Southeast Water Coalition
A joint powers authority to protect the Central Groundwater Basin

AGENDA
SOUTHEAST WATER COALITION
REGULAR MEETING OF THE ADMINISTRATIVE ENTITY

City of Vernon
City Hall
4305 S. Santa Fe Avenue
Vernon, CA 90058

THURSDAY, MARCH 16, 2023
11:30 AM

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 JANUARY 19, 2023 REGULAR MEETING**
   Recommendation: Approve minutes as submitted.

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

4. **ASSESSMENT BILLING FOR FY 2022/2023**
   Joanna Moreno, AE Chair, City of Vernon
   Recommendation: That the Administrative Entity take the following action:
   Receive and File an update on the SEWC annual assessment billing for FY 2022 / 2023.

5. **NOTIFICATION AND RESPONSE LEVELS FOR MANGANESE IN DRINKING WATER**
   Joanna Moreno, AE Chair, City of Vernon
   Recommendation: That the Administrative Entity take the following action:
   Receive and File an update on the proposed revisions to the Notification and Response Levels for Manganese in drinking water.

6. **UPDATE ON THE OMEGA (WHITTIER) SUPERFUND SITE CLEANUP**
   Joanna Moreno, AE Chair, City of Vernon
   Recommendation: That the Administrative Entity take the following action:
   Receive and File an update on the activities taking place at the Omega Superfund site located in the City of Whittier.

7. **EXECUTIVE ORDER N-3-23 – WATER DISCHARGES FROM RESERVOIRS**
   Joanna Moreno, AE Chair, City of Vernon
   Recommendation: That the Administrative Entity take the following action:

Receive and File an update on Governor Newsom's Executive Order N-3-23 to temporarily suspend certain wet-year flows from California reservoirs to provide additional groundwater recharge.

8. AVAILABLE PFAS REMEDIATION FUNDING

Joanna Moreno, AE Chair, City of Vernon

Recommendation: That the Administrative Entity take the following action:

At the SEWC Board meeting on February 2, 2023, the City of South Gate's representative, Maria del Pilar Avalos, requested an update on the availability of funding to assist with PFAS remediation projects. The AE members should discuss what funding sources are available in order to provide the Board an update at their April 6, 2023 meeting.

9. SEWC PROGRAM MANAGEMENT SUPPORT

Joanna Moreno, AE Chair, City of Vernon

Recommendation: That the Administrative Entity take the following actions:

Discussion and possible action regarding on-going SEWC's Program Management Support.

10. APRIL 6, 2023 BOARD OF DIRECTORS AGENDA

Kevin Sales, KJServices Environmental Consulting

Recommendation: Consider Draft SEWC JPA Board of Directors Agenda

11. WRITTEN COMMUNICATIONS

12. ADMINISTRATIVE ENTITY MEMBER COMMENTS

On March 13, 2023, the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours and Special meeting agendas may be amended up to 24 hours in advance of the meeting.

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. Please contact City of Vernon Public Utilities Department at least 24 hours in advance of the meeting at (323) 583-8811 ext. 888.

The next meeting of the Southeast Water Coalition Administrative Entity will be on Thursday, May 18, 2023, 11:30am, at Vernon City Hall, 4305 South Santa Fe Ave., Vernon, CA 90058.

MINUTES OF THE

SOUTHEAST WATER COALITION

JOINT POWERS AUTHORITY

REGULAR MEETING OF THE ADMINISTRATIVE ENTITY

THURSDAY, JANUARY 19, 2023
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 3:07 p.m. by AE Chair Joanna Moreno (Vernon). At the time the meeting was called to order a quorum of members were present. Kevin Sales (KJServices Environmental Consulting) called the roll call and the following Administrative Entity members were present:

1. ROLL CALL

Jose Arroyo-Gutierrez	City of Cerritos
Gina Nila	City of Commerce
Andrew Caraveo	City of Commerce
Dan Mueller	City of Downey
Derek Nguyen	City of Lakewood
Sarah Ho	City of Paramount
Chris Castillo	City of South Gate
Joanna Moreno, AE Chair	City of Vernon

Others in Attendance

Kevin Sales	KJServices Environmental Consulting

2. PUBLIC COMMENTS

The AE members discussed the upcoming elections to fill several seats on the Central Basin Municipal Water District, including the Large Users and At-Large seats, the terms of which end at the end of February. Additionally, the At-Large Cities representative seat is also currently empty and the members discussed possible candidates to fill that seat on the District's Board.

3. CONSENT CALENDAR

Derek Nguyen (Lakewood) made a motion to approve the Consent Calendar. The motion was seconded by Gina Nila (Commerce). The AE approved the Consent Calendar as submitted.

4. FISCAL YEAR (FY) 2021 / 2022 SOUTHEAST WATER COALITION (SEWC) AUDIT

Administrative Entity Chair Moreno presented a review of this item.

