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<https://moundbasingsa.org>

**NOTICE IS HEREBY GIVEN that the  
Mound Basin Groundwater Sustainability Agency (“Agency”)  
Board of Directors (“Directors”) will hold a  
REGULAR BOARD MEETING AND PUBLIC GSP WORKSHOP  
at 1:00 P.M. on Thursday, July 15, 2021**

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 Ventura City Hall is closed to the public. Therefore, the Mound Basin GSA will hold its Regular Board of Directors meeting virtually using the Zoom video conferencing application.

If you are new to Zoom, please click on this link and watch the short video tutorial:  
<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->

To participate in the Board of Directors meeting via Zoom, please access:  
<https://us02web.zoom.us/j/82529392240?pwd=eWNzTkdyREdYd2F5WlFtR2x3S05jQT09>

**Meeting ID: 825 2939 2240 | Passcode: MBGSA**

**To call into the meeting (audio only), call: (877) 853-5247 (US Toll-free)**

**Meeting ID: 825 2939 2240**

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**  
**BOARD OF DIRECTORS MEETING AGENDA**

**CALL TO ORDER 1:00 P.M.**

**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. In accordance with Government Code §54954.3(b)(1), public comment will be limited to three (3) minutes per speaker.

**4. APPROVAL OF AGENDA**  
**Motion**

**5. 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)

**5a Approval of Minutes**

**Motion**

The Board will consider approving the Minutes from the June 17, 2021, Regular Mound Basin GSA Board of Directors meeting.

**5b Approval of Warrants**

**Motion**

The Board will consider approving payment of outstanding vendor invoices.

**5c Monthly Financial Reports**

**Information Item**

The Board will receive monthly profit and loss statements and balance sheets for the month of June 2021.

**6. BOARD MEMBER ANNOUNCEMENTS**

**6a** Directors will provide updates on matters not on the agenda.

**6b** Directors will provide oral reports of time spent on grant eligible activities since the previous regular Board meeting.

**7. EXECUTIVE DIRECTOR UPDATE**

**Information Item**

The Executive Director will provide an informational update on non-GSP activities since the previous Board meeting.

**8. MOTION ITEMS**

**8a Reappointment of Stakeholder Directors**

**Motion**

The Board will consider reappointing the Agriculture and Environmental Stakeholder Directors for a new one-year term (August 2021-August 2022).

**8b Technical Support Services Agreement**

**Motion**

The Board will consider authorizing the Executive Director to finalize and execute an agreement with the State of California Department of Water Resources for the Technical Support Services Monitoring Well.

**8c Site Use Agreement for the Technical Support Services Monitoring Well**

**Motion**

The Board will consider authorizing the Executive Director to finalize and execute a site use agreement for the Technical Support Services Monitoring Well.

**8d Agency Insurance**

**Motion**

The Board will consider authorizing the Executive Director to procure an insurance policy in an amount not-to-exceed \$5,000 to meet the insurance requirements contained in the DWR and City of Ventura agreements for the Technical Support Services Monitoring Well.

**8e Administrative Coastal Development Permit Acknowledgement of Conditions**

**Motion**

The Board will consider authorizing the Executive Director to execute the Administrative Coastal Development Permit acknowledgment of conditions.

**8f GSP Monthly Update (Grant Category (d), Task 4)**

**Motion**

The Board will receive an update from the Executive Director concerning development of the Agency's Groundwater Sustainability Plan (GSP) and grant status. The Board may provide feedback or direction to staff.

**9. FUTURE AGENDA ITEMS**

The Board will suggest issues and/or topics they would like to address at future meetings.

**10. GSP PUBLIC WORKSHOP NO. 3**

The GSP Public Workshop No. 3 will provide an overview of the draft GSP contents. The workshop is an opportunity for the public and Board members to ask questions and give verbal feedback on the draft GSP.

**ADJOURNMENT**

The Board will adjourn to the next **Regular Board Meeting** scheduled for **Thursday, August 19, 2021**, 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 North Lombard Street in Oxnard during normal business hours.*

*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 Mound Basin Clerk of the Board at (805) 525-4431 or the City of Ventura at (805) 654-7800. Notification of at least 48 hours prior to the meeting will enable the Agency to make appropriate arrangements.*

**Posted: (Date)** July 12, 2021 **(time)** 10:45 A.M. **(attest)** Jackie Lozano

**At:** <https://moundbasingsa.org>

**Posted: (Date)** July 12, 2021 **(time)** 11:00 A.M. **(attest)** Jackie Lozano

**At:** <https://www.facebook.com/moundbasingsa/>

**Posted: (Date)** July 12, 2021 **(time)** 11:15 A.M. **(attest)** Jackie Lozano

**At:** United Water Conservation District, 1701 North Lombard Street, Oxnard CA 93030

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**  
**REGULAR BOARD OF DIRECTORS MEETING**

Thursday, June 17, 2021, at 1:00 P.M.  
via Zoom, due to COVID-19 Meeting Protocol

**MINUTES**

**DIRECTORS IN ATTENDANCE**

Mike Mobley, Chair  
Susan Rungren, Vice-Chair/Secretary  
Glenn Shephard, Treasurer  
Jim Chambers  
Conner Everts

**STAFF IN ATTENDANCE**

Bryan Bondy, Executive Director  
Jackie Lozano, Clerk of the Board

**PUBLIC IN ATTENDANCE**

Dan Detmer, UWCD  
Burt Handy  
Kathleen Kuepper, UWCD  
Mohammed Hasan  
Jason Sun, UWCD  
Ambry Tibay, UWCD

**CALL TO ORDER 1:00 PM**

Chair Mobley called the meeting to order at 1:00 P.M.

**1. PLEDGE OF ALLEGIANCE**

Chair Mobley led the participants in reciting the Pledge of Allegiance.

**2. ROLL CALL**

The Clerk of the Board called roll. All five Directors were present (Chambers, Everts, Mobley, Rungren, Shephard).

**3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

Chair Mobley asked if there were any public comments. None were offered.

**4. APPROVAL OF AGENDA**

**Motion**

Director Everts moved agenda approval. Seconded by Director Rungren. Roll call vote: five ayes, none opposed. Motion carried 5/0.

**5. CONSENT CALENDAR**

**5a Approval of Minutes**

**Motion**

The Board will consider approving the Minutes from the May 20, 2021, Regular Mound Basin GSA Board of Directors meeting.

**5b Approval of Warrants**

**Motion**

The Board will consider approving payment of outstanding vendor invoices.

**5c Monthly Financial Reports  
Information Item**

The Board will receive monthly profit and loss statements and balance sheets for the month of May 2021.

**5d Second Reading of Fiscal Year 2021/2022 Budget and Multi-Year Budget Projection  
Motion**

The Board will consider approving Fiscal Year 2021/2022 budget and multi-year budget projection.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to approve the Consent Calendar, Director Rungren; Second, Director Shephard. Roll call vote: five ayes (Chambers, Everts, Rungren, Shephard, Mobley), none opposed. Motion carried 5/0.

**6. BOARD MEMBER ANNOUNCEMENTS**

**6a** Director Rungren mentioned the City of Ventura Water Commission will be meeting on Tuesday, June 22.

**6b** Since the previous Board meeting, the Directors reported no time was spent on grant eligible activities.

**7. EXECUTIVE DIRECTOR UPDATE**

Executive Director Bondy reviewed the written staff report regarding updates on non-Groundwater Sustainability Plan (GSP) matters. He added that there has recently been some confusion about alternate directors. He explained that the Joint Powers Authority agreement and bylaws do not provide for alternate directors. He requested that Chair Mobley's clarify that with United Water Conservation District.

Informational item. No questions were offered by the Directors. No public comments were offered.

**8. MOTION ITEMS**

**8a GSP Monthly Update (Grant Category (c), Task 3 and Category (d), Task 4)  
Motion**

Executive Director Bondy reviewed the written staff report regarding GSP development and grant status. The focus has been on completing the preliminary draft of the GSP. Ambry Tibay of United Water Conservation District noted that payment for the most recent grant invoice has not been received yet. Mr. Bondy said payment should be received before the end of the fiscal year.

No further comments were offered by the Directors. No public comments were offered.

Motion to receive and file the GSP monthly update, Director Everts; Second, Director Shephard. Roll call vote: five ayes (Chambers, Everts, Mobley, Rungren, Shephard), none opposed. Motion carried 5/0.

**8b Review of Preliminary Draft GSP, Schedule Draft GSP Public Comment Period, and Schedule GSP Workshop (Grant Category (d), Task 4)  
Motion**

Executive Director Bondy provided a brief overview of where the Agency currently is based on the GSP schedule. He explained that the Board asked for an opportunity to review the draft GSP before opening the public comment period. He said draft GSP was posted on the website on June 3 for this purpose.

Executive Director Bondy suggested that the Board go through the document by section. Director Rungren said she needs more time to review but does not want to delay the comment period. The other directors concurred. Executive Director Bondy said that he can prepare a newsletter and that the public comment period could be initiated next week. He also recommended to the Board to hold a public workshop concerning the draft GSP during the July 15 Regular Board meeting. The Directors supported Executive Director Bondy's proposal.

Motion to receive and file the Preliminary Draft GSP, open the 60-day GSP public comment period beginning June 23, 2021, and to hold the third GSP public workshop as part of the regular Mound Basin Board of Directors meeting on July 15, 2021, at 1:00 pm, Director Everts; Second, Director Shephard. Roll call vote: five ayes (Chambers, Everts, Mobley, Rungren, Shephard), none opposed. Motion carried 5/0.

**8c PUBLIC HEARING**  
**Resolution 2021-01**

A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Determining and Establishing Groundwater Extraction Fees Against All Persons Operating Groundwater Extraction Facilities Within the Mound Basin for the 8th and 9th Semiannual Billing Periods (July-December 2021 and January-June 2022).

Executive Director Bondy briefly summarized the motion for the Board which would establish a new groundwater extraction rate of \$59.00 beginning next fiscal year. He explained that the fee is based on the budget adopted by the Board.

Chair Mobley opened the public hearing at 1:32 p.m. and asked if there were any public comments. No public comments were offered. Executive Director Bondy referred the Board to a comment letter included in the agenda packet supporting the fee adoption. Chair Mobley closed the public comment period and hearing at 1:34 p.m.

Director Chambers commented that there were concerns among his group on the increase. He also understands how the Agency arrived at the proposed groundwater extraction rate and appreciates any research in alternative funding methods going forward which could positively influence future groundwater rates. Executive Director Bondy explained that the prior fee projections were low because they did not include GSP implementation costs and historical fees have been subsidized by a grant. He added that the Agency will pursue grants going forward and said that the State has already agreed to pay for one of the monitoring wells.

Motion to adopt Resolution 2021-01, Director Everts; Second, Director Rungren. Roll call vote: five ayes (Rungren, Shephard, Everts, Chambers, Mobley), none opposed. Motion carried 5/0.

**9. FUTURE AGENDA ITEMS**

Director Chambers asked about the City of Ventura water and wastewater rates. Director Rungren said the new rates were approved and will become effective July 1 and the billing frequency will change from bi-monthly to monthly. Chair Mobley asked if there is a process for lowering the basis for the sewer fees for agricultural properties because the irrigation water is not going into the sewer. Director Rungren said the sewer fees are capped and said ratepayers with concerns can call the customer care line at 805-667-6500.

**ADJOURNMENT 1:45 P.M.**

Chair Mobley adjourned the meeting at 1:45 P.M. to the next Board Meeting and GSP Workshop on Thursday, July 15, 2021, or call of the Chair.

I certify that above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Board of Directors meeting of June 17, 2021.

ATTEST: \_\_\_\_\_  
Susan Rungren, Board Secretary

ATTEST: \_\_\_\_\_  
Jackie Lozano, Clerk of the Board

**Mound Basin Groundwater Sustainability Agency**  
**Check Detail**  
July 1 - 6, 2021

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
Bill Pmt -Check	11397	07/06/2021	A.J. Klein, Inc T. Denatale, B. Goldner	10000 - Bank of the Sierra	-2,575.50
Bill Pmt -Check	11398	07/06/2021	Bondy Groundwater Consulting, Inc	10000 - Bank of the Sierra	-3,450.00
Bill Pmt -Check	11399	07/06/2021	INTERA Incorporated	10000 - Bank of the Sierra	-7,674.00
Bill Pmt -Check	11400	07/06/2021	United Water Conservation District	10000 - Bank of the Sierra	-2,204.04
					<b>-15,903.54</b>





**MoundBasin**  
GROUNDWATER SUSTAINABILITY AGENCY

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 5(c)**

**DATE:** July 1, 2021  
**TO:** Board of Directors and Executive Director  
**FROM:** Ambry Tibay, UWCD  
**SUBJECT:** Monthly Financial Reports

**SUMMARY**

The Board will receive the monthly financial reports for the Mound Basin GSA.

**INFORMATIONAL ITEM**

UWCD accounting staff has prepared financial reports based on the Mound Basin GSA revenue and expenses for the month of June 2021.

**BACKGROUND**

**FISCAL SUMMARY**

Not applicable.

**ATTACHMENTS**

- A. June 2021 Profit/Loss Statement
- B. June 2021 Profit/Loss by Class
- C. June 2021 Balance Sheet

**Mound Basin Groundwater Sustainability Agency  
Profit & Loss Budget Performance  
June 2021**

	<u>Jul '20 - Jun 21</u>	<u>Annual Budget</u>	<u>Budget</u>
<b>Income</b>			
40001 · Groundwater Extraction Fees	91,526.85	150,000.00	61.02%
41000 · Grant revenue			
41001 · State Grants	222,238.40	493,277.00	45.05%
Total 41000 · Grant revenue	222,238.40	493,277.00	45.05%
47000 · Other Revenue			
47001 · Late Fees	-2,284.05	1,136.00	-201.06%
Total 47000 · Other Revenue	-2,284.05	1,136.00	-201.06%
Total Income	311,481.20	644,413.00	48.34%
Gross Profit	311,481.20	644,413.00	48.34%
<b>Expense</b>			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	727.78	494.00	147.32%
52250 · Prof Svcs - Groundwater/GSP Pre			
52252 · Prof Svcs - GSP Consultant	357,530.48	469,842.00	76.10%
Total 52250 · Prof Svcs - Groundwater/GSP Pre	357,530.48	469,842.00	76.10%
52270 · Prof Svcs - Accounting	7,486.86	15,000.00	49.91%
52275 · Prof Svcs - Admin/Clerk of Bd	10,398.69	12,500.00	83.19%
52280 · Prof Svcs - Executive Director	21,400.00	45,000.00	47.56%
Total 52200 · Professional Services	397,543.81	542,836.00	73.23%
52500 · Legal Fees			
52501 · Legal Counsel	5,673.00	35,000.00	16.21%
Total 52500 · Legal Fees	5,673.00	35,000.00	16.21%
53000 · Office Expenses			
53010 · Public Information	2,417.92	5,000.00	48.36%
53020 · Office Supplies	66.65	3,500.00	1.90%
53026 · Postage & Mailing	256.14	700.00	36.59%
53070 · Licenses, Permits & Fees	4,162.80	4,000.00	104.07%
53110 · Travel & Training	364.17	500.00	72.83%
Total 53000 · Office Expenses	7,267.68	13,700.00	53.05%
53500 · Insurance			
53510 · Liability Insurance	1,945.00	3,700.00	52.57%
Total 53500 · Insurance	1,945.00	3,700.00	52.57%
70000 · Interest & Debt Service			
70120 · Interest Expense	0.00	1,238.00	0.00%
Total 70000 · Interest & Debt Service	0.00	1,238.00	0.00%
Total Expense	412,429.49	596,474.00	69.14%
Net Income	<u>-100,948.29</u>	<u>47,939.00</u>	<u>-210.58%</u>

