

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

NOTICE OF MEETING*

NOTICE IS HEREBY GIVEN that the Mound Basin Groundwater Sustainability Agency (“Agency”) Board of Directors (“Board”) will hold a **Board Meeting** at **1:00 P.M.*** (Note the meeting will be called to order at **2:30 P.M.**) on **Thursday, April 19, 2018** at **Room 211 (Anacapa)**, Ventura City Hall, 501 Poli Street, California 93001

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS

AGENDA

Thursday, April 19, 2018

Amended 4/17/2018

1. CALL TO ORDER* Meeting will begin at **2:30 P.M.**

**Agenda Item 6a
Attachment Added**

2. PLEDGE OF ALLEGIANCE

3. DIRECTOR ANNOUNCEMENTS

4. 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. The presiding Chair shall limit public comments to three minutes.

5. CONSENT ITEMS

a. Approve Minutes from March 15, 2018 Regular Meeting

6. ACTION ITEMS

a. Contract for Legal Services

The Board will consider authorizing the chair to execute a contract with Klein-DeNatale-Goldner (Joe Hughes) to provide legal services for the Agency.

b. Interim Accounting Services

The Board will discuss entering into an agreement with United Water Conservation District to perform interim accounting services for the Agency.

c. Budget Discussion

The Board will review the FY2017-2018 Budget and discuss developing a draft budget for FY2018-2019.

** In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals so they may attend and participate in meetings.*

d. Long-term Budget and Funding Options Discussion

The ad hoc committee for long-term funding options will lead the Board in a discussion of the long-term budget and planning for a public meeting on April 26, 2018 regarding a potential groundwater fee that could be used to fund the Mound Basin GSA.

7. COMMITTEE REPORTS

a. Report from Ad hoc Committee for Basin Boundary Modification

8. EXECUTIVE DIRECTOR'S REPORT

a. Liability Insurance Update

b. Conflict of Interest Code Update

c. Change to October meeting date/location.

9. ADJOURNMENT

Administrative Reports relating to this agenda are available in the City of Ventura City Clerk's Office, 501 Poli St., Room 204, Ventura, during normal business hours as well as on the City of Ventura's Web Site (<https://www.cityofventura.ca.gov/1075/Water-Sources>). Materials related to an agenda item submitted to the Agency after distribution of the agenda packet are available for public review at the City Clerk's Office.

This agenda was posted before 4/16/18 at 1:00 p.m. on the City of Ventura City Hall Public Notices Board and on the Internet.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Ventura Water Office at (805) 652-4587 or the California Relay Service at (866) 735-2929. Notification by 4/17/18, at 12:00 p.m. will enable the Agency to make reasonable arrangements for accessibility to this meeting.

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
DRAFT MINUTES OF REGULAR MEETING MARCH 15, 2018**

Directors present were: Kevin Brown, Glenn Shephard, Mike Mobley, Jim Chambers, and Conner Everts. Also present was: Interim Executive Director Jennifer Tribo. Public present were Burt Handy, Tony Morgan, Mary McGrath, Nick Franek, Lynn Jensen, and Dan Crotty.

1. **CALL TO ORDER** – Chair Mobley called the meeting to order at 1:01 P.M.
2. **PLEDGE OF ALLEGIANCE** – Led by Chair Mobley.
3. **DIRECTOR ANNOUNCEMENTS** – Director Chambers announced that MBAWG held a membership meeting following the Basin Boundary Modification workshop on March 13th, so several of the members are attending today’s meeting.
4. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**
None
5. **CONSENT ITEMS**
 - a. **Approve Minutes from February 15, 2018 Regular Meeting.**
Chair Mobley pointed out that he did attend and lead the February 15, 2018 meeting, so item 1 should be edited to reflect that he called the meeting to order. Director Everts moved to approve the minutes as amended. Seconded by Director Shephard. Chair Mobley called a voice vote. Five ayes. None opposed. A copy of the amended minutes is attached.