Per the documents received from SEWC's auditor DavisFarr, the audit for FY 2021 / 2022 has been completed and the following audit documents were presented to the AE members for review:

SEWC FY 2021 / 2022 Financial Statements and the Independent Auditors Report

FY 2021 / 2022 Audit Communication letters

A motion to approve the DavisFarr prepared FY 21/22 audit and submit it to the SEWC Policy Board at their February 2, 2023 meeting was made by Gina Nila and was seconded by Derek Nguyen. The motion was approved unanimously by the AE members.

5. MWD'S REGIONAL DROUGHT EMERGENCY DECLARATION

Chair Moreno presented an overview of the Metropolitan Water District's Drought Emergency Declaration.

Preparing for a fourth consecutive dry year, Metropolitan Water District's Board of Directors has declared a Regional Drought Emergency for all of Southern California and called upon water agencies to immediately reduce their use of all imported supplies.

In adopting the resolution on Tuesday (Dec. 13), Metropolitan's board warned the water-saving call could become mandatory if drought conditions persist in the coming months. By April, Metropolitan will consider allocating supplies to all its 26 member agencies, requiring them to cut their use of imported water or face steep additional fees on water purchased from Metropolitan.

In the face of the large rain amounts received in mid to late December and early January, it is unsure if the WRD will implement the requirements of the Drought Emergency Declaration.

AE Member Dan Mueller (Downey) commented that, during December's large rain events, it seemed odd that many of the State's large reservoirs were discharging water rather than retaining it for use later in the year.

The AE received and filed the report as presented.

6. WATER BOARD'S PROPOSED READOPTION OF THE PROHIBITED WASTEFUL WATER USE EMERGENCY REGULATION FOR WATER CONSERVATION

Chair Moreno presented an overview of this item to the Administrative Entity members.

Previously, on January 4, 2022, the State Water Board adopted an emergency regulation that prohibits certain wasteful water use practices statewide and encourages Californians to monitor their water use more closely while building habits to use water wisely. This requirement went into effect on January 18, 2022, and remains in effect for one year unless the State Water Board renews or rescinds it before then.

Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports."

On December 7, 2022, the State Water Board considered and approved a Resolution readopting the emergency regulation previously adopted in January 2022, ensuring those provisions remain in effect for up to an additional year of continued drought conditions.

The AE received and filed the report as presented.

7. RETURN TO IN-PERSON MEETINGS – AE AND POLICY BOARD

Chair Moreno presented an overview of this item to the Administrative Entity members.

With Governor Newsom's prior announcement of his intent to declare an end to California's COVID-19 emergency on February 28, 2023, both SEWC Policy Board meetings and SEWC AE meetings will be held in-person at the City of Vernon City Hall, per SEWC Resolution 2021-1. Partially virtual meetings can continue to be held as long as they meet the requirements of AB 2449.

As these meetings return to in-person status, the Administrative Entity needed to determine if it wanted to move its meeting time from 3:00 pm on the 3rd Thursday of odd-numbered months back to its pre-remote meeting time of 12 noon on the 3rd Thursday of odd-numbered months. In addition, the AE needs to inquire of the SEWC Board if they want to change their meeting time back to its prior in-person time of 7pm, from its current remote meeting time of 6:30 pm the first Thursday of even-numbered months.

If these time changes are approved by the Board, a new SEWC resolution, 2023-1, will need to be approved.

The new meeting times to be submitted to the Board for approval are:

SEWC Administrative Entity – 12 noon, with lunch at 11:30 AM, the 3rd Thursday of

each odd-numbered month. Meetings to be held in-person at the City of Vernon, City Hall, 4305 South Santa Fe Ave., Vernon, CA 90058.

SEWC Board – 7 PM, with dinner at 6:30 PM, the 1st Thursday of each even-numbered month. Meetings to be held in-person at the City of Vernon, City Hall, 4305 South Santa Fe Ave., Vernon, CA 90058.

A motion to approve the new meeting schedule and submit it to the SEWC Board at their February 2, 2023 meeting was made by Dan Mueller and was seconded by Derek Nguyen. The motion was approved unanimously by the AE members.

8. DROUGHT AND CONSERVATION REPORT – DDW ORDER

AE Chair Moreno provided the members with an update on this item.

The State Water Board hereby orders that community water systems comply with the following directives:

1. Each quarter, submit to the Division the system's Monthly Drought and Conservation Reports containing data for the previous quarter. The first reporting period, for 1Q 2023, is due by April 30, 2023.

2. The contents of the Monthly Drought and Conservation Reports shall consist of responses to the technical questions relating to, among other things, public water systems' sources and supplies, drinking water demand, forecast water shortages, demand reduction measures, and efforts to augment supplies to meet current demand.

3. Public water systems subject to this Order shall submit the Monthly Drought and Conservation Reports using the web-based reporting tool at drought.waterboards.ca.gov, also referred to as the SAFER Clearinghouse.