**Mound Basin Groundwater Sustainability Agency**  
**Profit & Loss by Class**  
 July 2020 through June 2021

	A - Grant Administration	Task 03 - Stakeholder Outreach (C - Planning Activities)	Total C - Planning Activities	Task 04 - GSP Development (D - GSP Development)	D - GSP Development - Other (D - GSP Development)	Total D - GSP Development	Unclassified	TOTAL
<b>Income</b>								
40001 · Groundwater Extraction Fees	0.00	0.00	0.00	0.00	0.00	0.00	91,526.85	91,526.85
41000 · Grant revenue								
41001 · State Grants	10,945.63	0.00	0.00	0.00	211,292.77	211,292.77	0.00	222,238.40
<b>Total 41000 · Grant revenue</b>	<b>10,945.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>211,292.77</b>	<b>211,292.77</b>	<b>0.00</b>	<b>222,238.40</b>
47000 · Other Revenue								
47001 · Late Fees	0.00	0.00	0.00	0.00	0.00	0.00	-2,284.05	-2,284.05
<b>Total 47000 · Other Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,284.05</b>	<b>-2,284.05</b>
<b>Total Income</b>	<b>10,945.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>211,292.77</b>	<b>211,292.77</b>	<b>89,242.80</b>	<b>311,481.20</b>
<b>Gross Profit</b>	<b>10,945.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>211,292.77</b>	<b>211,292.77</b>	<b>89,242.80</b>	<b>311,481.20</b>
<b>Expense</b>								
52200 · Professional Services								
52240 · Prof Svcs - IT Consulting	0.00	0.00	0.00	0.00	0.00	0.00	727.78	727.78
52250 · Prof Svcs - Groundwater/GSP Pre								
52252 · Prof Svcs - GSP Consultant	9,550.00	5,150.00	5,150.00	286,488.98	0.00	286,488.98	56,341.50	357,530.48
<b>Total 52250 · Prof Svcs - Groundwater/GSP Pre</b>	<b>9,550.00</b>	<b>5,150.00</b>	<b>5,150.00</b>	<b>286,488.98</b>	<b>0.00</b>	<b>286,488.98</b>	<b>56,341.50</b>	<b>357,530.48</b>
52270 · Prof Svcs - Accounting	2,761.94	0.00	0.00	0.00	0.00	0.00	4,724.92	7,486.86
52275 · Prof Svcs - Admin/Clerk of Bd	0.00	170.55	170.55	149.23	0.00	149.23	10,078.91	10,398.69
52280 · Prof Svcs - Executive Director	0.00	0.00	0.00	0.00	0.00	0.00	21,400.00	21,400.00
<b>Total 52200 · Professional Services</b>	<b>12,311.94</b>	<b>5,320.55</b>	<b>5,320.55</b>	<b>286,638.21</b>	<b>0.00</b>	<b>286,638.21</b>	<b>93,273.11</b>	<b>397,543.81</b>
52500 · Legal Fees								
52501 · Legal Counsel	0.00	0.00	0.00	0.00	0.00	0.00	5,673.00	5,673.00
<b>Total 52500 · Legal Fees</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,673.00</b>	<b>5,673.00</b>
53000 · Office Expenses								
53010 · Public Information	0.00	1,775.60	1,775.60	0.00	0.00	0.00	642.32	2,417.92
53020 · Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	66.65	66.65
53026 · Postage & Mailing	0.00	0.00	0.00	0.00	0.00	0.00	256.14	256.14
53070 · Licenses, Permits & Fees	0.00	0.00	0.00	0.00	0.00	0.00	4,162.80	4,162.80
53110 · Travel & Training	0.00	0.00	0.00	0.00	0.00	0.00	364.17	364.17
<b>Total 53000 · Office Expenses</b>	<b>0.00</b>	<b>1,775.60</b>	<b>1,775.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,492.08</b>	<b>7,267.68</b>
53500 · Insurance								
53510 · Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	1,945.00	1,945.00
<b>Total 53500 · Insurance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,945.00</b>	<b>1,945.00</b>
<b>Total Expense</b>	<b>12,311.94</b>	<b>7,096.15</b>	<b>7,096.15</b>	<b>286,638.21</b>	<b>0.00</b>	<b>286,638.21</b>	<b>106,383.19</b>	<b>412,429.49</b>
<b>Net Income</b>	<b>-1,366.31</b>	<b>-7,096.15</b>	<b>-7,096.15</b>	<b>-286,638.21</b>	<b>211,292.77</b>	<b>-75,345.44</b>	<b>-17,140.39</b>	<b>-100,948.29</b>

**Mound Basin Groundwater Sustainability Agency**  
**Balance Sheet**  
As of June 30, 2021

	<b>June 30, 21</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Bank of the Sierra	180,146.48
<b>Total Checking/Savings</b>	180,146.48
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	92,222.88
<b>Total Accounts Receivable</b>	92,222.88
<b>Total Current Assets</b>	272,369.36
<b>TOTAL ASSETS</b>	<b>272,369.36</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	15,903.54
<b>Total Accounts Payable</b>	15,903.54
<b>Other Current Liabilities</b>	
20001 · Advance from City of Ventura	55,000.00
20510 · Interest Payable	1,958.30
<b>Total Other Current Liabilities</b>	56,958.30
<b>Total Current Liabilities</b>	72,861.84
<b>Total Liabilities</b>	72,861.84
<b>Equity</b>	
32000 · Retained Earnings	300,455.81
Net Income	-100,948.29
<b>Total Equity</b>	199,507.52
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>272,369.36</b>



## Information Item No. 7

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Executive Director Update

### SUMMARY

The following are updates on non-GSP matters since the last Board meeting.

1. Administrative: No update.
2. Financial: Invoices for the 2020-2 semi-annual period (July-December 2020) were issued in early March and were due in early April. As of July 8, 2021, one entity is past due with a total of \$270.76 unpaid.
3. Legal: Reviewed City of Ventura site use agreement and DWR agreement for monitoring well.
4. Groundwater Monitoring Well – DWR Technical Support Services (TSS):
  - a. The Coastal Development Permit was approved by the City on April 15 and was received on July 8. Item 8e further addresses the permit.
  - b. DWR provided the TSS template agreement for review. Item 8b on this agenda further addresses the agreement.
  - c. The City of Ventura site use agreement has been reviewed by DWR and Agency Counsel. Comments have been forwarded to the City of Ventura. Item 8c further addresses the agreement.
  - d. The Executive Director is pursuing general liability coverage for the Agency to meet the insurance requirements included in the site use and DWR TSS agreements. Item 8d further addresses insurance.
5. Correspondence: None.

### INFORMATIONAL ITEM

Receive an update from the Executive Director concerning non-GSP matters since the previous board meeting.

### BACKGROUND

Not applicable

### FISCAL SUMMARY

Not applicable



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(a)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Reappointment of Stakeholder Directors

### SUMMARY

Pursuant to Agency Bylaws Sections 2.4 and 2.5 and Joint Powers Agreement (JPA) Section 6.4, Stakeholder Directors serve one-year terms. The terms for Directors Chambers and Everts end on July 31, 2021.

Stakeholder Director appointment procedures are set forth in JPA Sections 6.3.4 and 6.3.5. The Agricultural Stakeholder Director is appointed by Mound Basin Agricultural Water Group (MBAWG) or the Ventura County Farm Bureau, if MBAWG does not make a nomination. The Environmental Stakeholder Director is appointed collectively by the twelve organizations listed in the JPA known as the “Santa Clara River Environmental Groundwater Committee” or The Nature Conservancy, if the committee does not make a nomination. Both Director Chambers and Everts have been nominated for reappointment (Attachment A). No other individuals were nominated for either Stakeholder Director position.

JPA Sections 6.3.4 and 6.3.5 require a unanimous vote of the Member Directors to appoint Stakeholder Directors.

### RECOMMENDED ACTION

It is recommended that the Member Directors reappoint the current Stakeholder Directors for the August 2021 through August 2022 terms.

### BACKGROUND

Please see summary.

### FISCAL SUMMARY

Not applicable

### ATTACHMENTS

- A. Stakeholder Director Nominations

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

[Please note: email addresses have been removed from the following correspondence

## **Bryan Bondy**

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**From:** E.J. Remson  
**Sent:** Thursday, June 24, 2021 2:41 PM  
**To:** Bryan Bondy; Shephard, Glenn  
**Cc:**  
**Subject:** Nomination of Conner Evert's as the Mound Basin Environmental Stakeholder Director

Chairman Mobley and Directors of the Mound Basin GSA,

The Santa Clara River Environmental Groundwater Committee voted to re-nominate Mr. Conner Everts for the upcoming term as the Mound Basin GSA Environmental Stakeholder Director. There was no opposition.

The organizations listed below cast votes:

1. Friends of the Santa Clara River
2. CalTrout
3. The Nature Conservancy
4. Sierra Club
5. Santa Clara River Conservancy
6. Wishtoyo
7. Surfrider
8. Keep Sespe Wild

In addition, there was one abstention and three groups did not cast a vote.

Thank you for the opportunity to submit this nomination.

E.J.

**E.J. Remson**  
(he, him)  
Senior Project Director  
CA Water Program  
(626) 799-2445

**The Nature Conservancy**  
532 E Main St., Suite 200  
Ventura, CA 93001  
[nature.org](http://nature.org)  
[groundwaterresourcehub.org](http://groundwaterresourcehub.org)



## Bryan Bondy

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**From:** Neal P. Maguire  
**Sent:** Tuesday, July 6, 2021 12:11 PM  
**To:** Bryan Bondy  
**Cc:**  
**Subject:** Re: MBGSA Stakeholder Director Appointments for August 2021 - August 2022

Jim was renominated by MBAWG.

On Jul 6, 2021, at 12:09 PM, Bryan Bondy wrote:

Jim and Neal,

Just following up on this. We received the environmental nomination. I would like to include both nominations on the next agenda. Can you please let me know by Wednesday?

Thanks,

Bryan

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**From:** Bryan Bondy  
**Sent:** Tuesday, June 8, 2021 8:28 PM  
**To:** Agricultural Interests James Chambers; Neal P. Maguire; 'Conner Everts'; E.J. Remson  
**Cc:** 'Jackie Lozano'  
**Subject:** RE: MBGSA Stakeholder Director Appointments for August 2021 - August 2022

Dear Jim and Conner,

I hope this message finds you doing well. I am writing to remind you that your MBGSA stakeholder director terms will expire in August.

Please work with your stakeholder groups to complete the nomination process for the 2021-2022 terms. We can have the member directors approve at either the July 15 or August 19 regular board meeting.



For your reference, I have pasted the relevant sections of the JPA concerning stakeholder director appointments below.

Please confirm and please keep Jackie and I informed of status.

Thank you!

Best Regards,

--

Bryan Bondy, PG, CHG  
Executive Director  
MBGSA

6.3.4 One (1) **Agricultural Stakeholder Director** unanimously selected by the Member Directors from a list of one or more qualified nominees submitted by the MBAWG, or the Farm Bureau if the MBAWG is unwilling or unable to nominate potential directors. The MBAWG, or the Farm Bureau, shall submit its nominee(s) to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors until such time as the Bylaws have been adopted. The Member Directors shall consider the nominee(s) at a regular meeting and at that meeting shall approve and appoint the Agricultural Stakeholder Director. In the absence of a unanimous vote of approval and appointment by the Member Directors, the Member Directors can request different nominations.

6.3.5 One (1) **Environmental Stakeholder Director** unanimously selected by the Member Directors from a nominee nominated by the following environmental organizations collectively:

1. Friends of the Santa Clara River
2. California Trout
3. National Audubon Society
4. Sierra Club
5. Santa Clara River Watershed Conservancy
6. Los Padres ForestWatch
7. Central Coast Alliance United for a Sustainable Economy
8. The Nature Conservancy
9. Wishtoyo Foundation

10. Keep Sespe Wild

11. Surfrider Foundation

12. CFROG (Citizens for Responsible Oil & Gas)

or, The Nature Conservancy if, and only if, the aforementioned list of organizations is unwilling or unable to nominate a potential Environmental Stakeholder Director. If the Member Directors do not accept a potential Environmental Stakeholder Director nominated by the aforementioned list of organizations or The Nature Conservancy, as applicable, the Member Directors shall request an additional nomination, as necessary. The aforementioned list of organizations shall submit its nominee to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominee(s) at a regular meeting and at that meeting shall approve and appoint the Environmental Stakeholder Director.



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(b)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Technical Support Services Agreement

### SUMMARY

An agreement with the State of California Department of Water Resources (DWR) is required to receive Technical Support Services (TSS) for the drilling of a monitoring well cluster at the Ventura Water Reclamation Facility. DWR provided the TSS agreement template for MBGSA’s information (Attachment A). The agreement terms are non-negotiable.

### RECOMMENDED ACTION

It is recommended that the Board authorize the Executive Director to finalize and execute an agreement with the State of California Department of Water Resources for the Technical Support Services Monitoring Well.

### BACKGROUND

Please see summary.

### FISCAL SUMMARY

Not applicable

### ATTACHMENTS

- A. DWR TSS Agreement Template

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES(DWR)  
AND

<GSA NAME>, A GROUNDWATER SUSTAINABILITY AGENCY (GSA), UNDER THE  
SUSTAINABLE GROUNDWATER MANAGEMENT, TECHNICAL SUPPORT SERVICES (TSS) PROGRAM  
CALIFORNIA WATER CODE § 10729 ET SEQ.

- 1) PURPOSE. Pursuant to Chapter 7 (commencing with Section 10729) of Division 6, Part 2.74 of the California Water Code (CWC), the State shall provide in-kind and subcontracted technical services for investigating and gathering data on groundwater conditions in groundwater basins of California to assist Groundwater Sustainability Agencies (GSAs) in developing Groundwater Sustainability Plans (GSPs), hereinafter collectively referred to as "Technical Support Services" or "TSS."
- 2) TERM OF AGREEMENT. The term of the Agreement begins on, \_\_\_\_\_, the date the Agreement is executed by the State, and terminates upon completion of the useful life of the project which, at a minimum, is 20 years after the GSA's GSP or Alternative implementation, or when all the Parties' obligations under the Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs the Agreement indicated on page 4.
- 3) RELATIONSHIP OF PARTIES. The GSA is solely responsible for design, operation, and maintenance of projects to be constructed by the State as described in Exhibit A to this Agreement, Work Plan, Schedule, and Budget. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for proper administration of the TSS by the State and shall not be deemed to relieve or restrict responsibilities of the GSA under the Agreement. The State may recommend modification to the designs, plans, or specifications prepared by the GSA to improve project outcomes, comply with well standards Bulletin 74-90, and/or construction efficiency. Such recommendations will be incorporated into the construction design at the GSA's sole discretion, but the Department may terminate this Agreement if it determines that failure to make the recommended changes may pose a threat to water quality.
- 4) CONTINUING ELIGIBILITY. The GSA must meet the following ongoing requirements to remain eligible to receive TSS:
  - a) Statutory requirements for GSA Notification (CWC Section 10723 *et seq.*).
  - b) Statutory requirements for Alternatives (CWC Section 10733.6 *et seq.*).
  - c) Statutory requirements for GSP Initial Notification (CWC Section 10727.8 and §353.6 of the GSP Regulations [California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2]).
  - d) The basin or subbasin that the GSA occupies is current with periodic reporting requirements under DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) and Sustainable Groundwater Management Act (SGMA) Programs, as applicable (CWC Sections 10920 *et seq.* and 10728, respectively).
  - e) The basin or portion of the basin managed by the GSA must not be in a current condition of overlap that would disqualify the decision of the GSA to undertake groundwater management pursuant to SGMA (CWC Section 10723.8(c)).
- 5) INDEMNIFICATION. The GSA shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and the Agreement, including, but not limited to, any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of the Agreement. The GSA shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to the Agreement.
- 6) INDEPENDENT CAPACITY. The GSA, and the agents and employees of the GSAs, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- 7) INSPECTIONS OF PROJECT. The State and GSA shall each have the right to inspect all project-related work as described in Exhibit A at all reasonable times and places during the term of the Agreement. The GSA and DWR shall include provisions ensuring such access in all their contracts entered into pursuant to its Agreement.
- 8) DEFAULT PROVISIONS. The GSA will be in default under this TSS Agreement if any of the following occur:

- a) Breaches of this TSS Agreement, or any supplement or amendment to it, or any other agreement between the GSA and the State evidencing or securing the GSA's obligations.
  - b) Making any false warranty, representation, or statement with respect to this TSS Agreement or the application filed to obtain this TSS Agreement.
  - c) Failure to operate or maintain project(s) in accordance with this TSS Agreement.
  - d) Failure to meet any of the requirements set forth in Paragraph 4, "Continuing Eligibility."
- 9) RESPONSE TO DEFAULT. Should an event of default occur, the State shall provide a notice of default to the GSA and shall give the GSA at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the GSA. If the GSA fails to cure the default within the time prescribed by the State, the State may do any of the following:
- a) Terminate any obligation to perform future project work as described in Exhibit A.
  - b) Terminate the TSS Agreement.
  - c) Take any other action that it deems necessary to protect its interests.
- 10) ENTRY PERMIT OR OTHER DOCUMENT. For projects involving construction of improvements on publicly owned real property, including the installation of groundwater monitoring well(s), the GSA shall execute or obtain from the owner(s) of the real property a renewable Temporary Entry Permit (TEP) document authorizing DWR's officers, employees, agents, and contractors permission to enter said owner's property with all necessary equipment to perform the work described under this Agreement in Exhibit A, including collection of data for the useful life of the project. Such work will be subject to site specific provisions to be described in the TEP prior to implementation of field/construction activities. In the event that a project is to be located on privately owned real property, at the discretion of DWR the GSA shall acquire an easement granting property rights to conduct the project as described in this agreement and shall execute a TEP providing DWR access to the site as described in this section.
- 11) WORK AREA SAFETY. Prior to initiating any field work activities including initial site visits and reconnaissance, the State will perform a preliminary review of property to document the physical and environmental conditions and prepare a Job Hazards Analysis (JHA) that considers real and perceived job safety hazards related to site conditions and the work to be performed. The JHA will be reviewed and appropriately updated as site conditions and work activities progress or change. The JHA will outline any required safety precautions to be followed and any personal protective equipment to be worn for DWR staff to safely perform the work. All State and GSA officers, employees, agents, and contractors working at or visiting the project work area will be required and agree to read, be briefed on, and sign the JHA as acknowledgement of their awareness of its safety provisions before entering the work area on each day they are present.
- 12) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of projects and in consideration of the services provided by the State, the GSA agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, operation, closure, or removal. The GSA or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the project. For purposes of this Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace, reconstruct, close in-place, or remove capital assets or basic structures. Refusal of the GSA to ensure operation and maintenance of the project(s) in accordance with this provision may, at the option of the State, be considered a breach of this Agreement and may be treated as default under Paragraph 9, "Default Provisions."