6. ACTION ITEMS

a. Interim Accounting Services
Jennifer Tribo summarized the staff report. Tony Morgan, UWCD, stated that UWCD is still finalizing the draft accounting services agreement with the Fillmore-Piru GSA. Once that agreement is complete, then a similar agreement will be drafted for the Mound Basin GSA Board to consider. No Action.

b. Report from Ad hoc Committee for Legal Services
Chair Mobley provided an overview of the ad hoc legal services committee’s review process of the RFPs for legal services received. Chair Mobley and Director Everts both received copies of all 8 proposals. Chair Mobley stated that he eliminated firms with obvious and potential conflicts of interest. The ad hoc committee interviewed three firms. Each interview lasted 1 hour. One firm stood out from the other two. The ad hoc committee recommends hiring Joe Hughes of Klein-DeNatale-Goldner. The firm is very familiar with SGMA. His fee is \$270 per hour plus travel time. Mr. Hughes is involved with other GSAs. Director Chambers added that he was impressed with Mr. Hughes’ experience and approach. Director Shephard added that the Cuyama Basin GSA has also hired Mr. Hughes as legal counsel. Chair Mobley added that he would like to contact references before executing a contract. The Board could approve the contract in April. Director Shephard moved to accept the ad committee’s recommendation and authorize

the Chair to move forward with bringing a contract to the Board in April. Seconded by Director Everts. Chair Mobley called a voice vote. Five ayes. None opposed.

c. Report from Ad hoc Committee for Long-term Funding Options

The ad hoc committee for long-term funding options met on Monday March 12, 2018. Chair Mobley stated that he received historic pumping information from UWCD. The ten year average (2007-2016) is 6,500 AF per year. Dividing the FY2017-18 budget by the pumping would equal a pumping fee of about \$16 per acre foot which is higher than expected. Director Chambers asked about the ag/M&I split. Director Brown stated that the City plans to pump 4,000 AFY. Director Chambers stated that actual recent pumping was more like 60 percent of the total pumping. Tony Morgan, UWCD, added that any invoices will be for pumping in the last 6 months and GSP activities will not be reimbursed by the DWR grant for another 6 months to a year. The Board should look closer at the budget to make sure that the proposed pumping fee will cover expenses. Lynn Jensen, Ventura County CoLAB expressed a concern about the City drilling two new wells prior to the completion of the GSP. She asked how the pumping would be allocated in the basin. Director Brown responded that the wells are replacement wells in order to allow the City to pump its historic average of 4,000 AFY. Director Mobley added that there are no allocations in the Mound Basin yet, as that will be part of the GSP process. Ms. Jensen further expressed a concern about the economic impact of pumping fees on agriculture. Chair Mobley asked if all wells are metered. Tony Morgan responded that not all wells are metered, but he is not sure how many. All wells report whether they are metered or not. Chair Mobley stated that the GSA can require meters.

Director Shephard added that the Board needs to approve a new budget before July 1, 2018. Chair Mobley stated that he would like to hold a public meeting to discuss the budget and proposed pumping fees. Director Shephard suggested holding the public meeting after the next Board meeting, so the Board can have a more robust budget discussion at its April meeting. A tentative workshop date of April 26, 2018 at the Saticoy Yard was set. The ad hoc Committee for Long-term Funding Options will meet before the April meeting. The County and the City need to be invoiced this fiscal year.

d. Basin Boundary Modification Discussion

Following the March 13, 2018 basin boundary modification workshop, the Board needs to write letters to the Santa Paula TAC, Ventura County Board of Supervisors, and the FCGMA Board. This item will also need to be added to agendas for the County BOS and FCGMA. Director Everts moved to establish an ad hoc committee for basin boundary modifications comprised of Director Shephard and Director Chambers. The committee will sunset after the basin boundary modification is submitted to DWR. Seconded by Director Brown. Chair Mobley called a voice vote. Five ayes. None opposed.

7. EXECUTIVE DIRECTOR'S REPORT

a. Liability Insurance Update

The quote provided at the last meeting is valid until July 1, 2018.

b. Conflict of Interest Code Update

Additional comments have been received from the County. Jennifer Tribo will follow-up with the County and bring back another Conflict of Interest Code to the Board at a future meeting.

c. Change to October meeting date/location.

