



Fillmore and Piru Basins
Groundwater Sustainability Agency

**Special Board of Directors
Meeting Thursday
March 24, 2022
5:00 p.m.**

In accordance with the California Governor's Executive Stay at Home Order and the County of Ventura Health Officer Declared Local Health Emergency and Be Well at Home Order resulting from the novel coronavirus (COVID-19), the Fillmore City Hall is closed to the public. Therefore, the FPB GSA will be holding its Regular Board of Directors meeting virtually using the ZOOM video conferencing application.

To participate in the Board of Directors meeting via Zoom, please access:

<https://us02web.zoom.us/j/83793758870?pwd=R2Y4Z2Z0dHISOEM4R3ExeE9UVFBjQT09>

Meeting ID: 837 9375 8870

Password: FPBGSA

To hear just the audio portion of the meeting, phone into the toll-free number **877 853 5247**

Meeting ID: 837 9375 8870

All participants are asked to join the meeting at least five minutes in advance of the 5pm start time and be aware that all participants will be "muted" until recognized by the host. If your computer has a camera, please enable it so we can ensure better engagement between participants.

If you would like to address the Board with a question or offer a comment, please follow these simple instructions to engage the host (Clerk of the Board):

1. During a meeting, click on the icon labeled "Participants" at the bottom center of your computer screen.
2. At the bottom of the window on the right side of the screen, click the button labeled "Raise Hand."
3. Once you've been recognized by the Chair, please click on "Raise Hand" again to remove the signal.

Audio Settings ^



Chat



Raise Hand



Q&A

Similarly, if you have a comment or question for the Board, you can use the "Chat" button to convey your question or comment to the HOST, who will put you in line to address the Board.

The Fillmore and Piru Basins GSA Board of Directors appreciates your participation and patience in using Zoom to conduct its public meeting.

AGENDA

1. CALL TO ORDER

1A Pledge of Allegiance

1B Directors Roll Call

1C Public Comments

Fillmore and Piru Basins Groundwater Sustainability Agency (Agency) will accept public comment concerning agenda items at the time the item is considered and on any non-agenda item within the jurisdiction of the Board during the agendaized Public Comment period. No action will be taken by the Board on any non-agenda item. In accordance with Government Code § 54954.3(b)(1), public comment will be limited to three (3) minutes per speaker per issue.

1D Approval of Agenda Motion

2. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

2A Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

The Board will consider adopting Resolution 2022-05 continuing findings that the requisite conditions exist for remote teleconference meetings of the Agency's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

3. MOTION ITEMS

3A Agreement with Aleshire & Wynder LLP for General Legal Services Motion

The Board will consider an agreement with Aleshire & Wynder LLC for General Legal Counsel services.

ADJOURNMENT

The Board will adjourn to the next **Regular Board Meeting** on Thursday, April 21, 2022, or call of the Chair.

Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at UWCD's offices at 1701 N. Lombard Street in Oxnard during normal business hours.

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The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda materials in an alternative format, please contact the UWCD Office at (805) 525-4431 or the City of Fillmore at (805) 524- 1500. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

Approved: 
Board Chair Kelly Long

Posted: (date) March 23, 2022 (time) 4:30pm (attest) Eva Ibarra
At: <https://www.FPBGSA.org>

Posted: (date) March 23, 2022 (time) 4:45pm (attest) Eva Ibarra
At: <https://www.facebook.com/FPBGSA/>

Posted: (date) March 23, 2022 (time) 5:00pm (attest) Eva Ibarra
At: UWCD, 1701 N. Lombard Street, Oxnard CA 93030



Item No. **2A Motion**

DATE: March 23, 2022 (for March 24, 2022 Special meeting)

TO: Board of Directors

FROM: Anthony A. Emmert, Executive Director

SUBJECT: **Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements**

SUMMARY

In response to the COVID-19 pandemic, the California Governor signed Assembly Bill 361 (AB 361) on September 16, 2021, that temporarily exempts agencies from certain requirements of the Brown Act and adds additional requirements for public meetings held by teleconference. This staff report provides an analysis of the changes to the Brown Act per AB 361. During its October 21, 2021 meeting, the Agency's Board adopted Resolution 2021-06 authorizing the use of the AB 361 provisions for its meetings. Adoption of Resolution 2022-05 continues the authorization of the use of AB 361 provisions for the coming 30 days.

