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*Exempt from filing fee pursuant to
Gov't. Code Section 6103*

11 Attorneys for Cross-Complainant,
12 ANTELOPE VALLEY-EAST KERN WATER AGENCY

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

15 Coordination Proceeding
16 Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding
No. 4408

17 **ANTELOPE VALLEY**
18 **GROUNDWATER CASES**

Santa Clara Case No.
1-05-CV-049053
The Honorable Jack Komar, Dept.17

19 **Included Actions:**

ANTELOPE VALLEY-EAST KERN
WATER AGENCY'S OPPOSITION TO
MOTION *IN LIMINE* TWO OF
QUARTZ HILL WATER DISTRICT

20 Los Angeles County Waterworks District
21 No. 40 vs. Diamond Farming Company, a
22 corporation, Superior Court of California,
23 County of Los Angeles, Case No.
24 BC325201;

25 Los Angeles County Waterworks District
26 No. 40 vs. Diamond Farming Company, a
27 corporation., Superior Court of California,
28 County of Kern, Case No. S-1500-CV-254-
348;

Trial Date: May 28, 2013
Time: 9:00 a.m.
Room: 1 (Los Angeles Superior Court)

Wm. Bolthouse Farms, Inc. vs. City of
Lancaster, Diamond Farming Company, a
corporation, vs. City of Lancaster, Diamond
Farming Company, a corporation vs.
Palmdale Water District, Superior Court of
California, County of Riverside, Case Nos.
RIC 353840, RIC 344436, RIC 344668.

1 Cross-Complainant, the Antelope Valley-East Kern Water Agency (AVEK), submits this
2 Opposition to Quartz Hill Water District’s (“Quartz Hill”) MOTION *IN LIMINE* TWO, which
3 seeks “to exclude any witness from presenting any evidence that AVEK has the right to
4 recapture the return flows of imported water that AVEK sold to Quartz Hill Water District, or
5 any other Public Water Supplier.”

6 I.

7 **INTRODUCTION**

8 Significantly, AVEK has filed its own motion *in limine* to preclude introduction of any
9 evidence or argument that any person other than AVEK is entitled to recapture and use the
10 Return Flows resulting from AVEK Imported Water. To save time of court and counsel, AVEK
11 incorporates herein, as though set forth in full herein, the facts, points and authorities submitted
12 in support of its aforesaid motion *in limine* (a copy of which is attached as Exhibit “A” hereto).

13 Preliminarily, AVEK agrees fully with Quartz Hill’s assertion that, “As a matter of law,
14 the party who imports water has the right to recapture the return flows” (Mot., 3:22). The
15 determination of the party who actually “import” State Project Water into the basin, is
16 manifestly at issue in this proceeding.

17 Quartz Hill claims in support of its motion that “AVEK . . . did not pay for the
18 importation of water” (Mot., 4:11) and, also, that “Applying the facts of *City of Los Angeles v.*
19 *City of San Fernando* to our case, AVEK would stand in the place of the Metropolitan water
20 District and Quartz Hill would stand in the place of Glendale and Burbank” (Mot., 5:10-12).
21 Each of Quartz Hill’s claims is patently incorrect.¹

22 As demonstrated below and in AVEK’s own attached *in limine* motion, Quartz Hill’s
23 claims are entirely without merit.

24 _____

25 1 Quartz Hill also alleges certain policy considerations which it claims favor reposing return
26 flow ownership in the Public Water Suppliers, rather than in AVEK. AVEK’s retention of its return
27 flow rights, however, will clearly benefit everyone who depends upon the Basin’s groundwater
28 because, as previously noted, it is AVEK’s intent, except where emergencies exist, to maintain the
return flows in the groundwater to help stabilize the Basin, increase the amount of water available
for future use, raise well levels and otherwise address the overdraft.

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II.

AVEK PAYS FOR ALL OF THE WATER IT IMPORTS

As noted above, Quartz Hill claims that AVEK did not pay for the water it imports, claiming instead that Quartz Hill (and the other Public Water Suppliers) paid for (1) the imported water, and (2) construction of the “infrastructure” needed to physically import State Project Water (Mot., 4:11; 6:6-8).

During the Phase IV trial, AVEK will exhibit the invoices and receipts which conclusively demonstrate that AVEK (not the Public Water Suppliers) made each payment to the State of California which was required for the purchase and delivery of State Project Water. Quartz Hill and the other Public Water Suppliers, on the other hand, will not be able to demonstrate that they made any payments to the State of California for the State Project Water AVEK imported.

As to who “paid” for construction of the “infrastructure” required to transport and deliver imported water into this basin, AVEK and its taxpayers have paid a total of \$475,777,218.84 to insure participation in the California State Water Project, and to construct the “infrastructure” needed to import, transport, treat and deliver to its customers (including the Public Water Suppliers) AVEK Imported Water.

AVEK eagerly awaits Quartz Hill’s attempt to demonstrate that Quartz Hill “paid” even one thin dime for the “infrastructure” needed to import and transport into the basin, and to treat and deliver to AVEK’s customers, the AVEK imported water.

In summary, **all** direct payments made for infrastructure construction, and for the purchase and importation of State Project Water, were paid by AVEK (and indirectly by its taxpayers), not by Quartz Hill or any of the other Public Water Suppliers.

III.

QUARTZ HILL MISINTERPRETS CITY OF SAN FERNANDO

As noted above, Quartz Hill also claims that, under the reasoning in *City of Los Angeles v. City of San Fernando*, AVEK is akin to the Metropolitan Water District, and Quartz Hill is akin to the cities of Glendale and Burbank.

1 As demonstrated in considerable detail in AVEK's own motion *in limine*, that is clearly
2 **not** true. As shown therein, the relationship between MWD, Glendale and Burbank is markedly
3 different than AVEK's relationship with the Public Water Suppliers; the cities of Burbank,
4 Glendale, San Fernando, and other similarly situated cities, for all practical purposes were the
5 MWD (See AVEK Mot. *In limine*, Point V, 12:1-16:6, incorporated herein by this reference).

6 Quartz Hill argues further that, "Were AVEK's theory correct, that as the State Water
7 Project Contractor it is entitled to the return flows, in *City of Los Angeles v. City of San*
8 *Fernando* the right to the return flows would have been awarded to the Metropolitan Water
9 District, not Glendale and Burbank" (Mot., 6:1-3). Quartz Hill overlooks, however, the
10 following salient points:

11 • In *City of San Fernando*, MWD was not named as a party, and there is no evidence that
12 MWD ever claimed return flows (undoubtedly because Glendale and Burbank were among
13 MWD's founding "member agencies," with representatives sitting on MWD's Board).