- 13) **DESTRUCTION OF WELLS.** At any point when a well drilled for purposes of the Project shall be abandoned, the GSA shall destroy the abandoned well in accordance with prevailing well completion and destruction standards.
- 14) **NOTIFICATION OF STATE.** The GSA shall promptly notify the State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or schedule of DWR's performance under this TSS Agreement. The GSA agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
  - b) Any public or media event publicizing the accomplishments and/or results of this TSS Agreement that provide an opportunity for attendance and participation by the State's representatives. The GSA shall make such notification at least 14 calendar days prior to the event.
  - c) Any inspections of completed project work by a California Professional Engineer or Geologist. The GSA shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 15) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this TSS Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery of receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 15. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 16) **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this TSS Agreement are as follows:

Department of Water Resources  
Taryn Ravazzini  
Deputy Director, Special Initiatives  
Sustainable Groundwater Management Office  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 653-4781  
e-mail: [taryn.ravazzini@water.ca.gov](mailto:taryn.ravazzini@water.ca.gov)

GSA Name  
Project representative name  
Project representative title  
Street address  
City, State Zip  
Phone: (XXX) XXX-XXXX  
e-mail:

Direct all inquiries to the Project Manager:  
Department of Water Resources  
Steven Springhorn  
Supervising Engineering Geologist  
Sustainable Groundwater Management Office  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 651-9273  
e-mail: [steven.springhorn@water.ca.gov](mailto:steven.springhorn@water.ca.gov)

GSA Name  
Project manager name  
Project manager title and office  
Address  
City, State Zip  
Phone: (XXX) XXX-XXXX  
e-mail:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

17) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this TSS Agreement by this reference:

- Exhibit A – Work Plan, Schedule, and Budget
- Exhibit B – Standard Conditions

IN WITNESS WHEREOF, the parties hereto have executed this TSS Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

GSA NAME

\_\_\_\_\_  
Taryn Ravazzini, Deputy Director  
Executive Division

\_\_\_\_\_  
Authorized Representative Name  
Title

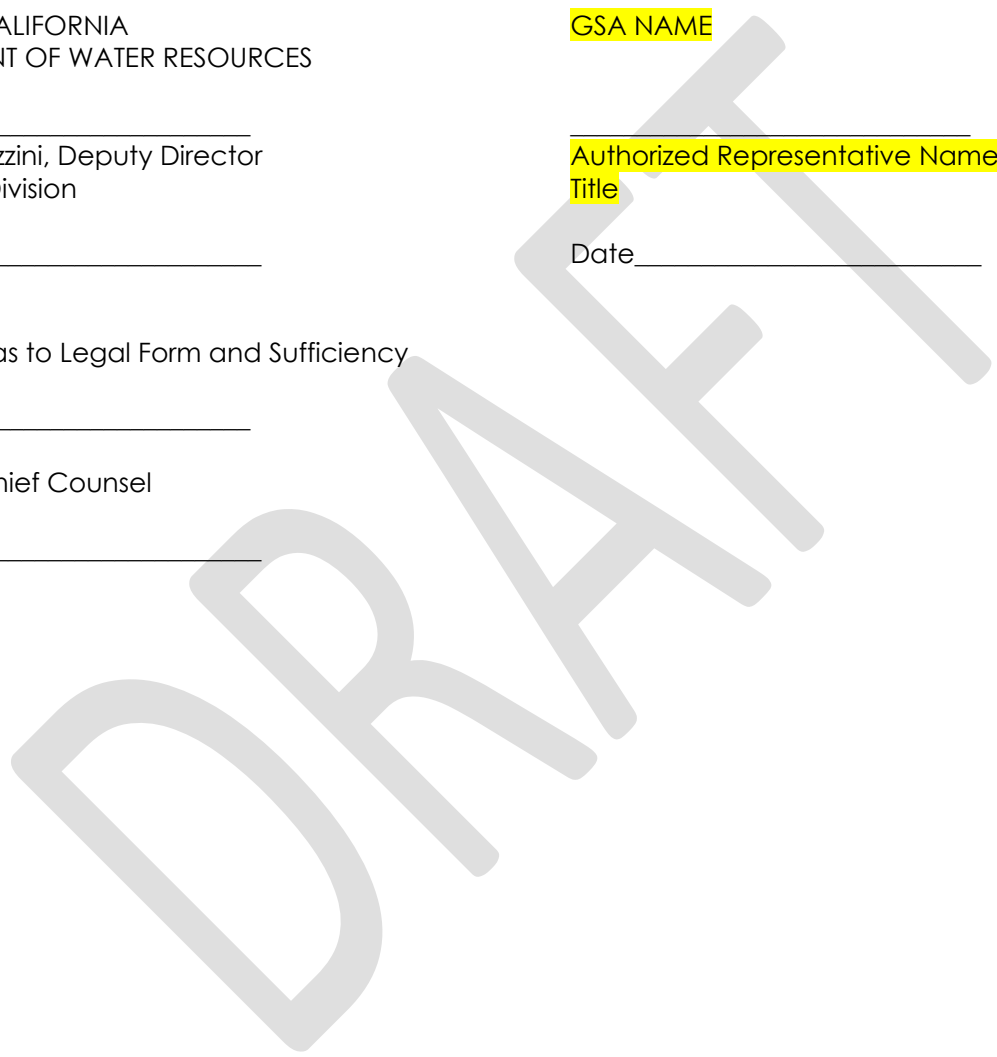
Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Name, Title  
Office of Chief Counsel

Date \_\_\_\_\_



**Exhibit A**  
**Work Plan, Schedule, and Budget**

DRAFT



**Exhibit B**  
**Standard Conditions**

- B.1) AMENDMENT:** The Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the GSA for amendments must be in writing stating the amendment request and the reason for the request.
- B.2) APPROVAL:** The Agreement is of no force or effect until signed by all parties to the Agreement.
- B.3) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under the Agreement does not appropriate sufficient funds for the TSS Program, the Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to perform any services under the Agreement. In this event, the State shall have no liability to furnish any considerations under the Agreement and the GSA shall not be obligated to perform any provisions of the Agreement. If funding for any fiscal year after the current year covered by the Agreement is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State or offer an Agreement amendment to the GSA to reflect the reduced amount of services to be provided.
- B.4) CEQA:** Activities performed under the Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
- Environmental Information: <http://ceres.ca.gov/ceqa/>
- California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- B.5) CLAIMS DISPUTE:** Any claim that the GSA may have regarding performance of the Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Representative, within thirty (30) days of the GSA's knowledge of the claim. The State and the GSA shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.
- B.6) DELIVERY OF INFORMATION, REPORTS, AND DATA:** The GSA agrees to expeditiously provide throughout the term of the Agreement, such reports, data, information, and certifications as may be reasonably required by the State. If such data is generated and transmitted on a continuous basis (e.g., real-time with telemetry), the State shall also have full access to such capabilities.
- B.7) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** To the extent that the GSA provides professional engineering services as an integral component of the Project, the GSA shall provide for any final inspection and certification by the appropriate licensed professional (California Professional Civil Engineer or Geologist) that their work has been completed in accordance with licensure law and any submitted final plans and specifications and any modifications thereto and in accordance with the Agreement.
- B.8) GSA COMMITMENTS:** The GSA accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the GSA in the application, documents, amendments, and communications filed in support of its request for Technical Support Services.
- B.9) GSA NAME CHANGE:** Approval of the State's Program Manager is required to change the GSA's name as listed on the Agreement. Upon receipt of legal documentation of the name change the State will process an amendment.
- B.10) GOVERNING LAW:** The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- B.11) MODIFICATION OF OVERALL WORK PLAN:** At the request of the GSA, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the scope, schedule, and

budget without formally amending the Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the project budget amount. Non-material changes with respect to each Project schedule are changes that will not extend the term of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the GSA to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.

- B.12) OPINIONS AND DETERMINATIONS:** Where the terms of the Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- B.13) PERFORMANCE AND ASSURANCES:** The GSA agrees to faithfully and expeditiously perform or cause to be performed all Project work in their charge as described in Exhibit A, "Work Plan" and to apply State resources received only to its charge in developing one or more GSPs in accordance with applicable provisions of the law.
- B.14) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The GSA shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project without prior permission of the State.
- B.15) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- B.16) RIGHTS IN DATA:** The GSA agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of the Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* The GSA may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under the Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The GSA shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- B.17) SEVERABILITY:** Should any portion of the Agreement be determined to be void or unenforceable, such portion shall be severed from the whole and the Agreement shall continue as modified.
- B.18) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the GSA of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out their commitments to completing the project.
- B.19) SUCCESSORS AND ASSIGNS:** The Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of the Agreement or any part thereof, rights hereunder, or interest herein by the GSA shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- B.20) TERMINATION BY THE GSA:** Subject to the State approval which may be reasonably withheld, the GSA may terminate the Agreement and be relieved of contractual obligations. In doing so, the GSA must provide a reason(s) for termination and is responsible for reimbursing costs incurred by DWR on the project as described in Exhibit A up to the time of notice of termination.
- B.21) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate the Agreement and be relieved of any commitments should the GSA fail to perform the requirements of the Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9 of this Agreement.
- B.22) TERMINATION WITHOUT CAUSE:** The State may terminate the Agreement without cause on a 30-day advanced written notice.

- B.23) THIRD PARTY BENEFICIARIES:** The parties to the Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or any duty, covenant, obligation or understanding established herein.
- B.24) TIMELINESS:** Time is of the essence in the Agreement.
- B.25) WAIVER OF RIGHTS:** None of the provisions of the Agreement shall be deemed waived, unless expressly waived, in writing. It is the intention of the parties hereto that, from time to time, either party may waive any of its rights under the Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

DRAFT



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(c)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Site Use Agreement for the Technical Support Services Monitoring Well

### SUMMARY

A Site Use Agreement with the City of Ventura is required for the Technical Support Services (TSS) monitoring well cluster at the Ventura Water Reclamation Facility. The City of Ventura provided a draft agreement, which has been reviewed by DWR and Agency Counsel (Attachment A). It is anticipated that some back-and-forth will be needed between the three entities to finalize the agreement language. In the interest of time, it is recommended that the Board authorize the Executive Director to finalize and execute the agreement, in consultation with Agency Counsel.

### RECOMMENDED ACTION

It is recommended that the Board authorize the Executive Director to finalize and execute a site use agreement for the Technical Support Services Monitoring Well.

### BACKGROUND

Please see summary.

### FISCAL SUMMARY

Not applicable

### ATTACHMENTS

- A. Draft Site Use Agreement with DWR and Agency Counsel Comments

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

**SITE USE AGREEMENT FOR MONITORING WELL AT VENTURA WATER  
RECLAMATION FACILITY PROPERTY  
CITY OF SAN BUENAVENTURA ~~AND~~, MOUND BASIN GROUNDWATER  
SUSTAINABILITY AGENCY AND CALIFORNIA DEPARTMENT OF WATER  
RESOURCES**

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**THIS SITE USE AGREEMENT** ("Agreement") is made and entered into on the date last set forth below ("Effective Date") by and between the City of San Buenaventura, a California Charter Law Municipal Corporation, hereinafter referred to as "**City**," ~~and~~ the Mound Basin Groundwater Sustainability Agency, a joint powers authority formed under the Joint Exercise of Powers Act of 2000 "~~(MBGSA)~~", ~~hereinafter referred to as "User" and the California Department of Water Resources "(State)".~~ ~~MBGSA and State are hereinafter collectively referred to as "User" and User and MBGSA City may hereinafter be collectively referred to as the "Parties"~~.

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1. **City** gives **User** the right to install, operate and maintain a monitoring well cluster, located on a portion of Assessor's Parcel Number (APN) 138-0-050-110, described in Exhibit A and depicted on Exhibit B attached hereto ("the Premises"), subject to the terms, conditions, laws, rules, and regulations stated and referenced herein. **City** also gives **User** and **User's** consultants ~~and the California Department of Water Resources~~, the right to access the **City's** Ventura Water Reclamation Facility property, located at 1400 Spinnaker Drive, Ventura, California in order to access the Premises and the monitoring well, provided that **User** or anyone seeking access pursuant to this Agreement must coordinate access to this secured facility with the Ventura Water General Manager. **User** shall not interfere with the operations of **City's** Ventura Water Department.
2. The term of this Agreement shall commence on the Effective Date and shall extend for a period of fifty (50) years thereafter.
3. There shall be no charge to **User** for use of the site for a monitoring well cluster and the Parties recognize that the monitoring well cluster is of mutual benefit to the **City** and **User** for implementation of and compliance with the Sustainable Groundwater Management Act.
4. Prior to the start of construction of ~~the any~~ monitoring wells on the Premises, **User** will submit the final construction plans to the **City's** City Engineer for review and approval: Brad Starr, PE – [bstarr@cityofventura.ca.gov](mailto:bstarr@cityofventura.ca.gov), (805) 797-5069. **City** shall have fifteen (15) working days to review and approve (or disapprove) the construction plans. If **City** has not responded within fifteen (15) days, the plans shall be deemed approved. If **City** disapproves the plans, it will cooperate with **User** to develop acceptable plans until such time as **User's** plans are approved.

Commented [BB1]: Plans have already been reviewed for CDP?

5. Each User shall procure and maintain for the term of this Agreement, at User's expense, general liability and automobile liability insurance, including bodily injury and property damage, of not less than one million dollars (\$1,000,000) per occurrence, with an aggregate coverage of two million dollars (\$2,000,000). Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the use by or on behalf of User and shall name City as additional insured for both ongoing and completed operations, on a primary, non-contributory basis. User shall provide a certificate of said insurance and the applicable endorsements to City concurrently upon User's execution of this Agreement. Said certificate of insurance or endorsement must reference (1) the rights conveyed by this Agreement, (2) name City as additional insured, (3) the User's policy will answer on a primary and non-contributory basis, and (4) state that insurance will not be cancelled or diminished without giving thirty (30) days' prior written notice to City.

