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**Re: Major Inadequacies in Risk Disclosures to Prospective Investors in Evaluating Westlands Water District 2020A and 2020B Revenue Bonds**

[<https://www.fitchratings.com/research/us-public-finance/fitch-rates-san-luis-unit-westland-water-district-revs-at-a-outlook-stable-01-06-2020>]

To Mr. Legorburu, Mr. Linnell, and Fitch Group Staff:

The undersigned organizations are united in awareness of extraordinary economic, environmental and legal risks associated with pending attempts of Westlands Water District (Westlands)—thus far without success in any court of law—to expedite the conversion of its long-term water service contract with the United States Bureau of Reclamation (Bureau) into a permanent repayment contract (“contract conversion”) before complying with numerous requirements of law. The future of the contract at issue, the largest in the Central Valley Project system, will have profound consequences for water users, protected species, ratepayers, and consumers from the Trinity River watershed through the Delta and beyond.

We write out of grave concern that in its above-noted evaluation of Westlands’ proposed revenue bonds, Fitch misreports the likely consequences of still-unresolved legal challenges, and does not address major long-term risks associated with Westlands’ proposed conversion contract. These deficiencies, described below, are in urgent need of correction and further analysis to avoid misleading potential investors and the public.

## Westlands' Unvalidated Contract Conversion is Unenforceable

Although Fitch's evaluation recognizes that Westlands "faces legal challenges to the contract conversion," it drastically understates the consequences of these challenges by uncritically repeating Westlands' self-serving attempts to minimize its legal and related financial problems. Fitch's evaluation includes the following statements, with Westlands itself noted as the key source of information:

- "The district believes, based on written communication with the USBR and prior court decisions, that the district's inability to obtain a validation judgement [*sic.*] does not render the conversion contract void, and that the executed contract between the district and USBR, effective June 1, 2020, will govern the rights and obligations of the U.S. and the district after the effective date."
- "At this time, the district does not anticipate that an adverse ruling would have a material impact on the district's ability to pay principal and interest on the series 2020 bonds. If the court were to not validate the execution of the permanent contract, the district anticipates that CVP water deliveries would continue under a revised contract, subject to renewal under existing federal reclamation laws for at least the duration of the series 2020 bonds."

These statements are not simply wishful thinking on Westlands' part; they are materially misleading. Both the conversion contract and underlying legal requirements establish that in the absence of Westlands obtaining a still-elusive validation judgment, the conversion contract cannot be lawfully enforced. Attached as **Exhibit 1** is Article 47 of Westlands' executed conversion contract, dated February 28, 2020, which provides as follows (emphasis added): "Promptly after the execution of the amended contract, the Contractor (Westlands) will provide to the Contracting Officer (the Bureau of Reclamation) a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization and execution of this amended contract. *This amended Contract shall not be binding on the United States until the Contractor secures a final decree.*"

Article 47 clearly indicates that a validation judgment is a necessary precursor to a binding contract. Moreover, the necessity of such a judgment is grounded in a federal law requirement dating back to 1922. (See Act of May 15, 1922, ch 190, § 1, 42 Stat. 511.) This requirement in 43 U.S.C. § 511 requires as follows: "That no contract with an irrigation district under this Act shall be binding on the United States until the proceedings on the part of the district for the authorization of the execution of the contract with the United States shall have been confirmed by decree of a court of competent jurisdiction, or pending appellate action if ground for appeal be laid."

Westlands itself, not its critics, initiated the validation action for the contract conversion in Fresno County Superior Court. (*Westlands Water District v. All Persons*, No. 19CEG03887.) Westlands attempted, and failed, to secure a validation judgment prior to its current, and premature, effort to complete the contract conversion and sell revenue bonds based on the unproven assumption it can be lawfully enforced.