The October meeting will need to be rescheduled or relocated. More information will be provided in the next few months.

8. ADJOURNMENT – 2:21 P.M.

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
DRAFT MINUTES OF REGULAR MEETING FEBRUARY 15, 2018**

Directors present were: Glenn Shephard, Mike Mobley, Jim Chambers, and Conner Everts. Also present was: Interim Executive Director Jennifer Tribo. Public present were Debra Martinez, Tony Morgan and Neal Maguire.

- 1. CALL TO ORDER** – Chair Mobley called the meeting to order at 1:07 P.M.
- 2. PLEDGE OF ALLEGIANCE** – Led by Chair Mobley.
- 3. DIRECTOR ANNOUNCEMENTS** – None.
- 4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

Tony Morgan, United Water Conservation District (UWCD), suggested that the Board move ahead with website development. The Fillmore-Piru GSA was able to utilize County IT to develop an inexpensive website. SGMA requires GSA's to report groundwater extraction by water year, but current reporting to United is by calendar year. This issue should be discussed on a future agenda.
- 5. CONSENT ITEMS**
 - a. Approve Minutes from November 16, 2017 Regular Meeting.**

Director Everts moved to approve the minutes from the November 16, 2017 meeting. Seconded by Director Shephard. Chair Mobley called a voice vote. Four ayes. None opposed.
 - b. Approve Minutes from December 21, 2017 Regular Meeting**

Director Chambers moved to approve the minutes from the December 21, 2017 meeting. Seconded by Director Shephard. Chair Mobley called a voice vote. 3 ayes. None opposed. Director Everts abstained because he was absent at the December meeting.
- 6. ACTION ITEMS**
 - a. Interim Accounting Services**

Jennifer Tribo summarized the staff report. Tony Morgan, UWCD, stated that he wanted to receive more feedback from the Agency before moving ahead with drafting an agreement. The Board agreed that it made sense to set up a Quickbooks like system for the GSA outside of UWCD's accounting software. Director Shephard requested that approval of an agreement be agendized for the next meeting.
 - b. Liability Insurance**

Jennifer Tribo presented a quote of \$2,700 per year from Golden State Risk Management Authority (GSRMA) for Mound Basin Groundwater Sustainability Agency's general liability coverage and risk management program. The Directors reviewed the proposal. Chair Mobley stated that the Agency could not buy a policy until funds are available. Director Shephard added that this quote is consistent with what other GSAs are paying.

The Board directed staff to find out when this quote expires and to explore other insurance options. No action taken on this item.

c. Conflict of Interest Code

Jennifer Tribo summarized the staff report. Director Chambers asked for clarification on the boundaries for category 4.

Director Everts moved to accept the Conflict of Interest Code as revised. Seconded by Director Chambers. Chair Mobley called a voice vote. Four ayes. None opposed. One absent.

d. Update on Request for Proposal and Qualifications for Legal Services

Jennifer Tribo summarized the staff report. Director Mobley and Director Chambers expressed an interest in serving on the ad hoc selection committee. Director Everts moved to establish an ad hoc legal services committee composed of Directors Mobley and Chambers to review applications, interview finalists, and make a recommendation to the Board. The committee will sunset after the Board selects a legal services provider. Seconded by Director Shephard. Chair Mobley called a voice vote. Four ayes. None opposed. One absent.

e. Board Workshop for Basin Boundary Modification

Tony Morgan, UWCD, led the Board through a discussion of the proposed basin boundary modifications for Mound Basin. The Board will need to coordinate with the Fox Canyon GMA and the Santa Paula Basin TAC and hold a public workshop to solicit public comments. Neal Maguire, MBAWG, suggested that the workshop should target the affected well owners. MBAWG and the County will coordinate on sending notices to the well owners within the Mound Basin and in the affected areas.

Director Everts moved to hold a public workshop to discuss basin boundary modifications on March 13, 2018 at the County Public Works building in Saticoy. Seconded by Director Chambers. Chair Mobley called a voice vote. Four ayes. None opposed. One absent.

