

1 Jimmy L. Gutierrez (SBN 59448)
2 JIMMY L. GUTIERREZ LAW CORPORATION
3 12616 Central Avenue
4 Chino, California 91710
5 Telephone: (909) 591-6336

FEE EXEMPT PER GOV. CODE § 6103

6 Attorney for Defendant City of Chino

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10
11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

CASE NUMBER: RCVRS 51010
[Assigned for All Purposes to Honorable
Stanford E. Reichert, Dept. S35]

**DECLARATION OF ANGELA ROBLES
IN SUPPORT OF MOVING PARTIES'
REPLY TO SURREBUTTAL FILED BY
THE APPROPRIATIVE POOL AND THE
AGRICULTURAL POOL**

Date: April 22, 2022
Time: 1:30 p.m.
Dept.: S35

(FEE- EXEMPT PER GOVERNMENT CODE § 6103)

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18
19
20 I, Angela Robles, declare as follows:

21 1. I have been the City Clerk for the City of Chino continuously since June 1,
22 2010. I make this declaration based upon my personal knowledge. If called to testify in this
23 matter, I would competently testify to the matters set forth herein.

24 2. As the City Clerk, it is my responsibility to maintain the records of the Chino
25 City Council including the minutes of all City Council meetings and all documents signed by
26 the Mayor of the City of Chino. All such documents are maintained electronically on a
27 system that is under my control.

28
1
**DECLARATION OF ANGELA ROBLES IN SUPPORT OF MOVING PARTIES' REPLY TO
SURREBUTTAL FILED BY THE APPROPRIATIVE POOL AND THE AGRICULTURAL POOL**

1 3. I oversee the preparation of the agendas of the meetings of the Chino City
2 Council and all documents pertaining to the business items listed on the agendas. I post the
3 agendas of each City Council meeting and the documents pertaining to each agenda item on a
4 bulletin at the Chino City Hall and onto the City's website at least 72 hours prior to each
5 regular City Council meeting.

6 4. After the City Council approves documents that require the signature of Mayor
7 Eunice M. Ulloa, I meet with her to sign them. I have followed this procedure with Mayor
8 Ulloa for 6 years and I am familiar with her signature.

9 5. I reviewed the minutes of the City Council meetings for 1977 with the purpose
10 of locating the City Council approval of the Judgment that adjudicated the Chino Basin. I
11 found the minutes of the August 2, 1977 Chino City Council meeting that show it approved
12 the "Stipulation for Judgment" at Bate stamped page 180, which I attach with pages 169 and
13 181 as Exhibit 1 hereto. I also found the "Stipulation for Judgment" with the signature of
14 Mayor Bob B. McLeod on August 2, 1977, two attachments and a transmittal letter from Joan
15 Kruse to Mr. Brommenschenkel dated August 8, 1977, which I attach as Exhibit 2 hereto.

16 6. This week, I was presented with a document called "Terms of Agreement"
17 dated March 22, 2022 attached as Exhibit 3 hereto. No one has asked me to place the "Terms
18 of Agreement" on an agenda of the Chino City Council for discussion or approval. The
19 Chino City Council has not approved the "Terms of Agreement." The "Terms of Agreement"
20 contains two signatures that I do not recognize. It does not contain the signature of Chino
21 Mayor Eunice M. Ulloa.

22 I declare under penalty under the laws of the State of California that the foregoing is
23 true and correct.

24 Executed at Chino, California on April 14, 2022.

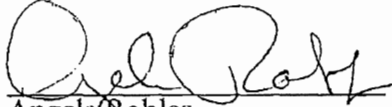
25 
26 Angela Robles
27 City Clerk for the City of Chino

EXHIBIT 1

M I N U T E S
CHINO CITY COUNCIL REGULAR MEETING
AUGUST 2, 1977

169

Mayor Bob B. McLeod called the Regular Chino City Council Meeting of August 2, 1977, to order at 7:35 p.m.

