MCM Management
Scott Rigg City of Vernon
Chris Repp LA DWP

ITEM No. 4a
3. PUBLIC COMMENTS
No public comments were received.

4. CONSENT CALENDAR
Panel Member Wattier (Long Beach) made a motion to approve Item Nos. 4a, and 4b. Panel Member Oskou (Downey) seconded the motion. The Panel Members approved the Consent Calendar by a unanimous voice vote.

5. TREASURER’S REPORT
Panel Member Moore (Golden State Water Co.) presented the Treasurer Report.

Mr. Moore reviewed the financial report prepared by the City of Lakewood. The City’s summary report showed that the balance of the WRP’s account as of 10/2/14 is $140,426.62.

The Treasurer’s Report was received and filed by the Water Rights Panel members.

6. ADMINISTRATIVE BODY REPORT
Chairman Glancy (Lakewood) introduced Mr. Jason Weeks of the Water Replenishment District to provide an update on the status of the Administrative Body.

Mr. Weeks reported the following updates:

2014-2015 Activity

☐ Water Leases

☐ There are currently 36 leases transferring a total of 16,846 acre-feet of water rights.

☐ 30 leases, totaling 14,042 acre-feet, are with flex (i.e. 40% Carryover).

☐ 6 leases, totaling 2,804 acre-feet, are without flex.

(As of the date of the meeting, 10/9/14, there were a total of 38 lease transfers.)

ITEM No. 4a
Water Sales

- There have been 3 water rights sales to date.

- Petersburg, L.P to California Domestic Water Company
  - 373.75 acre-feet of Total Water Rights and 299.00 acre-feet of APA

- California Domestic Water Company to Forestar (USA) Real Estate Group Inc.
  - 373.75 acre-feet of Total Water Rights and 299.00 acre-feet of APA

- CECC, LLC to ECOGAS, INC.
  - 1.00 acre-foot of Total Water Rights and 1.00 acre-foot of APA

Groundwater Pumping

- August 2014 groundwater production was approximately 18,700 acre-feet, a decrease of 2.6% compared to August 2013.

Storage Activity
There are currently 21,015.51 acre-feet of water in storage, all of which are within Individual Storage Accounts; no water has been stored in Community Storage Pool. A summary of stored water is shown in the table below.

<table>
<thead>
<tr>
<th>Party</th>
<th>Quantity</th>
<th>Storage Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downey, City of</td>
<td>1,350.00</td>
<td>Individual Storage Account</td>
</tr>
<tr>
<td>Cerritos, City of</td>
<td>500.00</td>
<td>Individual Storage Account</td>
</tr>
<tr>
<td>Lakewood, City of</td>
<td>500.00</td>
<td>Individual Storage Account</td>
</tr>
<tr>
<td>Long Beach, City of</td>
<td>13,815.51</td>
<td>Individual Storage Account</td>
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<tr>
<td>Los Angeles, City of</td>
<td>4,500.00</td>
<td>Individual Storage Account</td>
</tr>
<tr>
<td>Maywood Mutual Water Company No. 3</td>
<td>300.00</td>
<td>Individual Storage Account</td>
</tr>
<tr>
<td>Whittier Union High School District</td>
<td>50.00</td>
<td>Individual Storage Account</td>
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</table>

TOTAL: 21,015.51
Through August, a total of 261.29 acre-feet of stored water have been extracted from storage in 2014-2015. All of this extraction has occurred from Long Beach's Individual Storage Account (131.46 acre-feet in July and 129.83 acre-feet in August). This extraction is reflected in the storage volumes reported above.

Through August, no water has been put into storage in 2014-2015.

Mr. Weeks closed his report stating that a draft Annual Report will be completed and forwarded to the panel Members by October 15, 2014 for review. His goal is to incorporate the Panel Members' comments into the draft Annual Report by October 31st. The draft will be finalized and will be tentatively presented to the Panel Members for approval at their November 13, 2014 meeting.

7. COMMITTEE REPORTS
   Rules and Annual Report Coordination
   Chairman Glancy and Mr. Markman, of Richards, Watson, Gershon, provided the Panel Members with an update on the development of the Panel's Rules and a resolution for their adoption. Mr. Markman stated that draft Panel Rules and a Resolution for adoption will be presented at their November 13, 2014 meeting.

   Committee on the Regional Disadvantaged Communities Incentive Program (RDCIP).
   Panel Member Farfsing (Signal Hill) presented an update on the status of the RDCIP. He stated that the next RDCIP Committee meeting is set for October 29th. He further stated that Grace Kast and Tracy Egoscue, the Water Rights Panel consultants for the development for the RDCIP, have prepared a matrix of comments received at the two workshops and via emails and comments letters, that will be reviewed and use to further refine the draft program.

   Chairman Glancy introduced an RDCIP comment letter from the City of Commerce that was presented to the Southeast Water Coalition (SEWC) at their October 2, 2014 meeting. A copy of the letter was submitted to the RDCIP Committee, without further SEWC comment, on behalf of the City of Commerce as one of its members.

   A question was received from a representative of Los Angeles Department of Water and Power at the meeting, requesting an update on the current status of the RDCIP. Panel Member Farfsing responded that the RDCIP Committee is comparing comments and developing a draft plan that meets the requirements of the 3rd Judgment but that does not exceed it or take the program into areas outside the scope of the Judgment's instructions.
8. **WATER METER TESTING CONTRACT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**
Chairman Glancy introduced this item and then turned it over to Mr. Jim Markman.

The contract for Water Meter Testing between the Water Rights panel and the Department of Water Resources (DWR) has been signed. The DWR has sent an initial list of affected water wells along with notes indicating when each had last been tested. A copy of the DWR's list was provided to each of the Panel members. The DWR is using this data to develop a schedule for the testing of the water wells and is beginning to schedule the next round of testing appointments.

9. **STATE OF THE BASIN REPORT**
Chairman Glancy introduced Mr. Ted Johnson, Chief Hydrologist for the Water Replenishment District, who provided the Panel members with an update on groundwater levels in the Central Basin. Copies of Mr. Johnson's presentation were provided to the Panel members.

The presentation included historical comparisons to Central Basin drought conditions in the past, as well as a comprehensive update on the current drought's impact. The normal 3-year average of rainwater received in the Central Basin is 43". Over the past 3 years the Basin has only received 21" of rain. Mr. Johnson described the drought's impact on groundwater levels throughout the Basin as well as the negative impact it is having on the Water Replenishment District's ability to secure water for recharge.

Panel Member Moore asked if the current drought is having an impact on the water quality of the Central Basin's groundwater. Mr. Johnson replied that so far, in spite of lowering groundwater levels, the quality of the water remains fine.

10. **SECRETARY'S REPORT**
Kevin Sales of KJServices Environmental Consulting, as the secretary for the Water Rights Panel, made the following announcement:

1. Reminded the Panel members as well as the general attendees at the meeting to sign in on the provided sign-in sheets. The sign-in sheets are used to create and maintain the Water Rights Panel email distribution list, as well as record each meeting's attendees.

12. **WRITTEN COMMUNICATIONS**
None of the Panel members reported on having received any written communications.

13. **AGENDA ITEMS FOR NEXT MEETING**
The agenda was discussed for the Water Rights Panel meeting of November 13, 2014. It was agreed that the following items would be included on the Panel's meeting agenda:

1. Treasurer's Report.
3. Committee Reports - a) Adoption of Panel Rules b) RDCIP Update from 10/29/14 Committee mtg.

15. **WATER RIGHTS PANEL MEMBER COMMENTS**
At the request of Chairman Glancy, Mr. Bill Kruse of Lagerlof, Senecal, Gosney & Kruse, provided the Panel members with an update on the status of the West Basin adjudication.

Mr. Kruse stated that the Tesoro Corporation will be withdrawing their objections to the settlement, so the West Basin Judgment will be approved by the Court. Panel Member Oskouii asked if the agenda package could be made available the Friday before the monthly meeting. This would allow additional time to review the scheduled items prior to the meeting. While the Judgment will be similar to the Central Basin settlement, it will differ in the following respects:

1. No Regional Disadvantaged Communities Incentive Program
2. Some differences in the categories of storage

The West Basin Judgment will include its own version of the Water Rights Panel.