RECOMMENDED ACTION

The Board will consider adopting Resolution 2022-05 continuing findings that the requisite conditions exist for remote teleconference meetings of the Agency's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

BACKGROUND

In March of 2020, the Governor of California issued Executive Order N-29-20, which waived Brown Act requirements found in Gov. Code § 54953(b)(3) for teleconference participation in public meetings. In particular, this Order waived:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- b) The requirement that each teleconference location be accessible to the public;
- c) The requirement that members of the public may address the body at each teleconference location;
- d) The requirement that state and local bodies post agendas at all teleconference locations; and
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Executive Order N-29-20 expired on September 30, 2021. However, AB 361 was signed by the Governor to extend the provisions of N-29-20, subject to certain conditions to be met by the local legislative body utilizing its exemptions. AB 361 also imposes certain new requirements, detailed below.

Item No: 2A: Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

ANALYSIS

AB 361 exempts local legislative bodies from certain Brown Act requirements currently governing teleconferencing. These exemptions may be used only in one of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Currently, the Governor's state of emergency regarding COVID-19 is still in effect, and the Ventura County Health Officer has recommended that legislative bodies in the County continue to follow social distancing measures to prevent the spread of COVID.

Further, AB 361 requires the Agency to reconsider the state of emergency and make such determination every 30 days after commencing use of its exemptions. However, if during the 30-day period the Agency wishes to meet in person, they may choose to do so despite adopting the proposed Resolution. The intent of the Resolution is merely to allow the Board members to avail themselves of the AB 361 teleconferencing conveniences if they so choose.

Finally, in addition to allowing for the above exemptions, AB 361 adds the following requirements:

- a) The legislative body must give notice of the meeting and post agendas as otherwise required by the Brown Act.
- b) The legislative body must allow members of the public to access the meeting, and the agenda must provide an opportunity for members of the public to address the legislative body directly pursuant to Brown Act requirements. In each instance where notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body must also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda must identify and include an opportunity for all persons to attend via call-in option or an internet-based service option. The legislative body need not provide a physical location from which the public may attend or comment.
- c) The legislative body must conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.
- d) In the event of a disruption that prevents the public agency from broadcasting the meeting to members of the public using the call-in or internet-based service options, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in or internet-based service options, the legislative body must take no further action on items appearing on the meeting agenda until public access to the meeting is restored. Actions taken on agenda items during a disruption preventing the broadcast of the meeting may be challenged as provided in the Brown Act.
- e) The legislative body may not require public comments to be submitted in advance of the meeting, and it must provide an opportunity for the public to address the legislative body and offer comment in real time.

Item No: 2A: Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

- f) The legislative body may use an online third-party system for individuals to provide public comment that requires an individual to register with the system prior to providing comment.
- g) If a legislative body provides a timed public comment period, it may not close the comment period or the time to register to provide comment under f) until the timed period has elapsed. If the legislative body does not provide a time-limited comment period, it must allow a reasonable time for the public to comment on each agenda item and to register as necessary under f).

Accordingly, staff recommends that the Board adopt Resolution 2022-05. Doing so will enable the Agency’s continued use of the AB 361 exemptions to Brown Act teleconferencing requirements, while allowing the Board to hold in person meetings at its discretion.

FISCAL IMPACT

No fiscal impacts.

ATTACHMENTS

Resolution 2022-05

Proposed Motion: Adoption of Resolution 2022-05.		
1 st : Director _____	2 nd : Director _____	
Voice/Roll call vote: Director Kimball:	Director Long:	Director McFadden:
Director Meneghin:	Director Pace:	Director Villasenor:

RESOLUTION NO. 2022-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF FILLMORE & PIRU
BASINS GROUNDWATER SUSTAINABILITY AGENCY AUTHORIZING THE
USE OF TELECONFERENCING FOR PUBLIC MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FILLMORE & PIRU BASINS
GROUNDWATER SUSTAINABILITY AGENCY** as follows:

WHEREAS, the Governor of the State of California (“Governor”) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor’s Proclamation of a State of Emergency (Mar. 4, 2020).)