4. If the Division determines a public water system - including a public water system subject to this Order - is experiencing or is at-risk of experiencing a severe water shortage, the Division may require additional drought reporting submitted on a weekly or monthly basis.

5. Systems are selected for Weekly and/or Monthly Drought Order Reporting using reported data, modeling, and staff experience and expertise. The Division will regularly assess systems for reduced reporting and notify a public water system when such is warranted.

6. If the Division determines a water system is no longer required to submit Weekly and Monthly Drought Order Reports, the water system must still submit Monthly Drought and Conservation Reports on a quarterly basis.

Derek Nguyen stated that the City of Lakewood would be hosting a training session on these reporting requirements and that he would ask the Water Board's Division of Drinking Water (DDR) to participate.

The AE received and filed the report as presented.

9. FEBRUARY 2, 2023 BOARD OF DIRECTORS AGENDA

Kevin Sales, KJServices Environmental Consulting
Recommendation: That the Administrative Entity include the following items on the next SEWC Board meeting agenda.

- Fiscal Year (FY) 2021 / 2022 Southeast Water Coalition (SEWC) Audit
- AB 2449 – New Legislation Regarding Teleconferencing
- Return to In-Person Meetings – AE and Policy Board
- California State Water Boards' Requirements for Monitoring of Per- and Polyfluoroalkyl Substances for Selected Water Purveyors and their Impact on SEWC Cities
- Cities' Representation on the Central Basin Municipal Water District (CBMWD)

10. WRITTEN COMMUNICATIONS

Email dated January 18, 2023 from Central Basin Municipal Water District Director Leticia Vasquez Wilson reminding the SEWC members of the importance of casting ballots for the open CBMWD Board seats.

11. ADMINISTRATIVE ENTITY MEMBER COMMENTS

No comments were received from any Administrative Entity members.

12. ADJOURNMENT

AE Chair Joanna Moreno adjourned the meeting at 4:06 p.m.

_____

CHAIR

ATTEST: _____

Southeast Water Coalition
A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon
Kevin Sales, KJServices Environmental Consulting

Subject: SEWC ASSESSMENT BILLING FOR FY 2022 / 2023

Recommendation: That the Administrative Entity take the following action:

Receive and File an update on the SEWC annual assessment billing for FY 2022 / 2023.

Background
At the June 2, 2022 SEWC Board meeting, the members approved the Fiscal Year 2022 / 2023 budget. As part of this budget, the Policy Board approved a recommendation from the Administrative Entity to apply a $7,000 credit to the normal annual assessment amount of $10,000 per member city, for a FY 22/23 assessment of $3,000.

The City of Vernon has prepared invoices which are being sent out to each city this month. AE members should notify their City's Accounting Department about the SEWC assessment invoices to help avoid any questions or confusion.

Attachments:
None

Southeast Water Coalition
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SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon

Subject: PROPOSED REVISIONS TO NOTIFICATION AND RESPONSE LEVELS FOR MANGANESE IN DRINKING WATER

Recommendation: That the Administrative Entity take the following actions:

Receive and File an update on the proposed revisions to the Notification and Response Levels for Manganese in drinking water.

Background

The State Water Board's Division of Drinking Water (DDW) is proposing a notification level of 20 parts per billion (ppb) or micrograms per liter (mg/l) and a response level of 200 mg/l for manganese. These levels are based on adverse neurotoxicological effects seen in laboratory animals exposed to manganese. DDW derived a health protective concentration (HPC) using several resources; the HPC is based on one specific candidate study.

The current manganese notification and response levels are 0.5 parts per million (ppm) or milligrams per liter (mg/l) and 5.0 mg/l, respectively.

An informational item on the proposed manganese notification and response levels is planned for the State Water Board's March 21, 2023 meeting.

Attachments:

1. Proposed Manganese Notification Level Issuance

PROPOSED

NOTIFICATION LEVEL ISSUANCE

Contaminant(s):	Manganese
Notification Level:	20 micrograms per liter (µg/L)
Response Level:	200 micrograms per liter (µg/L)
Analytical Method:	EPA Methods 200.5, 200.7, and 200.8 Standard Methods 3111B and 3113B
Toxicological Endpoint:	Neurotoxicity in rats

FINDINGS:

1. Health and Safety Code section 116455 provides the State Water Resources Control Board (State Water Board) with the authority to issue notification and response levels for contaminants in drinking water delivered for human consumption before a maximum contaminant level has been set. Pursuant to subdivision (k)(2) of section 116271 of the Health and Safety Code, the Deputy Director of the Division of Drinking Water (DDW) is delegated the State Water Board's authority to issue notification and response levels.

2. Notification levels are nonregulatory, health-based advisory levels for contaminants that are established as precautionary measures for contaminants.

