



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

AGENDA

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY

REGULAR MEETING OF THE POLICY BOARD

**CITY OF WHITTIER
EMERGENCY OPERATIONS CENTER
13200 PENN STREET
WHITTIER, CA 90602**

**THURSDAY, FEBRUARY 7, 2018
6:30 P.M.**

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS**
- 4. CONSENT CALENDAR**

****Consent Calendar items will be considered and approved in one motion unless removed by a Board Member for discussion.****

- a. SEWC BOARD OF DIRECTORS MINUTES OF OCTOBER 4, 2018**
Recommendation: Approve minutes as submitted.
- b. WARRANT REGISTER**
Recommendation: Approve Warrant Register.

****End of Consent Calendar****

5. WHITTIER NARROWS OPERABLE UNIT (WNOU) UPDATE FROM THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)

Kyle Cason, Chair, Administrative Entity

Christine Bucklin, Senior Engineering Biologist, DTSC

Recommendation: That the Board take the following action:

Receive and file an update on the Whittier Narrows Operable Unit (WNOU) from Christine Bucklin, Senior Engineering Biologist at the Department of Toxic Substances Control (DTSC).

6. REQUEST FOR PROPOSALS FOR SEWC PROGRAM MANAGEMENT SERVICES

Kyle Cason, Chair, Administrative Entity

Recommendation: That the Board take the following actions:

- 1) Approve the Request for Proposals for Program Management Services for the Southeast Water Coalition; and
- 2) Authorize the Administrative Entity to begin informal bid process for Program Management Services.

7. APPROVAL OF DRAFT SCOPE OF WORK FOR EMERGENCY INTERCONNECTS PROJECT

Kyle Cason, Chair, Administrative Entity

Recommendation: That the Board take the following action:

Approve the Southeast Water Coalition Joint Powers Authority Draft Scope of Work for Emergency Interconnects Project.

8. LEGISLATIVE UPDATE

Kyle Cason, Chair, Administrative Entity

Recommendation: That the Board take the following action:

Receive and file an update on the status of the Administrative Entity's monitoring of current water-related legislative issues.

9. BOARD OF DIRECTORS COMMENTS

10. ADMINISTRATIVE ENTITY CHAIR / LEAD AGENCY COMMENTS

11. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act of 1990, the City of Whittier is committed to providing reasonable accommodations for a person with a disability. Please call Veronica Barrios with the City of Whittier at (562) 567-9501, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

The next meeting of the Southeast Water Coalition Joint Powers Authority Board of Directors is Thursday, April 4m 2019 at 6:30 p.m., at the Emergency Operations Center, 13200 Penn Street, Whittier, CA 90602.

I, Veronica Barrios, City of Whittier, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted pursuant to Government Code Section 54950 Et. Seq. and City of Whittier Ordinance at the following locations: Whittier City Hall, Whittier Public Library, and Whittwood Branch Library.

Dated: February 4, 2018



Veronica Barrios
Administrative Secretary
Public Works Department

**MINUTES OF THE
SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY**

REGULAR MEETING OF THE POLICY BOARD

**CITY OF WHITTIER
EMERGENCY OPERATIONS CENTER
13200 PENN STREET
WHITTIER, CA 90602**

**THURSDAY, OCTOBER 4, 2018
7:00 P.M.**

The regular meeting of the Southeast Water Coalition Joint Powers Authority Policy Board was called to order at 7:01 p.m. by Policy Board Chair Fernando Dutra.

1. PLEDGE OF ALLEGIANCE

Policy Board Chair, Fernando Dutra, asked Ms. Juanita Trujillo, City of Santa Fe Springs Board Member, to lead the Pledge of Allegiance.

2. ROLL CALL

Grace Hu	City of Cerritos
John Soria	City of Commerce
Sean Ashton	City of Downey
Todd Rogers	City of Lakewood
Margarita L. Rios	City of Norwalk
Tom Hansen	City of Paramount
Juanita Trujillo	City of Santa Fe Springs
Maria Davila	City of South Gate
Melissa Ybarra	City of Vernon
Fernando Dutra	City of Whittier, Board Chair

Also Present:

Bob Ortega	City of Cerritos
Gina Nila	City of Commerce, AE Vice-Chair
Dan Mueller	City of Downey
Jason Wen	City of Lakewood
Julian Lee	City of Norwalk
Adriana Figueroa	City of Paramount
Gladis Deras	City of South Gate
Todd Dusenberry	City of Vernon
Kyle Cason	City of Whittier, AE Chair

Brian Partington	Water Replenishment District
Steve L. Dorsey	Richards, Watson & Gershon
Claudia Sifuentes	City of South Gate
Kristen Sales	KJServices Environmental Consulting
Kevin Sales	KJServices Environmental Consulting

3. PUBLIC COMMENTS

No Public Comments were received.

4. CONSENT CALENDAR

Board Member Todd Rogers (Lakewood) made a motion to approve the Consent Calendar, and Board Member Davila (South Gate) seconded the motion. The Consent Calendar was approved by a unanimous voice vote of the Policy Board.

5. WATER QUALITY UPDATE FROM THE WATER REPLENISHMENT DISTRICT (WRD)

Administrative Entity (AE) Chair, Kyle Cason (Whittier), introduced Brian Partington of the Water Replenishment District (WRD) to provide an overview of this item.

Mr. Partington summarized WRD's Groundwater Contamination Program, which began in 2004. WRD stated that the goal of WRD's Groundwater Contamination Program is to develop strategies for assisting regulatory agencies, and monitor the remediation process.

Mr. Partington distributed a map of groundwater contamination sites and stated that WRD prioritizes all the sites by severity, which determines the timeline of the remediation efforts. Mr. Partington stated that all sites are evaluated on a criteria of nine points. Category 1 sites are high priority, and reviewed annually. Category 2 sites are lower priority, and reviewed every two years.

Mr. Partington said that WRD's Groundwater Quality Committee provides monthly updates with summaries of the status of each remediation site. Mr. Partington stated that WRD invites regulatory agencies to meet with water purveyors at this Committee, and invited the SEWC representatives to attend. In addition, Mr. Partington stated, WRD hosts a Groundwater Contamination Forum twice a year, in September in March. The Forum provides greater detail in the status of remediation efforts.

Mr. Partington then provided a summary and update on the status of the Omega Chemical Superfund Site. In 2008, the EPA issued a cleanup Record of Decision for the Omega Site, which extends nearly four miles through Norwalk and Santa Fe Springs. In March 2017, the EPA reached a consent decree with responsible

parties. The Groundwater Flow Modeling Work Plan was developed in December 2017, including two extraction areas, three wells at the site's leading edge, and an anti-degradation analysis to ensure the water pumped from the extraction areas cannot contaminate clean water.

Mr. Partington then provided a quick update on the status of the Whittier Narrows Operable Unit (WNOU). Mr. Partington stated that VOCs are the primary contaminant at the WNOU and since 2013, the EPA transferred their operations to DTSC, who now control the site. Currently, the plume is hydraulically controlled via a Groundwater Extraction Treatment System (GWETS), the goal being to stop the plume from coming into the Central Basin. Since the WNOU plume is not currently in the Central Basin area, it is managed by the San Gabriel Basin Water Quality Authority (SGBWQA). DTSC received Prop 1 funds to increase the pumping to 3,500 GPM. Currently, the site is pumping 2,000 GPM and flowing to Legg Lake (in the Central Basin) for replenishment. There is more work planned for the WNOU; the progress is being monitored by the annual Performance Evaluation Report. Mr. Partington stated that groundwater modeling is the key scenario.

Board Member Todd Rogers (Lakewood) asked how far the Omega Plume will migrate during the remediation process. Mr. Partington stated that the groundwater modeling for the plume is ongoing. Administrative Entity Member Adriana Figueroa (Paramount) asked if remediation efforts would focus first on containing the spread of the plume. Mr. Partington answered that WRD and EPA are focused on containment, and, per the Consent Decree, the responsible parties are doing remediation as well.

Policy Board Chair Fernando Dutra (Whittier) asked if pumping affects the movement of the plume by moving the elevations of the water up and down. Mr. Partington said that's correct, which is why there are two extraction wells, one at each end of the plume. Mr. Partington added that particle tracking changes the site footprint. Board Chair Dutra asked if there was a risk of never fully cleaning up the site the longer the remediation process takes. Mr. Partington stated that the site's clean-up goals will be evaluated by MCLs, and that the end-goal will be more of a containment effort than full remediation. He also added that biological treatment of the site may be an option in the future.

Board Member Margarita L. Rios (Norwalk) asked if the end use for the Omega Chemical Site will be drinking water. Mr. Partington answered that the end use for that water has yet to be determined, but if the water does become potable, there are additional steps to follow to ensure the water meets potability standards.

Policy Board Chair Dutra complemented Mr. Partington's presentation and asked how the region could continue to ensure funding for the Omega Site. Mr. Partington replied that about two-thirds of the Omega Site is funded by the

responsible parties, costing approximately \$70 million.

Policy Board Chair Dutra (Whittier) called for a motion to receive and file the item. The motion was made by Board Member Davila (South Gate) and seconded by Board Member Rios (Norwalk). The motion was approved by a unanimous voice vote of the Policy Board.

6. UPDATE ON AUGUST 2, 2018 BOARD OF DIRECTORS MEETING

Administrative Entity (AE) Chair, Kyle Cason (Whittier), provided an overview of this item to the Policy Board.

AE Chair Cason stated that since the August 2, 2018 Board of Directors failed to achieve a quorum of Board Members, no SEWC business was conducted at that meeting. AE Chair Cason stated that after consulting with SEWC Legal Counsel, since no quorum was present, the meeting could not be determined to have taken place. Therefore, the Board Members who did attend were not eligible to receive compensation for attending the August 2, 2018 SEWC Board of Directors meeting. AE Chair Cason summarized these legal reasonings in a memo from SEWC Legal Counsel Steve L. Dorsey of the firm Richards, Watson & Gershon.

