



Meeting Agenda Announcement

Assembly Bill (“AB”) 361, signed into law on September 16, 2021, amends Government Code section 54953 to provide authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act (Gov. Code §§ 54950 et seq.).

Consistent with mandates of AB 361, some, or all, SEWC Board Members may attend this meeting virtually. A physical location from which members of the public may observe the meeting or offer public comment will not be made available. Commerce City Hall will not be open to the public for this meeting; however viewing and public comment options are provided below.

View live open session meeting remotely via Zoom:

Join Zoom Meeting:

<https://zoom.us/j/94883144982?pwd=NERgbkJuTnpjNjRuZDZ1R1Z3TUowQT09>

Meeting ID: 948 8314 4982

Password: 440871

Public Comment/Question options:

- Email: kjservicesenviro@gmail.com
- Voicemail: (323) 722-4805 ext. 2812

Please submit email and voicemail public comments by at least 2:30 p.m. on the date of the meeting to ensure SEWC Members receive and have time to review them. All email and voicemails received by 2:30 p.m. are forwarded to SEWC Members. Email and voicemails received after 2:30 p.m. but before the conclusion of the public comment portion will be entered into the record.

AGENDA

SOUTHEAST WATER COALITION

REGULAR MEETING OF THE ADMINISTRATIVE ENTITY

THURSDAY, JANUARY 20, 2022

3:00 PM

- 1. ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. CONSENT CALENDAR**

*****Consent Calendar items will be considered and approved in one motion unless removed by an Administrative Entity Member for discussion.*****

- a. **SEWC ADMINISTRATIVE ENTITY MINUTES OF NOVEMBER 18, 2021
REGULAR MEETING**

Recommendation: Approve minutes as submitted.

- b. **MAKE FINDINGS PURSUANT TO GOVERNMENT CODE SECTION
54953(e)(3) ESTABLISHED BY ASSEMBLY BILL 361 - NEW
LEGISLATION REGARDING PUBLIC MEETINGS AND
TELECONFERENCING**

Recommendation: That the Administrative Entity take the following actions:

- 1) Make the following findings pursuant to Government Code Section 54953(e)(3):
 - a) the Board has reconsidered the circumstances of the COVID-19 state of emergency; and
 - b) state and local officials continue to recommend measures to promote social distancing.

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

4. MWD WATER CONSERVATION PROGRAMS

Gina Nila, AE Chair, City of Commerce

Kevin Sales, KJServices Environmental Consulting

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the Metropolitan Water District's Water Conservation Programs.

5. PFAS UPDATES: IMPACTS OF A POTENTIAL CERCLA LISTING, PFAS LITIGATION – CITIES OF DOWNEY AND WHITTIER

Gina Nila, AE Chair, City of Commerce

Nick Ghirelli, Richards, Watson & Gershon

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the possible listing of PFAS chemicals on the Federal CERCLA listing, and the litigation by the cities of Downey and Whittier against the manufacturers of products containing PFAS chemical, and other potential responsible parties.

6. CBMWD – POTENTIAL WATER LEGISLATION, CBMWD REDISTRICTING UPDATE

Gina Nila, AE Chair, City of Commerce

Nick Ghirelli, Richards, Watson & Gershon

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the latest from the Central Basin Municipal Water District.

7. SEWC PROGRAM MANAGEMENT EXTENSION

Gina Nila, AE Chair, City of Commerce

Kevin Sales, KJServices Environmental Consulting

Recommendation: That the Administrative Entity take the following actions:

Discussion and possible action on the extension of SEWC's Program Management Contract with KJServices Environmental Consulting.

8. RICHARDS, WATSON, AND GERSHON BUDGET REVIEW AND POTENTIAL ADJUSTMENT

Gina Nila, AE Chair, City of Commerce
Kevin Sales, KJServices Environmental Consulting
Recommendation: That the Administrative Entity take the following action:

Discussion and potential action to increase the current annual budget allocated to legal services.

9. February 3, 2022 BOARD OF DIRECTORS AGENDA

Kevin Sales, KJServices Environmental Consulting
Recommendation: Consider Draft SEWC JPA Board of Directors Agenda

10. WRITTEN COMMUNICATIONS

11. ADMINISTRATIVE ENTITY MEMBER COMMENTS

Disability-related services are available to enable persons with a disability to participate in this meeting, consistent with the Federal Americans with Disabilities Act of 1990. Spanish interpreters are also available. For information or to request services, please contact the City of Commerce Public Works Department at least 24 hours in advance of the meeting at (323) 722-4805 ext. 2812.

The next meeting of the Southeast Water Coalition Administrative Entity will be on Thursday, March 17, 2022, 3:00pm, at Commerce City Hall, 2535 Commerce Way, Commerce, CA, 90040.

I, Michelle Keshishian, City of Commerce, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq. and City of Commerce Ordinance at the following locations: Commerce City Hall, Rosewood Neighborhood Library, and the Commerce Senior Center.

Dated:

Michelle Keshishian
Environmental Coordinator
City of Commerce

**MINUTES OF THE
SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
REGULAR MEETING OF THE ADMINISTRATIVE ENTITY**

**THURSDAY, NOVEMBER 18, 2021
3:00 PM**

The Regular Meeting of the Southeast Water Coalition Joint Powers Authority Administrative Entity, conducted telephonically via Zoom, was called to order at 3:03 p.m. by AE Chair Gina Nila. At the time the meeting was called to order a quorum of members were present. Kristen Sales (KJServices Environmental Consulting) called for a voice vote of the roll call and the following Administrative Entity members were present:

1. ROLL CALL

| | |
|----------------------|--------------------------------------|
| Javier Martinez | City of Cerritos |
| Gina Nila, AE Chair | City of Commerce |
| Michelle Keshishian | City of Commerce |
| Dan Mueller | City of Downey (arrived 3:30pm) |
| Jason Wen | City of Lakewood (arrived 3:11pm) |
| Derwin Dy | City of Lakewood |
| Adriana Figueroa | City of Paramount |
| Noe Negrete | City of Santa Fe Springs |
| Chris Castillo | City of South Gate |
| Joanna Moreno | City of Vernon |
| Ray Cordero | City of Whittier (arrived at 3:07pm) |
| Others in Attendance | |
| Cesar Rangel | City of Whittier (arrived at 3:11pm) |
| Nick Ghirelli | RWG |
| Kristen Sales | KJServices Environmental Consulting |
| Kevin Sales | KJServices Environmental Consulting |

2. PUBLIC COMMENTS

No Public Comments were received.

3. CONSENT CALENDAR

Adriana Figueroa (Paramount) made a motion to approve the Consent Calendar.

The motion was seconded by Jason Wen (Lakewood). The motion was approved by a unanimous roll call vote of the Administrative Entity members.

4. EPA STRATEGIC ROADMAP FOR PFAS

The Administrative Entity members received an update on the EPA's proposed Strategic Roadmap for PFAS. The Roadmap includes three components; investment in research, proactive prevention to prevent PFAS from entering the environment, and accelerated and broadened cleanup of existing PFAS contamination.

The AE members had a number of questions on exactly what form this increased Federal focus on PFAS would take. Of particular concern was whether PFAS would be added to the Federal CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act), also known as Superfund, thereby potentially making cities and water utilities Potentially Responsible Parties (PRPs) for PFAS chemicals found in drinking water.

Additionally there are not currently minimum contamination levels set for these chemicals, though there are potential levels being discussed (1 ppt for PFOA and .0001 ppt for PFAS). Unlike most chemical contaminants that are localized, the PFAS chemicals are found everywhere.

The AE asked Nick Ghirelli (RWG) to look into the potential legal impacts of the EPA's Roadmap on SEWC and provide guidance on how the cities can best track and address the issue moving forward. Mr. Ghirelli stated that he would let the AE members know when the EPA announces the comment period for the proposed ruling.

The AE approved a motion to receive and file the report.

5. UPDATE ON PFAS REMEDIATION PROGRAM

The Administrative Entity heard an update on the status of the Water Replenishment District's PFAS Remediation Program. Additionally the AE briefly discussed the WRD's participation in a lawsuit against 3M, DuPont and other potential responsible parties for redress over PFAS contamination in the District.

AE Chair Gina Nila stated that Pico Water District has had their application approved. The City of Commerce is next in the funding queue. There is a hold up with WRD over some budget questions related to Commerce's project. The City of Commerce is working with Cal Water to address the WRD's budget concerns. Gina pointed out that it seems that WRD has additional concerns over the proposed budget when the city applicant is contracting the project out to a third party.

Chris Castillo (South Gate) stated that South Gate's project has been approved, though they are holding off on beginning until they complete their own PFAS study. Additionally, South Gate is negotiating with the WRD for a change to the contract

language. At issue is the 20-year commitment required in the contract.

AE Chair Nila further stated that the WRD has substantial funding available which should be made available to the pumpers on a timely basis for projects. She stated that Commerce needs to move forward with its project regardless of the funding agreement.

Nick Ghirelli stated that the WRD Board has voted to join a lawsuit against the manufacturers of PFAS and other potentially responsible parties for the PFAS contamination in the District. It is possible that the case may be converted to a class action lawsuit. The lawsuit is expected to have a very long timeline.

The AE approved a motion to receive and file the report.

6. UPDATE ON CENTRAL BASIN MUNICIPAL WATER DISTRICT

The Administrative Entity heard on update on the Central Basin Municipal Water District. The update included three issues of concern: Purveyor City representative election, Amendment of the CBMWD's Administrative Code related to the payment of Board Members for attendance at outside meetings, and the on-going redistricting process for the CBMWD.

Several AE members discussed the seating of the Purveyor City representative to the Board. Gina Nila and Noe Negrete both stated that Terry Rodrigue was the only candidate for the purveyor / city seat on the CBMWD Board and should be seated as soon as possible. Noe stated that he thought Mr. Rodrigue would be seated at the January CBMWD meeting. Gina added that once seated, he would serve out an existing term with approximately 3 years remaining.

The AE approved a motion to receive and file the report.

7. MAKE FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3) ESTABLISHED BY ASSEMBLY BILL 361 - NEW LEGISLATION REGARDING PUBLIC MEETINGS AND TELECONFERENCING

Adriana Figueroa made a motion to approve the findings. The motion was seconded by Jason Wen. The motion was approved by a unanimous roll call vote of the Administrative Entity members.

8. DECEMBER 2, 2021 BOARD OF DIRECTORS AGENDA

Kristen Sales, KJServices Environmental Consulting

Recommendation: Consider Draft SEWC JPA Board of Directors Agenda

- 1) Update on WRD PFAS Remediation program.
- 2) Update on CBMWD
- 3) Update on State Drought Conditions
- 4) Make Findings related to AB 361

9. WRITTEN COMMUNICATIONS

Kristen Sales stated that she had received written correspondence from RW&G.

10. ADMINISTRATIVE ENTITY MEMBER COMMENTS

Gina Nila stated that she would not be present at the next SEWC Board meeting on December 2nd and that Joanna Moreno would be in attendance in her stead. Jason Wen (Lakewood) announced that the December Board Meeting would likely be his last as he is retiring at the end of December 2021. Adrianna Figueroa wished all present a Happy Thanksgiving!

11. ADJOURNMENT

AE Chair Gina Nila adjourned the meeting at 4:04 p.m..

CHAIR

ATTEST:

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

Date: January 20, 2022
To: Southeast Water Coalition Administrative Entity
From: Gina Nila, AE Chair, City of Commerce
Kevin Sales, KJServices Environmental Consulting

Subject: MWD WATER CONSERVATION PROGRAMS

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the Metropolitan Water District's Water Conservation Programs.

Background

At their November 11, 2021, Board meeting, the Metropolitan Water District approved a series of modifications to several of its existing conservation programs. On August 17, 2021, Metropolitan's Board of Directors declared a Condition – 2 Water Supply Alert. In response to this declaration and California's ongoing drought conditions, MWD staff proposed a series of modifications to conservation programming. These changes provide assistance and water savings in critical areas such as leak detection, public agency assistance, underserved communities, and turf replacement.

The MWD's modifications to its water conservation programs encompass changes in five (5) areas:

1. Modification to the existing commercial and residential turf replacement program. The program would increase the funding available from \$2 per square foot to \$3 per square foot, depending upon the availability of additional funding.
2. Additional assistance for public agency turf removal and replacement.
3. Modification to the Member Agency Administered Program (MAAP), creating a new Public Agency category.
4. Modification of the Pre-1994 Multi-Family Toilet Replacement Rebate Program. Increases the per cycle funding to 20,000 replacements, up from 10,000 per cycle, and increases the number of funding cycles to two per fiscal year.

5. Southern California Gas Direct Install Program expansion. This program currently allows for the installation of high-efficiency clothes washers. Will expand to include toilets, showerheads, aerators, and irrigation controllers.

Attachments:

1. MWD 11/8/21 Conservation program presentation.
2. MWD Board Action Report – Water Planning and Stewardship Committee 11/8/21.
3. MWD Press Release.



● **Board of Directors**
Water Planning and Stewardship Committee

11/8/2021 Board Meeting

7-9

Subject

Authorize implementation of modifications to the Turf Replacement Program, the Member Agency Administered Funds Program, the Pre-1994 Multi-Family Property Toilet Replacement Program, and the Southern California Gas Company Direct Install Program; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA

Executive Summary

This letter seeks approval for modifications to several existing conservation programs in order to accelerate water savings during drought conditions. On August 17, 2021, Metropolitan's Board of Directors declared a Condition – 2 Water Supply Alert. In response to this declaration and California's ongoing drought conditions, staff is proposing a series of modifications to conservation programming. These changes provide assistance and water savings in critical areas such as leak detection, public agency assistance, underserved communities, and turf replacement. This letter seeks authorization to increase water savings, including: (1) public agency turf replacement assistance; (3) expansion of the member agency administered funds program; (4) expansion of the pre-1994 multi-family property toilet replacement program; and (5) expansion of the SoCal Gas direct install program.

Details

Background

Conservation and water use efficiency is a key part in Metropolitan's Integrated Water Resources Plan (IRP) and Southern California's water management strategy. Metropolitan's regional conservation program is an important tool to help meet the conservation goals established by the IRP. This program provides financial incentives to encourage water savings through programs such as the installation of drought tolerant landscapes, water-saving fixtures and devices.

Metropolitan seeks to implement response during this severe drought that will increase water savings throughout the service area while focusing on assistance for public agencies and underserved communities. All of the proposed program changes would be funded through the amount currently available in the FY 2021/22 budget and financed within future board-approved budgets. In addition, staff will seek external funding through state and federal grant programs. All proposed changes will remain in effect through the end of the next biennium or when authorized funding nears its approved budgeted amount.

Turf Replacement Program

During the last drought, Metropolitan's most popular water efficiency program was the Turf Removal Program. Turf removal provided long-term benefits by focusing public attention on a necessary transition to more climate-appropriate landscapes throughout Southern California. After the prior drought concluded, the Board and member agencies supported the creation of a new turf removal program. Staff proposed the Turf Replacement Program, which the Board authorized to save water while creating environmentally sustainable gardens.

Proposed Approach

In response to the current drought conditions, staff is proposing changes to the program to increase public agency participation. The proposed changes focus on spurring program activity and increasing program accessibility for public agency participation. All previously set program controls, required project elements, and pre- and post-inspections will remain in place.

Proposed Changes

- Increase the rebate from \$2 to \$3 per square foot for public agency projects.
- Increase the maximum square footage to 200,000 square feet for public agency projects, which allows larger properties, such as public agency building complexes and parks, to participate.
- Provide support to assist with design and implementation for public agency program applicants across the region.

Supporting Information

Metropolitan's Turf Replacement Program currently provides an incentive of \$2 per square foot. Public agencies have unique budget constraints, which make it difficult for them to undertake turf replacement projects at the current rebate level. An increase in the rebate to \$3 per square foot would increase a public agency's ability to implement turf replacement within their current budget constraints. At the current square footage limit of 50,000 square feet, the majority of the public agency properties participating are small parks and street medians or parkway areas. An increase in the square footage maximum to 200,000 square feet for public agency projects will further incentivize larger parks and public building complexes to participate. In addition, some public agencies have difficulty completing turf replacement projects due to budget constraints and staff workload. The regional support provided by Metropolitan is intended to help to address these issues. Consultants currently under contract to provide assistance to underserved communities would receive amended contracts to provide similar support to public agencies. Public agency turf projects set an important visual example for the region, and Metropolitan support of these projects is recognized as a valuable contributor.

