

# The Metropolitan Water District of Southern California

# Agenda

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

## L&C Committee

L. Dick, Chair  
B. Dennstedt, Vice Chair  
R. Atwater  
M. Camacho  
A. Fellow  
S. Goldberg  
T. Phan  
R. Record  
T. Smith  
N. Sutley  
S. Tamaribuchi

## **Legal and Claims Committee**

Meeting with Board of Directors \*

**December 13, 2022**

**8:30 a.m.**

**Tuesday, December 13, 2022  
Meeting Schedule**

**08:30 a.m. L&C  
09:00 a.m. RP&AM  
10:30 a.m. C&L  
12:00 p.m. Sp Exec  
12:30 p.m. Board**

Live streaming is available for all board and committee meetings on [mwdh2o.com](https://mwdh2o.com) ([Click Here](#))

A listen only phone line is also available at 1-877-853-5257; enter meeting ID: 831 5177 2466. Members of the public may present their comments to the Committee on matters within the committee's jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference (833) 548-0276 and enter meeting ID: 815 2066 4276.

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**MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012**

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\* The Metropolitan Water District's meeting of this Committee is noticed as a joint committee meeting with the Board of Directors for the purpose of compliance with the Brown Act. Members of the Board who are not assigned to this Committee may participate as members of the Board, whether or not a quorum of the Board is present. In order to preserve the function of the committee as advisory to the Board, members of the Board who are not assigned to this Committee will not vote on matters before this Committee.

## **1. Opportunity for members of the public to address the committee on matters within the committee's jurisdiction (As required by Gov. Code Section 54954.3(a))**

## **2. MANAGEMENT REPORTS**

- a. General Counsel's report of monthly activities

[\*\*21-1746\*\*](#)

**Attachments:** [12132022 LC 2a Report](#)

**\*\* CONSENT CALENDAR ITEMS -- ACTION \*\***

## **3. CONSENT CALENDAR OTHER ITEMS - ACTION**

- A. Approval of the Minutes of Legal and Claims Committee Meeting held November 8, 2022 (Copies have been submitted to each Director, Any additions, corrections, or omissions) [21-1747](#)

**Attachments:** [12132022 LC 3A Minutes](#)

#### **4. CONSENT CALENDAR ITEMS - ACTION**

- 7-8 Approve amendments to the Metropolitan Water District Administrative Code to conform to current law, practices, and regulations; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [21-1712](#)

**Attachments:** [12132022 LC 7-8 B-L](#)

- 7-9 Authorize an increase of \$100,000, to an amount not to exceed \$500,000, for a contract for legal services with Hanson Bridgett LLP to provide legal advice on deferred compensation plans, other employee benefits, taxes, and CalPERS matters; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [21-1713](#)

**Attachments:** [12132022 LC 7-9 B-L](#)  
[12132022 LC 7-9 Presentation](#)

#### **\*\* END OF CONSENT CALENDAR ITEMS \*\***

#### **5. OTHER BOARD ITEMS - ACTION**

NONE

#### **6. BOARD INFORMATION ITEMS**

NONE

#### **7. COMMITTEE ITEMS**

NONE

#### **8. FOLLOW-UP ITEMS**

NONE

#### **9. FUTURE AGENDA ITEMS**

#### **10. ADJOURNMENT**

**NOTE: This committee reviews items and makes a recommendation for final action to the full Board of Directors. Final action will be taken by the Board of Directors. Agendas for the meeting of the Board of Directors may be obtained from the Board Executive Secretary. This committee will not take any final action that is binding on the Board, even when a quorum of the Board is present.**

**Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.**

**Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.**



## Metropolitan Cases

### ***Orange County Water District v. Northrop Corp., et al.; Northrop Grumman Systems Corp. v. Metropolitan, et al. (Orange County Superior Court)***

On October 27, 2022, the court dismissed this case without prejudice as to Northrop Grumman Systems Corporation and Northrop Corporation (collectively, Northrop), the only remaining defendants in the case. This brings 18 years of litigation to an end.

Orange County Water District (OCWD) originally filed this case in 2004 against multiple industrial defendants for contributing to contamination of the local groundwater basin. The industrial defendants filed cross-claims against Metropolitan alleging its deliveries of Colorado River water contained perchlorate, which contributed to the contamination. The defendants prevailed, and OCWD appealed. The appellate court affirmed that none of the industrial defendants, except Northrop, were liable to OCWD. In 2017, the case was remanded to the trial court. The case was stayed for much of the time since March 2018 to allow for settlement discussions.

After many extensions and a few short periods of discovery, trial was set for August 15, 2022. On August 10, OCWD and Northrop informed the court that they had reached a settlement resolving the matter. On October 12, OCWD asked the court to dismiss the case as to Northrop without prejudice, meaning OCWD could file a new lawsuit in the future if any claims arise. Subsequently, the court dismissed the case without prejudice on October 27. No details of the settlement were shared in the court files or in OCWD's board records.

OCWD is separately participating a related federal Superfund or CERCLA cleanup of the local groundwater basin, an administrative process led by the U.S. Environmental Protection Agency. The Legal Department will continue to monitor this administrative proceeding.

### **2018 Delta Stewardship Council Case**

#### ***North Coast Rivers Alliance, et al. v. Delta Stewardship Council (lead case), Central Delta Water Agency, et al. v. Delta Stewardship Council, Friends of the River, et al. v. Delta Stewardship Council and California Water Impact Network, et al. v. Delta Stewardship Council (Sacramento County Superior Court)***

On November 4, 2022, the trial court denied all of Petitioners' claims in the four consolidated cases challenging the 2018 Delta Plan Amendments and the associated Programmatic Environmental Impact Report (Programmatic EIR). The State Water Contractors and federal contractors Westlands Water District and San Luis and Delta-Mendota Water Authority intervened in the action. Metropolitan's Legal Department assisted in State Water Contractors' merits briefing.

Petitioners challenged the legality of two amendments in 2018 to the Delta Plan as inconsistent with the Delta Reform Act (Act). First, they challenged the Conveyance and Storage Amendment (CSO Amendment) and its recommendation that the state pursue a dual conveyance option for new Delta water conveyance infrastructure that would include one or more new intakes in the north Delta connected to existing State Water Project infrastructure in the south. Second, Petitioners challenged the Delta Plan's performance measures amendment, including the numeric target and achievement date for a long-term average reduction in Delta diversions. The court rejected their arguments that the Act requires substantial reductions in water exports, and ruled that the recommended dual conveyance approach is consistent with the coequal goal for the Delta of reliable water supplies and the statutory reduced reliance policy. Following a previous court of appeal holding in the *Delta Stewardship Council Cases*, the court also rejected Petitioners' argument that performance measures had to be adopted as enforceable regulations. In addition, the court rejected Petitioners' argument that the challenged CSO Amendments and performance measures violated the public trust doctrine.



Similarly, the court rejected Petitioners' numerous CEQA challenges to the Program EIR, including allegations that the Program EIR was required to study an alternative with drastic cuts in water exports and that the existing conditions environmental baseline should have excluded existing State Water Project and Central Valley Project operations.

In denying Petitioners' claims, the court expressly found that it made no ruling on the scope of the Council's authority over water exports, which was not before the court.

Appeals are anticipated once final judgments have been entered.

### **DCP Validation Case**

#### ***Sierra Club v. Cal. Dept. of Water Resources (consolidated with Department of Water Resources v. All Persons Interested, etc.) (Sacramento County Superior Court)***

On November 7, 2022, the court denied the Sierra Club's motion for a new trial and for summary judgment on one of its CEQA theories. At a hearing on November 18, the court denied Sierra Club's motion for reconsideration and summary judgment on a second CEQA theory and denied the Howard Jarvis Taxpayers Association's motion for summary adjudication regarding the scope of any future judgment in the Department of Water Resources' (DWR's) favor.

All three rulings are significant wins for DWR and help narrow the merits briefing. In addition, after several hours of oral argument, on November 18, the court took under submission DWR's motion for summary adjudication of various Delta Reform Act and public trust doctrine affirmative defenses and North Coast Rivers Alliance's cross-motion for summary judgment.

These two cases concern the DWR's adoption of bond resolutions authorizing issuance of revenue bonds to finance environmental review, planning, design, and, if a project is approved, construction of a new Delta conveyance facility. DWR filed a case seeking a judgment declaring the bonds to be valid known as the validation action, and Sierra Club and others filed a case alleging various violations of CEQA. The cases were consolidated for all purposes.

As reported, in January 2022, the trial court granted DWR's motion for summary judgment in the Sierra Club case and its motion for summary adjudication of the CEQA affirmative defenses in the validation action. Shortly after, the judge was elevated to the Court of Appeal, and a new judge was assigned last spring.

In August, Sierra Club moved for a new trial on the prior judge's ruling in DWR's favor on one of Sierra Club's CEQA claims, seeking summary judgment in its favor based on its argument that a provision in CEQA required DWR to certify a final Environmental Impact Report (EIR) for the Delta Conveyance Project (DCP) before it could lawfully adopt the bond resolutions. Sierra Club also moved for reconsideration of the prior judge's ruling in DWR's favor based on new facts disclosed in DWR's Draft EIR published on July 27, 2022, arguing that the bond resolutions unlawfully narrowed the range of alternatives to be studied in the EIR. Concurrently, DWR moved for summary adjudication to eliminate various Delta Reform Act and public trust doctrine affirmative defenses, North Coast Rivers Alliance (NCRA) cross-moved for summary judgment on those defenses, and the Howard Jarvis Taxpayers Association moved for summary adjudication seeking a ruling that the issue whether future taxes used to repay any bonds issued per the bond resolutions are subject to Prop 13 is outside the scope of DWR's validation complaint and could not be included in any judgment affirming the validity of the bonds.

Metropolitan and other supporting water contractors joined DWR's motion and its opposition briefs. Although Metropolitan has retained special counsel to assist, the Legal Department has performed the majority of the work representing Metropolitan to date.

#### ***Reese v. Metropolitan (Riverside County Superior Court)***

On October 31, 2022, employee Darren Reese filed an employment lawsuit against Metropolitan in Riverside County Superior Court. The complaint was served on Metropolitan on November 14. The complaint alleges six causes of action under the California Fair Employment and Housing Act: race discrimination; race harassment; gender discrimination; gender harassment; retaliation; and failure to prevent harassment, discrimination, and retaliation. Plaintiff alleges that he was harassed and discriminated against based on his race and



gender, he was retaliated against because of his complaints, and Metropolitan failed to take reasonable steps to prevent these occurrences. Metropolitan's answer or other responsive pleading is due on December 14, 2022. The law firm Seyfarth Shaw LLP is representing Metropolitan in the lawsuit, in conjunction with the Legal Department.

***Rick Faith v. Metropolitan, All Persons Interested, etc. (Los Angeles Superior Court)***

On October 14, 2022, an individual property owner from Orange County, Rick Faith, filed a reverse validation action alleging Metropolitan's ad valorem property taxes for fiscal year 2022/23 are invalid pursuant to the constitutional provisions added by Propositions 13, 26, and 218. Plaintiff alleges

Metropolitan does not have authority to collect the taxes to pay the State Water Project expenses.

A validation or reverse validation action requires a validation summons be issued and published, as approved by the court. On November 17, plaintiff sought approval of its proposed validation summons for publication via an *ex parte* application in Department 15. Metropolitan filed an opposition and made a special appearance to oppose the application, because it had not yet been served with the complaint. The judge was unavailable in Department 15 and the matter was sent to another court which considered and denied Plaintiff's application without hearing any oral argument.

Plaintiff served a copy of the complaint on Metropolitan on November 21, 2022.

## Matters Received

<u>Category</u>	<u>Received</u>	<u>Description</u>				
Action in which MWD is a party	2	Complaint in Validation in which Plaintiffs seek to invalidate MWD's action on August 16, 2022 adopting Resolution 9317 levying ad valorem property taxes for the fiscal year July 1, 2022 to June 30, 2023. filed in Los Angeles County Superior Court, in the case <i>Rick Faith v. MWD</i> , Case No. 22STCV33585 (See detailed summary above)  Complaint for Damages (1) Race Discrimination, (2) Race Harassment, (3) Gender Discrimination, (4) Gender Harassment, (5) Retaliation in Violation of FEHA, and (6) Failure to Prevent Harassment, Discrimination and Retaliation, filed in Riverside County Superior Court, in the case <i>Darren A. Reese v. MWD</i> , Case No. CVPS2204312 (See detailed summary above)				
Government Code Claims	2	Claims relating to: (1) a trip and fall from a utility vault cover in the City of Los Angeles; and (2) an accident involving an MWD vehicle and several passengers in the other vehicle				
Subpoenas	1	Civil Subpoena for Personal Appearance and Production of Documents, Electronically Stored Information, and Things at Trial or Hearing seeking an employee's payroll records in a matter unrelated to MWD				
Requests Pursuant to the Public Records Act	10	<table><tr><th><u>Requestor</u></th><th><u>Documents Requested</u></th></tr><tr><td>Agri-Pulse Communications</td><td>Emails sent or received between September 1, 2022 to present by Bill Hasencamp relating to water shortages in the Colorado Basin, water use reduction plan for 2023, and 2023 operations for Lake Mead and Lake Powell</td></tr></table>	<u>Requestor</u>	<u>Documents Requested</u>	Agri-Pulse Communications	Emails sent or received between September 1, 2022 to present by Bill Hasencamp relating to water shortages in the Colorado Basin, water use reduction plan for 2023, and 2023 operations for Lake Mead and Lake Powell
<u>Requestor</u>	<u>Documents Requested</u>					
Agri-Pulse Communications	Emails sent or received between September 1, 2022 to present by Bill Hasencamp relating to water shortages in the Colorado Basin, water use reduction plan for 2023, and 2023 operations for Lake Mead and Lake Powell					

Date of Report: December 6, 2022



<u>Requestor</u>	<u>Documents Requested</u>
Center for Contract Compliance	Contract documents for landscape maintenance and tree trimming services at La Verne
Inter-Con Security Systems	Winning proposal for security services for MWD's facilities
LOR Geotechnical Group	Environmental assessment reports relating to the Inland Feeder Project at the Moreno Valley drill site
Midland Park Water Trust	Documents relating to MWD's grant to the city of Compton involving the property at Midland Park Water Trust Tract No. 4828
Moss & Associates	Appraisals and leases for telecom tower sites at MWD facilities at Lake Mathews and Yorba Linda
Pomona Public Works Department, Engineering Division	Facilities location maps/as-builts for MWD facilities within the city of Pomona's Capital Improvement Project for ADA Curb Ramps and Path of Travel
Private Citizen	Correspondence and public comments from the Board of Directors, MWD managers, and other agencies regarding MWD's turf replacement program
San Diego County Office of Audits and Advisory Services	MWD audited financial statements for year ended June 30, 2022
SmartProcure	Purchase order data including purchase order number, purchase order date, line item details, line item quantity, line item price, vendor information from August 22, 2022 to current



#### PLEASE NOTE

- ADDITIONS ONLY IN THE FOLLOWING TWO TABLES WILL BE SHOWN IN RED.
- ANY CHANGE TO THE *OUTSIDE COUNSEL AGREEMENTS* TABLE WILL BE SHOWN IN REDLINE FORM (I.E., ADDITIONS, REVISIONS, DELETIONS).





