

VEATCH CARLSON, LLP

March 12, 2013

ATTORNEY-CLIENT FEE AGREEMENT

Veatch Carlson, LLP (hereinafter "Attorney"), and the Central Basin Municipal Water District (hereinafter "Client") hereby agree that Attorney will provide legal services to Client, on the terms and conditions set forth below, and that Client will pay in full for all of those services.

1. CONDITIONS. This Attorney-Client Fee Agreement ("Agreement") shall take effect, upon execution by Attorney and Client.

2. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement, Client hereby hires Attorney to provide legal services as follows:

- A. Investigate facts relating to agenda posting procedures for January 24, 2013 special meeting of the Client's Board of Directors ("January 24th meeting"); and
- B. Analyze and render legal opinions concerning procedures for Brown Act compliance for the January 24th meeting.

Attorney will provide those legal services which are reasonably required to represent Client with respect to the matters described above (the "Representation"). Attorney will take reasonable steps to keep Client informed of the progress of the Representation and to respond to Client's inquiries regarding the Representation. Services in any matter not described above will require a separate written agreement.

3. CLIENT DUTIES. Client agrees to be truthful with Attorney, to cooperate, make employees available to Attorney for interviews, make all necessary documents available to Attorney, keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement and to pay Attorney's bills on time.

4. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorney's prevailing rate for all time spent by Attorney's legal personnel for all services rendered. The current prevailing rate is \$300.00 per hour, charged in 1/10 hour increments with no artificial minimums.

5. COSTS AND OTHER CHARGES. Attorney may incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the Attorney's hourly fees. If applicable, the costs and expenses commonly include but are not limited to: fees for computerized/electronic legal research such as Lexis/Nexis and Westlaw, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling. To aid in the

tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

18. COUNTERPARTS. This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 20 below. One fully executed original counterpart shall be delivered to Attorney and the remaining two original counterparts shall be retained by Client.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

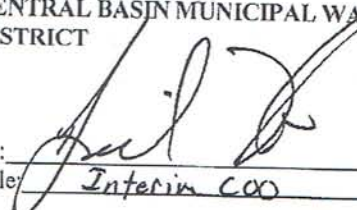
21. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by all of them, or an oral agreement only to the extent that the parties carry it out.

22. EFFECTIVE DATE. This Agreement shall take effect upon Client's receipt of two fully executed original counterparts, as set forth in section 17 above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING TERMS AND CONDITIONS, AND AGREES TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDES SERVICES DESCRIBED HEREIN. CLIENT AGREES TO BE LIABLE FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.


Dated: 3-15-13

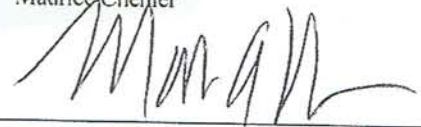
CENTRAL BASIN MUNICIPAL WATER DISTRICT

By: 
Title: Interim COO

VEATCH CARLSON, LLP

Dated: 3-15-13

By: 
Maurice Chenier

By: 
Mark Weinstein

Partner