16. **ADJOURNMENT**
The meeting adjourned at 2:22 pm.

__________________________
CHAIRMAN

ATTEST:

__________________________

ITEM No. 4a
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<td>General Legal Services to the Water Rights Panel - through Sept. 30, 2014</td>
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<td>11/5/2014</td>
<td>$1,160.00</td>
<td>Administrative Services KServices Eny. Incentive Program (RD4CIP)</td>
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<tr>
<td>11/4/2014</td>
<td>$4,162.50</td>
<td>Regional Disadvantaged Communities 10803 Eagosue Law Group</td>
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</table>

November 13, 2014

Invoice Register

Water Rights Panel

Central Basin Watermaster
Egoscue Law Group

3777 Long Beach Boulevard Suite 280
Long Beach, California 90807
Phone: 562.988.5978 | Fax: 562.988.5802

Account Statement

Prepared for Central Basin Water Rights Panel
Re: RDCIP

<table>
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<tr>
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<td>Last Payment Received</td>
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<td>Previous Balance</td>
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<td>Current Charges</td>
<td>$4,162.50</td>
</tr>
<tr>
<td>Total Due</td>
<td>$14,031.25</td>
</tr>
</tbody>
</table>
Egoscue Law Group

3777 Long Beach Boulevard Suite 280
Long Beach, California 90807
Phone: 562.988.5978 | Fax: 562.988.5802

Central Basin Water Rights Panel
James Glancy
5050 Clark Avenue
Lakewood, CA 90712

Invoice Date: November 04, 2014
Invoice Number: 10803
Invoice Amount: $4,162.50

Matter: RDCIP

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<tr>
<th>Date</th>
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<th>Attorney</th>
<th>Hours</th>
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<tr>
<td>10/1/2014</td>
<td>Meeting with Assemblymember Rendon and A. Brandt regarding RDCIP</td>
<td>T.J.E.</td>
<td>1.00</td>
<td>$250.00</td>
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<tr>
<td>10/3/2014</td>
<td>Review various emails among Ad Hoc Committee regarding Commerce comments;</td>
<td>T.J.E.</td>
<td>.50</td>
<td>$125.00</td>
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<tr>
<td></td>
<td>teleconference with G. Kast regarding status of RDCIP development and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>response to comments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/9/2014</td>
<td>Review revised RDCIP in response to Ad Hoc Committee comments with edits and</td>
<td>T.J.E.</td>
<td>1.25</td>
<td>$312.50</td>
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<tr>
<td></td>
<td>comments made to same; conference with T. Torres regarding additional edits</td>
<td></td>
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<tr>
<td>10/10/2014</td>
<td>Review T. Egoscue's comments on Draft RDCIP, begin edits and revisions to</td>
<td>T.A.T.</td>
<td>3.25</td>
<td>$243.75</td>
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<td></td>
<td>Draft RDCIP</td>
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<td>10/14/2014</td>
<td>Review and revise draft RDCIP in preparation for Ad Hoc Committee meeting</td>
<td>T.A.T.</td>
<td>1.50</td>
<td>$112.50</td>
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<tr>
<td>10/15/2014</td>
<td>Review of revised draft RDCIP with additional edits</td>
<td>T.J.E.</td>
<td>2.50</td>
<td>$625.00</td>
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<tr>
<td></td>
<td>Outreach meeting with Assemblymember Garcia with related conferences with G.</td>
<td>T.J.E.</td>
<td>1.50</td>
<td>$375.00</td>
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<td></td>
<td>Kast and T. Torres; review revised draft RDCIP with additional edits</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>made to same and submittal to G. Kast for review</td>
<td></td>
<td></td>
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<td>10/24/2014</td>
<td>Revise draft RDCIP to include a RDCIP Coordinator section</td>
<td>T.A.T.</td>
<td>.25</td>
<td>$18.75</td>
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<td>Meeting with Ad Hoc Committee to review revised draft RDCIP</td>
<td>T.J.E.</td>
<td>2.00</td>
<td>$500.00</td>
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<td>10/29/2014</td>
<td>RDCIP Ad Hoc committee meeting</td>
<td>T.A.T.</td>
<td>2.00</td>
<td>No Charge</td>
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<tr>
<td>10/30/2014</td>
<td>Review various emails regarding extension request and legal counsel</td>
<td>T.J.E.</td>
<td>.25</td>
<td>$62.50</td>
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<td></td>
<td>preparation of declaration</td>
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<td></td>
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<tr>
<td>10/31/2014</td>
<td>Review RDCIP Ad Hoc committee meeting notes; review and revise draft</td>
<td>T.A.T.</td>
<td>1.25</td>
<td>$93.75</td>
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<td></td>
<td>RDCIP to include edits from RDCIP Ad Hoc committee</td>
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</table>
SUBTOTAL: 17.25 $2,718.75

Costs
10/31/2014 Grace Kast Consulting $1,443.75
SUBTOTAL: $1,443.75

TOTAL: $4,162.50
PREVIOUS BALANCE DUE: $9,868.75
CURRENT BALANCE DUE AND OWING: $14,031.25
# Grace J. Kast
1186 5th Street  
Norco, CA 92860  
626.485.0338  grace.gkconsult@gmail.com

**Invoice No.** 14-ELG-4  
**To:** Egoscue Law Group  
**For:** For Professional Services Related to the Development of the RDCIP  
**Date:** November 4, 2014

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<tr>
<td>3-Oct</td>
<td>0.5</td>
<td>N/C</td>
<td>Emails with Ad Hoc Committee Regarding Commerce Letter</td>
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<tr>
<td>9-Oct</td>
<td>1.25</td>
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<td>Attend WRP Meeting; Communications with Ad Hoc Committee Regarding Next Meeting</td>
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<tr>
<td>16-Oct</td>
<td>0.75</td>
<td>0.75</td>
<td>Review of Revised Draft RDCIP</td>
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<tr>
<td>20-Oct</td>
<td>1.5</td>
<td>1.25</td>
<td>Review and Revisions of Revised Draft RDCIP; Distribute Committee Notes, Revised Draft RDCIP and Email Regarding Next Committee Meeting</td>
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<tr>
<td>23-Oct</td>
<td>1.5</td>
<td>1.5</td>
<td>Ad Hoc Committee Meeting to Review Revised Draft RDCIP</td>
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<tr>
<td>30-Oct</td>
<td>0.75</td>
<td>0.75</td>
<td>Brief telecon w/legal counsel in preparation for Declaration conference call on 10/31; begin work on updating timeline</td>
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<tr>
<td>31-Oct</td>
<td>3</td>
<td></td>
<td>Conference call w/legal counsel regarding Court Declaration; revisions/updates/review to schedule for RDCIP approval</td>
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</tbody>
</table>

**TOTAL HOURS:** 5.25  
**TOTAL CHARGED:** 8.25

**HOURLY RATE:** $175.00  
**TOTAL DUE:** $1,443.75

Please make check payable to: Grace J. Kast and remit payment to address above.  
Thank you!
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<thead>
<tr>
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<tr>
<td>Administrative support for October 2014. - Kevin Sales</td>
<td>13</td>
<td>80.00</td>
<td>1,040.00</td>
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<td>Administrative support for October 2014. - Aliah Meza</td>
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<td>80.00</td>
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Thank you for your business.