Fitch’s evaluation should be revised to account for the order of the Fresno County Superior Court attached as **Exhibit 2**, denying Westlands’ motion to validate its contract conversion. That order, based on a February 27, 2020 tentative ruling, became final on March 16, 2020. Although several parties have appealed a separate portion of the order pertaining to the timeliness of their answers, the substance of the order remains in place. Among other problems, the Court noted material deficiencies in the converted contract framing the validation action, and found Brown Act violations in Westlands’ process for authorizing the contract. Rejecting aggressive efforts by Westlands to expedite validation of the contract conversion, and to portray omitted information as merely technical, the court found Westlands’ proposed contract materially deficient. Numerous other legal problems with the proposed violation, including inconsistency with laws protecting the Delta and other water users, remain to be adjudicated.

As presently drafted, the language above from Fitch’s evaluation, uncritically relying on Westlands’ own statements, leaves numerous unanswered questions. Has Fitch asked Westlands to identify and provide its staff with copies of the referenced written communications with the Bureau of Reclamation and prior court decisions? If so, can these be identified promptly for the undersigned organizations? Has Westlands explained the specific reasons for which Article 47 would be invalidated? Has Fitch conducted any independent legal analysis to determine whether the assertion by Westlands that any such written communications and court decisions could invalidate Article 47?

### **Westlands’ Contract Conversion Lacks Any NEPA and ESA Compliance**

Despite requests of numerous organizations and agencies, the Bureau of Reclamation has not completed—indeed, not even initiated—*any* environmental review for Westlands’ contract conversion, as required under the National Environmental Policy Act (NEPA). Comment letters sent months ago demanding NEPA compliance have gone unheeded and unanswered. Avoiding this NEPA compliance is a glaring failure, given that completion of the Bureau of Reclamation’s obligations related to contract conversion under federal law clearly requires it to exercise discretion necessitating NEPA compliance, and that the Bureau until recently recognized the need for that compliance.

Nor does the 2016 federal law pertaining to contract conversion, the Water Infrastructure Improvements of the Nation Act (“WIIN Act”), Public Law 114-322, in any way supersede longstanding requirements of federal law, such as those in the Central Valley Improvement Act, Title 34, Public Law 102-575, requiring NEPA compliance in connection with renewal of long-term water services contracts. (See, e.g., *id.* at § 3404(c)(1).) And § 3404(c)(2) requires specific repayment obligations be included in any such contract. These are still absent. Ironically, the Bureau continues to recognize the need for NEPA compliance for two-year interim contract extensions, but has provided none before executing a converted contract seeking to extend it in perpetuity. Furthermore, the Bureau similarly has not attempted, much less completed, efforts to comply with the Endangered Species Act for the Westlands contract conversion.

Attached as **Exhibit 3** is the complaint filed on May 20, 2020 in *Center for Biological Diversity, et al. v. United States Bureau of Reclamation* (Eastern District of California, Case 1:20-at-00362, Doc. 1). The complaint challenges the Bureau’s failure to comply with NEPA,

and also notes the Bureau's continuing failure to comply with the ESA as it relates to the contract conversion.

### **Further Problems with Westlands' Contract Conversion**

Although Fitch's evaluation acknowledges some of the uncertainty surrounding the contract conversion, it strays far too little from Westlands' own rationalizations, and gives little sense of the actual magnitude of controversy and risk. It would be hard to conceive of a more compromised and dysfunctional public process than that of Westlands and the Bureau in addressing the proposed contract conversion. The contract conversion sought by Westlands is among the most heavily criticized water contract proposals in recent California history. Press reports of the secrecy, unexplained financial changes, and lack of public notification have been extensive.

A small sampling of the press coverage on this subject is instructive. Fitch's evaluation should be revised to reference and summarize these and other articles covering Westlands' contract conversion:

***Interior proposes coveted deal to ex-client of agency head*** Associated Press, Ellen Knickmeyer, November 8, 2019 <https://apnews.com/4527b2b31fcf452f8e6d35afcebc8cf2>

***Interior Secretary Bernhardt's previous job raises questions about a deal for his ex-client***, Los Angeles Times, Michael Hiltzik, Nov. 15, 2019 <https://www.latimes.com/business/story/2019-11-15/interior-secretary-westlands-water-deal>

***California must help kill sleazy Westlands water deal***, Mercury News & East Bay Times Editorial Boards, Nov. 5, 2019

