

# FEE EXEMPT

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14  
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16  
17 FOR THE COUNTY OF SAN BERNARDINO

18 CHINO BASIN MUNICIPAL WATER  
19 DISTRICT,

20 Plaintiff,

21 v.

22 CITY OF CHINO, ET AL.,

23 Defendants.

**Case No. RCV RS 51010**

[Assigned for All Purposes to the  
Honorable Stanford E. Reichert]

**CHINO BASIN WATERMASTER'S  
LIMITED OPPOSITION TO MOTION OF  
APPROPRIATIVE POOL MEMBER  
AGENCIES RE: AGRICULTURAL POOL  
LEGAL AND OTHER EXPENSES**

Date: November 13, 2020  
Time: 1:30 p.m.  
Dept: S35

[Filed concurrently herewith: Declaration of  
Joseph S. Joswiak; Declaration of Traci Stewart]

Chino Basin Watermaster (“Watermaster”) hereby files this Limited Opposition to the Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal and Other Expenses (“Motion”).

**I. INTRODUCTION**

The Motion arises from conflicting interpretations of Peace Agreement Section 5.4(a) asserted by eleven members of the Appropriative Pool (“Eleven Appropriators”) on the one hand, and the Overlying (Agricultural) Pool (“Ag Pool”) on the other. Watermaster is not a party to the Peace Agreement, however, pursuant to Court order it must act in a manner consistent with the Peace Agreement and implement its provisions. Section 5.4(a) provides that the Appropriative Pool will pay the “assessments and expenses of the Agricultural Pool including those of the Agricultural Pool Committee,” but does not describe the manner in which Watermaster must facilitate such payment.

Unlike other provisions of the Peace Agreement from which express Watermaster duties arise, Section 5.4(a) does not include specific direction to Watermaster in this regard, nor does any Watermaster Rule or Regulation. By way of its Reply in Support of Motion of Appropriative Pool Member Agencies Re: Agricultural Pool Legal and Other Expenses (“Reply”), the Eleven Appropriators make clear that pursuant to Paragraph 31 of the Judgment, they seek to challenge Watermaster’s actions in implementing Section 5.4(a) through its historical procedure and selected method of invoicing the members of the Appropriative Pool to cause the payment of the “assessments and expenses” of the Ag Pool. They seek a Court determination that Watermaster is “bound” to follow unspecified Judgment procedures.

At the Ex Parte Hearing before the Court on October 22, 2020, Watermaster represented to the parties and to the Court that it takes no position on the interpretation of Section 5.4(a) and that Watermaster, as the Court’s administrator of the decree, does not oppose the Court’s review of its actions and the performance of its duties. Watermaster’s direct responsibility to this Court is to faithfully administer the decree and carry out the Court’s orders.

This Limited Opposition explains the reason, origin, and consistent performance of Watermaster’s duty to proceed in accordance with the Peace Agreement pertinent to Section

1 5.4(a) in the absence of a clear directive. There is no procedure set forth in the Judgment that  
2 addresses how Watermaster would arrange for the payment of the Ag Pool's assessments and  
3 expenses by the Appropriative Pool. Consequently, Watermaster, with the express and implied  
4 consent of the parties to the Judgment, chose to follow a procedure previously agreed to by the  
5 two Pools in 1988 for the purpose of conveniently and accurately apportioning the amount of the  
6 Ag Pool's assessments and expenses among the members of the Appropriative Pool. This became  
7 the selected method to cause the Appropriative Pool's payment of assessments and expenses  
8 incurred by the Ag Pool. Each and every Assessment Package approved by the Pool Committees  
9 and the Advisory Committee, adopted by the Board, and included in the Annual Reports filed  
10 with the Court since the adoption of the Peace Agreement, has included the summary of this  
11 procedure.

12 By way of this Limited Opposition, Watermaster requests either the Court's affirmation  
13 that it acted appropriately in implementing Section 5.4(a) as described, or alternative direction as  
14 the Court deems appropriate.