Policy Board Chair Dutra (Whittier) called for a motion to receive and file the item. The motion was made by Board Member Hansen (Paramount) and seconded by Board Member Ashton (Downey). The motion was approved by a unanimous voice vote of the Policy Board.

7. UPDATE FROM SEWC LEGAL COUNSEL

Steve L. Dorsey (Richards, Watson & Gershon), provided an overview of this item to the Policy Board. Mr. Dorsey summarized the history of SEWC's compliance issues with filing JPA documents with the County and State. Mr. Dorsey summarized the requirements of Government Code Section 53051, emphasizing that this regulation requires SEWC to file any changes in the Board of Directors' roster.

Policy Board Chair Fernando Dutra (Whittier) asked if SEWC must file when the Board alternate changes, as well as when the delegate changes. Mr. Dorsey stated that while the regulations don't explicitly state whether the code applies to alternate members, in his legal opinion, SEWC should file every time there is a change to the makeup of the Board, regardless of whether it is a new delegate or alternate member. Board Member Maria Davila (South Gate) asked how long the filing period is. Mr. Dorsey stated that SEWC must file roster changes within 10 days.

Board Member Todd Rogers (Lakewood) asked the group if SEWC should review its Statement of Facts and roster every April during the Form 700 filing

time period. Mr. Dorsey agreed with Board Member Rogers' suggestion that the agency should review its roster every Spring to ensure accurate filings. Mr. Dorsey recommended the Policy Board be given a reminder at the nearest Board Meeting before the filing deadline.

Policy Board Chair Dutra (Whittier) called for a motion to receive and file the item. The motion was made by Board Member Davila (South Gate) and seconded by Board Member Rogers (Lakewood). The motion was approved by a unanimous voice vote of the Policy Board.

8. AUTHORIZATION TO RETAIN AUDIT FIRM TO COMPLETE FISCAL YEAR (FY) 2017 / 2018 SOUTHEAST WATER COALITION (SEWC) AUDIT

Administrative Entity (AE) Chair, Kyle Cason (Whittier), provided an overview of this item to the Policy Board.

AE Chair Cason stated that since 2008, White Nelson Diehl Evans (WNDE) had been provided audit services for the Southeast Water Coalition (SEWC). AE Chair Cason stated that the Administrative Entity had received a scope of work and fee proposal from WNDE to conduct the Fiscal Year (FY) 2017-2018 Audit for \$4,500, and prepare the accompanying Financial Transactions Report and Supplement for \$800, resulting in a total cost of \$5,300.

AE Chair Cason noted that \$5,300 is more than the approved FY 18-19 SEWC Budget had allocated for Audit Services (\$4,000), and stated that the AE proposed to cover the \$1,300 difference in costs with money from the Consultant Services line item. AE Chair Cason stated that, given their experience with SEWC, WNDE's fee proposal was still reasonable and recommended.

AE Chair Cason stated that City of Whittier's Director of Finance, Rod Hill, had reviewed the audit proposal from White Nelson Diehl Evans and recommends SEWC award the audit contract to them. In Mr. Hill's recommendation, he noted that despite the increase in costs year-to-year, the quote from WNDE is still less expensive than the audit services used by the City of Whittier.

Policy Board Chair Fernando Dutra (Whittier) asked why the price of the audit increased. AE Chair Cason stated that over the past few years, WNDE has increased their audit costs every year. AE Chair Cason stated that they requested more information from SEWC this year, which required more review.

Policy Board Chair Fernando Dutra stated that the motions for this item were: 1) to authorize the City of Whittier's Director of Finance, serving as SEWC Treasurer and Controller, to award a sole source contract to White Nelson Diehl Evans, LLP to administer the annual audit of SEWC financial statements for Fiscal Year 2017-2018 and prepare the Financial Transactions Report and Supplement; and 2) to authorize allocation of \$1,300 from the Consultant

Services budget line item for such purpose.

Policy Board Chair Dutra (Whittier) called for a motion to approve items #1 and #2. The motion was made by Board Member Trujillo (Santa Fe Springs) and seconded by Board Member Rios (Norwalk). The motion was approved by a unanimous voice vote of the Policy Board.

9. ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHEAST WATER COALITION (SEWC) JOINT POWERS AUTHORITY (JPA) CHANGING THE MEETING TIME OF THE BOARD OF DIRECTORS

Policy Board Chair Fernando Dutra (Whittier), provided an overview of this item to the Policy Board. Board Chair Dutra stated that at the August 2, 2018 meeting of the Board of Directors, during which the Board failed to meet quorum, he had suggested moving the meeting time half an hour earlier. Board Chair Dutra's reasoning was that an earlier start time meant an earlier end time, and may be more convenient for the Board Members' schedules, ensuring quorum would be met at every meeting.

Board Member Todd Rogers (Lakewood) asked if anyone could remember why 7:00pm was chosen as the start time for Policy Board meetings. Policy Board Chair Dutra stated he did not know the reason, and no other Board Members knew, either. Board Member Juanita Trujillo (Santa Fe Springs) asked if any Board Members would have an issue with having enough travel time to attend a 6:30pm meeting. Board Members Davila (South Gate), Rios (Norwalk), and Hansen (Paramount) all stated they had no issue with the proposed earlier meeting time.

Policy Board Chair Dutra (Whittier) asked for a motion to adopt Resolution No. 2018-02, changing the meeting time for Policy Board meetings to 6:30pm, effective October 4, 2018. The motion was made by Board Member Davila (South Gate), and seconded by Board Member Rios (Norwalk). With an abstention of Board Member Rogers (Lakewood), the motion was approved by a unanimous voice vote of the Policy Board.

10. STRATEGIC PLAN PROJECTS - NEXT STEPS

Administrative Entity (AE) Chair, Kyle Cason (Whittier), provided an overview of this item to the Policy Board.

AE Chair Cason stated that the Administrative Entity had begun to move forward on the next steps of the Strategic Plan Project. The AE devised an Emergency Interconnects Project, gathering data on interties between member cities to create a matrix of interconnects to look for potential projects between member cities. AE Chair Cason stated the goal of the Project would be to put together a GIS map of all the SEWC member agencies, charting existing emergency

connections, and allowing SEWC to see where additional interties may be needed. Policy Board Chair Dutra (Whittier) stated he loved the idea of an Emergency Interconnects Project.

Board Member Margarita L. Rios (Norwalk) asked if it were possible to have more presentations like the one from WRD, and perhaps have WRD present at a City Council meeting. AE Chair Cason answered that it was the AE's goal to invite a speaker to present on water quality issues at every Policy Board meeting. AE Chair Cason stated that the Administrative Entity was committed to return water quality issues to the forefront of SEWC.

Policy Board Chair Dutra (Whittier) asked for a motion to receive and file the item. The motion was made by Board Member Davila (South Gate), and seconded by Board Member Trujillo (Santa Fe Springs). The motion was approved by a unanimous voice vote of the Policy Board.

11. LEGISLATIVE UPDATE

Administrative Entity (AE) Chair, Kyle Cason (Whittier), provided an overview of this item to the Policy Board.

AE Chair Cason stated that since the Policy Board had last met in July, 2018, SB 998 (Dodd) Discontinuation of residential water service: urban and community water systems, had passed and been signed into law by Governor Brown on September 28, 2018. AE Chair Cason stated that the cities of Lakewood and Santa Fe Springs sent veto letters to the Governor in September. AE Chair Cason also stated that while the bill passed, much of the requirements in earlier version of the bill had been edited out. The remaining SB 998 now just required community water systems to have a written policy on discontinuation of water service, and make other administrative changes to their water shut off procedures.

Administrative Entity Member Jason Wen (Lakewood) stated that every city already has their own procedures in place for discontinuation of water service. AE Chair Cason stated the balance is between paying for service and the health risks associated with shutting off water service.

AE Chair Cason also provided an overview of the Safe and Affordable Drinking Water Fund (formally SB 623). AE Chair Cason stated that the language of SB 623 had now been renumbered as SB 845, which would establish the Safe and Affordable Drinking Water Fund. Unlike the mandatory meter tax proposed by SB 623, SB 845 would now require community water systems to provide an opportunity for its customers to provide a voluntary remittance either as a part of their customers' water bills, or by using a special notification procedure. SB 845 did not pass the Legislature before the end of the 2018 session.

AE Chair Cason stated that the Administrative Entity would continue to monitor the progress of water-related legislation and provide regular updates to the Board Members at every Policy Board meeting.

Policy Board Chair Dutra (Whittier) asked for a motion to receive and file the item. The motion was made by Board Member Davila (South Gate), and seconded by Board Member Rios (Norwalk). The motion was approved by a unanimous voice vote of the Policy Board.

12. BOARD OF DIRECTORS COMMENTS

Board Member Maria Davila (South Gate) asked for the Administrative Entity to email out a copy of Mr. Partington's WRD presentation to the Policy Board and AE members. Ms. Kristen Sales (KJServices Environmental Consulting) stated she would do so after the conclusion of the meeting.

Board Member Margarita L. Rios (Norwalk) stated that since she was relatively new to her SEWC Board position, she wanted to ask the other Board Members if they had experienced concerns from their residents over the increasing price of water. Board Member Rios inquired why water rates were so high in some part of Norwalk, and lower in others. AE Chair Kyle Cason (Whittier) responded that the City of Whittier is currently undergoing a water rate study. AE Chair Cason also stated that since the City of Norwalk is served by several different water providers, each water provider would have to conduct their own rate study. AE Chair Cason added that the rate study has lead the City of Whittier to increase water treatment efforts and replace outdated infrastructure.