Councilman Pete Garcia led the pledge to the flag.

The invocation was offered by Mayor McLeod.

ROLL CALL:

Present: Carter, Frketich, Garcia, Martinez, McLeod
Absent: None
Staff: Anderson, Baxter, Bender, Chiniaeff, Eide, Fenstermaker,
Gerardi, Gutierrez, Diaz, Kruse, Pratt, Varela

PRESENTATION:

Mayor McLeod asked Miss Teresa Escobar, Miss Chino of 1976-77, to come forward. Miss Escobar did and was presented with Commendation Resolution No. C-32, on behalf of Council. Miss Escobar thanked the members of Council and stated that she had been very proud to represent the citizens of Chino during her term.

Miss Meiko Takaoka, an exchange student from Japan who was visiting in Chino, was presented with a tile plaque of the City for presentation to the Mayor of her City, Itami, Hyogo, in Japan. The Mayor extended his congratulations to Miss Takaoka for representing her country so well.

Mayor McLeod, on behalf of Council, asked that a Commendation Resolution be drawn up to honor Ben Burrell, who recently retired as a Traffic Referee.

I. CONSENT CALENDAR

Motion: Moved by Frketich, seconded by Garcia, to approve the CONSENT CALENDAR, Items (A) through (E) as recommended.

AYES: COUNCILMEMBERS: FRKETICH, GARCIA, CARTER, MARTINEZ, McLEOD
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE -carried-

- A. APPROVAL OF MINUTES - Of the Adjourned Regular Chino City Council Meeting of June 4, 1977. Recommended by the City Clerk.
- B. APPROVAL OF WARRANTS - Demand Register No. 1, Dated July 15, 1977, Warrant Nos. 6006-6063 and 39868-39905, in the amount of \$606,181.41; and Demand Register No. 2, Dated July 22, 1977, Warrant Nos. 6078-6277, in the amount of \$103,931,80, for a total of \$710,113.21. Recommended by the Director of Finance.
- C. CITY OF CHINO PROJECT STATUS REPORT (Informational) Submitted by the Director of Public Works.
- D. TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS (Informational) Submitted by the Director of Public Works.
- E. APPLICATION FOR ALCOHOLIC BEVERAGE CONTROL LICENSE Brat's Family Pizza, 12438 Central, On Sale Beer, Per Tsf. (Informational Only)

VIII. CITY MANAGER'S AGENDA (CONTINUED)

C. LATE REPORTS (NONE)

- IX. REDEVELOPMENT AGENCY 9:50 P.M. COUNCIL RECESSED
9:52 P.M. COUNCIL RECONVENED
- X. EXECUTIVE SESSION 9:53 P.M. COUNCIL RECESSED

Mayor McLeod stated that with the exception of the City Manager, City Attorney, and Director of Personnel, all other members of staff were excused from the Executive.

Following the Executive Session, Council reconvened at 10:15 P.M.

10:15 P.M. COUNCIL RECONVENED

Chino Ground Water Basin - Stipulation for Judgment

The City Manager briefed Council on the Stipulation for Judgment. He advised that the judgment had been rewritten in a manner that adequately reflected the Council's desired changes. He indicated that the majority of the major producers are in accord with the judgment and that it is, therefore, appropriate for Council to now stipulate to the judgment, with the Mayor to execute the document on behalf of the Council.

Motion: Moved by Carter, seconded by Frketich, carried unanimously, to execute the Stipulation for Judgment.

In another action, the City Manager reviewed the Meet and Confer process between the City Service Department Employees Association and the City Hall Employees Association and pointed out that a Memorandum of Understanding could not be reached and that the Meet and Confer Process had reached a stalemate. The most appropriate action for Council to take would be to act unilaterally in implementing the salary and benefits package effective July 18, 1977.

Motion: Moved by Martinez, seconded by Frketich, carried unanimously, to read the following resolution by title and number only.