14 • Analogously, regarding waters released and made available by the Los Angeles County
15 Flood Control District, the Supreme Court in *City of Los Angeles v. City of Glendale* (1943) 23
16 Cal.2d 68, noted that:

17 The fact that this water was made available by the Los Angeles Flood Control
18 District does not determine its ownership. **The district makes no claim to the water .**
19 **. . the water abandoned by the district was subject to the [City of Los Angeles' pueblo]**
20 **right.**

21 (Id., at pp. 73-74; bold print added.)

22 Therefore, in *City of San Fernando*, the Metropolitan Water District was not a party to
23 the action and, so far as can be determined, made no claim to return flows; and, in *City of*
24 *Glendale*, the Los Angeles Flood Control District likewise was not a party to the action, and
25 made no claim to the water it released and abandoned.

26 In the case at bar, however, AVEK is both a party to the action and has consistently
27 asserted its right to the return flows resulting from AVEK imported water. Therefore, in the way
28

1 Quartz Hill attempts to apply the *City of San Fernando* decision, it is completely distinguishable
2 from the case at bar.²

3 IV.

4 **CITY OF SANTA MARIA ALSO IS CLEARLY DISTINGUISHABLE**

5 Quartz Hill’s motion does not reference or rely upon the decision in *City of Santa Maria*
6 *v. Adam* (2012) 211 Cal.App.4th 266 (“*City of Santa Maria*”). However, District 40’s motion
7 *in limine* (although directed to another issue, i.e., percentages of safe yield attributable to return
8 flows from imported water), nonetheless, makes a passing reference to *City of Santa Maria* in
9 its “joinder” to Quartz Hill’s extant motion, claiming that *City of Santa Maria* establishes, as
10 a general and universal proposition, that “**retail purchasers** of State Water Project water are
11 entitled to” return flows (District 40’s Mot., 6:1-6; bold print added).

12 That claim manifestly misinterprets the holding in *City of Santa Maria*; like *City of San*
13 *Fernando*, the facts in *City of Santa Maria* are clearly distinguishable from the facts involved
14 in the case at bar. As demonstrated below, in *City of Santa Maria*, the SWP contractor (Santa
15 Barbara County Flood Control and Water Conservation District [“the District”]) had years
16 earlier “assigned” to Santa Maria a portion of the District’s SWP “entitlement” – thereby
17 converting Santa Maria into a SWP “entitlement” owner. As a SWP “entitlement” owner, Santa
18 Maria was able to effectively direct and order the importation of SWP water and, accordingly,
19 could appropriately be characterized as an “importer” of SWP water – which explains why the
20 trial court’s Judgment After Trial and the Court of Appeal’s Opinion in *City of Santa Maria* both
21 characterize Santa Maria as an “importer” entitled to the return flows from SWP water it caused
22 to be imported.

23 ///

24 _____
25 2 Of additional significance, the other two State Water Project Contractors in this action
26 (Palmdale Water District and Littlerock Creek Irrigation District, who are usually aligned with the
27 Public Water Suppliers and nominally “joined” in District 40’s motion *in limine*), have noted in their
28 “Joinder” that they also, “import water pursuant to their own State Water Project Contracts. As such,
they are clearly the parties that own the return flows from the water they import.” (Palmdale Joinder,
2:1-2.)

1 A. “WATER SUPPLY RETENTION” AGREEMENT

2 On or about June 25, 1985, the Santa Barbara County Flood Control and Water
3 Conservation District (a SWP contractor; hereafter, “the District”) entered into a Water Supply
4 Retention Agreement with Santa Maria, giving Santa Maria the right to “retain” a portion of the
5 District’s SWP “entitlement.” In its Resolution No. 82-509 (a copy of which is attached as
6 Exhibit 1 hereto), Santa Maria approved the First Amendment to the Water Retention
7 Agreement which provides:

8 [Santa Maria] agrees to pay the DISTRICT the amount required to be paid by the
9 DISTRICT under the State Water Contract to retain annual entitlement and capacity right
10 of 11,300 acre feet and all rights associated therewith under the State Water Contract
11 (“Retained Rights”) . . .

11 B. “SANTA BARBARA WATER PURVEYORS AGENCY”

12 Santa Maria’s Resolution No. 90-31 dated March 20, 1990 (a copy of which is attached
13 as Exhibit 2) provides:

14 . . . on June 25, 1985, the City of Santa Maria entered into an agreement with the
15 [District] designated “Water Supply Retention Agreement”, Model I, 12/11/84, as
16 amended by First, Second & Third Amendments, (“WSRA”) and is, pursuant to the
17 WSRA, one of the “Contractors” to which “Retained Rights” were assigned pursuant
18 to the WSRA; and

19 . . . this entity is a member of the Santa Barbara Water Purveyor’s Agency
20 (“SBWPA”), a joint powers agency formed on November 16, 1982 . . .

21 . . . Article 5(c) of the WSRA provides that **the Contractors under the WSRA**
22 **shall make all decisions** relating to the retained rights and shall transmit those decisions
23 to the District, who shall communicate them to the [DWR] . . .

24 1. The Santa Barbara Water Purveyors Agency [“SBWPA”] is hereby
25 acknowledge, ratified, and designated as the entity referred to in Article 5(c) of the
26 WSRA, as the organization through which the making and transmission of all decisions
27 relative to the WSRA shall be made. [Bold print added.]

28 C. DWR APPROVAL OF THE ASSIGNMENT

Attached as Exhibit 3 hereto, is Santa Maria’s January 15, 1991, Resolution No. 91-12,
ratifying the SBWPA’s Resolution No. 90-10, “regarding the approval by the State Department
of Water Resources of the **Assignment of Rights** Embodied in the Water Supply Retention
Agreements . . .” The SBWPA Resolution attached thereto notes:

. . . on July 1, 1989, Model I of the [WSRAs], which had previously been entered into
by various members and associate members of the [SBWPA] (“Contractors”) and [the

1 District], became effective **assigning the District's rights** under the 1963 State Water
2 Contract . . . between the District and [DWR] **to the contractors**; and

3 . . . Article 41 of the Water Supply Contract contemplates formal approval by DWR of
4 **the assignment of rights** under the contract; and

5 1. [T]he Contractors since entering into the WSRAs have exercised their rights under
6 the agreements and have **contracted with DWR** through the District . . .