Member Agency Administered Funds Program

Proposed Approach

The primary objective of the proposed changes is to provide funding and program support for member agencies to design and administer customized public agency programs at the local level. The proposed approach focuses on making changes that will spur program activity and make the program more accessible for public agency participation.

Proposed Changes

- Member agencies would be enabled to use 100 percent of their Member Agency Administered Program Allocation for programs targeted at conservation savings in a manner supportive of public agency projects. The eligible costs would no longer be capped at Metropolitan's base conservation rate of \$195 per acre-foot.
- Metropolitan would provide regional support for the design and/or administration of programs.

Supporting Information

Providing a funding mechanism and support for member and local agency programs addresses some of the input and information received during the program development process and is complementary to the regional pilot approach. Staff received input from member agency staff that programs designed and administered at the local level can be more effective than regional approaches because of familiarity with the local issues and needs. However, member agencies have not been able to fully utilize their Member Agency Administered Program funding allocations from the Metropolitan conservation budget in past years due to a variety of factors.

The Member Agency Administered Program support approach may help to address these issues. Under this approach, local agencies will be able to utilize more of the Member Agency Administered Program funding allocations for programs that increase conservation through public agency projects. Further, member agencies

that have experienced difficulties in designing and administering programs will have regional support from Metropolitan, that will then enable them to more easily access and utilize funding for their programs.

Pre-1994 Multi-Family Property Toilet Replacement Program

Proposed Approach

The primary objective of the proposed approach is to increase water savings within underserved communities. This objective was refined based on input from the member agency and Conservation and Local Resources Committee process.

Proposed Changes

- Metropolitan would provide additional funding for the installation of Premium High-Efficiency Toilets within multi-family housing constructed prior to 1994.
- The additional \$5.5 million in funding would be allocated from funds currently available in the approved FY 2021/22 budget to cover up to 20,000 toilet installations, and would also include costs related to inspections and program administration.
- Future funding cycles would be provided upon approval of the FY 2022/23 and FY 2023/24 biennial budget.
- Staff proposes to offer the \$250 incentive for all eligible toilets 1.6 gallons per flush (gpf) and higher.

Supporting Information

Historical data on regional toilet installations showed that toilet rebates in certain areas can be up to \$250 (including all agency contributions). In underserved communities, the majority of toilet installations were incentivized in the range of \$250 per toilet, and nearly all installations came as a result of third-party contractor activity in the multi-family residential sector. The multi-family sector creates a natural economy-of-scale for contractors because multiple installations can be done in a single visit through a single owner.

Targeting the multi-family residential sector with pre-1994 construction serves several purposes. First, it targets a sector in which a higher proportion of the residents and of the water use may be in underserved communities. There is a higher instance of multi-family housing units within these areas as opposed to single-family dwellings. Second, higher water use savings are achieved by replacing older, higher-water-using toilets with Premium High-Efficiency Toilets. Pre-1994 construction dwelling units are more likely to have these older toilets. Previous funding cycles for this program have been reserved by third-party contractors in less than one day. By providing funding for an additional funding cycle during this fiscal year, Metropolitan is demonstrating its commitment to increasing water savings in underserved communities.

Through the current program, Metropolitan offers a tiered incentive of \$250 for 3.5 gpf toilets and \$125 for 1.6 gpf toilets, respectively. Administering the tiered incentive has presented challenges during the pre-installation inspection process, and contractors are less likely to replace less efficient 1.6 gpf toilets that may be over 20 years old. The current tiered program is also seeing a higher drop-out rate than the initial program, likely resulting from the added complexity and reduced financial incentives of the two-tiered toilet replacement incentive. Thus, staff now recommends offering \$250 for all eligible toilets 1.6 gpf and above.

Southern California Gas Direct Install Program

Proposed Approach

The primary objective of the proposed approach is to increase water savings within underserved communities. This objective was refined based on input from the member agency and Conservation and Local Resources Committee process.

Proposed Changes

- Expand the collaboration with Southern California Gas to provide funding for the direct installation of additional water-saving devices for income-qualified customers.
- An additional \$1.5 million in funding would be allocated from funds currently available in the approved FY 2021/22 budget.

Supporting Information

Metropolitan's Long-Term Conservation Plan identifies building strategic alliances and collaborative efforts with entities including energy utilities to further program development and implementation. Metropolitan currently collaborates on projects with Southern California Gas Company (SoCal Gas), including landscaping workshops, marketing of SoCalWaterSmart rebates through energy conservation kits, sharing collateral materials, and joint speaking engagements. In December 2014, Metropolitan entered into a Memorandum of Understanding with SoCal Gas to further develop this partnership and appropriate instruments for collaboration.

Currently, SoCal Gas operates a "direct install" program to provide water and energy-efficient clothes washing machines (HECWs) to income-qualified customers. These HECWs are both water and energy efficient and eligible for Metropolitan's rebates. Metropolitan provides a direct payment of our incentive to SoCal Gas for the installation of these devices. Direct installation of these devices to the targeted customers ensures that every installed device achieves both water savings and underserved community assistance goals. The expansion of this program to include other water-saving devices will allow Metropolitan to increase water savings in these communities without incurring additional administrative expenses. In addition, income-qualified customers outside of underserved communities would also be able to receive the benefits of this program. The cost of these devices will be based on the cost of the product, labor, and other administrative fees.

Next Steps

If approved by the Board, staff will implement the proposed changes. All proposed changes will remain in effect through the end of the next biennium or when funding nears the Board-approved budget. Staff will monitor data from the programs and report progress and results to the Board.

Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities.

By Minute Item 51426, dated December 11, 2018 the Board authorized the implementation of a program for increasing conservation in disadvantaged communities.

By Minute Item 51166, dated April 10, 2018, the Board authorized the landscape transformation program.

By Minute Item 50358, dated January 12, 2016, the Board adopted the 2015 Integrated Water Resources Plan Update, as set forth in Agenda Item 8-3 board letter.

By Minute Item 50134, dated May 26, 2015, the Board authorized a budget increase and modifications to the turf removal program.

Dated December, 14, 2014, Executive Management authorized the execution of a memorandum of understanding with SoCal Gas.

By Minute Item 49542, dated September 10, 2013, the Board authorized new conservation program initiatives.

By Minute Item 49068, dated May 8, 2012, the Board authorized changes to Metropolitan's water conservation program.

By Minute Item 48772, dated August 16, 2011, the Board adopted the Long-Term Conservation Plan and revisions to the water conservation policy principles.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed actions are not defined as a project under CEQA because they involve continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed actions are not subject to CEQA because they involve other government fiscal activities, which do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

1. Authorize changes to the Turf Replacement Programs.
 - a) Authorize increase of the Turf Replacement Program incentive for public agencies from \$2 to \$3 per square foot.
 - b) Authorize increase of the square footage maximum to 200,000 square feet for public agency projects.
 - c) Authorize turf replacement public agency assistance program.
2. Authorize changes to the Member Agency Administered Funds Program to include a public agency local project category.
3. Authorize expansion and changes to the Pre-1994 Multi-Family Property Toilet Replacement Program.
 - a) Authorize one additional funding cycle for the installation of 20,000 toilets.
 - b) Authorize change to eliminate tiered incentive and offer flat incentive of \$250 for all eligible toilets.
4. Authorize expansion of SoCal Gas Direct Install Program.

Fiscal Impact: The budget for the FY 2020/21 and FY 2021/22 budget cycle is \$86 million, and these changes are intended to accelerate participation and increase conservation savings while remaining within the budgeted amount.

Business Analysis: The proposed changes would aim to increase water savings and participation in conservation programs and activities.

Option #2

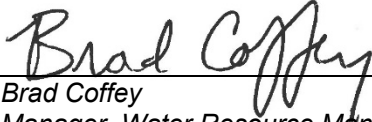
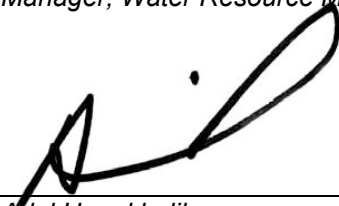
Take no action.

Fiscal Impact: None

Business Analysis: Staff would consider other initiatives to increase water savings during the current drought conditions.

Staff Recommendation

Option #1

| | |
|---|--------------------|
|  <hr/> Brad Coffey Manager, Water Resource Management | 10/28/2021 Date |
|  <hr/> Adel Hagekhalil General Manager | 10/28/2021 Date |



Authorize Implementation of Modifications to Conservation Programs

Water Planning and Stewardship Committee
Item 7-9
November 8, 2021

Objectives For Potential New Programs

- Dial up program activity to address the drought
 - Response to Governor's call to reduce water use
 - Support additional programs as part of Regional Drought Emergency
 - Leverage state drought funding or grant funding
- Enhance conservation in the following sectors:
 - Underserved Communities
 - Public Agencies
 - Commercial, Industrial, Institutional

Objectives for Modifying Existing Programs

- Seek large volume of water savings in short time
- Maintain program familiarity with agencies and public
 - Reduce administrative complexity
 - Continue emphasis on outdoor efficiency
- Emphasize public agency programs to demonstrate agency leadership and action during drought
- Continue to emphasize outdoor efficiency and water conservation

Recommended Modifications of Existing Conservation Programs

Modification of Turf Replacement Program

- For Commercial and Residential
 - Temporary increase from \$2 to \$3 per square foot (only if additional funding becomes available)
 - All other requirements/controls remain in place
 - Past programs demonstrate higher incentive = more activity
 - Earned media and public awareness campaigns will also increase activity
 - Allow additional time for project completion if watering restrictions impede projects



Additional Assistance for Public Agencies

- Temporary changes
 - Increase rebate level from \$2/sq. ft. to \$3/sq. ft.
 - Increase max area from 50,000 to 200,000 sq. ft.
 - Changes sunset at end of next biennium
- Provide “concierge” service assisting public agencies with project design, implementation and rebate application
 - Amend contract for current MWD consultants
- USBR grant application submittal for public agency turf program
 - Additional \$1/sq. ft. above turf rebate amount
 - Funding for assistance program



Modification of Member Agency Administered Program (MAAP)

- Create Public Agency category for MAAP funding
 - Comparable to the current underserved community category – not held to \$195/acre foot benefit level
 - Allows 100% of MAAP funding for a public agency project



Modification of Pre-1994 Multi-Family Toilet Replacement Rebate Program

- Current program funding replaces 10,000 toilets per budget cycle
 - First two offerings fully subscribed on first day
- Increase to 20,000 toilets per cycle and two cycles per fiscal year
- First launch planned for early 2022



SoCal Gas Direct Install Program Expansion

- Current MOU for direct installation of high-efficiency clothes washers for income-qualified customers
- Expand program to include additional water saving measures:
 - Toilets
 - Showerheads
 - Aerators
 - Irrigation Controllers



Budget Considerations—Current Status

| | Paid ⁽¹⁾ | Committed ⁽²⁾ |
|----------------------------|---------------------|--------------------------|
| Regional Devices | \$5.0M | \$4.2M |
| Member Agency Administered | \$1.7M | \$9.2M |
| Turf Replacement | \$9.9M | \$8.3M |
| Advertising | \$0.1M | \$1.0M |
| Other | \$1.9M | \$1.1M |
| TOTAL | \$18.6M | \$23.8M |

Bi-annual authorization for FY20/21 & FY21/22 was \$86M

(Without new programs, expenditures for the biennium are estimated at \$47M)

(1) As of 7/1/2020 - 8/31/2021.

(2) Committed dollars as of September 10, 2021.

Budget Considerations Moving Forward

- Managing Expenditures and Program Activity During Severe Drought
 - Drought emergency expected to result in increased program activity and reduced water transactions
 - Outdoor watering may be severely constrained in portions of service area
 - Notify applicants that project completions may be delayed due to watering restrictions
 - State funding available for demand management activities
 - \$1/square foot funding increase (other than public agencies) conditioned upon receipt of external funding
 - Reduces fiscal exposure during period of reduced water transactions

Budget Considerations for FY21-22—New and Revised Programs

| Category | FY20/21 Actual | FY21/22 Projected | Proposed Programs | Biennium Expenditures |
|--|-----------------|-------------------|--------------------------|-----------------------|
| Regional Devices | \$4.5 M | \$6.5 M | | \$11 M |
| Member Agency Administered | \$1.5 M | \$7 M | \$2.5 M | \$11 M |
| Turf | \$8.6 M | \$10 M | \$2 M (public agency) | \$20.6 M |
| Advertising | \$0.104 M | \$1 M | | \$1.1 M |
| Other* | \$2 M | \$2.5 M | | \$4.5 M |
| Flow Monitoring Pilot | -- | \$0.6 M | | \$0.6 M |
| Multi Family Property Toilet Replacement | -- | \$2.75 M | \$5.5 M | \$8.75 M |
| SoCal Gas Program Expansion | | | \$1.5 M | \$1.5 M |
| Muni Leak Detection/Repair Pilot | | | \$2.6 M | \$2.6 M |
| MWD BUDGET TOTAL | \$16.7 M | \$30.4 M | \$14.1 M | \$61.65 M |

Bi-annual authorization for FY20/21 & FY21/22 is \$86M

*Other includes (landscape classes, surveys, all inspections exclude Turf Replacement inspections, pilots/studies, WSIP, ICP

Summary

- Recommendations for Immediate Program Modifications
 - Turf Replacement Program Expansion (+\$1/sq ft pending external funding)
 - Public Agency Turf Replacement Program Expansion
 - Public Agency MAAP program
 - Pre-1994 Multi-Family Toilet Replacement Program Expansion
 - SoCal Gas Direct Install Program Expansion
- Biennial spending for all programs not to exceed Board authorized amount
- Seek external funds to support or expand these programs

Board Options

● Option #1

● Authorize changes to the Turf Replacement Programs

- Authorize increase of the Turf Replacement Program incentive for public agency projects to \$3 per square foot
- Authorize increase of the square footage maximum to 200,000 square feet for public agency projects
- Authorize turf replacement public agency assistance program

● Authorize changes to the Member Agency Administered Funds Program to include a public agency local project category

● Authorize expansion and changes to the Pre-1994 Multi-Family Property Toilet Replacement Program

- Authorize additional funding cycle for the installation of 20,000 toilets
- Authorize change to eliminate tiered incentive and offer flat incentive of \$250 for all eligible toilets

● Authorize expansion of SoCal Gas Direct Install Program

● Option #2

● Take no action

Staff Recommendation

- Option #1



“Our Colorado River supplies are finite as well – there is a drought on that system, too – so we need everyone to use water wisely. But the urgency now is on the State Water Project. That’s why we’re calling for increased conservation in those dependent areas,” Gray said.

Today's declaration marks the latest in a series of actions Metropolitan has taken to ramp up conservation in the Southern California. In August, Metropolitan's board [declared a Water Supply Alert](#) for the region, calling for consumers and businesses to voluntarily reduce their water use and help preserve the region's storage reserves. Some of Metropolitan's member agencies have already gone a step further by implementing new mandatory conservation measures or maintaining past ones.

11/18/24

Under the [expanded conservation programs](#) approved today, Metropolitan will provide an additional \$5.5 million to install high-efficiency toilets in older apartment buildings; increase its turf replacement program rebate from \$2 to \$3 a square foot for public agencies that replace grass with more water-efficient landscaping; and provide an additional \$1.5 million for its program to directly install water-efficient devices for income-qualified customers. In addition, the board approved a new [\\$2.6 million grant program](#) to help public agencies detect and repair leaks in their distribution systems.



The Metropolitan Water District of Southern California is a state-established cooperative that, along with its 26 cities and retail suppliers, provide water for 19 million people in six counties. The district imports water from the Colorado River and Northern California to supplement local supplies, and helps its members to develop increased water conservation, recycling, storage and other resource-management programs.

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

Date: January 20, 2022
To: Southeast Water Coalition Administrative Entity
From: Gina Nila, AE Chair, City of Commerce
Nick Ghirelli, Richards, Watson & Gershon

Subject: PFAS UPDATES: IMPACTS OF A POTENTIAL CRECLA LISTING, PFAS LITIGATION – CITIES OF DOWNEY AND WHITTIER

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the possible listing of PFAS chemicals on the Federal CERCLA listing, and the litigation by the cities of Downey and Whittier against the manufacturers of products containing PFAS chemicals, and other potentially responsible parties.