Total $1,160.00
# KJServices Environmental Consulting - Consulting services Summary

Starting: 10/1/2014 | Ending: 10/31/2014 | Client: Central Basin Water Rights Panel | Consulting services: All | User: All | Account Manager: All | Activity Type: All | Expense Type: All

<table>
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<tr>
<th>Date</th>
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<th>Description</th>
<th>Rate/Unit Price</th>
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<td>10/02/2014</td>
<td>Kevin Sales</td>
<td>Work on agenda for meeting on October 9th.</td>
<td>$60.00/hr</td>
<td>2.00</td>
<td>2.00</td>
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<td>10/09/2014</td>
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<td>Prepare agenda package for October 9th meeting.</td>
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<td>10/07/2014</td>
<td>Aliah Meza</td>
<td>Upload October 9th Agenda Meeting packet to CBWatermaster website.</td>
<td>$60.00/hr</td>
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<td>Update the Search Engine Optimization for the pages in CBWatermaster website.</td>
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**Total Labor For Administrative Services**

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<th>Description</th>
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<tbody>
<tr>
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<td>14.50</td>
<td>$1,160.00</td>
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**Total Expense For Administrative Services**

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<tbody>
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**Total For Administrative Services**

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**Total Labor For Central Basin Water Rights Panel**

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<th>Description</th>
<th>Labor Time</th>
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<tr>
<td>Total</td>
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**Total Expense For Central Basin Water Rights Panel**

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**Total For Central Basin Water Rights Panel**

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Total</td>
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**Grand Total Labor**

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**Grand Total Expenses**

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<tr>
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**Grand Total**

<table>
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<th>Amount</th>
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<tbody>
<tr>
<td>Grand Total</td>
<td>$1,160.00</td>
</tr>
</tbody>
</table>
Central Basin Water Rights Panel
C/o James Clancy
City Of Lakewood
505 Clark Avenue
Lakewood, CA 90710

Re: 12902-0001 General Legal Services to Water Rights Panel

For professional services rendered through September 30, 2014:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/18/14</td>
<td>JLM E-mails and telephone calls on contracting problems (SCE and State of California)</td>
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</tr>
<tr>
<td>08/19/14</td>
<td>JLM Telephone call to deputy attorney general and SCE on contracting with the panel</td>
<td>.50</td>
</tr>
<tr>
<td>08/22/14</td>
<td>JLM E-mail to A.O.M. panel capacity to contract; begin work on panel rules</td>
<td>.70</td>
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<tr>
<td>08/29/14</td>
<td>JLM Review documents for drafting of rules and regulations</td>
<td>2.70</td>
</tr>
<tr>
<td>09/03/14</td>
<td>JLM Continue work on rules, including review of judgment</td>
<td>1.10</td>
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<tr>
<td>09/04/14</td>
<td>JLM Work on rules and regulations</td>
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<tr>
<td>09/05/14</td>
<td>JLM Draft rules and regulations</td>
<td>2.50</td>
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<tr>
<td>09/09/14</td>
<td>JLM Continue drafting panel operational rules</td>
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<td>09/12/14</td>
<td>JLM E-mails on agenda item and panel rules</td>
<td>.50</td>
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<tr>
<td>09/15/14</td>
<td>JLM Review agenda materials for September 18 meeting</td>
<td>.60</td>
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<tr>
<td>09/16/14</td>
<td>JLM Work on DWR contract; telephone call to Mr. Glancy Thersom</td>
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<tr>
<td>09/17/14</td>
<td>JLM E-mails on DWR meter contract</td>
<td>.20</td>
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<tr>
<td>09/18/14</td>
<td>JLM Telephone calls on DWR contract; attend panel meeting in paramount</td>
<td>3.50</td>
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<tr>
<td>09/23/14</td>
<td>JLM Provide draft of panel rules to committee</td>
<td>2.20</td>
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</table>
09/29/14  JIM  REVIEW NEW MATERIALS FOR DWR CONTRACT PROVIDED BY DWR  .30

Total Hours  19.70

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<tr>
<th>Timekeeper</th>
<th>Hours Worked</th>
<th>Rate Per Hour</th>
<th>Fee Amount</th>
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<tr>
<td>JL HARRMAN</td>
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<td>$350.00</td>
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Client Costs Advanced:

09/17/14  MILEAGE - JAMES L. HARRMAN - 9/17/14  $24.64

Total Client Costs Advanced  $24.64

Current Legal Fees .......................................................... $6,895.00
Current Client Costs Advanced ............................................. $24.64
Total Current Fees and Costs ............................................. $6,919.64
October 17, 2014
Invoice # 198340

CENTRAL BASIN WATER RIGHTS PANEL
C/o James Clancy
City Of Lakewood
585 Clark Avenue
Lakewood, CA 90710

Re: 12902-0001 GENERAL LEGAL SERVICES TO WATER RIGHTS PANEL

<table>
<thead>
<tr>
<th>Current Legal Fees</th>
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<tbody>
<tr>
<td>Current Client Costs Advanced</td>
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<tr>
<td><strong>TOTAL CURRENT FEES AND COSTS</strong></td>
<td><strong>$6,919.64</strong></td>
</tr>
</tbody>
</table>

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

LOS ANGELES | ORANGE COUNTY | SAN FRANCISCO | TEMECULA
CENTRAL BASIN WATER RIGHTS PANEL
AGENDA REPORT

Date: November 13, 2014
To: Central Basin Water Rights Panel
From: Toby Moore, Treasurer, Golden State Water Company

Subject: Treasurer's Report

Recommendation:
Update and discussion.

Discussion:
The attached report is a summary of receivables and payables from the CBWRP Trust account. The update is provided by the City of Lakewood which is currently providing financial services support for the Water Rights Panel.

Attachment(s):
1. City of Lakewood Financial Report
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Check #</th>
<th>Date Paid</th>
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<tbody>
<tr>
<td>Legal Services - 9/4/2014-9/30/14</td>
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<td>Signature Stamp (incl. tax &amp; shipping)</td>
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<tr>
<td>10/14/2014-60075</td>
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<tr>
<td>11/3/2014</td>
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<td>WEMS, Inc.-Florence Properties</td>
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Balance as of 11/05/14

Treasurer's Report

Central Basin Water Rights Panel
Balance as of 10/02/14

<table>
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<tr>
<th>Vendor Services - 8/4/14-8/28/14</th>
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<tbody>
<tr>
<td>Description</td>
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<td>-------------</td>
</tr>
<tr>
<td>Legal Services</td>
</tr>
<tr>
<td>Admin Support August 2014</td>
</tr>
<tr>
<td>Deposits</td>
</tr>
<tr>
<td>10/02/14</td>
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<tr>
<td>10/2/2014</td>
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<tr>
<td>8/14/2014</td>
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Balance forwarded from CBA on 9/4/14

OCT 8, 2014

treasurer's report
Central Basin Water Rights Panel
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<tr>
<th>Payer</th>
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<td>Hathaway, William and Elizbeth</td>
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<td>$4.00</td>
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<tr>
<td>Jdad Enterprises</td>
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<td>Kotake, Masao</td>
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<td>Majestic Management</td>
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<td>Maywood Mutual Water Co #1</td>
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<td>Oltmans Construction Co</td>
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<td>Simmons, Alice</td>
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<td>Testamentary Trust</td>
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<td><strong>TOTAL 8/14/2014</strong></td>
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<td><strong>$20,404.00</strong></td>
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<p>| AAF Auto Club of Southern Cal                       | 14190        |       | $6.00   |
| Aqua Capital Management LP                          | 7351         |       | $3,110  |
| Artesia Cemetery District                           | 4170         |       | $12     |
| Bellflower-Somerset Mutual Water                    | 16415        |       | $4,312.00 |
| Central Basin Municipal Water                       | 12470        |       | $50.00  |
| City of Bell Gardens                                | 2604         |       | $1,914  |
| City of Norwalk                                     | 127473       |       | $2,273.00 |
| City of Whittier                                    | 249080       |       | $895.00 |
| Clover D. Company                                   | 1166         |       | $2.00   |
| Coast Packing Company                               | 55408        |       | $530.00 |
| Corning Trust                                       | 122          |       | $3.00   |
| Ecogas, Inc                                         | 2214         |       | $1.00   |
| Hathaway, Loline                                    | 1878         |       | $4      |
| Hathaway, Richard                                   | 211          |       | $4.00   |
| Joseph, Christine and Chris                         | 5022         |       | $2.00   |
| La Habra Heights County Water                       | 39044        |       | $2,646.00 |
| Little Lake Cemetery District                       | 18561        |       | $14.00  |
| Long Beach Area Council                             | 12550        |       | $1.00   |
| Lussman                                             | 333230785    |       | $7.00   |
| Lynwood Park Mutual Water Co.                       | 2438         |       | $222.00 |
| Maywood Mutual Water Co #2                          | 6142         |       | $912.00 |
| Maywood Mutual Water Co #3                          | 16718        |       | $1,407.00 |
| Nancy Dee Living Trust                              | 281          |       | $4.00   |
| Orchard Dale Water District                         | 18870        |       | $1,254.00 |
| Park Water Company                                  | 47422        |       | $707.41 |
| Petersburg LP                                       | 1023         |       | $1.00   |
| Saint John Bosco High School                        | 17000        |       | $42.00  |</p>
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<td>California Domestic Water Co</td>
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<td>City of Montebello</td>
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<td>City of Pico Rivera</td>
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<td>City of Vernon</td>
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<td>Dairyman's Hide Co, Inc</td>
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<td>El Rancho USD</td>
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<td>Emoto, Hideko</td>
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<td>Lunday Thagard Company</td>
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<td>Pico Water District</td>
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<td>Puente Basin Water Agency</td>
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<td>The Roman Catholic Archbishop</td>
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<td>Tract 349 Mutual Water Co</td>
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<td>Walnut Park Mutual Water Co</td>
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<td>Mary Mitsuuchi</td>
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<td>City of South Gate</td>
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<td><strong>TOTAL 10/2/2014</strong></td>
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<td><strong>$11,734.00</strong></td>
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CENTRAL BASIN WATER RIGHTS PANEL
AGENDA REPORT