7 3. The Contractors hereby agree, pursuant to Article 3 c) of the WSRAs, to reimburse
8 the District for all costs and expenses which the District becomes obligated to pay under
9 the Water Supply Contract regarding the Contractors' retained rights . . . [Bold print
10 added.]

11 DWR subsequently approved the aforesaid **assignments**. Accordingly, the public water
12 purveyors, including Santa Maria, became the assignees and owners of specific SWP
13 "entitlements;" and through the joint powers agency they established [SBWPA], they were able
14 to direct and order the importation of SWP water.

15 D. THIRD PARTY BENEFICIARY STATUS AND FIDUCIARY RESPONSIBILITIES

16 Attached as Exhibit 4 hereto is Santa Maria's September 3, 1991, Resolution No. 91-151,
17 adopting SBWPA's Resolution #91-14 which notes:

18 . . . in 1983 the District entered into Water Supply Retention Agreements
19 (WSRAs) with certain Water Purveyors (hereinafter the Water Purveyors which executed
20 the WSRA's are referred to as "Contractors") **transferring the District's rights under
21 the SWP Contract to the Water Purveyors**; and

22 . . . the status of the Water Purveyors as **third party beneficiaries** under the SWP
23 Contract, and the role of District **as a fiduciary** for the Water Purveyors under that
24 contract, was confirmed by the terms of the various WSRAs executed over the years by
25 the District and the Contractors . . . [Bold print added.]

26 E. WATER MANAGEMENT AGREEMENT

27 Attached as Exhibit A to **Stipulation** Exhibit F to the Judgment After Trial in *City of*
28 *Santa Maria*, is a June 15, 2004, Water Management Agreement, which on pages 1 and 2
thereof notes:

E. The City [Santa Maria] and SCWC [Southern California Water Company] also
each hold contracts to receive water from the State Water Project ("SWP
Entitlement," collectively, and "City SWP Entitlement" or "SCWC SWP Entitlement,"
individually). Collectively, their contract entitlements total 18,350 acre-feet per year.

1 F. Both the City and SCWC are legally entitled to retain and recapture that
2 portion of their respective SWP Entitlement that recharges the Basin after the
3 consumptive use of the SWP Entitlement (“Return Flows”).

4 H. It is to the mutual advantage of the City and Santa Maria to have several
5 alternatives for making use of **their SWP Entitlements**, Return Flows . . .³

[Bold print added.]

6 F. SANTA MARIA VALLEY PUBLIC WATER PURVEYOR WATER MANAGMENT
7 AGREEMENT

8 Exhibit F to the Stipulation (which is Exhibit 1 to the Judgment After Trial in *City of*
9 *Santa Maria*) is the June 30, 2005 Santa Maria Valley Public Water Purveyor Management
10 Agreement which, in pertinent part, provides:

11 F. The Parties also **each hold contracts to receive water from the State Water**
12 **Project** (“SWP Entitlement,” collectively, and “**Santa Maria SWP Entitlement**,”
13 “**Guadalupe SWP Entitlement**,” or “**SCWC SWP Entitlement**,” individually). Santa
14 Maria’s contract is for 17,800 acre feet, SCWC’s contract is for 550 acre feet and
15 Guadalupe’s contract is for 610 acre feet. Collectively, the SWP Entitlement totals 18,960
16 acre-feet per year. [Pages 1-2]

17 7.3 It is to the mutual advantage of Guadalupe and Santa Maria to have several
18 alternatives for making use of **their SWP Entitlements**, Return Flows and Twitchell
19 Yield . . . [Page 5]

20 7.5 . . . Santa Maria shall have a right of first refusal to purchase any SWP Return
21 Flows that Guadalupe elect to sell from **its existing SWP Entitlement** . . . [Pages 5-6]

22 G. THE “STIPULATION

23 Exhibit 1 to the Judgment After Trial is the Stipulation which all stipulating parties
24 entered into in *City of Santa Maria*. The Stipulation was expressly approved by the Court and
25 incorporated into the judgment, and provides:

26 At the date of this Stipulation, **the Importers are** Santa Maria, SCWC, Guadalupe,
27 Pismo Beach and Oceano. [2:26-28]

28 **Santa Maria, SCWC and Guadalupe all have SWP Contracts.** [13:5-6]

3 Filed concurrently herewith is AVEK’s request that the Court take judicial notice of the
Judgment After Trial in *City of Santa Maria*. The Water Management Agreement, Exhibit __ hereto,
was approved and signed by the law firm of Best, Best & Krieger LLP.

1 Therefore, by their stipulation, the stipulating parties in *City of Santa Maria* all agreed
2 that the specified public water purveyors could be characterized as “importers” and receive the
3 benefits of that status.

4 H. JUDGMENT AFTER TRIAL IN CITY OF SANTA MARIA

5 Based upon aforesaid assignments of SWP “entitlement” rights and, also, the parties’
6 express Stipulation thereto, it is not surprising that the Court’s Judgment After Trial in *City of*
7 *Santa Maria* makes the following finding:

8 The City of Santa Maria and Golden State Water Company have a right to use the Basin
9 for temporary storage and subsequent **recapture of the Return Flows generated from**
their importation of State Water Project water. [4:13-15; bold print added.]

10 I. THE COURT OF APPEAL’S OPINION

11 Completing the circle and consistent with all of the foregoing, the Court of Appeal’s
12 Opinion in *City of Santa Maria* notes and finds:

13 . . . Most of the case was resolved by an agreement (Stipulation) among the Santa
14 Maria Valley Water Conservation District (District), local cities and water companies
15 (public water producers), and most of the owners of land overlying the Basin. The
16 Stipulation . . . allocates the various components of the groundwater (native groundwater,
17 **return flows of imported water**, and salvaged water) among the stipulating parties.

18 The trial court approved the Stipulation and made it part of the final judgment. .
19 . .
20 [211 Cal.App.4th 266, 276; bold print added.]

21 For the foregoing reasons, *City of Santa Maria* is readily distinguishable from the case
22 at bar, to wit: AVEK has not assigned or transferred to the Public Water Suppliers any portion
23 of AVEK’s SWP “entitlement.” Consequently, the Public Water Suppliers do not own, and have
24 not had assigned or transferred to them, any part of AVEK’s SWP entitlement; therefore, they
25 clearly are not SWP contractors or “importers” of SWP water.