**Commented [BB2]:** Bryan requested insurance policy modifications to address this language. Pending response from agent.

State may elect to self-insure for the above insurance requirements, and State's self-insurance certificate is attached hereto as Exhibit C.

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6. **User shall notify City at least thirty (30) days prior to the start of construction of ~~the~~any monitoring well of the construction start date and coordinate a preconstruction meeting with City's Public Works Construction Division by calling the Public Works Inspection Line at (805) 654-7767.**
7. **User shall not store any material or equipment on the Premises unrelated to the use or operation of the monitoring well without the prior written consent of City.**
8. **Subsequent to the completion of construction of the monitoring well and any covering structure, and other than for routine maintenance, User shall not make any modifications to the Premises without the prior written consent of City.**
9. Notices required to be given hereunder to City shall be delivered by electronic mail to Susan Rungren, Ventura Water General Manager, [srungren@cityofventura.ca.gov](mailto:srungren@cityofventura.ca.gov) AND in person or by U.S. mail service, return receipt requested, to Ventura Water, Attn: General Manager, 336 Sanjon Road, Ventura, California 93002.

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All notices to **User** shall be delivered by electronic mail to Bryan Bondy, Executive Director, [bryan@moundbasingsa.org](mailto:bryan@moundbasingsa.org) AND in person or by U.S. mail service, return receipt request, to the Mound Basin Groundwater Sustainability Agency, Attn: Executive Director, P.O. Box 3544, Ventura, CA 93006-3544; AND - by electronic mail to Jason Preece, Sr. Engineering Geologist, [jason.preece@water.ca.gov](mailto:jason.preece@water.ca.gov) AND in person or by U.S. mail service, return receipt request, to the Department of Water Resources, Attn: Chief, Technical ServicesAssistance Section, P.O. Box 942836, Sacramento, CA 94236-0001;

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10. In addition to any other indemnification provided elsewhere in this Agreement, **User** agrees to release, indemnify, defend and hold harmless **City** and its departments, officers, elected and appointed officials, employees, contractors, consultants, volunteers, agents, and invitees (collectively, the "Indemnified Parties") from and against all liabilities, losses, judgments, lawsuits, causes of action, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees (collectively referred to as "Claim"), which may be imposed or incurred or asserted (whether real or claimed) against the Indemnified Parties by reason of any act or omission by **User** or any party acting on **User's** behalf arising from or related to this Agreement, including the use or possession of ~~the any~~ monitoring well, except for Claims arising from or related to the sole negligent or wrongful acts or omissions of **City** or its departments, officers, elected and appointed officials, employees, contractors, consultants, volunteers, agents, and invitees.

~~40. The duty to defend the City shall not apply to State.~~

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11. As part of **User's** consideration hereunder, **User** acknowledges and agrees that in no event shall **City** be responsible or liable for any theft, loss, injury, damage, or destruction of any of **User's** property, including ~~the any~~ monitoring well, or for any accident or personal injury to **User** or its officers, elected and appointed officials, employees, contractors, consultants, volunteers, agents, or invitees, it being specifically understood and agreed that this Agreement is solely for the privilege of the use and occupancy of the Premises as described in this Agreement.
12. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
13. Any attempt by a **User** to assign the benefits or burdens of this Agreement without the prior written approval of the **City** shall be prohibited and shall be null and void.
14. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.
15. No waiver of any default or defaults hereunder shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
16. This Agreement may only be modified in a writing executed by ~~both the~~ Parties hereto.

- 17. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other party hereto are in the physical possession of the party seeking enforcement thereof.
- 18. The person or persons executing this Agreement on behalf of the Parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their entity to the performance of its obligations hereunder

[Signatures follow.]

IN WITNESS WHEREOF, this Agreement is executed by and between **City** and **User**, on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SAN BUENAVENTURA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Alex D. McIntyre  
Title: City Manager

ATTEST

By \_\_\_\_\_  
Name: Antoinette M. Mann, MMC, CRM  
Title: City Clerk

APPROVED AS TO FORM  
Gregory G. Diaz, City Attorney

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Miles P. Hogan  
Title: Assistant City Attorney II

\_\_\_\_\_  
\_\_\_\_\_

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**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Bryan Bondy  
Title: Executive Director

**STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Linus A. Paulus  
Title: Chief, Acquisition and Appraisal Section

Approved as to form and legal sufficiency

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robin Brewer  
Title: Assistant Chief Counsel

DRAFT



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(d)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Agency Insurance

### SUMMARY

The Site Use Agreement with the City of Ventura requires general and automotive liability coverage. The Agency does not have these coverages. The Executive Director has only been able to obtain a one quote for coverage because GSAs are considered high risk and many underwriters are declining coverage. The quote obtained is \$3,056.25 for one year. The Executive Director is awaiting confirmation from the City’s Risk Manager concerning the adequacy of the coverage. If the coverage is not adequate, the Agency will have to seek other quotes, which could be more costly. In the interest of time, it is recommended that the Board authorize the Executive Director to procure the required insurance for an amount not-to-exceed \$5,000.

### RECOMMENDED ACTION

It is recommended that the Board authorize the Executive Director to procure an insurance policy in the amount not-to-exceed \$5,000 to meet the insurance requirements contained in the DWR and City of Ventura agreements for the Technical Support Services Monitoring Well.

### BACKGROUND

Please see summary.

### FISCAL SUMMARY

Not applicable

### ATTACHMENTS

- A. Insurance Quote

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

**QUOTE - Option 1**

**Date:** 07/02/2021

**Producer:**  
RSG SPECIALTY LLC DBA RSG SPECIALTY  
INSURANCE SERVICES LLC  
44 MONTGOMERY ST STE 2000  
SAN FRANCISCO, CA 94104

**Potential Insured:**  
Mound Basin Groundwater Sustainability Agency  
  
P.O Box 3544  
Ventrua, CA 93006

**Attention:** Ajay Patel  
**Telephone:** 916-580-2041  
**Email:** Ajay.Patel@rtspecialty.com

The following **quote** outlines our proposal for the above referenced account. Please review all coverage terms and conditions as they may differ from the submission. These terms and conditions may be modified upon review of the requested additional information.

**Company:** Westchester Surplus Lines Insurance Company - AM Best Rating A++ XV

**Coverage:**  
Commercial General Liability Coverage Form – Occurrence  
Contractor's Pollution Liability Endorsement – Occurrence

**Limits Of Liability:**

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$50,000	Damage to Premises Rented to You
\$10,000	Medical Payments
\$1,000,000	Contractor's Pollution Liability - Each Pollution Condition

**Deductible:**

\$2,500	General Liability - Each Occurrence
\$2,500	Contractor's Pollution Liability - Each Pollution Condition

<b>Premium:</b>	<b>\$2,500</b>
<b>TRIA Premium Charge:</b>	\$ 250 - not included
<b>Broker Fee:</b>	\$475
<b>Taxes</b>	\$81.25

**Total Premium:** \$ 3,056.25

**Rate:** Flat / Not Auditable  
**Exposure Basis:** \$250,000 (Estimated Revenue)

**Policy Term:** 07/30/2021 - 07/30/2022

**Retroactive Dates:** Contractor's Pollution Liability Endorsement – Not Applicable

**Covered Locations:** Not Applicable

**Insurance Company Forms:**

- SL-17888 (01/17) - California Notice to Insured
- CG 00 01 (04/13) - Commercial General Liability Coverage Form
- ENV-1203 (03/10) - Contractors Pollution Liability Coverage Endorsement - Occurrence - Elite
- ENV-1230 (03/10) - Non-Owned Disposal Site(s) Liability - Elite
- ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
- CG 20 10 (04/13) - Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
- CG 20 37 (04/13) - Additional Insured - Owners, Lessees Or Contractors - Completed Operations
- CG 21 06 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
- CG 21 32 (05/09) - Communicable Disease Exclusion
- ENV-3103 (12/10) - All Known or Reported Incidents Exclusion
- ENV-3107 (09/04) - Common Policy Conditions
- ENV-3110 (09/04) - Deductible Liability Insurance Endorsement
- ENV-3112 (08/04) - Designated Operations Exclusion
- ENV-3137 (08/04) - Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
- ENV-3143 (03/05) - Waiver of Transfer of Rights of Recovery Against Others to Us
- ENV-3146 (01/14) - Transportation Pollution Liability Coverage Endorsement (Owned)
- ENV-3147 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
- ENV-3213 (04/20) - Mold Sublimit Endorsement - Contractors Pollution Liability
- ENV-3240 (11/16) - Coverage Part Changes Endorsement
- ENV-3241 (01/18) - Non-Accumulation of Limits Endorsement - Commercial General Liability
- ENV-3250 (12/18) - Additional Insured Endorsement - Ongoing Work or Operations
- ENV-3251 (12/18) - Additional Insured Endorsement - Products - Completed Operations Hazard
- ENV-3252 (12/18) - Primary And Noncontributory - Other Insurance Condition
- ENV-5100 (06/11) - Asbestos Amendatory Endorsement
- ENV-5102 (10/04) - Nuclear Hazard Liability Exclusion
- ENV-5519 (09/04) - Earned Premium Endorsement - 25% Minimum Earned
- ENV-6100 (08/04) - Construction Management Professional Exclusion - General Liability Coverage
- ENV-6101 (08/04) - Engineers, Architects and Surveyors Professional Exclusion - General Liability Coverage
- ENV-6102 (08/04) - Inspection, Appraisal and Survey Exclusion - General Liability Coverage
- ENV-6103 (08/04) - Testing or Consulting Professional Liability Exclusion - General Liability Coverage
- ENV-6104 (08/04) - Total Pollution Exclusion - General Liability Coverage
- ENV-6105 (08/04) - Employment Related Practices Exclusion
- ENV-6106 (01/05) - Defined Words and Phrases Endorsement
- ENV-7109 (01/19) - New York Labor Law Exclusion And Employer's Liability Amendatory Endorsement
- ENV-7110 (02/05) - Hired and Non-Owned Auto Liability Coverage Endorsement
- SL-34255a (01/16) - Service of Suit Endorsement
- TR-51520a (08/20) - Policyholder Disclosure Notice of Terrorism Insurance Coverage

Applicable TRIA Endorsements

**The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:**

- Signed and dated environmental application - prior to binding
- Three years of currently valued loss runs - prior to binding
- CA SLA docs
- TRIA

- Please answer the following questions prior to binding:
  - 1.Are there any vehicles owned/titled to the above applicant?
  - 2.Does the above applicant on a long-term basis lease any vehicles?
  - 3.Is there an auto policy currently in force in the name of the above applicant?
  - 4.Do employees use their personal automobiles in the course of performing their employment duties?

**Additional Terms and Conditions:**

- Proposed terms and conditions may differ from those requested.
- Sample coverage forms will be provided to you prior to binding.
- The producer shall be responsible for all applicable surplus lines filings and taxes.
- Premium is due thirty (30) days from the effective date of coverage.
- The proposed coverage shall be 25% minimum earned at inception.
- The coverage proposed in this quote is valid through 08/01/2021
- We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE “HOME STATE” AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON BINDING OF THIS PLACEMENT.**

Please advise your client that Westchester Specialty Insurance Services, Inc. (WSIS) is offering this quote as representative of its affiliated surplus lines insurance company, Westchester Surplus Lines. WSIS is not acting on behalf of your client and does not seek placements in other surplus lines markets.

Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25-S)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.



Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

*Only carrier to be ranked number one in more than one category.*

**CLICK HERE**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.**

#### Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$250.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

\_\_\_\_\_  
Policyholder/Applicant/Authorized  
Representative's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

## NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**THIS IS A CLAIMS-MADE ENDORSEMENT WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.**

**PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLES.**

#### SCHEDULE

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	Policy Inception	

No coverage is provided under this policy for **Non-Owned Disposal Site(s)** unless this endorsement is attached as a part of the policy; coverage then applies only for the Limits of Insurance specifically listed in above SCHEDULE.

- A.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, A. Insuring Agreement** is deleted in its entirety and replaced by the following:

#### **COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY**

##### **Insuring Agreement**

1. We will pay those sums in excess of the deductible shown in the above SCHEDULE that the insured becomes legally obligated to pay for **claim(s)** or **suit(s)** seeking damages for **bodily injury, property damage, or cleanup costs arising** from liability of the insured that results from **pollution condition(s)** on, at, under, or migrated beyond the boundaries of a **Non-Owned Disposal Site** as a result of the disposal of any material or waste by the insured provided:
  - a. Such **pollution condition(s)** first commence after the Retroactive Date listed in the above SCHEDULE, if any, and before the end of the **policy period** and any resulting **claim(s)** are reported to us in writing, during the **policy period** or any applicable Extended Reporting Period; and
  - b. The material or waste is from a job site where **your work** is being performed or has ever been performed; and

- c. The **Non-Owned Disposal Site** is not owned, operated, leased, or maintained by the **Named Insured** or any related entity; and
- d. The **Non-Owned Disposal Site** is a treatment, storage or disposal facility that:
  - i. Is currently permitted and/or licensed by the applicable federal, state, provincial, or municipal authorities; and
  - ii. Is permitted at the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal; and
- e. the **Non-Owned Disposal Site** is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal.

We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **C. LIMITS OF INSURANCE** below; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

**B.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, Exclusions, Non-Owned Disposal Sites** is deleted in its entirety and replaced by the following:

**Bodily injury** or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**. This exclusion does not apply to **Non-Owned Disposal Site(s)** described above in **COVERAGES, NON-OWNED DISPOSAL SITE LIABILITY, Insuring Agreement**.

**C.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, LIMITS OF INSURANCE** is amended to include the following:

The Each Claim Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of all damages because of a **loss** arising out of any one **claim(s)** or **suit(s)** under this endorsement. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Non-Owned Disposal Site Liability Coverage Part is the Each Claim Limit shown in the SCHEDULE set forth above applicable to the first policy period during which the **pollution condition** commenced. The Contractors Pollution Liability Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The Non-Owned Disposal Site Aggregate Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this endorsement. The General Aggregate Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The deductible amount stated in the SCHEDULE set forth above is applicable to each **claim** and applies once to each **claim** and applies to defense expenses, investigation, settlement, compromise, or indemnification.



- D. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS** is amended to include the following additional **DEFINITION**:

**Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste.

- E. For the purposes of this endorsement, the following Extended Reporting Period Provisions are added:

#### **EXTENDED REPORTING PERIOD**

In the event that the coverage provided by this endorsement is deleted or the policy is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or non-payment of deductible amounts, the following shall apply:

##### **A. Automatic Extended Reporting Period**

1. The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the **insured** during this automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

##### **B. Optional Extended Reporting Period**

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
2. A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.

3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

All other terms and conditions remain the same.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**SCHEDULE**

<u>Coverage</u>	<u>Per Claim Deductible</u>	<u>Per Occurrence Deductible</u>
Bodily Injury & Property Damage Liability Combined	Not Applicable	\$2,500

A. Our obligation under the Bodily Injury Liability and Property Damage Liability coverage parts to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above, as applicable to such coverage.

B. Deductible amounts may be on either a Per Claim or Per Occurrence basis. The Deductible amount stated in the Schedule above applies as follows:

1. Per Claim Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Claim basis that Deductible amount applies to all damages sustained by any one person because of:

- a. **bodily injury**; or
- b. **property damage**; or
- c. **bodily injury and property damage** combined as the result of any one **occurrence**

If damages are claimed for care, loss of services or death resulting at any time from **bodily injury**, a separate Deductible amount will be applied to each person making a claim for such damages.

With respect to **property damage**; the definition of person includes an organization.

2. Per Occurrence Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Occurrence basis that Deductible amount applies to all damages because of:

- a. **bodily injury**; or
- b. **property damage**; or
- c. **bodily injury and property damage** combined as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the Insured against any claim(s) or **suit(s)** seeking those damages; and
  2. Your duties in the event of an **occurrence**, claim or **suit**,  
apply irrespective of the application to the Deductible amount.
- D. We may pay any part, or all, of the Deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

All other terms and conditions remain the same.

SPECIMEN

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED OPERATIONS EXCLUSION**

**SCHEDULE OF OPERATIONS:**

All operations except for groundwater monitoring

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to **bodily injury** or **property damage** arising out of any operations shown in the Schedule of Operations above.