Board Member Rios asked how much input the City Council had in working with water providers. Board Member Todd Rogers (Lakewood) answered that since public water companies have increased their rates, the City of Lakewood's Council negotiated with Golden State Water Company to lower the level of their rate increases by requesting party status. Board Member Maria Davila (South Gate) stated that South Gate was experiencing similar problems with increased water rates. Board Member Juanita Trujillo (Santa Fe Springs) stated that Santa Fe Springs had hosted study sessions with their residents to discuss the challenges of rising water rate costs.

13. CHAIR / LEAD AGENCY / ADMINISTRATIVE ENTITY COMMENTS

AE Chair Cason stated that the Administrative Entity would coordinate to provide a water quality update at every subsequent Board of Directors meeting.

14. ADJOURNMENT

Policy Board Chair Fernando Dutra (Whittier) adjourned the meeting at 8:29 p.m.

CHAIRMAN

ATTEST:

Southeast Water Coalition
Warrant Listing October 2018 thru January 2019

<u>Check Date</u>	<u>Transaction Description</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Amount</u>
10/19/2018	GENERAL CONSULTING	KJSERVICES ENVIRONMENTAL CONSULTING	292136	\$ 1,380.00
11/2/2018	PROFESSIONAL SERVICES	RICHARDS,WATSON & GERSHON	292542	2,451.01
11/9/2018	SEWC BOARD MEETING	FERNANDO DUTRA	292632	150.00
11/9/2018	SEWC BOARD MEETING	GRACE C. HU	292655	150.00
11/9/2018	SEWC BOARD MEETING	MARIA DAVILA	292667	150.00
11/9/2018	SEWC BOARD MEETING	MARGARITA L. RIOS	292689	150.00
11/9/2018	SEWC BOARD MEETING	TODD SCOTT RANDALL ROGERS	292692	150.00
11/9/2018	SEWC MEETING	THOMAS S. HANSEN	292720	150.00
11/9/2018	SEWC BOARD MEETING	JUANITA ANN TRUJILLO	292725	150.00
11/9/2018	SEWC BOARD MEETING	MELISSA ANNA YBARRA	292745	150.00
11/21/2018	CONSULTING SERVICES	KJSERVICES ENVIRONMENTAL CONSULTING	293023	1,300.00
12/7/2018	LEGAL SERVICES	RICHARDS,WATSON & GERSHON	293360	680.00
12/14/2018	DELIVERY OF FOOD	LASCARIS AND SONS INC	293514	189.04
12/21/2018	SUPPLIES	SMART AND FINAL IRIS	293731	47.79
1/4/2019	CONSULTING SERVICES	KJSERVICES ENVIRONMENTAL CONSULTING	293859	920.00
1/4/2019	SUPPLIES	SMART AND FINAL IRIS	293915	32.71
			Total	\$ <u>8,200.55</u>
			# of checks	16



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: February 7, 2019
To: Southeast Water Coalition Board of Directors
From: Kyle Cason, Chair, Administrative Entity
Christine Bucklin, Senior Engineering Biologist, Department of Toxic
Substances Control (DTSC)
Subject: **Whittier Narrows Operable Unit (WNOU) Update from the Department
of Toxic Substances Control (DTSC)**

Recommendation: That the Board take the following action:

Receive and file an update on the Whittier Narrows Operable Unit (WNOU) from Christine Bucklin, Senior Engineering Biologist at the Department of Toxic Substances Control (DTSC).

Background:

According to the 2017 Southeast Water Coalition Strategic Plan, Objective 1.1.1 is to “support tracking of groundwater quality/plume information,” in order to achieve Goal 1: “collaborate to protect and sustain the Central Basin groundwater supply of the SEWC region.”

To that end, the Board of Directors will receive an update from Christine Bucklin, Senior Engineering Biologist for the Department of Toxic Substances Control (DTSC) on the status of the Whittier Narrows Operable Unit (WNOU)

There is a long history for the Whittier Narrows Operational Unit (WNOU) in the San Gabriel Main Basin, the Water Quality Protection Project (WQPP) plant in the Central Basin, and the City of Whittier and the Southeast Water Coalition’s involvement to protect this groundwater basin.

Here are highlights of important timelines:

- 1987 - The EPA began a study of the nature and extent of contamination in the Whittier Narrows area of the San Gabriel Valley.
- 1999 – The Court issued a Record of Decision Amendment calling for extraction and treatment of groundwater from extraction wells just north of the Whittier Narrows Dam.

- 2005 - 2013 – City of Whittier operated the WNOU on behalf of the Environmental Protection Agency (EPA).
- 2013 - present – The Department of Toxic Substances Control (DTSC) controls the site, which is managed by the San Gabriel Basin Water Quality Authority (SGBWQA). The plume is hydraulically controlled by a Groundwater Extraction Treatment System (GWETS), the goal being to stop the plume from spreading into the Central Basin. Since the WNOU plume is not currently in the Central Basin area, it is managed by the San Gabriel Basin Water Quality Authority (SGBWQA). Currently, the site is pumping 2,000 GPM and flowing to Legg Lake (in the Central Basin) for replenishment. DTSC received Prop 1 funds to increase the pumping to 3,500 GPM, and more groundwater modeling is needed to plan additional work.

It is recommended the Board of Directors receive an update on the most recent remediation progress at the Whittier Narrows Operable Unit from the site's regulatory agency since 2013, DTSC.

Attachment(s):

1. (DTSC slides to be distributed at meeting)



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: February 7, 2019
To: Southeast Water Coalition Board of Directors
From: Kyle Cason, Chair, Administrative Entity

Subject: Request for Proposals for SEWC Program Management Services

Recommendation: That the Board of Directors take the following actions:

- 1) Approve the Request for Proposals for Program Management Services for the Southeast Water Coalition; and
- 2) Authorize the Administrative Entity to begin informal bid process for Program Management Services.

Background:

Program Management Services for the Southeast Water Coalition (SEWC) have been provided by KJServices Environmental Consulting (KJS) since 2010. KJS was initially contacted by Administrative Entity (AE) member Adriana Figueroa (Norwalk) to provide Program Management Services, and KJS entered into a one-year contract with SEWC from January 1, 2010 to January 31, 2011. The first two-year agreement was from January 1, 2012 to December 31, 2013. This contract was approved by the SEWC Board (under Lead Agency Santa Fe Springs) in February, 2012. The last agreement was a two-year agreement from January 1, 2014 to December 31, 2015 (spanning Lead Agencies Pico Rivera and South Gate).

In February of 2016, the SEWC Board (under Lead Agency South Gate) approved a month-to-month contract with KJS to provide Program Management Services, which has been in place since that time.

In the few first years of KJS's involvement, the Program Management Services budget was set on a per meeting basis, plus an hourly billing rate for additional tasks. As the scope of services and level of support has changed over time, the Program Management Services budget has shifted.

During the City of Downey's Lead Agency time period (July 2016 - June 2018), the yearly, not-to-exceed budget for Program Management Services was set during the

annual budget process. The approved FY '18-'19 budget for Program Management Services is \$17,000.

At the July 19, 2018 Administrative Entity meeting, the AE voted to form a Program Management Services RFP ad-hoc committee consisting of AE Chair Kyle Cason (Whittier), Phuong Nguyen (Whittier), AE Vice-Chair Gina Nila (Commerce), and Dan Mueller (Downey).

The ad-hoc committee reviewed the current Program Management Services Scope of Work (attached), and determined that the Scope of Work needed to be revised. Attached is the ad-hoc's revised Scope of Work (Appendix A) and a draft Professional Services Agreement (Appendix B) as part of the Request for Proposals for a Program Management Services consultant.

The Standard Consultant Agreement stipulates a two-year contract for Program Management Services. The agreement also includes the SEWC Strategic Plan (Appendix C).

Attachment(s):

1. Request for Proposals Program Management Services Southeast Water Coalition

REQUEST FOR PROPOSALS

Program Management Services

Southeast Water Coalition

The Southeast Water Coalition (SEWC) invites qualified consultants to submit qualifications and a proposal to provide administrative support for the SEWC's Administrative Entity and Policy Board. For additional information with regard to this Request for Proposals, please contact Phuong Nguyen at (562)-567-9507 or via email at pnguyen@cityofwhittier.org.

Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all appendices hereto.

REQUIREMENTS OF PROPOSAL CONTENTS:

I. Statement of Qualification:

The statement of qualifications must include the following elements:

1. Cover Letter:
Proposal shall include a letter of interest signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.
2. Firm & Team Experience:
Proposal shall demonstrate firm's experience in managing tasks listed in Appendix A-Scope of Work and relevant experience in water resources and groundwater contaminated plume in Los Angeles County. Include resumes of key personnel who will perform the proposed services.
3. Scope of Services:
Proposal shall include a Scope of Services, which details the tasks to be accomplished and the deliverables to be provided.

II. Compensation & Reimbursable Cost:

1. Proposal shall include a not to exceed limit Fee Proposal and a Fee Schedule that clearly breaks down costs by task.
2. Include the firm's Standard Hourly Fee Schedule.
3. Provide a list of what your firm considers reimbursable.

TERM OF CONTRACT AGREEMENT:

The SEWC desires to enter into a contract with a two-year term. This term is outlined in the Standard Consultant Agreement, as contained in Appendix B: Standard Agreement in the Appendix of this RFP.

APPENDIX A
SCOPE OF WORK

SEWC PROGRAM MANAGEMENT SERVICES

SCOPE OF WORK

BACKGROUND

The Southeast Water Coalition Joint Powers (SEWC) was created in July 1991 and is comprised of eleven cities. These agencies formed a joint power authority to improve and protect the quantity and quality of the regional water supply. SEWC's water purveyors service a population of 670,000 in a service area of 93+ square miles.