Background

At the Administrative Entity's meeting on November 18, 2021, the members discussed the US EPA's recently released *PFAS Strategic Roadmap: EPA's Commitments to Action, 2021-2024*. As part of the discussion that followed, the members requested that Nick Ghirelli of Richards, Watson, and Gershon (RWG), prepare an assessment of the potential impacts to the cities of EPA adding certain PFAS chemicals, notably PFOA and PFOS, to the list of hazardous substances under CERCLA. RWG provided the AE members with a memo dated December 14, 2021, *Implications of Listing Certain PFAS as a CERCLA Hazardous Substances*, outlining the potential impacts of such a listing.

Foreseeing the potential impacts of certain PFAS being listed as hazardous substances and the liability that may ensue to municipal water purveyors, some cities and water providers are initiating legal action against the manufacturers of these chemicals and the end-users. The Water Replenishment District filed suit against these firms in November 2021 as has, more recently, the City of Downey and potentially the City of Whittier. The AE members will review these actions to see if it is advantageous for more cities to enter PFAS related litigation.

Attachments:

1. RWG Memo – Implications of Listing Certain PFAS as a CERCLA Hazardous Substances.

2. City of Downey PFAS litigation filing.
3. WRD / SL Environmental Law Group press release.

1 **BARON & BUDD, P.C.**

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11 *Attorneys for Plaintiff City of Downey*

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 CITY OF DOWNEY,

15 Plaintiff,

16 vs.

17 3M COMPANY (f/k/a Minnesota Mining and
18 Manufacturing, Co.); E.I. DU PONT
19 DE NEMOURS & COMPANY; THE
20 CHEMOURS COMPANY; THE CHEMOURS
21 COMPANY, FC, LLC, CHEMGUARD, INC.,
22 TYCO FIRE PRODUCTS, LP (successor in
23 interest to the Ansul Company); KIDDE-
24 FENWAL, INC.; NATIONAL FOAM INC.;
25 BUCKEYE FIRE EQUIPMENT COMPANY;
26 AGC CHEMICALS AMERICAS INC.; AGC,
27 INC. F/K/A ASAHI GLASS CO.;
28 ARCHROMA MANAGEMENT, LLC;
ARCHROMA US, INC.; ARKEMA INC.;
BASF CORPORATION; CARRIER GLOBAL
CORPORATION; CHEMDESIGN
PRODUCTS, INC.; CHEMICALS INC.;
CHUBB FIRE, LTD.; CLARIANT
CORPORATION; CORTEVA, INC.;
DEEPWATER CHEMICALS, INC.; DUPONT
DE NEMOURS, INC.; DYNAX CORP.;

) Case No.

) Date Filed:

) COMPLAINT FOR DAMAGES AND
) OTHER RELIEF:

-) (1) PUBLIC NUISANCE
-) (2) PRIVATE NUISANCE
-) (3) STRICT PROD. LIABILITY
(DESIGN DEFECT –
CONSUMER EXPECTATION
TEST);
-) (4) STRICT PROD. LIABILITY
(DESIGN DEFECT – RISK-
BENEFIT TEST)
-) (5) STRICT PROD. LIABILITY
(FAILURE TO WARN)
-) (6) NEGLIGENCE
(MANUFACTURER OR
SUPPLIES – DUTY TO
WARN)
-) (7) NEGLIGENCE (FAILURE TO
RECALL)
-) (8) TRESPASS

| | |
|---|--|
| <p>1 KIDDE PLC., INC.; NATION FORD) 2 CHEMICAL COMPANY; RAYTHEON) 3 TECHNOLOGIES CORPORATION F/K/A) 4 UNITED TECHNOLOGIES CORPORATION;) 5 UTC FIRE & SECURITY AMERICAS) 6 CORPORATION, INC. ANGUS) 7 INTERNATIONAL SAFETY GROUP, LTD.,) 8 JOHNSON CONTROLS INTERNATIONAL) 9 PLC, JOHNSON CONTROLS FIRE) 10 PROTECTION, LP, CENTRAL SPRINKLER,) 11 LLC, FIRE PRODUCTS GP HOLDING, LLC) 12 and JOHN DOE DEFENDANTS 1-49)</p> | <p>(9) CIVIL CONSPIRACY; (10) VIOLATION OF THE UNIFORM VOIDABLE TRANSFER ACT; and (11) LIABILITY PURSUANT TO CAL. CIV. CODE § 1882</p> <p><u>UNLIMITED CIVIL CASE</u> <u>JURY TRIAL DEMANDED</u></p> <p>Exempt from Filing Fees (Govt. Code § 6103); Deemed Verified (Code Civ. Proc. § 446)</p> |
|---|--|

Defendants.

COMPLAINT

Plaintiff, CITY OF DOWNEY (“Downey” or “Plaintiff”), by and, through its undersigned counsel, brings this action against Defendants 3M Company, E. I. DuPont De Nemours and Company, The Chemours Company, The Chemours Company, FC, LLC, Chemguard, Inc., Tyco Fire Products, LP (successor in interest to the Ansul Company), Kidde-Fenwal, Inc., National Foam Inc., Angus Fire Armour Corporation, Buckeye Fire Equipment Company, and AGC Chemicals Americas Inc., AGC, Inc. f/k/a Asahi Glass Co., Archroma Management, LLC, Archroma US, Inc., Arkema Inc., BASF Corporation, Carrier Global Corporation, ChemDesign Products, Inc., Chemicals Inc., Chubb Fire, Ltd., Clariant Corporation, Corteva, Inc., Deepwater Chemicals, Inc., DuPont De Nemours, Inc., Dynax Corp., Kidde PLC., Inc., National Ford Chemical Company, Raytheon Technologies Corporation f/k/a United Technologies Corporation, UTC Fire & Security Americas Corporation, Inc. Angus International Safety Group, LTD., Johnson Controls International, PLC, Johnson Controls Fire Protection, LP, Central Sprinkler, LLC, Fire Products GP Holding, LLC, John Doe Defendants 1-49 (collectively, “Defendants”), and alleges as follows:

I. SUMMARY OF THE CASE

1. Plaintiff brings this action against Defendants to recover any and all past and future compensatory and/or consequential damages for the investigation, remediation, removal,

1 disposal, and monitoring of the ongoing impacts to its surface, groundwater, soil, and sediment
2 caused and/or created by Defendants' products, as well as any and all punitive damages available
3 as a result of the actions and/or inactions of Defendants.

4 2. Downey supplies drinking water to over a hundred thousand individuals in the
5 Downey area. Plaintiff owns and/or operates drinking water wells that supply water to
6 residences, schools, and businesses.

7 3. Per- and polyfluoroalkyl substances ("PFAS") including, but not limited to,
8 perfluorooctanoic acid ("PFOA") and/or perfluorooctane sulfonic acid ("PFOS") have been
9 detected in Downey's groundwater supply. Downey seeks to recover by this action the
10 substantial costs necessary to ensure a safe and reliable drinking water supply from wells that
11 have been, and continue to be, impacted by PFAS including but not limited to PFOA and/or
12 PFOS
13

14 4. At various times from the 1960s through today, Defendants manufactured,
15 marketed, and/or sold PFAS including but not limited to PFOA and/or PFOS and/or the
16 precursors to PFOS and PFOA or products made with those constituents including Teflon,
17 Scotchguard, waterproofing compounds, stain proofing compounds, paper and cloth coatings,
18 waxes, and various other products. One such product is aqueous film-forming foam ("AFFF"), a
19 firefighting agent used to control and extinguish Class B fuel fires.

20 5. Defendants' AFFF contained per- and polyfluoroalkyl substances ("PFAS"),
21 specifically, perfluorooctanoic acid ("PFOA") and/or perfluorooctane sulfonic acid ("PFOS"),
22 and/or contained the precursors of PFOA and PFOS. Any and all references to PFOA and PFOS
23 in this Complaint should be read to reference and include the precursors to PFOA and PFOS.

24 6. PFOA and PFOS are manufactured compounds that are toxic and persistent in the
25 environment, do not biodegrade, move readily through soil and groundwater, and pose a concern
26 to human health and safety.
27
28

1 7. Defendants manufactured, marketed and/or sold PFOA and/or PFOS with the
2 knowledge that these toxic compounds would be released into the environment during the
3 intended use of products made with PFOA and/or PFOS even when the PFOA and/or PFOS and
4 end products were used as directed and intended by the manufacturer. At all relevant times, upon
5 information and belief, beginning decades ago and continuing to this date, products containing
6 PFAS including but not limited to PFOA and/or PFOS were sold, supplied, used, and disposed in
7 the vicinity of Downey wells and water supplies. During these activities, PFAS-containing
8 products were used as directed and intended by the manufacturers, which allowed PFAS,
9 including but not limited to PFOA and/or PFOS to enter the environment. When used and
10 disposed as intended, these compounds migrated through the soil and into the groundwater,
11 thereby impacting Plaintiff's water supply.
12

13 8. Defendants manufactured, marketed and/or sold AFFF with the knowledge that
14 these toxic compounds would be released into the environment during fire protection, training,
15 and response activities even when the AFFF was used as directed and intended by the
16 manufacturer.
17

18 9. At all relevant times, upon information and belief, beginning decades ago,
19 continuing to this date, AFFF containing PFOS and/or PFOA has been used and stored at fire
20 training facilities, airports, and military bases for fire protection, training, and response activities.
21 During these activities, AFFF was used as directed and intended by the manufacturers, which
22 allowed PFOA and/or PFOS to enter the environment. When sprayed onto outdoor surfaces as
23 intended, these compounds migrated through the soil and into the groundwater, thereby
24 impacting Plaintiff's water supply.
25

26 10. As a result of the use of products containing PFAS, including but not limited to
27 PFOA and/or PFOS, including AFFF and others, for their intended purposes, Downey has
28 detected at least 8 discrete PFAS chemicals, including PFOS and PFOA, in its water supply and
wells at elevated levels.

1 11. Plaintiff files this lawsuit to recover compensatory and all other damages,
2 including but not limited to the costs of designing, constructing, installing, operating and
3 maintaining the treatment facilities and equipment required to remove PFOA and/or PFOS from
4 the drinking water supplied to the public and/or for the costs of securing alternative sources of
5 water as a result of the ongoing and future impacts set forth and described herein, and to ensure
6 that the responsible parties bear such expense, rather than Downey and its ratepayers.
7

8 **II. PARTIES**

9 12. The City of Downey is a California municipal corporation and charter city
10 operating a water utility incorporated under the laws of the State of California with its principal
11 place of business in Downey, California. Downey owns and operates public drinking water wells
12 that provide potable drinking water to Downey's population. Their system is subject to the rules
13 and regulations of the State Water Resources Control Board Division of Drinking Water
14 ("SWRCB DDW"), and Downey has a water supply permit pursuant to which Downey has a
15 duty to provide water service.
16

17 13. Downey's water system includes, among other elements, drinking water
18 production wells that draw from groundwater aquifers and associated pumping, storage, and
19 distribution facilities and equipment, all of which will be referred to collectively in this
20 Complaint as "the Downey Wells." Among other things, the Downey Wells include the right of
21 Downey to appropriate and use groundwater for drinking water supplies from such Wells.
22

23 14. Downey has significant property interests in the waters it appropriates and uses
24 from the Downey Wells, and also has significant property interests in the groundwaters that
25 supply the Downey Wells. The past, present and continuing impact to such waters by PFOA
26 and/or PFOS constitutes injury to such waters for which Downey is entitled to, and hereby does,
27 seek damages and other appropriate relief. All of Downey's affected property interests,
28 including the Downey Wells, will be referred to collectively in this Complaint as "Downey
Property" or "Plaintiff's Property."

1 15. The following Defendants designed, manufactured, formulated, marketed,
2 promoted, distributed, sold (directly or indirectly), applied, discharged, disposed of and/or
3 released the PFAS, including but not limited to PFOA and/or PFOS and/or products containing
4 PFAS including but not limited to PFOA and/or PFOS that have impacted the Downey Wells
5 and water supply:
6

- 7 a. Defendant 3M Company (f/k/a Minnesota Mining and Manufacturing
8 Company) (“3M”) is a corporation organized and existing under the laws of
9 the State of Delaware and authorized to conduct business in California, with
10 its principal place of business located at 3M Center, St. Paul, Minnesota
11 55144. At all times relevant, 3M manufactured, marketed, promoted,
12 distributed, and/or sold AFFF containing PFOA and/or PFOS used to fight
13 fires at numerous military bases, airports, and other locations throughout the
14 country.
- 15 b. 3M is the only company that manufactured and/or sold AFFF containing
16 PFOS.
- 17 c. Defendant E. I. DuPont De Nemours and Company (“DuPont”) is a
18 corporation organized and existing under the laws of the State of Delaware
19 with its principal place of business located at 974 Centre Road, Wilmington,
20 Delaware 19805. DuPont does and/or has done business throughout the
21 United States, including in the state of California.
- 22 d. Defendant The Chemours Company (“Chemours”) is a corporation organized
23 and existing under the laws of the State of Delaware, with its principal place
24 of business located at 1007 Market Street, Wilmington, Delaware 19899.
25 Chemours does business throughout the United States, including conducting
26 business in California.
27
28

- 1 e. In 2015, DuPont spun off its “Performance Chemicals” business to Chemours,
2 along with certain environmental liabilities. Upon information and belief, at
3 the time of the transfer of its Performance Chemicals business to Chemours,
4 DuPont had been sued, threatened with suit and/or had knowledge of the
5 likelihood of litigation to be filed regarding DuPont’s liability for damages
6 and injuries arising from the manufacture and sale of PFOA and/or PFOS
7 compounds and products that contain PFOA and/or PFOS.
- 8
- 9 f. Defendant The Chemours Company FC LLC (“Chemours FC”), successor in
10 interest to DuPont Chemical Solutions Enterprise, is a Delaware Corporation.
11 Upon information and belief, Chemours FC conducts business throughout the
12 United States, including the State of California. Its principal place of business
13 is 1007 Market Street Wilmington, Delaware, 19899.
- 14 g. Defendant Chemguard, Inc. (“Chemguard”) is a corporation organized and
15 existing under the laws of the State of Texas, with its principal place of
16 business located at One Stanton Street, Marinette, Wisconsin 54143.
17 Chemguard does business throughout the United States. Upon information and
18 belief, Chemguard does and/or has done business throughout the United
19 States, including in the state of California. This Defendant manufactured and
20 sold AFFF that contained PFOA.
- 21 h. Defendant Tyco Fire Products LP (successor in interest to the Ansul
22 Company) (“Tyco”) is a limited partnership organized and existing under the
23 laws of the State of Delaware and authorized to do business in California, with
24 its principal place of business located at 1400 Pennbrook Parkway, Lansdale,
25 Pennsylvania 19446. Tyco is an indirect subsidiary that is wholly owned by
26 Johnson Controls International plc, an Irish public limited company listed on
27 the New York Stock Exchange [NYSE: JCI].
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- i. Tyco manufactures the Ansul brand of products and is the successor-in-interest to the corporation formerly known as The Ansul Company (“Ansul”) (hereinafter, Ansul and/or Tyco as the successor-in-interest to Ansul will be referred to collectively as “Tyco/Ansul”). At all times relevant, Tyco/Ansul manufactured, marketed, promoted, distributed, and/or sold fire suppression products, including AFFF, that contained fluorocarbon surfactants containing PFOA and/or PFOS.
 - j. Defendant The Ansul Company (hereinafter “Ansul”) is a Wisconsin corporation, with its principal place of business at One Stanton Street, Marinette, Wisconsin 54143.
 - k. Defendant Kidde-Fenwal, Inc. (“Kidde-Fenwal”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at One Financial Plaza, Hartford, Connecticut 06101. Kidde-Fenwal is the successor-in-interest to Kidde Fire Fighting, Inc. (f/k/a Chubb National Foam, Inc. f/k/a National Foam System, Inc.) (collectively, “Kidde/Kidde Fire”). Kidde-Fenwal does business throughout the United States, including conducting business in California.
 - l. Defendant National Foam, Inc. (“National Foam”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 141 Junny Road, Angier, North Carolina 27501. National Foam manufactures the Angus brand of products and is the successor-in-interest to Angus Fire Armour Corporation (collectively, “National Foam/Angus Fire”). Upon information and belief, National Foam/Angus Fire does and/or has done business throughout the United States, including in the state of California. This Defendant manufactured and sold AFFF that contained PFOA.