WHEREAS, the Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Govt. Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting.
- b) The requirement that each teleconference location be accessible to the public.
- c) The requirement that members of the public may address the body at each teleconference location.
- d) The requirement that state and local bodies post agendas at all teleconference locations.
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and are no longer in effect thereafter;

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

WHEREAS, recent legislation (A.B. 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act’s teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fillmore & Piru Basins Groundwater Sustainability Agency as follows:

Section 1. Incorporation of Recitals. All of the foregoing Recitals are true and correct, and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2. Adoption of AB 361. The Board has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 3. Continued Implementation of AB-361. If the state of emergency remains active, or state or local officials have imposed measures to promote social distancing, the Board of Directors of the Fillmore & Piru Basins Groundwater Sustainability Agency shall, in order to continue meeting subject to this exemption to the Brown Act, no later than 30 days after it commences using the exemption, and every 30 days thereafter, make the following findings by majority vote:

- a) The legislative body has reconsidered the circumstances of the state of emergency; *and*
- b) Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials continue to impose or recommend measures to promote social distancing.

Section 4. Applicability. The health and safety findings and determination that teleconference meetings are appropriate applies to all District committees and legislative bodies subject to the Brown Act.

PASSED, APPROVED AND ADOPTED on March 24, 2022.

President

ATTEST:

Secretary

APPROVED AS TO FORM:

Scott Nave, General Counsel



Item No. 3A Motion Item
DATE: March 23, 2022 (for March 24, 2022 meeting)
TO: Board of Directors
FROM: Anthony Emmert, Executive Director
SUBJECT: Agreement with Aleshire & Wynder LLP for General Legal Services

RECCOMENDATION:

The Board will consider approving an Agreement with Aleshire & Wynder LLP for General Legal Counsel services.

BACKGROUND

Since January 2, 2018, Olivarez Madruga Lemieux O’Neill LLP (OMLO) has served as General Legal Counsel firm for the Fillmore and Piru Basins Groundwater Sustainability Agency (Agency). Steven O’Neill has been the primary attorney from OMLO that served as General Counsel. The Agency retained the services of OMLO and Mr. O’Neill following a request for qualifications-request for proposals process that it conducted in 2017. OMLO has recently informed the Agency that the firm will no longer exist in its present form, as of April 1, 2022, and that its agreement with OMLO will be null and void as of that date. The Agency will need to enter into an agreement with a new law firm for general counsel legal services.

Mr. O’Neill has informed the Agency that he will be joining the Aleshire & Wynder LLP (AW) firm and has expressed a willingness and desire to continue to serve the Agency as General Counsel with AW. The Agency Board has expressed satisfaction with Mr. O’Neill’s service as General Counsel.

When selecting a new law firm for its General Counsel, it is important to research and consider current and potential conflicts. Currently, the AW firm provides general legal counsel services to the City of Fillmore (City). As the Agency was formed by a joint powers authority agreement between the City, the County of Ventura, and the United Water Conservation District, a potential future conflict may arise between the City of Fillmore, represented by AW, and the Agency. If the Agency chooses AW for its general counsel law firm, then such a potential conflict could be problematic. Conflicts between the City and the Agency could conceivably arise over groundwater adjudication, groundwater extraction fees setting, or land use that affects groundwater use. Currently, no known conflict exists between the City and the Agency. Staff has conferred with the County of Ventura County Council’s Office and the United Water Conservation District’s General Counsel regarding this issue. Both concurred that potential conflict could arise and be problematic for the Agency. Both recommended that the Agency thoroughly evaluate potential conflicts before entering a long-term agreement for general counsel services.