3. Response levels are established in conjunction with notification levels and represent the concentration of a drinking water contaminant at which additional steps, beyond notification, are recommended to reduce public exposure. For contaminants with non-cancer health risks, a level up to 10 times the toxicological endpoint is consistent with an acceptable margin of safety.

4. Information on notification and response levels and their development is available at https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/NotificationLevels.html.

5. Manganese is an essential nutrient and enzyme cofactor that is naturally present in many foods and available as a dietary supplement, but despite its nutritional benefits, adverse health effects can be caused by over-exposure. There is evidence that demonstrates that exposure to manganese at high levels can pose a neurotoxic risk. Young children can be particularly susceptible to adverse effects from manganese exposure because they absorb and retain more manganese than adults.

6. The establishment of notification and response levels does not require public water systems (PWS) to monitor for the contaminant, except when water systems are subject to the recycled water regulations at Title 22, California Code of Regulations, division 4, chapter 3. Some water systems, however, will sample for constituents in addition to those contaminants for which there are MCLs, and if those monitoring results indicate that a notification level has been exceeded, the water system must comply with Health and Safety Code section 116455.

7. In addition to the requirements for notification in section 116455, DDW recommends that a PWS inform its customers and consumers about the presence of the contaminant and any associated health concerns.

8. DDW scientific staff conducted a literature search for human and animal research that studied adverse health effects from manganese exposures specifically by route of ingestion. Based on the potential risk for manganese-induced neurotoxicological effects to bottle-fed infants, the current notification level of 500 µg/L and response level of 5,000 µg/L should be revised downward.

9. DDW scientific staff developed a technical memorandum that derived a health protective concentration (HPC) of 20 µg/L, equivalent to 20 parts per billion (ppb), to serve as the basis for future recommended revisions to the current manganese notification and response levels.

10. On April 7, 2022, DDW made formal request to the Office of Environmental Health Hazard Assessment (OEHHA) to review the technical memorandum and provide comments.

11. On May 3, 2022, OEHHA provided their review, supporting the intermediate approach used to derive the HPC and agreeing with the parameters used in the calculation of the HPC, including use of the Kern et al. (2010) study, the composite uncertainty factor of 1,000, the relative source contribution of 0.2, and the drinking water intake based on infants 0–6 months.

12. In accordance with Health and Safety Code section 116456, DDW posted on its website the proposed manganese notification and response levels, the technical memorandum, and OEHHA's comments on the technical memorandum.

13. On January 27, 2023, DDW provided public notice of proposed revisions to the manganese notification and response levels to 20 µg/L and 200 µg/L, respectively.

14. On March 21, 2023, DDW presented an informational item on the proposed manganese notification and response level revisions during the regularly noticed meeting of the State Water Board.

15. DDW recommends that water systems monitor quarterly any source in which manganese has been detected above the NL.

16. Because manganese may adversely affect infant and/or child development, DDW recommends that a field duplicate be collected for potential sample confirmation (at the time of the original sample collection).

17. When a manganese water quality result in excess of the response level occurs, DDW recommends that the laboratory notify the supplier within 48 hours of receiving the result and analyze the field duplicate or collect and analyze a confirmation sample.

    A. If the average of the two manganese sample results (original sample result and the subsequent sample result) exceeds the RL, report the result to the State Water Board within 48 hours. If the average does not exceed the RL, inform the State Water Board of the results within seven days from the receipt of the original analytical result.

    B. If a system is unable to resample within 48 hours, it should issue a public notice to the consumers in order to avoid exposures to young children and should collect and analyze a confirmation sample within two weeks of notification of the results of the first sample.

Therefore, the Deputy Director of DDW establishes a notification level of 20 µg/L and response level of 200 µg/L for manganese.

Approved:

Darrin Polhemus, P.E. Date
Deputy Director, Division of Drinking Water
State Water Resources Control Board

Southeast Water Coalition
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SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon

Subject: OMEGA CHEMICAL SUPERFUND SITE ACTIVITY UPDATE

Recommendation: That the Administrative Entity take the following actions:

Receive and File an update on the activities taking place at the Omega Superfund site located in the City of Whittier.

Background
On March 31, 2017, the United States District Court for the Central District of California approved and entered the consent decree between the U.S. Environmental Protection Agency (EPA), the Department of Justice, and a group of 66 companies to clean up contaminated groundwater at the Omega Chemical Corporation Superfund Site in Whittier, Calif. The settlement requires the companies to spend an estimated $70 million to install wells and operate a groundwater treatment system. In addition, the parties will reimburse EPA $8 million and the California Department of Toxic Substances Control $70,000 toward costs incurred in those agencies' past cleanup actions at the site.

The groundwater cleanup required by the settlement will protect a vital drinking water source for Los Angeles County and the cleanup of this polluted aquifer is critical since the groundwater in the region has been depleted because of the drought conditions in California. The cleanup will address 200 million cubic yards of contaminated groundwater.