<https://www.mercurynews.com/2019/11/15/editorial-westlands-water-deal-smells-of-politics/>

***Interior Proposes Coveted Deal to Ex-Client of Agency Head*** *The Interior Department is proposing to award a contract for federal water in perpetuity to a powerful water district that used to employ Secretary David Bernhardt as a lobbyist.* US News and Reports, November 7, 2019 <https://www.usnews.com/news/politics/articles/2019-11-07/interior-proposes-coveted-deal-to-ex-client-of-agency-head>

***Westlands Water District gets permanent U.S. contract for massive irrigation deliveries***, Los Angeles Times, Bettina Boxall, Feb. 28, 2020 <https://www.latimes.com/environment/story/2020-02-28/westlands-water-district-gets-permanent-u-s-contract-for-massive-irrigation-deliveries>

***Judge rebuffs bid to lock in Westlands contract switch***, Jeremy P. Jacobs, E&E News, March 19, 2020 <https://www.eenews.net/greenwire/stories/1062646713?t=https%3A%2F%2Fwww.eenews.net%2Fstories%2F1062646713>

***Hoopa Tribe strikes at Interior's coveted Westlands Water District corporate deal***, NORTH COAST NEWS Tuesday, March 31, 2020. <https://krctv.com/north-coast-news/eureka-local-news/hoopa-tribe-strikes-at-interiors-coveted-westlands-water-district-corporate-deal>

Attached as **Exhibit 4** is a letter to the Bureau signed by the undersigned organizations and numerous others, dated April 27, 2020. The letter identifies formidable problems with the converted contract executed by Westlands and the Bureau on February 28, 2020. Final execution occurred without public negotiations or public release of the final contract and its exhibits, and without responding to, correcting, or even acknowledging, extensive public and agency comments previously submitted to the Bureau criticizing the contract conversion.

Fitch's evaluation should be revised to review and account for the detailed list of problems noted in the April 27, 2020 letter. As the letter notes, the "final" February 28, 2020 converted contract "is riddled with gaps and undisclosed provisions, as detailed in attached comments. Millions of dollars to be repaid by Westlands are deleted without explanation. Sections of the proposed contract are missing and others remain undisclosed. Attachments are identified and referenced, but withheld and undisclosed. The true amount of water to be provided is not disclosed to water users in the Delta, North of the Delta, South of the Delta, the San Joaquin Valley and Southern California. True costs and subsidies are misrepresented or just omitted." (*Id.* at p. 2.) Among the key problems detailed in the April 27, 2020 letter are the following:

- Congressionally mandated water quality standards and protections are removed and instead left to the discretion of the functionary contracting officer and Westlands to the "extent feasible."
- Congressionally mandated limits on the water service area are left to the discretion of the functionary contracting officer and Westlands to modify.
- The acreage Westlands identifies to receive water in the contract exceeds the acreage authorized by Congress under Section 1(a) the San Luis Act, Pub. Law No. 86-488, 74 Stat. 156 (1960).
- The converted contract fails to comply with numerous requirements of law, including NEPA, the ESA, the WIIN Act, numerous provisions of reclamation law, the California Environmental Quality Act, the California Endangered Species Act, and the Central Valley Project Improvement Act, and laws protecting water quality.
- Contrary to CVPIA section 3404(c)(2), the converted contract fails to ensure that provisions of law are written as contract terms enforceable between the parties.
- New cost allocation formulas initiated in 2020, and other Reclamation actions, reduce the amount Westlands owes for repayment by over 120 million dollars.
- Reclamation law and regulations requiring public notification, recirculation, and public comment on the Modified Final Contract have been circumvented. Cumulative impacts are ignored.

#### **"A Little Enron Accounting"**

Fitch's evaluation should ensure that potential investors are aware of the history of financial irregularities and violations of securities law involving Westlands, including violations

of the law by Thomas Birmingham, who continues to serve as General Manager of the District.