Due to the impending loss of general counsel services, the favorable service of Mr. O'Neill, and the current lack of known conflicts, staff recommends that the Board enter a limited term agreement with AW. Staff also recommends that the Agency initiate a request for qualifications-request for proposals process that would include a thorough review and consideration of potential conflicts.

FISCAL IMPACT

The Agency's Fiscal Year 2021-2022 budget includes sufficient funds for anticipated legal expenditures under the proposed agreement.

ATTACHMENTS

Attachment 1 – Agreement with Aleshire & Wynder LLP for General Legal Services

Proposed Motion:			
Authorize Agreement with Aleshire and Wynder LLC for general legal services.			
1 st : Director _____		2 nd : Director _____	
Voice/Roll call vote:	Director Kimball: Director Meneghin:	Director Long: Director Pace:	Director McFadden: Director Villasenor:

PROFESSIONAL SERVICES AGREEMENT NO. 2022-03-22-AW

between
Fillmore and Piru Basins Groundwater Sustainability Agency
and
Aleshire & Wynder LLP
for
Legal Services

This agreement (“Agreement”) is written to set out and confirm the retention of Aleshire & Wynder, LLP, a California limited liability partnership (“Law Firm”), to provide legal representation to the Fillmore and Piru Basins Groundwater Sustainability Agency (“Client”) in connection with certain legal services requested by Client as specified herein.

1. PURPOSE.

This Agreement sets forth the terms and conditions under which the Law Firm will provide legal services to Client, effective April 1, 2022 (“Effective Date”). In this regard, please know that California Business and Professions Code §6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services. When executed by Law Firm and Client, this Agreement will satisfy the requirements of §6148.

2. CONSIDERATION AND BILLING.

(a) Transactional Services

Client retains Law Firm for legal services related to Law Firm shall advise Client on all transactional matters affecting the Client, including attending all regular meetings of the Board of Directors of the Client (“Board”); attending special meetings of the Board as requested; providing legal advice by telephone or in writing; preparing documents and attending other meetings as requested by the Board, Executive Director, or other authorized representative of the Client. Law Office shall submit a monthly invoice to Client for transactional work. Client shall pay Law Office for such services at the rates set forth on attached Exhibit A

(b) Litigation Services:

Client shall pay for litigation and formal administrative or other adjudicatory matters at the following hourly rates: \$375.00 for Partners; \$250.00 for Associate attorneys. Client acknowledges these litigation rates may change from time-to-time to reflect staff changes and professional advancement.

(c) Cost of Living Adjustment and Duty to Cooperate

The rates for the Transactional Services described above will be adjusted annually as measured by the Consumer Price Index for All Urban Consumers (“CPI-U”) for the geographic region known as the Ventura Area. At the start of the Client’s fiscal year in July, 2023 and every

July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the CPI-U rounded up to the nearest dollar for the twelve (12) month period published for the most recent month of May and counting backwards as shown by the U.S. Department of Labor provided, however, that such adjustment shall not be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Law Firm or Client can initiate consideration of a rate increase at any time.

Law Firm will report regularly and keep Client informed of significant developments in matters in which Law Firm is providing legal services. Client agrees to cooperate and keep Law Firm advised of information and developments pertaining to this engagement. Law Firm will provide Client a completed W-9 Form to facilitate tax reporting for payments made by Client to Law Firm under this Agreement. Client agrees to promptly pay the fees, costs and other sums incurred under this Agreement when due.

(d) Expense Reimbursement

Law Firm also charges for various external costs such as copying (charge of twenty-five cents (\$.25) per page), telephone charges, computerized legal research, cost of producing and reproducing photographs, messenger services, travel, filing fees and other costs relating to transactional and litigation services. Invoices for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. Client shall reimburse Law Firm for reasonable and necessary expenses incurred for third party services. Law Firm shall attempt to obtain Client's prior approval of expenses expected to exceed \$500.00.

(e) Invoices.

Payment is due within thirty (30) days of the date of each invoice. If you wish to question any charge, you agree to do so within twenty (20) days of the invoice date. Please contact the attorney in charge of your matter if you have any questions about any of your invoices.

(f) Claims.