The 66 settling parties will conduct the cleanup work. An additional 171 parties which have either sent waste to the site or operated in the area and contributed to the contamination have also agreed to fund a portion of the work.

Information about the Omega Chemical Corporation Superfund Site

The Omega Chemical Corporation Superfund site ("Omega Superfund site") was placed on the National Priorities List in 1999 and extends from Whittier through Santa Fe Springs and into Norwalk, Calif.

The former Omega Chemical Corporation facility operated from approximately 1976 to 1991 and was across the street from a residential neighborhood and within one mile of several schools. The facility handled drums and bulk loads of industrial waste solvents and chemicals that were processed to form commercial products.

Over the last 20 years, EPA has overseen the removal of more than 2,700 drums as well as more than 9,000 pounds of contaminants from the soil and groundwater. A soil vapor extraction system to address vapor intrusion from the Omega Superfund site has been operating since 2010. A small groundwater pump and treatment system has treated more than 30 million gallons of contaminated groundwater near the Omega Chemical facility since 2009.

More information is available from the Omega Chemical Corporation Superfund site profile sheet.

Information on pollutants and environmental effects

Subsurface soil and groundwater have high concentrations of trichloroethylene (TCE), perchloroethylene (PCE), Freons and other contaminants. Drinking high levels of TCE and PCE for extended periods of time could cause damage to the nervous system, liver and lungs and increase risk of cancer.

Summary of the consent decree

The settlement, in the form of a consent decree, requires the settling parties to implement the cleanup remedy required by EPA's 2011 Record of Decision for three miles of the groundwater plume. The settling parties will also install and sample groundwater monitoring wells to investigate and evaluate the remaining contaminated area at the site to determine what additional remediation is needed.

Attachments:

1. Site Visit Report – February 8, 2023
2. Progress Report January 2023 Operable Unit 2 Omega Chemical Superfund Site

Progress Report
January 2023
Operable Unit 2
Omega Chemical Superfund Site

On behalf of the Settling Work Defendants (SWDs), de maximis is submitting this Monthly Progress Report for January 2023. This report summarizes the Operable Unit 2 (OU-2) project activities completed during the reporting period and describes the anticipated project activities to be conducted during the following eight weeks. The planned submittal timeframe for these monthly reports is on or about the 7th of the month following the reporting period. Any modifications to this target timeframe will be communicated to the United States Environmental Protection Agency (EPA). The OU-2 project activities are being conducted in accordance with the March 31, 2017 Consent Decree and Statement of Work for OU-2 of the Omega Chemical Superfund Site

Administrative Actions

- Conducted routine monthly communication with EPA as required by the Consent Decree to provide an update on project tasks, consistent with messaging to the SWDs.

Key Submittals During the Reporting Period

- January 9: December 2022 Monthly Progress Report
- January 31: Annual Financial Assurance material

OU2 Joint Response Key Task Summary of Activities

Design Program:

- **95% design package:** Work on the system design continues. The 95% package also includes preparation of the performance monitoring plan and the institutional control implementation plan. It is anticipated that the 95% package will also include details on the method for controlling biological growth within the pipeline and treatment system components. A bench study is planned for February 2023 to evaluate biocides and dosing. The results of the study are expected in the April timeframe. The 95% package is estimated for submittal in the second quarter of 2023.

Work Area Monitoring Program:

No activity.

Early Remedial Action:

- **Private Property Easement Work and Early Pipeline Installation**: Work continues and is expected to proceed into February 2023 due to rain delays.
- **1Q 2023 Utility Potholing:** prepare for potholing for remote meter locations and main treatment system utility feeders.
- **1/2Q 2023 Norwalk Hawkins Pipeline Installation**: prepare for installation of this pipeline segment.

- **2Q 2023 Property-wide Demolition:** prepare for property wide demolition; this work will be conducted in spring/summer to minimize weather complications.

Key Permitting, Access, and Encroachment Activities:

- **I-605 Undercrossing -** Review by Cal-Trans is underway; comments are being fielded and resolved as they are received.
- **Los Angeles County Flood Control District (FCD)/ US Army Corps of Engineers (ACOE):** Review of this off-Site application is proceeding well. Review is expected to continue into mid 2023.
- **Industrial Waste Discharge**: Review by the county is underway.

Summary of Testing, Sampling, and Other Data Collected

- Remedial Design Program: No samples were collected in January.
- Work Area Monitoring Program: No samples were collected in January.

Description of Problems or Delays Encountered or Anticipated

- Currently none.

Work Plan and/or Schedule Modifications

- Currently none.

Community Relations Activities

Per the scope of work, EPA has not directed the creation of a Community Relations Plan. SWDs will continue to interact with stakeholders as needed to facilitate planned implementation activities and respond to questions.

