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SUPERIOR COURT OF THE STATE OF CALIFORNIA

11

FOR THE COUNTY OF SAN BERNARDINO

12

13 CHINO BASIN MUNICIPAL WATER  
DISTRICT,

14

Plaintiff,

15

vs.

16

CITY OF CHINO, ET AL.,

17

Defendants.

18

19

Case No: RCVRS 51010

*Assigned for All Purposes to:  
Honorable Stanford E. Reichert*

**MOVING PARTIES' SURREBUTTAL  
TO WATERMASTER'S LIMITED  
RESPONSE TO REBUTTAL BRIEF AND  
OBJECTIONS**

Date: April 22, 2022

Time: 1:30 p.m.

Department: S35

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17 MONTE VISTA IRRIGATION COMPANY

1 **I. INTRODUCTION**

2 The central assertion of Watermaster’s Limited Response (“Limited Response”) to the  
3 Moving Parties’ Rebuttal Brief and Objections Re: Joint Statement Regarding Settlement  
4 Between the Pools (“Rebuttal Brief & Objections”) is an unprecedented proposition that the  
5 Appropriative Pool (“AP”) holds carte blanche authority to “act in a representative capacity” on  
6 behalf of AP members, and, in particular, to bind members to the “Terms of Agreement”  
7 (“TOA”) that purports to resolve disputes pertaining to the Peace Agreement. (Limited Response,  
8 1:15-16, 1:25-26.) This sweeping new proposition finds no support in the language of the  
9 Judgment or the Peace Agreement.

10 The AP is not a party to the Judgment. It is a creation of the Judgment and not a public  
11 agency endowed with governing powers pursuant to an enabling statute. Its limited function is  
12 defined by the specific document that created it, i.e., the Judgment, and the intent of the  
13 stipulating parties to the Judgment. The plain language of the Judgment provides that the Pools  
14 are created to serve in an administrative and advisory capacity to Watermaster. (Judgment ¶¶ 38,  
15 41 & 43.) Paragraph 38 establishes the limited scope of the Pools’ authority to take collective  
16 action by majority vote in carrying out their designated functions. None of the additional  
17 Judgment provisions cited in the Limited Response broadens this scope. (Limited Response,  
18 2:12-3:9, citing Judgment ¶¶ 39, 40, 41 & 43.)

19 Neither the Judgment nor the Peace Agreement reflects any intent by individual Pool  
20 members to delegate authority to the AP to bind them to an agreement such as the TOA – and  
21 certainly not over their objections. To the contrary, the Peace Agreement and, in particular,  
22 Section 10.14 confirms that each party acts on its own behalf (including the Moving Parties  
23 Chino, Ontario, and Monte Vista), as follows: “The Parties hereby agree that no amendments may  
24 be made to this [Peace] Agreement without the express written approval of each Party to this  
25 Agreement.” Section 10.14 cannot be reconciled with the surprising proposition that parties  
26 signing the Peace Agreement somehow granted the AP carte blanche authority to “represent” their  
27 interests.

1           The lack of any unbounded delegation of authority to the AP is consistent with legal  
2 requirements pertaining to public agencies. Public agencies including Moving Parties cannot  
3 lawfully delegate their authority to enter contracts without observing certain formalities not  
4 present here.<sup>1</sup> The efforts by a majority of the AP to impose contract obligations on the objecting  
5 minority, i.e., the Moving Parties, usurps not only those formalities and the Moving Parties’  
6 independent governing and contracting powers.

7           Furthermore, parties to the Judgment could not have intended to make an unbounded  
8 delegation of authority in violation of law and public policy. (See, e.g., *Bagley v. City of*  
9 *Manhattan Beach* (1976) 18 Cal.3d 22 [invalidating a measure that constituted an unlawful  
10 delegation of City Council authority].) Just as the Court found that “[n]o reasonable person  
11 would make a contract that would obligate that person to pay another party’s expenses without  
12 limit and without knowledge of the nature of the expenses . . .” (May 28 Order, 1.B), it must also  
13 be true that no reasonable person would authorize someone else to bind them to a contract over  
14 their objections.