RESOLUTION NO. 77-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO ESTABLISHING THE PAY SCALES AND THE SALARIES OF MANAGEMENT PERSONNEL AND EMPLOYEES OF THE CITY OF CHINO EXCEPTING POLICE DEPARMENT EMPLOYEES IN THE CHINO POLICE ASSOCIATION, FOR THE 1977-78 FISCAL YEAR; AND, AMENDING AND INCORPORATING CERTAIN SECTIONS OF RESOLUTION 75-75 RELATING TO POLICIES AND PROCEDURES OF THE CLASSIFICATION AND COMPENSATION OF POSITIONS WITHIN THE CITY OF CHINO SERVICE, THE STANDARDIZATION OF HOURS OF WORK, ATTENDANCE, AND LEAVE REGULATIONS, EMPLOYER-EMPLOYEE RELATIONS, AND OTHER RELATED MATTERS; AND, INCORPORATING CERTAIN SECTIONS OF RESOLUTION NO. 1617, A RESOLUTION ESTABLISHING POLICY IN RESPECT TO THE REQUIREMENTS, RESPONSIBILITIES, DESIGNATION AND CONDITIONS OF EMPLOYMENT OF "MANAGEMENT" PERSONNEL

Motion: Moved by Carter, seconded by Garcia, to adopt the above resolution.

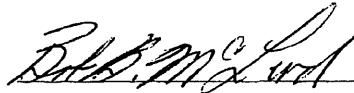
AYES: COUNCILMEMBERS: CARTER, GARCIA, FRKETICH, MARTINEZ, McLEOD
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE -carried-

XI. ADJOURNMENT

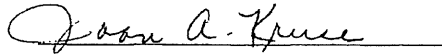
Motion: Moved by Frketich, seconded by Martinez, carried unanimously, to adjourn to August 9, 1977 for a Study/Work Session with the Park and Recreation Committees at 7:30 p.m. in the Council Chambers to consider the Park Bond Election.

NOTE:

THESE MINUTES ARE NOT OFFICIAL UNTIL THEY CONTAIN THE SIGNATURES OF THE MAYOR OF THE CITY OF CHINO AND OF THE CITY CLERK.



BOB B. McLEOD, MAYOR
CITY OF CHINO, CALIFORNIA



JOAN A. KRUSE, CITY CLERK
CITY OF CHINO, CALIFORNIA

EXHIBIT 2

CITY of CHINO
California



BOB B. McLEOD
MAYOR
MRS. ELLEN ...
LEONARD ...
PETE ...
ANGEL ...
COUNCIL ...
JOAN A. KRUSE
CITY CLERK

13226 LINCOLN AVENUE P.O. BOX 117 CHINO CALIFORNIA 91710

AREA CODE 714 627

August 8, 1977

Mr. F. Brommenschenkel
Chino Basin Municipal Water District
8555 Archibald Avenue
Cucamonga, California 91730

Dear Mr. Brommenschenkel:

Enclosed is the signed Stipulation for Judgment acted upon by the Chino City Council at its regular meeting held on August 2, 1977.

As discussed by you and Mr. Gerardi on August 3, the original stipulation (not within the book) was signed by Mayor Bob B. McLeod. Mr. Gerardi's name has been inserted as notice designee. Should there be any questions regarding this, please do not hesitate to contact me.

Sincerely,

Joan A. Kruse
City Clerk

jk

Enclosure

1 DONALD D. STARK
2 FREDERICK H. KRANZ, JR.
3 Suite 201 Airport Plaza
4 2061 Business Center Drive
5 Irvine, California 92715
6 Telephone: (714) 752-8971

7 CLAYSON, ROTHROCK & MANN
8 601 South Main Street
9 Corona, California 91720
10 Telephone: (714) 737-1910

11 Attorneys for Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SAN BERNARDINO

14 CHINO BASIN MUNICIPAL WATER)
15 DISTRICT,)
16)
17 Plaintiff,)
18)
19 v.)
20)
21 CITY OF CHINO, et al.,)
22)
23 Defendants.)
24)

No. 164327

STIPULATION FOR JUDGMENT

25 Plaintiff, CHINO BASIN MUNICIPAL WATER DISTRICT, and the
26 defendants whose signatures appear on this Stipulation for Judg-
27 ment, stipulate and agree as follows:

28 1. Form of Judgment. A judgment, substantially in the prin-
ed booklet (Attachment 1) form and substance attached hereto, but
modified as shown on Attachment 2, may be made and entered by the
Court in the above-entitled action.