7. COMMITTEE REPORTS

a. Report from Ad hoc Committee for Long-term Funding Options

Chair Mobley reported that the Committee will meet before the next Board meeting, so this issue can be discussed in March.

8. EXECUTIVE DIRECTOR'S REPORT

a. Meeting Schedule for Calendar Year 2018

Directors confirmed availability for the schedule approved at the December 2017 meeting.

b. GSP Grant Funding Request Update

DWR has recommended that the Mound Basin GSA receive its full grant request.

9. ADJOURNMENT – 2:21 P.M.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 6(a)

DATE: April 19, 2018
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: Contract for Legal Services

SUMMARY

The Joint Powers Agreement (“JPA Agreement”) provides that the Agency may contract with a Member or other public agency or private entity for various services. The Agency may require the services of legal counsel for routine operations or compliance with the Sustainable Groundwater Management Act of 2014 (“SGMA”). On March 15, the Board accepted the recommendation of the ad hoc committee for legal services to hire Joe Hughes of Klein-DeNatale-Goldner to serve as legal counsel for the Agency.

RECOMMENDED ACTION

The Board will consider authorizing the chair to execute a contract with Klein-DeNatale-Goldner (Joe Hughes) to provide legal services for the Agency.

BACKGROUND

The JPA Agreement provides that the Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Authority’s finance, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Authority and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

On December 21, 2017 the Board authorized staff to release a revised RFP for general legal services for the Agency. A Request for Proposals (RFP) for legal services for the Mound Basin GSA was sent to 23 law firms on January 10, 2018. The closing date for the receipt of the Proposals and Qualifications was February 9, 2018 by 5:00pm. Eight proposals were received.

On February 15, 2018, the Board established an ad hoc legal services committee (Mobley and Chambers) to review applications, interview finalists, and make a recommendation to the Board. The ad hoc committee interviewed three law firms on February 2, 2018 and March 5, 2018. On March 15, the Board accepted the recommendation of the ad hoc committee for legal services to hire Joe Hughes of Klein-DeNatale-Goldner to serve as legal counsel for the Agency.

FISCAL SUMMARY

The fiscal impact associated with this item is dependent on the firm selected. The approved budget includes \$15,000 for legal services.

Action: _____

Motion: _____ 2nd: _____

K. Brown ___ M. Mobley ___ G. Shephard ___ J. Chambers ___ C. Everts ___

LEGAL SERVICES AGREEMENT

(Bus. & Prof. Code, § 6148)

THIS AGREEMENT is entered into as of March ____, 2018 by and between KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP, a California limited liability partnership, and MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY.

RECITALS

A. The Client desires to employ the Attorney to perform the Services and the Attorney is agreeable to that employment.

B. Business and Professions Code section 6148(a) provides, among other things, that where it is foreseeable that the total expenses to a client will exceed \$1,000, an agreement for legal services must be in writing and contain (1) the applicable hourly rate and other standard rates, fees and changes, (2) the general nature of the legal services to be provided, and (3) the respective responsibilities of the Attorney and the Client.

C. Rule 3.410(A) of the Rules of Professional Conduct provides that where it is foreseeable that the total amount of legal representation in a matter will exceed four hours, a disclosure in writing that the attorney does not maintain professional liability insurance must be made at the time of engagement if the attorney does not maintain that insurance.

D. The total expense to the Client may exceed \$1,000 and the total amount of legal representation may exceed four hours with respect to the Attorney's performance of the Services.

AGREEMENT

1. Definitions.

(a) **Attorney.** "Attorney" means KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP, a California limited liability partnership.

(b) **Attorney's Address.** "Attorney's Address" means 4550 California Avenue, 2nd Floor, Bakersfield, California 93309.

(c) **Attorney's Work Product.** "Attorney's Work Product" means the Attorney's impressions, conclusions, opinions, legal research and theories.

(d) **Client.** "Client" means OTMOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY.