Attached as **Exhibit 5** is a March 9, 2016 order of the Securities and Exchange Commission (SEC) in an Administrative Proceeding entitled *In the Matter of Westlands Water District, Thomas Birmingham, and Louie David Ciapponi* (Administrative Proceeding File No. 3-17162, a matter involving “misrepresentations and omissions” by Westlands in the Official Statement for its Series 2012A bonds. (*Id.* at 2.) This enforcement action arose after Westlands artificially inflated its net revenue (operating income) by more than \$11 million in a previous year. Westlands ultimately agreed to the SEC’s cease-and-desist order under Section 8A of the Securities Act. In addition to civil penalties imposed on Westlands, Mr. Birmingham was ordered to pay a civil penalty of \$50,000, and Mr. Ciapponi, who served as Assistant General Manager, was fined \$20,000.

The director of SEC’s enforcement division, Andrew Ceresny, quoted Mr. Birmingham’s own reference to Westlands having engaged in “*a little Enron accounting*,” and concluded that Westlands’ undisclosed accounting transactions “*left investors in the dark*.” (See Securities and Exchange Commission, *California Water District to Pay Penalty for Misleading Investors*, March 9, 2016, <https://www.sec.gov/news/pressrelease/2016-43.html>.) The SEC found that if Westlands had accurately stated its 2010 position, it would have told bond buyers that it only had 11 percent of the money needed to service its debt, rather than 63 percent.

Westlands’ risky and unlawful conduct demonstrated in this enforcement action prompted Fitch to place a negative ratings watch on Westlands. (Michael Wines, *California Water District Fined by S.E.C. Over ‘Enron Accounting’*, New York Times, March 10, 2016 (online); <https://www.nytimes.com/2016/03/11/us/california-water-district-fined-by-sec-over-enron-accounting.html>.) This history, however, is equally relevant to the present, underscoring why those evaluating Westlands’ current bond issues cannot responsibly defer to the integrity of information received from Westlands and its leadership team. Much as Mr. Birmingham remains at Westlands, so does its culture of impunity, secrecy, and inclination to portray enormous financial and legal risks as if they were minor, fixable bumps in the road.

In short, Westlands’ prior misrepresentations and unlawful conduct demonstrate the need for careful scrutiny when reviewing its information relating to the risks associated with the 2020A and 2020B revenue bonds. For instance, independent analysis must explore whether Westlands has mistakenly assumed relatively stable projections for surface water allocation that are disconnected from current and likely future conditions. Since Westlands’ current leadership has already attempted to paper over inconvenient constraints with “Enron accounting,” its optimistic spin cannot be conflated with facts.

### **Surface Water and Groundwater Constraints**

Assumptions of relative stability for water deliveries to Westlands appear to be growing increasingly disconnected from reality. As Westlands’ own reporting of annual water deliveries confirms, in four of the seven years between 2013 and 2019, surface water allocations to Westlands have amounted to 20 percent or less of Westlands’ total contract entitlement. (See Westlands’ May 22, 2020 District Water Supply chart, <https://wwd.ca.gov/district-water-supply/>.) During these years, surface water costs become much more expensive to the extent that these surface water supplies are available at all. Financial projections are therefore likely to be

misleading unless they very carefully study significant variations in annual allocations, as well as anticipated future conditions.

Fitch's evaluation of Westlands' 2020A and 2020B bonds does not yet appear to fully account for additional constraints stemming from implementation of California's Sustainable Groundwater Management Act (SGMA). (See, e.g., DWR's web page on SGMA and groundwater management, <https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management>.) From the analysis provided, it is unclear whether Westlands has accurately disclosed how implementation of SGMA is likely to restrict Westlands' ability to overdraft groundwater supplies to compensate for surface water deficiencies, as they have often done in the past.

In addition to the legal constraints from statutes such as SGMA and the Endangered Species Act, climate change is likely to place growing constraints on both surface water and groundwater supplies. (See, e.g., R. Moore, et. al., *Cry Me a Reservoir: Water Management and Climate Change Adaptation*, 22 Environmental Law News (Summer 2013), p. 3, <http://landwater.org/wp-content/uploads/2014/04/Cry-Me-A-Reservoir-Water-Management-and-Climate-Change-Adaptation-Published-in-Environmental-Law-News-Vol-22-No-1-Summer-2013.pdf>.)