The SEWC Board of Directors consists of one representative (normally a Councilmember) from each member city. The Administrative Entity acts as a steering committee consisting of one Public Works type staff member from each member city plus three non-voting (advisory) members from the Central Basin Watermaster, Golden State Water Company, and California Water Service (two private utilities serving several member cities).

SEWC's mission is to prevent the contamination of the Central Groundwater Basin from migrating contaminated groundwater and to encourage good governance of water policies to ensure the availability of reliable, quality, and affordable water.

DESCRIPTION OF WORK

Monthly Meetings

The consultant shall provide administrative support for the Southeast Water Coalition's Administrative Entity (AE) and Policy Board's bi-monthly meetings as well as prepare the meetings' agenda, staff reports (as requested) and the previous meetings' minutes. Responsibilities also include researching and providing supporting documents for each meetings' agenda items.

The consultant shall attend each monthly meetings and provide general administrative support including, but not limited to, the following:

1. Provide a meeting sign-in list.
2. Supply additional copies of the agenda packet and copies of supporting documents, as required.
3. Ensure that the approved minutes of the previous meeting are signed by the AE Chair or Policy Board Chair and provide them to the Lead Agency representative for retention.
4. Take minutes at each meeting.
5. Ensure necessary A/V or meeting equipment is provided at the meeting venue.
6. Ensure proper meeting room setup and assist with the coordination of meeting catering, as requested.
7. Provide general administrative support for the monthly meetings.
8. Coordinate meeting presentations with other agencies.

Monthly Support

The Consultant shall provide general administrative support to the AE and Policy Board. These activities may include the following:

1. Preparation of administrative documents such as the annual budget.
2. Preparation and submittal of State or Federal forms.
3. Preparation and submittal of position letters to regulatory agencies, elected officials, water providers, and other interested parties.
4. Assist with the coordination of communication and notifications among the AE members and between the AE and the Policy Board.
5. Coordinate meetings and presentations with other agencies.
6. Other duties as assigned.

Tracking and Updating

1. Track Strategic Plan progress and update project list (Appendix C-SEWC Strategic Plan).
2. Track grant opportunities.
3. Update and submit JPA and Form 700 filings.
4. Monitoring of legislative bills which affect SEWC member agencies and provide monthly updates.

APPENDIX B

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES (SAMPLE)

**SOUTHEAST WATER COALITION
PROFESSIONAL SERVICES AGREEMENT
WITH MEANS CONSULTING, LLC
FOR STRATEGIC PLANNING SERVICES**

THIS AGREEMENT is made and entered into as of the ___day of _____ by and between the **Southeast Water Coalition**, a California joint powers entity, (hereinafter referred to as “SEWC”) and _____, (“Consultant”). SEWC and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. Consultant desires to assist SEWC in providing administrative support for the SEWC’s Administrative Entity and Policy Board on the terms and conditions set forth in this Agreement; and

B. Consultant represents that it has demonstrated competence and experience in providing professional consulting services for the specific services described in Exhibit “B” (Consultant’s Proposal); and

C. SEWC desires to retain Consultant to render such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

1. Consultant’s Services.

1.1 Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “B” and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the Services. All of the Services will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such work.

1.3 Party Representatives. For the purposes of this Agreement, SEWC Representative shall be the Chair of the Administrative Entity or such other person designated by the SEWC Policy Board (the “SEWC Representative”). For the purposes

of this Agreement, the Consultant Representative shall be Mr. Ed Means (the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the Services upon receipt of a Notice to Proceed and shall perform and complete the Services within the time required in Exhibit B.

2. Term of Agreement. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. Compensation. Subject to the maximum sum hereafter provided, SEWC shall pay Consultant at the rate of _____ (\$_____.00) per hour. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is \$_____ for the term set forth in Section 2. SEWC shall not withhold applicable federal or state payroll and other required taxes, or other deductions from payments made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the SEWC Policy Board in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the SEWC Policy Board shall be compensated at a rate mutually agreed to by the parties.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day, Consultant shall submit to SEWC an invoice for all services performed. The invoices shall describe in detail the services rendered during the period and shall show the hours worked and services provided each day, SEWC Administrative Entity and Policy Board meetings attended, and expenses incurred since the last bill. SEWC shall review each invoice and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. SEWC shall pay all undisputed portions of each invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Exhibit B.

4.3 Audit of Records. Upon SEWC providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records created or maintained by Consultant in connection with this Agreement available to SEWC for review and audit by SEWC. SEWC shall conduct any such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to SEWC.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of SEWC without restriction or limitation upon its use or dissemination by SEWC. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by SEWC of any such materials on any project other than the project for which they were prepared shall be at the sole risk of SEWC unless SEWC compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to SEWC, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SEWC. Neither SEWC nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of SEWC, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold SEWC harmless from any and all taxes, assessments, penalties, and interest asserted against SEWC by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SEWC harmless from any failure of Consultant to comply with applicable workers' compensation laws. SEWC shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to SEWC from Consultant as a result of Consultant's failure to promptly pay to SEWC any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by SEWC. SEWC shall grant such authorization if disclosure is required by law. All SEWC data shall be returned to SEWC upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the SEWC Administrative Entity Chair, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless SEWC, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by SEWC, workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater.

12. Cooperation. In the event any claim or action is brought against SEWC relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which SEWC might require.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and SEWC's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to SEWC: City of Whittier (SEWC Lead Agency)
 13230 Penn St
 Whittier, CA 90602
 Phone: (562) 904-9500
 Attn: Kyle Cason, P.E., Assistant Director of Public Works

If to Consultant: _____

Phone: _____
Attn: _____

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SEWC of any payment to Consultant constitute or be construed as a waiver by SEWC of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SEWC shall in no way impair or prejudice any right or remedy available to SEWC with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SEWC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor

any provision or breach hereof waived, except if approved by the SEWC Policy Board in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

Southeast Water Coalition

By: _____
Fernando Dutra, Chair
SEWC Policy Board

ATTEST:

By: _____
Kyle Cason, Administrative Entity Chair

APPROVED AS TO FORM:

By: _____
Steve Dorsey
SEWC Attorney

_____ (Consultant)

By: _____
Name:
Title:

By: _____
Name:
Title:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: SOUTHEAST WATER COALITION PROFESSIONAL SERVICES AGREEMENT WITH MEANS CONSULTING, LLC. FOR STRATEGIC PLANNING SERVICES

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, defend, indemnify, and hold harmless the Southeast Water Coalition and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

SEWC agrees to promptly inform Indemnitor in writing of any claim that SEWC believes to be subject to this Indemnification Agreement.

EXHIBIT A

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the

scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name _____

Name _____

By: _____
Its

By: _____
Its

APPENDIX C

SEWC STRATEGIC PLAN

2017 Southeast Water Coalition Strategic Plan

Message from the Board

Welcome to the Southeast Water Coalition's (SEWC) Strategic Plan. This document is a blueprint for how SEWC will respond to current challenges and make the best of future opportunities for the benefit of our customers. It confirms our vision, mission, goals, strategies, and objectives as a Joint Powers Authority dedicated to providing regional water service, supporting the high quality of life and economy of the region.

SEWC was created in July 1991 and is comprised of eleven member cities. The SEWC "region" represents the combined boundaries of the member cities. These agencies formed a Joint Powers Authority (JPA) to improve and protect the quantity and quality of their regional water supply. SEWC's water purveyors service a population of approximately 670,000 in a service area of 93+ square miles.



The initial purpose for the formation of the Southeast Water Coalition was to protect the Central Groundwater Basin from contamination migrating from the San Gabriel Valley Groundwater Basin. Over the years, SEWC has worked diligently with the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers to improve the monitoring of groundwater contaminants, determine cost-effective remediation to protect the Whittier Narrows and Central Groundwater Basin from the South El Monte plume, and lobby the EPA for early implementation of remediation projects.

The SEWC Policy Board consists of one representative (normally a Councilmember) from each member city. The Administrative Entity carries out the policies of the Policy Board and consists of: one representative from each member city; three representatives that are employees of three Public Utility Commission-regulated private water companies providing retail water service within the SEWC area; and one ex-officio, non-voting advisory member nominated by California Department of Water Resources. The member cities are:

- Commerce
- Cerritos
- Downey

2017 Southeast Water Coalition Strategic Plan

- Lakewood
- Norwalk
- Paramount
- Pico Rivera
- Santa Fe Springs
- South Gate
- Vernon
- Whittier

SEWC's Policy Board is charting a course for continued success in the future through the development and execution of this Strategic Plan. The Strategic Plan defines the vision, mission, goals, and future business strategy for SEWC. Our commitments to the communities we serve fall into three areas: Groundwater Protection, Advocacy and Communications, and Funding. These commitments are established as the six goals of the Strategic Plan. Our Board actions will consistently support these commitments and we will track the progress against this plan, revisiting the Strategic Plan regularly to adjust as conditions warrant.