26 Nor has AVEK contracted or “stipulated” to grant to the Public Water Suppliers the right
27 to return flows from AVEK imported water.

28 While *City of Santa Maria* may provide some comfort to the Public Water Suppliers
relating to their prescription claims (which will not be determined in the Phase IV trial), that
decision provides the Public Water Suppliers with absolutely no comfort or support respecting

1 their claims to ownership of return flows from AVEK imported water. To the contrary, *City of*
2 *Santa Maria* expressly reaffirms the Supreme Court’s rulings in *City of San Fernando* and *City*
3 *of Glendale* that the party which actually “imports” foreign water into a basin is the party entitled
4 to return flows resulting therefrom. In the case at bar, that party is AVEK!

5 Accordingly, District 40's aforesaid claim that *City of Santa Maria* establishes, as a
6 general and universal proposition, that “retail purchasers of State Water Project water are
7 entitled to” return flows, is patently incorrect.

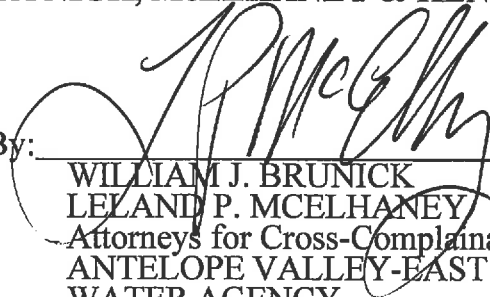
8 V.

9 **CONCLUSION**

10 For the foregoing reasons, AVEK respectfully submits that the Court should deny Quartz
11 Hill’s Motion *In Limine* Two.

12 Dated: April 19, 2013

BRUNICK, McELHANEY & KENNEDY

13
14
15 By: 
16 WILLIAM J. BRUNICK
17 LELAND P. MCELHANEY
18 Attorneys for Cross-Complainant,
19 ANTELOPE VALLEY-EAST KERN
20 WATER AGENCY

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EXHIBIT 1

RESOLUTION NO. 82-509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA APPROVING THE WATER SUPPLY RETENTION AGREEMENT/MODEL DRAFT II AND FIRST AMENDMENT THERETO AS APPROVED BY THE BOARD OF THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR EXECUTION BY CERTAIN LOCAL WATER PURVEYORS

WHEREAS, on December 6, 1982 the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District approved "Water Supply Retention Agreement, Model Draft II", dated November 16, 1982 with the attached "Water Supply Retention Agreement, Model Draft I", dated November 16, 1982, with the insertion of Election Option Number 6, from Insert A, dated November 29, 1982, and

WHEREAS, on December 20, 1982 the Board of Directors of said District approved the First Amendment of Water Supply Retention Agreements, Model Drafts I and II, dated December 20, 1982, and

WHEREAS, the Board of Directors of said District has, by its aforementioned actions, offered and made available for execution by the City of Santa Maria said "Water Supply Retention Agreement, Model Draft II", with "Model Draft I" attached, each dated November 16, 1982, together with said First Amendment, dated December 20, 1982.

NOW THEREFORE, the City Council of the City of Santa Maria hereby resolves as follows:


1. That the execution of said Water Supply Retention Agreement, Model Draft II with Model Draft I attached, and said First Amendment thereto, will not directly or ultimately result in physical change in the environment and is therefore not a "project" under C.E.Q.A.
2. This Council approves said Water Supply Retention Agreement, Model Draft II with Model Draft I attached, and the First Amendment thereto, in the form on file with the City Clerk and hereby authorizes the Mayor and the City Clerk to execute said Agreements and Amendment.
3. Obligations arising out of the execution of Water Supply Retention Agreement, Model Draft II and the First Amendment thereto shall be funded by the City out of its "Municipal Waterworks Fund" as described at Santa Maria City Code Section 20-28.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held December 21, 1982.




Mayor

ATTEST:




City Clerk



STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

I, DOROTHY LYMAN, City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 82-509 which was duly and regularly introduced and adopted by said City Council at a regular meeting held December 21, 1982.

AYES: Councilmen Jack Adam, Robert R. Cutler, Donald Shaw and Curtis J. Tunnell.
NOES: Mayor George S. Hobbs, Jr.
ABSENT: None.


City Clerk of the City of
Santa Maria and ex officio
Clerk of the City Council

File: A-190.1

APPROVED AS TO FORM



City Attorney

CONTENTS:

BY: 
DEPARTMENT HEAD

BY: 
CITY ADMINISTRATOR

FIRST AMENDMENT TO
WATER SUPPLY RETENTION
AGREEMENTS, MODEL DRAFTS I AND II

This Agreement is made between the SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT") and the
CITY OF SANTA MARIA ("CONTRACTOR").

RECITALS:

A. On December 6, 1982, the Board of Directors of DISTRICT adopted Resolution No. 1266 approving "Water Supply Retention Agreement, Model Draft II", dated 11/16/82 with the attached "Water Supply Retention Agreement, Model Draft I", dated 11/16/82, with the insertion of election option number 6, from Insert A, dated 11/29/82.

B. DISTRICT and CONTRACTORS now wish to amend said Model Drafts I and II.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Article 2(a) of Water Supply Retention Agreement, Model Draft I, 11/16/82, is amended to read as follows:

(a) The CONTRACTOR agrees to pay the DISTRICT the amount required to be paid by the DISTRICT under the State Water Contract to retain annual entitlement and capacity right of 11,300 acre feet and all rights associated therewith under the State Water Contract ("Retained Rights") commencing with the July 1, 1983 payments. The amount required to be paid by the DISTRICT shall mean the amount that STATE bills the DISTRICT under the State Water Contract after STATE'S deduction of any credits or payments due to DISTRICT or CONTRACTORS' protest of payments, the transfer or termination of DISTRICT'S or CONTRACTOR'S entitlement and/or capacity, or other credits after execution of this Agreement. Conversely any payments or credits by STATE to DISTRICT under the

State Water Contract relating to such claims or transfers made prior to the execution of this Agreement shall not be credited against the amount required to be paid by the DISTRICT and shall not be deducted from CONTRACTOR's obligation.