During the multi-year drought from 2013 through 2016, Westlands pumped more than 600,000 acre-feet of groundwater. During each of these years, groundwater represented more than half of the total water supplies within Westlands. According to Westlands, average groundwater pumping of up to 292,000 acre-feet would be available in future years. Yet during 2020, Westlands indicated in a Board meeting that it will use approximately 450,000 acre-feet of groundwater. That suggests a need to consider whether Westlands will only have 150,000 acre-feet of groundwater available in 2020.

Beyond the present year, future groundwater pumping restrictions must be fully accounted for in determining the default risk associated with the Westlands bonds. In the past, Westlands has routinely used groundwater overdrafting to compensate for surface water shortages. (See, e.g., Christian-Smith, M.C. Levy, P.H. Gleick, *Maladaptation to drought: a case report from California, USA*, P.H. Sustain Sci (2015) 10: 491. doi:10.1007/s11625-014-0269-1; <https://link.springer.com/article/10.1007/s11625-014-0269-1>(describing Westlands' maladaptation to drought and climate change, and compounding of environmental risks by making up for its reduced Central Valley Project allocations with large increases in groundwater pumping).)

For both the short-term and long term, the evaluation of Westlands' bond prospects must fully confront the high likelihood that Westlands' longstanding water supply backstop, groundwater overdraft, will be unavailable, and unlawful to attempt, in future water-short years.

### **Discrepancies in Westlands' Assumed Repayment Balance**

Evaluation of Westlands' proposed bonds needs to take into account the likelihood that the repayment balance referenced in Attachment D to the converted contract, which still remains subject to revision, will prove to be too low, perhaps significantly so. Westlands' repayment balance requirement for the conversion contract is ultimately derived from a Cost Allocation

Study, which determines the amount of Federal Water Project construction costs should be repaid by Westlands and other Federal Water Contractors. The undersigned groups believe there are significant flaws in the Cost Allocation Study, which underreports the full extent of associated costs in the Central Valley Project system and substantially understates the amount that Westlands should be repaying to the Federal Government to execute the converted contract.

The repayment amounts that emerged from negotiations between Westlands and the Bureau should also be viewed in the context of other current circumstances that may have prevented a truly arm's length negotiation. In a letter dated April 8, 2019 to the U.S. Attorney for the District of Columbia, United States Senator Ron Wyden requested an investigation of potential civil and criminal violations by the Secretary of Interior, David Bernhardt. The letter noted that “[p]ublic reporting and documents obtained via public records laws show that Mr. Bernhardt maintained his relationship with Westlands” after his November 2016 deregistration as a lobbyist, and “may have engaged in repeated lobbying contacts” with statutorily covered officials in the legislative branch.

(<https://www.wyden.senate.gov/imo/media/doc/040819%20Letter%20to%20U.S.%20Attorney%20Liu%20re%20Bernhardt.pdf>.)

The letter noted that the Inspector General's office was reviewing “repeated allegations” that as Acting Secretary Bernhardt “may have violated his ethics pledge by using his position as a federal employee to benefit Westlands.” (*Id.*)

The cloud of legal uncertainty surrounding negotiations between Westlands and the Department of Interior also carries financial risks. It is possible, for example, that a different Secretary of Interior and Bureau of Reclamation will later determine that the repayment balance reported by Westlands was too low because of flaws in the Cost Allocation Study, or that challenges to Westlands, the Bureau, or both may compel a different conclusion. Investors must be wary of how this could affect both the total amount of repayment and the future ability, if any, to enforce the conversion contract.

### **Risks from Reliance on Inflexible Crops**

Evaluation of Westlands' proposed bonds must be revised to carefully study the financial consequences of overreliance in the Westlands District on inflexible crops that lack resilience during multi-year droughts and due to climate change. The present evaluation leaves unclear whether Westlands has fully and accurately disclosed these risks. While row crop acreage may simply be allowed to fallow when water supplies are insufficient, tree crops must receive a minimum water supply each year to remain alive. Westlands has become heavily dependent upon tree crops in general and two crops in particular, almonds and pistachios.