(e) **Client's Address.** "Client's Address" means in the care of Jennifer Tribo, Ventura Water, 501 Poli Street, Ventura, CA 93001.

(f) **Client's Documents.** "Client's Documents" means the documents provided to the Attorney by the Client.

(g) **Rates.** "Rates" means the Attorney's hourly rates ranging from \$270 for attorneys with ten or more years experience, \$240 for attorneys with more than five years experience, \$210 for attorneys with three to four years experience, and \$190 for attorneys with less than three years experience.

(h) **Services.** "Services" means all general counsel services and legal advice as requested by the Client.

2. Employment of Attorney.

The Client hereby employs the Attorney to perform the Services and the Attorney hereby accepts that employment subject to the provision of this Agreement. Joseph D. Hughes will be the responsible attorney within the Attorney law firm for performance of the Services and the primary Attorney contact for the Client. Portions of the work in performance of the Services may be performed by different lawyers and legal assistants in the Attorney's law firm. This delegation of work will be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or for the purpose of providing the Client with the Services in the most efficient and timely manner. Any delegation of work, however, will be under the control and supervision of Joseph D. Hughes who will report directly to the Client regarding any delegated work. The Attorney is not obligated to perform any portion of the Services that, in the Attorney's judgment, would constitute a conflict of interest or other violation of the Attorney's ethical duties under the Rules of Professional Conduct of the State Bar of California or similar mandate governing the Attorney's conduct.

This Agreement governs only the Client's employment of the Attorney and the Attorney's representation of the Client. The Attorney's representation of the Client does *not* include representation of any party affiliated with Client, including (a) parent, related or subsidiary entities of the Client, or (b) persons related to the Client.

This Agreement will become effective upon its full execution by both the Attorney and the Client. It will then relate back to the first day that the Attorney provided the Services to the Client.

3. Cooperation of Client.

The Client shall be candid and truthful with the Attorney as well as responsive to the Attorney's communications. The Attorney may rely upon the Client to promptly advise the Attorney of any changes in circumstances that will affect the Services or the Attorney's ability to perform them. The Client shall keep the Attorney advised of any changes in the Client's Address, current telephone number or e-mail address at all times, and shall comply with all reasonable requests of the Attorney in connection with the Attorney's performance of the Services.

The Client shall promptly disclose to the Attorney, in writing, all persons and entities that may have an interest, both adverse and non-adverse, in the matter that is the subject of the Services so that the Attorney can avoid conflicts of interest.

4. Payment of Fees and Costs.

(a) **Attorney's Fees.** The Client shall pay fees to the Attorney for time spent in performance of the Services at the applicable Rates. The Attorney may charge the Client for all time devoted by the Attorney to the Client's work, including conferences (both in person and over the telephone), e-mail communications with the Client and others, negotiations, factual investigations, legal research and analysis, document preparation and revision, and travel on the Client's behalf. All travel time and costs will be determined using the Attorney's office in Bakersfield, California as the point of origin. Time will be recorded and billed in units of tenths of an hour. Rates may be supplemented or revised by the Attorney from time-to-time but revised Rates will not be retroactively applied. The Attorney shall notify the Client in writing of any revised Rates prior to their effective date. The applicable rates will be those in effect at the time Services are rendered.

(b) **Costs.** The Client shall pay all reasonable and necessary extraordinary costs incurred by the Attorney in connection with the Services including:

(1) Any filing fees, permit fees, or other fees paid or advanced by the Attorney.

(2) The cost of any consultants, experts or investigators retained by the Attorney in furtherance of the Services.

Costs are *in addition to* fees for the Services. The Attorney incurs outside costs as an agent for the Client and incurs internal expenses on behalf of the Client. The Attorney may forward costs in excess of \$250 to the Client for direct and timely payment by the Client.

(c) **Statements.** The Attorney shall provide the Client with a monthly statement of fees earned and costs incurred. This statement will generally describe the work performed, the applicable Rate or Rates, the basis for the calculation of fees, and a reasonable itemization of costs.