All other terms and conditions remain the same.

SPECIMEN



Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SECTION I - COVERAGES, C. Supplementary Payments** is deleted in its entirety and replaced by the following:

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

**TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT**

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**COVERAGES - CONTRACTORS POLLUTION LIABILITY, Section B., Exclusions, 16. Vehicles** is deleted in its entirety and replaced with the following:

**16. Vehicles**

**Bodily injury or property damage** arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. However, this exclusion does not apply to:

- a. **Bodily injury or property damage** resulting from a **pollution condition** that commences during the transportation of **your product** by a **carrier**; or
- b. **Bodily injury or property damage** resulting from a **pollution condition** arising out of the ownership, maintenance or use of any **autos** or watercraft used in the operations performed by or on behalf of the insured.

With respect to item **b.** above, the following Limits of Insurance apply:

<b>Limits of Insurance:</b>	\$ 1,000,000	Each Occurrence
	\$ 1,000,000	Transportation Pollution Aggregate Limit (serves to reduce the General Aggregate shown on the Declarations page)

The Limits of Insurance are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached.

All other terms and conditions remain the same.

## GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART  
SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART  
PRODUCTS POLLUTION LIABILITY COVERAGE PART**

Notwithstanding anything in this policy that might be construed otherwise, including any definitions or provisions governing Defense and Claims Expense that discuss the geographic scope of coverage to be provided herein, the Coverage Territory of this policy shall include the following:

1. The United States of America, including its territories and possessions, and Puerto Rico;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any of the places included in Item 1., above; and
3. All other parts of the world, except:
  - a. The People's Republic of China; and
  - b. Any of the former member states of the Union of Soviet Socialist Republics, including Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

This policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the government of the United States of America.

### **I. FOREIGN COVERAGE**

When a **foreign occurrence** arising out of one or more otherwise covered exposures of the insured or **foreign entity** causes injury or damage to which this insurance applies, rather than directly pay on behalf of the insured or **foreign entity**, we shall indemnify the insured for the **foreign loss** or **foreign entity loss** caused by a **foreign occurrence** subject to the following provisions.

### **II. WHO IS AN INSURED**

The **WHO IS AN INSURED** provisions of this policy and any other associated definitions or schedules are hereby amended to confirm that **foreign entities** are not insureds on whose behalf we have a direct duty to pay settlements or judgments or to whom we owe any duty to defend.

### III. DEFENSE AND SUPPLEMENTARY PAYMENTS

Rather than directly defend an insured or **foreign entity**, we shall indemnify the insured for defense costs incurred in defending a **suit** brought against it or its **foreign entity**, provided that the insured complies with Section V., **ADDITIONAL CONDITIONS**, of this Endorsement, below, and all other policy terms, conditions and limitations.

### IV. LIMITS OF INSURANCE

The insurance provided by this Endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) identified in the Declarations of, or elsewhere in, this policy, including any aggregate limits and sublimits (collectively "limits"). Any **foreign loss** or **foreign entity loss** for which we pay indemnity shall erode and be counted against such limits. Such limits apply on the same basis (e.g., per **occurrence**, per **claim**, in the aggregate etc.) with respect to the insureds as would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico.

The applicability of limits to Supplementary Payments or **allocated loss adjustment expense** applies on the same basis (pursuant to the applicable coverage part) as would apply if the **foreign occurrence** had taken place directly with respect to an insured within the United States of America, including its territories and possessions, or Puerto Rico.

### V. ADDITIONAL CONDITIONS

The following conditions apply in addition to the conditions and limitations provided elsewhere in this policy.

#### A. Claims Made and/or Reported Coverage (to the extent applicable)

Any requirements in this policy that a **claim** be first made and/or reported, or deemed made and/or reported, during the policy period, or any discovery or extended reporting period, shall also apply to all **claims** made against a **foreign entity** for which an insured seeks indemnification. Any provisions regarding notice of circumstances which may become a **claim** pursuant to this policy shall apply to circumstances known or which reasonably should have been known by the insured.

#### B. Additional Duties of the Insured

1. With respect to a **foreign occurrence** which may result in a **claim** to which this insurance applies, the insured assumes the duty to notify us, and must notify us in accordance with the conditions in the applicable coverage part or endorsement of this policy.
2. The insured shall, when directed by us:
  - a. Retain in its own name, but, subject to any relevant retention or deductible obligations herein, a loss adjusting expert approved by us that is authorized in the jurisdiction in which the **foreign loss** or **foreign entity loss** occurred;
  - b. Where permitted by applicable law, grant us the full right to collaborate with such loss adjusting expert;
  - c. Grant us full access to any records produced by such loss adjusting expert; and
  - d. Obtain the right to control the investigation, adjustment, defense and settlement of the **foreign loss** or **foreign entity loss** using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

#### C. Payment as Discharge of Liability

With respect to any **foreign loss** or **foreign entity loss**, payment to the insured shall, in all circumstances, to the extent of such payment, discharge us from any liability or alleged liability to any other person or entity, whether or not such person or entity is named as an insured pursuant to this policy.

#### D. Truthfulness and Accuracy of Information

1. The insured shall make a good faith effort to provide truthful and accurate information to us with respect to the applicable **foreign entity**, **foreign occurrence**, **claim**, **suit**, **foreign loss** or **foreign entity loss**; and
2. The insured shall not, at any time, intentionally conceal or misrepresent facts concerning any **foreign entity**; any **foreign loss**; any **foreign entity loss**; any **claim** or **suit**; or any **foreign occurrence**.

## VI. Additional Definitions

The following definitions apply to this Endorsement in addition to definitions set forth elsewhere in this policy:

### A. **Allocated loss adjustment expense** means any:

1. Expenses, costs and interest provided for pursuant to this policy that responds to a **loss, claim, suit** or demand; and
2. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any **loss, claim, suit** or demand arising pursuant to this policy that we directly allocate to a particular **claim**, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses shall include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, **allocated loss adjustment expense** does not include:

1. The salaries of the employees of any **foreign entity** or of the insured;
2. Fees, expenses and interest for legal services not provided to or for the benefit of the insured; and
3. Amounts otherwise reimbursed to the insured or **foreign entity**.

### B. **Foreign entity** means any person or entity which would otherwise qualify as an insured or additional insured as defined in or identified in any coverage part, endorsement or schedule attached to this policy, but for the fact that such person or entity is domiciled or its principal place of business is located within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico.

### C. **Foreign loss** means:

1. Damages or other amounts to which this insurance applies, that an insured has incurred or becomes legally obligated to pay within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico, as the result of injury, damage, **loss**, or liability to which this insurance would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by the insured to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### D. **Foreign entity loss** means:

1. Damages, or other amounts to which this insurance applies, that a **foreign entity** has incurred or becomes legally obligated to pay because of injury, damage, **loss**, or liability to which this insurance would apply if the insured were directly liable for such amounts with respect to covered exposures located within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by a **foreign entity** to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### E. **Foreign occurrence** means an accident, **occurrence, pollution condition, loss**, act, error or omission (as any of these terms may be defined in the applicable coverage parts), which may result in a **foreign loss** or **foreign entity loss**.

All other terms and conditions of this policy remain unchanged.

**MOLD SUBLIMIT ENDORSEMENT – CONTRACTORS POLLUTION LIABILITY**

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**I.** Subsection **U.** of the **DEFINITIONS** section of this Coverage Part is hereby deleted in its entirety and replaced with the following:

**U. Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal material, matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low-level radiological waste, mixed waste or waste materials, including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered.

**Pollution condition** also includes:

- 1.** Electromagnetic fields, **mold** and bacteria, including *legionella pneumophila*, provided that any such:
  - a.** Conditions are not naturally occurring in the environment in the amounts and concentrations discovered; and
  - b.** Bacteria: **i)** is not the result of communication or transmission through human-to-human, human to animal or animal to animal contact, or contact with any of their respective bodily fluids or discharges; **ii)** is required to be reported to any Federal, state, commonwealth, municipal or other local government agency or body with regulatory jurisdiction over the job site; and **iii)** becomes pathogenic as a direct result of **your work**.
- 2.** The discharge, dispersal, release or escape of silt or sedimentation.

**Pollution condition** does not include any such material, matter, irritant or contaminant that is or was, contains or contained, includes or included, or involves or involved, in whole or in part, any virus, except for any virus that is exclusively contained within medical, infectious or pathological wastes that have been previously characterized and prepared for disposal pursuant to governing regulations.

**II.** With respect to coverage afforded for **pollution conditions** involving **mold** or bacteria, including *legionella pneumophila*, pursuant to Item **2**), above, above, the following Sublimits of Insurance and Deductible apply:

Sub-limits of Insurance:	\$ 1,000,000	Each <b>Pollution Condition</b>
	\$ 1,000,000	Mold Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each <b>Pollution Condition</b>

The Sublimits of Insurance and Deductible identified above are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the Coverage Part modified by this endorsement. These Sublimits of Insurance shall be subject to, and payments made pursuant to these Sublimits of Insurance shall erode, the Limits of Insurance identified on the Declarations to this Policy.

All other terms and conditions remain the same.

\_\_\_\_\_  
Authorized Representative

SPECIMEN



## COVERAGE PART CHANGES ENDORSEMENT

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART – OCCURRENCE (ENV-1203 (03-10))**

I. The last sentence of **COVERAGES - CONTRACTORS POLLUTION LIABILITY**, Subsection **A., Insuring Agreement**, of this Coverage Part is hereby deleted in its entirety.

II. **LIMITS OF INSURANCE**, of this Coverage Part is hereby deleted in its entirety and replaced with the following:

For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION III. LIMITS OF INSURANCE**:

Subject to the General Aggregate Limit discussed below, the Each Pollution Condition Limit shown in the Declarations is the most we will pay for: **1) the sum of all damages because of a loss; 2) emergency response expense and 3) Supplementary Payments**, arising out of the same, continuous, repeated, or related **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during successive policy periods of more than one occurrence-based Contractors Pollution Liability coverage issued by the Insurer or an affiliate is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.

Indivisible, progressive **bodily injury or property damage** over multiple policy periods caused by the same, continuous, repeated or related **pollution condition** shall be deemed to have occurred only in the policy period of the date of the first exposure to the **pollution condition**. If the Insurer or an affiliate has issued occurrence-based Contractors Pollution Liability coverage to the insured over successive policy periods, and, if the date of such first exposure cannot be conclusively determined, but the indivisible, progressive **bodily injury or property damage** continues to exist during the Insurer's successive periods of coverage, the **bodily injury or property damage** shall be deemed to have occurred only on the effective date of the first, relevant contractors pollution coverage issued by the Insurer.

The General Aggregate Limit shown in the Declarations will be the most we will pay pursuant under all Coverage Parts of this policy, including payments for damages, **emergency response expense** and Supplementary Payments afforded by the Contractor's Pollution Liability Coverage Part.

The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.

The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or

2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

All other terms and conditions remain the same.

SPECIMEN

## NON-ACCUMULATION OF LIMITS ENDORSEMENT – COMMERCIAL GENERAL LIABILITY

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The policy is amended as follows:

The following is added to **SECTION III – LIMITS OF INSURANCE**

If this Coverage Form, Coverage Part or policy is one of several Coverage Forms, Coverage Parts or policies issued by us or any company affiliated with us to you, then for any “occurrence” that could be covered under two or more Coverage Forms, Coverage Parts or policies, the maximum applicable limit of insurance will not be the total of all limits for those Coverage Forms, Coverage Parts or policies, but rather will be the limit of insurance under the Coverage Form, Coverage Part or policy with the highest applicable limit of insurance, or, if the applicable limits are the same, the limit of insurance of one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued specifically to apply as excess insurance over this Coverage Form, Coverage Part or policy.

This condition applies whether or not the policies:

1. Provide coverage to one or more insureds;
2. Provide multiple lines of coverage;
3. Provide coverage identical to that provided by this coverage;
4. Have limits adequate to cover all claims; or
5. Remain in effect.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS**

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE:**

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**Exclusions**

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

SPECIMEN

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization: As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR’S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** You have agreed in a written contract or agreement that this insurance would:
  - (1)** act as primary insurance; and
  - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

Named Insured Mound Basin Groundwater Sustainability Agency			Endorsement Number
Policy Symbol ECP	Policy Number	Policy Period 07/30/2021 to 07/30/2022	Effective Date of Endorsement 07/30/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HIRED AND NON-OWNED AUTO LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Limits of Insurance:</b>	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate Limit (included in the General Aggregate)

With respect to the insurance provided by this endorsement, the following is added to Section I - **COVERAGES**:

**A. HIRED AUTO LIABILITY**

The insurance provided under this Coverage Part applies to **bodily injury** or **property damage** arising out of the maintenance or use of a **hired auto** by you or your employee in the course of your business.

**B. NON-OWNED AUTO LIABILITY**

The insurance provided under this Coverage Part applies to **bodily injury** or **property damage** arising out of the use of a **non-owned** auto in your business.

With respect to the insurance provided by this endorsement:

**A.** The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2, Exclusions, Items c., e., g., h., i., j., k., m., n. and o.** are deleted in their entirety.

**B.** The following additional exclusions are added:

1. Employee Indemnification and Employer's Liability

**Bodily Injury:**

1. To an employee of the insured arising out of and in the course of employment by the insured; or
2. To the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

1. Liability assumed by the insured under an **insured contract**; or



**2. Bodily injury** arising out of and in the course of **domestic employment** by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. Care, Custody or Control

**Property Damage:**

1. To property owned or transported by, or rented or loaned to the insured; or
2. Property in the care, custody or control of the insured.

3. Fellow Employee

**Bodily injury** to any fellow **employee** of the insured arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business.

With respect to the insurance provided by this endorsement the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

1. Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Anyone else while using with your permission a **non-owned auto** or **hired auto** except:
  1. The owner or anyone else from whom you hire or borrow a **non-owned auto** or **hired auto**.
  2. Your **employee** if the **non-owned auto** is owned by that **employee** or a member of his or her household.
  3. A partner (if you are a partnership), or a member (if you are a limited liability company) for a **non-owned auto** owned by him or her or a member of his or her household.
  4. Any person while employed in or otherwise engaged in duties in connection with an **auto business**, other than an **auto business** you own or operate.
- c. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b. or c. above.

With respect to the insurance provided by this endorsement, **SECTION III - LIMITS OF INSURANCE**, Items 1. and 2. are deleted in their entirety and replaced by the following:

1. Regardless of the number of **hired autos** or **non-owned autos**, premiums paid, claims made or vehicles involved in the **occurrence**, the most we will pay for the total of all damages resulting from any one **occurrence** is the Each Occurrence Limit shown in the schedule of this endorsement.
2. The Aggregate Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages under this Coverage Part. The Aggregate Limit shown in the schedule of this endorsement is included within the General Aggregate Limit shown in the policy declarations. The General Aggregate Limit is the most we will pay for the sum of all damages under all Coverage Parts provided within this policy except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**.

With respect to the insurance provided by this endorsement, the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are not changed with respect to **HIRED AUTO LIABILITY** or **NON-OWNED AUTO LIABILITY** Insurance.

With respect to the insurance provided by this endorsement, the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION V. DEFINITIONS** is amended as follows:

A. Item 9. **Insured contract** is amended to include the following:

- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

1. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
2. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or
3. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

B. The following additional **DEFINITIONS** are added:

1. **Auto business** means the business or occupation of selling, repairing, servicing, storing or parking autos.
2. **Domestic employment** means the employment of persons engaged in household or domestic work performed principally in connection with residential premises.
3. **Hired auto** means any **auto** you lease, hire or borrow. This does not include:
  - a. any **auto** you lease, hire or borrow from any of your employees or members of their households, or from any of your partners or executive officers;
  - b. any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor; or
  - c. any auto you lease, hire, rent or borrow for a period of time longer than six (6) months.
4. **Non-owned auto** means any **auto** you do not own, lease, hire or borrow which is used in connection with your business. This includes **autos** owned by your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

All other terms and conditions remain the same.



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(e)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** Administrative Coastal Development Permit Acknowledgement of Conditions

### SUMMARY

An Administrative Coastal Development Permit is required to construct the monitoring well cluster at the Ventura Water Reclamation Facility. The permit was recently received and MBGSA must execute the attached acknowledgment of conditions (Attachment A).