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- m. Defendant Buckeye Fire Equipment Company (“Buckeye”) is a foreign corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 110 Kings Road, Mountain, North Carolina 28086. Buckeye does and/or has done business throughout the United States, including conducting business in California. This Defendant manufactured and sold AFFF that contained PFOA.
 - n. Defendant AGC, Inc. f/k/a Asahi Glass Co., Ltd. (“AGC”), is a corporation organized under the laws of Japan and does business throughout the United States. AGC has its principal place of business at 1-5-1, Marunouchi, Chiyoda-ku, Tokyo 100-8405 Japan.
 - o. Defendant AGC Chemicals Americas, Inc. (“AGC America”) is a Delaware corporation with its principal business office at 55 E. Uwchlan Avenue, Suite 201, Exton, Pennsylvania 19341. Upon information and belief, AGC America is a subsidiary of AGC, Inc., a Japanese corporation formerly known as Asahi Glass Company, Ltd. AGC America is registered to do business in California.
 - p. Defendant Archroma Management, LLC, is a foreign limited liability company registered in Switzerland, with a principal business address of Neuhofstrasse 11, 4153 Reinach, Basel-Land, Switzerland.
 - q. Defendant Archroma U.S., Inc. is a Delaware corporation with its principal place of business located at 5435 77 Center Dr., #10, Charlotte, North Carolina 28217. Upon information and belief, Archroma U.S., Inc. is a subsidiary of Archroma Management, LLC, and supplied Fluorosurfactant Products for use in AFFF. Archroma U.S., Inc. is registered to do business in California.

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- r. Defendant Arkema, Inc. (“Arkema”) is a Pennsylvania corporation with its principal place of business at 900 1st Avenue, King of Prussia, Pennsylvania 19406. Arkema is registered to do business in California.
 - s. Defendant BASF Corporation (“BASF”) is a Delaware corporation with its principal place of business at 100 Park Avenue, Florham Park, New Jersey 07932. Upon information and belief, BASF acquired Ciba-Geigy Corporation and/or Ciba Specialty Chemicals. BASF is registered to do business in California. Upon information and belief, Ciba-Geigy Corporation and/or Ciba Specialty Chemicals does and/or has done business throughout the United States, including California.
 - t. Defendant Carrier Global Corporation is a Delaware corporation with its principal place of business located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418. Upon information and belief, Carrier Global Corporation does and/or has done business throughout the United States. Carrier Global Corporation is registered to do business in California.
 - u. Defendant ChemDesign Products, Inc. (“ChemDesign”) is a Texas corporation with its principal place of business located at 2 Stanton Street, Marinette, Wisconsin 54143.
 - v. Defendant Clariant Corporation (“Clariant”) is a New York corporation with its principal place of business located at 4000 Monroe Road, Charlotte, North Carolina 28205. Clariant is registered to do business in California.
 - w. Defendant Chemicals Inc. (“Chem Inc.”) is a Texas corporation with its principal place of business located at 12321 Hatcherville Road, Baytown, Texas 77521. Chem Inc. is registered to do business in California.
 - x. Defendant Chubb Fire, Ltd. (“Chubb”) is a foreign private limited company, with offices in Littleton Road, Ashford, Middlesex, United

1 Kingdom TW15 1TZ. Upon information and belief, Chubb is or has been
2 composed of different subsidiaries and/or divisions, including but not
3 limited to Chubb Fire & Security, Ltd., Chubb Security, PLC, Red Hawk
4 Fire & Security, LLC, and/or Chubb National Foam, Inc.

- 5
- 6 y. Defendant Deepwater Chemicals, Inc. (“Deepwater”) is a Delaware corporation
7 with its principal place of business located at 196122 E County Road 40,
8 Woodward, Oklahoma 73801.
- 9 z. Defendant Dynax Corporation (“Dynax”) is a Delaware corporation with its
10 principal place of business located at 103 Fairview Park Drive, Elmsford, New
11 York 10523. Upon information and belief, this Defendant manufactured
12 Fluorosurfactant Products for use in AFFF.
- 13 aa. Defendant Corteva, Inc. is a Delaware corporation with its principal place of
14 business located at 974 Centre Road, Wilmington, Delaware 19805. Upon
15 information and belief, Corteva, Inc. is one of the aforementioned spin-off
16 companies from DowDuPont, Inc., and is believed to have assumed some of
17 the PFOA and/or PFOS liabilities of the former DuPont. Corteva, Inc. is
18 registered to do business in California.
- 19 bb. Defendant DuPont de Nemours, Inc. is a Delaware corporation with its principal
20 place of business located at 974 Centre Road, Building 730, Wilmington,
21 Delaware 19805. Upon information and belief, DowDuPont, Inc. was formed
22 in 2017 as a result of the merger of Dow Chemical and DuPont. DowDuPont,
23 Inc. was subsequently divided into three publicly traded companies and on June
24 1, 2019, DowDuPont, Inc. changed its registered name to DuPont de Nemours,
25 Inc. (“New DuPont”).
26
27
28

1 cc. Defendant Nation Ford Chemical Company (“Nation Ford”) is a South Carolina
2 corporation with its headquarters located at 2300 Banks Street, Fort Mill, South
3 Carolina 29715.

4 dd. Defendant Kidde PLC, Inc. is a Delaware corporation with its principal place
5 of business located at 9 Farm Springs Road, Farmington, Connecticut 06032.
6 Kidde PLC, Inc. is part of UTC Climate, Controls & Security, a unit of United
7 Technologies Corporation. Upon information and belief, Kidde PLC, Inc. does
8 and/or has done business throughout the United States, including in the State of
9 California.

10 ee. Defendant UTC Fire & Security Americas Corporation, Inc. (“UTC”) is a
11 Delaware corporation with its principal place of business at 13995 Pasteur
12 Blvd., Palm Beach Gardens, Florida 33418. UTC is registered to do business
13 in California.

14 ff. Defendant Raytheon Technologies Corporation (f/k/a United Technologies
15 Corporation) (“Raytheon Tech f/k/a United Tech”) is a Delaware corporation
16 with its principal place of business at 10 Farm Springs Road, Farmington,
17 Connecticut 06032. Raytheon Tech f/k/a United Tech is registered to do
18 business in California.

19 gg. Defendant Angus International Safety Group, Ltd. (“AISG”) is a foreign private
20 limited company, United Kingdom registration number 8441763, with offices
21 at Station Road, High Bentham, Near Lancaster, United Kingdom LA2 7NA.
22 Upon information and belief, Angus was formed when Angus Fire Armour
23 Corporation and National Foam, Inc. separated from United Technologies
24 Corporation in or around 2013.
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- hh. Defendant Johnson Controls International, plc (“JCI plc”) is an Irish public limited company with its principal place of business located at One Albert Quay, Cork, Ireland T12 X8N6.
 - ii. Defendant, Johnson Controls Fire Protection, LP is a Delaware limited partnership with its principal place of business located at 6600 Congress Avenue, Boca Raton, Florida 33487.
 - jj. Defendant Central Sprinkler LLC is a Delaware limited liability company with its principal place of business located at 1400 Pennbrook Parkway, Lansdale, Pennsylvania 19446. Upon information and belief, this Defendant is a limited partner of Tyco. Upon information and belief, Chemguard, Inc. is wholly owned by Central Sprinkler LLC.
 - kk. Defendant Fire Products GP Holding LLC is a Delaware limited liability company with its principal place of business located at 9 Roszel Road, Princeton, New Jersey 08540. This Defendant is registered to do business in Florida. Upon information and belief, this Defendant is a general partner of Tyco.
 - ll. Upon information and belief, Defendants John Doe 1-49 were manufacturers and/or sellers of PFAS and/or PFAS-containing products including AFFF. Although the identities of the John Doe Defendants are currently unknown, it is expected that their names will be ascertained during discovery, at which time Plaintiff will move for leave of this Court to add those individuals’ actual names to the Complaint as Defendants.

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16. The foregoing Defendants, including the John Doe Defendants, all were manufacturers and/or or sellers of PFAS including but not limited to PFOA and/or PFOS and/or products containing PFAS including but not limited to PFOA and/or PFOS including AFFF who, on information and belief, manufactured, distributed, and/or sold PFAS including but not limited

1 to PFOA and/or PFOS and/or products containing PFAS including but not limited to PFOA
2 and/or PFOS including AFFF. that was used on the Plaintiff's Property.

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4 17. When the term "Defendants" is used alone, it refers to all Defendants named in
5 this Complaint jointly and severally. Any and all references to a Defendant or Defendants in this
6 Complaint include any predecessors, successors, parents, subsidiaries, affiliates, and divisions of
7 the named Defendants. When reference is made to any act or omission of the Defendants, it
8 shall be deemed to mean that the officers, directors, agents, employees, or representatives of the
9 Defendants committed or authorized such act or omission, or failed to adequately supervise or
10 properly control or direct their employees while engaged in the management, direction,
11 operation, or control of the affairs of Defendants, and did so while acting within the scope of
12 their employment or agency.

13 **III. JURISDICTION AND VENUE**

14 18. The California Superior Court has jurisdiction over this action pursuant to
15 California Constitution Article VI, Section 10, which grants the Superior Court "original
16 jurisdiction in all cases except those given by statute to other trial courts." The statutes under
17 which this action is brought do not grant jurisdiction to any other trial court.

18 19. This Court has jurisdiction over Defendants because, based on information and
19 belief, each is a corporation or other business that has sufficient minimum contacts in California,
20 or otherwise intentionally avails itself of the California market either through the distribution or
21 sale of products containing PFAS including but not limited to PFOA and/or PFOS in the State of
22 California or by having a manufacturing, distribution or other facility located in California so as
23 to render the exercise of jurisdiction over it by the California courts consistent with traditional
24 notions of fair play and substantial justice.

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26 20. Venue is proper in Los Angeles Superior Court because the real property subject
27 of the action is located in Los Angeles County.
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1 25. The EPA has noted that “drinking water can be an additional source [of PFOA
2 and/or PFOS in the body] in the small percentage of communities where these chemicals have
3 contaminated water supplies.” In communities with contaminated water supplies, “such
4 contamination is typically localized and associated with a specific facility, for example [...] an
5 airfield at which [PFOA and/or PFOS] were used for firefighting.”²

6 26. No federal or state agency has approved PFOA and/or PFOS as an additive to
7 drinking water. No federal or state agency has approved releasing or discharging PFOA and/or
8 PFOS to groundwater.

9 27. The SWRCB DDW has established "Notification Levels" at concentrations of 6.5
10 parts per trillion (“ppt”) for PFOS and 5.1 ppt for PFOA. A Notification Level is a health-based
11 advisory level established for chemicals in drinking water that do not have established maximum
12 contaminant levels. When a Notification Level is exceeded, the water supplier must provide
13 notice to its governing body. DDW has also established a single “Response Level” of 40 ppt for
14 PFOS and 10 ppt for PFOA. When possible, DDW recommends removing the source from
15 service or providing treatment when the concentration exceeds the Response Level.

16 28. PFOS and/or PFOA are primary members of the PFAS chemical family and
17 primary components of the AFFF made by defendants for decades.

18
19 **B. THE PRODUCT: PFAS-CONTAINING PRODUCTS**

20 29. PFAS are used to make a variety of consumer and industrial goods sold, supplied,
21 used, and disposed of in the State of California.

22 30. PFAS are used, for example, in nonstick cookware, waterproofing waxes, stain-
23 preventing coatings, and aqueous film-forming foams (“AFFF”) used for firefighting.

24 31. When used as intended, PFAS escape these products and enter into the
25 environment.

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27 _____
28 ² See “Fact Sheet PFOA & PFOS Drinking Water Health Advisories,” EPA Document Number: 800-F-16-003,
available at <https://www.epa.gov/ground-water-and-drinking-water/supporting-documents-drinking-water-health-advisories-pfoa-and-pfos>.

1 32. Once PFAS, including PFOA and PFOS, are free in the environment they do not
2 hydrolyze, photolyze, or biodegrade under typical environmental conditions, and they are
3 extremely persistent in the environment. As a result of their persistence, they are widely
4 distributed throughout soil, air, and groundwater.

5 33. The use of PFAS-containing products as directed and intended by the
6 manufacturers allowed PFOA and/or PFOS to enter into and onto Plaintiff's Property where
7 these compounds migrated through the subsurface and into the groundwater, thereby impacting
8 and/or potentially impacting the surface, soil, sediment, and groundwater, as well as causing
9 and/or potentially causing other extensive and ongoing damage to Plaintiff's Property.

10 34. Due to the chemicals' persistent nature, among other things, these chemicals have,
11 and continue to, cause impact, injury, and damage to Plaintiff's Property.

12
13 **C. THE PRODUCT: AQUEOUS FILM-FORMING FOAM**

14 35. AFFF is a water-based foam that was first developed in the 1960s to extinguish
15 flammable liquid fuel fires at airports, among other places.

16 36. The AFFF made by Defendants contained either or both PFOA and PFOS.

17 37. The AFFF produced, marketed, and/or sold by 3M was the only AFFF produced
18 from fluorochemicals manufactured through electrochemical fluorination ("ECF"), a process that
19 generates PFOS. All other Defendants used telomerization to produce AFFF. Fluorochemicals
20 synthesized through telomerization degrade into PFOA, but not PFOS.

21 38. AFFF can be made without PFOA and PFOS. Fluorine-free foams do not release
22 PFOA and/or PFOS into the environment. Despite knowledge of this fact as well as knowledge
23 of the toxic nature of AFFF made with PFOA and/or PFOS, defendants continued to
24 manufacture, distribute and/or sell AFFF with PFOA and/or PFOS which led to the ongoing
25 impacts and damages to Plaintiff's Property.
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1 39. AFFF is used to extinguish fires, particularly fires that involve petroleum or other
2 flammable liquids. AFFF is typically sprayed directly onto a fire, where it then works by coating
3 the ignited fuel source, preventing its contact with oxygen, and suppressing combustion.

4 40. When used as the Defendants intended and directed, AFFF releases PFOA and/or
5 PFOS into the environment.

6 41. Once PFOA and/or PFOS are free in the environment they do not hydrolyze,
7 photolyze, or biodegrade under typical environmental conditions, and they are extremely
8 persistent in the environment. As a result of their persistence, they are widely distributed
9 throughout soil, air, and groundwater.

10 42. Defendants' AFFF containing PFOS and/or PFOA has been used for its intended
11 purpose in the process of fire protection, training, and response activities for many years. During
12 these activities, AFFF was used as directed and intended by the manufacturer, which, upon
13 information and belief, allowed PFOA and/or PFOS to enter into and onto Plaintiff's Property
14 where these compounds migrated through the subsurface and into the groundwater, thereby
15 impacting the surface, soil, sediment, and groundwater, as well as causing other extensive and
16 ongoing damages.

17 43. Due to the chemicals' persistent nature, among other things, these chemicals have,
18 and continue to, cause injury and damage to Plaintiff's Property.

19
20 **C. DEFENDANTS' KNOWLEDGE OF PFOA AND PFOS HAZARDS**

21 44. On information and belief, by the 1970s, Defendants knew, or reasonably should
22 have known, among other things, that: (a) PFAS including but not limited to PFOA and PFOS
23 are toxic; and (b) when allowed to escape into the open environment per the instructions given
24 by the manufacturer, PFAS including but not limited to PFOA and PFOS migrate through the
25 subsurface, mix easily with groundwater, resist natural degradation, and can be removed from
26 public drinking water supplies only at substantial expense.

1 45. In 1980, 3M published data in peer reviewed literature showing that humans
2 retain PFOS in their bodies for years. Based on that data, 3M estimated that it could take a
3 person up to 1.5 years to clear just half of the accumulated PFOS from their body after all
4 exposures had ceased.³

5 46. By the early 1980s, the industry suspected a correlation between PFOS exposure
6 and human health effects.