(d) **Estimates.** It is impossible to determine in advance the amount of time that will be needed to complete the Services, or the total amount of fees or costs that may be incurred. Any estimate furnished by the Attorney will be based on the Attorney's professional judgment, but the Client acknowledges that such estimate is *not* a maximum or fixed fee quotation. The ultimate fee and cost may, and frequently does, differ from the amount estimated.

(e) **Payment.** The Client shall pay all statements for fees earned and costs incurred upon presentation of a statement. As the Attorney receives each payment, the Attorney will apply the payment first to costs and last to fees.

For a proper attorney-client relationship to exist and be successful, the Client acknowledges that the Client must pay the Attorney's legal fees and costs promptly and in accordance with this Agreement. Only in this way can the Attorney and the Client maintain the mutual confidence in each other that is necessary for the proper representation of the Client. If the Client becomes delinquent in the Client's obligation to make any required payments to the Attorney, then the Attorney may (a) withdraw from representation of the Client, (b) cease performance of the Services, and (c) pursue collection of the Client's account. The Client shall pay all costs of collecting the debt, including court costs, filing fees, reasonable attorney's fees and other costs of collection including the value of time spent by the Attorney's own attorneys and staff to prosecute or defend such a proceeding with fees calculated at the normal hourly rate the Attorney charges to Clients.

5. Errors and Omissions Insurance.

The Attorney does maintain errors and omissions insurance coverage applicable to the Services.

6. Employment of Consultants, Experts and Investigators.

If the Attorney deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the Services, then the Attorney shall so advise the Client and seek the Client's prior approval of such employment. Any consultants, experts or investigators employed by the Attorney will be the agent of the Attorney, not the Client.

7. Notices.

Any notices to be given by either party to the other affecting this Agreement must be given in paper form and delivered in person or by registered or certified mail, postage pre-paid, addressed to the Attorney at the Attorney's Address or to the Client at the Client's Address. Either party may from time-to-time, by written notice to the other, designate a different address which will be substituted for the one specified in paragraph 1 of this Agreement.

8. Documents.

During the course of the Services, the Attorney will acquire documents from the Client (i.e., Client's Documents), and also will create Attorney's Work Product and other documents. Attorney's Work Product is the property of the Attorney and the Client is not entitled to obtain Attorney's Work Product from the Attorney except as otherwise provided by law. The Client may inspect and copy any other documents created by the Attorney during the Attorney's normal business hours and at the Client's sole cost and expense. Upon conclusion of the Services, the Client is entitled to the Client's Documents. The Attorney is entitled, however, to

photocopy or electronically scan, and retain copies of the Client's Documents prior to their return to the Client.

9. Electronic Files.

The Attorney may maintain some or all of the documents and records in the Client's file solely in electronic form as digital images rather than in paper form. In so doing, the Attorney may destroy documents and records received by the Attorney in paper form after they have been scanned electronically and converted to digital images. The Attorney will not destroy; however, any of the Client's Documents in paper form, although the Client does consent to their conversion to electronic form for the Attorney's use. The Attorney may deliver to the Client documents in the electronic form in which they are maintained if the Client requests transfer or a copy of either the Client's file, or any document or record in the Client's file. The Attorney will not be obligated under any circumstances to convert electronic documents or records (a) to paper form or (b) to an electronic form other than the one in which the Attorney maintains the document or record.

10. File Retention.

The Attorney shall store the Client's file following conclusion of the Services. The Attorney will then make arrangements with the Client for transfer of the Client's entire file (both electronic form and paper form) as directed by the Client.

11. Termination.

The Attorney or the Client is entitled to terminate this Agreement. Termination of this Agreement will not affect the Client's obligations to pay for all fees earned and costs incurred by the Attorney prior to the date this Agreement terminates. Additionally, time spent by the Attorney resulting from termination of this Agreement and withdrawal from representation of the Client (e.g., preparing the Client's files for transfer and working with successor counsel) is deemed part of the Services, for which the Client shall pay the Attorney.