Board Member Naresh Solanki
City of Cerritos

Board Member Oralia Rebollo
City of Commerce

Board Chairman Alex Saab
City of Downey

Board Member Todd Rogers
City of Lakewood

Board Member Leonard Shryock
City of Norwalk

Board Member Tom Hansen
City of Paramount

2017 Southeast Water Coalition Strategic Plan

Board Member Gustavo Camacho
City of Pico Rivera

Board Member Juanita Trujillo
City of Santa Fe Springs

Board Member Maria Davila
City of South Gate

Board Member Kelly Nguyen
City of Vernon

Board Member Fernando Dutra
City of Whittier

Administrative Entity Members

- Charlie Emig – Cerritos
- Vince Brar – Cerritos
- Maryam Babaki – Commerce
- Gina Nila – Commerce
- Dan Mueller – Downey
- Lourdes Vargas – Downey
- Jason Wen – Lakewood
- Adriana Figueroa – Norwalk
- Julian Lee – Norwalk
- Chris Cash – Paramount
- Sarah Ho – Paramount
- James Enriquez – Pico Rivera
- Gabriel Gomez – Pico Rivera
- Frank Beach – Santa Fe Springs
- Noe Negrete – Santa Fe Springs



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- Arturo Cervantes – South Gate
- Chris Castillo – South Gate
- Gladis Deras – South Gate
- Mike DeFrank – Vernon
- Todd Dusenberry -- Vernon
- David Schickling – Whittier

Consultant Support

- Ed Means – Means Consulting LLC
- Kristen Sales – KJ Services Environmental Consulting
- Kevin Sales - KJ Services Environmental Consulting

Introduction

The Strategic Plan was developed under the guidance of the SEWC Board of Directors and Administrative Entity. This team met over an approximate six-month period including multiple Administrative Entity and Board workshops.

The focus of strategic deliberations was the recognition of key issues SEWC will face in the next five-year planning horizon (and beyond). Workshops identified strengths, weaknesses, opportunities, and threats (SWOT Analysis) that the Strategic Plan should consider. Major challenges for SEWC include actively tracking and synthesizing information for Policy Board consideration related to protecting the Central Basin from contamination, advocating for water policy that is in the interest of the Central Basin, and seeking funding to support SEWC programs and member projects. The Board adopted the Strategic Plan in April of 2017.

The five-year Strategic Plan will be implemented and tracked through the annual budget process. Strategic Plan activities will be budgeted in later years and subject to Board review and approval. In the future, staff will ensure the proposed budgets reflect the priorities established in the Strategic Plan.

2017 Southeast Water Coalition Strategic Plan

Vision Statement

“SEWC is a valued advocate for safe and reliable water supplies that support the quality of life and economy of the southeast Los Angeles region”



Mission Statement

SEWC's mission is to advocate for water policies that ensure the availability of reliable, quality, and affordable water.

Values

The Policy Board and Administrative Entity have adopted the following values to guide the internal and external interactions of SEWC:

- Integrity - the quality of being honest and having strong moral principles
- Open communication – we will communicate in an unreserved and objective fashion
- Collaboration – we will work jointly to achieve the Coalition’s goals
- Public stewardship of resources – we will carefully and prudently manage the resources that are entrusted to us
- Transparency – our Coalition activities will be visible and information/deliberations accessible

2017 Southeast Water Coalition Strategic Plan

Goals / Strategies / Objectives

The Board developed three goals that represent SEWC's key commitments to the community it serves. SEWC is committed to:

- **Goal 1: Groundwater Protection** – SEWC will provide leadership and collaborate to protect and sustain the Central Basin groundwater supply of the SEWC region
- **Goal 2: Advocacy and Communications** – SEWC will track, develop, coordinate, and communicate input into water policy affecting the SEWC region
- **Goal 3: Funding** – SEWC will seek funding for water resource projects and programs benefiting the SEWC region

Goal 1: Groundwater Protection – SEWC will provide leadership and collaborate to protect and sustain the Central Basin groundwater supply of the SEWC region

Strategy 1.1 – Enhance understanding of area hydrogeology:

Objective 1.1.1 Support tracking of groundwater quality/plume information (including modeling)

Objective 1.1.2 Engage Water Replenishment agencies, to periodically update SEWC on existing contamination plume movement



2017 Southeast Water Coalition Strategic Plan

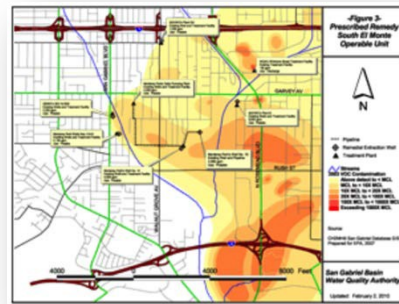
Strategy 1.2 – Identify and support projects that enhance and protect groundwater in the SEWC region to “shovel-ready” status to take advantage of funding opportunities:

- Objective 1.2.1 Develop a SEWC region plan including projects, policies, or programs that protect and enhance water quality within the SEWC region
- Objective 1.2.2 Identify and collaborate to develop the conceptual project components required to achieve “shovel-ready” status, including preparation of preliminary studies for regional projects (including groundwater storage)
- Objective 1.2.3 Analyze opportunities for developing system interties between member agencies to increase water supply resiliency

Goal 2: Advocacy and Communications – SEWC will track, develop, coordinate, and communicate input into water policy affecting the SEWC region

Strategy 2.1 – As directed by the Board, monitor and advocate for improvements to State, federal, and regional water policy and regulations:

- Objective 2.1.1 Monitor and track State, federal and regional water-related legislation including tracking of Central Basin Water Association legislative reports
- Objective 2.1.2 Develop and present water policy positions to the Board for action
- Objective 2.1.3 Advocate Board positions



2017 Southeast Water Coalition Strategic Plan

Objective 2.1.4 Support good governance policy changes at regional water agencies

Objective 2.1.5 Actively develop relationships with regulators

Strategy 2.2 – Work in partnership with the Gateway Water Management Authority (GWMA) to implement the Integrated Regional Water Management Plan (IRWMP) for the southeast Los Angeles County and lower Los Angeles and San Gabriel Rivers Watershed:

Objective 2.2.1 Establish SEWC project priorities

Objective 2.2.2 Attend meetings of the GWMA

Objective 2.2.3 Advocate for SEWC priorities

Strategy 2.3 – Represent the regions' interests before local, State and federal agencies:

Objective 2.3.1 Work in partnership with USEPA and other agencies to continue to protect Central Basin drinking water wells from detectable contamination

Objective 2.3.2 Work in partnership with USEPA, State and local agencies to continue to prioritize cleanup of the Omega Chemical Site, to ensure compliance with State and federal drinking water standards



Objective 2.3.3 Work in partnership with DTSC, federal, and local agencies to continue to prioritize cleanup of the Whittier Narrows Operable Unit (WNOU), to ensure compliance with State and federal drinking water standards

2017 Southeast Water Coalition Strategic Plan

Objective 2.3.4 Track the San Gabriel Basin Water Quality Authority (SGBWQA) / South El Monte Operable Unit (SEMOU) barrier project and the long term SEMOU remediation project by USEPA/SGBWQA

Objective 2.3.5 Track the Water Quality Protection Program monitoring results

Strategy 2.4 – Support the development of recycled water:

Objective 2.4.1 Track the Groundwater Reliability Improvement Project (GRIP) including monitoring of costs, benefits, and mitigation of impacts on local agencies

Objective 2.4.2 Track and engage the Sanitation Districts of Los Angeles County /Metropolitan Water District of Southern California Joint Water Pollution Control Facility recycled water indirect potable reuse project, and other potable reuse projects that affect the SEWC region

Objective 2.4.3 Track other regional recycled water projects (e.g. Central Basin MWD projects)

Strategy 2.5 – Communications: SEWC will inform, engage and respond to the community it serves:

Objective 2.5.1 Prepare coordinated message points for members to ensure uniform factual communications

Strategy 2.6 – Track and participate in area water policy groups:

Objective 2.6.1 Monitor Central Basin Municipal Water District activities

Objective 2.6.2 Monitor WRD activities

2017 Southeast Water Coalition Strategic Plan

Objective 2.6.3 Monitor Central Basin Water Association activities

Objective 2.6.4 Participate in activities of the Central Basin Watermaster

Goal 3: Funding and Effective SEWC Administration – SEWC will seek funding for water resource projects and programs benefiting the SEWC region

Strategy 3.1 – Identify funding opportunities for SEWC priority projects:

Objective 3.1.1 Maintain an updated list of funding resources for SEWC region projects and programs

Objective 3.1.2 Where appropriate, identify, advocate and pursue local, State, and federal commitment to fund projects and programs (including groundwater contamination cleanup) in the SEWC region

Objective 3.1.3 Track funding success

Strategy 3.2 – Identify, advocate and pursue improvements to the State and federal funding process for water, wastewater, and storm water projects and facilities:

Objective 3.2.1 Engage in State and federal funding initiatives to ensure the terms are supportive of SEWC project funding objectives

Strategy 3.3 – Administration of SEWC:

Objective 3.3.1 Schedule and support the activities of the Administrative Entity and the Policy Board

2017 Southeast Water Coalition Strategic Plan

Objective 3.3.2 Develop a staffing strategy/plan that meets the resource needs of SEWC

Objective 3.3.3 Create and present annual budgets to the Policy Board for approval
Objective 3.3.4 Effectively manage consultants to achieve the directives of the Policy Board

Objective 3.3.5 Develop an “on-boarding” process for new SEWC Administrative Entity and Policy Board members (consider mentoring, communication of JPA, responsibilities, “SEWC 101”, etc.)

Objective 3.3.6 Periodically review JPA documents to ensure they are current

- - - - -

Implementation

The Strategic Plan is intended to be a living document that will be reviewed and updated periodically. It will be used in planning and budgeting the activities of SEWC. Implementation will occur through the SEWC management plans, action/implementation plans, programs, and the allocation of resources through the annual budget process.

We will establish clear priorities for implementation of our Strategic Plan in order to use our limited resources as effectively as possible. We will set these priorities using criteria developed by the Policy Board and staff, and will assess them regularly to ensure they reflect changes in our internal and external environments. We will effectively communicate these priorities so that staff can adjust their work program and our customers and ratepayers will understand the basis for our actions.