## Bay-Delta and SWP Litigation

### Consolidated DCP Revenue Bond Validation Action and CEQA Case

*Sierra Club, et al. v. California Department of Water Resources* (CEQA, designated as lead case)

*DWR v. All Persons Interested* (Validation)

Sacramento County Superior Ct.  
(Judge Kenneth C. Mennemeier)

#### • Validation Action

- Metropolitan, Mojave Water Agency, Coachella Valley Water District, and Santa Clarita Valley Water Agency have filed answers in support
- Kern County Water Agency, Tulare Lake Basin Water Storage District, Oak Flat Water District, County of Kings, Kern Member Units & Dudley Ridge Water District, and City of Yuba City filed answers in opposition
- North Coast Rivers Alliance et al., Howard Jarvis Taxpayers Association, Sierra Club et al., County of Sacramento & Sacramento County Water Agency, CWIN et al., Clarksburg Fire Protection District, Delta Legacy Communities, Inc, and South Delta Water Agency & Central Delta Water Agency have filed answers in opposition
- Case ordered consolidated with the DCP Revenue Bond CEQA Case for pre-trial and trial purposes and assigned to Judge Earl for all purposes
- DWR's motions for summary judgment re CEQA affirmative defenses granted; cross-motions by opponents denied
- August 25, 2022 North Coast Rivers Alliance filed motion for summary judgment on Delta Reform Act and public trust doctrine affirmative defenses; DWR filed motion for summary adjudication of all Delta Reform Act and public trust doctrine affirmative defenses; Metropolitan and other supporting water contractors joined DWR's motion; Howard Jarvis Taxpayers Assn. filed motion for summary adjudication on scope of DWR's complaint re Prop 13 applicability to future taxes that may be adopted to repay bonds
- Nov. 18, 2022 Hearing on dispositive motions
- [Howard Jarvis Taxpayers Assn.'s motion for summary adjudication denied](#)
- [Ruling on NCRA's and DWR's cross-motions re Delta Reform Act and public trust doctrine affirmative defenses pending](#)
- Dec. 9, 2022 Case Management Conference





	<ul style="list-style-type: none"> <li>• <b>CEQA Case</b> <ul style="list-style-type: none"> <li>• Sierra Club, Center for Biological Diversity, Planning and Conservation League, Restore the Delta, and Friends of Stone Lakes National Wildlife Refuge filed a standalone CEQA lawsuit challenging DWR's adoption of the bond resolutions</li> <li>• Alleges DWR violated CEQA by adopting bond resolutions before certifying a Final EIR for the Delta Conveyance Project</li> <li>• Cases ordered consolidated for all purposes</li> <li>• DWR's motion for summary judgment granted; Sierra Club's motion denied</li> <li>• Aug. 23, 2022 Sierra Club filed motion for new trial or reconsideration on prior dismissal of its CEQA case and seeking entry of summary judgment in its favor</li> <li>• <a href="#">Nov. 4, 2022 hearing on motion for new trial re CEQA</a></li> <li>• <a href="#">Nov. 7, 2022 motion for new trial denied</a></li> <li>• Nov. 18, 2022 hearing on motion for reconsideration re CEQA <a href="#">and ruling denying motion for reconsideration</a></li> <li>• Dec. 9, 2022 case management conference</li> </ul> </li> </ul>
Subject	Status
<p><b>SWP-CVP 2019 BiOp Cases</b></p> <p><i>Pacific Coast Fed'n of Fishermen's Ass'ns, et al. v. Raimondo, et al. (PCFFA)</i></p> <p><i>Calif. Natural Resources Agency, et al. v. Raimondo, et al. (CNRA)</i></p> <p>Federal District Court, Eastern Dist. of California, Fresno Division (Judge Thurston)</p>	<ul style="list-style-type: none"> <li>• SWC intervened in both <i>PCFFA</i> and <i>CNRA</i> cases</li> <li>• Briefing on federal defendants' motion to dismiss CNRA's California ESA claim is complete; no hearing date set and may be decided on the papers</li> <li>• Federal defendants circulated administrative records for each of the BiOps</li> <li>• December 18, 2020 PCFFA and CNRA filed motions to complete the administrative records or to consider extra-record evidence in the alternative</li> <li>• Federal defendants reinitiated consultation on Oct 1, 2021</li> <li>• On Nov. 8, 2021, Federal Defendants and PCFFA plaintiffs stipulated to inclusion of certain records in the Administrative Records and to defer further briefing on the matter until July 1, 2022</li> </ul>



- On Nov. 12, 2021, SWC filed a motion to amend its pleading to assert cross-claims against the federal defendants for violations of the ESA, NEPA and WIIN Act; Court has yet to set a hearing date
- November 23, 2021, Federal Defendants filed a motion for voluntary remand of the 2019 Biological Opinions and NEPA Record of Decision and requesting that the Court issue an order approving an Interim Operations Plan through September 30, 2022; that the cases be stayed for the same time period; and that the Court retain jurisdiction during the pendency of the remand. State Plaintiffs filed a motion for injunctive relief seeking judicial approval of the Interim Operations Plan.
- December 16, 2021 – NGO Plaintiffs filed a motion for preliminary injunction related to interim operations
- Motions fully briefed as of Jan. 24, 2022
- Hearing on motions held Feb. 11, 2022
- District court (1) approved the State and Federal Government's Interim Operations Plan (IOP) through September 30, 2022; (2) approved the federal defendants' request for a stay of the litigation through September 30, 2022; (3) remanded the BiOps without invalidating them for reinitiated consultation with the 2019 BiOps in place; (4) denied PCFFA's alternative request for injunctive relief; and (5) by ruling on other grounds, denied the state plaintiffs' motion for injunctive relief and the federal defendants' request for equitable relief
- September 30, 2022, Federal Defendants and State Plaintiffs filed a joint status report: 1) describing the status of the reinitiated CVP and SWP consultation; 2) recommending a plan for interim CVP and SWP operations to govern for the 2023 water year or some other interval of time, if consultation remains ongoing; and 3) requesting a continued stay or other path forward in the litigation
- [PCFFA et al. proposed an alternative 2023 interim operations plan](#)



	<ul style="list-style-type: none"> <li><a href="#"><u>December 22, 2022 conclusion of briefing re 2023 interim operations plan and potential stay</u></a></li> </ul>
<p><b>CESA Incidental Take Permit Cases</b></p> <p><b>Coordinated Case Name <i>CDWR Water Operations Cases, JCCP 5117</i> (Coordination Trial Judge Gevercer)</b></p> <p><i>Metropolitan &amp; Mojave Water Agency v. Calif. Dept. of Fish &amp; Wildlife, et al.</i> (CESA/CEQA/Breach of Contract)</p> <p><i>State Water Contractors &amp; Kern County Water Agency v. Calif. Dept. of Fish &amp; Wildlife, et al.</i> (CESA/CEQA)</p> <p><i>Tehama-Colusa Canal Auth., et al. v. Calif. Dept. of Water Resources</i> (CEQA)</p> <p><i>San Bernardino Valley Municipal Water Dist. v. Calif. Dept. of Water Resources, et al.</i> (CEQA/CESA/ Breach of Contract/Takings)</p> <p><i>Sierra Club, et al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust)</p> <p><i>North Coast Rivers Alliance, et al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust)</p> <p><i>Central Delta Water Agency, et. al. v. Calif. Dept. of Water Resources</i> (CEQA/Delta Reform Act/Public Trust/ Delta Protection Acts/Area of Origin)</p> <p><i>San Francisco Baykeeper, et al. v. Calif. Dept. of Water Resources, et al.</i> (CEQA/CESA)</p>	<ul style="list-style-type: none"> <li>All 8 cases ordered coordinated in Sacramento County Superior Court</li> <li>Stay on discovery issued until coordination trial judge orders otherwise</li> <li>All four Fresno cases transferred to Sacramento to be heard with the four other coordinated cases</li> <li>SWC and Metropolitan have submitted Public Records Act requests seeking administrative record materials and other relevant information</li> <li>Answers filed in the three cases filed by State Water Contractors, including Metropolitan's</li> <li>Draft administrative records produced on Sept. 16, 2021</li> <li>Certified administrative records lodged March 4, 2022</li> <li>State Water Contractors et al. granted leave to intervene in Sierra Club, North Coast Rivers Alliance, Central Delta Water Agency, and San Francisco Baykeeper cases by stipulation</li> <li>Sept. 9, 2022 fifth Case Management Conference</li> <li>Sept. 9, 2022 Court ordered DWR and CDFW to produce privilege logs to the State Water Contractors et al. by Sept. 30, 2022 showing the basis for withholding hundreds of records from the administrative records on the deliberative process and official information privileges, then meet and confer; State Water Contractors et al. may renew their motion to augment if disputes remain</li> <li>Sept. 29, 2022 State Water Contractors, et al.'s motion to intervene as petitioners in the <i>Tehama-Colusa Canal Auth., et al. v. Calif. Dept. of Water Resources</i> CEQA case denied without prejudice to re-filing a motion to intervene as respondents</li> </ul>



<p><b>CDWR Environmental Impact Cases</b> <b>Sacramento Superior Ct. Case No. JCCP 4942,</b> <b>3d DCA Case No. C091771</b> <b>(20 Coordinated Cases)</b></p> <p>Validation Action <i>DWR v. All Persons Interested</i></p> <p>CEQA 17 cases</p> <p>CESA/Incidental Take Permit 2 cases</p> <p>(Judge TBD)</p>	<ul style="list-style-type: none"> <li>• Cases dismissed after DWR rescinded project approval, bond resolutions, decertified the EIR, and CDFW rescinded the CESA incidental take permit</li> <li>• January 10, 2020 – Nine motions for attorneys’ fees and costs denied in their entirety</li> <li>• Parties have appealed attorneys’ fees and costs rulings</li> <li>• May 11, 2022, court of appeal reversed the trial court’s denial of attorney fees and costs in an unpublished opinion</li> <li>• Opinion ordered published</li> <li>• Coordinated cases remitted to trial court for re-hearing of fee motions consistent with the court of appeal’s opinion</li> </ul>
<p><b>COA Addendum/ No-Harm Agreement</b></p> <p><i>North Coast Rivers Alliance v. DWR</i> Sacramento County Superior Ct. (Judge Gevercer)</p>	<ul style="list-style-type: none"> <li>• Plaintiffs allege violations of CEQA, Delta Reform Act &amp; public trust doctrine</li> <li>• USBR Statement of Non-Waiver of Sovereign Immunity filed September 2019</li> <li>• Westlands Water District and North Delta Water Agency granted leave to intervene</li> <li>• Metropolitan &amp; SWC monitoring</li> <li>• Deadline to prepare administrative record extended to Nov. 18, 2022</li> </ul>
<p><b>Delta Plan Amendments and Program EIR</b> 4 Consolidated Cases Sacramento County Superior Ct. (Judge Gevercer )</p> <p><i>North Coast Rivers Alliance, et al. v. Delta Stewardship Council</i> (lead case)</p> <p><i>Central Delta Water Agency, et al. v. Delta Stewardship Council</i></p> <p><i>Friends of the River, et al. v. Delta Stewardship Council</i></p> <p><i>California Water Impact Network, et al. v. Delta Stewardship Council</i></p>	<ul style="list-style-type: none"> <li>• Cases challenge, among other things, the Delta Plan Updates recommending dual conveyance as the best means to update the SWP Delta conveyance infrastructure to further the coequal goals</li> <li>• Allegations relating to “Delta pool” water rights theory and public trust doctrine raise concerns for SWP and CVP water supplies</li> <li>• Cases consolidated for pre-trial and trial under <i>North Coast Rivers Alliance v. Delta Stewardship Council</i></li> <li>• SWC granted leave to intervene</li> <li>• Metropolitan supports SWC</li> </ul> <p><b>2018 Cases</b></p> <ul style="list-style-type: none"> <li>• <u>Nov. 7, 2022 court ruled in favor of Delta Stewardship Council on all claims; final judgments pending</u></li> </ul>



<p><b>SWP Contract Extension Validation Action</b> Court of Appeal for the Third App. Dist. Case No. C096316</p> <p><i>DWR v. All Persons Interested in the Matter, etc.</i></p>	<ul style="list-style-type: none"><li>• DWR seeks a judgment that the Contract Extension amendments to the State Water Contracts are lawful</li><li>• Metropolitan and 7 other SWCs filed answers in support of validity to become parties</li><li>• Jan. 5-7, 2022 Hearing on the merits held with CEQA cases, below</li><li>• Final statement of decision in DWR's favor filed March 9, 2022</li><li>• Final judgment entered and served</li><li>• C-WIN et al., County of San Joaquin et al. and North Coast Rivers Alliance et al. filed notices of appeal</li><li>• <u>Parties have filed stipulation to consolidate the three appeals and set a briefing schedule</u></li></ul>
<p><b>SWP Contract Extension CEQA Cases</b> Court of Appeal for the Third App. Dist. Case Nos. C096384 &amp; C096304</p> <p><i>North Coast Rivers Alliance, et al. v. DWR</i> <i>Planning &amp; Conservation League, et al. v. DWR</i></p>	<ul style="list-style-type: none"><li>• Petitions for writ of mandate alleging CEQA and Delta Reform Act violations filed on January 8 &amp; 10, 2019</li><li>• Deemed related to DWR's Contract Extension Validation Action and assigned to Judge Culhane</li><li>• Administrative Record completed</li><li>• DWR filed its answers on September 28, 2020</li><li>• Metropolitan, Kern County Water Agency and Coachella Valley Water District have intervened and filed answers in the two CEQA cases</li><li>• Final statement of decision in DWR's favor denying the writs of mandate filed March 9, 2022</li><li>• Final judgments entered and served</li><li>• North Coast Rivers Alliance et al. and PCL et al. filed notices of appeal</li><li>• <u>Parties have filed stipulation to consolidate the three appeals and set a briefing schedule</u></li></ul>