Another extended multi-year drought is almost inevitable during the 30 year term of the 2020A bonds. Furthermore, climate change has undermined any assumption of “stationary” conditions informing assessments over this time horizon. (See R. Moore, et al., *Cry Me a Reservoir*, supra.) This has important financial consequences, as well as environmental and legal ones. For example, the evaluation must account for the likelihood of nut trees and other inflexible crops in the district not surviving the next multi-year drought. Any replacement of almond and pistachio trees would take multiple years, not months. The reasonableness and

viability of long-term uses in the district will depend on future conditions that face growing uncertainties.

### **Risks from Uncertain Water Baseline**

Evaluation of Westlands' proposed bonds must account for the highly uncertain water baseline affecting future Central Valley Project deliveries to Westlands. At least one court has already expressed concern about its assumptions concerning future CVP deliveries rooted in "stale water needs data." (*Pacific Coast Federation of Fishermen's Associations v. United States Department of Interior* (9th Cir. 2016) 655 Fed. Appx. 595, \*7.) Moreover, allocation amounts in the CVP, and in the Delta region and elsewhere in California, are notoriously oversubscribed. (See, e.g., T. Grantham and J. Viers, *100 years of California's water rights system: patterns, trends and uncertainty*, ENVIRON. RES. LETT. 9 (2014) 084012.)

### **Risks from Unresolved Drainage Problems**

Evaluation of Westlands' proposed bonds must account for chronic, unresolved problems stemming from selenium migration caused by irrigation of farms in the Westlands district. A generation after toxic drainage to the now-closed Kesterson Reservoir caused one of California's most prominent ecological disasters, the State Water Resources Control Board (State Board) still has not acted on its 1985 observation that that if Kesterson were closed and the CVP continued to supply irrigation water to Westlands without implementing an adequate disposal option, "continued irrigation in the affected area of Westlands Water District could constitute an unreasonable use of wastewater." (State Board Order WQ 85-1, at p. 43.)

### **Risks from Deficiencies in Biological Opinions**

Evaluation of Westlands' proposed bonds must account for uncertainties and risks reflected in pending litigation brought by the California Natural Resources Agency and the Pacific Coast Federation of Fishermen's Associations, challenging two 2019 Biological Opinions issued under the ESA. The challenged opinions will have consequences for Westlands and other Central Valley Project contractors, as they relate to the long-term operation of the Central Valley Project and the State Water Project.

Attached as Exhibit 6 is a March 11, 2020 order partly granting plaintiffs' request for a preliminary injunction in this pending action, *The California Natural Resources Agency, et al. v. Ross, et al.* (E.D. Cal. 2020), Case 1:20-cv-00426 (Document 106). The order notes, among other things, that "nothing in the WIIN Act modifies (or even bends) any of Federal Defendants' obligations under the ESA." (*Id.* at pp. 33-34.)

### **Request for Information**

At your earliest opportunity, please provide us with the documents Fitch Ratings used to arrive at the conclusions contained in the ratings issued June 1, 2020 with regard to the Westlands Water District 2020A revenue bonds and any other investor disclosure documents. We have been unable to obtain this information from Westlands. We remain concerned about the adequacy of the risk disclosures to prospective investors in these bonds. Please also provide us with the Public Offering Statement and all risk disclosure information included in that statement. Finally, please keep us informed of subsequent developments in your evaluation of

Westlands' proposed bonds, and keep us in mind as risks associated with Westlands' bonds receive further evaluation.

### Conclusion

We believe that the concerns expressed above cast serious, and likely insurmountable, doubts about the viability of assigning an investment-grade rating for Westlands Water District 2020A and 2020B Revenue Bonds. A thorough reevaluation is in order covering the areas detailed in this letter, and is needed to fulfill Fitch's fiduciary duty to investors who rely on its bond ratings when making investment decisions.

Should Fitch fail to revise its 2020A bond ratings, and the bonds subsequently default or otherwise become distressed, we reserve the right to share this message with any investors in these bonds as well as their legal representatives. We trust, however, that Fitch will share our concerns, and that it will decide, as it has in the past, to put Westlands under a negative ratings watch.

Respectfully,



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