7 47. Beginning in 1983, 3M documented a trend of increasing levels of PFOS in the
8 bodies of 3M workers. In an internal memo, 3M's medical officer warned, "we must view this
9 present trend with serious concern. It is certainly possible that [...] exposure opportunities are
10 providing a potential uptake of fluorochemicals that exceeds excretion capabilities of the body."⁴

11 48. Notwithstanding their respective knowledge of the dangers of AFFF made with
12 PFOA and/or PFOS, Defendants negligently and carelessly: (1) designed, manufactured,
13 marketed, and/or sold products containing PFOA and/or PFOS, including AFFF; (2) failed to
14 warn users of PFAS-containing products about the presence of, and emission of, PFOA and
15 PFOS from those products; (3) issued instructions on how AFFF should be used and disposed of
16 (namely, by washing the foam into the soil), thus improperly permitting PFOA and/or PFOS to
17 contaminate the soil and groundwater; (4) failed to recall and/or warn users of products
18 containing PFOA and/or PFOS, including AFFF, of the dangers of soil and groundwater
19 contamination as a result of the standard use and disposal of these products; (5) negligently
20 designed products containing or degrading into PFOA and/or PFOS; and, (6) further failed and
21 refused to issue the appropriate warnings and/or recalls to the users of AFFF containing PFOA
22 and/or PFOS, notwithstanding the fact that Defendants knew the identity of the purchasers of the
23 AFFF containing PFOA and/or PFOS.
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26 ³ See Letter from 3M to Office of Pollution Prevention and Toxics, EPA titled "TSCA 8e Supplemental Submission,
27 Docket Nos. 8EHQ-0373/0374 New Data on Half Life of Perfluorochemicals in Serum," available at
28 <http://www.ewg.org/research/duPont-hid-teflon-pollution-decades>.

⁴ See Memorandum "Organic Fluorine Levels," August 31, 1984, available at <http://www.ewg.org/research/duPont-hid-teflon-pollution-decades>.

1 49. As a direct result of Defendants’ acts as alleged in this Complaint, Plaintiff’s
2 Property has been impacted and will continue to be impacted by PFAS including but not limited
3 to PFOA and/or PFOS. As a result, Plaintiff will be required to assess, evaluate, investigate,
4 monitor, remove, clean up, correct, and/or remediate the PFAS including but not limited to
5 PFOA and/or PFOS on its property at significant expense.

6 50. Defendants had and breached their duty to evaluate and test such products
7 adequately and thoroughly to determine their environmental fate and transport characteristics and
8 potential human health and environmental impacts before they sold such products. They also
9 had and breached their duty to minimize the environmental harm caused by PFAS including but
10 not limited to PFOA and/or PFOS. Moreover, defendants failed to warn Plaintiff of the known
11 risks for environmental and health hazards arising from using products containing PFAS
12 including but not limited to PFOA and/or PFOS, including AFFF, in their intended manner for
13 their intended purposes.

14
15 **D. THE IMPACT OF PFOA AND PFOS ON PLAINTIFF’S PROPERTY**

16 51. PFAS, including but not limited to PFOA and PFOS, have been detected in
17 varying amounts, at varying times in Downey Wells.

18 52. Plaintiff contends that any detectible level of PFAS including but not limited to
19 PFOA and/or PFOS in its soil, surface water, groundwater, well water, or elsewhere on its
20 property requires investigation, remediation, and monitoring.

21 53. The detection and/or presence of PFAS including PFOA and PFOS and the threat
22 of further detection and/or presence of these constituents, in the Downey Wells in varying
23 amounts and at varying times has resulted, and will continue to result, in injuries and damage to
24 Plaintiff.

25 54. Upon information and belief, the invasion of Plaintiff’s Property with PFAS
26 including but not limited to PFOA and/or PFOS is recurring—new PFAS constituents flow
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1 regularly and constantly through the groundwater and into Plaintiff's Property each day,
2 resulting in new harm to the property and Plaintiff on each occasion.

3 55. The injuries to Plaintiff caused by Defendants' conduct constitute an unreasonable
4 interference with, and damage to, the Plaintiff's Property. Plaintiff's interests in protecting its
5 property constitute a reason for seeking damages sufficient to restore such property to its
6 condition before PFOS and/or PFOA exposure.

7
8 **FIRST CAUSE OF ACTION**

9 **PUBLIC NUISANCE**

10 56. Plaintiff realleges and reaffirms each and every allegation set forth in all
11 preceding paragraphs as if fully restated in this count.

12 57. Defendants manufactured, distributed, marketed, and promoted products
13 containing PFAS including but not limited to PFOA and/or PFOS, including AFFF, in a manner
14 that created or participated in creating a public nuisance that is harmful to health and obstructs
15 the free use of Downey Property.

16 58. Upon information and belief, the presence of PFAS including but not limited to
17 PFOA and/or PFOS has interfered and/or has the potential to interfere with the use of Downey
18 Property as a source of drinking water supply.

19 59. The presence of PFAS including but not limited to PFOA and/or PFOS has and
20 will cause costs, inconvenience, and annoyance to Plaintiff, who is charged with supplying
21 potable drinking water to residents and businesses in Downey, California.

22 60. The condition affects a substantial number of people who rely upon Downey
23 water for commercial and recreational purposes and interferes with the rights of the public at
24 large to a clean and reliable drinking water resource and environment.

25 61. An ordinary person would be reasonably annoyed or disturbed by the presence in
26 public drinking water of PFAS including but not limited to PFOA and/or PFOS that have the
27 potential to degrade water quality.
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1 62. The seriousness of the environmental and human health risk far outweighs any
2 social utility of Defendants’ conduct in manufacturing PFAS including but not limited to PFOA
3 and/or PFOS and products containing PFAS including but not limited to PFOA and/or PFOS and
4 concealing the impacts posed to human health and the environment.

5 63. Downey has suffered damages and will continue to suffer harm that is different
6 from the type of harm suffered by the general public, and Plaintiff will incur substantial costs to
7 remove the stated constituents from its water supply.

8 64. Plaintiff did not consent to the conduct that resulted in the presence of PFAS
9 including but not limited to PFOA and/or PFOS in Downey Wells and on Downey Property.

10 65. Defendants’ conduct was a substantial factor in causing the harm to Plaintiff.

11 66. Defendants knew or, in the exercise of reasonable care, should have known that
12 the manufacture and sale of products containing PFAS including but not limited to PFOA and/or
13 PFOS was causing the type of adverse impacts now affecting the Downey Wells. Defendants
14 knew that these constituents would migrate into water supplies and are associated with negative
15 health impacts to humans. Defendants thus knew, or should have known, that the presence of
16 PFAS including but not limited to PFOA and/or PFOS would seriously and unreasonably
17 interfere with the ordinary comfort, use, and enjoyment of public water supply wells.

18 67. As a direct and proximate result of Defendants’ creation of a public nuisance,
19 Plaintiff has suffered, and continues to suffer, monetary damages to be proven at trial, all of
20 which are set forth and prayed for herein below.

21 68. Defendants’ conduct was malicious, oppressive, wanton, willful, intentional, and
22 shocks the conscience, warranting punitive and exemplary damages, because they manufactured,
23 promoted, sold, products containing PFAS including but not limited to PFOA and/or PFOS,
24 including AFFF, knowing that these products would release constituents that are toxic, cannot be
25 contained, and last for centuries.
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SECOND CAUSE OF ACTION

PRIVATE NUISANCE

69. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

70. Plaintiff's Property has been impacted by PFAS including but not limited to PFOA and/or PFOS as a direct and proximate result of the acts and omissions of Defendants as set forth above.

71. PFAS including but not limited to PFOA and/or PFOS impacts caused by Defendants' conduct has damaged Plaintiff's Property and interfered with and/or will interfere with the ordinary safety, use, benefit, and enjoyment of Plaintiff's property.

72. As a direct and proximate result of Defendants' actions and/or inactions, Plaintiff has suffered, and continues to suffer, monetary damages to be proven at trial, all of which are set forth and prayed for herein below.

THIRD CAUSE OF ACTION

STRICT LIABILITY- DESIGN DEFECT- CONSUMER EXPECTATION TEST

73. Plaintiff realleges and reaffirms each and every allegation set forth in all preceding paragraphs as if fully restated in this count.

74. Downey was harmed by products containing PFAS including but not limited to PFOA and/or PFOS, including AFFF, which were designed, manufactured, sold, and distributed by Defendants, and which were defectively designed, did not include sufficient instructions, and did not include sufficient warning of potential safety hazards.

75. The design of Defendants' products containing PFAS including but not limited to PFOA and/or PFOS was defective because these products did not perform as safely as an ordinary consumer would have expected them to perform.

1 83. Downey was harmed by PFAS including but not limited to PFOA and/or PFOS,
2 and products containing PFOA and/or PFOS that Defendants designed, manufactured, sold, and
3 distributed.

4 84. The design of Defendants' products containing PFAS including but not limited to
5 PFOA and/or PFOS caused harm to Downey.

6 85. The design of Defendants' products containing PFAS including but not limited to
7 PFOA and/or PFOS was a substantial factor in causing harm to Downey.

8 86. The gravity of the significant environmental harm resulting from the use of
9 Defendants' products containing was, is, and will be substantial because PFAS impacts,
10 including those of PFOA and/or PFOS are widespread, persistent, and toxic.

11 87. The likelihood that this harm would occur was, is, and will be very high because
12 Defendants knew and/or should have known that Defendants' products containing PFAS
13 including but not limited to PFOA and/or PFOS were toxic, could not be contained, and do not
14 readily degrade in the environment.

15 88. At the time of manufacture, there were alternative safer designs that were feasible,
16 cost effective, and advantageous, including not using PFOA and/or PFOS in products.

17 89. Defendants' conduct lacked any care and was an extreme departure from what a
18 reasonably careful company would do in the same situation to prevent harm to others and the
19 environment, and thus Defendants were grossly negligent.

20 90. Defendants, their officers, directors, and managing agents, engaged in despicable
21 conduct, and acted or failed to act with malice, oppression, and fraud, warranting punitive or
22 exemplary damages.

23 91. As a direct and proximate result of Defendants' actions and/or inactions,
24 Plaintiff has suffered, and continues to suffer, monetary damages to be proven at trial, all of
25 which are set forth and prayed for herein below.
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FIFTH CAUSE OF ACTION
STRICT LIABILITY- FAILURE TO WARN

92. Plaintiff realleges and reaffirms each and every allegation set forth in all preceding paragraphs as if fully restated in this count.

93. Downey was harmed by PFAS including but not limited to PFOA and PFOS, including that in AFFF and other PFAS-containing products that Defendants designed, manufactured, sold, and distributed.

94. Defendants' products containing PFAS including but not limited to PFOA and/or PFOS were designed, manufactured, sold, and distributed without adequate warning of toxicity, potential human health risks, and environmental hazards.

95. Defendants' products containing PFAS including but not limited to PFOA and/or PFOS were designed, manufactured, sold, and distributed without instructions to prevent contamination of soil and water and the resulting potential human health risks and environmental hazards.

96. The potential environmental risks of Defendants' products containing PFAS including but not limited to PFOA and/or PFOS were known and/or knowable in light of the scientific and medical knowledge that was generally accepted in the scientific community and/or in light of Defendants' superior knowledge about their products at the time of design, manufacture, sale, and distribution.

97. The potential environmental risks presented a substantial danger when Defendants' products containing PFAS including but not limited to PFOA and/or PFOS were and are used or misused in an intended or reasonably foreseeable way.

98. Ordinary consumers and third parties would not have recognized the potential risks.

99. Defendants failed to adequately warn or instruct of the potential risks.

100. Downey was, is, and will be harmed.

1 109. Defendants were negligent by not using reasonable care to warn or instruct about
2 the risks associated with products containing PFAS including but not limited to PFOA and/or
3 PFOS.

4 110. Defendants knew or reasonably should have known that their products containing
5 PFAS including but not limited to PFOA and/or PFOS were dangerous or likely to be dangerous
6 when used or misused in a reasonably foreseeable manner.

7 111. Defendants knew or reasonably should have known that users and third parties
8 would not realize the danger.

9 112. Defendants failed to adequately warn of the danger or instruct on the safe use of
10 products containing PFAS including but not limited to PFOA and/or PFOS.

11 113. A reasonable chemical manufacturer, seller, distributor, under the same or similar
12 circumstances would have warned of the danger or instructed on the safe use of products
13 containing PFOA and/or PFOS.

14 114. Downey was, is, and will be harmed.

15 115. Defendants' failure to warn or instruct was a substantial factor in causing
16 Downey's harm.

17 116. As a direct and proximate result of Defendants' actions and/or inactions, Plaintiff
18 has suffered, and continues to suffer, monetary damages to be proven at trial, all of which are set
19 forth and prayed for herein below.
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21 **SEVENTH CAUSE OF ACTION**

22 **NEGLIGENCE- FAILURE TO RECALL**

23 117. Plaintiff realleges and reaffirms each and every allegation set forth in all
24 preceding paragraphs as if fully restated in this count.

25 118. Defendants' products containing PFAS including but not limited to PFOA and/or
26 PFOS were designed, manufactured, sold, and distributed without adequate warning of toxicity,
27 potential human health risks, and environmental hazards.
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1 119. Defendants were negligent by not using reasonable care to warn or instruct about
2 the risks associated with products containing PFAS including but not limited to PFOA and/or
3 PFOS.

4 120. Defendants knew or reasonably should have known that their products containing
5 PFAS including but not limited to PFOA and/or PFOS were dangerous or likely to be dangerous
6 when used or misused in a reasonably foreseeable manner.

7 121. Defendants knew or reasonably should have known that users and third parties
8 would not realize the danger.

9 122. Defendants became aware of the human health risks and environmental dangers
10 presented by products containing PFAS including but not limited to PFOA and/or PFOS by no
11 later than the year 2000.

12 123. Defendants failed to recall products containing PFAS including but not limited to
13 PFOA and/or PFOS.

14 124. A reasonable designer, manufacturer, distributor, or seller under the same or
15 similar circumstances would have recalled products containing PFAS including but not limited to
16 PFOA and/or PFOS.

17 125. Downey was, is, and will be harmed.

18 126. Defendants' failure to recall the product was a substantial factor in causing
19 Downey's harm.

20 127. Defendants' conduct lacked any care and was an extreme departure from what a
21 reasonably careful company would do in the same situation to prevent harm to others and the
22 environment, and thus Defendants were grossly negligent.

23 128. Defendants, their officers, directors, and managing agents, engaged in despicable
24 conduct, and acted or failed to act with malice, oppression, and fraud, warranting punitive or
25 exemplary damages.

26 129. As a direct and proximate result of Defendants' actions and/or inactions,
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1 Plaintiff has suffered, and continues to suffer, monetary damages to be proven at trial, all of
2 which are set forth and prayed for herein below.

3 **EIGHTH CAUSE OF ACTION**

4 **TRESPASS**

5 130. Plaintiff realleges and reaffirms each and every allegation set forth in all
6 preceding paragraphs as if fully restated in this count.

7 131. Downey owns and operates drinking water production wells that draw from
8 groundwater aquifers and associated pumping, storage, and distribution facilities and equipment.
9 Downey has significant property interests in the waters it appropriates and uses and also has
10 significant property interests in the groundwaters that supply the Downey Wells.

11 132. Defendants intentionally, recklessly, and negligently caused PFOA and/or PFOS
12 to enter into the groundwaters, aquifers, and drinking water production wells operated by
13 Downey.

14 133. Downey did not give permission for the entry.

15 134. Downey was, is, and will be actually harmed by the entry of PFAS including but
16 not limited to PFOA and/or PFOS onto its property.

17 135. Defendants' conduct was a substantial factor in causing Downey's harm.

18 136. Defendants' conduct lacked any care and was an extreme departure from what a
19 reasonably careful company would do in the same situation to prevent harm to others and the
20 environment, and thus Defendants were grossly negligent.

21 137. Defendants, their officers, directors, and managing agents, engaged in despicable
22 conduct, and acted or failed to act with malice, oppression, and fraud, warranting punitive or
23 exemplary damages.

24 138. As a direct and proximate result of Defendants' actions and/or inactions, Plaintiff
25 has suffered, and continues to suffer, monetary damages to be proven at trial, all of which are set
26 forth and prayed for herein below.
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NINTH CAUSE OF ACTION
CIVIL CONSPIRACY

139. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

140. At all times relevant to this lawsuit, Defendants actually knew of the hazards that PFAS including but not limited to PFOA and/or PFOS posed to the environment, including Plaintiff's Property.