## 15 **II. BACKGROUND**

### 16 **A. Scope of Review**

17 The Reply asserts the Eleven Appropriators' intent to challenge Watermaster action under  
18 Paragraph 31 of the Judgment. In relevant part, Paragraph 31 provides: "All actions, decisions, or  
19 rules of Watermaster shall be subject to review by the Court on its own motion or on timely  
20 motion of any party." In in the instant case, Watermaster's action was to approve the Ag Pool's  
21 request to issue invoices to the members of the Appropriative Pool.

22 The Reply suggests there is a procedure rooted in the Judgment that binds Watermaster  
23 and that the issuance of the August 25, 2020 invoices was improper. If these are in fact their  
24 contentions, they are incorrect. As set forth below and reflected in the attached supporting  
25 declarations, Assessment Packages, and Annual Reports, there is no provision in the Judgment  
26 that has been ignored or violated by Watermaster and its issuance of the assessments is consistent  
27 with the express and implied agreement of the parties and custom and practice of implementation  
28 for the past twenty years. Watermaster's accommodation of the parties' requests in the method

1 selected for processing “payment” is in conformity with this Court’s June 2000 Order to proceed  
2 in accordance with the Peace Agreement and the parties’ consent to such practice. However,  
3 Watermaster’s implementation of Section 5.4(a) of the Peace Agreement does not constitute a  
4 review or approval of any of the parties’ actions undertaken pursuant to that Section. All three  
5 Pools, including the Ag Pool—not Watermaster—direct the affairs of each respective Pool and  
6 the tasks of its lawyers.

7 **B. Administration of Section 5.4 of the Peace Agreement**

8 Watermaster is not a party to the Peace Agreement. However, in its July 13, 2000 Order  
9 Concerning Adoption of the OBMP, this Court directed Watermaster to proceed in a manner  
10 consistent with the Peace Agreement. Section 5.4 of the Peace Agreement is entitled  
11 “Assessments, Credits, and Reimbursements.” It states, “After the Effective Date and until the  
12 termination of this Agreement, the Parties *expressly consent* to Watermaster’s performance of the  
13 following actions, programs or procedures regarding Assessments.” (Emphasis added.)  
14 Subsection (a) of Section 5.4 further provides:

15 During the term of this Agreement, all assessments and expenses of  
16 the Agricultural Pool including those of the Agricultural Pool  
Committee shall be paid by the Appropriative Pool. This includes  
17 but is not limited to OBMP Assessments, assessments pursuant to  
Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 both General  
18 Administrative Expenses and Special Project Expenses, 55, and  
Exhibit F (Overlying Agricultural Pool Pooling Plan) of the  
19 Judgment except however in the event the total Agricultural Pool  
Production exceeds 414,000 acre-feet in any five consecutive year  
20 period as defined in the Judgment, the Agricultural Pool shall be  
responsible for its Replenishment obligation pursuant to Paragraph  
21 45 of the Judgment.

22 Twelve years before the adoption of the Peace Agreement, the Appropriative Pool  
23 commenced paying for the Ag Pool’s expenses in consideration for an acceleration of the  
24 reallocation of unproduced Ag Pool water. (See Watermaster 42nd Annual Report, Appendix G  
25 filed with the Court on January 31, 2020; Declaration of Traci Stewart (“Stewart Decl.”), ¶ 4.)  
26 By agreement of the Appropriative Pool members, Watermaster apportioned the Ag Pool’s  
27 budgeted expenses among the Appropriative Pool members on a per acre-foot basis—e.g., each  
28 acre-foot of reallocated unproduced Ag Pool water produced by an Appropriative Pool member

1 was assessed a charge to cover the Ag Pool's annually budgeted administrative and special  
2 project costs. (Stewart Decl., ¶¶ 4-6.)

3 Upon the Court's direction that Watermaster must proceed in accordance with the Peace  
4 Agreement, Watermaster conferred with the members of the Appropriative Pool and established a  
5 procedure for paying the Ag Pool's assessment and expenses by assessing the members of  
6 Appropriative Pool in accordance with past practices. (Stewart Decl., ¶¶ 7-10.) The continuity of  
7 this practice is reflected in the Assessment Packages and summarized in the Watermaster Annual  
8 Reports immediately prior to and following the adoption of the Peace Agreement in June 2000.  
9 (*Id.* at ¶¶ 10-11.) This methodology continues to this day, and is a part of Watermaster's annual  
10 budget process. (Declaration of Joseph S. Joswiak ("Joswiak Decl."), ¶ 3.)