### RECOMMENDED ACTION

It is recommended that the Board authorize the Executive Director to execute the Administrative Coastal Development Permit acknowledgment of conditions.

### BACKGROUND

Please see summary.

### FISCAL SUMMARY

Not applicable

### ATTACHMENT

A. Administrative Coastal Development Permit Acknowledgment of Conditions

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

**CITY OF SAN BUENAVENTURA  
PLANNING DIVISION**

**ACKNOWLEDGMENT OF CONDITIONS**

**PROJ – 14903  
CASE NO. ACDP-1-21-58467**

Pursuant to the City of San Buenaventura Zoning Regulations, on the 15<sup>th</sup> day of April 2021, an **Administrative Order, AHO No. 2021-13**, was approved, with the property owner's consent and approval, and subject to **14** conditions necessary to enable the approval findings required by law.

As the applicant(s), or agent with the express written authority to make this acknowledgment on behalf of the applicant(s), I, \_\_\_\_\_ hereby acknowledge that the applicant(s) have read and are fully aware of all of the above-referenced **14** conditions (all of which conditions are incorporated herein) by this reference, have no objections to any of those conditions, and understand that compliance with all those conditions becomes a legal requirement applicable to the property owner(s) and applicant(s), and all their successors in interest, upon exercise of the rights or privileges conferred by the above-referenced resolution and as a consequence of accepting the benefits conferred by the resolution.

Further, as the applicant(s), or agent with the express written authority to make this acknowledgment on behalf of the applicant(s), I hereby acknowledge that the applicant(s) have reviewed and are fully aware of all dedications of property, fees, or other exactions that are required as conditions of approval of the project and that the 90-day period provided by California State Law to protest the imposition, extent, or amount of any such dedications of property, fees, or other exactions begins as of the date of the execution of this Acknowledgment Of Conditions Form.

The applicant(s) further understand that the above-captioned resolution is an exercise of the City's regulatory power as a charter city of the State of California and neither any resolution conditionally approving the project nor this acknowledgment constitute a contract between the City and any other party, or for the benefit of any other party.

I also acknowledge that the applicant(s) are aware that all conditions shall be complied with fully unless other arrangements have been made in writing with the Community Development Director.

\_\_\_\_\_  
Signature (Owner) Date

\_\_\_\_\_  
Signature (Applicant) Date

NOTICE TO APPLICANT AND OWNER: YOU ARE PERSONALLY RESPONSIBLE FOR ASSURING COMPLIANCE WITH ALL CONDITIONS APPLICABLE TO DESIGN REVIEW COMMITTEE, PLANNING COMMISSION AND CITY COUNCIL APPROVAL. FAILURE TO COMPLY MAY LEAD TO REVOCATION OF PERMITS AND APPROVALS, CRIMINAL PROSECUTION, AND/OR THE CITY'S PURSUIT OF OTHER LEGAL REMEDIES UNDER THE SAN BUENAVENTURA ORDINANCE CODE.

**CITY OF SAN BUENAVENTURA**

**ADMINISTRATIVE ORDER AHO-2021-13  
APPROVING AN ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT**

**PROJ-14903  
CASE NO.: ACDP-1-21-58467**

**IT IS HEREBY ORDERED** by the Administrative Hearing Officer, the Community Development Director of the City of San Buenaventura, as follows:

**SECTION 1:** An application has been filed by Mound Basin Groundwater Sustainability Agency pursuant to the City of San Buenaventura Municipal Code, for an Administrative Coastal Development Permit to install three Mound Basin groundwater monitoring wells at the City of Ventura Wastewater Services facility on a 98-acre lot located at 1400 Spinnaker Drive in the General Industrial (M-2) zone with a land use designation of Existing Urban on a parcel commonly referred to as Assessor Parcel Number 138-0-050-110.

**SECTION 2:** All proceedings having been duly taken as required by law, and upon review of the information provided in the staff report and consideration of the testimony given at the public hearing, as well as other pertinent information, the Administrative Hearing Officer hereby finds the following:

**Coastal Development Permit Findings**

1. *Required Finding: "The development does not significantly obstruct public views of the coastline, views from any public road or from a public recreation area" as per Municipal Code Section 24.515.070(C)(1).*

The project does not obstruct any views because it is located within City of Ventura Water Reclamation Facility campus behind existing treatment tanks and the monitoring wells will be flush with the ground. The new ground monitoring wells will not be visible from any public area and therefore cannot block any views.

2. *Required Finding: "The development is compatible with the established physical scale and character of the area" as per Municipal Code Section 24.515.070(C)(2).*

The surrounding area includes vacant and developed industrial properties, and Spinnaker Drive separates this industrial area from the Ventura Harbor Village Shopping Center. The City of Ventura Water Reclamation Facility campus treats wastewater and is populated with service structures and buildings. Additionally, no structures are proposed with this request; therefore, there will be no contribution to or detracting from an existing physical scale or character.

3. *Required Finding: “The development is in conformance with all applicable provisions of this Municipal Code and the Comprehensive Plan including, specifically, coastal public access and recreation policies” per Municipal Code Section 24.515.070(C)(3).*

The new groundwater monitoring wells meet all applicable zoning regulations and do not conflict with coastal access or recreation policies.

4. *Required Finding: “The proposed development is of a kind permitted by the Comprehensive Plan and the zone in the area where the development is to be located” per Municipal Code Section 24.515.070(C)(4).*

The new groundwater monitoring well is allowed in the zone and permitted in the Comprehensive Plan. Further, the proposal is to install groundwater monitoring wells that will monitor the water quality of a City used water basin necessary for providing public utilities to properties within the City of Ventura, and providing safe and reliable public utilities is essential to implementing the Comprehensive Plan.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (Class 3, New Construction or Conversion of Small Structure) of the CEQA Guidelines since it consists of the installation of new groundwater monitoring wells within the existing City Wastewater facility in an industrial zone. No exceptions apply to defeat the exemption. Further, the project would not trigger any of the exceptions to the exemptions listed under CEQA Guidelines Section 15300.2. Therefore, no further environmental review is required.

**SECTION 3:** Based on the above findings, an Administrative Coastal Development Permit Case No. ACDP-1-21-58467 as described in Sections 1 and 2 above, is HEREBY APPROVED subject to the following conditions:

### **Planning Division**

1. This permit is granted for the land or land use as described in the application and any attachments thereto, and as shown on the plot plan labeled Case No. ACDP-1-21-58467, Exhibits “A” through “E” dated April 15, 2021, attached hereto and incorporated herein.
2. The location of all facilities or features shall be located and maintained substantially as shown on the plans labeled Case No. ACDP-9-20-56705, Exhibits “A” through “E” dated April 15, 2021, attached hereto and incorporated herein.

3. Within 15 days hereof, the applicant and property owner shall file with the Planning Division written Acknowledgment of the Conditions stated herein on forms provided by the Planning Division, and all public notices posted onsite are to be removed.
4. Once permits have been issued to commence work on the improvements, it is the applicant/owners responsibility to diligently pursue completion per all conditions, requirements and as represented on the approved plans. Reasonable progress shall occur on a continual basis until completion to the satisfaction of the Community Development Director. Work shall not be discontinued for a period exceeding 30 days, without acceptable cause. The intent is to have the project completed in a timely fashion so as to prevent a potential blight from partially completed construction.
5. This Administrative Hearing Officer Administrative Order, in its entirety as adopted, shall be included in the initial plan check submittal that is submitted to the Inspection Services Division. The Administrative Order shall be copied directly onto a sheet of the plans, which are submitted for plan check. The Administrative Order shall remain a part of the plans throughout the plan check process and shall be part of the plans for which building permits are issued.
6. Unless construction is commenced no later than 12 months after this approval is granted and is diligently pursued thereafter, this approval shall be null and void pursuant to the City's Zoning Regulations. However, if the approved plot plan, elevation plans, and adjacent areas are unchanged (except as allowed under Zoning Regulations Chapter 24.505), the Community Development Director may grant one additional 12 month extension of time for start of construction, provided the initial 12 month period has not already expired. Start of construction is defined as:
  - A. All zoning and related approvals are effective; and
  - B. All required building and grading permits for the project have been issued; and
  - C. The "foundation inspection" and "concrete slab or underfloor inspection" as defined in the California Residential Code, Section R109 have been made and received approval from the Inspection Services Division, i.e., all trenches must be excavated, forms erected, and all materials for the foundation delivered on the job and all in-slab or underfloor building service equipment, conduit, piping accessories and other ancillary equipment items must be in place. The California Residential Code is the currently adopted edition commencing with Section 12.110.010 of the City of San Buenaventura Municipal Code. Nothing in this definition shall be construed to alter the applicable legal standards for determining when vested property rights to complete the project have arisen.
7. All work shall comply with Municipal Code Chapter 10.650 "Noise Control".

8. Wherever a condition requires that something be initially “built,” “constructed,” “equipped,” “installed,” “provided” or the like in a certain fashion or per certain requirements or approvals, it also requires that the same shall at all times be “maintained” in accordance with the condition, requirement or approval.
9. Minor Changes may be approved by the Community Development Director, as provided for under Municipal Code Chapter 24.570. Substantial change will require the filing of an Application for Amendment.
10. All requirements of any law, ordinance, or regulation of the State, City of San Buenaventura, and any other governmental entity shall be complied with.
11. Approval is subject to the applicant paying all fees and assessments to the City of San Buenaventura, as required by the Municipal Code.
12. All approvals are subject to and dependent upon the applicant complying with all applicable Ordinances, Codes, regulations, or adopted policies. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.
13. In accepting the benefits of the conditional approval of this discretionary permit and approvals issued in conjunction with this discretionary permit, and as a condition of approval of this permit, the applicant agrees to defend, indemnify, and hold harmless the City of Ventura and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees brought to attack, set aside, void, or annul, the approval of the permit by any advisory agency, appeal board, or legislative body of the City. This condition shall be construed to include, without limitation, applicant's agreement to pay any attorney's fees incurred by the City in its choice of defense counsel or awarded against the City or its agents, officers, or employees in any legal action to attack, set aside, void or annul, the approval of the application in which the petitioner or plaintiff in such action is the prevailing party and is awarded attorney's fees.
  - a. Applicant's obligations set forth in this condition are based on the mutual understanding of the City and the applicant that the City shall promptly notify the applicant of any such claim, action, or proceeding and cooperate fully in the defense, provided that the City's obligation to “cooperate fully” in such defense shall no include payment of any monies for or toward any fees, costs, or expenses of such defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend,




indemnify, or hold harmless the City. In any event, the applicant shall not be required to pay or perform any settlement of any such claim, action, or proceeding unless the settlement is approved by the applicant.

- b. Nothing contained in this condition is intended to, or shall be construed to, prohibit the City from participating in the defense of any claim, action, or proceeding, provided that applicant shall remain obligated to pay any attorneys' fees incurred by City for in-house or outside counsel which may be chosen by City in the exercise of its sole discretion.
- c. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

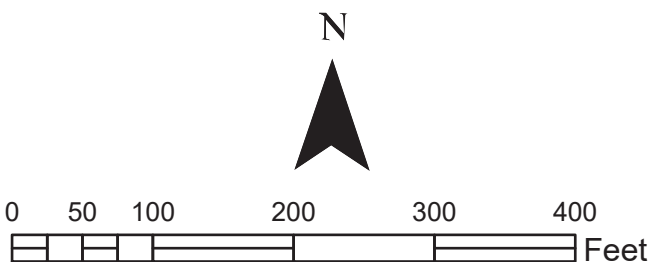
- 14. This approval shall not become effective until or unless the applicable California Coastal Commission appeal period has expired with no appeals being filed. In the event an appeal is filed, the City's approval shall stay pending the outcome of such appeal.

**SECTION 4:** This Administrative Coastal Development Permit shall be subject to revocation if the applicants fail to comply with the conditions listed herein at any time. If, at any time, the Community Development Director, Administrative Hearing Officer and/or Planning Commission determine that there has been, or may be a violation of the findings or conditions of this action, or of the Municipal Code, a public hearing may be held before the Planning Commission and/or Administrative Hearing Officer to review this Administrative Coastal Development Permit pursuant to Municipal Code Chapter 24.570. At said hearing, the Administrative Hearing Officer and/or Planning Commission may add conditions, may add conditions, or recommend enforcement actions, or revoke the Permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the community.

**PASSED AND ADOPTED** this 15th day of April 2021.

  
\_\_\_\_\_  
Peter Gilli, AICP  
Administrative Hearing Officer

Attachments:  
Exhibits A-E Plans

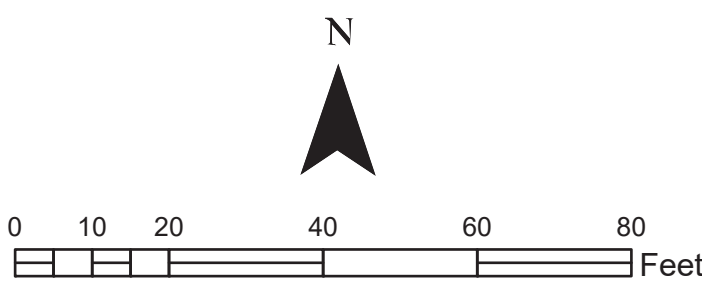
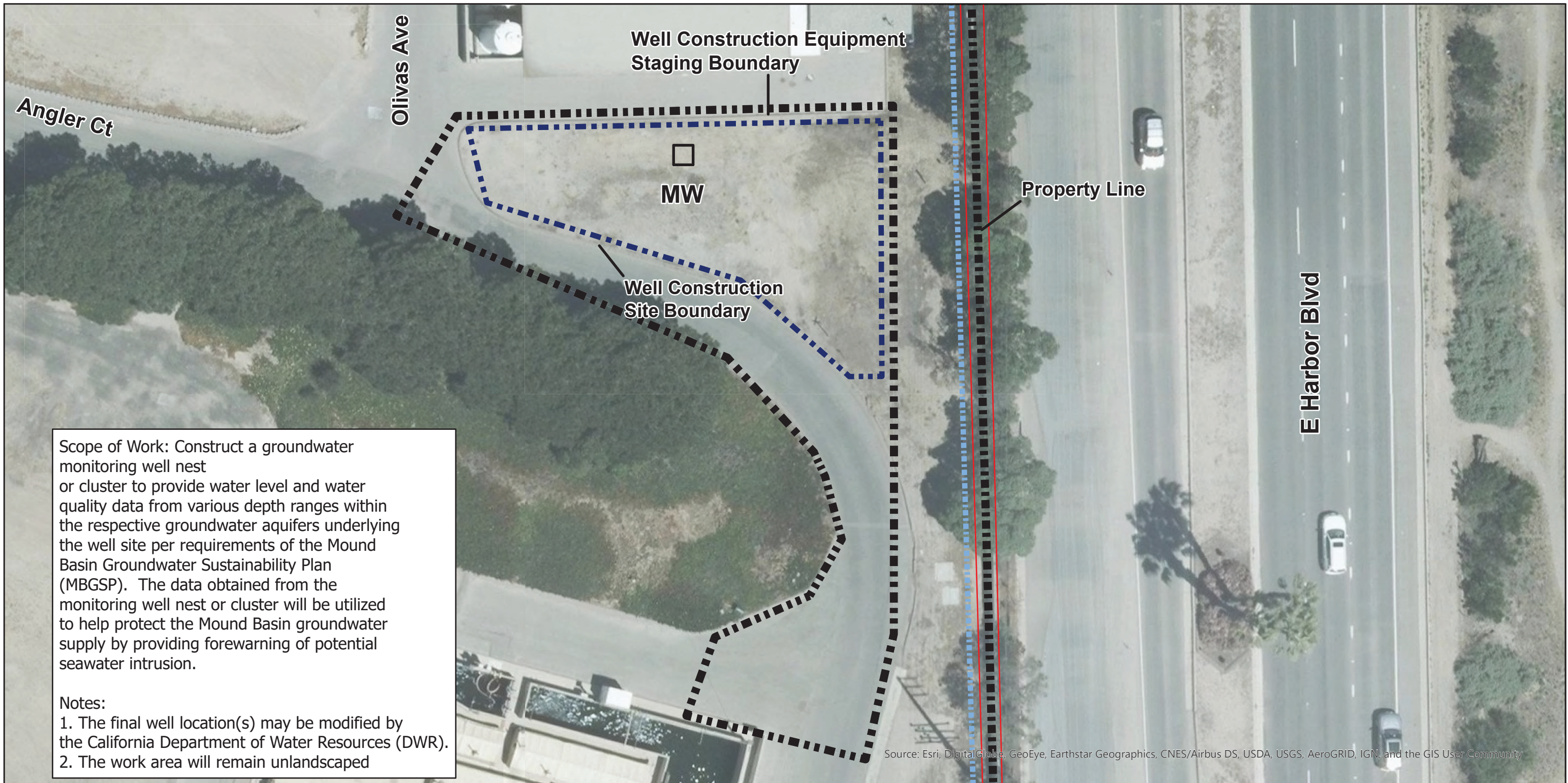