Date: November 13, 2014
To: Central Basin Water Rights Panel
From: Jason Weeks, Water Replenishment District

Subject: Administrative Body Report

Recommendation:

1. Receive and File the Monthly Water Rights Activity.


Discussion:

1. 2014-2015 Water Rights Activity

   • Leases

      o There are currently 39 leases transferring a total of 19,146 acre-feet of water rights.

         □ 33 leases, totaling 16,342 acre-feet, are with flex (i.e. 40% Carryover).

         □ 6 leases, totaling 2,804 acre-feet, are without flex.

   • Sales

      o There have been 4 water rights sales to date.

         □ Petersburg, L.P to California Domestic Water Company

         □ 373.75 acre-feet of Total Water Rights and 299.00 acre-feet of APA

         § California Domestic Water Company to Forestar (USA) Real Estate Group Inc.

ITEM No. 6
373.75 acre-feet of Total Water Rights and 299.00 acre-feet of APA

CECC, LLC to ECOGAS, INC.

1.00 acre-feet of Total Water Rights and 1.00 acre-feet of APA

Atkinson Brick Company to LA Brickyard, LLC

11.00 acre-feet of Total Water Rights and 9.00 acre-feet of APA

- Groundwater Pumping
  - September 2014 groundwater production was approximately 18,200 acre-feet.

2014-2015 Storage Activity

There is currently 20,891.71 acre-feet of water in storage, all of which is within Individual Storage Accounts; no water has been stored in the Community Storage Pool. A summary of stored water, as of September 2014, is shown in the table below.

<table>
<thead>
<tr>
<th>Party</th>
<th>Quantity</th>
<th>Storage Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downey, City of</td>
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</tr>
<tr>
<td>Cerritos, City of</td>
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<td>Individual Storage Account</td>
</tr>
<tr>
<td>Lakewood, City of</td>
<td>500.00</td>
<td>Individual Storage Account</td>
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<tr>
<td>Long Beach, City of</td>
<td>13,691.71</td>
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</tr>
<tr>
<td>Los Angeles, City of</td>
<td>4,500.00</td>
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<tr>
<td>Maywood Mutual Water Company No. 3</td>
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</tr>
<tr>
<td>Whittier Union High School District</td>
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<td>Individual Storage Account</td>
</tr>
</tbody>
</table>

**TOTAL** 20,891.71

ITEM No. 6
Through September, a total of 385.09 acre-feet of stored water has been extracted in 2014-2015. All of this extraction has occurred from Long Beach's Individual Storage Account and is reflected in the volumes reported above.

Through September, no water has been put into storage in 2014-2015.


The Central Basin Watermaster Service Area overlies about 227 square miles of the Central Basin (Basin) in southeastern Los Angeles County. Figure 1 shows the location and boundaries of the Central Basin Watermaster Service Area. The Watermaster Service Area is bounded by the Newport-Inglewood Uplift on the southwest, the Los Angeles-Orange County line on the southeast, and an irregular line that approximately follows Stocker Street, Martin Luther King Boulevard, Alameda Street, Olympic Boulevard, the boundary between the City of Los Angeles and unincorporated East Los Angeles, and the foot of the Merced Hills and Puente Hills on the north. Twenty-three incorporated cities and several unincorporated communities are found within the Watermaster Service Area. Groundwater from the Basin provides a substantial portion of the water supply needed by the residents, businesses, and industries in the area overlying the Basin.

More than 60 years ago, groundwater overdraft and declining water levels in the Basin threatened the area's groundwater supply and caused the intrusion of sea water into the southern part of the Basin. However, timely legal action and adjudication of the water rights halted the overdraft and helped to prevent further damage to the Basin. Since that time, groundwater extraction from the Basin is limited to the amounts set by a Superior Court Judgment and is monitored by a Court appointed Watermaster.

The Watermaster assists the Court in the administration and enforcement of the provisions of the Judgment. Among other duties, the Watermaster monitors extractions and reports significant water-related events in the Basin to the Court and to the parties to the Judgment. The activities of the Watermaster are key components for the effective management of the groundwater resources of the Basin.

This report, which is required by the Judgment, summarizes the activities of the Watermaster, the conditions of the groundwater supply, and the quantities of water used in the area overlying the Basin and for the replenishment of the Basin; it also includes a financial report for the 2013-2014 fiscal year.
This report is prepared by the Administrative Body for consideration and approval by the Water Rights Panel pursuant to Section II A(3) of the Third Amended Judgment. This 2013-2014 Report

Attachment(s):
Date: November 13, 2014
To: Central Basin Water Rights Panel
From: Ken Bradbury - Montebello Land & Water Co., Ken Farfsing - City of Signal Hill

Subject: Committee Updates

Recommendation:

1. Review and approve the proposed Water Right Panel Rules.

2. Update and discussion of the Regional Disadvantaged Communities Incentive Program (RDCIP).

Discussion:
Panel Member Ken Bradbury and members of the Rules and Annual Report committee will present the proposed draft rules for the Water Rights Panel along with a Resolution for their approval.

Panel Member Farfsing and members of the Regional Disadvantaged Communities Incentive Program committee and their consultant team will report on the status of the development of the Regional Disadvantaged Communities Incentive Program (RDCIP).

Attachment(s):
1. Rules of the Central Basin Water Rights Panel
3. RDCIP Schedule
Regional Disadvantaged Community Inventive Program Schedule

Tue Jul 29, 2014

12pm  Project Start

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Mon Aug 4, 2014

10am  RDCIP Ad Hoc Comm Conf Call

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Aug 14, 2014

1:30pm  Water Rights Panel Meeting

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Aug 21, 2014

10am  Workshop #1 - Cudahy

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Sep 4, 2014

10am  Workshop #2 - Norwalk

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Sep 11, 2014

12pm  Release Draft #1 to Ad Hoc Comm

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Sep 18, 2014

1:30pm  Water Rights Panel Meeting

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Sep 25, 2014

9am  Ad Hoc Comm Mtg to Review Draft #1

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Oct 9, 2014

1:30pm  Water Rights Panel Meeting

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast
Regional Disadvantaged Community Inventive Program Schedule

Mon Oct 20, 2014

2 pm Release of RDCIP Draft #2 to Ad Hoc Committee
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Wed Oct 29, 2014

12 pm Ad Hoc Comm to Review Draft #2
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Nov 13, 2014

1:30 pm Water Rights Panel Meeting
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Wed Nov 19, 2014

12 pm Ad Hoc Comm to Review Draft #3
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Fri Dec 5, 2014

12 pm Post Draft RDCIP on Website
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

12 pm Release Draft RDCIP to Water Rights Panel
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Tue Dec 9, 2014

All day Tentative Request to the Court for Time Extension
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

Thu Dec 11, 2014

1:30 pm Water Rights Panel Discussion/Input of Draft RDCIP
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast

1:30 pm Water Rights Panel Meeting
Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast
Regional Disadvantaged Community Inventive Program Schedule

Thu Jan 8, 2015

1:30pm  
Tentative Release of Draft RDCIP & Opening of 45 day Comment Period  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Thu Feb 12, 2015

1:30pm  
Water Rights Panel Meeting  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Sat Feb 21, 2015

12pm  
Close Comment Period on Draft RDCIP  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Thu Mar 12, 2015

1:30pm  
Water Rights Panel Meeting  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

1:30pm  
Water Rights Panel Review of Comments on Draft RDCIP  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Thu Apr 9, 2015

1:30pm  
Water Rights Panel Approval of RDCIP  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Thu May 14, 2015

1:30pm  
Water Rights Panel Meeting  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast

Thu Jun 11, 2015

1:30pm  
Water Rights Panel Meeting  
Calendar: Regional Disadvantaged Community Inventive Program Schedule  
Created by: Grace Kast
Regional Disadvantaged Community Inventive Program Schedule

Tue Jun 23, 2015

All day Court Review and Approval

Calendar: Regional Disadvantaged Community Inventive Program Schedule
Created by: Grace Kast
RESOLUTION NO. 2014-1

A RESOLUTION OF THE CENTRAL BASIN WATER RIGHTS PANEL ADOPTING RULES FOR ITS OPERATION.

A. Recitals.

(i) On December 18, 2013, the Court granted a motion to approve a Third Amendment Judgment in Central and West Basin Water Replenishment District v. Adams, et al., Los Angeles County Superior Court Case No. 786,656 ("the Judgment" hereinafter), an adjudication by which groundwater production and related matters in the Central Basin of Los Angeles County are administered.

(ii) The Judgment established the Panel as an agent of the Court and constituent member of the Watermaster, with prescribed functions, duties and decision making capacity and, in Section II.B, specifically requires that this Panel “…shall develop rules for its operation consistent with this Judgment.”

(iii) The purpose of this Resolution is to adopt the operational rules attached hereto as Exhibit "A."

B. Resolution.

NOW, THEREFORE, it hereby is found, determined and resolved by the Central Basin Water Rights Panel as follows:

1. The facts stated in the Recitals, Part A, of this Resolution are true and correct.

2. Those rules attached hereto as Exhibit “A” hereby are adopted and shall control the operations of this Panel.

3. The Secretary to this Panel shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this ___ day of __________, 2014.

James B. Glancy, Chairman

I, ______________, Secretary of the Central Basin Water Rights Panel, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Central Basin Water Rights Panel, held on the ___ day of __________, 2014, by the following vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:
ABSTAINED: BOARDMEMBERS:

ATTEST: ______________, Secretary
RULES OF
CENTRAL BASIN WATER RIGHTS PANEL
(As adopted by Resolution No. ______, adopted ________, 2014.)

The definitions set forth in the Third Amended Judgment in Los Angeles County
Superior Court Civil Action No. 786656, entitled “Central and West Basin Water Replenishment
District v. Charles E. Adams, et al.” (Judgment herein), are used herein with the same meanings.

1. Consistency with Judgment. These Rules shall be construed consistent with the
Judgment. In the event of a conflict between these Rules and the Judgment, the Judgment shall
prevail.

2. Scope of Authority. The Panel’s duties and authority shall be limited to that
identified in the Judgment. The Panel shall not address matters outside the scope of its duties
and authority as identified in the Judgment.

3. Offices and Records. The Panel’s records shall be maintained at its offices,
currently located at:

   City of Lakewood
   5050 Clark Avenue
   Lakewood, California 90712

   Said records shall be available for inspection by any party to the Judgment during
regular business hours. Copies of said records may be had upon payment of the costs of the
duplication thereof and of any preparation costs pertaining thereto.

4. Meetings.

   a) Regular Meetings. Regular meetings of the Panel shall be held at 1:30
   p.m. on the second Thursday of each and every month in the Board Room at Progress Park,
15500 Downey Avenue, Paramount, California, or at such time and place as otherwise determined by the Panel by resolution.

b) **Special Meetings.** Special meetings of the Panel may be called at any time by the Chair or by any four (4) members of the Panel, by written notice in compliance with the Judgment. The calling notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at any such meeting. The notice shall be provided to each Panel member and each Central Basin Water Rights holder who has requested a copy of special meeting notices at least 24 hours before the time set for the commencement of that meeting.

c) **Adjournment.** Any meeting of the Panel may be adjourned to a time and place specified in the Order of Adjournment. Less than a quorum of the Panel or the Panel’s Secretary may so adjourn from time to time. A copy of the Order or Notice of Adjournment shall be conspicuously posted on or near the door of the place where the meeting was held or to be held, within twenty-four (24) hours after the adoption of the Order of Adjournment.

d) **All Panel meetings shall be open to all Central Basin Water rights holders.**

e) **The Agenda for all regular meetings of the Panel shall be posted on the Panel’s website upon the completion of that Agenda and a copy thereof together with all then available materials pertaining to agenda items shall be provided to each Panel member and each Central Basin Water rights holder who has requested a copy of regular meeting agendas and provided an email address to the Panel at least 72 hours before the time set for commencement of that meeting. The proposed agenda shall be circulated to all Panel members for review and comment at least three (3) days prior to publication of the final agenda.
5. Terms of Office: Staggered Terms. The initial full term of Panel members City of Lakewood, City of Paramount and City of Signal Hill shall end on June 30, 2016. The initial full term of Panel members City of Downey, Golden State Water Co., and City of Long Beach shall end on June 30, 2018. Terms thereafter shall end on the fourth anniversary of the end of the previous full term. Elections shall be held to fill seats, in the manner specified in the Judgment. As provided therein, the term initially applicable to Montebello Land & Water Co. shall be at the pleasure of the Small Water Producers Group, except as otherwise specified in the Judgment. Elections shall be conducted by mail ballot.

6. Quorum of Panel, Necessary Votes for Action and Roll Call of Votes. Four (4) members of the Panel shall constitute a quorum for the transaction of its affairs. Action by the affirmative vote of a majority of the entire Panel shall constitute action by the Panel.

Any member of the Panel may request a roll call vote on any question or motion considered and the ayes and noes thereon shall be recorded in the minutes of the meeting.

7. Agenda of Panel Meetings. Any party requesting that a matter be considered by the Panel for action thereon shall request the same in writing directed to the Panel’s Chair for inclusion on the Agenda of the next scheduled meeting to be held at least ten (10) days after receipt of said request.

8. Rules for Conduct of Meetings. The conduct of Panel meetings shall follow the Rules contained in Appendix “A” hereto and, without consent of the Panel, the priorities of Panel business shall be that stated in the Agenda for a particular meeting.

9. Organization of the Panel.

a) Appointments. At its first meeting of an Administrative Year following the conclusion of the two year term of its officers, the Panel shall elect a Chair, Vice Chair and
Treasurer from its membership. It shall also select a Secretary and may select such assistants as may be appropriate, any of whom may, but need not be, members of the Panel. The Panel also may establish subcommittees as it deems necessary. If a Panel officer is replaced by action of an entity, the Panel shall fill the vacancy in the office at its next regular meeting.

b) Duties. The duties of any officer selected pursuant to subsection (a) are limited to the powers of the Panel pursuant to the Judgment. No Panel member, including any Panel officer, shall sign any document or assert any position on the Panel’s behalf unless specifically authorized by the Panel and consistent with the Panel’s duties and authority as identified in the Judgment.

10. Minutes. Minutes of all Panel meetings shall be kept by the Secretary, or, in the absence of the Secretary, by any other Panel officer designated by the Chair. The minutes shall reflect all actions taken. Draft copies thereof shall be furnished to any party who files a request therefor in writing with the Panel. Said draft copies of minutes shall constitute notice of any Panel action therein reported and failure of a party herein to request copies thereof shall constitute his waiver of notice. Minutes shall be retained as Panel records for a minimum of two years.

11. List of Designees. The Panel shall utilize the then current list of party designees to receive notices under the Judgment maintained by the Administrative Body. That list shall determine the person to whom and the address at which all notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon that party or delivered to that party are to be so served or delivered by the Panel.