11 The Ag Pool is represented by legal counsel and the associated attorneys' fees are and  
12 have been (before and after the adoption of the Peace Agreement) included in the assessments and  
13 expenses paid by the Appropriative Pool members. (Stewart Decl., ¶¶ 4-10; Joswiak Decl., ¶¶ 4,  
14 7.) In 2009, concerns arose as a result of a budget transfer that allocated special project expenses  
15 to the Ag Pool. The concerns were resolved through a Joint Pool committee recommendation,  
16 which found that all Ag Pool expenses need to be "budgeted for and presented for Committee  
17 review and approval in the same form and fashion as [the] other two Pools." (Joswiak Decl., ¶ 17,  
18 Ex. D.)

### 19 C. Watermaster's Budget Process

20 In accordance with the Restated Judgment, the Chino Basin Watermaster Rules and  
21 Regulations, and Watermaster's policies, Watermaster has undertaken the same budget process  
22 each year for over twenty years. (See Restated Judgment, ¶ 30; Rules and Regulations, § 2.20;  
23 Joswiak Decl., ¶¶ 3-8; Stewart Decl., ¶¶ 3-11.)

24 Each fiscal year's (July to June) budget includes Pool Committee expenses, such as  
25 expenses for Pool Committee legal counsel, which are allocated to the members of the respective  
26 Pools. (Joswiak Decl., ¶ 4.) Every February, Watermaster requests the Pool Committee chairs and  
27 vice chairs provide their estimated budgets for the upcoming fiscal year. (*Ibid.*) The Pool  
28 Committees develop their estimated budgets on their own accord. (*Ibid.*) Watermaster does not

1 vet or audit the budgets proposed by the Pool Committees, including their budgets for legal  
2 services. (*Ibid.*) Each Pool determines its business; not Watermaster. Watermaster does not  
3 provide legal counsel to the Pools. Rather, each of the three Pools retains separate legal counsel  
4 that serves at the discretion of the Pool. Watermaster does not review the scope, task, work order,  
5 directions, summaries, and confidential briefings of their legal counsel.

6 In March and April of each year, Watermaster holds workshops with stakeholders to  
7 review and receive comments on the proposed budget. (Joswiak Decl., ¶ 5.) The draft budget is  
8 then presented to the Pool Committees for review and recommendation at their regular meetings  
9 in May. After consideration by the Pool Committees, the Advisory Committee reviews and  
10 approves the budget in May. The Watermaster Board thereafter adopts the budget in May. (*Ibid.*)

11 This approved budget is the basis of the Assessment Package which is ordinarily  
12 presented and approved in November. (Joswiak Decl., ¶ 5.) Upon approval of the Assessment  
13 Package, Watermaster invoices the respective Pool members to collect funds necessary to  
14 administer payments for their Pool Committee's budget expenses. (*Ibid.*) As discussed above, in  
15 the case of Ag Pool expenses, including its budgeted legal fees, Watermaster's assessments issued  
16 to the members of the Appropriative Pool are the method to cause the payment of the  
17 "assessments and expenses," spread according to the percentage of the unproduced Ag Pool water  
18 that each Appropriator is allocated. (*Ibid.*)

19 To the extent any Pool Committee expense exceeds the amount that has been budgeted  
20 and collected, the Pool Committee determines how to pay for the excess amounts. (Joswiak Decl.,  
21 ¶ 6.) In practice, each Pool Committee provides direction to Watermaster regarding payment of  
22 the excess amounts. For the Appropriative Pool and Overlying (Non-Agricultural) Pool,  
23 Watermaster is generally directed to invoice the Pool's members for the excess amounts. (*Ibid.*)  
24 With respect to the Ag Pool, if the excess can be covered through dollars already collected for  
25 another budgeted expense (e.g., transferring amounts budgeted to special projects to legal  
26 expenses), the Pool Committee will typically direct Watermaster to process a budget transfer.  
27 This has happened in regard to Ag Pool legal expenses in every year from 2015 to 2020.  
28 However, on the one occasion in which the excess could not be covered in that manner (i.e., this