Upon cessation of the Services, either by conclusion of the Services or earlier termination of this Agreement, the Attorney will have no further obligation to inform the Client of future developments or changes in the law. Additionally, the Attorney will have no obligation to monitor renewal or notice dates, or similar deadlines on the Client's behalf.

12. Arbitration.

In the event of a fee dispute which is not readily resolved, the Client is entitled to request arbitration by the Ventura County Bar Association, and the Attorney shall participate fully in that process.

13. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Attorney and the Client with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements contained in this

Agreement. No agreement, statement or promise not contained in this Agreement will be valid and binding.

14. Venue and Law.

The venue for any dispute arising from this Agreement will be Ventura County, California. This Agreement is entered into in Ventura, California, and is subject to the laws of the State of California.

15. Counterpart and Electronic Signatures.

This Agreement may be signed in one or more counterparts, and may be delivered by facsimile or other electronic method.

16. Consultation with Independent Counsel.

The Attorney has not provided the Client with legal advice with respect to this Agreement due to the Attorney’s conflict of interest in doing so. The Client acknowledges the opportunity to seek and consult independent counsel of the Client’s choice regarding this Agreement.

IN WITNESS WHEREOF, the Attorney and the Client have executed this Agreement on the day and year first hereinabove set forth.

KLEIN, DeNATALE, GOLDNER, COOPER,
ROSENLIEB & KIMBALL, LLP

MOUND BASIN GROUNDWATER
SUSTAINABILITY AGENCY

By: _____
Joseph D. Hughes, Partner

By: _____

Name: _____

Title: _____

“Attorney”

“Client”

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 6(b)

DATE: April 19, 2018
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: Interim Accounting Services

SUMMARY

In order for the Mound Basin GSA (“Agency”) to pay for legal, technical, and consultant services received before the appointment of a Treasurer and permanent Executive Director, the Board may consider entering into an agreement with United Water Conservation District to perform interim accounting services.

RECOMMENDED ACTION

The Board will discuss entering into an agreement with United Water Conservation District to perform interim accounting services for the Agency.

BACKGROUND

At its October 19, 2017 meeting, the Board authorized the Chair to execute an MOU with the City of Ventura (pending member agency approval) to perform interim accounting functions. At its November 16, 2017 meeting, the Board was informed that the City of Ventura was unable to perform accounting functions on behalf of the Agency. The Board discussed the possibility of United Water Conservation District providing interim accounting services and directed staff to provide additional information at the December 21, 2017 meeting. The item was deferred to February, and the Board suggested that a draft agreement be considered at the March meeting. At the March meeting, UWCD stated that an agreement would be brought to the Board after the Fillmore-Piru GSA had considered a similar agreement.

FISCAL SUMMARY

Accounting services provided by United Water Conservation District would be reimbursable in kind services and the budget would be amended accordingly.

Action: _____

Motion: _____ 2nd: _____

K. Brown ___ M.Mobley___ G.Shephard___ J. Chambers___ C.Everts___

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 6(c)

DATE: April 19, 2018
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: Budget Discussion

SUMMARY

The Joint Exercise of Powers Agreement (“JPA Agreement”) requires that the Agency adopt a budget for the ensuing fiscal year within one hundred and twenty (120) days after the first meeting and thereafter prior to the commencement of each fiscal year. The Board approved a budget for fiscal year 2017-2018 on October 19, 2017. The Board will need to approve a budget for fiscal year 2018 -2019 prior to July 1, 2018.

RECOMMENDED ACTION

The Board will review the FY2017-2018 Budget (attached) and discuss developing a draft budget for FY2018-2019.

BACKGROUND

Section 14.1 of the JPA Agreement requires the Board of Directors to adopt a budget for the Agency for the ensuing fiscal year within one hundred and twenty (120) days after the first meeting and thereafter prior to the commencement of each fiscal year. The Board approved a budget for fiscal year 2017-2018 on October 19, 2017.

At its December 21, 2017 meeting, the Board established an ad hoc committee for long-term funding options. As part of its scope of work, the ad hoc committee will draft short term and long-term budgets for Board review, input, and approval.

FISCAL SUMMARY

No fiscal impact.