**Legend**

- MBGSA Proposed MW Site
- Mound Basin
- Property Boundary
- Site Access Route
- Well Construction Equipment Staging Boundary

FIGURE 1  
 LOCATION MAP  
 PROPOSED MBGSA MONITORING WELL SITE  
 VENTURA, CALIFORNIA

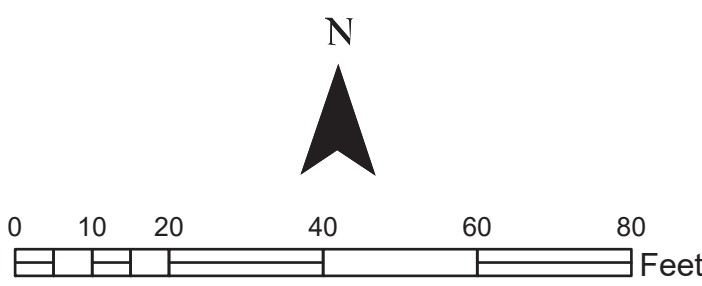
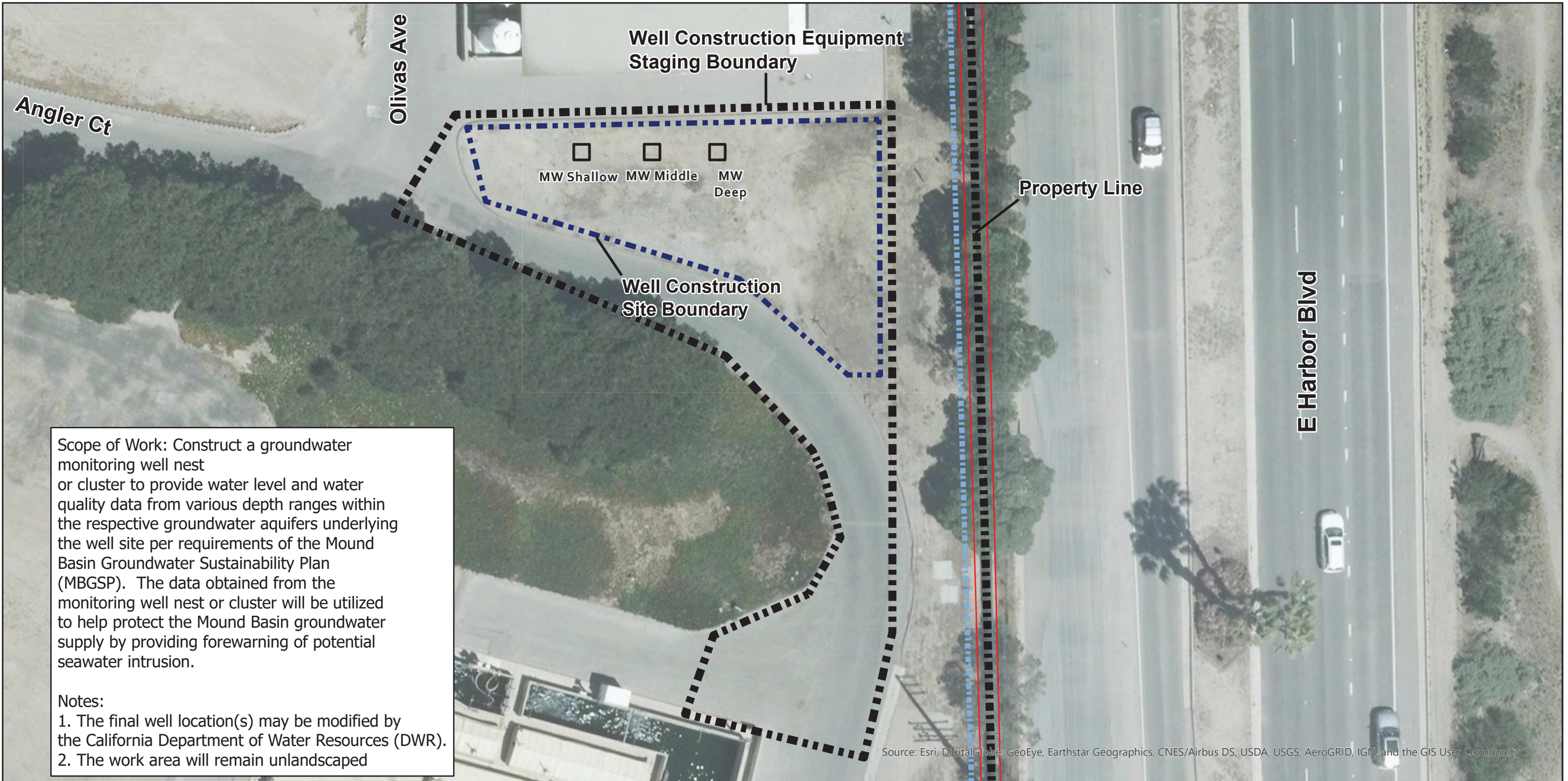




Legend	
MBGSA Proposed Nested Monitoring Well	Recycled Water Line
□	---
Property Line	Well Construction Equipment Staging Boundary
---	---
Overhead powerlines	Well Construction Site Boundary
---	---

NOTE: SEE FIGURE 1 FOR SITE PLAN LOCATION

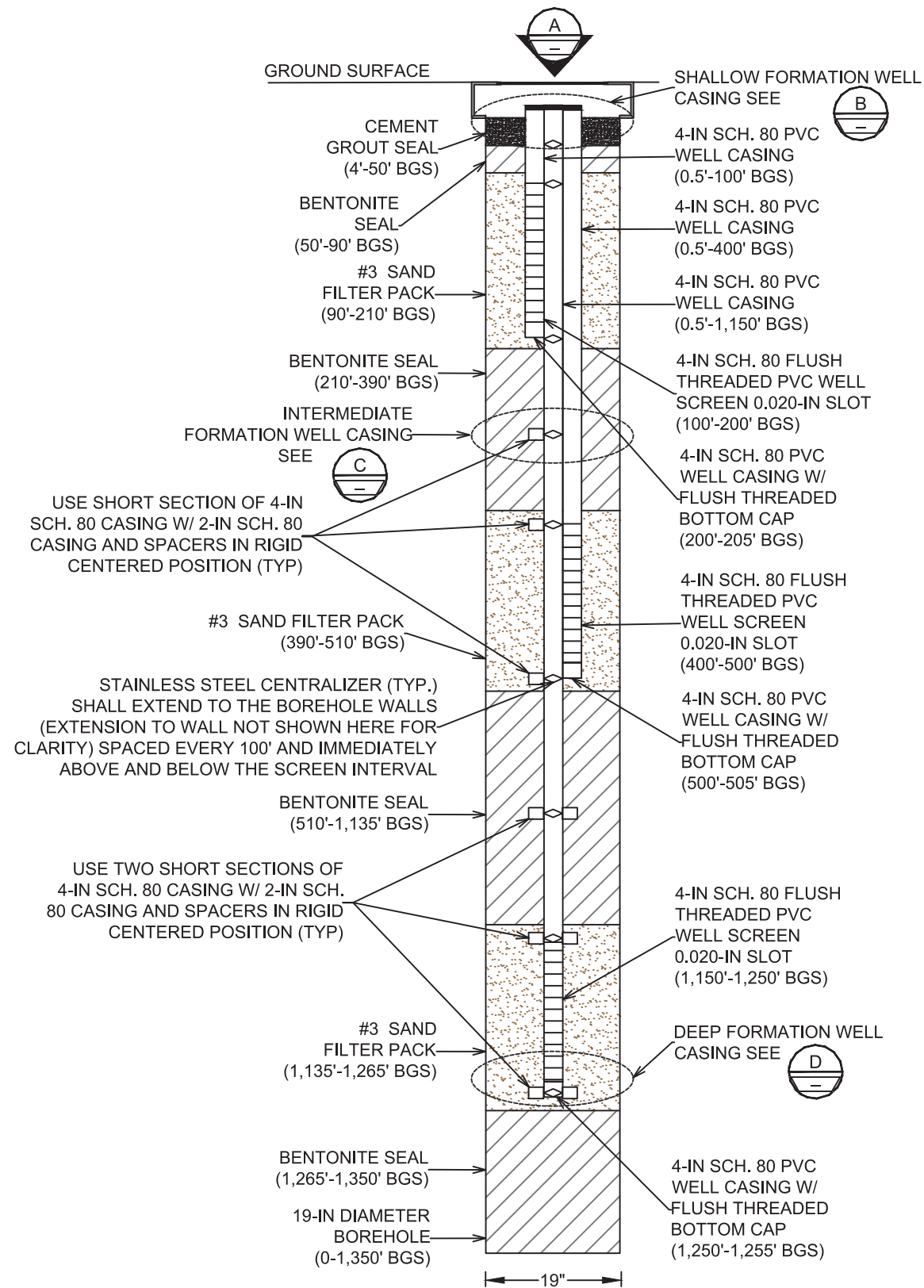
FIGURE 2A  
 SITE PLAN - OPTION #1  
 PROPOSED MBGSA NESTED MONITORING WELL  
 VENTURA, CALIFORNIA



Legend	
MBGSA Proposed Monitoring Well	Recycled Water Line
□	---
Property Line	Well Construction Equipment Staging Boundary
---	---
Overhead Powerlines	Well Construction Site Boundary
---	---

NOTE: SEE FIGURE 1 FOR SITE PLAN LOCATION

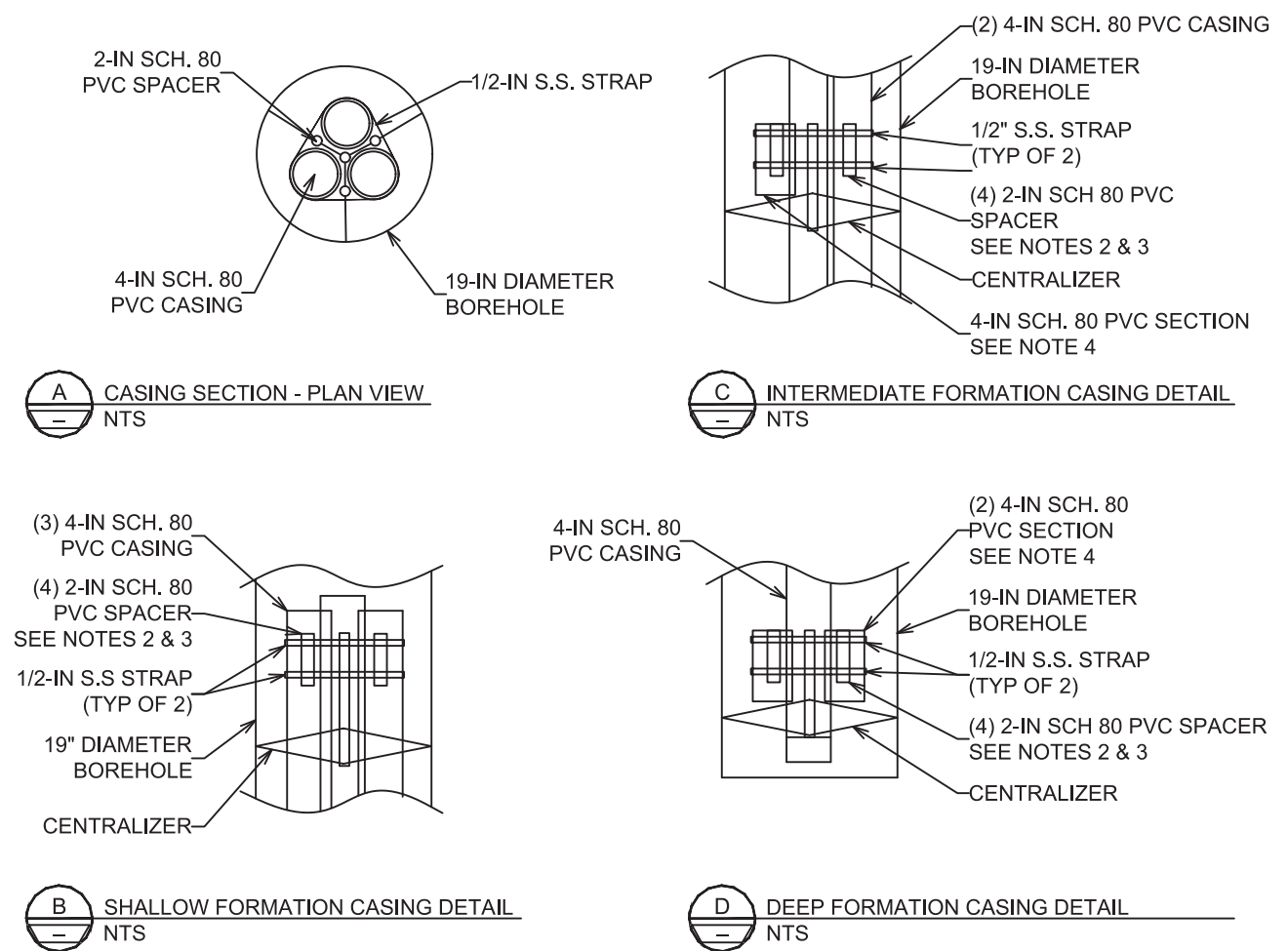
FIGURE 2B  
 SITE PLAN - OPTION #2  
 PROPOSED MBGSA MONITORING WELL CLUSTER  
 VENTURA, CALIFORNIA



MW-S (SHALLOW), MW-M (MIDDLE), MW-D (DEEP)  
WELL PROFILE

TOTAL DEPTH = 1,350 FT BGS

NOT TO SCALE



Note(s):