12. Service Upon and Delivery to Parties of Various Papers. Service on the parties to the Judgment directed to their Designees shall be made by first class mail, postage prepaid,
addressed to the designee and at the address designated for that purpose or by mail as provided in accordance with section 4.e of these Rules. A designee may provide an email address in lieu of a mail address by providing that email address to the Panel and requesting to receive all further notices from the Panel by email.

13. **Election of Producer Representatives.**

a) **Notice and Ballots.** On or before March 1 of an Administrative Year in which the term of the Panel member which is elected by a vote of holders of Allowed Pumping Allocation will expire, any and all nominations for that Panel member shall be provided to the Panel on a form prescribed therefore. The Panel shall annually give sixty (60) days notice to all parties that an election shall be held at the Panel’s regularly scheduled meeting in May of each Administrative Year for the purpose of electing Producer representatives to the Panel whose terms expire on June 30 of that Administrative Year in accordance with section II.B. of the Judgment. A ballot meeting the criteria set forth in 13.b below shall be provided together with the notice.

b) **Voting.** Election of Panel members shall be by voting in accordance with section II.B of the Judgment from the categories therein prescribed. Those categories are: one member from the Small Water Producers Group (now Montebello Land and Water Co.), one member elected by Parties with Allowed Pumping Allocation of less than 5,000 acre-feet who is not a member of the Small Water Producers Group (now the City of Signal Hill), or two members if the Small Water Producers Group does not then qualify, one member elected by Parties with Allowed Pumping allocation of at least 5,000 acre-feet, but less than 10,000 acre feet (now the City of Lakewood), three members elected by Parties with Allowed Pumping allocation of 10,000 acre-feet or more (now the City of Downey, Golden State Water Company
and the City of Long Beach) and one member elected by all Parties holding Allowed Pumping Allocation (now the City of Paramount). Each submitted ballot form shall list the Producer and designee casting the vote, the Producer’s voting category and the names of the nominees for whom the votes have been cast.

c) Conduct of Elections. Prior to the canvassing of votes at the Panel’s May meeting, the Chair shall appoint tellers to conduct the election. Such tellers may include any member of the Panel’s staff to monitor the canvassing and counting of votes. Ballots may be submitted to the Panel’s Secretary at any time prior to the May meeting up to the time when the canvassing of the votes is considered in accordance with the meeting Agenda. The tellers shall collect the ballots from the Secretary, retire to tabulate the votes, and promptly report the results of the election to the parties present at the meeting.

(1) In the event there is a challenge to the declared election results, the Panel shall appoint three (3) Producer parties as election inspectors who shall recount the election ballots and immediately certify the results of such election to the Panel and others present at the election.

(2) In the event of a tie vote, the person elected shall be chosen by lot at the meeting.

d) Court Confirmation. The Panel member election results shall promptly be certified to the Court, which will in ordinary course confirm the same by an appropriate order appointing said members.

14. Vacancy on the Panel and Replacement. In the event of a vacancy on the Panel of a member who is a natural person, a successor shall be elected at a special meeting of the Panel to be called by the Panel within thirty (30) days of the vacancy occurring. The appropriate ballot
shall be distributed to the Producers having voting rights on the vacant position. The election of the successor Panel member shall be conducted in accordance with section 12 of these Rules and Regulations. Any representative of a Panel member which is a public or privately held entity shall be replaced by action of that entity.

15. **Panel Action Subject to Court Review.** Actions of the Panel shall be subject to review by the Court in accordance with sections II.E. or IV.Q. of the Judgment. The Chair and legal counsel selected by the Panel shall represent the Panel before the Court.

16. **Water Measuring Devices and Meter Test Program.** Parties producing water pursuant to the Judgment shall, pursuant to these uniform rules, install and maintain in good operating condition, a: the cost of each such party, such necessary water measuring devices or meters as may be appropriate. Any such measuring device is subject to such inspection and testing as the Panel may, from time to time, deem necessary. In the event that an appointment is arranged between the Panel’s agent for testing meters and a Producer, but the Producer does not appear at the appointment in order to implement the testing, that Producer shall be obligated to reimburse the Panel for any costs charged by the Panel’s agent for appearing at the appointed time. Upon testing, the meters shall be sealed by the Panel’s agent and remain so sealed. The Panel will conduct a formal meter-testing program to help the parties accurately report their production. The Panel intends to test every meter under its jurisdiction at least once every two (2) years.

a) **Wells.** Water wells shall be equipped with a positive displacement, velocity impeller, venturi, orifice-type or electromagnetic flow meter with a totalizer. The totalizer on positive displacement, velocity impeller, venturi and orifice-type meters shall be correctable only by changing mechanical gear equipment. Producers using electromagnetic flow
meters shall ensure that electronic access to meter data is user-defined and password-protected to prevent unauthorized resetting of the totalizer. Additionally, all wells equipped with electromagnetic flow meters shall also have a run-hour meter installed to provide verification of production in the event the totalizer is inappropriately or accidentally reset or its accuracy is otherwise disputed. The meter shall be accessible and installed according to good design practices. Panel personnel shall assist any party having any question as to installation requirements.

b) **Calibrated Test Equipment.** The Panel or its approved meter tester will maintain a complete line of carefully calibrated test equipment. This equipment is the standard with which all water meters must be compared. The tolerance for each meter is plus (+) or minus (-) five percent (5%) of the standard.

c) **Repair or Replacement of Inaccurate Meters.** Defective or inaccurate meters must be repaired within thirty (30) days of receipt of notice thereof from the Panel by the Producer at the Producer’s cost.

d) **Interim Meter Tests.** Should a Producer discover that the meter which measures the water production from the Producer’s well is measuring inaccurately, the Producer shall first notify the Panel thereof, have the meter retested and, if measuring inaccurately, then have the same repaired at the earliest practical and reasonable time. Upon the completion of such repair, such Producer shall immediately have such meter tested and sealed by the Panel’s agent and it shall remain so sealed. Such testing and sealing will be accomplished by the Panel’s agent upon request therefor by said Producer. Meters may be tested and sealed by any meter tester, authorized by the Panel, as provided in subsection (e) of this Section 16. Results of such
meter tests shall be furnished to the Panel within ten (10) days of testing, on forms provided by the Panel.

e) **Panel Approved Meter Testers.** Persons, firms or corporations in the business of repairing and/or testing water measuring devices may be approved by the Panel to test and seal meters on behalf of the Panel by submitting their qualifications therefor to the Panel and obtaining the Panel’s approval to perform meter tests and seal such meters as agents of the Panel. The name, address and telephone number of all such Panel approved meter testers shall be maintained at and be available from the office of the Panel.

f) **Meter Seal by Panel and Notification of Meter Maintenance.** At the completion of all meter tests the Panel’s seal shall be placed on the meter, if the meter test demonstrates that the meter is within the accuracy standard of five percent (5%).

    The Producer shall notify the Panel in writing within seven (7) days if the Panel’s seal has been broken or if any of the following events occur: (a) the meter is to be repaired or recalibrated; (b) there is any other interference affecting the meter or the Panel’s seal; (c) the meter is to be relocated even if the Panel’s seal is still intact; or (d) a new meter is to be installed.

g) **Estimation of Production Due to Meter Maintenance.** When a Producer must estimate production due to meter maintenance, he shall consult with the Panel for approval of the method of estimation. A copy of the estimate calculations shall be supplied to the Panel with the corresponding Monthly Report.

    17. Each Producer shall notify the Water Rights Panel whenever a new well is drilled or a well is destroyed. Water wells scheduled for destruction shall be destroyed in accordance with established regulations.
18. **Assessment.** The Panel shall have the power, pursuant to the Judgment, to levy and collect an assessment from the parties based on Allowed Pumping Allocation for the purposes and in accordance with the provisions of Section II.B.(2) of the Judgment.

19. **Amendment.** These rules may be amended from time to time by majority vote of the Panel.
APPENDIX “A”

RULES OF PROCEDURE
FOR THE CENTRAL BASIN WATER RIGHTS PANEL

The Basic Format for an Agenda Item Discussion

Meetings must follow a written agenda. The meeting is governed by the agenda and the agenda constitutes the Panel’s agreed-upon roadmap for the meeting. Each agenda item should be handled by the Chair in the following basic format:

First, the Chair should announce the agenda item number and should state the subject matter of the agenda item.