Golden State Water Company Discussions

There are no scheduled activities related to this task planned in the next eight weeks. However, the parties are agreeable to identify an opportunity to meet and discuss program status if desired.

1st Quarter 2023 Look-ahead

- Continue work on the 95% design package, including evaluation of biological control methods; continue support for ACOE review of river outfall permitting; continue support for I-605 encroachment permit review; continue support for IWD permit review; continue private property pipeline installation; prepare for utility potholing; prepare for property demolition; prepare for Norwalk/Hawkins pipeline installation.

Department of Toxic Substances Control
Site Visit Report

To:	Laura Radke	**Date(s) of Visit:**	February 8, 2023
From:		**Weather:**	Sunny, 75 degrees

Site/Project Name:	Omega
PCA/SiteCode/WR#:	300223-62/14118
Purpose of Visit:	Field oversight of soil gas sampling, site walk with de maximus personnel (Ed Modiano, Jaime Dinello) and EPA RPM Jason Hermening.

Summary of Activities:

Soil gas sample collection, site walk/OU1,2,3 historical discussion

Personnel Onsite

Laura Radke - DTSC

Ed Modiano, Jaime Dinello- de maximus

Jason Hermening – US EPA

Field Notes/Details:

1110 onsite, met Jason, Ed, and Jaime in front of former Omega Chemical Co.
1130 Site walk past new Kaiser, new location of Fred R. Rippy to historical Rippy property, now owned by PIH and planned for redevelopment.
1145 Observe soil gas sampling activities in AOC. Discuss de maximus past efforts to clean up historical Rippy property, SVE system (now down approximately 5 years) and rebound sampling in an effort to discontinue AOC soil gas sampling. Ed suggests DTSC issue Order to Rippy and we discuss remaining cleanup efforts/cost recovery issues.
1230 Soil gas sampling field techs break for lunch, continue site walk with Ed and Jaime, and Jason. Walk past Tool and Jig, former Merle West, Omega Chemical, and onto property containing groundwater treatment system. Current groundwater remedy is for containment purposes and is limited to first groundwater.
1330 Leave site.

	
1	New site of Fred R. Rippy operations 02/08/2023
	
2	Historical Fred R. Rippy property, now owned by PIH. 02/08/2023

	
3	Soil gas sampling associated with AOC. 02/08/2023
	
4	SVE system(off 5 years) located on historical Fred R. Rippy property, now owned by PIH. 02/08/2023

	
5	Tool & Jig/Former Hardchrome property. 02/08/2023
	
6	Former Merle West property, with carpet visible. 02/08/2023

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SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon
Kevin Sales, KJServices Environmental Consulting

Subject: GOVERNOR NEWSOM'S EXECUTIVE ORDER N-3-23

Recommendation: That the Administrative Entity take the following action:

Receive and File an update on Governor Newsom's Executive Order N-3-23 to temporarily suspend certain wet-year flows from California reservoirs to provide additional groundwater recharge.

Background

On February 13, 2023, Governor Newsom signed Executive Order N-3-23 which temporarily suspends certain wet weather water flows to local rivers and streams as part of the State Water Resources Control Board's *Water Rights Decision 1641*. This temporary suspension will enable a larger percentage of the record-setting rainfall received in January and February 2023 to be available for groundwater recharge rather than supporting wet-year stream flows which ultimately lead to the discharge of substantial amounts of captured rainwater to be discharged to the ocean.

The Order requires that, by April 28, 2023, State water agencies report to the Governor their recommendations as to whether any revisions should be made to this or any of the Governor's previous drought-related executive orders.

At the SEWC Board's last meeting on February 2, 2023, Board Member Martinez of the City of Whittier, requested that the AE report back at the Board's next meeting why so much of the rainfall received during January was reported as being discharged to the ocean. This executive order of Governor Newsom's may provide a portion of the information he requested.

Attachments:

1. Executive Order N-3-23
2. Southern California Water Coalition support letter

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-3-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency due to drought conditions that continue today and exist across California; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and these impacts continue to affect groundwater basins, local water supplies, and ecosystems, resulting in continuing drought in the State; and

WHEREAS the ongoing drought continues to have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS early, substantial rains in October and December 2021 gave way to the driest January-February-March period in over 100 years in California, leading the October 2021 to September 2022 water year to end with statewide precipitation at 76 percent of average, with statewide reservoir storage at 69 percent of average, and with Lake Oroville—the State Water Project's largest reservoir—at 64 percent of average; and

WHEREAS in January 2023, the State experienced one of the wettest three-week periods on record, yielding a snowpack that was at 205 percent of average on February 1, 2023, yet to date February has been drier than average; and

WHEREAS the current snowpack has not reduced stresses upon the State's water resources, including low storage levels, depleted aquifers, and diminished local water supplies; and

WHEREAS the State can expect continued swings between extreme wet and extreme dry periods that can present risks of severe flooding and extreme drought in the same year; and