2. Article 5(a)(1) and (2) of Water Supply Retention

Agreement, Model Draft I, 11/16/82 are amended to read as follows:

(1) Any one or more of the PUBLIC CORPORATIONS may at any time give Written Notice ("Notice") to all other CONTRACTORS, the DISTRICT, and the San Luis Obispo County Flood Control and Water Conservation District ("SLO") of an Intention to Request Construction of Described Project Facilities under the State Water Contract. The described project facilities may involve the construction of the Coastal Aqueduct or the construction of local in-lieu projects, or both. The Notice shall establish a time for determination of participation in and sizing of the particular project described, which time shall not be less than three nor more than five years from the date of the Notice.

(2) Prior to the determination date, all CONTRACTORS shall decide whether or not to participate in the described project. If a CONTRACTOR decides to participate, it shall take the necessary action to enable itself to make such a determination on or before the determination date. CONTRACTOR agrees that the submittal of the described project or the financing of the described project to a vote of the people shall not exempt any CONTRACTOR from compliance with CEQA or NEPA to the extent such CONTRACTOR would have been required to comply with CEQA or NEPA in the absence of such vote. Potential participants shall identify themselves within six (6) months of the Notice to allow preparation of data essential to such determination.

Potential participants who have identified themselves within the six (6) months, including, the PUBLIC CORPORATION giving the Notice, may unanimously agree to amend the Notice as to the time for determination of participation and sizing without the limitation of from three to five years in

Article 5(a)(1). To be eligible to participate, a CONTRACTOR must pay its pro rata share of all costs determined to be necessary and jointly beneficial by a majority of the potential participants, including the costs of compliance with CEQA or NEPA, if any, subject to reimbursement by the actual participants. If a CONTRACTOR ultimately elects not to participate ("Non-Participant") and other CONTRACTORS elect to proceed ("Participant"), the Participants shall reimburse the Non-Participants for such joint costs. No reimbursement will be required if no CONTRACTOR decides to proceed.

3. Article I of said Water Supply Retention Agreement, Model Draft II, is amended by the addition of a new paragraph (d) to read as follows:

(d) The term "Delta Water Charge," as used in this Agreement shall not include any credits or payments due to DISTRICT, from STATE due to DISTRICT's protest of payments, transfer or termination of DISTRICT's entitlement and/or capacity, or litigation initiated prior to the execution of this Agreement.

4. This First Amendment shall not be effective until all the CONTRACTORS, who have executed Water Supply Retention Agreement, Model Draft II, before the adoption of DISTRICT's Resolution approving this First Amendment, have executed this First Amendment.

5. Except as amended by this First Amendment, all other provisions of Water Supply Retention Agreement, Model Drafts I and II, shall remain in full force and effect.

IN WITNESS WHEREOF, each party hereto has executed this Agreement, effective this _____ day of _____ 19 .

DISTRICT:

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ATTEST:
HOWARD C. MENZEL
COUNTY CLERK-RECORDER &
EX OFFICIO CLERK OF THE DISTRICT

By _____

By _____
Deputy Clerk-Recorder

CONTENTS:

BY: [Signature]
DEPARTMENT HEAD

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

CONTRACTOR:
CITY OF SANTA MARIA

BY: _____
CITY ADMINISTRATOR

ATTEST: _____

By _____

APPROVED AS TO FORM:
KENNETH L. NELSON
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
KRISTI M. JOHNSON
AUDITOR-CONTROLLER

By _____

By _____

EXHIBIT 2

~~2/18/86~~
3/20/90

RESOLUTION NO. 90-31

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA MARIA ESTABLISHING THE SANTA BARBARA
WATER PURVEYORS AGENCY AS THE ENTITY THROUGH WHICH
DECISIONS ARE TO BE MADE AND TRANSMITTED PURSUANT
TO THE WATER SUPPLY RETENTION AGREEMENTS**

WHEREAS, on June 25, 1985, the City of Santa Maria entered into an agreement with the Santa Barbara County Flood Control and Water Conservation District ("District") designated "Water Supply Retention Agreement", Model I, 12/11/84, as amended by First, Second & Third Amendments, ("WSRA") and is, pursuant to the WSRA, one of the "Contractors" to which "Retained Rights" were assigned pursuant to the WSRA; and

WHEREAS, this entity is a member of the Santa Barbara Water Purveyor's Agency ("SBWPA"), a joint powers agency formed on November 16, 1982 to, among other things, develop water and water supplies and to coordinate water planning and operations and relations with other agencies; and

WHEREAS, Article 5(c) of the WSRA provides that the Contractors under the WSRA shall make all decisions relating to the retained rights and shall transmit those decisions to the District, who shall communicate them to the State of California, Department of Water Resources ("DWR") or shall transmit those decisions to a "designated representative of the Contractors" for communication to DWR and "...shall organize themselves to enable the making and transmission of such decisions"; and

WHEREAS, to facilitate the joint decision-making contemplated and required by the WSRA, it is the desire and intention of the parties to the WSRA to use the SBWPA as the forum for the making and transmission of such decisions and to designate the Engineer Manager of the SBWPA as their representative to communicate such decisions to either the District or the DWR.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Santa Barbara Water Purveyors Agency is hereby acknowledged, ratified, and designated as the entity referred to in Article 5(c) of the WSRA, as the organization through which the making and transmission of all decisions relative to the WSRA shall be made.

2. Any decision of the SBWPA relating to the WSRA shall be subject to ratification by contractors holding a majority of the Retained Rights existing at the time of the decision in compliance with the provisions of Article 5(c) of the WSRA.

3. Ratification of any decision by this entity shall be in writing, communicated to the Engineer Manager of the SBWPA.

4. The Engineer Manager of the SBWPA is hereby designated as this entity's representative to transmit and communicate any decisions of the SBWPA ratified by Contractors holding a majority of the Retained Rights under the WSRA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held on the 20th day of March 1990.

George S. Hobbs Jr
Mayor

ATTEST:
Janet Kalland
City Clerk

APPROVED:
[Signature]
CITY CLERK

CONTENTS:
[Signature]
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

I, JANET KALLAND, City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 90-31 which was duly and regularly introduced and adopted by said City Council at a regular meeting held March 20, 1990 by the following vote:

- AYES: Councilmembers Dan A. Firth, Bob Orach, Curtis J. Tunnell, Thomas B. Urbanske and Mayor George S. Hobbs, Jr.
- NOES: None.
- ABSENT: None.