2017 Southeast Water Coalition Strategic Plan

Glossary

The following key terms are used in this strategic plan:

Goal – SEWC’s commitment to the community it serves

Issue – a problem or opportunity facing SEWC

Mission – the primary reason(s) for the existence of the organization

Objective – measurable work activity that, when accomplished, will directly lead to the success of the strategy

Plume – areas of elevated concentrations of groundwater contaminants

Strategy – how an issue is solved to achieve the goal

Strategic Plan – a structured plan to drive SEWC to achieve its goals

SWOT Analysis – description of strengths, weaknesses, opportunities, and threats to identify areas of focus in the strategic plan

Vision – what effect SEWC aspires to have



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: February 7, 2019
To: Southeast Water Coalition Board of Directors
From: Kyle Cason, Chair, Administrative Entity
Subject: **Approval of Draft Scope of Work for Emergency Interconnects Project**

Recommendation: That the Board take the following action:

Approve the Southeast Water Coalition Joint Powers Authority Draft Scope of Work for Emergency Interconnects Project.

Discussion:

At the October 4, 2018 meeting of the Board of Directors, the Board received an update from the Administrative Entity regarding their progress on the Strategic Plan next steps. Administrative Entity (AE) Chair Kyle Cason stated it was the AE's intent to pursue a project to identify, map and analyze the existing emergency interties between SEWC member cities, and to compile a matrix of planned or potential emergency intertie projects that would strength water quality, supply and reliability between member cities.

At the January 22, 2019 Special Meeting of the Administrative Entity, the AE members reviewed and approved a draft Scope of Work for the Emergency Interconnects Project written by the Program Management Services consultant, KJServices. The Draft Scope of Work (attached) outlines the objectives and goals of the Emergency Interconnect Project, as compiled by the Administrative Entity members, and states the priorities and qualifications the AE is looking for in a consultant for this project.

The Draft Scope of Work includes a draft budget of \$58,700 in the Consultant Services line item, for the remainder of the FY '18-'19.

It is recommended the Board of Directors review and approve the attached Scope of Work for the Emergency Interconnects Project.

Attachment(s):

1. Draft Scope of Work - Emergency Interconnects Project

**SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY**

**DRAFT SCOPE OF WORK
EMERGENCY INTERCONNECTS PROJECT**

**REGULAR MEETING OF THE POLICY BOARD
FEBRUARY 7, 2019**

Background:

The mission statement of the Southeast Water Coalition (SEWC) is to “advocate for water policies that ensure the availability of reliable, quality, and affordable water” (2017 Southeast Water Coalition Strategic Plan).

Since adopting the Southeast Water Coalition Strategic Plan in April, 2017, SEWC has sought to pursue the twin goals of providing “leadership and collaborate to protect and sustain the Central Basin groundwater supply of the SEWC region” (Goal 1 - Groundwater Protection), and seeking “funding for water resource projects and programs benefiting the SEWC region” (Goal 3 - Funding).

Page 7 of the Strategic Plan outlines the proposed strategies and objectives to achieve SEWC’s goals:

Strategy 1.2 - Identify and support projects that enhance and protect groundwater in the SEWC region to “shovel-ready” status to take advantage of funding opportunities:

Objective 1.2.1 Develop a SEWC region plan including projects, policies, or programs that protect and enhance water quality within the SEWC region

Objective 1.2.2 Identify and collaborate to develop the conceptual project components required to achieve “shovel-ready” status, including preparation of preliminary studies for regional projects (including groundwater storage)

Objective 1.2.3 Analyze opportunities for developing system interties between member agencies to increase water supply resiliency

Emergency Interconnects Project:

SEWC’s Emergency Interconnects Project seeks to fulfill Objective 1.2.3 by:

- Gathering data on the existing water supply interties between the eleven SEWC member cities

- Identifying existing interties that need repair or updating
- Identifying points at which new interties between cities would enhance water supply resilience

Furthermore, the Emergency Interconnects Project seeks to fulfill Objective 1.2.2 by:

- seeking project funding for proposed emergency interconnections between member cities that would enhance water supply resilience.

This would include the preparation of preliminary studies for projects in the SEWC region, and prioritizing “shovel-ready” projects between member cities.

The SEWC Administrative Entity (AE) has prioritized the following objectives for the Emergency Interconnects Project Scope of Work:

- Hire a consultant to identify funding opportunities that would fulfill the goals of this project, develop conceptual project components to achieve “shovel-ready” status, and draft proposals for project grants.
- Seek a grant opportunity for interconnection projects related to groundwater reliability and emergency preparedness across SEWC member cities.
- Use funds from Consultant Services line item to pay for the Emergency Interconnects Project.

SEWC seeks to engage a consultant for this project that would:

- Utilize the SEWC Capital Funding Programs Project Matrix and Project Summaries submitted by AE members as guidelines to organize and prioritize potential projects, including but not limited to:
 - Repair and upgrade current interties
 - Replace meters
 - Upgrade control valves
 - Seek funding for SCADA Control upgrades
 - Prioritize the development of new projects that increase water supply and quality reliability between SEWC member cities:
 - In-line booster pump from Lakewood to Cerritos
 - Create interconnection on Painter/Carmenita between Whittier and Santa Fe Springs
 - Create interconnection on Florence/605 between Downey and Santa Fe Springs
- Research funding opportunities, including eligibility, timelines, budgets, deadlines and other filing requirements

- Prepare project abstracts to “shovel-ready” status
- Prioritize a variety of sources for plan projects and grants, including
 - Proposition 1 funding
 - State Water Resources Control Board
 - State funding related to water reliability
 - MWD’s Integrated Resources Plan
 - LA IRWMP opportunities
 - Central Basin’s stated goals and objectives

Budget Impact:

The approved Fiscal Year 2018-2019 SEWC budget allocated \$60,000 for Consultant Services, of which, \$1,300 has been earmarked to cover the cost of the FY 2017-2018 SEWC Audit. Therefore, at the time of this report, SEWC has \$58,700 to expend on hiring a consultant for the Emergency Interconnects Project in the remainder of the current fiscal year.

Schedule:

It is recommended that SEWC hire an Emergency Interconnects Project consultant prior to June 30, 2019.

**SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT**

Date: February 7, 2019
To: Southeast Water Coalition Board of Directors
From: Kyle Cason, Chair, Administrative Entity

Subject: Legislative Update

Recommendation: That the Board take the following action:

Receive and file an update on the status of the Administrative Entity's monitoring of current water-related legislative issues.

Background

The California State Legislature reconvened for the 2019-2020 Session on January 7, 2019. The last day for new bills to be introduced is February 22, 2019.

SB-45 (Allen) Wildfire, Drought, and Flood Protection Bond Act of 2020

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, approved by the voters as Proposition 68 at the June 5, 2018, statewide primary direct election, authorizes the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. This bill would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources. This bill contains other related provisions.

On January 16, 2019, SB-45 was referred to the Senate Committees on Environmental Quality, Natural Resources & Water, and Governance and Finance. No movement since then.

AB-134 (Bloom) Safe, clean, affordable, and accessible drinking water

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This bill would state findings and declarations relating to the intent of the Legislature to adopt policies to ensure that every Californian has the right to safe, clean, affordable, and accessible drinking water.

Bill was read for the first time on January 7, 2019. No movement since then.

Attachment(s):

1. Text of SB-45 (Allen) Wildfire, Drought, and Flood Protection Bond Act of 2020
2. Text of AB-134 (Bloom) Safe, clean, affordable, and accessible drinking water

Introduced by Senator AllenDecember 3, 2018

An act to add Division 46 (commencing with Section 80200) to the Public Resources Code, relating to public resources, by providing the funds necessary therefor through an election for the issuance and sale of bonds of the State of California and for the handling and disposition of those funds, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 45, as introduced, Allen. Wildfire, Drought, and Flood Protection Bond Act of 2020.

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, approved by the voters as Proposition 68 at the June 5, 2018, statewide primary direct election, authorizes the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program.

This bill would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.

This bill would provide for the submission of these provisions to the voters at the ____, 2020, ____ election.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Division 46 (commencing with Section 80200)
2 is added to the Public Resources Code, to read:

3
4 DIVISION 46. WILDFIRE, DROUGHT, AND FLOOD
5 PROTECTION BOND ACT OF 2020

6
7 CHAPTER 1. GENERAL PROVISIONS

8
9 80200. This division shall be known, and may be cited, as the
10 Wildfire, Drought, and Flood Protection Bond Act of 2020.

11 80201. The people of California find and declare all of the
12 following:

13 (a) California’s changing climate creates increased risk of
14 catastrophic wildfire, drought, severe heat events, sea level rise,
15 as well as impacts to agriculture, water supply and water quality,
16 and the health of the forests, watershed, and wildlife.

17 (b) These risks and impacts vary by region and can overwhelm
18 the resources of local governments that must cope with severe
19 climate change-related events.

20 (c) Reducing vulnerability to fire, flood, drought, and other
21 climate-change related events require a statewide investment to
22 increase climate resilience of communities and natural systems.

23 80202. For purposes of this division, the following definitions
24 apply:

25 (a) “Committee” means the Wildfire, Drought, and Flood
26 Protection Finance Committee created pursuant to Section 80402.

27 (b) “Disadvantaged community” means a community with a
28 median household income less than 80 percent of the statewide
29 average.

30 (c) “Fund” means the Wildfire, Drought, and Flood Protection
31 Fund created pursuant to Section 80210.

1 80203. An amount that equals not more than 5 percent of the
2 funds allocated for a grant program pursuant to this division may
3 be used to pay the administrative costs of that program.