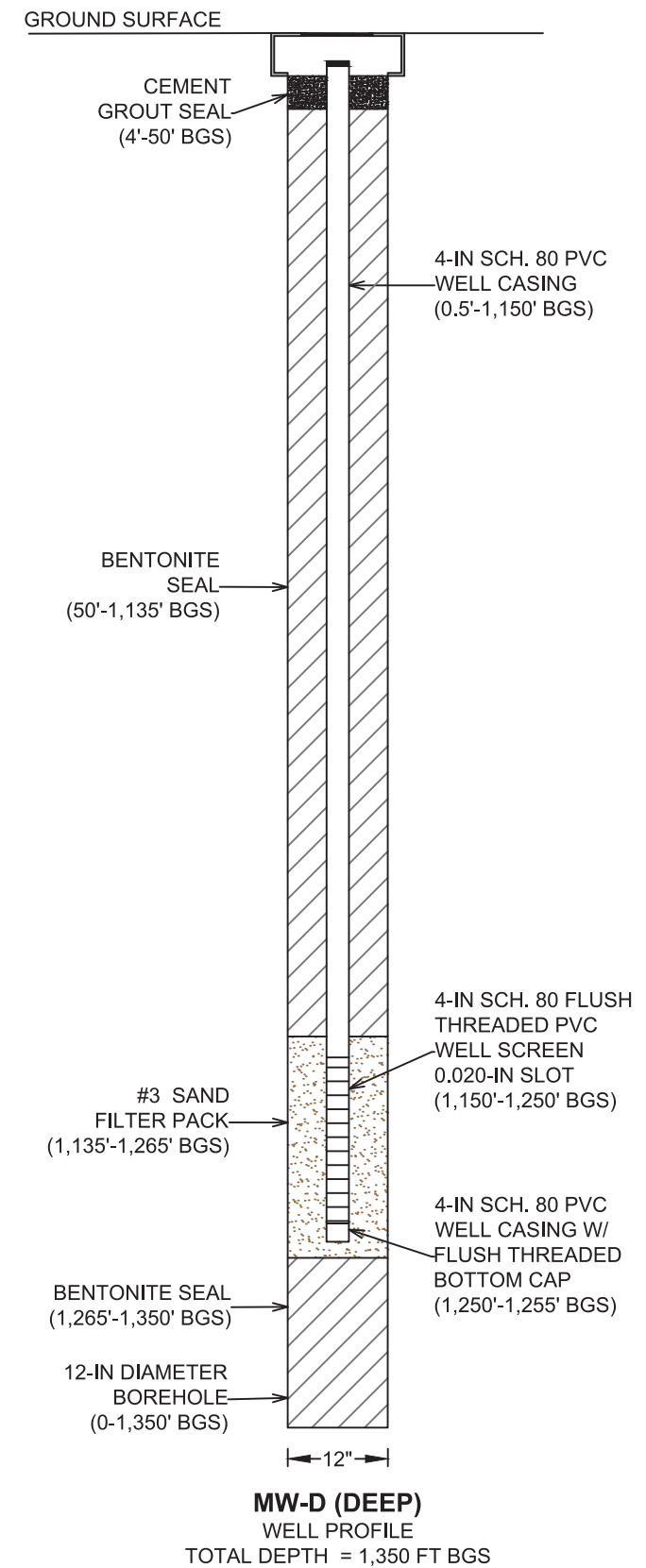
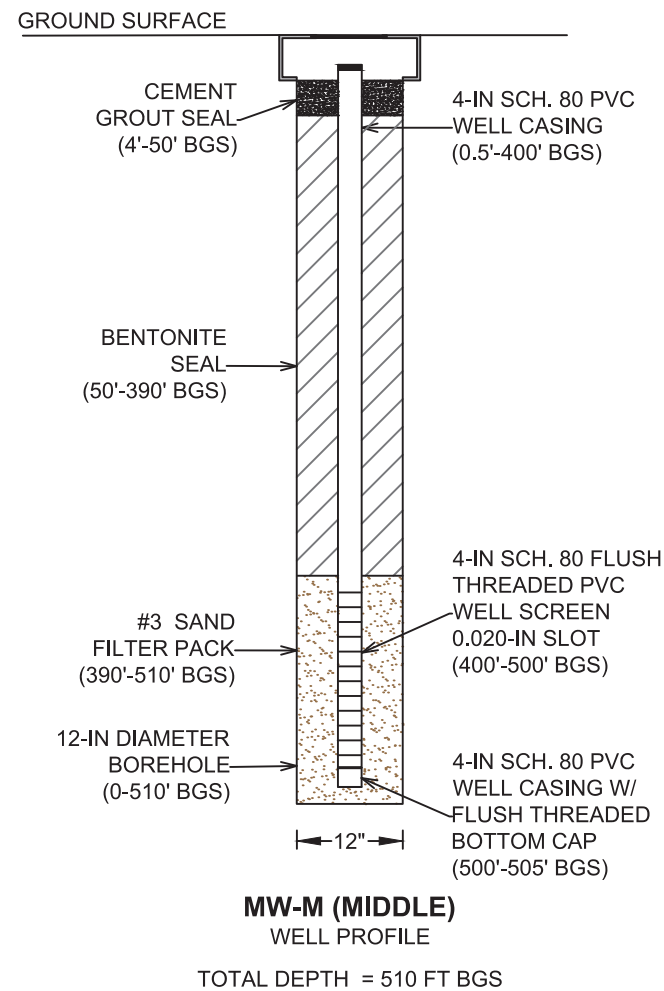
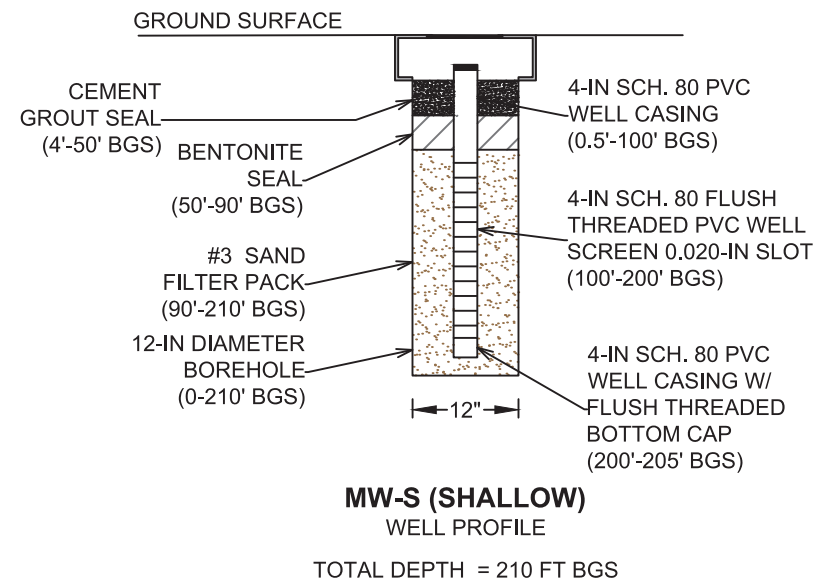
1. SURFACE COMPLETION:  
4' X 4' SQUARE GALVANIZED STEEL FLUSH MOUNT HINGED TRAFFIC RATED WELL COVER SET IN 5' X 5' X 4' CONCRETE VAULT BOX.
2. CENTRAL 2-IN CASING SPACER SHALL BE 5-FT MINIMUM. AFFIX CENTRALIZER TO CENTRAL SPACER.
3. OTHER 2-IN CASING SPACERS SHALL BE 2-FT MINIMUM.
4. 4-IN SECTIONS OF SCH. 80 PVC AT CENTRALIZER LOCATIONS SHALL BE 2-FT MINIMUM.

Scope of Work: Construct a groundwater monitoring well nest or cluster to provide water level and water quality data from various depth ranges within the respective groundwater aquifers underlying the well site per requirements of the Mound Basin Groundwater Sustainability Plan (MBGSP). The data obtained from the monitoring well nest or cluster will be utilized to help protect the Mound Basin groundwater supply by providing forewarning of potential seawater intrusion.

Note: The final well design may be modified by the California Department of Water Resources (DWR).

**DRAFT**  
**NOT FOR CONSTRUCTION**

FIGURE 3A  
CONCEPTUAL DESIGN - OPTION #1  
PROPOSED MBGSA NESTED  
MONITORING WELL  
VENTURA, CALIFORNIA



**Note(s):**

1. SURFACE COMPLETION:  
3' X 3' SQUARE GALVANIZED  
STEEL FLUSH MOUNT  
HINGED TRAFFIC RATED  
WELL COVER SET IN 4' X 4'  
X 4' CONCRETE VAULT BOX.

**NOT TO SCALE**

**Scope of Work:** Construct a groundwater monitoring well nest or cluster to provide water level and water quality data from various depth ranges within the respective groundwater aquifers underlying the well site per requirements of the Mound Basin Groundwater Sustainability Plan (MBGSP). The data obtained from the monitoring well nest or cluster will be utilized to help protect the Mound Basin groundwater supply by providing forewarning of potential seawater intrusion.

**Note:** The final well design may be modified by the California Department of Water Resources (DWR).

**DRAFT**  
**NOT FOR CONSTRUCTION**

**FIGURE 3B**  
**CONCEPTUAL DESIGN - OPTION #2**  
**PROPOSED MBGSA MONITORING WELL CLUSTER**  
**VENTURA, CALIFORNIA**



# MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

## Motion Item No. 8(f)

**DATE:** July 15, 2021  
**TO:** Board of Directors  
**FROM:** Executive Director  
**SUBJECT:** GSP Monthly Update (Grant Category (c), Task 3 and (d), Task 4)

### **SUMMARY**

The following is a monthly status update on the Groundwater Sustainability Plan (GSP) and associated grant. An updated GSP development schedule is attached for discussion (Attachment A).

#### **GSP Development:**

1. **GSP Status:** The 60-day draft GSP comment period opened on June 23.
2. **Outreach:** The interested parties were notified of the preliminary draft GSP comment period via e-mail and the Summer 2021 newsletter (Attachment B).
3. **GSP Development Schedule:** The updated GSP Development Schedule is provided in Attachment A.

#### **Sustainable Groundwater Planning (SGWP) Grant:**

1. **Invoices:**
  - a. Grant Progress Report and Invoice No. 8 were submitted to DWR on April 13, 2021 and were approved in early March. Payment was received July 1.
2. **Grant Deliverables:**
  - a. Remaining grant deliverables include quarterly progress reports and invoices, final report, and the GSP. These deliverables will be submitted as they become due.

### **RECOMMENDED ACTION**

Receive an update from the Executive Director concerning GSP development and associated grant and consider providing feedback or direction to staff.

**BACKGROUND**

None.

**FISCAL SUMMARY**

None.

**ATTACHMENTS**

- A. GSP Schedule
- B. Summer Newsletter

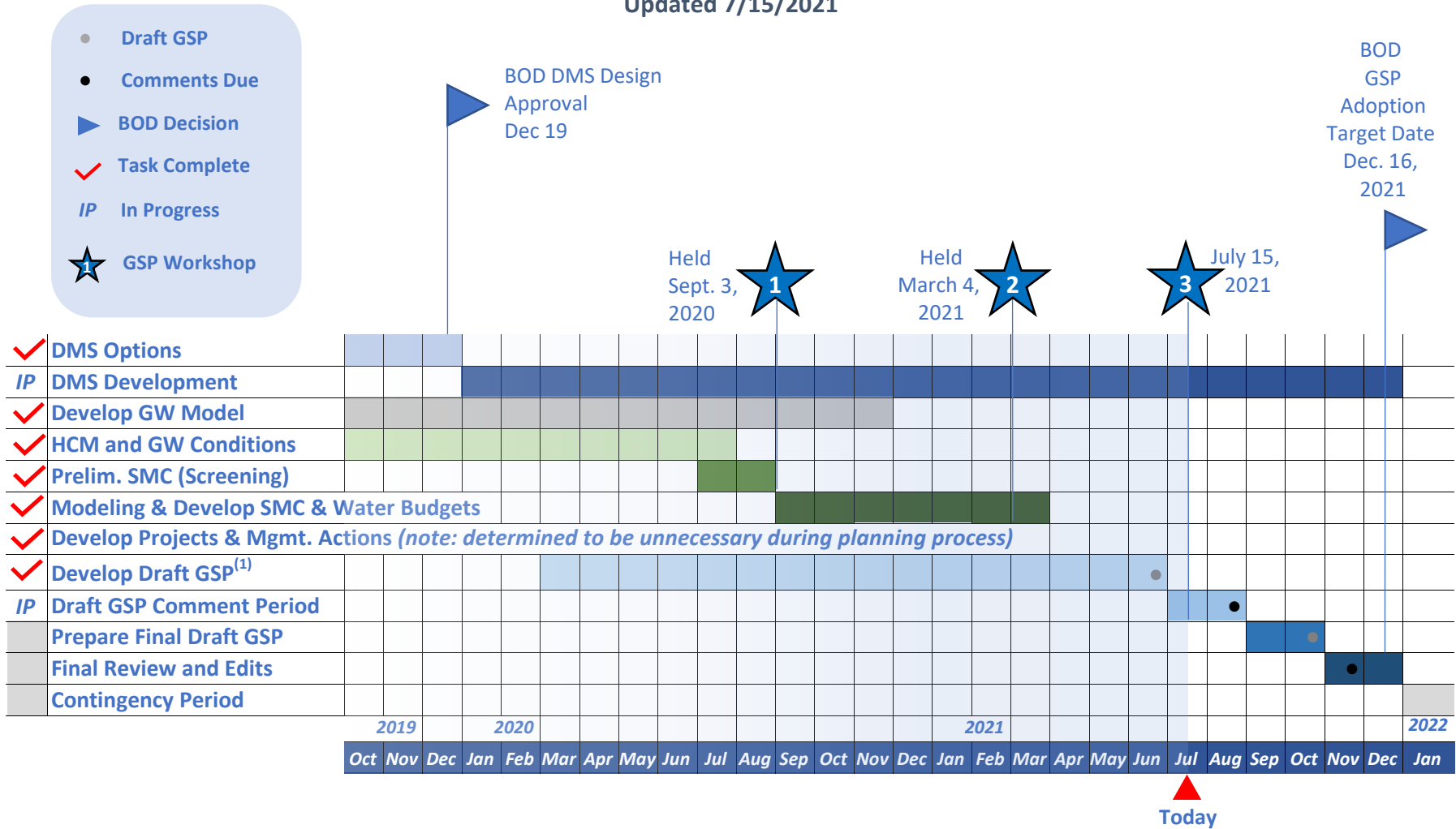
Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

S. Rungren \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_



## Mound Basin GSA GSP Development Schedule Updated 7/15/2021

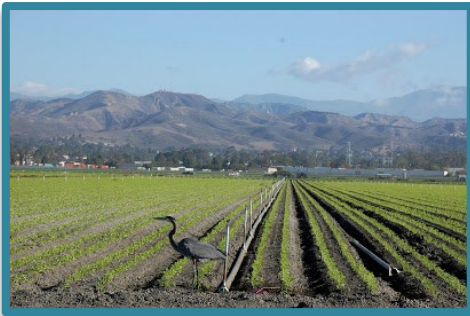


**Notes:**

(1) GSP topics not listed above generally consist of background or supporting information and will be prepared concurrently with the above-listed tasks.

BOD = Board of Directors; DMS = Data Management System; HCM = Hydrogeologic Conceptual Model; GSA = Groundwater Sustainability Agency;

GSP = Groundwater Sustainability Plan; GW = Groundwater



## Draft Groundwater Sustainability Plan Available

### 60-Day Comment Period Open

**June 23 – August 23, 2021**

Your Groundwater Sustainability Plan (GSP) development team completed a draft of the GSP for the Mound Basin in early June 2021. The draft GSP describes the groundwater basin, goals for sustainable management of the basin groundwater resources, and an implementation plan to achieve those goals by no later than 2042.

The GSP is organized as follows:

- Section 1 - Introduction to Plan Contents
- Section 2 - Administrative Information
- Section 3 - Basin Setting
- Section 4 - Sustainable Management Criteria
- Section 5 - Monitoring Networks
- Section 6 - Projects and Management Actions
- Section 7 - Plan Implementation
- Section 8 - References and Technical Studies

MBGSA is seeking your comments and feedback on the draft GSP. Comments may be submitted on any or all the sections listed above. The MBGSA Board of Directors voted to open a 60-day public comment period starting June 23, 2021. MBGSA will accept comments on the draft GSP through August 23, 2021. The draft GSP will then be updated based on the comments received and the MBGSA Board of Directors will consider adopting the GSP no later than January 31, 2022. The draft GSP is available for viewing or download on the MBGSA website at <https://www.moundbasingsa.org/gsp/>. Please submit your comments using MBGSA's online comment submission form available on the MBGSA website at: <https://www.moundbasingsa.org/public-comments-invited/>.

*Please join us at our 3<sup>rd</sup> GSP Public Workshop to ask questions or give verbal feedback on the draft GSP. The workshop will be held Thursday, July 15, 2021 at 1 p.m. on-line. Please visit <https://moundbasingsa.org/> for more information.*

**GSP Public  
Workshop No. 3**  
**Thursday**  
**July 15, 2021**  
**1 p.m.**

A workshop will be held on-line to present and discuss the draft Groundwater Sustainability Plan. This workshop is a key opportunity ask questions and provide feedback on the draft plan for your groundwater basin. Your active participation is highly encouraged!

Please visit our website for workshop details: <https://moundbasingsa.org/>

### Get Involved!

At the core of SGMA is the idea that locals should make groundwater management decisions, not the State. Your input is critical for ensuring the Mound Basin GSP reflects local values.

Contact the MBGSA Clerk of the Board Jackie Lozano at: [Jackiel@unitedwater.org](mailto:Jackiel@unitedwater.org) to be added to our interested parties list!