File: A-292.8

Janet Kalland
City Clerk of the City of Santa Maria and ex officio Clerk of the City Council

EXHIBIT 3

RESOLUTION NO. 91-12


**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA MARIA AUTHORIZING THE RATIFICATION OF
SANTA BARBARA WATER PURVEYORS AGENCY (SBWPA)
RESOLUTION REGARDING THE APPROVAL BY THE STATE
DEPARTMENT OF WATER RESOURCES OF THE ASSIGNMENT OF
RIGHTS EMBODIED IN THE WATER SUPPLY RETENTION AGREEMENTS**

The City Council of the City of Santa Maria, California,
hereby resolve as follows:

1. The SBWPA Resolution No. 90-10 regarding the approval by the State Department of Water Resources of the Assignment of Rights Embodied in the Water Supply Retention Agreements is hereby ratified.

2. The Mayor or, in the Mayor's absence, the City Administrator is hereby authorized to execute the necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held on the 15th day of January 1991.



Mayor

ATTEST




City Clerk

APPROVED AS TO FORM:

BY: 

CITY ATTORNEY

CONTENTS:

BY: 

DEPARTMENT HEAD

BY: 

CITY ADMINISTRATOR

DWR WSRA ASSIGNMENT APPROVAL
RESOLUTION NO. 90-10

**A RESOLUTION OF
THE SANTA BARBARA WATER PURVEYORS AGENCY
REGARDING THE APPROVAL BY
THE STATE DEPARTMENT OF WATER RESOURCES
OF THE ASSIGNMENT OF RIGHTS EMBODIED IN
THE WATER SUPPLY RETENTION AGREEMENTS**

WHEREAS, on July 1, 1989, Model I of the Water Supply Retention Agreements (WSRAs), which had previously been entered into by various members and associate members of the Santa Barbara Water Purveyors Agency (the Contractors) and the Santa Barbara County Flood Control and Water Conservation District (the District), became effective assigning the District's rights under the 1963 State Water Contract (the Water Supply Contract) between the District and the Department of Water Resources (DWR) to the Contractors; and

WHEREAS, Article 41 of the Water Supply Contract contemplates formal approval by DWR of assignments of rights under that contract; and

WHEREAS, a search of the District's records indicates that the District has not yet sought and obtained the required approval of DWR of the WSRA assignments; and

WHEREAS, the Contractors have, in good faith reliance on the WSRAs, invested over \$4,881,500 in payments to the District for transmittal to DWR to pay the obligations assigned by the District to the Contractors, and are currently paying in excess of \$2,350,000 per year to maintain those assigned rights; and

WHEREAS, the Contractors since entering into the WSRAs have exercised their rights under the agreements and have contracted with the DWR through the District to have DWR complete preliminary design, feasibility and environmental analysis of two major water projects, and have taken action to import a portion of their Water Supply Contract entitlement water to Santa Barbara County through temporary pipeline facilities as part of ongoing emergency drought measures being implemented and have taken action to extend the time to exercise the option to reacquire relinquished entitlement under the Water Supply Contract and to relocate the Santa Maria terminus of the Coastal Branch Aqueduct Project; and

WHEREAS, the Contractors have made decisions, communicated their decisions to the District and the District has transmitted their decisions to DWR pursuant to and in compliance with the provisions of the WSRA, and all parties, the Contractors, the District and DWR have acted since 1989 in compliance with the terms and provisions of the WSRAs; and

**SBWPA Resolution
DWR WSRA Assignment Approval**

WHEREAS, given the significant investment and future financial obligations, it is the desire of the Contractors to maintain full technical compliance with the terms of the WSRA and the Water Supply Agreement.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Contractors hereby direct the Consultant Manager of the SBWPA, James Stubchaer, to submit the WSRA's to the DWR for its formal approval and to coordinate the submittal with the District and its staff.
2. The Contractors hereby request the District, pursuant to Article 5 (c) of the WSRA's, in coordination with the Consultant Manager, dated to provide certified copies of (a) District Resolution No. 1266, dated December 6, 1982, and (b) executed copies of Model I of the WSRA, dated 12/11/84 (as amended by the First, Second and Third Amendments) for transmittal to DWR at the earliest possible date and in no event later than January 10, 1991.
3. The Contractors hereby agree, pursuant to Article 3 (c) of the WSRA's, to reimburse the District for all costs and expenses which the District becomes obligated to pay under the Water Supply Contract regarding the Contractors' retained rights as a result of any action which District may take pursuant to this request.
4. The Secretary of this Agency is hereby directed to submit this Resolution to each contractor holding retained rights for ratification.
5. The Consultant Manager is hereby authorized to communicate this action to the District and to DWR as soon as (a) contractors holding a majority of the retained rights under the WSRA's have ratified this Resolution. The Consultant Manager is further authorized to take whatever action is required, in cooperation with the District, on behalf of the Contractors, to carry out the purpose and intent of this resolution.

Adopted this 13th day of December 1990 at a duly noticed meeting of the Santa Barbara Water Purveyors Agency by the following vote:

AYES, in favor thereof:

Buellton CSD
Carpinteria CWD
Goleta WD
City of Lompoc
Mission Hills CSD

**SBWPA Resolution
DWR WSRA Assignment Approval**

Montecito WD
City of Santa Barbara
City of Santa Maria
Santa Ynez RWCD
Santa Ynez RWCD ID #1
Vandenberg Village CSD

NOS, opposed:

None

ABSENT, and not voting:

Casmalia CSD
City of Guadalupe
Summerland CWD

ABSTENTIONS:

None


Reese Riddiough, Secretary


Curtis Tunnell, Chair

RATIFIED BY:

CITY OF SANTA MARIA

[Contractor]

CONTENTS:

11,300

AF

BY: 
DEPARTMENT HEAD

[Amount of Retained Rights]

BY: 
CITY ADMINISTRATOR

[Date]

APPROVED AS TO FORM:

By: 
[President or Mayor] [Title] City Administrator

BY: 
CITY ATTORNEY

By: 
[Secretary or Clerk] [Title] City Clerk

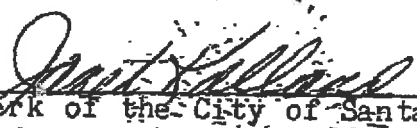
STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

I, JANET KALLAND, City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 91-12 which was duly and regularly introduced and adopted by said City Council at a regular meeting held January 15, 1991 by the following vote:

AYES: Councilmembers Dan A. Firth, Bob Orach,
 Curtis J. Tunnell, Thomas B. Urbanske and
 Mayor George S. Hobbs, Jr.