4 80204. (a) Except as provided in subdivision (b), up to 10
5 percent of funds allocated for each program funded by this division
6 may be expended, including, but not limited to, by grants, for
7 planning and monitoring necessary for the successful design,
8 selection, and implementation of the projects authorized under that
9 program. This section shall not otherwise restrict funds ordinarily
10 used by an agency for “preliminary plans,” “working drawings,”
11 and “construction” as defined in the annual Budget Act for a capital
12 outlay project or grant project. Planning may include feasibility
13 studies for environmental site cleanup that would further the
14 purpose of a project that is eligible for funding under this division.
15 Monitoring may include measuring greenhouse gas emissions
16 reductions and carbon sequestration associated with program
17 expenditures under this division.

18 (b) Funds used for planning projects that benefit disadvantaged
19 communities may exceed 10 percent of the funds allocated if the
20 state agency administering the moneys determines that there is a
21 need for the additional funding.

22 80205. To the extent feasible, a project that includes water
23 efficiencies, stormwater capture for infiltration or reuse, or carbon
24 sequestration features in the project design may be given priority
25 for grant funding under this division.

26 80206. Moneys allocated pursuant to this division shall not be
27 used to fulfill any mitigation requirements imposed by law.

28 80207. (a) To the extent feasible in implementing this division
29 and except as provided in subdivision (b), a state agency receiving
30 funding under this division shall seek to achieve wildlife
31 conservation objectives through projects on public lands or
32 voluntary projects on private lands. Projects on private lands shall
33 be evaluated based on the durability of the benefits created by the
34 investment. Funds may be used for payments for the protection or
35 creation of measurable habitat improvements or other
36 improvements to the condition of endangered or threatened species,
37 including through the development and implementation of habitat
38 credit exchanges.

39 (b) This section shall not apply to Chapter 3 (commencing with
40 Section 80230), Chapter 5 (commencing with Section 80250),

1 Chapter 6 (commencing with Section 80260), Chapter 8
2 (commencing with Section 80280), or Chapter 10 (commencing
3 with Section 80300).

4 80208. Funds provided pursuant to this division, and any
5 appropriation or transfer of those funds, shall not be deemed to be
6 a transfer of funds for the purposes of Chapter 9 (commencing
7 with Section 2780) of Division 3 of the Fish and Game Code.

8 80209. For grants awarded for projects that serve a
9 disadvantaged community, the administering entity may provide
10 advanced payments in the amount of 25 percent of the grant award
11 to the recipient to initiate the project in a timely manner. The
12 administering entity shall adopt additional requirements for the
13 recipient of the grant regarding the use of the advanced payments
14 to ensure that the moneys are used properly.

15 80210. (a) The proceeds of bonds issued and sold pursuant to
16 this division, exclusive of refunding bonds issued and sold pursuant
17 to Section 80412, shall be deposited in the Wildfire, Drought, and
18 Flood Protection Fund, which is hereby created in the State
19 Treasury.

20 (b) Proceeds of bonds issued and sold pursuant to this division
21 shall be allocated according to the following schedule:

- 22 (1) ____ dollars (\$____) for restoring fire damaged areas.
- 23 (2) ____ dollars (\$____) for reducing wildfire risk.
- 24 (3) ____ dollars (\$____) for creating healthy forests and
25 watersheds.
- 26 (4) ____ dollars (\$____) for reducing climate impacts on urban
27 areas and vulnerable populations.
- 28 (5) ____ dollars (\$____) for protecting water supply and water
29 quality.
- 30 (6) ____ dollars (\$____) for protecting rivers, lakes, and streams.
- 31 (7) ____ dollars (\$____) for reducing flood risks.
- 32 (8) ____ dollars (\$____) for protecting fish and wildlife and
33 natural resources from climate impacts.
- 34 (9) ____ dollars (\$____) for improving climate resilience of
35 agricultural lands.
- 36 (10) ____ dollars (\$____) for protecting coastal lands and
37 resources.

38 80211. The Legislature may enact legislation necessary to
39 implement programs funded by this division.

1 CHAPTER 2. RESTORING FIRE DAMAGED AREAS

2
3 80220. The sum of ____ dollars (\$____) shall be available for
4 appropriation by the Legislature for the restoration of wildfire
5 damaged areas. Eligible projects include, but are not limited to,
6 grants to public agencies for revegetation and other projects to
7 reduce erosion, flood, and mudslide risk, clean up of hazardous
8 sites, and habitat restoration.

9
10 CHAPTER 3. REDUCING WILDFIRE RISK

11
12 80230. The sum of ____ dollars (\$____) shall be available
13 for appropriation by the Legislature for the reduction in the risk
14 of wildfire threat to lives, properties, and natural habitats. Eligible
15 projects include, but are not limited to, grants to assist with any
16 of the following:

- 17 (a) Structure and community retrofit projects.
- 18 (b) Improvement in the alert and evacuation systems.
- 19 (c) Establishment of urban-wildland buffers in high fire hazard
20 areas.
- 21 (d) Science-based vegetation treatment programs near urban
22 areas.

23
24 CHAPTER 4. CREATING HEALTHY FOREST AND WATERSHEDS

25
26 80240. The sum of ____ dollars (\$____) shall be available
27 for appropriation by the Legislature for the protection and
28 restoration of forests, including redwoods, conifers, oak woodlands,
29 chaparral, deserts, and other habitat types to ensure the long-term
30 ecological health of these natural systems, to reduce risk of extreme
31 wildfires, floods, and other climate impacts, and to improve water
32 supply and water quality, carbon sequestration, community access,
33 and other public benefits.

34
35 CHAPTER 5. REDUCING CLIMATE RISKS IN URBAN AREAS AND
36 ON VULNERABLE POPULATIONS

37
38 80250. The sum of ____ dollars (\$____) shall be available
39 for appropriation by the Legislature for the reduction of climate
40 impacts on urban areas and vulnerable populations. Eligible

1 projects include, but are not limited to, urban greening, urban
2 forestry projects, and other projects to reduce urban heat island
3 effects, to establish cooling centers, and to safeguard vulnerable
4 populations.

5

6 CHAPTER 6. PROTECTING WATER SUPPLY AND WATER QUALITY

7

8 80260. The sum of ____ dollars (\$____) shall be available
9 for appropriation by the Legislature for the protection of
10 California’s water supply and water quality. Eligible projects
11 include, but are not limited to, the following:

- 12 (a) Safe drinking water projects.
- 13 (b) Water quality projects.
- 14 (c) Sustainable groundwater management projects.

15

16 CHAPTER 7. PROTECTING RIVERS, LAKES, AND STREAMS

17

18 80270. The sum of ____ dollars (\$____) shall be available
19 for appropriation by the Legislature for the protection and
20 restoration of rivers, lakes, and streams. Eligible projects include,
21 but are not limited to, the following:

- 22 (a) River parkway projects.
- 23 (b) Projects to implement the Lake Tahoe Environmental
24 Improvement Program.
- 25 (c) Projects to restore the Salton Sea authorized pursuant to
26 Public Law 105-372, the Salton Sea Reclamation Act of 1998.
- 27 (d) Projects for the acquisition or restoration of public lands
28 within the Los Angeles River Watershed.

29

30 CHAPTER 8. REDUCING FLOOD RISK

31

32 80280. The sum of ____ dollars (\$____) shall be available
33 for appropriation by the Legislature for the reduction of flood risks,
34 including the establishment of flood corridors, bypasses, and
35 associated infrastructure.

1 CHAPTER 9. PROTECTING FISH AND WILDLIFE FROM CLIMATE
2 IMPACTS

3
4 80290. The sum of ____ dollars (\$____) shall be available
5 for appropriation by the Legislature for the protection of
6 California’s fish and wildlife resources. Eligible projects include,
7 but are not limited to, the following:

- 8 (a) Salmon and other fishery restoration projects.
- 9 (b) Projects to protect wetlands and wildfire refuges for
10 migratory birds.
- 11 (c) Establishment, protection, and restoration of wildlife
12 corridors and habitat linkages.
- 13 (d) Conservation actions on private lands.

14
15 CHAPTER 10. IMPROVING CLIMATE RESILIENCE OF
16 AGRICULTURAL LANDS

17
18 80300. The sum of ____ dollars (\$____) shall be available
19 for appropriation by the Legislature for the improvement in climate
20 resilience of agricultural lands. Eligible projects include, but are
21 not limited to, the following:

- 22 (a) Grants to promote practices on farms and ranches that
23 improve agricultural and open space soil health, carbon
24 sequestration, and erosion control, water quality and water
25 retention.
- 26 (b) California Farmland Conservancy Program established
27 pursuant to Division 10.2 (commencing with Section 10200) of
28 the Public Resources Code.

29
30 CHAPTER 11. PROTECTING COASTAL LANDS AND RESOURCES

31
32 80310. The sum of ____ dollars (\$____) shall be available
33 for appropriation by the Legislature for the protection of coastal
34 lands, waters and natural resources, and wildlife from climate
35 impacts. Eligible projects include, but are not limited to, projects
36 to restore coastal wetlands and projects to address sea level rise
37 and temperature increase.

CHAPTER 12. FISCAL PROVISIONS

1
2
3 80400. (a) Bonds in the total amount of ____ dollars (\$____),
4 and any additional bonds authorized, issued, and appropriated in
5 accordance with this division pursuant to other provisions of law,
6 not including the amount of any refunding bonds issued in
7 accordance with Section 80412, may be issued and sold to provide
8 a fund to be used for carrying out the purposes expressed in this
9 division and to reimburse the General Obligation Bond Expense
10 Revolving Fund pursuant to Section 16724.5 of the Government
11 Code. The bonds, when sold, issued, and delivered, shall be and
12 constitute a valid and binding obligation of the State of California,
13 and the full faith and credit of the State of California is hereby
14 pledged for the punctual payment of both the principal of, and
15 interest on, the bonds as the principal and interest become due and
16 payable.

17 (b) The Treasurer shall sell the bonds authorized by the
18 committee pursuant to this section. The bonds shall be sold upon
19 the terms and conditions specified in a resolution to be adopted
20 by the committee pursuant to Section 16731 of the Government
21 Code.