15           For all these reasons and more, actions by the AP, beyond the limited scope of its  
16 authority to act collectively by majority vote, require consensus – or at least consent – by the  
17 parties whose contractual rights and financial interests are affected by the proposed action. (See,  
18 e.g., *Dow v. Lassen Irrigation Co.* (2022) 75 Cal.App.5th 482 [water rights holders whose  
19 pecuniary interests would be affected by a court order has standing to appeal; watermaster could  
20 not appeal because its interests were administrative].)

21           A majority of the AP has never before asserted a right to rule the minority by binding  
22 them to an agreement such at the TOA. While it is understandable that Watermaster might wish  
23 to accept the dictates of the majority in the interest of Watermaster’s perceived administrative  
24 efficiency, neither the Pools’ authority nor Watermaster’s is unbounded.

25 \_\_\_\_\_  
26 <sup>1</sup> Contracts that lack the requisite formalities are unenforceable against public entities. (See, e.g.,  
27 Gov. Code, § 40602 [contracts with a general law city such as Chino must be signed by the  
28 mayor]; *South Bay Senior Housing Corp. v. City of Hawthorne* (1997) 56 Cal.App.4th 1231;  
*G.L. Mezzetta, Inc. v. City of American Canyon* (2000) 78 Cal.App.4th 1087; *Torres v. City of*  
*Montebello* (2015) 234 Cal.App.4th 382 [persons dealing with a public agency are presumed to  
know the law with respect to any agency’s authority to contract and disregard it at their peril].)

1 **II. THE JUDGMENT ESTABLISHES THE LIMITED ROLE OF THE POOLS.**

2 The Judgment was entered by stipulation of the parties, and is therefore interpreted by the  
3 rules applicable to contracts. (*Jamieson v. City Council of the City of Carpinteria* (2012) 204  
4 Cal.App.4th 755, 761.) The first rule of contract interpretation is to give effect to the parties’  
5 intentions, initially by looking at the language of the contract itself. If the language is clear and  
6 explicit, and does not involve an absurdity, it controls interpretation. (*Ibid.*) Here, the plain  
7 language of the Judgment reflects the parties’ intent that the Pools shall serve in an administrative  
8 and advisory capacity to Watermaster. (Judgment ¶¶ 38, 41 & 43.) Paragraph 38 establishes the  
9 limited scope of the Pools’ authority to take collective action by majority vote in carrying out  
10 designated functions.

11 **A. Judgment ¶ 38 Limits the Power and Function of the Pools.**

12 Paragraphs 38, 41, and 43 of the Judgment provide for the creation of Pools to serve in an  
13 administrative and advisory capacity to Watermaster. Paragraph 38 of the Judgment uses  
14 mandatory language “shall” to establish and limit the role of the Pools as follows:

15 38. Powers and Functions. The powers and functions of the respective  
16 Pool Committees . . . **shall** be as follows:

17 (a) Pool Committees. Each Pool Committee shall have the power and  
18 responsibility for developing policy recommendations for administration of its  
19 particular pool, as created under the Physical Solution. All actions and  
20 recommendations of any Pool Committee which require Watermaster  
21 implementation shall first be noticed to the other two pools. If no objection is  
22 received in writing within thirty (30) days, such action or recommendation shall be  
23 transmitted directly to Watermaster for action. If any such objection is received,  
24 such action or recommendation shall be reported to the Advisory Committee  
25 before being transmitted to Watermaster.

26 (b) Advisory Committee. . . . .

27 (c) Review of Watermaster Actions. Watermaster (as to mandated  
28 action), the Advisory Committee or any Pool Committee shall be entitled to  
employ counsel and expert assistance in the event Watermaster or such Pool or  
Advisory Committee seeks Court review of any Watermaster action or failure to  
act. The cost of such counsel and expert assistance shall be Watermaster expense  
to be allocated to the affected pool or pools.