NOES: None.

ABSENT: None.



City Clerk of the City of Santa
Maria and ex officio Clerk of the
City Council

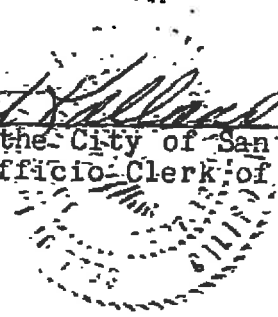


EXHIBIT 4


RESOLUTION NO. 91- 151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA MARIA AUTHORIZING THE RATIFICATION OF
SANTA BARBARA WATER PURVEYORS AGENCY (SBWPA)
RESOLUTION NO. 91-14 REGARDING REACQUISITION OF
ENTITLEMENT IN THE STATE WATER PROJECT (SWP) FROM
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)

The City Council of the City of Santa Maria, California,
hereby resolve as follows:

1. The SBWPA Resolution #91-14 regarding reacquisition of entitlement in the State Water Project is hereby ratified.
2. The Mayor or, in the Mayor's absence, the City Administrator is hereby authorized to execute the necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria on the 3rd day of September 1991.



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

BY: 

CITY ATTORNEY

CONTENTS:

BY: 

DEPARTMENT HEAD

BY: 

CITY ADMINISTRATOR

EXHIBIT "D"

**SBWPA Resolution 91-14
Reacquisition of Water
Entitlement from DWR**

**RESOLUTION NO. 91-14 OF THE
SANTA BARBARA WATER PURVEYORS AGENCY
REGARDING REACQUISITION OF ENTITLEMENT IN THE
STATE WATER PROJECT**

WHEREAS, pursuant to the 1963 State Water Supply Contract (SWP Contract) between the State of California, Department of Water Resources (DWR) and the Santa Barbara County Flood Control and Water Conservation District (District), the District acquired entitlement to 57,700 acre feet per year (AFY) from the State Water Project (SWP) for the benefit of local water purveyors. In 1981, the District polled public and private water purveyors and other interested parties in Santa Barbara (Water Purveyors) to determine how much, if any, SWP entitlement they wished to reserve. After considering the responses, the District determined that 12,214 AFY was surplus to the needs of the Water Purveyors and requested DWR to reduce the District's entitlement (the 12,214 AFY is hereinafter referred to as the "Relinquished Entitlement"); and

WHEREAS, Amendment #9 to the SWP Contract was signed in September 1981, and reduced the District's entitlement to 45,486 AFY, without the approval of the Water Purveyors; and

WHEREAS, in 1983 the District entered into Water Supply Retention Agreements (WSRAs) with certain Water Purveyors (hereinafter the Water Purveyors which executed the WSRA's are referred to as "Contractors") transferring the District's rights under the SWP Contract to the Water Purveyors; and

WHEREAS, over the past several years, a number of Water Purveyors have indicated that they wish to increase their allocated share of SWP water under the SWP Contract or to acquire SWP rights for the first time; and

WHEREAS, the reacquisition of Relinquished Entitlement is the most expedient, logical and only means of securing additional water supplies and entitlement in the SWP; and

WHEREAS, pursuant to the terms of a 1987 settlement of the lawsuit by the San Luis Obispo Flood Control and Water Conservation District against DWR alleging improper administration of the SWP Contract regarding Aqueduct Reach 31A, the District has the right to reacquire part or all of the Relinquished Entitlement; and

WHEREAS, the reacquisition right was originally granted to March 12, 1989, and was extended twice by DWR, at the request and direction of the Contractors through the Santa Barbara Water Purveyors Agency, first to December 31, 1990, and then to December 31, 1991, in order to permit completion of the environmental impact reports being prepared for the Coastal Aqueduct, the Cachuma Enlargement Project, and related projects, which reports would assist the Contractors in ascertaining their needs to acquire Relinquished Entitlement; and

**SBWPA Resolution 91-14
Reacquisition of Water
Entitlement from DWR**

WHEREAS, rights to SWP water have great value, inasmuch as SWP facilities were constructed at 1960's prices and most of the bonds were sold to construct those facilities at very low interest rates. Construction of those same facilities today would cost many times as much and the bond rates would be approximately twice as high; and

WHEREAS, as a party to the SWP Contract, the District was acting on behalf of the Contractors, inasmuch as the District does not supply water to consumers but instead has historically acted as a conduit for water policy decisions made by the Water Purveyors; and

WHEREAS, the status of the Water Purveyors as third party beneficiaries under the SWP Contract, and the role of District as a fiduciary for the Water Purveyors under that contract, was confirmed by the terms of the various WSRAs executed over the years by the District and the Contractors; and

WHEREAS, the right to acquire all or part of the Relinquished Entitlement is an integral part of the Retained Rights (as that term is defined in the WSRAs) acquired by the Contractors in the WSRAs.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Contractors holding a majority of the Retained Rights under the WSRAs, through the Santa Barbara Water Purveyors Agency, hereby direct the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District, pursuant to Article 5(c) of the WSRAs, to request the State of California, Department of Water Resources, to amend the SWP Contract so that the District may reacquire, on behalf of and for the benefit of each Water Purveyor submitting a request therefor in the form of the attached Exhibit A, the amount of Relinquished Entitlement that Water Purveyor has requested thereon.

2. The Secretary of this Agency is hereby directed to submit this Resolution for ratification to each Contractor. Each Contractor shall be asked to ratify this resolution, whether or not that Contractor intends to submit a Request for Reacquisition of Relinquished Entitlement. The Secretary of this Agency, in consultation with the Consultant-Manager is hereby directed to disseminate this Resolution to such non-Contractor Water Purveyors in Santa Barbara County as may be known to either individual.

3. The Consultant-Manager is hereby authorized to communicate this action to the District and to the DWR as soon as Water Purveyors who have expressed an interest in reacquisition of entitlement have been provided an opportunity to consider and act upon this Resolution.

4. The Consultant-Manager is further authorized to take whatever action is required, in cooperation with the District, on behalf of the Water Purveyors, to carry out the purposes and intent of this Resolution.

**SBWPA Resolution 91-14
Reacquisition of Water
Entitlement from DWR**

5. The Contractors who request Reacquisition of Relinquished Entitlement will be required to agree, pursuant to Article 3(c) of the WSR, to reimburse the District for all costs and expenses which the District becomes obligated to pay under the State Water Contract regarding the participant Contractors' Retained Rights as a result of any action which District may take pursuant to this request.