22 80401. The bonds authorized by this division shall be prepared,
23 executed, issued, sold, paid, and redeemed as provided in the State
24 General Obligation Bond Law (Chapter 4 (commencing with
25 Section 16720) of Part 3 of Division 4 of Title 2 of the Government
26 Code), as amended from time to time, and all of the provisions of
27 that law apply to the bonds and to this division.

28 80402. (a) Solely for the purpose of authorizing the issuance
29 and sale, pursuant to the State General Obligation Bond Law
30 (Chapter 4 (commencing with Section 16720) of Part 3 of Division
31 4 of Title 2 of the Government Code), of the bonds authorized by
32 this division, the Wildfire, Drought, and Flood Protection Finance
33 Committee is hereby created. For purposes of this division, the
34 Wildfire, Drought, and Flood Protection Finance Committee is the
35 “committee” as that term is used in the State General Obligation
36 Bond Law.

37 (b) The committee consists of the Director of Finance, the
38 Treasurer, and the Controller. Notwithstanding any other law, any
39 member may designate a representative to act as that member in

1 his or her place for all purposes, as though the member were
2 personally present.

3 (c) The Treasurer shall serve as the chairperson of the
4 committee.

5 (d) A majority of the committee may act for the committee.

6 80403. The committee shall determine whether or not it is
7 necessary or desirable to issue bonds authorized by this division
8 in order to carry out the actions specified in this division and, if
9 so, the amount of bonds to be issued and sold. Successive issues
10 of bonds may be authorized and sold to carry out those actions
11 progressively, and it is not necessary that all of the bonds
12 authorized to be issued be sold at any one time.

13 80404. For purposes of the State General Obligation Bond
14 Law, “board,” as defined in Section 16722 of the Government
15 Code, means the Secretary of the Natural Resources Agency.

16 80405. There shall be collected each year and in the same
17 manner and at the same time as other state revenue is collected,
18 in addition to the ordinary revenues of the state, a sum in an amount
19 required to pay the principal of, and interest on, the bonds each
20 year. It is the duty of all officers charged by law with any duty in
21 regard to the collection of the revenue to do and perform each and
22 every act that is necessary to collect that additional sum.

23 80406. Notwithstanding Section 13340 of the Government
24 Code, there is hereby appropriated from the General Fund in the
25 State Treasury, for the purposes of this division, an amount that
26 will equal the total of the following:

27 (a) The sum annually necessary to pay the principal of, and
28 interest on, bonds issued and sold pursuant to this division, as the
29 principal and interest become due and payable.

30 (b) The sum that is necessary to carry out the provisions of
31 Section 80409, appropriated without regard to fiscal years.

32 80407. The board may request the Pooled Money Investment
33 Board to make a loan from the Pooled Money Investment Account,
34 including other authorized forms of interim financing that include,
35 but are not limited to, commercial paper, in accordance with
36 Section 16312 of the Government Code for the purpose of carrying
37 out this division. The amount of the request shall not exceed the
38 amount of the unsold bonds that the committee has, by resolution,
39 authorized to be sold for the purpose of carrying out this division,
40 excluding refunding bonds authorized pursuant to Section 80412,

1 less any amount loaned and not yet repaid pursuant to this section
2 and withdrawn from the General Fund pursuant to Section 80409
3 and not yet returned to the General Fund. The board shall execute
4 those documents required by the Pooled Money Investment Board
5 to obtain and repay the loan. Any amounts loaned shall be
6 deposited in the fund to be allocated in accordance with this
7 division.

8 80408. Notwithstanding any other provision of this division,
9 or of the State General Obligation Bond Law, if the Treasurer sells
10 bonds that include a bond counsel opinion to the effect that the
11 interest on the bonds is excluded from gross income for federal
12 tax purposes under designated conditions or is otherwise entitled
13 to any federal tax advantage, the Treasurer may maintain separate
14 accounts for the bond proceeds invested and for the investment
15 earnings on those proceeds, and may use or direct the use of those
16 proceeds or earnings to pay any rebate, penalty, or other payment
17 required under federal law or take any other action with respect
18 to the investment and use of those bond proceeds, as may be
19 required or desirable under federal law in order to maintain the
20 tax-exempt status of those bonds and to obtain any other advantage
21 under federal law on behalf of the funds of this state.

22 80409. For the purposes of carrying out this division, the
23 Director of Finance may authorize the withdrawal from the General
24 Fund of an amount or amounts not to exceed the amount of the
25 unsold bonds that have been authorized by the committee to be
26 sold for the purpose of carrying out this division, excluding
27 refunding bonds authorized pursuant to Section 80412, less any
28 amount loaned pursuant to Section 80407 and not yet repaid and
29 any amount withdrawn from the General Fund pursuant to this
30 section and not yet returned to the General Fund. Any amounts
31 withdrawn shall be deposited in the fund to be allocated in
32 accordance with this division. Any moneys made available under
33 this section shall be returned to the General Fund, with interest at
34 the rate earned by the moneys in the Pooled Money Investment
35 Account, from proceeds received from the sale of bonds for the
36 purpose of carrying out this division.

37 80410. All moneys deposited in the fund that are derived from
38 premium and accrued interest on bonds sold pursuant to this
39 division shall be reserved in the fund and shall be available for
40 transfer to the General Fund as a credit to expenditures for bond

1 interest, except that amounts derived from premiums may be
2 reserved and used to pay the cost of bond issuance before any
3 transfer to the General Fund.

4 80411. Pursuant to Chapter 4 (commencing with Section
5 16720) of Part 3 of Division 4 of Title 2 of the Government Code,
6 the cost of bond issuance shall be paid or reimbursed out of the
7 bond proceeds, including premiums, if any. To the extent the cost
8 of bond issuance is not paid from premiums received from the sale
9 of bonds, these costs shall be allocated proportionally to each
10 program funded through this division by the applicable bond sale.

11 80412. The bonds issued and sold pursuant to this division
12 may be refunded in accordance with Article 6 (commencing with
13 Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of
14 the Government Code, which is a part of the State General
15 Obligation Bond Law. Approval by the voters of the state for the
16 issuance of the bonds under this division shall include approval
17 of the issuance of any bonds issued to refund any bonds originally
18 issued under this division or any previously issued refunding bonds.
19 Any bond refunded with the proceeds of a refunding bond as
20 authorized by this section may be legally defeased to the extent
21 permitted by law in the manner and to the extent set forth in the
22 resolution, as amended from time to time, authorizing that refunded
23 bond.

24 80413. The proceeds from the sale of bonds authorized by this
25 division are not “proceeds of taxes” as that term is used in Article
26 XIII B of the California Constitution, and the disbursement of these
27 proceeds is not subject to the limitations imposed by that article.

28 SEC. 2. Section 1 of this act shall take effect upon the approval
29 by the voters of the Wildfire, Drought, and Flood Protection Bond
30 Act of 2020.

31 SEC. 3. Section 1 of this act shall be submitted to the voters
32 at the ____, 2020, statewide ____ election in accordance with
33 provisions of the Government Code and the Elections Code
34 governing the submission of a statewide measure to the voters.

35 SEC. 4. This act is an urgency statute necessary for the
36 immediate preservation of the public peace, health, or safety within
37 the meaning of Article IV of the Constitution and shall go into
38 immediate effect. The facts constituting the necessity are:

- 1 In order to fund wildfire, drought, and flood protection programs
- 2 at the earliest possible date, it is necessary that this act take effect
- 3 immediately.

O

ASSEMBLY BILL

No. 134

Introduced by Assembly Member Bloom

December 5, 2018

An act relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 134, as introduced, Bloom. Safe, clean, affordable, and accessible drinking water.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

This bill would state findings and declarations relating to the intent of the Legislature to adopt policies to ensure that every Californian has the right to safe, clean, affordable, and accessible drinking water.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) Pursuant to Section 106.3 of the Water Code, every human
4 being in the State of California has the right to safe, clean,
5 affordable, and accessible water adequate for human consumption.

- 1 (b) Unfortunately, over one million Californians are exposed
2 to unsafe drinking water each year. Children are particularly at
3 risk because as many as one in four schools in the Central Valley
4 have been impacted by unsafe drinking water.
- 5 (c) In fact, a significant number of California communities,
6 especially disadvantaged communities, rely on a contaminated
7 groundwater source for their drinking water supply. Contaminants
8 include nitrate, arsenic, and disinfectant byproducts.
- 9 (d) The State Water Resources Control Board has identified a
10 total of 331 water systems that are in violation of water quality
11 standards. These water systems serve an estimated 500,000 people
12 throughout the state. Additionally, the number of water systems
13 with 14 or fewer connections that are currently in violation of
14 water quality standards is estimated to be in the thousands.
- 15 (e) Of the 331 systems identified by the State Water Resources
16 Control Board, 68 have violations associated with nitrates and in
17 some cases, additional contaminants. In some of these water
18 systems, unsafe contamination levels persist over time because
19 the local agency cannot generate sufficient revenue from its
20 customer base to implement, operate, or maintain the improvements
21 necessary to address the problem.
- 22 (f) The challenge in these systems is often a product of a
23 combination of factors, including the high costs of the investments
24 required, low income of the customers, and the small number of
25 customers across whom the costs would need to be spread.
- 26 (g) Water treatment systems are the key to providing safe
27 drinking water to these communities, but the installation, operation,
28 and maintenance of such systems are often very costly and there
29 is no source of funding dedicated to this ongoing need.
- 30 (h) Therefore, it is the intent of the Legislature to adopt policies
31 that will end this injustice and ensure that pursuant to California
32 law, every Californian has the right to safe, clean, affordable, and
33 accessible drinking water.