2. Trial Proceeding. When, in the opinion of the board of
directors of CHINO BASIN MUNICIPAL WATER DISTRICT, with the advice
and consent of the Advisory Committee created under Water Code

CONFIDENTIAL NO. 950

1 Section 72144, sufficient parties have executed this Stipulation
2 for Judgment, this matter may be brought on for trial. This
3 stipulation and the form of Judgment shall constitute the joint
4 pretrial statement of the stipulating parties. The Court may then
5 enter Findings of Fact and Conclusions of Law consistent with the
6 stipulated form of Judgment. Provided, that if this matter is not
7 brought to trial on or before December 31, 1977, or continued by
8 written stipulation of all the signatories hereto, this Stipulation
9 shall be null and void.

10 3. Vacation of Stipulation. In the event the Court announces
11 an intention to enter judgment which is at substantial variance
12 from the form attached to this stipulation, the stipulation shall
13 be deemed vacated as to all parties. If the proposed Judgment
14 would decree to any party or group of parties lesser or different
15 water rights, the stipulation as to that party or parties shall be
16 vacated at that party or parties' request. Any such request for
17 vacation of the Stipulation shall be filed in writing within
18 ninety (90) days of receipt of notice of such intended decision.
19 In the event any party is thus relieved of its stipulation, the
20 Court shall provide reasonable time for trial preparation and
21 additional hearing as to such relieved party.

22 4. Execution and Filing of Counterparts. This Stipulation
23 for Judgment may be executed in counterparts and all counterparts
24 shall constitute one complete original stipulation. Signature
25 pages from the counterparts of this Stipulation for Judgment shall
26 be delivered to the attorneys of record for Plaintiff, who shall
27 in due course file the same. For purposes of said filing, the
28 signature page from each original stipulation may be separately

1 attached to a single Stipulation for Judgment. Thereafter, any
2 additional party executing this Stipulation for Judgment may
3 either file an executed counterpart directly with the Court or
4 deliver the same to attorneys for Plaintiff for filing with the
5 Court.


6 5. Notices. Each party executing this Stipulation for Judgment shall, below the signature line, designate the person to whom
7 and the address at which all future notices, determinations, re-
8 quests, demands, objections, reports and other papers and processes
9 may be served or delivered. Such designation may be changed by
10 filing a new written designation with the Court and prior to the
11 entry of Judgment herein, with proof of service upon attorneys for
12 Plaintiff District, and after entry of Judgment herein, with proof
13 of service upon the Watermaster appointed by the Court.
14

15 6. Stipulation Binding on Successors. This Stipulation for
16 Judgment shall be binding upon the heirs, executors, administra-
17 tors, successors, assigns, lessees and licensees of any signatory.

18 WHEREFORE, this counterpart of the Stipulation for Judgment
19 has been executed as of the dates indicated below.

20 DATED: August 2, 1977.

21
22 _____
Attorney of Record, if any



Signature of Party
Mayor, City of Chino

DESIGNATION FOR NOTICE

24 _____
Name John Gerardi

25 _____
City Manager, City of Chino

26 _____
13220 Central Avenue, Chino, CA 91710
27 _____
Address

28 _____
627-7577

Telephone

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
)
Plaintiff,) No. 164327
)
v.)
)
CITY OF CHINO, et al.,)
)
Defendants.)
_____)

STIPULATION FOR
JUDGMENT

February 1, 1977.