In the event Law Firm, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to Law Firm, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

3. REPRESENTATION OF POTENTIALLY ADVERSE INTERESTS.

The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 1.7). The Rules require Law Firm to obtain the affirmed written consent of current Clients and former Clients before Law Firm represents a Client with an adverse interest. Client agrees to inform the Law

Firm of any conflicts which may arise after execution of this Agreement which Client believes would affect the representation of Client.

Law Firm may have current or future clients which may have interests adverse to Client or Client's related entities, and Law Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in Law Firm's representation of two clients, if such conflict is only speculative or minor, Law Firm may seek waivers from each client with regards to such representation. Should an actual conflict occur between Law Firm's clients and Client, Law Firm will attempt to resolve the conflict in a manner that protects its ability to continue concurrent representation of all Law Firm clients. However, that may not be possible or practical under the applicable ethical rules. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of Law Firm, and it waives all rights regarding such conflicts and consents to the Client's representation in this regard. However, if actual conflicts exist that are not waived or are unwaivable, Law Firm would withdraw from representing Client and assist Client in obtaining outside special counsel.

4. TERMINATION.

Client may discharge Law Firm by written notice effective when received by Law Firm. Unless specifically agreed, Law Firm will provide no further services and advance no further costs on Client's behalf after receipt of the written notice. Notwithstanding the discharge, Client will pay Law Firm reasonable fees for services provided and reimburse Law Firm for costs advanced prior to discharge.

Law Firm may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include with Client's consent, or when Client's conduct renders it unreasonably difficult for Law Firm to carry out the employment effectively. Notwithstanding Law Firm's withdrawal, Client will pay Law Firm all reasonable fees for services provided, and reimburse Law Firm for costs advanced, before the withdrawal.

5. DISCLAIMER OF GUARANTEE.

During the course of providing these services, Law Firm may express opinions or beliefs about the effectiveness of various courses of actions, but such expressions shall not be construed as promises or guarantees of any result or outcome. Client acknowledges Law Firm has made no promises about the result or outcome, and opinions offered by Law Firm do not constitute a guarantee of any result or outcome.

6. DISPUTES.

If a dispute between Client and Law Firm arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code sections 6200 through 6206. The arbitrator or arbitration panel will have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service will

not be required. Law Firm is entitled to represent itself on all legal matters and the actual time incurred by members of Law Firm at Law Firm's then current hourly rates as charged to Client for providing services under this Agreement, which rates are mutually deemed reasonable for collection or other purposes.

7. PROFESSIONAL LIABILITY INSURANCE COVERAGE.

Law Firm maintains Professional Liability insurance coverage that would apply to the services to be rendered under this Agreement. The policy limits of the errors and omissions insurance coverage are \$3,000,000.00 per claim \$3,000,000.00 aggregate policy term. Additionally, Law Firm shall maintain these various forms of insurance:

- (1) Professional Liability: \$3 million per claim, \$3 million aggregate;
- (2) Workers' Compensation: \$1 million policy limit;
- (3) Commercial Liability: \$1 million per occurrence, \$2 million aggregate;
- (4) Automobile: \$1 million per occurrence; and
- (5) Umbrella Policy: \$3 million policy limit.

Promptly following the Effective Date of this Agreement, but in no event before Law Firm commences any services under this Agreement, Law Firm shall provide evidence satisfactory to the Client that it has the above insurance coverage. The Client, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the above insurance coverage.

8. COUNTERPARTS.

This Agreement may be executed in counterparts and by electronic signature. The parties will exchange signature pages. A complete agreement consists of the foregoing text and pages with signatures by both parties. Two original agreements will be prepared upon request.

9. WAIVER.

No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

10. SEVERABILITY AND PARTIAL INVALIDITY

Should any part, term, portion, or provision of this Agreement be decided to conflict with any law of the United States or the State of California, or otherwise be determined to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

11. MODIFICATION / AMENDMENT

This Agreement may be amended at any time by formal written agreement signed by the authorized representatives of the parties.

12. INTEGRATION

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this Agreement, have been made. This Agreement sets forth the entire understanding of the parties and will be governed by the laws of the State of California. The terms of this Agreement are not set by law but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this Agreement before signing it.