141. Beginning in the 1960s and continuing through the date of the filing of this Complaint, Defendants agreed to engage in unlawful and wrongful acts that caused damage to the Plaintiff. Each Defendant performed at least one overt act in furtherance of this conspiracy. Specifically, Defendants colluded for the avowed purpose of providing information about AFFF products containing PFOA and/or PFOS to the public and the government, with the true, unlawful purpose of:

- a. intentionally misrepresenting to the EPA and the public that AFFF containing PFOA and/or PFOS was safe and did not pose a risk to human health and the environment;
- b. concealing the dangers of AFFF containing PFOA and/or PFOS, including the products' characteristics and their propensity to contaminate soil and groundwater, from the government and public by, among other means, repeatedly misrepresenting how products containing PFAS including but not limited to PFOA and/or PFOS were being disposed of;
- c. concealing the dangers of PFAS including but not limited to PFOA and/or PFOS from consumers and the public; and
- d. using their considerable resources to fight legislation concerning PFAS including but not limited to PFOA and PFOS.

1 142. As a direct and proximate result of Defendants’ conspiracy, Defendants’ AFFF
2 products at all times relevant to this litigation have:

- 3 a. posed and continue to pose a threat to Plaintiff’s Property;
- 4 b. caused and will continue to cause adverse impacts to Plaintiff’s Property;
- 5 c. caused and will continue to cause adverse impacts to the soil, surface, and
6 groundwater on and within the vicinity of Plaintiff’s Property;
- 7 d. required and will continue to require testing and monitoring of Plaintiff’s
8 Property for the presence of PFOA and/or PFOS;
- 9 e. required or will require remediation of PFOA and/or PFOS or, where
10 remediation is impracticable or insufficient for Plaintiff, removal and disposal of
11 the PFOS and/or PFOA;
- 12 f. diminished Plaintiff’s confidence in, and the use and enjoyment of, Plaintiff’s
13 Property;
- 14 g. diminished Plaintiff’s Property value due to actual, impending, and/or threatened
15 PFOA and/or PFOS impacts; and
- 16 h. caused and/or will cause Plaintiff to sustain substantially increased damages and
17 expenses resulting from the loss of the safety, use, benefit and/or enjoyment of
18 its property.
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20 **TENTH CAUSE OF ACTION**

21 **VIOLATION OF THE UNIFORM VOIDABLE TRANSFER ACT**

22 143. Plaintiff realleges and reaffirms all allegations set forth in the preceding
23 paragraphs.

24 144. Plaintiff seeks equitable and other relief pursuant to the Uniform Voidable
25 Transfer Act (“UVTA”) as adopted by the State of California in Cal. Civ. Code Ann. § 3439,
26 against E. I. Dupont de Nemours and Company, The Chemours Company, The Chemours
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1 Company FC, LLC, Corteva, Inc., and DuPont De Nemours, Inc. (collectively, the “UVTA
2 Defendants”).

3 145. Pursuant to Cal. Civ. Code Ann. § 3439, “[a] transfer made or an obligation
4 incurred by a debtor is voidable as to a creditor, whether the claim of the creditor arose before, or
5 within a reasonable time not to exceed four years after, the transfer was made or the obligation
6 was incurred, if the debtor made the transfer or incurred the obligation as follows:

- 7
- 8 a. With actual intent to hinder, delay, or defraud any creditor of the debtor;
 - 9 b. Without receiving a reasonably equivalent value in exchange for the
10 transfer or obligation and the debtor either:
 - 11 i. Was engaged or was about to engage in a business or a transaction
12 for which the remaining assets of the debtor were unreasonably
13 small in relation to the business or transaction.
 - 14 ii. Intended to incur, or believed or reasonably should have believed
15 that the debtor would incur, debts beyond the debtor’s ability to
16 pay as they became due.”

17 146. Further, Cal. Civ. Code Ann. § 3439 states that, “[i]n determining the actual
18 intent under paragraph (1) of subdivision (a), consideration may be given, among other factors,
19 to any and all of the following: to all relevant factors including, but not limited to, the following:
20 [...] whether before the transfer was made or obligation was incurred, the debtor had been sued
21 or threatened with suit, whether the transfer was of substantially all of the debtor’s assets; [...]
22 whether the value of the consideration received by the debtor was reasonably equivalent to the
23 value of the asset transferred or the amount of the obligation incurred.”

24 147. Upon information and belief, in February 2014, E. I. DuPont de Nemours and
25 Company formed The Chemours Company as a wholly owned subsidiary and used it to spin off
26 DuPont’s “Performance Chemicals” business line in July 2015.
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1 148. Upon information and belief, at the time of the spinoff, DuPont's Performance
2 Chemicals division contained the AFFF and/or PFOA and/or PFOS business segments. In
3 addition to the transfer of the Performance Chemicals division, The Chemours Company
4 accepted broad assumption of liabilities for DuPont's historical use, manufacture, and discharge
5 of PFOA and/or PFOS.

6 149. Upon information and belief, at the time of the transfer of its Performance
7 Chemicals business to The Chemours Company, DuPont had been sued, threatened with suit
8 and/or had knowledge of the likelihood of litigation to be filed regarding DuPont's liability for
9 damages and injuries from the manufacture and sale of PFOA and/or PFOS and products that
10 contain PFOA and/or PFOS.

11 150. Upon information and belief, as a result of the transfer of assets and liabilities
12 described in this Complaint, DuPont limited the availability of assets to cover judgements for all
13 of the liability for damages and injuries from the manufacture and sale of PFOA and/or PFOS
14 and products that contain PFOA and/or PFOS.

15 151. The UVTA Defendants acted with actual intent to hinder, delay, and defraud any
16 creditor of the UVTA Defendants because: (1) they were engaged or about to engage in a
17 business for which the remaining assets of Chemours were unreasonably small in relation to the
18 business; and (2) intended to incur, or believed or reasonably should have believed that the
19 Chemours Company would incur, debts beyond its ability to pay as they became due.

20 152. The UVTA Defendants engaged in acts in furtherance of a scheme to transfer E. I.
21 DuPont de Nemours and Company's assets out of the reach of parties, such as the Plaintiff, that
22 have been damaged as a result of UVTA Defendants' conduct, omissions, and actions as
23 described in this Complaint.

24 153. As a result of the transfer of assets and liabilities described in this Complaint, the
25 UVTA Defendants have attempted to limit the availability of assets to cover judgments for all of
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1 the liability for damages and injuries from the manufacturing, marketing, distribution and/or sale
2 of PFOA and/or PFOS and products that contain PFOA and/or PFOS.

3 154. Pursuant to Cal. Civ. Code Ann. § 3439.07, Plaintiff seeks to avoid the transfer of
4 E. I. DuPont de Nemours and Company's liabilities for the claims brought in this Complaint and
5 to hold the UVTA Defendants liable for any damages or other remedies that may be awarded by
6 this Court or a jury under this Complaint.

7 155. Plaintiff further seeks all other rights and remedies that may be available to it
8 under UVTA, including prejudgment remedies as available under applicable law, as may be
9 necessary to fully compensate Plaintiff for the damages and injuries it has suffered as alleged in
10 this Complaint.
11

12 **ELEVENTH CAUSE OF ACTION**

13 **LIABILITY PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1882**

14 156. Plaintiff reaffirms all allegations set forth in the preceding paragraphs.

15 157. Plaintiff is a public water utility company and operates a public water supply
16 system in California. The groundwater that supplies Plaintiff's wells is property owned or used
17 by Plaintiff to provide utility services. The water pumped from Plaintiff's wells is property
18 owned or used by Plaintiff to provide utility services.

19 158. California Civil Code Section 1882.1 states, "[a] utility may bring a civil action
20 for damages against any person who commits, authorizes, solicits, aids, abets, or attempts any of
21 the following acts:

- 22 c. Diverts, or causes to be diverted, utility services by any means
23 whatsoever.
- 24 d. Makes, or causes to be made, any connection or reconnection with
25 property owned or used by the utility to provide utility services without
26 the authorization or consent of the utility.
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- e. Prevents any utility meter, or other device used in determining the charge for utility services, from accurately performing its measuring function by tampering or by any other means.
- f. Tamperers with any property owned or used by the utility to provide utility services.
- g. Uses or receives the direct benefit of all, or a portion, of the utility service with knowledge of, or reason to believe that the diversion, tampering, or unauthorized connection existed at the time of the use, or that the use or receipt, was without the authorization or consent of the utility.”

159. By causing and/or contributing to and/or allowing PFOA and/or PFOS to be introduced into Plaintiff’s wells and the groundwater that supplies those wells, Defendants injured, altered, interfered with, and/or otherwise prevented property owned or used by Plaintiff from performing its normal or customary function in Plaintiff’s provision of utility services.

160. As a direct and proximate result of Defendants’ above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the impacts of its wells caused by PFOA and/or PFOS , including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the chemicals , operating, maintenance and consulting costs, legal fees, punitive damages, diminution of property value, and all other equitable and applicable damages.

161. “In any civil action brought pursuant to Section 1882.1, the utility may recover as damages three times the amount of actual damages, if any, plus the cost of the suit and reasonable attorney’s fees.” California Civil Code Section 1882.2.

PUNITIVE DAMAGES

162. Under the applicable laws of the State of California, Plaintiff seeks Punitive damages due to the wanton and willful acts and/or omissions of Defendants as set forth and alleged throughout this Complaint.

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PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. Compensatory damages according to proof including, but not limited to:
 - a. costs and expenses related to the past, present, and future investigation, sampling, testing, and assessment of the extent of the impacts of PFAS, including but not limited to PFOA and/or PFOS and their pre-cursors from products including but not limited to AFFF on and within Plaintiff's Property;
 - b. costs and expenses related to the past, present, and future treatment and remediation of PFAS including but not limited to PFOA and/or PFOS and their pre-cursors on Plaintiff's Property or, in the alternative, the costs and expenses associated with and related to the removal and disposal of the PFAS including but not limited to PFOA and/or PFOS and their pre-cursors; and
 - c. costs and expenses related to the past, present, and future installation and maintenance of monitoring mechanisms to assess and evaluate PFAS including but not limited to PFOA and/or PFOS and their pre-cursors on and within Plaintiff's Property.
2. Punitive damages;
3. Consequential damages;
4. Costs, disbursements, and attorneys' fees of this lawsuit;
5. Pre-judgment and post-judgment interest; and
6. Any other and further relief as the Court deems just, proper, and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a jury trial.

Dated: January ____, 2021

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Respectfully Submitted,

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News Announcements

[BACK TO NEWSROOM \(HTTPS://SLENVIRONMENT.COM/NEWSROOM\)](https://slenvironment.com/newsroom)

The Water Replenishment District Files a Lawsuit Against 3M, DuPont and Others Over PFAS Contamination

NOVEMBER 8, 2021

SL Environmental Law Group has filed a lawsuit on behalf of the Water Replenishment District (WRD) against 3M Company, E.I. DuPont de Nemours, Inc., and other manufacturers of aqueous film-forming foam (AFFF) for their involvement in the manufacture and sale of per and poly-fluoroalkyl substances (“PFAS”) that have contaminated groundwater supplies within WRD’s service area, which includes 43 cities and covers a 420-square-mile region of southern Los Angeles County.

John D.S. Allen, President of the Board of Directors of the Water Replenishment District, said, “WRD is working with the water systems throughout its service area to identify and treat wells that have been contaminated with PFAS to ensure the safety of these crucial water supplies. Through this lawsuit, WRD is seeking to protect the ratepayers in our service area and ensure that the costs of cleaning up these contaminants are borne by 3M, DuPont, and the other companies that sold and profited from their products containing PFAS.”

PFAS are persistent toxic chemicals that bioaccumulate when released into the environment. Exposure to certain PFAS have been associated with several negative health outcomes in both humans and animals. PFAS has impacted surface water and groundwater throughout the country resulting in hundreds of similar suits brought forward by water providers, and mostly against the same defendants, in an ongoing Multidistrict Litigation supervised by a federal judge in South Carolina.

PFAS have been used for decades in AFFF, certain industrial processes, and in the production of thousands of common household and commercial products that are heat resistant, stain resistant, long lasting, and water and oil repellent. The PFAS family of chemicals are entirely man-made and do not exist in nature.

“The manufacturers and sellers of PFAS containing products—3M, DuPont, and other defendants—knew that these products would likely pollute groundwater, yet they failed to take reasonable and available steps to avoid the use of PFAS in products and failed to provide warnings that using these products as directed could result in groundwater contamination,” said Ken Sansone, partner at SL Environmental Law Group. “Through this lawsuit, WRD is asserting its rights under California law to ensure the quality and availability of water resources to the millions of citizens and businesses who rely on those

resources. WRD wants to ensure that it is the corporations whose products are responsible for contaminating its water pay the substantial costs of cleaning it up.”

SL Environmental Law is handling WRD’s case as part of a consortium of law firms that has decades of experience representing municipalities and other water providers across the nation in efforts to recover the costs of treating groundwater contamination from the corporations whose products caused the contamination. This group of firms is representing many of the water systems within WRD’s service area, as well as many other water systems throughout southern California and across the country, affected by PFAS. Francisco Leal and Ana Maria Quintana, of Leal Trejo in Long Beach, California, serve as District counsel in coordinating the litigation efforts.

—

About The Water Replenishment District of Southern California

The Water Replenishment District (WRD) has managed and protected groundwater resources for over 60 years. WRD manages two of the most utilized groundwater basins that provide nearly half of the drinking water for over 4 million residents in 43 cities of southern Los Angeles County. Through WRD’s Water Independence Now (WIN) Program, the District has developed a resilient and locally sustainable source of water for groundwater replenishment. For more information visit www.wrd.org (https://urldefense.com/v3/___http://www.wrd.org___;!!GFN0sa3rsbfR8OLyAw!!m3a)



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

Date: January 20, 2022
To: Southeast Water Coalition Administrative Entity
From: Gina Nila, AE Chair, City of Commerce
Nick Ghirelli, Richards, Watson & Gershon

Subject: Update on Central Basin Municipal Water District

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the latest from the Central Basin Municipal Water District.

Background

For several months, SEWC has been monitoring the situation at the Central Basin Municipal Water District (CBMWD). The SEWC Board of Directors has requested that a Central Basin Update be included as a standing item on meeting agendas going forward.

Legislation

The Central Basin Municipal Water District held a workshop on December 22, 2021 to discuss its proposed *Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Act of 2022*. Board staff received comments from attendees and stated that the bill text was still in its initial form and would be refined moving forward.

Redistricting

On December 20, 2021, the Central Basin Board received a presentation from their redistricting consultant, Lucien Partners, of new draft Districts.

The District's staff report for the item stated that the map presented "...represents the new divisions in compliance with redistricting laws. At this time, this item is submitted as a report and correspondence item only. The District will conduct two public hearings to solicit comments from members of the public prior to final Board of Directors approval."

The redistricting item was listed on the agenda under Reports and Correspondence. The Board did not discuss the item and it was accepted under a Receive and File motion.

The dates for the two public hearings on their new Districts have not yet been set.

The next regular meeting of the Central Basin Board of Directors is scheduled for January 24, 2022.

Recommendation

It is recommended that the Administrative Entity discuss any further issues regarding Central Basin not included in this staff report.

Attachments:

1. *Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Act of 2022.*
2. CBMWD Redistricting Overview.
3. CBMWD General Manager employment agreement, 2nd amendment.

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An act to add Chapter 8 (commencing with Section 117200) to Part 12 of Division 104 of the Health and Safety Code, relating to drinking water.

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THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) It is necessary for the state to do all of the following:

(A) Secure and safeguard the integrity of the state's water supply from climate change, catastrophic damage, or failure from terrorist acts or other deliberate acts of destruction.

(B) Provide a safe, clean, affordable, and sufficient water supply to meet the needs of California residents, farms, and businesses, particularly in disadvantaged communities.

(C) Establish and facilitate integrated regional water management systems and procedures to meet increasing water demands due to significant population growth that is straining local infrastructure and water supplies.

(D) Improve practices within watersheds to improve water quality, reduce pollution, capture additional stormwater runoff, protect and manage groundwater better, and increase water use efficiency.

(E) Protect urban communities from drought, increase supplies of clean drinking water, reduce dependence on imported water, fix aging infrastructure, develop local stormwater projects, expand recycled water access, and ensure water supply reliability by connecting urban communities to imported water infrastructure.