<p><b>Delta Conveyance Project Soil Exploration Cases</b></p> <p><i>Central Delta Water Agency, et al. v. DWR</i> Sacramento County Superior Ct. (Judge Chang)</p> <p><i>Central Delta Water Agency, et al. v.. DWR (II)</i>, Sacramento County Super. Ct. (Judge Acquisto)</p>	<ul style="list-style-type: none"> <li>• Original case filed August 10, 2020; new case challenging the second addendum to the CEQA document filed Aug. 1, 2022</li> <li>• Plaintiffs Central Delta Water Agency, South Delta Water Agency and Local Agencies of the North Delta</li> <li>• One cause of action alleging that DWR's adoption of an Initial Study/Mitigated Negative Declaration (IS/MND) for soil explorations needed for the Delta Conveyance Project violates CEQA</li> <li>• March 24, 2021 Second Amended Petition filed to add allegation that DWR's addendum re changes in locations and depths of certain borings violates CEQA</li> <li>• DWR's petition to add the 2020 CEQA case to the <i>Department of Water Resources Cases</i>, JCCP 4594, San Joaquin County Superior Court denied</li> <li>• Hearing on the merits held Oct.13, 2022</li> <li>• <a href="#"><u>Dec. 2, 2022 ruling on the merits granting the petition with respect to two mitigation measures and denying on all other grounds</u></a></li> </ul>
<p><b>Water Management Tools Contract Amendment</b></p> <p><i>California Water Impact Network et al. v. DWR</i> Sacramento County Superior Ct. (Judge Aquisto)</p> <p><i>North Coast Rivers Alliance, et al. v. DWR</i> Sacramento County Super. Ct. (Judge Aquisto)</p>	<ul style="list-style-type: none"> <li>• Filed September 28, 2020</li> <li>• CWIN and Aqualliance allege one cause of action for violation of CEQA</li> <li>• NCRA et al. allege four causes of action for violations of CEQA, the Delta Reform Act, Public Trust Doctrine and seeking declaratory relief</li> <li>• Parties have stipulated to production of a draft administrative record by April 1, 2022 and to a timeline to attempt to resolve any disputes over the contents</li> <li>• SWC motion to intervene in both cases granted</li> </ul>



### San Diego County Water Authority v. Metropolitan, et al.

Cases	Date	Status
<b>2010, 2012</b>	Aug. 13-14, 2020	Final judgment and writ issued. Transmitted to the Board on August 17.
	Sept. 11	Metropolitan filed notice of appeal of judgment and writ.
	Jan. 13, 2021	Court issued order finding SDCWA is the prevailing party on the Exchange Agreement, entitled to attorneys' fees and costs under the contract.
	Feb. 10	Court issued order awarding SDCWA statutory costs, granting SDCWA's and denying Metropolitan's related motions.
	Feb. 16	Per SDCWA's request, Metropolitan paid contract damages in 2010-2012 cases judgment and interest. Metropolitan made same payment in Feb. 2019, which SDCWA rejected.
	Feb. 25	Metropolitan filed notice of appeal of Jan. 13 (prevailing party on Exchange Agreement) and Feb. 10 (statutory costs) orders.
	Sept. 21	Court of Appeal issued opinion on Metropolitan's appeal regarding final judgment and writ, holding: (1) the court's 2017 decision invalidating allocation of Water Stewardship Rate costs to transportation in the Exchange Agreement price and wheeling rate applied not only to 2011-2014, but also 2015 forward; (2) no relief is required to cure the judgment's omission of the court's 2017 decision that allocation of State Water Project costs to transportation is lawful; and (3) the writ is proper and applies to 2015 forward.
	Mar. 17, 2022	Court of Appeal unpublished decision affirming orders determining SDCWA is the prevailing party in the Exchange Agreement and statutory costs.
	Mar. 21	Metropolitan paid SDCWA \$14,296,864.99 for attorneys' fees and \$352,247.79 for costs, including interest.
	July 27	Metropolitan paid SDCWA \$411,888.36 for attorneys' fees on appeals of post-remand orders.
<b>2014, 2016</b>	Aug. 28, 2020	SDCWA served first amended (2014) and second amended (2016) petitions/complaints.
	Sept. 28	Metropolitan filed demurrers and motions to strike portions of the amended petitions/complaints.





Cases	Date	Status
<b>2014, 2016 (cont.)</b>	Sept. 28-29	Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed joinders to the demurrers and motions to strike.
	Feb. 16, 2021	Court issued order denying Metropolitan's demurrers and motions to strike, allowing SDCWA to retain contested allegations in amended petitions/complaints.
	March 22	Metropolitan filed answers to the amended petitions/complaints and cross-complaints against SDCWA for declaratory relief and reformation, in the 2014, 2016 cases.
	March 22-23	Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed answers to the amended petitions/complaints in the 2014, 2016 cases.
	April 23	SDCWA filed answers to Metropolitan's cross-complaints.
	Sept. 30	Based on the Court of Appeal's Sept. 21 opinion (described above), and the Board's Sept. 28 authorization, Metropolitan paid \$35,871,153.70 to SDCWA for 2015-2017 Water Stewardship Rate charges under the Exchange Agreement and statutory interest.
<b>2017</b>	July 23, 2020	Dismissal without prejudice entered.
<b>2018</b>	July 28, 2020	Parties filed a stipulation and application to designate the case complex and related to the 2010-2017 cases, and to assign the case to Judge Massullo's court.
	Nov. 13	Court ordered case complex and assigned to Judge Massullo's court.
	April 21, 2021	SDCWA filed second amended petition/complaint.
	May 25	Metropolitan filed motion to strike portions of the second amended petition/complaint.
	May 25-26	Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed joinders to the motion to strike.



Cases	Date	Status
<b>2018 (cont.)</b>	July 19	Court issued order denying Metropolitan's motion to strike portions of the second amended petition/complaint.
	July 29	Metropolitan filed answer to the second amended petition/complaint and cross-complaint against SDCWA for declaratory relief and reformation.
	July 29	Member agencies City of Torrance, Eastern Municipal Water District, Foothill Municipal Water District, Las Virgenes Municipal Water District, Three Valleys Municipal Water District, Municipal Water District of Orange County, West Basin Municipal Water District, and Western Municipal Water District filed answers to the second amended petition/complaint.
	Aug. 31	SDCWA filed answer to Metropolitan's cross-complaint.
	April 11, 2022	Court entered order of voluntary dismissal of parties' WaterFix claims and cross-claims.
<b>2014, 2016, 2018</b>	June 11, 2021	Deposition of non-party witness.
	Aug. 25	Hearing on Metropolitan's motion for further protective order regarding deposition of non-party witness.
	Aug. 25	Court issued order consolidating the 2014, 2016, and 2018 cases for all purposes, including trial.
	Aug. 30	Court issued order granting Metropolitan's motion for a further protective order regarding deposition of non-party witness.
	Aug. 31	SDCWA filed consolidated answer to Metropolitan's cross-complaints in the 2014, 2016, and 2018 cases.
	Oct. 27	Parties submitted to the court a joint stipulation and proposed order staying discovery through Dec. 8 and resetting pre-trial deadlines.
	Oct. 29	Court issued order staying discovery through Dec. 8 and resetting pre-trial deadlines, while the parties discuss the prospect of settling some or all remaining claims and crossclaims.
	Jan. 12, 2022	Case Management Conference. Court ordered a 35-day case stay to allow the parties to focus on settlement negotiations, with weekly written check-ins with the court; and directed the parties to meet and confer regarding discovery and deadlines.
	Feb. 22	Court issued order resetting pre-trial deadlines as proposed by the parties.
	Feb. 22	Metropolitan and SDCWA each filed motions for summary adjudication.



Cases	Date	Status
<b>2014, 2016, 2018 (cont.)</b>	April 13	Hearing on Metropolitan's and SDCWA's motions for summary adjudication.
	April 18	Parties filed supplemental briefs regarding their respective motions for summary adjudication, as directed by the court.
	April 18	Court issued order resetting pre-trial deadlines as proposed by the parties.
	April 29	Parties filed pre-trial briefs.
	April 29	Metropolitan filed motions in limine.
	May 4	Court issued order granting Metropolitan's motion for summary adjudication on cross-claim for declaratory relief that the conveyance facility owner, Metropolitan, determines fair compensation, including any offsetting benefits; and denying its motion on certain other cross-claims and an affirmative defense.
	May 11	Court issued order granting SDCWA's motion for summary adjudication on cross-claim for declaratory relief in the 2018 case regarding lawfulness of the Water Stewardship Rate's inclusion in the wheeling rate and transportation rates in 2019-2020; certain cross-claims and affirmative defenses on the ground that Metropolitan has a duty to charge no more than fair compensation, which includes reasonable credit for any offsetting benefits, with the court also stating that whether that duty arose and whether Metropolitan breached that duty are issues to be resolved at trial; affirmative defenses that SDCWA's claims are untimely and SDCWA has not satisfied claims presentation requirements; affirmative defense in the 2018 case that SDCWA has not satisfied contract dispute resolution requirements; claim, cross-claims, and affirmative defenses regarding applicability of Proposition 26, finding that Proposition 26 applies to Metropolitan's rates and charges, with the court also stating that whether Metropolitan violated Proposition 26 is a separate issue; and cross-claims and affirmative defenses regarding applicability of Government Code section 54999.7, finding that section 54999.7 applies to Metropolitan's rates. Court denied SDCWA's motion on certain other cross-claims and affirmative defenses.
	May 13	Pre-trial conference; court denied Metropolitan's motions in limine.
	May 16	Court issued order setting post-trial brief deadline and closing arguments.
	May 16-27	Trial occurred but did not conclude.
	May 23, June 21	SDCWA filed motions in limine.



Cases	Date	Status
<b>2014, 2016, 2018 (cont.)</b>	May 26, June 24	Court denied SDCWA's motions in limine.
	June 3, June 24, July 1	Trial continued, concluding on July 1.
	June 24	SDCWA filed motion for partial judgment.
	July 15	Metropolitan filed opposition to motion for partial judgment.
	Aug. 19	Post-trial briefs filed.
	Sept. 14	Court issued order granting in part and denying in part SDCWA's motion for partial judgment (granting motion as to Metropolitan's dispute resolution, waiver, and consent defenses; denying motion as to Metropolitan's reformation cross-claims and mistake of fact and law defenses; and deferring ruling on Metropolitan's cost causation cross-claim).
	Sept. 21	Metropolitan filed response to order granting in part and denying in part SDCWA's motion for partial judgment (requesting deletion of Background section portion relying on pleading allegations).
	Sept. 22	SDCWA filed objection to Metropolitan's response to order granting in part and denying in part SDCWA's motion for partial judgment.
	Sept. 27	Post-trial closing arguments.
	Oct. 20	Court issued order that it will rule on SDCWA's motion for partial judgment as to Metropolitan's cost causation cross-claim simultaneously with the trial statement of decision.
	Dec. 16	Parties' proposed trial statements of decision due.
<b>All Cases</b>	April 15, 2021	Case Management Conference on 2010-2018 cases. Court set trial in 2014, 2016, and 2018 cases on May 16-27, 2022.
	April 27	SDCWA served notice of deposition of non-party witness.
	May 13-14	Metropolitan filed motions to quash and for protective order regarding deposition of non-party witness.
	June 4	Ruling on motions to quash and for protective order.



Outside Counsel Agreements				
Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
Andrade Gonzalez LLP	MWD v. DWR, CDFW and CDNR Incidental Take Permit (ITP) CESA/CEQA/Contract Litigation	185894	07/20	\$250,000
Aleshire & Wynder	Oil, Mineral and Gas Leasing	174613	08/18	\$50,000
Atkinson Andelson Loya Ruud & Romo	Employee Relations	59302	04/04	\$1,214,517
	MWD v. Collins	185892	06/20	\$100,000
	Delta Conveyance Project Bond Validation-CEQA Litigation	185899	09/21	\$100,000
	MWD Drone and Airspace Issues	193452	08/20	\$50,000
	Equal Employee Opportunity Commission Charge	200462	03/21	\$20,000
	Public Employment Relations Board Charge No. LA-CE-1441-M	200467	03/21	\$30,000
	Representation re the Shaw Law Group's Investigations	200485	05/20/21	\$50,000
	DFEH Charge-Howard (DFEH Number 202102-12621316)	201882	07/01/21	\$25,000
	AFSCME Local 1902 in Grievance No. 1906G020 (CSU Meal Period)	201883	07/12/21	\$30,000
	AFSCME Local 1902 v. MWD, PERB Case No. LA-CE-1438-M	201889	09/15/21	\$20,000
	MWD MOU Negotiations**	201893	10/05/21	\$100,000
	DFEH Charge-Malvin (DFEH Number 202106-13819209)	203439	12/14/21	\$15,000
	DFEH Charge-Barnes (DFEH Number 202109-14694608)	203460	02/22	\$15,000



Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
Best, Best & Krieger	Navajo Nation v. U.S. Department of the Interior, et al.	54332	05/03	\$185,000
	Bay-Delta Conservation Plan/Delta Conveyance Project (with SWCs)	170697	08/17	\$500,000
	Environmental Compliance Issues	185888	05/20	\$100,000
	Public Records Act Requests	203462	04/22	\$30,000
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP	FCC and Communications Matters	110227	11/10	\$100,000
Brown White & Osborn LLP	HR Matter	203450	03/22	\$50,000
Buchalter, a Professional Corp.	Union Pacific Industry Track Agreement	193464	12/07/20	\$50,000
Burke, Williams & Sorensen, LLP	Real Property - General	180192	01/19	\$100,000
	Labor and Employment Matters	180207	04/19	\$50,000
	General Real Estate Matters	180209	08/19	\$100,000
Law Office of Alexis S.M. Chiu*	Bond Counsel	200468	07/21	N/A
Cislo & Thomas LLP	Intellectual Property	170703	08/17	\$75,000
Cummins & White, LLP	Board Advice	207941	05/22	\$10,000
Curls Bartling P.C.*	Bond Counsel	174596	07/18	N/A
	Bond Counsel	200470	07/21	N/A
Duane Morris LLP	SWRCB Curtailment Process	138005	09/14	\$615,422
Duncan, Weinberg, Genzer & Pembroke PC	Power Issues	6255	09/95	\$3,175,000
Ellison, Schneider, Harris & Donlan	Colorado River Issues	69374	09/05	\$175,000
	Issues re SWRCB	84457	06/07	\$200,000



Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
Greines, Martin, Stein & Richland LLP	SDCWA v. MWD	207958	10/22	\$100,000
	<u>Colorado River Matters</u>	<u>207965</u>	<u>11/22</u>	<u>\$100,000</u>
Haden Law Office	Real Property Matters re Agricultural Land	180194	01/19	\$50,000
Hanson Bridgett LLP	SDCWA v. MWD	124103	03/12	\$1,100,000
	Finance Advice	158024	12/16	\$100,000
	Deferred Compensation/HR	170706	10/17	\$ 400,000
	Tax Issues	180200	04/19	\$50,000
	<u>Alternative Project Delivery (ADP)</u>	<u>207961</u>	<u>10/22</u>	<u>\$100,000</u>
	<u>Faith v. MWD</u>	<u>207963</u>	<u>10/22</u>	<u>\$100,000</u>
Hausman & Sosa, LLP	Benjamin Brinker NOID Appeal	201892	09/21	\$95,000
	Jason Sierras NOID-80 Hour Suspension	207943	05/22	\$25,000
	Dennis Mullen NOID-80 Hour Suspension	207949	07/22	\$25,000
Hawkins Delafield & Wood LLP*	Bond Counsel	193469	07/21	N/A
Horvitz & Levy	SDCWA v. MWD	124100	02/12	<del>\$900,000</del> <u>\$1,250,000</u>
	General Appellate Advice	146616	12/15	\$100,000
	Colorado River	203464	04/22	\$100,000
Internet Law Center	Cybersecurity and Privacy Advice and Representation	200478	04/13/21	\$100,000
	Systems Integrated, LLC v. MWD	201875	05/17/21	\$65,000
Amira Jackmon, Attorney at Law*	Bond Counsel	200464	07/21	N/A
Jackson Lewis P.C.	Employment: Department of Labor Office of Contract Compliance (OFCCP)	137992	02/14	\$45,000





Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
Jones Hall, A Professional Law Corporation*	Bond Counsel	200465	07/21	N/A
Kegel, Tobin & Truce	Workers' Compensation	180206	06/19	\$250,000
Lesnick Prince & Pappas LLP	Topock/PG&E's Bankruptcy	185859	10/19	\$30,000
Liebert Cassidy Whitmore	Labor and Employment	158032	02/17	\$201,444
	FLSA Audit	180199	02/19	\$50,000
Manatt, Phelps & Phillips	SDCWA v. MWD rate litigation	146627	06/16	\$4,400,000
	Raftelis - Subcontractor of Manatt, Phelps & Phillips Agreement No. 146627: Pursuant to 05/02/22 Engagement Letter between Manatt, Phelps & Phillips and Raftelis Financial Consultants, Inc., Metropolitan Water District paid Raftelis Financial Consultants, Inc.	Invoice No. 23949		\$56,376.64 for expert services and reimbursable expenses in SDCWA v. MWD
Meyers Nave Riback Silver & Wilson	OCWD v. Northrop Corporation	118445	07/11	\$2,300,000
	<u>Pure Water Southern California</u>	<u>207967</u>	<u>11/22</u>	<u>\$100,000</u>
Miller Barondess, LLP	SDCWA v. MWD	138006	12/14	\$600,000
Morgan, Lewis & Bockius	SDCWA v. MWD	110226	07/10	\$8,750,000
	Project Labor Agreements	200476	04/21	\$100,000
Musick, Peeler & Garrett LLP	Colorado River Aqueduct Electric Cables Repair/Contractor Claims	193461	11/20	\$900,000
	Arvin-Edison v. Dow Chemical	203452	01/22	\$90,000
	Semitropic TCP Litigation	207954	09/22	\$75,000
Nixon Peabody LLP*	Bond Counsel	193473	07/21	N/A
Norton Rose Fulbright US LLP*	Bond Counsel	200466	07/21	N/A
Olson Remcho LLP	Government Law	131968	07/14	\$200,000



Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
	Executive Committee/Ad Hoc Committees Advice	207947	08/22	\$60,000
	Public Records Act	207950	08/22	\$20,000
Renne Public Law Group, LLP	ACE v. MWD (PERB Case No. LA-CE-1574-M)	203466	05/22	\$50,000
	HR Matter	203948	07/22	\$25,000
	<u>ACE v. MWD (PERB Case No. LA-CE-1611-M)</u>	<u>207962</u>	<u>10/22</u>	<u>\$50,000</u>
Ryan & Associates	Leasing Issues	43714	06/01	\$200,000
Seyfarth Shaw LLP	HR Litigation	185863	12/19	\$250,000
	Phan Claim	201897	11/04/21	\$200,000
	Chavez Claim	203436	11/15/21	\$350,000
	Monasmith Claim	203454	01/22	\$160,000
	Sierras Claim	203455	10/21	\$175,000
Sheppard Mullin Richter & Hampton LLP	Rivers v. MWD	207946	07/22	\$100,000
Stradling Yocca Carlson & Rauth*	Bond Counsel	200471	07/21	N/A
Theodora Oringer PC	Construction Contracts - General Conditions Update	185896	07/20	\$100,000
Thomas Law Group	<del>MWD v. DWR, CDFW, CDNR – Incidental Take Permit (ITP) CESA/CEQA/Contract Litigation</del>	<del>185894</del>	<del>05/20</del>	<del>\$250,000</del>
	Iron Mountain SMARA (Surface Mining and Reclamation Act)	203435	12/03/21	\$100,000
Thompson Coburn LLP	FERC Representation re Colorado River Aqueduct Electrical Transmission System	122465	12/11	\$100,000
	NERC Energy Reliability Standards	193451	08/20	\$100,000



Firm Name	Matter Name	Agreement No.	Effective Date	Contract Maximum
Van Ness Feldman, LLP	General Litigation	170704	07/18	\$50,000
	Colorado River MSHCP	180191	01/19	\$50,000
	Bay-Delta and State Water Project Environmental Compliance	193457	10/15/20	\$50,000
Western Water and Energy	California Independent System Operator Related Matters	193463	11/20/20	\$100,000

\*Expenditures paid by Bond Proceeds/Finance

\*\*Expenditures paid by another group

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**MINUTES**

**LEGAL AND CLAIMS COMMITTEE**

**November 8, 2022**

Chair Dick called the teleconference meeting to order at 8:31 a.m.

Members present: Chair Dick, Vice Chair Dennstedt, Directors Atwater, Fellow (entered after roll call), Goldberg, Record, Smith, Sutley, and Tamaribuchi

Members absent: Directors Camacho and Phan

Other Directors present: Chairwoman Gray, Directors Abdo, Ackerman, Blois, Cordero, De Jesus, Erdman, Faessel, Fong-Sakai, Jung, Lefevre, McCoy, Miller, Morris, Peterson, Pressman, and Ramos

Committee Staff present: Beatty, Hagekhalil, Miyashiro, Scully, Torres, and Upadhyay

**1. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE COMMITTEE ON MATTERS WITHIN THE COMMITTEE'S JURISDICTION**

None

**2. MANAGEMENT REPORTS**

- a. Subject: General Counsel's report of monthly activities

General Counsel Scully reported on the Delta Conveyance bond validation action court ruling.

**CONSENT CALENDAR ITEMS – ACTION**

**3. CONSENT CALENDAR OTHER ITEMS – ACTION**

- A. Approval of the Minutes of the Legal and Claims Committee held October 11, 2022.

No comments on the minutes.

Director Fellow entered the meeting.

#### 4. CONSENT CALENDAR ITEMS – ACTION

**7-7**            Subject:            Report on litigation in San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case Nos. CPF-10-510830, CPF-12-512466, CPF-14-514004, CPF-16-515282, CPF-16-515391, CGC-17-563350, and CPF-18-516389; the appeals of the 2010 and 2012 actions, Court of Appeal for the First Appellate District Case Nos. A146901, A148266, A161144, and A162168, and California Supreme Court Case No. S243500; the petition for extraordinary writ in the 2010 and 2012 actions, Court of Appeal for the First Appellate District Case No. A155310; the petition for extraordinary writ in the second 2016 action, Court of Appeal for the First Appellate District Case No. A154325 and California Supreme Court Case No. S251025; and the Metropolitan Water District of Southern California v. San Diego County Water Authority cross-complaints in the 2014, 2016, and 2018 actions; authorize increase in maximum amount payable under contract for legal services with Horvitz & Levy, LLP in the amount of \$350,000 for a total amount not to exceed \$1,250,000; and authorize increase in maximum amount payable under contract for consulting services with Cogent Legal, LLC in the amount of \$100,000 for a total amount not to exceed \$150,000; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. [Conference with legal counsel - existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

Presented by:            Assistant General Counsel Heather Beatty

Directors Fong-Sakai, Goldberg, Miller, and Smith, representing the San Diego County Water Authority, withdrew from the meeting for the report on this item.

In closed session, Assistant General Counsel Heather Beatty gave a presentation on this item. No action was taken in closed session.

Motion:                Authorize an increase in the maximum amount payable under the contract for legal services with Horvitz & Levy, LLP in the *SDCWA v. Metropolitan, et al.* rate litigation in the amount of \$350,000 for a total amount not to exceed \$1,250,000; and authorize an increase in the maximum amount payable under the contract for consulting services with Cogent Legal, LLC in the rate litigation in the amount of \$100,000 for a total amount not to exceed \$150,000.

In open session, Director Fellow made a motion, seconded by Director Sutley, to approve the consent calendar consisting of items 3A and 7-7:

The vote was:

Ayes: Chair Dick, Vice Chair Dennstedt, Directors Atwater, Fellow, Goldberg, Record, Smith, Sutley, and Tamaribuchi

Noes: None

Recusals: Directors Goldberg and Smith (7-7)

Abstentions: Vice Chair Dennstedt (3A)

Absent: Directors Camacho and Phan

The motion for Item 3A passed by a vote of 8 ayes, 0 noes, 0 recusals, 1 abstention, and 2 absent.

The motion for Item 7-7 passed by a vote of 7 ayes, 0 noes, 2 recusals, 0 abstentions, and 2 absent.

### **END OF CONSENT CALENDAR ITEMS**

#### **5. OTHER BOARD ITEMS – ACTION**

None

#### **6. BOARD INFORMATION ITEMS**

None

#### **7. COMMITTEE ITEMS**

None

#### **8. FOLLOW-UP ITEMS**

None

#### **9. FUTURE AGENDA ITEMS**

None

Next meeting will be held on December 13, 2022.

Meeting adjourned at 9:31 a.m.

Larry Dick  
Chair



• **Board of Directors**  
***Legal and Claims Committee***

12/13/2022 Board Meeting

7-8

**Subject**

Approve amendments to the Metropolitan Water District Administrative Code to conform to current law, practices, and regulations; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

**Executive Summary**

The proposed amendments to the Administrative Code will update the Code so that the Code conforms to current law, practices, and regulations.

**Details**

This letter proposes amendments to Metropolitan's Administrative Code to conform the Code to current law, practices, and regulations. The proposed amendments are set forth in **Attachment 1**, with overstrikes reflecting deletions and underlining reflecting additions. **Attachment 2** sets forth the sections as they will appear in the Administrative Code if the changes are approved.

The Administrative Code is proposed to be amended as follows:

1. Correct Administrative Code sections 4509 and 4704 for consistent use and meaning of the word "ensure."
2. Delete Administrative Code section 5200(k) listing established funds to remove an obsolete reference to an Employee Deferred Compensation fund and renumber subsequent subsections.
3. Amend Administrative Code sections 6227, 6228, 6229, 6231, 6243, 6246, and 6530 on sick leave, disability leave, special leave, family and medical leave, bereavement leave, and military leave to conform to current law and practice. Changes to conform to current law are:
  - a. Sick leave is expanded to include care for "immediate family" and for survivors of domestic violence to seek medical, shelter, and other support services, and to include temporary employees.
  - b. Special leave is expanded to include care for "immediate family" and for survivors of domestic violence to seek medical, shelter, and other support services.
  - c. Family and medical leave is expanded in the definition of "parent," to include care for "immediate family," and for employees married to each other with new children, and is updated as to military family leave for qualifying exigencies and service member injury care.
  - d. Sick leave, special leave and family and medical leave are expanded to include care for a "designated person," defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.
  - e. Military leave is updated to include State Guard service members and to clarify leave requirements and leave credit eligibility.
  - f. Bereavement leave is expanded to allow two additional days (unpaid, for a total of five days) and updated as to requests for documentation and to require leave to be taken within three months of the death.



- g. Administrative Code sections 6227(d)(1), (d)(2), and (d)(3) are deleted to remove obsolete references to sick leave benefits accumulated as of November 30, 1979.
- 4. Amend Administrative Code section 6533 on Metropolitan matching contributions to update references to the 401(k) Plan.

## Policy

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Metropolitan Water District Administrative Code Section 2451(g): Duties and Functions [Legal and Claims Committee]

Metropolitan Water District Code Section 11104: Delegation of Responsibilities

## California Environmental Quality Act (CEQA)

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### CEQA determination for Option #1:

The proposed action is not subject to CEQA because it involves continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not subject to CEQA because it involves organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the state CEQA Guidelines).

### CEQA determination for Option #2:

None required

## Board Options

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### Option #1

Approve amendments to the Administrative Code set forth in **Attachment 2** to reflect all changes recommended by this letter

**Fiscal Impact:** None

**Business Analysis:** To conform the Administrative Code to current law, practices, and regulations

### Option #2

Do not approve amendments to the Administrative Code set forth in **Attachment 2** to reflect the changes recommended in this letter

**Fiscal Impact:** None

**Business Analysis:** The Administrative Code will not be amended to conform to current law, practices, and regulations.