13. OWNERSHIP AND INSPECTION OF FILES

All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the sole property of Client, and shall be returned to Client upon termination of this Agreement or when the matter is concluded, except that Client shall have no right to obtain Attorney work product (as defined by CCP Sec. 2018.010-2018.080) from Law Firm except as otherwise provided by law or to internal accounting records and other documents not reasonably necessary to Client's representation, subject to Law Firm's right to make copies of any files withdrawn by Client. Once Client's matter is concluded, Law Firm will close the file. The physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage, which will be charged to Client. Thus, Law Firm recommends that Client request the return of the file at the conclusion of the matter. Law Firm will otherwise retain and destroy the file consistent with the Client's records retention schedule. Law Firm will work with Client to provide or preserve any documents that may be subject to the California Public Records Act. The provisions of this paragraph shall continue to survive after termination of this Agreement.

14. NEGATION OF PARTNERSHIP / STATUS AS INDEPENDENT CONTRACTOR

In the performance of legal services under this Agreement, Law Firm shall be, and acknowledges that Law Firm is, in fact and under law, an independent contractor and not an agent or employee of the Client. Law Firm has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement.

Law Firm retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Law Firm in the provision of services under this Agreement. With respect to Law Firm's employees, Law Firm shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes (whether federal, state, or local), and compliance with any and all other laws regulating employment.

15. LAW FIRM REPRESENTATIONS / PERFORMANCE / CONFIDENTIALITY

Law Firm makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

(a) Law Firm has the expertise, support staff, and facilities necessary to provide the services described in this Agreement.

(b) Law Firm shall diligently provide such legal services as are necessary and assigned by Client in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, will comply with all ethical duties, and will maintain the integrity of the attorney-client relationship. Law Firm shall have the sole discretion to assign or reassign individual attorneys to represent Client.

(c) Law Firm will preserve the attorney-client privilege and attorney work product. Law Firm will not disclose privileged materials or attorney work product except (1) as reasonably necessary to promote Client interests and (2) with the consent of Client.

16. GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, CA. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

17. NON-ASSIGNABILITY

Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of Client.

18. NOTICE

Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the US mail addressed to the respective parties as follows:

(i) Notices to Client:

Fillmore and Piru Basins Groundwater Sustainability Agency
P.O. Box 1110
Fillmore, CA 93016
(805) 525-4431
Attn.: Executive Director

(ii) Notices to **Aleshire & Wynder, LLP**

18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
(949) 223-1180; Fax: (949) 223-1180
Attn: Managing Partner

Service of notice by personal service is deemed to be given as of the date of service. Notices by mail are deemed to have been given two (2) consecutive business days after deposit into the U.S. Postal Service. Either party may, from time to time, by written notice to the other, designate a different address or person to be substituted for that specified above.

19. INDEMNIFICATION

To the fullest extent permitted by law, Law Firm shall indemnify, defend, protect and hold harmless Client, its officials, officers, agents, employees and volunteers (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit, judgment, expense, attorneys’ fees, or any other cost arising out of or in any way related to the performance of services under this Agreement, to the extent caused in whole or in part by the negligent act or omission, recklessness or willful misconduct of Law Firm, any subcontractor of Law Firm, anyone directly or indirectly employed by Law Firm or subcontractor of Law Firm except where such liability is caused by the sole negligence and willful misconduct of Client.

ALESHIRE & WYNDER, LLP

Dated: _____, 2022

By: _____
Colin Tanner, Partner

**FILLMORE AND PIRU BASINS GROUNDWATER
SUSTAINABILITY AGENCY**

Dated: _____, 2022

By: _____
Kelly Long, Chair of the Board

ATTACHMENT A
RATES FOR TRANSACTIONAL SERVICES

Law Firm's current hourly billing rates for transactional services are as follows:

- Work by Partners/Shareholders \$225.00
- Work by Attorneys (blended rate) \$185.00
- Work by Paralegal/Law Clerks \$100.00

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