1 (Emphasis added.) The mandatory phrase, “shall be as follows,” in Paragraph 38 demonstrates  
2 the parties’ intention to define the full scope of the Pools’ role under the Judgment.<sup>2</sup> If the  
3 stipulating parties had intended to ascribe additional functions to the Pools, they could have used  
4 permissive language such as, “powers and functions . . . may include,” or they could have  
5 indicated that the enumerated functions are “among others.” In the absence of such language, the  
6 Judgment cannot be interpreted as establishing a broad delegation of authority to the Pools. In  
7 any event, the limited scope of Pool authority cannot reasonably extend to support collective  
8 action by a majority of the AP to impose new contract obligations on an objecting minority, i.e.,  
9 Moving Parties, thereby usurping their independent governing authority and contract powers.

10 **B. Judgment ¶ 43 Does Not Expand the Role of the Pools Beyond ¶ 38.**

11 The Limited Opposition points to Paragraph 43 of the Judgment as providing broad  
12 authority for actions implementing the Optimum Basin Management Plan (“OBMP”):<sup>3</sup>

13 43. Multiple Pools Established. There are hereby established three (3)  
14 pools for Watermaster administration of, and for the allocation of responsibility  
15 for, and payment of, costs of replenishment water and other aspects of this  
Physical Solution.

16 (See Limited Opposition, 2:12-3:9.) However, nothing in Paragraph 43 expands the role of Pools  
17 beyond the mandatory scope established by Paragraph 38. Paragraph 43 outlines administrative  
18 functions of the Pools in a manner consistent with Paragraph 38(a), which provides in relevant  
19 part that “[e]ach Pool Committee **shall have the power and responsibility for developing policy**  
20 **recommendations for administration of its particular pool**, as created under the Physical  
21 Solution.” (Emphasis added.) There is no conflict between these paragraphs, and nothing in  
22 either paragraph grants the Pools authority to bind their respective members to agreements such  
23 as the TOA.

24  
25 <sup>2</sup> Notably, Paragraph 38 does not endow the Pools with any independent authority to carry out  
26 the Physical Solution. Watermaster, not the Pools, is the implementing authority for the  
Judgment and its physical solution, subject to judicial review.

27 <sup>3</sup> The Limited Opposition also appears to acknowledge that Paragraph 41 gives Watermaster –  
28 not the Pools – certain discretionary powers to develop the OBMP. (See Limited Opposition,  
2:22-24.)

1 **III. THE PEACE AGREEMENT DOES NOT CONFER AUTHORITY ON THE AP TO**  
2 **REPRESENT ITS MEMBERS.**

3 The Court has found, and the Limited Response acknowledges, that the Peace Agreement  
4 is “a contractual agreement among the parties thereto.” (Limited Opposition, 1:17-18.) Thus,  
5 like the Judgment, the Peace Agreement must be interpreted to give effect to the mutual intention  
6 of the parties. (See, e.g., *Jamieson, supra*, 204 Cal.App.4th at p. 761.) The language of the Peace  
7 Agreement confirms that each party intended to act on its own behalf.

8 Nothing in the Peace Agreement reflects any designation of the AP to “represent” the  
9 interests of individual AP members based upon majority vote. To the contrary, each of the  
10 Moving Parties (i.e., Chino, Ontario, and Monte Vista) is a signatory and party to the Peace  
11 Agreement retaining full authority to represent its own interests. Section 10.14 of the Peace  
12 Agreement, which prohibits amendments without the express written consent of each party,  
13 makes it clear that each Peace Agreement signatory represents its own interests and has standing  
14 to enforce its respective rights. In fact, members of the AP including the Moving Parties did just  
15 that in connection with recent motions leading to the December 3 and May 28 Court Orders.