Second, the Chair should invite the appropriate staff person or persons to report on the item, including any recommendation that they might have.

Third, the Chair should ask members of the Panel if they have questions of clarification. At this point, members of the Panel may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, if the item is required to be considered at a public meeting, the Chair should invite public comments. The Chair may and is encouraged to invite succinct comments from attending Central Basin Water Rights Holders.

Fifth, the Chair should invite general Panel discussion of the item or a motion. The Chair should announce the name of the member of the Panel who makes the motion.

Sixth, the Chair should determine if any member of the Panel wishes to second the motion. The Chair should announce the name of the member of the Panel who seconds the motion.

Seventh, the Chair should now invite discussion of the motion by the Panel. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the Panel will vote on the motion.

Eighth, the Chair takes a vote. Simply asking for the “ayes”, and then asking for the “nays” normally does this. If members of the Panel do not vote, then they “abstain.” Unless the Rules of the Panel provide otherwise, then a majority of all Panel members is required to pass a motion.

Motions in General

Motions are the vehicles for decision-making by the Panel. It is not required but is usually best to have the motion before the Panel prior to commencing discussion of an agenda item. This helps the Panel focus.
Motions are made in a simple two-step process. First, the Chair should recognize the member of the Panel. Second, the member of the Panel makes a motion by preceding the member’s desired approach with the words: “I move....” So a typical motion might be: “I move that we give 10-day’s notice in the future for all our meetings.”

The Chair usually initiates the motion by either (1) inviting the members of the Panel to make a motion. “A motion at this time would be in order.” (2) suggesting a motion to the members of the Panel. “A motion would be in order that we give 10-days notice in the future for all our meetings.” (3) making the motion. As noted, the Chair has every right as a member of the Panel to make a motion.

The Three Basic Motions

There are there motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the Panel’s consideration. A basic motion might be: “I move that we create a 5-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the Panel, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion which is before the Panel and seeks to change it in some way.

The substitute Motion. If a member wants to completely do away with the basic motion that is before the Panel, and put a new motion before the Panel, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to discard the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the Chair. So that if a member makes what that member calls a “motion to amend”, but the Chair determines that it is really a “substitute motion”, then the Chair’s designation governs.

Multiple Motions Before the Panel

There can only be up to three motions on the floor at the same time.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote must proceed first on the last motion that is made. So, for example, assume the first motion is a basic “motion to have a 5-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a 5-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a
third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion is passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the Panel of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be 5 members or 10 members). If the motion to amend passed, the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed, the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

**Majority and Super-Majority Votes**

Normally, a simple majority vote of a quorum present determines a question. A tie vote means the motion fails. So in a 5-member body, with all members present, a vote of 3-2 passes the motion. A vote of 2-2 with one abstention means the motion fails. If one member is absent and the vote is 2-2, the motion still fails.

**The Motion to Reconsider**

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion is considered and passed.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely.

Second, a motion to reconsider may be made only by certain members of the Panel. That is, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the Panel – including a member who votes in the minority on the original motion – may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a
member of the minority could make a motion to reconsider, then the item could be brought back to the Panel again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the Panel, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

**Courtesy and Decorum**

The rules of order are meant to create an atmosphere where the members of the Panel can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the Panel to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the Panel. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude. A recess of the meeting by the Chair may be necessary to do so.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers.

Can a member of the Panel interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be “point of privilege.” The Chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

**Order.** The proper interruption would be “point of order.” Again, the Chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved to vote on a motion without allowing discussion or debate.

**Appeal.** If the Chair makes a ruling that a member of the Panel disagrees with, the member may appeal the ruling of the Chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

**Withdraw a motion.** During debate and discussion on a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.
Date: November 13, 2014 
To: Central Basin Water Rights Panel 
From: James B. Glancy, Chairman, City of Lakewood 

Subject: Water Meter Testing Contract 

Recommendation: 
Update and discussion. 

Discussion: 
As was discussed at the Water Rights Panel’s last meeting, the Panel approved a contract with the California Department of Water Resources to support the Water Rights Panel Water Meter Testing Program. An update of this program will be provided at the meeting. 

Attachment(s): 
1. Update memo from the Department of Water Resources 
2. Executed Standard Agreement - #333182
From: Aderonmu, Abiodun@DWR [mailto:Abiodun.Aderonmu@water.ca.gov]
Sent: Wednesday, October 29, 2014 4:11 PM
To: James Glancy
Cc: Stuart, Mark@DWR; Pierotti, Bob@DWR
Subject: CB Meter Testing Contract

Jim,
I wanted to provide you with an update and also confirm that you have received your copy of the executed contract for meter testing.

We have developed a prioritized list of all parties with APA of 500 AF or more, based on the last date a meter was tested and we would soon begin an aggressive testing schedule from the oldest to the recently tested meters. We are confident we would meet the terms of the contract, notwithstanding the late start. Starting from the first week of November, we’ll be making calls to the parties’ point of contacts and setting up appointments for testing as required under the contract and I will keep regular touch with you to provide updates and any issues.

Thanks again for allowing us to serve the Central basin Water Rights Panel.

Please do not hesitate to contact me or Mark if you have any questions.

Thanks,

Abi
1. This Agreement is entered into between the State Agency and the Contractor named below.

STATE AGENCY'S NAME
Department of Water Resources

CONTRACTOR'S NAME
Central Basin Water Rights Panel

2. The term of this Agreement is:
July 1, 2014 through June 30, 2016
This Agreement shall not become effective until approved by the Department of General Services.

3. The maximum amount of this Agreement is:
$ 150,000.00
One hundred fifty thousand dollars and no cents

4. The Parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A -- Scope of Work
   Exhibit B -- Budget Detail and Payment Provisions Receivables (Rev. 2/13)
   Exhibit C* -- General Terms and Conditions
   Exhibit D -- Special Terms and Conditions for Department of Water Resources (Local Public Entitles Receivables), DWVR 5456 (Rev. 3/14)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.das.das.ca.gov/docs/Resources/StandardContract_requirements.pnpx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

James Glancy, Chair

ADDRESS

c/o City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

STATE OF CALIFORNIA

AGENCY NAME
Department of Water Resources

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Stuart, Chief, DIRWM-SRO

ADDRESS

770 Fairmont Avenue
Glendale, California 91203
SCOPE OF WORK

Water Meter Testing Services

1. Introduction

The Department of Water Resources (DWR) agrees to provide water meter testing services as described herein to the Central Basin Water Rights Panel (CBWR Panel).

Accurate measurement of groundwater extractions is essential for the successful management of groundwater in the Central Basin. CBWR Panel is the arm of the newly court-appointed Central Basin Watermaster (CBW) that is responsible for inspection, calibration and testing of measuring devices installed on groundwater extraction wells in the Central Basin in Los Angeles County.

2. Location of Services

The services shall be performed at the approximately 236 known pumper sites in the Central Basin service area.

3. Contract Representatives

The Contract Representatives during the term of this agreement are listed below and may be changed by written notice to the other Party.

Department of Water Resources

Mark Stuart, Chief, DIRWM-SRO
770 Fairmont Avenue
Glendale, California 91203
Phone: (818) 500-1645 x222
Email: merk.stuart@water.ca.gov

Central Basin Water Rights Panel

James Glancy, Chair
c/o City of Lakewood
5050 Clark Avenue,
Lakewood, California 90712
Phone: (562) 866-9771 x2701
Email: jglancy@lakewoodcity.org

4. DWR Tasks and Responsibilities

a. DWR shall contact parties to schedule appointments for meter tests.

b. DWR shall conduct a meter test once per year for parties with 500 or more acre-feet of Allowable Pumping Allocation (APA) and at least once every two years for parties with APA less than 500 acre-feet. Depending on distances between sites and site conditions and accessibility, DWR shall test three to five meters per day to maximize cost efficiency.

c. DWR shall test flow meters using the pilot tube method, which is a proven, objective, reliable, accurate, and relatively rapid method of testing. DWR's standard practice is to take three tests at each meter and average the results to ensure that the meter is registering within the required limits of ±5 percent.