WHEREAS California must adapt to a hotter, drier future in which a greater share of rain and snowfall during the wetter months will be absorbed by dry soils, consumed by plants, and evaporated into the air, leaving less water for communities, species, and agriculture; and

WHEREAS the frequency of hydrologic extremes experienced in the State is indicative of an overarching need to continually reexamine policies to promote resiliency in a changing climate; and

WHEREAS Californians continue to make progress conserving water, with urban water users conserving 17.1 percent statewide in December 2022 compared to December 2020 and agricultural producers continuing to invest in more efficient irrigation; and

WHEREAS despite this progress, the uncertainty of precipitation during the remainder of the winter and spring, and the potential of dry conditions next

winter and of drought conditions extending to a fifth year, make it necessary for the State to continue water-conservation measures and drought-resilience actions to extend available supplies, protect water reserves, and maintain critical flows for fish and wildlife; and

WHEREAS as directed in "California's Water Supply Strategy: Adapting to a Hotter, Drier Future," the State plans to stretch water supplies by storing, recycling, de-salting, and conserving the water it will need to keep up with the increasing pace of climate change; and

WHEREAS multiple regions of the State, such as the Klamath Basin and the Colorado River system, face severe water shortage conditions, and groundwater basins in the Central Valley continue to be depleted from years of drought and overdraft; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS capturing and storing storm and snowpack runoff underground to recharge aquifers is an important strategy to help regions stabilize water supplies in the face of hydrologic extremes; and

WHEREAS state agencies have created streamlined permitting pathways to enable groundwater recharge that augments natural aquifer recharge, while protecting the environment and other water users, but more opportunities exist to facilitate groundwater recharge; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-10-21 (July 8, 2021) and N-7-22 (March 28, 2022), remain in full force and effect, except as modified by those proclamations and orders and herein. State agencies shall

continue to implement all directions from those proclamations and orders and accelerate implementation where feasible.

2. To maximize the extent to which winter precipitation recharges underground aquifers, the Department of Water Resources, the State Water Resources Control Board (Water Board), and the Department of Fish and Wildlife shall continue to collaborate on expediting permitting of recharge projects and shall work with local water districts to facilitate recharge projects.

3. Paragraph 4 of my State of Emergency Proclamation dated May 10, 2021 and Paragraph 4 of my State of Emergency Proclamation dated July 8, 2021 are withdrawn, and each is replaced with the following text:

   To ensure adequate water supplies for purposes of health, safety, the environment, or drought resilient water supplies, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations in Central Valley Project or State Water Project facilities to: (i) conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, (ii) enhance instream conditions for fish and wildlife, (iii) improve water quality, (iv) protect carry-over storage, (v) ensure minimum health and safety water supplies, or (vi) provide opportunities to maintain or to expand water supplies north and south of the Delta. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For any actions taken pursuant to this paragraph and any approvals granted in furtherance of this paragraph, Water Code Section 13247 and Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken or ongoing under Paragraph 4 of my May 10, 2021 Proclamation or Paragraph 4 of my July 8, 2021 Proclamation.

4. Paragraph 9 of Executive Order N-7-22 is withdrawn and replaced with the following text:

   To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

   a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

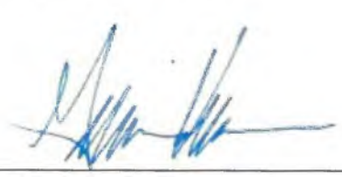
This Paragraph shall not apply to permits for wells (i) that will provide less than two acre-feet per year of groundwater for individual domestic users, (ii) that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code, or (iii) that are replacing existing, currently permitted wells with new wells that will produce an equivalent quantity of water as the well being replaced when the existing well is being replaced because it has been acquired by eminent domain or acquired while under threat of condemnation.

5. No later than April 28, 2023, state agencies shall send me their recommendations for what further actions, if any, are necessary for on-going emergency drought response, and their views on whether any existing provisions in my proclamations and executive orders related to the drought emergency are no longer needed to prepare for and mitigate the effects of the drought conditions.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 13th day of February 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



February 20, 2023

Eileen Sobeck
Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

Dear Ms. Sobeck:

On behalf of the more than 200 Southern California Water Coalition members, I would like to convey my support for Governor Newsom's Executive Order of Feb. 14 (N-3-23) to direct a series of water management actions, including a temporary suspension of a wet-year flow requirement stemming back to 1999 that did not anticipate the extreme weather patterns California is now experiencing. The State Water Resources Control Board adopted this requirement as part of Water Rights Decision 1641, which has maintained water quality conditions in the Sacramento-San Joaquin Delta over the years. It has been supplemented with additional pumping restrictions via the state and federal Endangered Species Acts as well.