## Staff Recommendation

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Option #1

  
\_\_\_\_\_  
Marcia L. Scully  
General Counsel

12/6/2022  
\_\_\_\_\_  
Date

**Attachment 1 – The Administrative Code of The Metropolitan Water District of Southern California (with changes marked)**

**Attachment 2 – The Administrative Code of The Metropolitan Water District of Southern California (clean version)**

## **Division IV**

### **WATER SERVICE POLICIES**

#### **§ 4509. Water Restricted to Use Within the District.**

In order to ~~insure~~ensure that water served by the District is not used for the direct or indirect benefit of areas outside the District, the amount of water served by the District's facilities that shall be made available to any member public agency shall be limited to an amount equal to that required for uses within the area of the District lying within, or served by or through, such member public agency. No area lying outside the boundaries of the District shall be served with water from the District's facilities, except as service to such area may, when found to be such by the Board, be a reasonably unavoidable incident to the service of such water within the District, and under such circumstances the amount of water served by the District that shall be made available to any member public agency shall be limited to an amount equal to that required for uses within the area of the District lying within, or served by or through, such member public agency. Any question of fact involved in the application of this Section 4509 shall be finally determined by the Board, after giving the member public agency concerned adequate opportunity to present pertinent factual evidence and the views of such member public agency.

#### **§ 4704. Compliance with Environmental Obligations for Service Connections.**

Member public agencies are responsible for ensuring that the obligations of lead agencies as described in the California Environmental Quality Act and its implementing guidelines are fulfilled. The District shall fulfill all other obligations that may arise from its involvement in construction of the service connections and shall provide such information as it has available which is necessary to ~~insure~~ensure compliance with the Act and its implementing guidelines.

## **Division V**

### **FINANCIAL MATTERS**

#### **Chapter 2**

### **FINANCIAL POLICIES**

#### **§ 5200. Funds Established.**

To provide for accountability of public moneys in accordance with applicable federal and state law and regulations and Board policies, the following funds active or prospectively active have been established in the Treasury of the District:

...

~~(k) Employee Deferred Compensation Fund (Fund No. 6003, established 1976). Compensation deferred by employees under Section 457 of the Internal Revenue Code of 1986, as amended, is deposited in this fund and is withdrawn in accordance with Articles 2 and 3 of Chapter 7 of Division VI of this Administrative Code.~~

(~~kl~~) Iron Mountain Landfill Postclosure Maintenance and Corrective Action Trust Fund (Fund No. 6005, established 1990). Used as a trust fund to maintain moneys sufficient to cover the costs of postclosure maintenance and/or corrective action of the District's solid waste landfill facility at Iron Mountain, in accordance with regulations of the California Department of Resources Recycling and Recovery, and subject to the conditions contained in Section 5201(m).

(~~lm~~) Water Standby Charge Fund (Fund No. 1005, established 1992). Used to separately hold revenues attributable to water standby charges; amounts deposited in this fund are used exclusively for the purpose for which the water standby charge was authorized.

(~~mn~~) Water Transfer Fund (Fund No. 1007, established 1995). Used for moneys set aside for the purchase of water through transfers or similar arrangements, and for the costs of filling the Eastside Reservoir Project.

(~~no~~) Self-Insured Retention fund (Fund No. 1008, established 1999). Used to separately hold amounts set aside for emergency repairs and claims against the District as provided in Section 5201(o).

(~~op~~) Lake Mathews Multi Species Reserve Trust fund (Fund 6101, established 1997.) Used as set forth in agreement between Metropolitan and the Riverside County Habitat Conservation Agency for the Multi Species Reserve.

(~~pq~~) There shall be established in the Treasury of the District such funds and accounts as are required pursuant to bond covenants, tax and non-arbitrage certificates, bond counsel letters of instruction and related documents, to provide for accountability of District funds and compliance with applicable federal and state law and regulations. Such funds and accounts shall be established for each issue of bonds, notes or other obligations of the district as required in the respective bond or note resolution and closing documents.

(~~qr~~) Water Stewardship Fund (Fund No. 1009 established 2005). Used to collect revenue from the Water Stewardship Rate and to pay costs associated with water recycling, seawater desalination, conservation, brackish water desalination, or other demand management programs. These funds can also be used to fund administrative costs associated with these programs. Funds may be used as directed by the Board, for other lawful purposes, in accordance with Section 5201(p) and Section 5202(d).

## **Division VI**

### **PERSONNEL MATTERS**

#### **Chapter 2**

## PERSONNEL REGULATIONS

### § 6227. Sick Leave.

(a) Employees shall accumulate sick leave ~~with full pay at the rate of .0459780 hours for each hour of service at the following rates:~~

(1) Regular and Recurrent employees shall accumulate sick leave with full pay at the rate of .045978 hours for each hour of service.

(2) Temporary employees, excluding Annuitants, shall accumulate sick leave with full pay at the rate of .033333 hours for each hour of service effective July 1, 2015.

(b) Such leave may be taken for absences from duty made necessary by:

(1) Incapacity due to illness.

(2) Incapacity due to injury incurred in the line of duty with the District to the extent provided in Section 6244 of this Code, or to injury not incurred in the line of such duty.

(3) A female employee's incapacity due to pregnancy, childbirth, miscarriage, or abortion.

(4) Medical, dental or ocular examination or treatment of an employee, without incapacity, for which appointment cannot be made outside working hours, but limited to four hours for each appointment.

(5) To attend to the illness or injury in the employee's immediate family, other than the employee's own illness, to the extent permitted by Section 6229 of this Code. For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, child, parent, sibling, grandparent, or grandchild, or designated person. A "designated person" for purposes of this section means a person identified by the employee at the time the employee requests special leave with pay and may include any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) designated person per 12-month period for paid sick days.

(6) To seek medical attention for injuries, obtain services from a shelter, program, or crisis center, psychological counseling or to participate in safety planning, including temporary or permanent relocation when an employee is a victim or survivor of domestic violence, sexual assault or stalking to the extent and limitation provided in Section 6229 of this Code.

(c) Physician Certification.

(1) A physician's certification or other proof of incapacity or treatment may be required if an employee's supervisor believes that a medical verification is justified in order for the employee to fulfill his or her job requirements or if the employee has a leave abuse problem. Notice of this requirement shall be given in advance in all cases of prior leave abuse. A physician's certification shall be required for all sick leave absences exceeding ten (10) working days.

(2) A physician's certification authorizing an employee's return to work from serious illness or injury shall be reviewed ~~by~~ the District's medical support in Workplace Health & Safety prior to the employee's return to work. An illness or injury may require additional medical examinations/testing in order to determine whether the employee can safely perform his or her duties, or to determine appropriate work restrictions. Such examination/testing will be done at District expense and on District time if the District requires that it be conducted by District-selected medical personnel.

(3) In the event sick leave is requested while an employee is on vacation, a ~~physician's~~ certification by an attending physician is required for the granting of sick leave.

(d) Accumulation of Sick Leave for Regular and Recurrent Employees.

(1) Accumulation of sick leave as of the ~~\_end of the twenty-fourth\_~~ pay period of ~~each any~~ annual payroll cycle which includes November 15, shall ~~be limited to the total of sick leave accumulated as of November 30, 1979, or not be~~ in excess of 1,000 hours of sick leave, ~~whichever is greater.~~

~~(2) Sick leave taken shall be charged first against sick leave accumulated on or after December 1, 1979, if any, and thereafter against sick leave accumulated as of November 30, 1979, if any. (3) If an employee takes sick leave which is charged against sick leave accumulated as of November 30, 1979, any subsequently accumulated sick leave shall be credited first towards restoring the total of sick leave accumulated as of November 30, 1979, and any additional accumulated sick leave shall be treated as sick leave accumulated on or after December 1, 1979.~~

~~(4) If, during the pay period of any annual payroll cycle -at the end of the twenty-fourth- which includes November 15, an employee's pay period of any annual payroll cycle the~~ total of accumulated sick leave exceeds the limitation on accumulation stated in Section 6227(d)(1), the excess accumulated sick leave shall, as soon as practicable after the end of that payroll period, be paid to the employee entitled thereto at the employee's hourly pay rate at the end of said payroll period for 52.2 percent of the excess accumulated hours of such sick leave.

(3) An employee who separates from employment with the District, and has an accumulation of 10,440 hours of service with the District without interruption, will be paid at the employee's hourly pay rate for 52.2 percent of all accumulated sick leave. If the employee is rehired within twelve (12) months from their separation date, then any unused sick leave will be reinstated.

(4) If an employee retires in accordance with the Public Employees' Retirement Law, as stated in Government Code Section 20965, the employee may elect one of two options:

(1) to be paid at the employee's hourly pay rate for 52.2 percent of the excess accumulated hours of sick leave at the time of separation with the remaining 47.8 percent converted to additional service credit; or (2) to have 100 percent of such accumulated hours converted to additional service credit. If the employee makes no election, the employee will be defaulted to option (1).

(5) Except as provided in Section 6248 and Section 6227, there shall be no cancellation of earned but unused sick leave.

(e) Employees on military leave, either reserve, National Guard, State Guard or extended military service do not lose their accumulated sick leave credit.

(f) Accumulation of Sick Leave for Temporary employees, excluding Annuitants.

(1) A Temporary employee's accumulation of sick leave shall be limited to a total not to exceed sixty (60) hours.

(2) Upon separation from employment with the District, a Temporary employee will not be compensated for unused paid sick time.

(3) A Temporary employee who separates from employment with the District, and is rehired by the District within twelve (12) months from the date of separation, shall have his or her previously accrued and unused paid sick days reinstated.

(fg) The unauthorized use of sick leave may result in disciplinary action.

**§ 6228. Disability Leave.**

(a) Subject to the maximum accumulation stated below, employees shall accumulate disability leave with partial pay equal to the number of hours hereinafter indicated.

	Working Hours Credited Not to Exceed the Maximums Hereinafter Stated	
	At 75 Percent of Hourly Pay Rate	At 50 Percent of Hourly Pay Rate
At each of 1,040 hours; 2,080 hours; 4,160 hours and 6,240 hours of total service,	48	48
At 8,320 hours of total service,	88	88
At 10,400 hours at each subsequent 2,080 hours		

of total service,

40

40

The total number of hours of accumulated disability leave shall not exceed 800 hours at 75 percent of full pay and 800 hours at 50 percent of full pay. Total service shall include all eligible time spent in the employ of the District, excluding time spent on disability leave, leave without pay, and service under categories of employment not eligible for disability leave.

(b) Disability leave may be taken only after exhaustion of all accumulated sick leave and subject to the following conditions:

(1) Disability leave may be taken only in the event of the employee's disability due to illness, injury, pregnancy, childbirth, miscarriage, or abortion.

(2) Except as provided for in Section 6244, an employee shall not be entitled to disability leave until forty (40) hours shall have elapsed following the exhaustion of accumulated sick leave.

(3) Medical or other certification in form acceptable to the employee's Department Head shall be furnished within five (5) working days of the commencement of a period of claimed disability leave and shall be renewed at intervals not exceeding thirty (30) calendar days after the date of the initial or any subsequent certification until termination of the disability leave, or as otherwise determined by the Department Head.

(4) Disability leave shall be taken by first exhausting disability leave payable at the rate of 75 percent of full pay and thereafter exhausting disability leave payable at the rate of 50 percent of full pay; and cannot be taken for intermittent time off.

(5) No added disability leave shall be credited during any period when an employee is on disability leave.

(6) Disability leave shall terminate on the date of retirement or on the date employment is terminated, whichever comes first.

(7) Except as provided for in Section 6244, an employee who is on disability leave shall not be entitled to take annual leave until the exhaustion of disability leave or the termination of disability, whichever comes first.

(c) An employee who has taken less than all the accumulated disability leave and then returns to work, may, after using any accumulated sick leave and subject to the conditions of Section 6228(b), take the remaining disability leave together with any disability leave credited since returning to work for a recurrence of the same disability or for any other disability.

(d) An employee who has taken any part or all of accumulated leave shall, upon returning to work, accumulate disability leave as if the employee's total service, as that term is defined in Section 6228(a), commenced on the date of return to work. In no event shall accumulated disability leave earned either at the rate of 75 percent of the hourly rate or at the rate of 50



percent of the hourly rate exceed the amount of accumulated disability leave in either category determined with regard to an employee's total service from the date of first employment with the District. Nevertheless, in the event that any employee with 4,160 or more hours of total service returns having exhausted all 75 percent and 50 percent disability leave allotment, said employee shall be credited with 48 hours disability leave payable at the rate of 75 percent of the hourly rate and 48 hours disability leave payable at the rate of 50 percent of the hourly rate on the day of returning to work provided such crediting of disability leave occurs only once in any 1,040 hours.

(e) An employee who has been employed by the District and is re-employed shall not be entitled to disability leave prior to completion of 1,040 hours of total service after such reemployment, unless rehired within twelve (12) months from last separation date. The employee shall then be credited with accumulated disability leave corresponding to the employee's total service, and shall thereafter accumulate disability leave corresponding to the employee's total service. In no event shall such employee have accumulated disability leave exceeding that which would have accumulated as determined under Section 6228(d).

(f) An employee who is on annual leave or leave without pay and who is authorized to take sick leave and who thereafter exhausts accumulated sick leave shall be entitled to disability leave in the same manner as if the employee had been on working status at the time sick leave commenced.

(g) An employee who has taken disability leave in excess of thirty (30) calendar days will be required to provide a physician's statement attesting to the employee's fitness, based upon the employee's normal duties stated in the job description, before returning to work, and may be subject to medical examination. Such examination will be done at District expense and on District time if the District requests that it be conducted by District-selected medical personnel.

(h) For the purpose of this Section 6228, a District Holiday falling within any period of disability leave shall be deemed to be a working day.

(i) Annual and sick leave shall not accrue during periods of disability leave, and will not accrue Metropolitan service credit.

## **§ 6229. Special Leave.**

(a) Special leave with pay may be taken and charged against an employee's sick leave credits, subject to the limitations provided in this section. ~~\_, to attend to an illness in the employee's immediate family other than the employee's own illness.~~ Such leave shall be permitted for the medical procedure of an employee's immediate family, in the case of an operation the birth of the employee's child or the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's immediate family member. The total use of such special leave with regard to a medical procedure, birth, or health condition shall not exceed forty-eight (48) hours in a calendar year as defined in California Labor Code Section 233. ~~\_, or during an illness of a member of the immediate family, but the total such special leave with regard to a single operation, birth, or illness shall not exceed 48 hours in a calendar year.~~

(b) For purposes of this section, "immediate family" means a spouse, state-registered domestic partner, child, stepchild, parent, stepparent, parent-in law, brother or sister, grandparent, grandchild, designated person or any other person meeting the definition of "family member" pursuant to Labor Code Section 245.5(c).