5. Deliverables

a. On a weekly basis, DWR will provide the Water Rights Panel with an electronic copy of the field data sheet and the test result for each meter tested. The field data sheet and test result will be submitted in an Adobe® Portable Document Format ("pdf") file
b. Each month, DWR will send an invoice for payment to the Water Rights Panel for services rendered during the previous month. Invoice will detail the State Well Number of each meter tested.

6. Central Basin Water Rights Panel Tasks and Responsibilities

The Water Rights Panel shall provide DWR with updated party contact information and well information, as necessary for DWR to complete the tasks identified in this agreement.

7. Pumper Tasks and Responsibilities

a. Pumpers shall ensure that all well site discharge lines are properly equipped with 1-inch corporation stops. DWR can provide guidelines for installation, when needed.

b. Pumpers shall provide a clean, safe, and accessible site for our staff. On the day of the test, an operator must provide access to the well site, operate the facility, and be present for the duration of the meter test. DWR staff is only responsible for testing and will not operate the system.

8. Cost

DWR will provide the services required in this Scope of Work for a flat fee of $300 per individual meter test. The cost for this 2-year contract is not to exceed $75,000.00 per year for a maximum total amount payable of $150,000.00 by the Water Rights Panel to DWR for services rendered.

9. Schedule

The duration of services rendered is a period of 24 months from July 1, 2014 to June 30, 2016. The number of meters tested will vary from week to week and month to month. DWR anticipates testing approximately 250 meters per year.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
RECEIVABLES

A. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt of an approval of the invoices, Central Basin Water Rights Panel agrees to compensate the Department of Water Resources for the services specified in Exhibit A.

Itemized invoices shall be submitted no more often than monthly, in arrears, bearing the contract number.

Submit two copies of each invoice to the Contract Manager at the following address:

James Glancy, Chair
Central Basin Water Rights Panel
c/o City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Submit simultaneously one additional copy of each invoice to the DWR Program Manager at the following address in order to expedite approval and payment:

Mark Stuart, Chief
DWR - DIRWM-SRO
770 Fairmont Avenue
Glendale, California 91203

Rev. 2/13
EXHIBIT D – Special Terms and Conditions for Department of Water Resources
(Local Public Entities Receivables)

1. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State’s normal budget process.

2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a “Notice of Dispute” with the Director or the Director’s Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.

4. **TERMINATION CLAUSE:** The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

5. **CONTRACTOR COOPERATION DURING INVESTIGATION:** Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word “cooperate” includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

6. **CONFLICT OF INTEREST:**

   a. **Current and Former State Employees:** Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   1. **Current State Employees:** (PCC §10410)

      a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

      b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   2. **Former State Employees:** (PCC §10411)

      a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

      b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
b. **Penalty for Violation:**

(a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. **Members of Boards and Commissions:**

(a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. **Representations of Conflicts of Interest:**

   The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties; or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. **Financial Interest In Contracts:**

   Contractor should also be aware of the following provisions of Government Code §1090:

   "Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. **Prohibition for Consulting Services Contracts:**

   For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/ROQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10885.5).

7. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

   a) The General Terms and Conditions;
   
   b) The Std. 215;
   
   c) The Scope of Work;
   
   d) Any other incorporated attachments in the Contract by reference.
October 31, 2014

Jeffrey Kightlinger
General Manager, Metropolitan Water District
P.O. Box 54153
Los Angeles, CA 90054-0153

RE: Delivery of Replenishment Water to CENB-48

Dear Mr. Kightlinger,

On February 19th of this year, Central Basin placed an order with your staff for 60,000 acre-feet to be delivered to the Rio Hondo spreading grounds in response to the purchase agreement approved by both Central Basin’s and WRD’s Board of Directors on February 13th. Immediately following, your staff contacted us to request that Central Basin not take State Project water but Colorado water due to the supply limitations stemming from the 5% State Project allocation for 2014.

Central Basin was assured that every effort would be made to develop an acceptable treatment plan for the Los Angeles County Flood Control and other pertinent agencies to deal with the Quagga Mussel so that the Colorado water could be delivered via the County’s waterways. Part of this assurance was the understanding that this process could take some time and consequently the timetable for expected deliveries was moved to October of 2014 when the Capacity Charge window would cease for the year and enough time provided to finalize and have the treatment plan accepted to account for new conditions.

Central Basin agreed to try to take Colorado Water and delay delivery under the same premise and attitude as has been shared by the other MWD member agencies during this historic time. We will do what we can as individual agencies to be flexible for the overall good of the region to meet the unique supply limitations we are faced with while not jeopardizing our own region in the process. This was choice made in trust of MWD as it prolonged delivery of crucial water into our Basin into an uncertain future where the water supply situation would likely be worsened by a continuing drought.

Through numerous meetings and discussions with MWD staff it is now abundantly clear that despite best efforts Colorado Water is not a viable option for the near future and certainly not an option for our present order.
The long distance between CENB 48 and 28 to the Spreading Grounds, through County waterways as well as natural habitats, provides a unique set of circumstances that takes all normal Quagga treatment options off the table. As such, we are left with only State Project water as an immediate and certain option to arrest the drawing down on the Central Basin aquifer from going further into historic lows. Such water is crucial to help leverage the recycled water deliveries that are being made in the Spreading Grounds by WRD. Recycled water that is currently the only major source of replenishment for the Basin and that would otherwise have to be curtailed in the future due the 45% ratio cap should similar circumstances continue. These recent drought years have drastically reduced the natural replenishment the Basin relies on and placed greater reliance on MWD as our safety net. Our Basin's adjudication and thus our District's entire supply system is built around MWD being apply to supply replenishment water. It should not be forgotten that the normal level of replenishment water not taken in calendar year 2013 was water available to put into your reserves. Reserves that have been key in getting us through the present crisis.

Our water purveyors through the Central Basin Water Association petitioned you on September 19th for a good faith effort of beginning deliveries of 25,000 acre-feet from the 60,000 acre-feet order. Such a reduction was done again with the spirit of trying to be flexible and cooperative to help to entire region deal with the shortage. No response was given. In my personal meeting with Debra Man, a petition of 15,000 acre-feet was made and I was told that Central Basin would have to prove emergency conditions in that our pumpers ability to draw water was being impeded. Although I can understand the supply limitations of present circumstances and having to deal with practical operational realities, it is not my understanding that it is necessary to be in emergency shortages for a Member Agency to be able to receive full-service water deliveries from MWD. This is especially true when our demand on MWD is currently a third of historical levels and well within purchase agreement and Preferential Rights allowances.

As the District held responsible for providing imported water to our region, it would be irresponsible and a dereliction of our core duty to jeopardize the pumpers' ability to access water through the Central groundwater basin and put at risk what little supply of regional water they have to protect themselves against an all too likely continuing drought. Too much is at risk to wait based on promises and a hope of rain. As such, Central Basin is left without choice but to demand that CENB 48 be turned on at 100 cfs with State Project water immediately upon clearance from LA County Flood Control. This meter is to be left on at this flow until it is directed to be closed and may only be shut off per LA County Flood Control to manage rain and water operations in their waterways. Flow is to resume at 100 cfs immediately upon clearance of the LA County Flood Control from any of their interruptions.

The objective is to deliver 25,000 acre-feet to the Rio Hondo spreading grounds with any percolation losses to the Main Basin being accounted toward water orders placed by the Upper San Gabriel Valley Municipal Water District. Such a demand is made with full invocation of Preferential Rights under Section 135 of the Metropolitan Water District Act and all other rights available to Central Basin. Central Basin makes this demand without
further reserves its right to pursue legal action should any good faith effort not follow and this demand be denied.

Please contact me at (323)-201-5514 or richarda@centralbasin.org should you need to contact me regarding this matter.

Sincerely,

[Signature]
Richard R. Aragon, CPFO
Interim General Manager, Chief Financial Officer

cc: CBMWD Board of Directors
    CBWA Directors
    WRD Directors
    USGVMWD Directors
    Long Beach Department of Water, General Manager