The Southern California Water Coalition was created in 1983, in response to drought, to coordinate the activities of cities, counties, special districts, the business community, labor and agriculture interests in the stewardship and protection of Southern California's water supplies. Our members come from Kern, Ventura, Los Angeles, Orange, San Bernardino, Riverside, Imperial and San Diego Counties representing nearly 29 million of our state's 40 million residents.

It is our understanding that before you is a request for a temporary urgency change petition to relieve one requirement of this 1999 regulation that pertains to providing additional flows in February and March. Twenty years ago, California could have high confidence that if the winter started off with a healthy snowpack, some storms would continue throughout the spring to result in an overall wet season. Today we can have no such confidence due to the weather extremes our state is experiencing.

We see this as a common sense, prudent action that will allow California to adapt in the face of the changed climate conditions. Having short intense periods of rain and longer drier and hotter periods is the new normal. It is incumbent on us all to support balanced beneficial uses and time the release of water supplies, including cold water for the environment and fish, to ensure we have the water that is needed for health and safety water for our urban communities, to sustain our economy and farms, and to protect our ecosystems and natural habitats.



While we hope more major storms are still coming and that the Sierra watersheds and river systems will swell with runoff yet again, we cannot count on luck for something as important as a reliable water supply for our state. Temporarily suspending this one requirement, while maintaining all other environmental protections, is a prudent action to support a balance of beneficial uses. We continue to support wet-year flow at a later date to support the wildlife and environment in the Delta. This circumstance exemplifies how we must adapt to our changed weather circumstances that previous decisions simply did not envision. The climate has changed and so must our actions.

Please don't hesitate to contact me if you have any questions regarding our support for the Governor's Executive Order.

Sincerely,

Charles Wilson
Executive Director

cc: Governor Gavin Newsom
Yana Garcia, Secretary for Environmental Protection
Wade Crowfoot, Secretary for Natural Resources
Joaquin Esquivel, Chair, State Water Resources Control Board
Karla Nemeth, Director, Department of Water Resources
Chuck Bonham, Director, Department of Fish and Wildlife

Southeast Water Coalition
A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon
Kevin Sales, KJServices Environmental Consulting

Subject: AVAILABLE PFAS REMEDIATION FUNDING SOURCES

Recommendation: That the Administrative Entity take the following action:

Receive and File an update on the currently available sources of PFAS remediation funding.

Background
At the SEWC Board meeting on February 2, 2023, the City of South Gate's representative, Maria del Pilar Avalos, requested an update on the availability of funding to assist with PFAS remediation projects.

Since 2020 the SEWC AE has held several discussions at its meetings regarding the Water Replenishment District's Safe Drinking Water Program and the availability through it of funds to help with PFAS remediation projects. On September 23, 2021 the first PFAS remediation grant was awarded to Pico Water District. Since then the City of Commerce applied and received funds and both the cities of Downey and South Gate are considering an application under the WRD's program.

Are there other sources of funding available for PFAS remediation that the cities can consider?

Attachments:
None

Southeast Water Coalition
A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT

Date: March 16, 2023
To: Southeast Water Coalition Administrative Entity
From: Joanna Moreno, AE Chair, City of Vernon

Subject: SEWC PROGRAM MANAGEMENT SUPPORT

Recommendation: That the Administrative Entity take the following action:

Discussion and possible action on future Program Administrative Support for SEWC.

Background

KJServices Environmental Consulting (KJS) has provided Program Management Services for SEWC since 2010. KJServices' most recent two-year contract was approved by the Policy Board at their February 2, 2022 meeting for a two-year term retroactive to July 1, 2021. The current contract expired June 30, 2023. KJServices is not able to renew their contract with SEWC given its principal's plan to downsize the firm and retire within the next year.

Discussion

The AE members need to discuss their options for Program Management Services, including either providing these needs in-house among the SEWC members or by preparing an RFP to solicit proposals from qualified firms and individuals.

Attachments:

1. Prior Program Management Services RFP.

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."

R E C I T A L S

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 are 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.)

EXHIBIT A

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, subcontactors, 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.

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:_____ By:_____
Its 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 Oralia Rebollo
City of Commerce

Board Chairman Alex Saab
City of Downey

Board Member Todd Rogers
City of Lakewood

Board Member Leonard Shryock
City of Norwalk

Board Member Tom Hansen
City of Paramount

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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



- 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.

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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

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

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

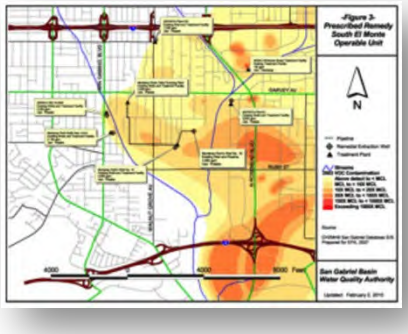
Goal 2: Advocacy and Communications – SEWC will track, develop, coordinate, and communicate input into water policy affecting the SEWC region

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



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

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

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

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

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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.

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