(F) Invest in projects that further the ability of Californians to live within California's basic apportionment of 4,400,000 acre-feet per year of Colorado River water pursuant to the Colorado River Water Use Plan.

(2) Section 106.3 of the Water Code declares that it is the 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.

(3) According to the State Water Resources Control Board, as of November 2017, there are approximately 300 public water systems in the state that are chronically serving contaminated water to their customers and are operationally deficient in violation of public health regulations.

(4) In addition, other public water systems suffer from contamination that is emerging or expanding, putting their communities' safe drinking water supply at growing risk.

(5) To ensure that the right of Californians to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes is protected, it is in the interest of the state to identify where Californians are at high risk of lacking reliable access to safe drinking water or are known to lack reliable access to safe drinking water, and whether they rely on a public water system, state small water system, or domestic well for their potable water supply.

(6) Long-term sustainability of drinking water infrastructure and service provision is necessary to secure safe drinking water for Californians. Therefore, it is in the interest of the state to discourage the proliferation of new, unsustainable public water systems and state small water systems, to prevent waste, and to encourage consolidation and service extension when feasible.

(7) Particular circumstances exist in the Central Basin creating a unique need to restore safe drinking water to disadvantaged communities in that region.



(b) It is the intent of the Legislature in enacting this act that it be administered and executed in the most expeditious manner possible, and that all state, regional, and local officials implement this act to the fullest extent of their authority.

SEC. 2. (a) The Legislature finds and declares all of the following:

(1) Current state law seeks to ensure that homes in new residential developments have access to adequate, safe, and clean water supplies by linking local agency decisions on land use to water supply and water quality.

(2) In recent years, changes in water law and the emergence of California communities without sustainable, safe drinking water supplies have emphasized the need to review this land and water nexus to better ensure that Californians will have sustainable, safe drinking water for decades to come.

(3) To protect the public health and welfare and to protect existing residential, agricultural, and commercial water users, it is vital that cities and counties consider the adequacy of water supplies in terms of both quantity and quality as part of their review of additional new residential developments.

(b) It is the intent of the Legislature to review existing laws designed to ensure the long-term adequacy of water supplies as part of the process of approving new development projects and to further integrate water quality and quantity considerations into land use decisions.

SEC. 3. Chapter 8 (commencing with Section 117200) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 8. CENTRAL BASIN COMMUNITIES WATER RELIABILITY, SAFE DRINKING WATER, AND RECYCLED WATER EXPANSION ACT OF 2022

Article 1. General Provisions

117200. This chapter shall be known, and may be cited, as the Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Act of 2022.

117201. For purposes of this chapter, the following definitions apply:

(a) "Administrator" has the same meaning as defined in Section 116686.

(b) "Apprenticeable occupation" has the same meaning as defined in Section 2601 of the Public Contract Code.

(c) "Assessment of funding need" means the drinking water needs assessment specified in subdivision (b) of Section 116769.

(d) "At-risk water system" means a water system that consistently fails to provide an adequate supply of safe drinking water, is at substantial risk of failing to provide an adequate supply of safe drinking water, or suffers from unhealthy levels of copper or lead in its water.

(e) "Board" means the State Water Resources Control Board.

(f) "Community water system" has the same meaning as defined in Section 116275.

(g) "Disadvantaged community" has the same meaning as defined in Section 116275.

(h) "Division of Drinking Water" means the Division of Drinking Water of the board.



(i) “Domestic well” means a groundwater well used to supply water for the domestic needs of an individual residence or water system that is not a public water system and that has no more than four service connections.

(j) “Eligible applicant” means a public water system, including, but not limited to, a mutual water company or a community water system, a state small water system, a domestic well, a public utility, a public agency, including, but not limited to, a local educational agency that owns or operates a public water system, a nonprofit organization, a federally recognized Native American tribe, a California Native American tribe listed on the Native American Heritage Commission’s California Tribal Consultation List, an administrator, or a groundwater sustainability agency.

(k) “Fund” means the Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Fund established pursuant to Section 117205.

(l) “Nonprofit organization” means a nonprofit corporation formed pursuant to the Nonprofit Public Benefit Corporation Law (Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code) and qualified under Section 501(c)(3) of the United States Internal Revenue Code.

(m) “PFAS” means perfluoroalkyl and polyfluoroalkyl substances.

(n) “Project labor agreement” has the same meaning as defined in Section 2500 of the Public Contract Code.

(o) “Public agency” means a state entity, county, city, special district, or other political subdivision of the state.

(p) “Public water system” has the same meaning as defined in Section 116275.

(q) “Retail water system” means a public water system that supplies water directly to the end user.

(r) “Safe drinking water” means drinking water that meets primary and secondary drinking water standards and applicable regulations and does not contain unhealthy levels of copper or lead.

(s) “Skilled and trained workforce” has the same meaning as defined in Section 2601 of the Public Contract Code.

(t) “State small water system” has the same meaning as defined in Section 116275.

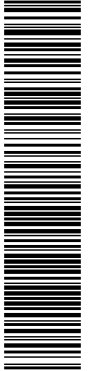
117202. The Legislature may enact legislation necessary to implement this chapter.

Article 2. Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Fund

117205. (a) The Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Fund is hereby established in the State Treasury. Moneys in the fund shall be available upon appropriation by the Legislature to the board for the sole purpose of implementing this chapter within the Central Basin.

(b) It is the intent of the Legislature that the fund be composed of moneys transferred from the General Fund.

(c) Upon a finding by the entity authorized to administer or expend money appropriated from the fund that a particular project or program for which money has been allocated or granted cannot be completed, or that the amount that was appropriated,



allocated, or granted is in excess of the total amount needed, the Legislature may reappropriate the money for other high-priority needs consistent with this chapter.

117206. An activity receiving moneys from the fund shall comply with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

117207. (a) A project receiving moneys from the fund shall comply with prevailing wage requirements, as established in Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code.

(b) Contractors and subcontractors for a project receiving moneys from the fund shall use a skilled and trained workforce to perform all work within an apprenticeable occupation in the building and construction trades.

(c) Subdivision (b) does not apply if all contractors and subcontractors for the project are required to become bound to a multicraft project labor agreement that expressly requires each contractor and subcontractor performing the work to use a skilled and trained workforce.

117208. (a) The sum of _____ dollars (\$_____) shall be available upon appropriation by the Legislature from the fund to the board for the purpose of protecting state, local, and regional drinking water systems located in the Central Basin from climate change, catastrophic seismic damage, or failure from terrorist acts or other deliberate acts of destruction.

(b) The board may expend or award money to eligible applicants pursuant to subdivision (a) for the following projects:

- (1) Connecting public water systems to imported water infrastructure.
- (2) Installation of monitoring and early warning systems.
- (3) Fencing.
- (4) Protective structures.
- (5) Contamination treatment facilities.
- (6) Emergency interconnections.
- (7) Communications systems.
- (8) Any other project designed to do any of the following:
 - (A) Prevent damage to water treatment, distribution, and supply facilities.
 - (B) Prevent disruption of drinking water deliveries.
 - (C) Protect drinking water supplies from intentional contamination.

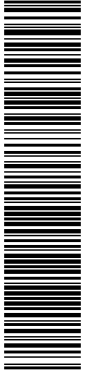
117209. (a) The sum of _____ dollars (\$_____) shall be available upon appropriation by the Legislature from the fund to the board for competitive grants to eligible applicants for the following purposes in the Central Basin:

(1) Offsetting the treatment costs for PFAS contamination of public water systems serving disadvantaged communities.

(2) Addressing emergency or urgent funding needs, where other emergency funds are not available and a critical water shortage or outage could occur without support from the fund.

(3) Addressing retail water systems, community water systems, and public water systems owned or operated by a local educational agency that are out of compliance with primary drinking water standards, prioritizing water systems in disadvantaged communities located in the Central Basin.

(4) Providing matching funds for the purpose of accelerating consolidations for public water systems out of compliance with primary drinking water standards, at-risk



water systems, state small water systems, and domestic wells, focusing on disadvantaged communities.

(5) Providing interim solutions and initiating planning efforts for long-term solutions for state small water systems and domestic wells with source water above a primary maximum contaminant level.

(6) Water quality improvement.

(7) Drinking water source protection projects.

(b) Priority under subdivision (a) shall be given to projects that assist in meeting water quality standards established by the board.

117210. (a) The sum of _____ dollars (\$_____) shall be available upon appropriation by the Legislature from the fund to the board for projects in the Central Basin to protect state, local, and regional drinking water systems from drought, protect and improve local drinking water reliability, and improve local water security by reducing the use of potable water for nonpotable purposes.

(b) The board may expend or award money to eligible applicants pursuant to subdivision (a) for the following projects:

- (1) Installation of new recycled water infrastructure.
- (2) Expansion of existing recycled water connections.
- (3) Improvement of existing recycled water distribution systems.

Article 3. Assessment and Planning

117215. (a) The board, upon updating the assessment of funding need pursuant to subdivision (c), shall submit to the Division of Drinking Water a list of at-risk water systems in the Central Basin and additional information regarding at-risk water systems and communities reliant on domestic wells that do not provide an adequate or reliable supply of safe drinking water.

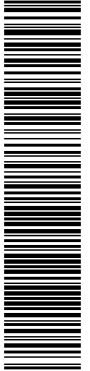
(b) The Division of Drinking Water shall review additional information generated from analyses of drinking water deficiencies and wastewater deficiencies, including, but not limited to, analyses conducted pursuant to Sections 56425, 56430, and 65302.10 of the Government Code.

(c) On or before December 31 of each year, the board shall review and update the assessment of funding need and shall prioritize for funding under this chapter the Central Basin public water systems, community water systems, state small water systems, and domestic wells with the most urgent need for state financial assistance, in light of the following factors:

- (1) Severity of the public health threat.
- (2) The extent to which the community served by the water system is a disadvantaged community.
- (3) The number of people served by the water system.
- (4) Technical, managerial, and financial capacity of the entity that operates the water system.

(d) The assessment of funding need and priorities shall consider all information submitted to the board in furtherance of the board's duty to complete the assessment of funding need.

117216. (a) (1) By January 1, 2023, the board, in consultation with local health officers and other relevant stakeholders, shall use available data to make available a



map of aquifers in the Central Basin that are at high risk of containing contaminants and that exceed primary federal and state drinking water standards that are used or likely to be used as a source of drinking water for a state small water system or a domestic well. The board shall update the map at least annually based on any newly available data. The board shall make available the map of high-risk areas to the Division of Drinking Water.

(2) The board shall make the map of high-risk areas, as well as the data used to make the map, publicly accessible on its internet website in a manner that does not identify exact addresses or other personal information and that complies with the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The board shall notify local health officers and county planning agencies of high-risk areas within their jurisdictional boundaries.

(b) (1) By January 1, 2023, a local health officer or other relevant local agency in the Central Basin shall provide to the board all results of, and data associated with, water quality testing performed by certified laboratories for a state small water system or domestic well that was collected after January 1, 2015, and that is in the possession of the local health officer or other relevant local agency.

(2) By January 1, 2024, and by January 1 of each year thereafter, all results of, and data associated with, water quality testing performed by a certified laboratory for a state small water system or domestic well that is submitted to a local health officer or other relevant local agency in the Central Basin shall also be submitted directly to the board in electronic format.

(c) A map of high-risk areas developed pursuant to this section is not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

117217. (a) The Division of Drinking Water shall arrange for a comprehensive analysis of each at-risk water system in the Central Basin to be completed within two years of the board identifying the at-risk water system in the assessment of funding need. The Division of Drinking Water may combine more than one failed water system in the Central Basin for purposes of a comprehensive analysis.

(b) The Division of Drinking Water shall post each comprehensive analysis on the board's internet website. A comprehensive analysis shall review an at-risk water system's water supply and infrastructure and the entity that operates the at-risk water system. A comprehensive assessment shall include all of the following:

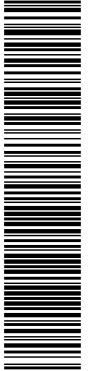
(1) The sources and quality of the at-risk water system's water supply, including the primary and secondary contaminants in each of the at-risk water system's water sources.

(2) The condition of the at-risk water system's physical infrastructure.

(3) The technical, managerial, and financial qualifications of the entity that operates the at-risk water system.

(4) Alternative water supplies that comply with drinking water standards and a method to connect the failed system to the alternative water supplies.

(5) One or more options for resolving the problems that cause or caused the water system to be at-risk and making the water system sustainable over the long term. The options shall address, to the extent necessary, problems with physical infrastructure, water supply quality, and governance of the at-risk water system. The options shall address opportunities to consolidate public water systems, community water systems,



state small water systems, and domestic wells that may benefit from the proposed solution.

(6) Engagement of members of the community served by the at-risk water system to improve understanding of the at-risk water system's problems, the options for addressing the problems, and the challenges in overcoming the problems.

(7) Consideration of the unique nature of the community served by the at-risk water system, including, but not limited to, all of the following:

(A) The community's economic conditions.

(B) Community member reliance on languages other than English and their immigration status.

(C) Physical proximity to other water systems and communities.

(D) The community's willingness and capacity to afford and support the operation and maintenance of new water infrastructure.

(8) Local agency actions that would be required to support each proposed solution, including consolidations, service extensions, and other organizations or sphere of influence updates pursuant to Division 3 (commencing with Section 56000) of Title 5 of the Government Code.

(9) Consultation with the Office of Sustainable Water Solutions within the board, any local primacy agency with authority over the at-risk water system, and representatives of and community members served by the at-risk water system.

(c) A comprehensive analysis shall include a proposed plan that includes a set of options to address several problems either concurrently or sequentially that ensure the long-term sustainability of the at-risk water system.

(d) The Division of Drinking Water may do any of the following:

(1) Contract or otherwise provide funding, upon appropriation by the Legislature from the fund to the board, to one or more of the following entities to complete the comprehensive assessment analysis:

(A) Central Basin Municipal Water District.

(B) Los Angeles County Department of Public Works.

(C) Metropolitan Water District of Southern California.

(D) Water Replenishment District of Southern California.

(E) A for-profit business, such as an engineering consulting firm.

(2) Organize a local advisory committee that may include local residents of the at-risk water system, elected officials of local public agencies, local water systems, business owners, or farmers.

(3) Organize an advisory team that combines the entities identified in subparagraphs (A) to (E), inclusive, of paragraph (1) to provide diverse expertise, experience, and perspective relating to topics that may include engineering, government, administration, water management, public outreach, and education.

(e) Notwithstanding any other law, a public water system, including, but not limited to, a special district, may act pursuant to a contract entered into under paragraph (1) of subdivision (d) outside of the jurisdictional boundary of the public water system.

117218. The Division of Drinking Water shall, for each comprehensive analysis it posts pursuant to Section 117217, develop and submit a recommendation to the board as to the preferred options or plan presented by the comprehensive analysis within 60 days of posting the comprehensive analysis to the board's internet website. The Division of Drinking Water may adjust the options or plan it recommends to the board as



necessary. The board shall post the recommendations of the Division of Drinking Water on the board's internet website.

117219. (a) Within 90 days of receiving the recommendation of the Division of Drinking Water pursuant to Section 117218, the board shall consider the comprehensive analysis and the recommendation at a public hearing. The board shall request recommendations from all divisions of the board to ensure coordination with other related water quality and water resource programs. The Public Utilities Commission may provide input to the board for purposes of this section if the recommendation of the Division of Drinking Water involves an at-risk water system subject to the Public Utilities Commission's jurisdiction. The board shall review a recommendation in light of the recommendation's likelihood of success in creating a stable and sustainable supply of safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

(b) Based on the recommendations described in subdivision (a), the board shall adopt and provide for a sustainable plan for restoring safe drinking water in the Central Basin. The board may contract with one or more of the following entities to implement the sustainable plan for restoring safe drinking water in the Central Basin:

- (1) Central Basin Municipal Water District.
- (2) Los Angeles County Department of Public Works.
- (3) Metropolitan Water District of Southern California.
- (4) Water Replenishment District of Southern California.
- (5) A for-profit business, such as an engineering consulting firm.

(c) The board shall coordinate implementation of the sustainable plan for restoring safe drinking water by engaging the affected community, local governments, water agencies, and local agency formation commissions.

(d) The board may delegate implementation of the sustainable plan for restoring safe drinking water to the Division of Drinking Water or another division of the board.