Action: _____

Motion: _____ 2nd: _____

K. Brown ___ M.Mobley___ G.Shephard___ J. Chambers___ C.Everts___

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
FISCAL YEAR BUDGET
July 1, 2017 - June 30, 2018**

APPROVED BUDGET 10/19/2017

REVENUES

ACCOUNT NUMBER	REVENUES	BUDGET 2017/2018	Comments
1	Contributions from Member Agencies		
2	Ventura County Watershed Protection District Funding		
TOTAL INCOME		\$0	

OPERATING EXPENSES

ACCOUNT NUMBER	OPERATING EXPENSE	BUDGET 2017/2018	Comments
Administrative Costs			Provided as in-kind services by the City of Ventura.
1	Labor	\$15,000	Exec director (\$40/hr; 30 hours per month for 12 months)
2	Overhead (phone, printing, computer, etc.)	\$2,250	Assumes 15% overhead rate.
3	Website Development	\$0	Use City of Ventura Website for year 1.
4	Website maintenance	\$0	None for FY18
Total Administrative Cost:		\$17,250	
Professional Services:			
5	Audits	\$3,500	Estimate
6	CPA/Treasurer	\$4,000	Estimate (assumes a fee of \$100/hr)
7	Public Outreach/218 publications		
8	Liability Insurance	\$2,500	Estimate
9	Routine Legal Counsel	\$15,000	\$400/hr - Agenda review and attend meetings as necessary - 6hrs per month for January 2018 - June 2018.
10	Annual Report	\$1,000	
11	Hydrogeologist	\$20,000	Advisory to Board/conduct special studies. (Equals 80-115 hours based on rates \$175-\$245/hr.)
12	Advertising fees for GSA	\$277	VC Star Ads for June 2017 meeting (paid by City of Ventura)
13	DWR filing fees/etc.	\$500	
14	Consulting Services to assist in GSP preparation	\$35,000	May include grant preparation or other technical work needed to prepare for GSP development.
15	Basin Boundary Modification Preparation	\$5,000	May be a combination of consulting services and member agency staff contributions.
16	Funding for Reserves		
Total Professional Services Cost:		\$86,777	

Total In-kind services	\$17,250	City of Ventura may be reimbursed at a later date.	
Total expenses to be funded by revenue	\$86,777	Equates to a member agency contribution of Member Agency of (may be reimbursed or offset by future funding sources identified.)	\$28,925.73
TOTAL EXPENSES	\$104,027		

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 6(d)

DATE: April 19, 2018
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: Long-term Budget and Funding Options Discussion

SUMMARY

On December 21, 2017, the Board established an ad hoc committee to develop a framework for Agency funding options. Directors Mobley and Brown were selected to serve on the committee.

RECOMMENDED ACTION

The ad hoc committee for long-term funding options will lead the Board in a discussion of the long-term budget and planning for a public meeting on April 26, 2018 regarding a potential groundwater fee that could be used to fund the Mound Basin GSA.

BACKGROUND

At its November 16, 2017 meeting, the Board discussed funding options for the Mound Basin GSA under SGMA. On December 21, 2017, the Board established an ad hoc committee for long-term funding options. The ad hoc committee met on March 12, 2017. At the March 15, 2018 Board meeting, the ad hoc committee presented information on the amount of pumping in the basin and discussed a potential fee that would support the Agency’s annual budget during development of the GSP. The Board scheduled a public meeting for April 26, 2018 and directed the ad hoc committee to bring additional information to the April meeting in order to facilitate a robust discussion of the long-term budget and funding options.

FISCAL SUMMARY

Depending on the direction of the Board, there could be a fiscal impact associated with this item.

Action: _____

Motion: _____ 2nd: _____

K. Brown ___ M. Mobley ___ G. Shephard ___ J. Chambers ___ C. Everts ___

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 8

DATE: April 19, 2018
TO: Board of Directors
SUBJECT: Executive Director's Report

- a) Liability Insurance Update**
- b) Conflict of Interest Code Update**
- c) Change to October meeting date/location.**