(c) Special leave with pay may also be taken and charged against an employee's sick leave credits, subject to limitations provided in this section, by an employee who is the victim or survivor of domestic violence, sexual assault, or stalking. An employee who is the victim or survivor of domestic violence, sexual assault, or stalking shall be permitted to take special leave to seek medical attention, obtain services from a shelter, program, or crisis center, psychological counseling or to participate in safety planning, including temporary or permanent relocation as defined by Labor Code Sections 230(c) and 230.1(a). The total such special leave in accordance with this paragraph shall not exceed forty-eight (48) hours in a calendar year.

~~— (b) Satisfactory justification for the granting of special leave shall be as required by the Department Head.~~

...

## **§ 6231. Family and Medical Leave.**

(a) The District will provide Family and Medical Leave for an employee as required by state and federal law.

(b) For purposes of this section, "employee" shall mean an employee who has at least one (1) year of service with the District and at least 1,250 hours active service during the one year period immediately preceding the commencement of the request for a Family and Medical Leave.

(c) For purposes of this section, per the U.S. Department of Labor definition at 29 USC Sec. 2611(7) and 29 CFR Sec. 825.122(c), "parent" shall mean a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include any "parents-in law."

(d) For purposes of this section, "designated person" shall mean a person identified by the employee at the time the employee requests Leave with pay and may include any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) designated person per 12-month period for Family and Medical Leave purposes. (Government Code Sec. 12945.2(b)(2).)

(ee) The following provisions set forth certain of the rights and obligations with respect to Family and Medical Leave. Rights and obligations which are not specifically set forth or defined below are contained in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Fair Employment and Housing Commission regulations implementing the California Family Rights Act ("CFRA")(Government Code Sec. 12945.2).

(~~df~~) Unless otherwise provided by this section, “Family and Medical Leave” and “Leave” shall mean leave pursuant to the FMLA and or CFRA.

(~~eg~~) An employee is entitled to a total of twelve (12) weeks of Leave during any 12-month period to care for a newborn child, due to the placement of an adopted or foster child, to care for a son or daughter, ~~(as defined by the Department of Labor)~~, parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).), spouse, ~~state-registered~~, ~~or~~ domestic partner, grandparent, grandchild, sibling or designated person who has a serious health condition, or because of the employee’s own serious health condition that prevents the employee from performing any one or more of the essential functions of the employee’s position. The 12-month period for calculating Leave entitlement will be the 12-month period measured backward from the date an employee uses any Leave.

(~~fh~~) An employee’s entitlement to Leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. Parents who are both employed by the District are each entitled up to twelve (12) weeks of Leave for the birth or adoption of a child or the placement of a foster care child.

(~~gi~~) Married employees or state-registered domestic partners, who are both employees of the District, and who have an active-duty service member in their family, shall be entitled to qualifying exigency Leave, to manage active duty-related family affairs, and to injured service member care Leave, consistent with FMLA. Refer to military family Leave at subsection (r)(1) and (r)(2) of this Section 6231 regarding qualifying exigency Leave and injured service member care Leave.

(~~hj~~) An employee shall provide at least thirty (30) calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave. To be eligible for a Leave, the employee must follow the District’s usual and customary call-in procedures for reporting an absence as detailed in section 6241.

(~~ik~~) An employee who takes a Leave for his or her own serious health condition is required to submit a Return to Work/Doctor’s Release prior to returning to work.

(~~jl~~) When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:

(1) All sick leave;

(2) Forty (40) hours of annual leave. If annual leave is exhausted, the employee must choose to use other paid or unpaid leave to complete the forty (40) hours. For regular part-time and Recurrent employees, hours will be adjusted to their standard weekly hours;

(3) The employee has the option of using additional paid leave at full pay. If the employee chooses to use additional paid leave at full pay, it must be used in the following order:

- (i) The balance of the employee's annual leave;
- (ii) Other paid leave;

(4) If the employee elects to not use additional paid leave at full pay, then the employee shall utilize leave in the following order:

- (i) 75% disability;
- (ii) 50% disability;
- (iii) Annual leave;
- (iv) Other paid leave at the employee's option;
- (v) Unpaid leave;

(5) The exhaustion of the paid leave shall run concurrently with the Leave.

~~(km)~~ When the Leave is taken for the birth of a child of the employee, for the placement of a child with the employee for adoption or foster care, or to care for the employee's spouse, state-registered domestic partner, son or daughter, ~~(as defined by the Department of Labor) or~~ parent ~~(as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).)~~, grandparent, grandchild, sibling or designated person who has a serious health condition or a military family Leave, the employee shall utilize Leave in the following order:

(1) Special leave;

(2) Optionally, to use a maximum of 240 hours of available sick leave;

(3) Optionally, to use annual, personal, compensatory time, or recurrent leave;

~~2) Annual leave.~~

~~(3) After exhausting special and annual leave, the employee has the option of using any additional paid leave for which the employee is qualified.~~ (4) Unpaid leave.

The exhaustion of the paid leave shall run concurrently with the Leave. For purposes of this section, leave taken to care for a "designated person" does not apply to military family Leave.

~~(ln)~~ If an employee takes sick leave or partial pay disability leave without requesting Family and Medical Leave, within five (5) days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family and Medical Leave.

~~(mo)~~ The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to twelve (12) weeks within a 12-month period commencing with the start of the Leave.

(np) An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.

(eq) Any leave taken by an employee under the California Fair Employment and Housing Act's provisions applicable to pregnancy-related disabilities cannot be counted against the 12-week limitation on Family and Medical Leaves authorized under ~~the~~ CFRA.

(pr) Military Family Leave:

The two types of military family Leave available are:

(1) Qualifying Exigency Leave. An employee is entitled to a total of twelve (12) weeks of Leave during any 12-month period to help manage the family affairs of a member who is their spouse, state-registered domestic partner, son, daughter or parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).) who is on active duty or is being called to active duty status. due to a reservist or retired military member who is their spouse, son, daughter or parent being on active duty or being called to active duty in support of a contingency operation.

(2) Injured Service Member Care Leave. An employee is entitled to a total of twenty-six (26) weeks of Leave during any 12-month period to care for a covered service member with a serious injury or illness incurred in the line of duty or within five (5) years of the date the service member or veteran undergoes medical treatment, recuperation, treatment, or therapy including aggravation of existing or pre-existing injuries incurred while in the line of duty. Employees entitled to this Leave are the spouse, state-registered domestic partner, parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).), child or next of kin of the injured or ill service member.

Married employees and state-registered domestic partners who are both employees of the District may be subject to a combined twelve (12) weeks or twenty-six (26) weeks of Leave based on specified family and medical reasons pursuant to FMLA.

...

#### **§ 6243. Bereavement Leave.**

Upon the death of a member of an employee's immediate family, the employee shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days, or, one work week as determined by the employee's assigned work schedule, if the death occurs 250 miles or more from the employee's place of residence. If the death does not occur 250 miles or more from the employee's place of residence, then the employee shall be allowed additional bereavement leave without pay not to exceed two (2) working days, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. with regard to any such death within the State of

~~California and not to exceed forty (40) working hours if the death occurs outside the State of California.~~ For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt or uncle. An employee, if requested by Metropolitan, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The bereavement leave shall be completed within three (3) months of the date of death of the family member.

...

#### **§ 6246. Military Leave.**

(a) Every employee who is a member of the National Guard or Naval Militia, or a member of the reserve corps or force in the Federal military, naval or marine service, or in the State Guard, shall be entitled to military leave in accordance with the applicable provisions of the Military and Veterans Code of the State of California. Metropolitan will also comply with Title 38, Chapter 43 of the United States Code (Uniformed Services Employment and Reemployment Rights Act) ("USERRA"). The present law provides, in general, that a person having one (1) year or more of service with the District is entitled to military leave with pay for a period not exceeding thirty (30) calendar days per fiscal year. Members of the State Guard are entitled to military leave without pay not to exceed fifteen (15) calendar days per fiscal year. The military service time of a new employee who comes to the District directly from military service may be applied to the one-year employment requirement necessary to the granting of military leave.

(b) Veterans are entitled, in general, to reemployment if they serve not more than five (5) years in the military, although exceptions allowed by federal law may apply per USERRA. The period a service member has to make a request for reemployment or report back to work after military service is based on time spent on military duty.

(1) For service of less than thirty-one (31) days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period.

(2) For service of more than thirty (30) days but less than 181 days, the service member must submit certification of military service for reemployment within fourteen (14) days of release from service.

(3) For service of more than 180 days, certification of military service for reemployment must be submitted within ninety (90) days of completion of a service member's military service.

Metropolitan may request that an employee who is absent for a period of service of thirty-one (31) days or more provide documentation showing that their request for reemployment



is timely, the employee has not exceeded the five-year service limitation, and the employee's separation from military service was other than disqualifying under federal law. Military documents may include Military Discharge Documents, DD-214, or Certification of Military Service record.

A reemployed employee may not be discharged without cause: (1) For one (1) year after the date of reemployment if the employee's period of military service was for 181 days or more; (2) For 180 days after the date of reemployment if the employee's period of military service was for thirty-one (31) to 180 days.

Cause for discharge may be based on conduct or the application of legitimate nondiscriminatory reasons. Employees who serve for thirty (30) or fewer days are not protected from discharge without cause. However, they are protected from discrimination because of military service or obligation.

~~(b) Veterans are entitled to reemployment if they serve 180 days, but not more than four five (5) years in the military (or longer if involuntarily retained). The veteran must satisfactorily complete the period of active duty and have a certificate to that effect to be reinstated; and return to work and apply within ninety (90) days after completion of military service. If the military service was initial active duty for training for a period of not less than thirty one (31) days three months, the veteran must request reinstatement within fourteen (14) days after the completion of service. For service or training less than thirty one (31) days, employee must return to work within one (1) calendar day. apply for reemployment within 31 days.~~

(c) Employees on military leave do not lose their accumulated sick leave credits. The District will restore the veteran to employment as though no interruption of District service has occurred. The District will apply all general pay adjustments enacted by the Board to the old base salary as though the veteran had not been absent. The veteran need not be returned to the former position but will be given a position of status and pay equivalent to the former position. Although the veteran earns no leave while absent on military leave, neither does the veteran lose any leave balances while absent on military leave. Military service time is added to the length of District service for purpose of computing the rate at which a returning veteran will earn annual leave.

(d) If the employee returns to work within six (6) months of their active duty discharge date, and the release was not due to a dishonorable discharge, the employee may submit to CalPERS the Military Leave Service Credit application and documentation for review. CalPERS will determine if the military leave of absence service time will be added to the employee's CalPERS service credit, and if it will be at no cost to the employee, or if the employee will have an option to purchase the additional service credit.

~~(ee)~~ Military Spousal Leave. Every employee who has worked at least an average of twenty (20) hours a week in the last six (6) months and is married to a service member is entitled to ten (10) days leave when his or her spouse returns from active duty. Employees must notify the District of their intention to take this leave within two (2) business days of receiving official notice that the spouse will be on leave from military deployment, and inform their manager if they intend to use annual, personal or no-pay leave.

## Chapter 5

### MANAGEMENT AND CONFIDENTIAL EMPLOYEES – GENERAL

#### Article 2

#### BENEFITS

##### § 6530. Bereavement Leave.

Upon the death of a member of an employee's immediate family, a classification listed in Section 6500 shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days, or, one workweek as determined by the employee's assigned work schedule, if the death occurs 250 miles or more from the employee's place of residence. If the death does not occur 250 miles or more from the employee's place of residence, then the employee shall be allowed additional bereavement leave without pay not to exceed two (2) working days, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. ~~-with regard to any such death within the State of California and not to exceed forty (40) hours with regard to any such death outside the State of California~~ For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt or uncle. An employee, if requested by Metropolitan, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The bereavement leave shall be completed within three (3) months of the date of death of the family member.

...

##### § 6533. Deferred Compensation.

The District shall provide a matching contribution, on behalf of each employee in a classification listed in Section 6500 who is a participant in the 401(k) Plan ~~-savings plan~~ provided for in Division VI, Chapter 78, Article 61 of this Code, in the amount of one (1) dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to the 401(k) Plan Section 3.2 ~~Section 6765(a)~~. Commencing July 1, 2004, or as soon thereafter as practical, the maximum District matching contribution shall not exceed four and one-half percent (4.5%) of the employee's total cash compensation and salary reductions permitted under Sections 401(k), 414(b) and 457 of the Internal Revenue Code during that time period. This section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code.



**Division IV****WATER SERVICE POLICIES****§ 4509. Water Restricted to Use Within the District.**

In order to ensure that water served by the District is not used for the direct or indirect benefit of areas outside the District, the amount of water served by the District's facilities that shall be made available to any member public agency shall be limited to an amount equal to that required for uses within the area of the District lying within, or served by or through, such member public agency. No area lying outside the boundaries of the District shall be served with water from the District's facilities, except as service to such area may, when found to be such by the Board, be a reasonably unavoidable incident to the service of such water within the District, and under such circumstances the amount of water served by the District that shall be made available to any member public agency shall be limited to an amount equal to that required for uses within the area of the District lying within, or served by or through, such member public agency. Any question of fact involved in the application of this Section 4509 shall be finally determined by the Board, after giving the member public agency concerned adequate opportunity to present pertinent factual evidence and the views of such member public agency.

**§ 4704. Compliance with Environmental Obligations for Service Connections.**

Member public agencies are responsible for ensuring that the obligations of lead agencies as described in the California Environmental Quality Act and its implementing guidelines are fulfilled. The District shall fulfill all other obligations that may arise from its involvement in construction of the service connections and shall provide such information as it has available which is necessary to ensure compliance with the Act and its implementing guidelines.

**Division V****FINANCIAL MATTERS****Chapter 2****FINANCIAL POLICIES****§ 5200. Funds Established.**

To provide for accountability of public moneys in accordance with applicable federal and state law and regulations and Board policies, the following funds active or prospectively active have been established in the Treasury of the District:

...

(k) Iron Mountain Landfill Postclosure Maintenance and Corrective Action Trust Fund (Fund No. 6005, established 1990). Used as a trust fund to maintain moneys sufficient to cover the costs of postclosure maintenance and/or corrective action of the District's solid waste landfill facility at Iron Mountain, in accordance with regulations of the California Department of Resources Recycling and Recovery, and subject to the conditions contained in Section 5201(m).

(l) Water Standby Charge Fund (Fund No. 1005, established 1992). Used to separately hold revenues attributable to water standby charges; amounts deposited in this fund are used exclusively for the purpose for which the water standby charge was authorized.