DONALD D. STARK
FREDERICK H. KRANZ, JR.
2061 Business Center Drive
Suite 201
Irvine, California 92715
(714) 752-8971

Special Counsel for Plaintiff

ATTACHMENT 1

ATTACHMENT 2
MODIFIED JUDGMENT PARAGRAPHS*

15. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved to the Court as to all matters contained in this judgment, except:

(a) The redetermination of Safe Yield, as set forth in Paragraph 6, during the first ten (10) years of operation of the Physical Solution;

(b) The allocation of Safe Yield as between the several pools as set forth in Paragraph 44 of the Physical Solution;

(c) The determination of specific quantitative rights and shares in the declared Safe Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and

(d) The amendment or modification of Paragraph 14 of Exhibit "H", except upon affirmative recommendation of at least 80% ~~67%~~ of the voting power pursuant to the formula described in Paragraph 3 of Exhibit "H", of the Appropriative Pool Committee representatives of parties who produce water within CBMWD and WMWD ~~or PVMWD-~~; provided that the Court shall act in conformance with such recommendation unless there are compelling reasons to the contrary; provided further, that the fact that the allocation of Safe Yield may be rendered moot by a recommended change in the formula for replenishment assessments shall not be deemed such a compelling reason.

Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any party, the Watermaster,

*Existing language is stricken (~~stricken~~), and new language is underlined (underlined).

1 the Advisory Committee or any Pool Committee, by motion and, upon
2 at least thirty (30) days' notice thereof, and after hearing there-
3 on, to make such further or supplemental orders or directions as
4 may be necessary or appropriate for interpretation, enforcement or
5 carrying out of this Judgment, and to modify, amend or amplify any
6 of the provisions of this Judgment.

7 16. Watermaster Appointment. CBMWD, acting by and through a
8 majority of its board of directors, is hereby appointed Water-
9 master, to administer and enforce the provisions of this Judgment
10 and any subsequent instructions or orders of the Court hereunder.
11 The term of appointment of Watermaster shall be for five (5)
12 years. ~~Watermaster will be reappointed for subsequent terms in~~
13 ~~the absence of a showing of cause to the contrary.~~ Watermaster
14 may be changed at any time by subsequent order of the Court, on
15 its own motion, or on the motion of any party after notice and
16 hearing. Unless there are compelling reasons to the contrary, the
17 Court shall act in conformance with a motion requesting the
18 Watermaster be changed if such motion is supported by a majority
19 of the voting power of the Advisory Committee.

20 54. Administrative Expenses. The expenses of administration
21 of this Physical Solution shall be categorized as either (a) gen-
22 eral Watermaster administrative expense, or (b) special project
23 expense.

24 (a) General Watermaster Administrative Expense
25 shall include office rental, general personnel expense,
26 supplies and office equipment, and related incidental
27 expense and general overhead.

28 (b) Special Project Expense shall consist of special

1 engineering, economic or other studies, litigation expenses,
2 meter testing or other major operating expenses. Each such
3 project shall be assigned a Task Order number and shall be
4 separately budgeted and accounted for.

5 General Watermaster Administrative Expense shall be allocated
6 and assessed against the respective pools based upon allocations
7 made by the Watermaster, who shall make such allocations based
8 upon generally accepted cost accounting methods. Special Project
9 Expense shall be allocated to a specific pool, or any portion
10 thereof, only upon the basis of prior express assent and finding
11 of benefit by the Pool Committee, or pursuant to written order of
12 the Court.

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1 MODIFICATION OF EXHIBIT H

2 (Appropriative Pool Plan)

3 7. Replenishment Assessment. The cost of replenishment
4 water required to replace production from Chino Basin in excess of
5 Operating Safe Yield in the preceding year shall be allocated and
6 recovered as follows:

7 (a) For production, other than for increased export,
8 within CBMWD or WMWD or PVMWD:

9 (1) Gross Assessment. 15% of such replenishment
10 water costs shall be recovered by a uniform assessment
11 against all production of each appropriator producing
12 in said area during the preceding year.