1 year), the Ag Pool Committee requested Watermaster to increase the budget for the excess  
2 amount and directly bill the Appropriative Pool members for the increased budget. (*Ibid.*)

3 **D. Watermaster's Actions as to Pool Committee Legal Expenses and Invoices**

4 Watermaster treats the Pool Committee legal expenses and invoices for each Pool in the  
5 same manner. The Pool Committees direct their counsel; not Watermaster. Each of the Pool  
6 Committees provides its respective legal budget to be included in the overall fiscal year budget,  
7 and that budget proceeds through the Watermaster process. After the budget is approved and  
8 funds have been collected, the Pool Committee chairs direct Watermaster to make payment in the  
9 amount of the outstanding invoices only after they have been approved by the respective Pool  
10 Committee chairs. (Joswiak Decl., ¶ 19.) Watermaster does not review any information  
11 supporting the amounts due because Watermaster does not direct Pool Committee legal counsel  
12 and the information is subject to the attorney-client privilege. It only processes the payment of the  
13 invoiced amount in accordance with the direction provided from the Pool Committees honoring  
14 the discretion of each Pool to incur expenses as they may determine in the best interest of that  
15 Pool. (*Ibid.*)

16 To the extent any Pool Committee's legal expenses exceed the budgeted amount,  
17 Watermaster follows the procedures described above. (Joswiak Decl., ¶ 20.) Over the past several  
18 years, Watermaster has processed budget increases for each of the Pool Committee's legal  
19 services. (*Ibid.*) The budget increases have been approved in the sole direction of each of the Pool  
20 Committees and have not been subject to the other two Pool Committees, Advisory Committee or  
21 Watermaster Board review. (*Ibid.*)

22 Here, the conflict arises because unlike the payments for the expenses of the other two  
23 Pools, Section 5.4(a) establishes a requirement for the Appropriative Pool to pay "all assessments  
24 and expenses" of the Ag Pool. Watermaster followed the agreed upon process for having the  
25 stated assessments and expenses paid. As described above, Watermaster has not validated the  
26 legitimacy of the amounts stated; it has only tendered the amount due for payment by the  
27 Appropriative Pool. Thus, the Motion raises objections to the invoiced amount on the scope and  
28 conditionality of the payment obligation requiring the Court's interpretation of Section 5.4(a).

1 Watermaster simply issued the invoices in accordance with custom and practice and as further  
2 described immediately below, preserving to each side to the conflict, every argument and remedy  
3 they may have whatever they may be. It acted reasonably, reserving to the Court the role of  
4 interpreting Section 5.4(a).

5 **III. WATERMASTER APPROPRIATELY INVOICED THE APPROPRIATIVE**  
6 **POOL MEMBERS FOR THE AG POOL'S LEGAL SERVICES**

7 With respect to Watermaster's issuance of August 25, 2020 invoices to the Appropriate  
8 Pool for the Ag Pool's legal expenses, Watermaster acted in accordance with the Restated  
9 Judgment, this Court's orders, the Peace Agreement, its Rules and Regulations, and its long-  
10 standing practices. As described above, each of the Pool Committees set its 2019-2020 fiscal year  
11 legal budget. (Joswiak Decl., ¶ 9.) The Advisory Committee approved and the Watermaster  
12 Board adopted the Watermaster budget in May 2019, including these amounts. (*Ibid.*)

13 On a monthly basis, the Ag Pool's legal expenses tracked its budget until April 2020,  
14 when the Ag Pool's legal expenses exceeded the monthly budgeted amount. (*Id.* at ¶¶ 10-17, Exs.  
15 A-D.) By the end of the fiscal year, June 2020, the Ag Pool legal expenses had exceeded the  
16 budgeted amount by \$229,008.75. (*Ibid.*) To address the exceedance, the Ag Pool took the  
17 following action at a June 30, 2020 special meeting:

18 Pursuant to the terms of the Peace Agreement (Paragraph 5.4(a)),  
19 all assessments and expenses of the Ag Pool shall be paid by the  
Appropriate Pool.