16 Additionally, Section 1.1(b) of the Peace Agreement defines “Appropriative Pool” to  
17 “have the meaning as used in the Judgment . . . **includ[ing] all its members.**” (Emphasis added.)  
18 Accordingly, all rights and obligations nominally assigned to the “Appropriative Pool” by the  
19 Peace Agreement, in fact, are subject to the Judgment and belong to the member(s) of the AP, as  
20 applicable.<sup>4</sup> The terms “sole obligor” or “obligor,” used by Watermaster and the Pools to label  
21 the AP as the entity responsible for making payments under Section 5.4(a), do not find their  
22 origins in the Peace Agreement. These terms were manufactured by the AP members who agreed  
23 to the TOA to support the legal fallacy of majority rule, and adopted by the Limited Opposition.

24 Finally, nothing in the AP resolution that authorizes execution of the Peace Agreement on  
25 behalf of the AP confers any additional authority on the AP (see Exhibit A to Kavounas Decl.,  
26

27 <sup>4</sup> For example, it is the AP members (not the Pool) that pay Ag Pool expenses under Section  
28 5.4(a) of the Peace Agreement. (Peace Agreement, §§ 1.1(b); 5.4(a); see also Declaration of S.  
Burton, filed Apr. 1, 2022, at ¶ 10.)

1 filed Apr. 7, 2022), nor could it. The resolution is unsigned by the AP, but assuming it was  
2 approved, the resolution contains nothing reflecting a lawful and binding delegation of authority  
3 by individual members, to the AP, and authorizing the AP to represent the members' individual  
4 rights and interests under the Peace Agreement. Such rights are retained by the parties to the  
5 Peace Agreement.

6 **IV. THE UNPRECEDENTED INTERPRETATION ADVANCED BY THE LIMITED**  
7 **RESPONSE WOULD UNLAWFULLY EXPAND THE POOLS' FUNCTION.**

8 The Limited Response avoids suggesting any limitations as to what actions the AP could  
9 take in a representative capacity on behalf of all its members. According to the Limited  
10 Response, a majority of the AP seemingly holds a carte blanche to dictate to the minority. While  
11 it is understandable that Watermaster may endorse majority rule for the sake of administrative  
12 efficiency, neither the Pools' authority nor Watermaster's is unbounded.

13 As discussed above, both the Judgment and the Peace Agreement must be interpreted  
14 pursuant to the rules of contract interpretation to effectuate the reasonable expectations of the  
15 parties. The 2009 Memo well-illustrates the reasonable expectations of the parties to the  
16 Judgment and Peace Agreement, as follows:

17 . . . Under Section 38(a) Pool Committees are limited to 'developing policy  
18 recommendations for administration of its particular Pool.' Special Project expense  
19 necessarily must be part of the Physical Solution which is under the control of the  
20 Court and its Court appointed Watermaster. While the Pool Committees are there  
to provide advice and assistance to Watermaster they may not supplant  
Watermaster's Physical Solution authority under Section 41.

21 This recitation from the 2009 Memo confirms the parties' understanding that the function of the  
22 Pools is "limited to 'developing policy recommendations for administration of its particular  
23 Pool.'" It also confirms the role of the Pools in providing advice, assistance and  
24 recommendations to Watermaster for Pool administration. Finally, it confirms that Watermaster,  
25 not the Pools, is responsible for implementing the Judgment's Physical Solution.

26 The 2009 Memo certainly does not support the novel concept advanced by the Limited  
27 Response to the effect that a majority of the AP can bind the minority to an agreement such as the  
28 TOA by majority vote. To the contrary, just as the Court found that "[n]o reasonable person



1 would make a contract that would obligate that person to pay another party's expenses without  
2 limit and without knowledge of the nature of the expenses . . ." (May 28 Order, 1.B), it must also  
3 be true that no reasonable person would authorize someone else to bind them to a contract over  
4 their objections.