Adopted this 27th day of June, 1991, at a duly noticed meeting of the Santa Barbara Water Purveyors Agency by the following vote:


AYES, in favor thereof: Carpinteria CWD
Goleta WD
City of Guadalupe
City of Lompoc
Montecito WD
City of Santa Barbara
City of Santa Maria
Santa Ynez RWCD, ID#1
Summerland CWD
La Cumbre MWC
Southern Calif. Water Co.
Vandenberg AFB

NOES, opposed: None

ABSENT, and not voting: Buellton CSD
Casmalia CSD
Morehart Land Co.
Santa Barbara Research Center

ABSTENTIONS: Mission Hills CSD
Vandenberg Village CSD


Curtis Tunnell, Chair


Reese Riddiough, Secretary

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SBWPA Resolution 91-14
Reacquisition of Water
Entitlement from DWR

RATIFIED BY:

CITY OF SANTA MARIA
[Contractor]

11,300 Acre Feet
[Amount of Current Retained Rights]

September 3, 1991
[Date]

By: *Wayne Schwann*
[Signature]

City Administrator
[Title: ~~Mayor or President~~]

By: *Janet Hillard*
[Signature]

City Clerk
[Title: Clerk or Secretary]

EXHIBIT A

REQUEST TO REACQUIRE PORTION OF RELINQUISHED ENTITLEMENT

TO: The Santa Barbara County Flood Control and Water Conservation District
through
The Santa Barbara Water Purveyors Agency

FROM: CITY OF SANTA MARIA
[Type full name of requesting entity]

110 EAST COOK STREET, SANTA MARIA, CA 93454-5190
[Type address and telephone] (805) 925-0951

ENTITLEMENT PRESENTLY HELD: 11,300 AFY

ADDITIONAL ENTITLEMENT REQUESTED: 4,900 AFY

The above entity requests the additional entitlement specified herein subject to the following conditions:

In consideration for the Santa Barbara Water Purveyors Agency (SBWPA) submitting this request to the Santa Barbara County Flood Control and Water Conservation District (District) pursuant to SBWPA Resolution 91-14 adopted June 27, 1991, it is agreed as follows:

1. If the entity submitting this form has already executed a Water Supply Retention Agreement (WSRA) with the District, it shall be referred to herein as a Contractor and agrees to:

(a) Amend its WSRA to reflect the total amount of SWP entitlement the Contractor will hold after the District has acquired, on behalf of that Contractor, that amount of Relinquished Entitlement requested herein.

(b) Reimburse the District for all costs and expenses regarding the Contractor's Retained Rights (as defined in the WSRA), including the additional entitlement requested herein, which the District becomes obligated to pay under the State Water Contract as a result of any action which District may take pursuant to this request.

(c) Take action, if required, to become a Late Participant by filing a Late Request and agree to pay its pro rata share of all costs previously incurred by the original participants and all amounts required to be paid under the 1986 Contract for Preliminary Studies of Financial Feasibility, Preliminary Design and Environmental Review Under State Water Supply Contract and all amounts paid by or through the Santa Barbara Water Purveyors Agency.

(d) The Contractor executing this request agrees that, in the event that the aggregate of the requests for reacquisition of Relinquished Entitlement exceeds 12,214 AFY, then each requesting Contractor shall be entitled to receive a pro rata share equal to the fraction produced by dividing that Contractor's request by the total of the requests by all Contractors.

2. If the entity submitting this request is not a Contractor, it shall be referred to herein as a non-Contractor Water Purveyor and agrees as follows:

(a) The requests of Contractors for Relinquished Entitlement shall be satisfied before any portion of the Relinquished Entitlement is made available to non-Contractor Water Purveyors.

(b) In the event the aggregate of the requests for reacquisition of Relinquished Entitlement exceeds the amount available after satisfying the requests of the Contractors, then each requesting non-Contractor Water Purveyor shall be entitled to receive a pro rata share of the excess amount equal to the fraction produced by dividing that entity's request by the total of the requests by all such non-Contractor Water Purveyors.

(c) In the event a non-Contractor Water Purveyor is allowed to acquire Relinquished Entitlement pursuant to this request, that entity agrees to execute a WSRA in substantially the same form as the existing WSRA's (Model I, dated 12/11/84, as amended by First, Second & Third Amendments) and to file a Late Request and make payments as provided for in paragraphs 1(b) and 1(c) above.

SO AGREED.

September 3, 1991
[Date]

By: Wayne Johnson
[Signature]

City Administrator

[Title: City Administrator]

By: Janet Hilland
[Signature]

City Clerk

[Title: Clerk or Secretary]

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

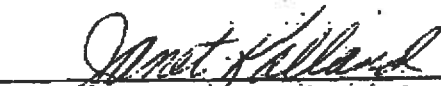
I, JANET KALLAND, City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 91-151 which was duly and regularly introduced and adopted by said City Council at a regular meeting held September 3, 1991 by the following vote:

AYES: Councilmembers Dan A. Firth, Curtis J. Tunnell and Thomas B. Urbanske.

NOES: None.

ABSENT: Councilmember Bob Orach.

ABSTAINED: Mayor George S. Hobbs, Jr.



City Clerk of the City of Santa Maria and ex officio Clerk of the City Council

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PROOF OF SERVICE

**STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO }**

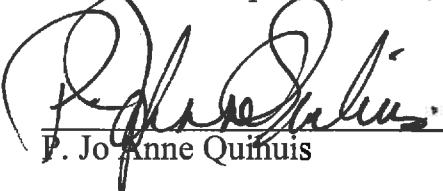
I am employed in the County of the San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is 1839 Commercenter West, San Bernardino, California 92408-3303.

On April 19, 2013, I served the foregoing document(s) described as: **ANTELOPE VALLEY-EAST KERN WATER AGENCY'S OPPOSITION TO MOTION IN LIMINE TWO OF QUARTZ HILL WATER DISTRICT** on the interested parties in this action served in the following manner:

■ **BY ELECTRONIC SERVICE AS FOLLOWS** by posting the document(s) listed above to the Santa Clara website in the action of the *Antelope Valley Groundwater Litigation*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No. 1-05-CV-049053.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 19, 2013, at San Bernardino, California.



P. Jo Anne Quinuis