20 The Ag Pool has exceeded the budget for FY (2019/20). Currently  
21 the May 2020 Ag Pool legal services invoice has not been paid, and  
22 the Watermaster hereby is asked to pay all pending invoices  
including, and without limitation, the TMDL costs for SAWPA.

23 Among other tasks, funds from the Ag Pool Special Projects budget  
(account 8471) should be moved to the Ag Pool Legal Services  
24 Budget (account 8467).

25 The Watermaster has refused to promptly pay the pending invoices  
without justification and should amend the budget as appropriate  
26 and necessary to cover all pending invoices.

27 (*Id.* at ¶ 11, Ex. A.) In accordance with this action, Watermaster transferred a portion of the Ag  
28 Pool's budget for other expenses to cover a portion of the increased expenses for the Ag Pool's



1 legal services. (*Id.* at ¶ 12.) At a special meeting on August 4, 2020, the Watermaster Board  
2 directed staff to offer the proposed assessment of Ag Pool legal expenses on the members of the  
3 Appropriative Pool to the Pool Committees and Advisory Committee for advice and assistance at  
4 their regular meetings in August. (*Id.* at ¶ 13, Ex. B.)

5 At their August meetings, the Ag Pool and the Overlying (Non-Agricultural) Pools  
6 considered the item, but offered no advice or assistance. (Joswiak Decl., ¶ 14.) The Appropriative  
7 Pool Committee provided the following advice:

8 Consistent with the purpose of the Pools offering advice and  
9 assistance to Watermaster pursuant to the Special Joint Pool  
10 committee April 11, 2009 memorandum, because the Agricultural  
11 Pool's budget increase remains in dispute and the Appropriative  
12 Pool continues to extend invitations to the Ag Pool to meet  
regarding Ag's expenses, pending a meeting, response to requests  
for information relating to Ag's expenses or other resolution of the  
dispute, the Appropriative Pool is opposed to the budget increase  
and related funds transfer.

13 (*Id.* at ¶ 15, Ex. C.) The Advisory Committee offered no advice or assistance on the matter. (*Id.*  
14 at ¶16.) At its August 25, 2020 meeting, the Watermaster Board voted to direct staff to issue  
15 invoices to the Appropriative Pool parties for the Ag Pool's increased legal expenses. (*Id.* at ¶ 17-  
16 18, Ex. D-E.)

#### 17 **IV. CONCLUSION**

18 In the end, the public interest in the sustainable management of the Chino Basin deserves  
19 the open and transparent administration of the decree and when necessary, the evaluation of  
20 Watermaster functions. Watermaster offers this Limited Opposition to fairly state the procedure it  
21 selected to implement Section 5.4(a) and thereafter faithfully followed, and why it believes it was  
22 and continues to be prudent and reasonable under the circumstances. Further, it is aware of no  
23 provision of the Judgment, the Peace Agreement, Watermaster Rules and Regulations that binds,  
24 compels, or suggests a better method of proceeding. The selected methodology preserves to the  
25 Parties the right to object to the invoices as the Motion now puts at issue. Accordingly,  
26 Watermaster has reserved to the parties to the Judgment and the Peace Agreement their respective  
27 rights to seek appropriate relief that will better inform future administration of the decree in  
28 implementing Section 5.4(a) rather than interject itself into the interpretation. Subject to the

1 Court's review and rulings of the Motion and Limited Opposition, Watermaster requests the  
2 Court's acknowledgment that it has proceeded properly or, in the alternative, the Court's  
3 direction to Watermaster as to how it may better address the situation in the future.

4  
5  
6  
7 Dated: October 27, 2020

BROWNSTEIN HYATT FARBER  
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8  
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CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On October 27, 2020 I served the following:

1. CHINO BASIN WATERMASTER'S LIMITED OPPOSITION TO MOTION OF APPROPRIATIVE POOL MEMBER AGENCIES RE: AGRICULTURAL POOL LEGAL AND OTHER EXPENSES

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

**See attached service list: Mailing List 1**

/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on October 27, 2020 in Rancho Cucamonga, California.



By: Janine Wilson  
Chino Basin Watermaster

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