(m) Water Transfer Fund (Fund No. 1007, established 1995). Used for moneys set aside for the purchase of water through transfers or similar arrangements, and for the costs of filling the Eastside Reservoir Project.

(n) Self-Insured Retention fund (Fund No. 1008, established 1999). Used to separately hold amounts set aside for emergency repairs and claims against the District as provided in Section 5201(o).

(o) Lake Mathews Multi Species Reserve Trust fund (Fund 6101, established 1997.) Used as set forth in agreement between Metropolitan and the Riverside County Habitat Conservation Agency for the Multi Species Reserve.

(p) There shall be established in the Treasury of the District such funds and accounts as are required pursuant to bond covenants, tax and non-arbitrage certificates, bond counsel letters of instruction and related documents, to provide for accountability of District funds and compliance with applicable federal and state law and regulations. Such funds and accounts shall be established for each issue of bonds, notes or other obligations of the district as required in the respective bond or note resolution and closing documents.

(q) Water Stewardship Fund (Fund No. 1009 established 2005). Used to collect revenue from the Water Stewardship Rate and to pay costs associated with water recycling, seawater desalination, conservation, brackish water desalination, or other demand management programs. These funds can also be used to fund administrative costs associated with these programs. Funds may be used as directed by the Board, for other lawful purposes, in accordance with Section 5201(p) and Section 5202(d).

## **Division VI**

### **PERSONNEL MATTERS**

#### **Chapter 2**

### **PERSONNEL REGULATIONS**

**§ 6227. Sick Leave.**

(a) Employees shall accumulate sick leave at the following rates:

(1) Regular and Recurrent employees shall accumulate sick leave with full pay at the rate of .045978 hours for each hour of service.

(2) Temporary employees, excluding Annuitants, shall accumulate sick leave with full pay at the rate of .033333 hours for each hour of service effective July 1, 2015.

(b) Such leave may be taken for absences from duty made necessary by:

(1) Incapacity due to illness.

(2) Incapacity due to injury incurred in the line of duty with the District to the extent provided in Section 6244 of this Code, or to injury not incurred in the line of such duty.

(3) A female employee's incapacity due to pregnancy, childbirth, miscarriage, or abortion.

(4) Medical, dental or ocular examination or treatment of an employee, without incapacity, for which appointment cannot be made outside working hours, but limited to four hours for each appointment.

(5) To attend to the illness or injury in the employee's immediate family, other than the employee's own illness, to the extent permitted by Section 6229 of this Code. For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, child, parent, sibling, grandparent, or grandchild, or designated person. A "designated person" for purposes of this section means a person identified by the employee at the time the employee requests special leave with pay and may include any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) designated person per 12-month period for paid sick days.

(6) To seek medical attention for injuries, obtain services from a shelter, program, or crisis center, psychological counseling or to participate in safety planning, including temporary or permanent relocation when an employee is a victim or survivor of domestic violence, sexual assault or stalking to the extent and limitation provided in Section 6229 of this Code.

(c) Physician Certification.

(1) A physician's certification or other proof of incapacity or treatment may be required if an employee's supervisor believes that a medical verification is justified in order for the employee to fulfill his or her job requirements or if the employee has a leave abuse problem. Notice of this requirement shall be given in advance in all cases of prior leave abuse. A

physician's certification shall be required for all sick leave absences exceeding ten (10) working days.

(2) A physician's certification authorizing an employee's return to work from serious illness or injury shall be reviewed by the District's medical support in Workplace Health & Safety prior to the employee's return to work. An illness or injury may require additional medical examinations/testing in order to determine whether the employee can safely perform his or her duties, or to determine appropriate work restrictions. Such examination/testing will be done at District expense and on District time if the District requires that it be conducted by District-selected medical personnel.

(3) In the event sick leave is requested while an employee is on vacation, a certification by an attending physician is required for the granting of sick leave.

(d) Accumulation of Sick Leave for Regular and Recurrent Employees.

(1) Accumulation of sick leave as of the pay period of any annual payroll cycle which includes November 15, shall not be in excess of 1,000 hours of sick leave.

(2) If, during the pay period of any annual payroll cycle which includes November 15, an employee's total of accumulated sick leave exceeds the limitation on accumulation stated in Section 6227(d)(1), the excess accumulated sick leave shall, as soon as practicable after the end of that payroll period, be paid to the employee entitled thereto at the employee's hourly pay rate at the end of said payroll period for 52.2 percent of the excess accumulated hours of such sick leave.

(3) An employee who separates from employment with the District, and has an accumulation of 10,440 hours of service with the District without interruption, will be paid at the employee's hourly pay rate for 52.2 percent of all accumulated sick leave. If the employee is rehired within twelve (12) months from their separation date, then any unused sick leave will be reinstated.

(4) If an employee retires in accordance with the Public Employees' Retirement Law, as stated in Government Code Section 20965, the employee may elect one of two options: (1) to be paid at the employee's hourly pay rate for 52.2 percent of the excess accumulated hours of sick leave at the time of separation with the remaining 47.8 percent converted to additional service credit; or (2) to have 100 percent of such accumulated hours converted to additional service credit. If the employee makes no election, the employee will be defaulted to option (1).

(5) Except as provided in Section 6248 and Section 6227, there shall be no cancellation of earned but unused sick leave.

(e) Employees on military leave, either reserve, National Guard, State Guard or extended military service do not lose their accumulated sick leave credit.

(f) Accumulation of Sick Leave for Temporary employees, excluding Annuitants.

(1) A Temporary employee's accumulation of sick leave shall be limited to a total not to exceed sixty (60) hours.

(2) Upon separation from employment with the District, a Temporary employee will not be compensated for unused paid sick time.

(3) A Temporary employee who separates from employment with the District, and is rehired by the District within twelve (12) months from the date of separation, shall have his or her previously accrued and unused paid sick days reinstated.

(g) The unauthorized use of sick leave may result in disciplinary action.

#### **§ 6228. Disability Leave.**

(a) Subject to the maximum accumulation stated below, employees shall accumulate disability leave with partial pay equal to the number of hours hereinafter indicated.

	Working Hours Credited Not to Exceed the Maximums Hereinafter Stated	
	At 75 Percent of Hourly Pay Rate	At 50 Percent of Hourly Pay Rate
At each of 1,040 hours; 2,080 hours; 4,160 hours and 6,240 hours of total service,	48	48
At 8,320 hours of total service,	88	88
At 10,400 hours at each subsequent 2,080 hours of total service,	40	40

The total number of hours of accumulated disability leave shall not exceed 800 hours at 75 percent of full pay and 800 hours at 50 percent of full pay. Total service shall include all eligible time spent in the employ of the District, excluding time spent on disability leave, leave without pay, and service under categories of employment not eligible for disability leave.

(b) Disability leave may be taken only after exhaustion of all accumulated sick leave and subject to the following conditions:

(1) Disability leave may be taken only in the event of the employee's disability due to illness, injury, pregnancy, childbirth, miscarriage, or abortion.

(2) Except as provided for in Section 6244, an employee shall not be entitled to disability leave until forty (40) hours shall have elapsed following the exhaustion of accumulated sick leave.

(3) Medical or other certification in form acceptable to the employee's Department Head shall be furnished within five (5) working days of the commencement of a period of claimed disability leave and shall be renewed at intervals not exceeding thirty (30) calendar days after the date of the initial or any subsequent certification until termination of the disability leave, or as otherwise determined by the Department Head.

(4) Disability leave shall be taken by first exhausting disability leave payable at the rate of 75 percent of full pay and thereafter exhausting disability leave payable at the rate of 50 percent of full pay; and cannot be taken for intermittent time off.

(5) No added disability leave shall be credited during any period when an employee is on disability leave.

(6) Disability leave shall terminate on the date of retirement or on the date employment is terminated, whichever comes first.

(7) Except as provided for in Section 6244, an employee who is on disability leave shall not be entitled to take annual leave until the exhaustion of disability leave or the termination of disability, whichever comes first.

(c) An employee who has taken less than all the accumulated disability leave and then returns to work, may, after using any accumulated sick leave and subject to the conditions of Section 6228(b), take the remaining disability leave together with any disability leave credited since returning to work for a recurrence of the same disability or for any other disability.

(d) An employee who has taken any part or all of accumulated leave shall, upon returning to work, accumulate disability leave as if the employee's total service, as that term is defined in Section 6228(a), commenced on the date of return to work. In no event shall accumulated disability leave earned either at the rate of 75 percent of the hourly rate or at the rate of 50 percent of the hourly rate exceed the amount of accumulated disability leave in either category determined with regard to an employee's total service from the date of first employment with the District. Nevertheless, in the event that any employee with 4,160 or more hours of total service returns having exhausted all 75 percent and 50 percent disability leave allotment, said employee shall be credited with 48 hours disability leave payable at the rate of 75 percent of the hourly rate and 48 hours disability leave payable at the rate of 50 percent of the hourly rate on the day of returning to work provided such crediting of disability leave occurs only once in any 1,040 hours.

(e) An employee who has been employed by the District and is re-employed shall not be entitled to disability leave prior to completion of 1,040 hours of total service after such reemployment, unless rehired within twelve (12) months from last separation date. The

employee shall then be credited with accumulated disability leave corresponding to the employee's total service, and shall thereafter accumulate disability leave corresponding to the employee's total service. In no event shall such employee have accumulated disability leave exceeding that which would have accumulated as determined under Section 6228(d).

(f) An employee who is on annual leave or leave without pay and who is authorized to take sick leave and who thereafter exhausts accumulated sick leave shall be entitled to disability leave in the same manner as if the employee had been on working status at the time sick leave commenced.

(g) An employee who has taken disability leave in excess of thirty (30) calendar days will be required to provide a physician's statement attesting to the employee's fitness, based upon the employee's normal duties stated in the job description, before returning to work, and may be subject to medical examination. Such examination will be done at District expense and on District time if the District requests that it be conducted by District-selected medical personnel.

(h) For the purpose of this Section 6228, a District Holiday falling within any period of disability leave shall be deemed to be a working day.

(i) Annual and sick leave shall not accrue during periods of disability leave, and will not accrue Metropolitan service credit.

#### **§ 6229. Special Leave.**

(a) Special leave with pay may be taken and charged against an employee's sick leave credits, subject to the limitations provided in this section. Such leave shall be permitted for the medical procedure of an employee's immediate family, the birth of the employee's child or the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's immediate family member. The total use of such special leave with regard to a medical procedure, birth, or health condition shall not exceed forty-eight (48) hours in a calendar year as defined in California Labor Code Section 233.

(b) For purposes of this section, "immediate family" means a spouse, state-registered domestic partner, child, stepchild, parent, stepparent, parent-in law, brother or sister, grandparent, grandchild, designated person or any other person meeting the definition of "family member" pursuant to Labor Code Section 245.5(c).

(c) Special leave with pay may also be taken and charged against an employee's sick leave credits, subject to limitations provided in this section, by an employee who is the victim or survivor of domestic violence, sexual assault, or stalking. An employee who is the victim or survivor of domestic violence, sexual assault, or stalking shall be permitted to take special leave to seek medical attention, obtain services from a shelter, program, or crisis center, psychological counseling or to participate in safety planning, including temporary or permanent relocation as defined by Labor Code Sections 230(c) and 230.1(a). The total such special leave in accordance with this paragraph shall not exceed forty-eight (48) hours in a calendar year.

...

**§ 6231. Family and Medical Leave.**

(a) The District will provide Family and Medical Leave for an employee as required by state and federal law.

(b) For purposes of this section, “employee” shall mean an employee who has at least one (1) year of service with the District and at least 1,250 hours active service during the one year period immediately preceding the commencement of the request for a Family and Medical Leave.

(c) For purposes of this section, per the U.S. Department of Labor definition at 29 USC Sec. 2611(7) and 29 CFR Sec. 825.122(c), “parent” shall mean a biological, adoptive, step or foster father or mother, or any other individual who stood in *loco parentis* to the employee when the employee was a son or daughter. This term does not include any “parents-in law.”

(d) For purposes of this section, “designated person” shall mean a person identified by the employee at the time the employee requests Leave with pay and may include any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) designated person per 12-month period for Family and Medical Leave purposes. (Government Code Sec. 12945.2(b)(2).)

(e) The following provisions set forth certain of the rights and obligations with respect to Family and Medical Leave. Rights and obligations which are not specifically set forth or defined below are contained in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (“FMLA”) and the California Fair Employment and Housing Commission regulations implementing the California Family Rights Act (“CFRA”)(Government Code Sec. 12945.2).

(f) Unless otherwise provided by this section, “Family and Medical Leave” and “Leave” shall mean leave pursuant to the FMLA and/or CFRA.

(g) An employee is entitled to a total of twelve (12) weeks of Leave during any 12-month period to care for a newborn child, due to the placement of an adopted or foster child, to care for a son or daughter, parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).), spouse, state-registered domestic partner, grandparent, grandchild, sibling or designated person who has a serious health condition, or because of the employee’s own serious health condition that prevents the employee from performing any one or more of the essential functions of the employee’s position. The 12-month period for calculating Leave entitlement will be the 12-month period measured backward from the date an employee uses any Leave.

(h) An employee’s entitlement to Leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. Parents who are both



employed by the District are each entitled up to twelve (12) weeks of Leave for the birth or adoption of a child or the placement of a foster care child.

(i) Married employees or state-registered domestic partners, who are both employees of the District, and who have an active-duty service member in their family, shall be entitled to qualifying exigency Leave, to manage active duty-related family affairs, and to injured service member care Leave, consistent with FMLA. Refer to military family Leave at subsection (r)(1) and (r)(2) of this Section 6231 regarding qualifying exigency Leave and injured service member care Leave.

(j) An employee shall provide at least thirty (30) calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave. To be eligible for a Leave, the employee must follow the District's usual and customary call-in procedures for reporting an absence as detailed in section 6241.

(k) An employee who takes a Leave for his or her own serious health condition is required to submit a Return to Work/Doctor's Release prior to returning to work.

(l) When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:

(1) All sick leave;

(2) Forty (40) hours of annual leave. If annual leave is exhausted, the employee must choose to use other paid or unpaid leave to complete the forty (40) hours. For regular part-time and Recurrent employees, hours will be adjusted to their standard weekly hours;

(3) The employee has the option of using additional paid leave at full pay. If the employee chooses to use additional paid leave at full pay, it must be used in the following order:

- (i) The balance of the employee's annual leave;
- (ii) Other paid leave;

(4) If the employee elects to not use additional paid leave at full pay, then the employee shall utilize leave in the following order:

- (i) 75% disability;
- (ii) 50% disability;
- (iii) Annual leave;
- (iv) Other paid leave at the employee's option;
- (v) Unpaid leave;

(5) The exhaustion of the paid leave shall run concurrently with the Leave.