5 Furthermore, regardless of intention, public agencies including Moving Parties cannot  
6 lawfully delegate their authority to enter contracts such as the TOA without observing certain  
7 formalities not present here. Each Moving Party is an independently constituted public entity  
8 with its own governance structure including a City Council or Board of Directors, which holds the  
9 authority to settle matters to which it is a party. (*Reams v. Cooley* (1915) 171 Cal. 150 [a contract  
10 not executed in the manner authorized by law is not enforceable against the public agency].) This  
11 governmental authority to settle claims and execute contracts has never been delegated to the AP  
12 pursuant to the Judgment or Peace Agreement.

13 Moreover, contracts including the Peace Agreement and the TOA are invalid and  
14 unenforceable to the extent they violate public policy. (See, e.g., Civ. Code, § 1667.2 [a contract  
15 that violates public policy is illegal].) As discussed in more detail in prior briefing, public water  
16 suppliers and governmental entities with public duties that prevent them from entering into "blank  
17 check" arrangements (see, e.g., *Ecco-Phoenix Electric Corp. v. Howard J. White, Inc.* (1969) 1  
18 Cal.3d 266, 272), which necessarily would preclude any "carte blanche" delegation of  
19 governmental authority to others. (See also *Bagley, supra*, 18 Cal.3d 22.) Prohibited  
20 arrangements would include anything requiring or forcing AP members to pay hundreds of  
21 thousands of dollars for Ag Pool legal expenses incurred in fiscal years 2019-20 and 2020-21, to  
22 which the Ag Pool has established no entitlement whatsoever, and over the objections of Moving  
23 Parties.

24 **V. THE POOLS' TOA ILLUSTRATES THE INVALIDITY OF WATERMASTER'S**  
25 **REASONING.**

26 The TOA well-illustrates the flaws and invalidity of Watermaster's reasoning in support  
27 of unbounded majority rule within the Pools. As discussed in detail in the Rebuttal Brief &  
28 Objections, the TOA is unlawful and invalid agreement that contravenes the Peace Agreement

1 and the May 28 and December 3 Court Orders. It serves as an example of the importance of  
2 observing the limits of Pool authority under the Judgment.

3 Among other things, the TOA would obligate AP members to pay Ag Pool legal expenses  
4 in amounts so egregiously in excess of any reasonable valuation of the Ag Pool's claims as to  
5 constitute an illegal gift of public funds. (Cal. Const., art. XVI, § 6; *Jordan v. Department of*  
6 *Motor Vehicles* (2002) 100 Cal.App.4th 431, 453 ["An award of a gift of public funds is not  
7 authorized by law; the state could not agree to it, the Legislature could not authorize it, and  
8 neither this nor any court could confirm it."].) As determined by the May 28 Order, requiring  
9 payment of someone else's legal expenses in the absence of adequate documentation is  
10 fundamentally unfair and a violation of due process. Unredacted invoices for Ag Pool legal  
11 expenses have never been provided to members of the AP, contrary to the May 28 Order.  
12 (Declaration of S. Burton, filed Apr. 1, 2022, at ¶¶ 7-8.)

13 Public water suppliers such as Moving Parties have a responsibility to ensure that  
14 expenses passed through to the public taxpayers and ratepayers through water rates are  
15 documented and justified as being payable, which they cannot do without the invoices. Under the  
16 Judgment, a majority of the AP cannot lawfully, and should not be allowed, to force a minority to  
17 relinquish their fiscal responsibility in the manner contemplated by the TOA and the Limited  
18 Response.

19 **VI. CONCLUSION**

20 For all the reasons stated herein and in the Rebuttal Brief & Objections, the Pools lawfully  
21 cannot, and have not, bound the Moving Parties to the TOA.

22  
23 Dated: April 14, 2022

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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 April 14, 2022 I served the following:

1. MOVING PARTIES' SURREBUTTAL TO WATERMASTER'S LIMITED RESPONSE TO REBUTTAL BRIEF AND OBJECTIONS

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:

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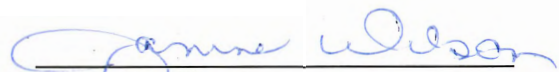
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 14, 2022 in Rancho Cucamonga, California.



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