(e) Notwithstanding any other law, a public water system, including, but not limited to, a special district, may act pursuant to a contract entered into under subdivision (b) outside of the jurisdictional boundary of the public water system.

Article 4. Oversight

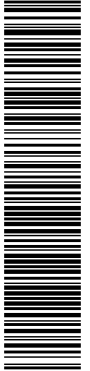
117220. (a) (1) By July 1, 2025, the board shall report to the Legislature on its progress restoring safe drinking water to Central Basin communities, particularly in disadvantaged communities, in accordance with this chapter. The board shall develop metrics to measure the efficacy of the fund in ensuring safe and affordable drinking water for the Central Basin and shall use those metrics in its report to the Legislature.

(2) The requirement for submitting a report imposed under paragraph (1) is inoperative on July 1, 2029, pursuant to Section 10231.5 of the Government Code.

(3) A report to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

(b) At least once every five years, the Legislative Analyst's Office shall provide to the Legislature in compliance with Section 9795 of the Government Code an assessment of the effectiveness of expenditures from the fund.

117221. The board shall create an internet website that provides data transparency for all of its activities pursuant to this chapter, in conjunction with



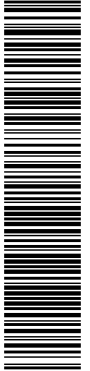
implementation of the Open and Transparent Water Data Act (Part 4.9 (commencing with Section 12400) of Division 6 of the Water Code).

SEC. 4. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 5. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the particular circumstances in the Central Basin creating a unique need to restore safe drinking water to disadvantaged communities in that region.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



LEGISLATIVE COUNSEL'S DIGEST

Bill No. _____
as introduced, _____.
General Subject: Central Basin Communities Water Reliability, Safe Drinking Water,
and Recycled Water Expansion Act of 2022.

The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various responsibilities and duties relating to the regulation of drinking water to protect public health.

Existing law establishes the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and long terms. Existing law authorizes the board to provide for the deposit into the fund of certain moneys and continuously appropriates the moneys in the fund to the board for grants, loans, contracts, or services to assist eligible recipients. Existing law requires, by January 1, 2021, the board, in consultation with local health officers and other relevant stakeholders, to make publicly available, as specified, a map of aquifers that are used or likely to be used as a source of drinking water that are at high risk of containing contaminants that exceed safe drinking water standards.

This bill would enact the Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Act of 2022. The bill would establish the Central Basin Communities Water Reliability, Safe Drinking Water, and Recycled Water Expansion Fund in the State Treasury and would provide that unspecified sums of money are available upon appropriation by the Legislature from the fund to the board for specified purposes related to drinking water, including, but not limited to, protecting state, local, and regional drinking water systems located in the Central Basin from climate change, drought, catastrophic seismic damage, or failure from terrorist acts or other deliberate acts of destruction, competitive grants to eligible applicants, and improving local water security by reducing the use of potable water for nonpotable purposes.

The bill would impose requirements on recipients of fund moneys, including requiring a project receiving moneys from the fund to comply with prevailing wage requirements established in specified existing law, a violation of which is punishable by misdemeanor penalties. Because the willful violation of prevailing wage requirements when engaged in these projects would be punishable by misdemeanor penalties, the bill would impose a state-mandated local program by expanding the application of a crime.

The bill would require the board to annually review and update a specified drinking water assessment and, upon updating the assessment, to submit to the board's Division of Drinking Water, among other things, a list of at-risk water systems in the Central Basin. The bill would require the board, by January 1, 2023, to use available data to make available a map of aquifers in the Central Basin that are, among other



things, at high risk of containing contaminants. The bill would require, by January 1, 2023, a local health officer or other relevant local agency in the Central Basin to provide to the board all results of, and data associated with, certain water quality testing. By imposing additional requirements on local health officers and local agencies, the bill would impose a state-mandated local program. The bill would impose various requirements on the Division of Drinking Water relating to assessment of and planning for the provision of safe drinking water in the Central Basin. The bill would require the board to adopt and provide for a sustainable plan for restoring safe drinking water in the Central Basin, as prescribed.

The bill would require the board, by July 1, 2025, to report to the Legislature on its progress restoring safe drinking water to Central Basin communities. The bill would require, at least once every 5 years, the Legislative Analyst's Office to provide to the Legislature an assessment of the effectiveness of expenditures from the fund. The bill would require the board to create an internet website that provides data transparency for all of its activities pursuant to the bill.

The bill would provide that its provisions are severable.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Central Basin.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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



RECOMMENDED MOTION

That the Board receive and file this information.

EXHIBITS

Exhibit "A" – Redistricting Map

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**Central Basin Municipal Water District\ District - Demographic Analysis of Plans
Based on 2021 Final Statewide Database Prisoner-Adjusted Data**

Ideal Division Population: 383,139

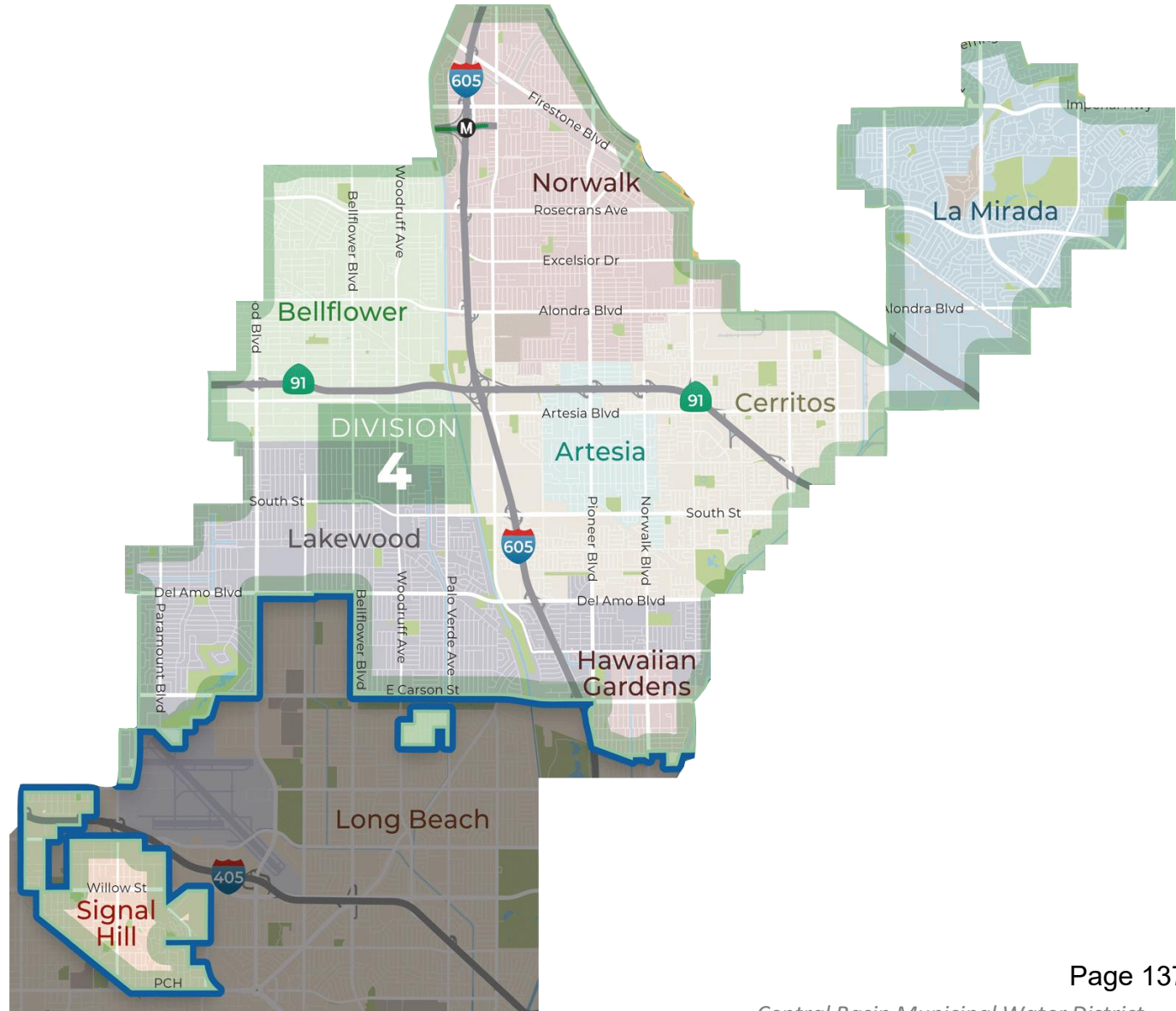
| District | Population | Deviation% | Latino CVAP % | NH Black CVAP% | NH White CVAP% | NH Amer. Ind. CVAP% | NH Asian CVAP% |
|----------|------------|------------|---------------|----------------|----------------|---------------------|----------------|
| 1 | 385,606 | 0.64% | 88.76% | 2.85% | 4.17% | 0.18% | 3.68% |
| 2 | 363,708 | -5.07% | 72.70% | 1.78% | 18.92% | 0.48% | 5.54% |
| 3 | 398,944 | 4.13% | 74.72% | 13.31% | 7.87% | 0.22% | 3.05% |
| 4 | 384,299 | 0.30% | 39.37% | 8.73% | 26.28% | 0.38% | 23.95% |

Total Deviation: 9.20%

NH = Non-Hispanic

CVAP = Citizen Voting Age Population

Proposed Division 4



**Draft Map:
Demographics
& Deviations**

| | | |
|---|---------|--------|
| 1 | 385,606 | 0.65% |
| 2 | 363,644 | -5.08% |
| 3 | 398,945 | 4.13% |
| 4 | 384,267 | 0.30% |

**SECOND AMENDMENT TO CENTRAL BASIN MUNICIPAL WATER DISTRICT
EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER**

This Second Amendment to Employment Agreement (herein "Amendment") is made and entered into as of the 20th day of December, 2021 ("Effective Date"), by and between the Central Basin Municipal Water District (hereinafter the "District") and ALEJANDRO ROJAS (hereinafter "Employee").

Except as modified in this Second Amendment, the Employment Agreement originally dated August 17, 2020 ("Agreement") between the District and the Employee shall remain in full force and effect.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, the District and Employee entered into an agreement for services of Employee as the General Manager of the District, with an effective date of August 17, 2020 ("Employment Agreement");

WHEREAS, the Employment Agreement provides that, the Employee may receive annual increases in salary as may be determined by the Board in its sole discretion and any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement;

WHEREAS, the Employment Agreement provides in Section 6. A. that, At the commencement of this Agreement, the Board and the Employee shall identify mutually defined goals and objectives for the Employee as he proceeds during the first year of this Agreement. In addition, the Board shall review and evaluate the performance of Employee in writing on an annual basis at a Board meeting in December of each year. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at a Board meeting. The Employee shall be eligible, if warranted in the Board's sole discretion, to receive a salary increase at the conclusion of such evaluation and at any additional time determined by the Board. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. This Agreement will be automatically renewed for an additional one-year term upon a satisfactory evaluation, or if no formal evaluation is performed by the Board, unless terminated in accordance with the provisions of this Agreement;

WHEREAS, the Board recognizes that the Employee has contributed to the turnaround success and stabilization of the District resulting in improved credit agency ratings (3+ notch increase), operating cash and reserves of \$21 million dollars, reduced imported water rates (-14%), improved customer service and satisfaction, improved collaboration and stabilization of relationship with the Metropolitan Water District of Southern California, and improved District governance protocols and operating efficiency;

WHEREAS, the Board has evaluated the performance of the Employee as satisfactory (or better) and based on his performance merits a 5% increase in annual salary.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

Section 4. A. of the Employment Agreement is hereby amended to reflect a salary of Two Hundred Thirty-Six Two Hundred Fifty Thousand Dollars (\$236,250.00) annually.

Section 4. A. of the Employment Agreement is hereby amended as follows:

"A. Salary. The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred Thirty-Six Two Hundred Fifty Thousand Dollars (\$236,250.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive additional annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings and taxes required by law. Any salary adjustments shall be made as set forth in this Agreement and merit-based depending upon Employee's performance evaluation."

Except as otherwise set forth in this Amendment, the Employment Agreement (as the same may be amended by subsequent amendments) shall remain binding, controlling and in full force and effect. This Amendment, together with the Employment Agreement, and all attachments and exhibits thereto, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in said documents.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Employment Agreement to be executed on the date first appearing below.

This First Amendment shall be executed in duplicate original counterparts, each of which, when executed, shall be deemed an original agreement.

Date: December 20, 2021.

EMPLOYEE:

DISTRICT:

Alejandro Rojas, General Manager

Arturo Chacon, Board President

APPROVED AS TO FORM:

Robert Baker, General Counsel

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

Date: January 20, 2022
To: Southeast Water Coalition Administrative Entity
From: Gina Nila, AE Chair, City of Commerce
Kevin Sales, KJServices Environmental Consulting

Subject: SEWC PROGRAM MANAGEMENT EXTENSION

Recommendation: That the Administrative Entity take the following action:

Discussion and possible action on the extension of SEWC's Program Management Contract with KJServices Environmental Consulting.

Background

KJServices Environmental Consulting (KJS) currently provides Program Management Services for SEWC. KJServices' most recent two-year contract was approved by the Policy Board at their June 6, 2019 meeting. The current contract expired June 30, 2021.

Discussion

The AE members need to discuss their options for Program Management Services, including either renewing a contract with KJServices or prepare an RFP to solicit proposals from qualified firms and individuals.

Attachments:

1. Prior Program Management Services RFP.
2. May 16, 2019 SEWC AE meeting staff report.

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

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- 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 Oralía 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

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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



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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

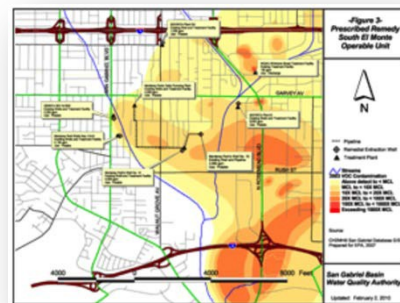
Goal 2: Advocacy and Communications – SEWC will track, develop, coordinate, and communicate input into water policy affecting the SEWC region

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



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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

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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

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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

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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
JOINT POWERS AUTHORITY
AGENDA REPORT**

Date: January 20, 2021
To: Southeast Water Coalition Administrative Entity
From: Gina Nila, AE Chair, City of Commerce
Kevin Sales, KJServices Environmental Consulting

**Subject: RICHARDS, WATSON, AND GERSHON BUDGET REVIEW AND
POTENTIAL ADJUSTMENT**

Recommendation: That the Administrative Entity take the following action:

Discussion and potential action to increase the current annual budget allocation for legal services.

Background

The FY 21/22 SEWC budget has allocated \$10,000 for legal services. To date SEWC's legal firm, Richards, Watson, and Gershon (RWG) has billed \$2,632.50 for FY 21/22. Given RWG's continuing monitoring of the Central Basin MWD on SEWC's behalf along with other legal review activities, the Administrative Entity should discuss the possible need to increase the budget allocation for legal services.

Attachments:

1. RWG Central basin MWD Oversight Expenses report.

RWG Central Basin MWD Oversight Expenses

| | | | Balance |
|------------------------|--------------------|-----------------------|--------------------|
| Date of Invoice | Invoice No. | Invoice Amount | \$10,000.00 |
| 2/10/2021 | 230488 | \$ 97.50 | \$9,902.50 |
| 4/8/2021 | 231286 | \$ 1,950.00 | \$7,952.50 |
| 5/18/2021 | 231825 | \$ 1,040.00 | \$6,912.50 |
| 6/15/2021 | 232175 | \$ 877.50 | \$6,035.00 |
| 7/20/2021 | 232875 | \$ 942.50 | \$5,092.50 |
| 8/11/2021 | 233078 | \$ 942.50 | \$4,150.00 |
| 9/9/2021 | 233463 | \$ 32.50 | \$4,117.50 |
| 10/14/2021 | 233991 | \$ 552.50 | \$3,565.00 |
| 11/9/2021 | 234340 | \$ 130.00 | \$3,435.00 |
| | | \$ 6,565.00 | |

| Budget | Expended | Balance |
|-------------|-------------|-------------|
| \$10,000.00 | \$ 6,565.00 | \$ 3,435.00 |