(m) When the Leave is taken for the birth of a child of the employee, for the placement of a child with the employee for adoption or foster care, or to care for the employee's spouse, state-registered domestic partner, son or daughter, parent (as defined by the U.S. Department of Labor

in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).), grandparent, grandchild, sibling or designated person who has a serious health condition or a military family Leave, the employee shall utilize Leave in the following order:

- (1) Special leave;
- (2) Optionally, to use a maximum of 240 hours of available sick leave;
- (3) Optionally, to use annual, personal, compensatory time, or recurrent leave;
- (4) Unpaid leave.

The exhaustion of the paid leave shall run concurrently with the Leave. For purposes of this section, leave taken to care for a “designated person” does not apply to military family Leave.

(n) If an employee takes sick leave or partial pay disability leave without requesting Family and Medical Leave, within five (5) days of the employee’s return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family and Medical Leave.

(o) The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to twelve (12) weeks within a 12-month period commencing with the start of the Leave.

(p) An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.

(q) Any leave taken by an employee under the California Fair Employment and Housing Act’s provisions applicable to pregnancy-related disabilities cannot be counted against the 12-week limitation on Family and Medical Leaves authorized under CFRA.

(r) Military Family Leave:

The two types of military family Leave available are:

(1) Qualifying Exigency Leave. An employee is entitled to a total of twelve (12) weeks of Leave during any 12-month period to help manage the family affairs of a member who is their spouse, state-registered domestic partner, son, daughter or parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).) who is on active duty or is being called to active duty status.

(2) Injured Service Member Care Leave. An employee is entitled to a total of twenty-six (26) weeks of Leave during any 12-month period to care for a covered service member with a serious injury or illness incurred in the line of duty or within five (5) years of the

date the service member or veteran undergoes medical treatment, recuperation, treatment, or therapy including aggravation of existing or pre-existing injuries incurred while in the line of duty. Employees entitled to this Leave are the spouse, state-registered domestic partner, parent (as defined by the U.S. Department of Labor in 29 USC Sec. 2611(7); 29 CFR Sec. 825.122(c).), child or next of kin of the injured or ill service member.

Married employees and state-registered domestic partners who are both employees of the District may be subject to a combined twelve (12) weeks or twenty-six (26) weeks of Leave based on specified family and medical reasons pursuant to FMLA.

...

#### **§ 6243. Bereavement Leave.**

Upon the death of a member of an employee's immediate family, the employee shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days, or, one work week as determined by the employee's assigned work schedule, if the death occurs 250 miles or more from the employee's place of residence. If the death does not occur 250 miles or more from the employee's place of residence, then the employee shall be allowed additional bereavement leave without pay not to exceed two (2) working days, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt or uncle. An employee, if requested by Metropolitan, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The bereavement leave shall be completed within three (3) months of the date of death of the family member.

...

#### **§ 6246. Military Leave.**

(a) Every employee who is a member of the National Guard or Naval Militia, or a member of the reserve corps or force in the Federal military, naval or marine service, or in the State Guard, shall be entitled to military leave in accordance with the applicable provisions of the Military and Veterans Code of the State of California. Metropolitan will also comply with Title 38, Chapter 43 of the United States Code (Uniformed Services Employment and Reemployment Rights Act)("USERRA"). The present law provides, in general, that a person having one (1) year or more of service with the District is entitled to military leave with pay for a period not exceeding thirty (30) calendar days per fiscal year. Members of the State Guard are entitled to military leave without pay not to exceed fifteen (15) calendar days per fiscal year. The military

service time of a new employee who comes to the District directly from military service may be applied to the one-year employment requirement necessary to the granting of military leave.

(b) Veterans are entitled, in general, to reemployment if they serve not more than five (5) years in the military, although exceptions allowed by federal law may apply per USERRA. The period a service member has to make a request for reemployment or report back to work after military service is based on time spent on military duty.

(1) For service of less than thirty-one (31) days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period.

(2) For service of more than thirty (30) days but less than 181 days, the service member must submit certification of military service for reemployment within fourteen (14) days of release from service.

(3) For service of more than 180 days, certification of military service for reemployment must be submitted within ninety (90) days of completion of a service member's military service.

Metropolitan may request that an employee who is absent for a period of service of thirty-one (31) days or more provide documentation showing that their request for reemployment is timely, the employee has not exceeded the five-year service limitation, and the employee's separation from military service was other than disqualifying under federal law. Military documents may include Military Discharge Documents, DD-214, or Certification of Military Service record.

A reemployed employee may not be discharged without cause: (1) For one (1) year after the date of reemployment if the employee's period of military service was for 181 days or more; (2) For 180 days after the date of reemployment if the employee's period of military service was for thirty-one (31) to 180 days.

Cause for discharge may be based on conduct or the application of legitimate nondiscriminatory reasons. Employees who serve for thirty (30) or fewer days are not protected from discharge without cause. However, they are protected from discrimination because of military service or obligation.

(c) Employees on military leave do not lose their accumulated sick leave credits. The District will restore the veteran to employment as though no interruption of District service has occurred. The District will apply all general pay adjustments enacted by the Board to the old base salary as though the veteran had not been absent. The veteran need not be returned to the former position but will be given a position of status and pay equivalent to the former position. Although the veteran earns no leave while absent on military leave, neither does the veteran lose any leave balances while absent on military leave. Military service time is added to the length of District service for purpose of computing the rate at which a returning veteran will earn annual leave.

(d) If the employee returns to work within six (6) months of their active duty discharge date, and the release was not due to a dishonorable discharge, the employee may submit to CalPERS the Military Leave Service Credit application and documentation for review. CalPERS will determine if the military leave of absence service time will be added to the employee's CalPERS service credit, and if it will be at no cost to the employee, or if the employee will have an option to purchase the additional service credit.

(e) Military Spousal Leave. Every employee who has worked at least an average of twenty (20) hours a week in the last six (6) months and is married to a service member is entitled to ten (10) days leave when his or her spouse returns from active duty. Employees must notify the District of their intention to take this leave within two (2) business days of receiving official notice that the spouse will be on leave from military deployment, and inform their manager if they intend to use annual, personal or no-pay leave.

## **Chapter 5**

### **MANAGEMENT AND CONFIDENTIAL EMPLOYEES – GENERAL**

#### **Article 2**

#### **BENEFITS**

##### **§ 6530. Bereavement Leave.**

Upon the death of a member of an employee's immediate family, a classification listed in Section 6500 shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days, or, one workweek as determined by the employee's assigned work schedule, if the death occurs 250 miles or more from the employee's place of residence. If the death does not occur 250 miles or more from the employee's place of residence, then the employee shall be allowed additional bereavement leave without pay not to exceed two (2) working days, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. For the purposes of this section, "immediate family" means spouse, state-registered domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt or uncle. An employee, if requested by Metropolitan, within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The bereavement leave shall be completed within three (3) months of the date of death of the family member.

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##### **§ 6533. Deferred Compensation.**

The District shall provide a matching contribution, on behalf of each employee in a classification listed in Section 6500 who is a participant in the 401(k) Plan provided for in Division VI, Chapter 8, Article 1 of this Code, in the amount of one (1) dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to the 401(k) Plan Section 3.2. Commencing July 1, 2004, or as soon thereafter as practical, the maximum District matching contribution shall not exceed four and one-half percent (4.5%) of the employee's total cash compensation and salary reductions permitted under Sections 401(k), 414(b) and 457 of the Internal Revenue Code during that time period. This section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code.



- **Board of Directors**  
***Legal and Claims Committee***

12/13/2022 Board Meeting

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**7-9**

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**Subject**

Authorize an increase of \$100,000, to an amount not to exceed \$500,000, for a contract for legal services with Hanson Bridgett LLP to provide legal advice on deferred compensation plans, other employee benefits, taxes, and CalPERS matters; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

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**Executive Summary**

The General Counsel entered into a contract with the law firm of Hanson Bridgett LLP (Hanson Bridgett), as special counsel, on November 1, 2017, for the amount of \$100,000 to provide Metropolitan with legal, tax, and benefits advice on Metropolitan's deferred compensation plans and other employee benefits. The firm has specialized expertise and has assisted Metropolitan in the revision of its deferred compensation program and advised on related tax issues. The Board authorized contract increases in 2018, 2020, and 2021, bringing the current not-to-exceed amount to \$400,000. The firm's assistance will be required going forward to assist with legally required changes to the plans, and review of various procedures relating to deferred compensation and other employee benefits. Staff's experience is that the workload remains constant, and the cost incurred is approximately \$100,000 per year.

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**Details**

**Background**

The General Counsel entered into a contract with Hanson Bridgett, as special counsel, on November 1, 2017, for the amount of \$100,000 to provide Metropolitan with legal, tax, and benefits advice on Metropolitan's deferred compensation plans and other employee benefits. Because it is an area of specialized expertise, Metropolitan has regularly retained special counsel for its deferred compensation plans. Hanson Bridgett has expertise and experience in public agency deferred compensation programs. The firm also has expertise in and provides advice on other tax, employee benefits, and CalPERS matters. The firm also provides Metropolitan with current legislative and regulatory guidance on new laws, IRS rules, and U.S. Treasury regulations.

In 2018, Metropolitan selected a new record keeper and amended its deferred compensation plans. Hanson Bridgett assisted in these efforts, including the review of record-keeper-related agreements and the incorporation of numerous changes to the plans requested by the participants.

In 2019, Metropolitan further updated its deferred compensation plans to expand plan features for participants and streamline plan administration. Hanson Bridgett assisted in these efforts and advised on several issues, such as de minimis account forfeitures, plan rollovers, and deferral contributions. The firm also assisted with the development of a managed account services agreement to offer online and personal account management advice to plan participants.

In 2020, Metropolitan enhanced its plans' operations to make the plans' features more convenient for participants. Hanson Bridgett assisted in these efforts and advised on many topics, such as automated loan payments, electronic signatures on plan forms, and unified beneficiary designation rules and procedures. The firm also advised Metropolitan on the incorporation of COVID-19 loans and hardship distribution rules for qualified participants.

In 2021 and 2022, Metropolitan automated its required minimum distribution procedures and drafted plan amendments to allow qualified birth and adoption distributions and lower the 457(b) plan in-service distribution age limit to age 59½. As requested by participants, it also added Environmental, Social, and Governance funds to its fund lineup and provided non pro rata options for partial distributions. Hanson Bridgett assisted in these efforts and advised on other issues, such as plan loan offsets, death benefits determinations, and after-tax Roth deferrals for the participants. They also advised on employee benefits matters, such as employer tax credits for family and sick leave coverage.

In September 2018, March 2020, and March 2021, the Board authorized increases of \$100,000 for a current not-to-exceed amount of \$400,000. Currently, the record keeping contract is being renewed, and the plans' loan policy amended to add loan payment options. By early next year, new retirement plan legislation is anticipated, new IRS rules for required minimum distributions will be released, and plan amendments will be considered.

Staff requests authority to increase the maximum amount payable pursuant to this contract by \$100,000 to an amount not to exceed \$500,000 so that Hanson Bridgett may continue to assist Metropolitan with its deferred compensation plans and related legal services.

While the rate of expenditure is dependent upon the need for expert assistance, it is anticipated that the proposed increase will be adequate for up to one additional year.

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## **Policy**

Metropolitan Water District Administrative Code Section 6430: General Counsel Powers and Duties

Metropolitan Water District Administrative Code Section 6810: Employee Deferred Compensation and Savings Plans

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

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## **California Environmental Quality Act (CEQA)**

### **CEQA determination for Option #1:**

The proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or 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). In addition, the proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and involves continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). Finally, where it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, the proposed action is not subject to CEQA (Section 15061(b)(3) of the State CEQA Guidelines).

### **CEQA determination for Option #2:**

None required



## Board Options

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### Option #1

Authorize an increase of \$100,000, to an amount not to exceed \$500,000, for a contract for legal services with Hanson Bridgett LLP to provide legal advice on deferred compensation plans, other employee benefits, taxes, and CalPERS matters.

**Fiscal Impact:** \$100,000 for the provision of the authorized legal services

**Business Analysis:** Metropolitan will obtain specialized legal expertise for its deferred compensation plans.

### Option #2

Do not authorize an increase in the maximum amount payable under this contract with Hanson Bridgett LLP.

**Fiscal Impact:** No known fiscal impact

**Business Analysis:** Metropolitan will not obtain specialized legal expertise for its deferred compensation plans.

## Staff Recommendation

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Option #1

  
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Marcia Scully  
General Counsel

12/6/2022

Date

Ref# 112684337



Legal & Claims Committee

# Request for Additional Funds for Outside Counsel Hanson Bridgett LLP

Item 7-9

December 13, 2022

## Special Counsel

### Request for Additional Funds for Special Counsel

- To increase existing contract with Hanson Bridgett LLP by \$100,000 to an amount not-to-exceed \$500,000

## 401(k) and 457(b) Plans and Employee Benefits

### Specialize in 401(k) and 457(b) Plans and Employee Benefits

- Regularly retain for Deferred Compensation Plans and Employee Benefits
- First retained in 2017
- Increased contract maximum authorized in 2018, 2020, and 2021

## Primary Use is for Deferred Compensation

- Plan updates and features
- Service agreements
- Best practices and procedures
- New laws, IRS Rules, and U.S. Treasury regulations

## Other Uses

- Tax
- Other Employee Benefits
- CalPERS Matters

## Going Forward

- Renewal of record keeping agreement
- Continuation of work to maintain/revise plan and loan policy
- New legislation and new IRS rules by early next year will require additional changes to the plan

## Board Options

- Option #1  
Authorize an increase of \$100,000, to an amount not-to-exceed \$500,000, for a contract for legal services with Hanson Bridgett LLP to provide legal advice on deferred compensation plans, other employee benefits, taxes, and CalPERS matters.
- Option #2  
Do not authorize an increase in the maximum amount payable under this contract with Hanson Bridgett LLP.



## Staff Recommendation

- Option #1  
Authorize an increase of \$100,000, to an amount not-to-exceed \$500,000, for a contract for legal services with Hanson Bridgett LLP to provide legal advice on deferred compensation plans, other employee benefits, taxes, and CalPERS matters.



# Questions