13 (2) Net Assessment. The remaining 85% of said
14 costs shall be recovered by a uniform assessment on
15 each acre foot of production from said area by each
16 such appropriator in excess of his allocated share
17 of Operating Safe Yield during said preceding year.

18 (b) For production which is exported for use outside
19 Chino Basin in excess of maximum export in any year through
20 1976, such increased export production shall be assessed
21 against the exporting appropriator in an amount sufficient
22 to purchase replenishment water from CBMWD or WMWD or PVMWD
23 in the amount of such excess.

24 (c) For production within SBVMWD or PVMWD:

25 By an assessment on all production in excess of an
26 appropriator's share of Operating Safe Yield in an amount
27 sufficient to purchase replenishment water from SBVMWD
28 or PVMWD, respectively, in the amount of such excess.

1 8. Socio-Economic Impact Review. ~~In the establishment of~~
2 ~~the aforesaid assessment formula for replenishment assessments,~~
3 The parties have conducted certain preliminary socio-economic
4 impact studies. Further and more detailed socio-economic impact
5 studies of the assessment formula and its possible modification
6 shall be undertaken for the Appropriator Pool by Watermaster no
7 later than ten (10) years from the effective date of this Physical
8 Solution, or whenever total production by this pool has increased
9 by 30% or more over the decreed appropriative rights, whichever is
10 first.

11 14. Modification of Replenishment Assessment Formula. ~~The~~
12 ~~pooling plan shall not be modified or amended so as to alter or~~
13 ~~change the 15-85% formula for purchase of replenishment water for~~
14 ~~production within CBMWD, WMWD and PVMWD, unless said amendment or~~
15 ~~change is first recommended and approved by affirmative vote of at~~
16 ~~least 80% of the voting power of the Appropriative Pool Committee~~
17 ~~representatives of parties who produce water within said three~~
18 ~~districts.~~ For the first ten (10) years from the effective date
19 of this judgment, the replenishment formula for producers within
20 CBMWD and WMWD shall remain as described in Paragraph 7 (a) and
21 (b) of this Exhibit H. Thereafter, said 15%-85% formula for
22 payment of the cost of replenishment water may be changed to 100%
23 gross or net, or any percentage split thereof upon recommendation
24 to the Court by affirmative vote of at least 67% of the voting
25 power, pursuant to the formula described in Paragraph 3 of
26 Exhibit H, of the Appropriative Pool Committee representatives of
27 parties who produce water within CBMWD and WMWD. The Court shall
28 act in conformance with such recommendation unless there are

1 compelling reasons to the contrary; provided, that the fact that
2 the allocation of Safe Yield may be rendered moot by the change in
3 the formula shall not be deemed such a compelling reason. Once a
4 change in formula is approved, it shall be binding until again
5 modified, but in no case shall any formula be in effect for less
6 than three (3) years. Any proposed change must be recommended by
7 the Appropriative Pool Committee representatives as stated above
8 and submitted to the Court by April 1 of any eligible year and
9 upon Court approval shall take effect on July 1 of the subsequent
10 year.

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EXHIBIT 3

TERMS OF AGREEMENT

These Terms of Agreement by and between the Chino Basin Appropriative Pool Committee (AP) and Overlying (Agricultural) Pool Committee (Ag Pool) (sometimes herein collectively referred to as the Parties) are for the purpose of comprehensively resolving the current dispute and avoiding future disputes between the Ag Pool and AP (the Parties) with respect to Peace Agreement Section 5.4(a).

These Terms of Agreement are in furtherance of and without abrogation of the provisions of the May 28, 2021, San Bernardino Superior Court Order (the Order).

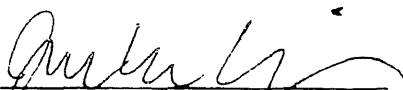
These Terms of Agreement are made for purposes of settlement within the interpretational parameters of the Order. These Terms of Agreement and the Order shall be construed together.

Payment of the amount of \$370,000 within 60 days of both parties execution of these Terms of Agreement, which amount is being made as a compromise and settlement of disputed issues while recognizing the Order and the December 3, 2021, Court Order. The Parties further acknowledge and stipulate that these Terms of Agreement shall be deemed to constitute conclusive evidence of the good-faith nature of the negotiated settlement and neither party will consider, deem, or suggest that anything in these Terms of Agreement constitutes the other party's admission of liability.

1. The amount of \$102,557.12 which was advanced from Watermaster administrative reserves to cover Ag Pool legal expenses, will be returned to Watermaster by the Ag Pool within 30 days after said payment to the Ag Pool is made.
2. For Fiscal Year 2021/2022 through the initial term of the Peace Agreement, the AP agrees to pay Ag Pool expenses pursuant to the Order, which may include the payment of a specific amount as agreed-upon for the conduct of the Ag Pool's regular business, such as meetings and review of Watermaster documents and reports.
3. The Ag Pool and AP, represented by at least two members from each Pool, shall meet and confer at least quarterly. These meetings are intended to:
 - a. Review the Ag Pool's known and forecasted expenses;
 - b. Develop solutions to improve Watermaster efficiencies for the mutual benefit of the Parties; and,
 - c. Address any other issues or concerns, which if not raised beforehand shall be considered per se adverse to the AP, including prior to the Ag Pool's expenditure of efforts or funds for any matter that is or is likely to be disputed as adverse to the AP.
4. The AP and Ag Pool agree to explore opportunities to undertake technical basin studies and other basin related working together as it relates to Watermaster business that may impact the Ag Pool.
5. Ag Pool agrees to the following, upon execution of this Terms of Agreement:
 - a. To dismiss its appeal of the December 3, 2021, Court Order.

- b. To dismiss the storage contests, as amended, in their entirety with prejudice.
 - c. To support or not oppose storage applications and transfers, the OBMP Update, the Safe Yield Reset, and grant funding opportunities unless the Ag Pool determines following notice to and after consultation with the AP, that support or non-opposition is adverse to the Ag Pool.
6. The Parties agree to abide by the Order. The Agreement is not and shall not be asserted to abrogate or be deemed to be a waiver of the rights of the Ag Pool or AP. Specifically, and consistent with the Order, the Parties agree to the following:
- a. The AP shall not be responsible for the payment of any Ag Pool expenses associated with any lawsuit or contested proceeding filed by the Ag Pool against the AP, any individual members of the AP, or Watermaster where the Ag Pool's position is adverse to the AP.
 - b. The Ag Pool shall submit all invoices to be paid by the AP to Watermaster in a form that enables a determination by the AP that all invoiced expenses are not adverse to the AP and benefits the Ag Pool, and are in accordance with the Order. Watermaster shall allow the AP the opportunity to review said invoices for 30 days prior to processing payment. At the expiration of the 30 days period, and without objection, invoices shall be paid.
 - c. In the event of a disputed invoice either because of form or content, the Parties shall appoint two representatives to negotiate a good faith resolution. In the event a Court order is sought by either or both Parties, the losing Party shall be responsible for the cost of the prevailing Party's attorney's fees and expenses.

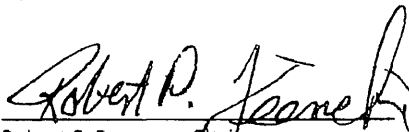
Appropriative Pool


Eduardo Espinoza P.E., Chair

Date:

3/22/2022

Agricultural Pool


Robert F. Feenstra, Chair

Date:

3-18-2022

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 18, 2022 I served the following:

1. DECLARATION OF ANGELA ROBLES IN SUPPORT OF MOVING PARTIES' REPLY TO SURREBUTTALS FILED BY THE APPROPRIATIVE POOL AND THE AGRICULTURAL POOL

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: Master Email Distribution List


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.

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 April 18, 2022 in Rancho Cucamonga, California.



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