

UPPER VENTURA RIVER GROUNDWATER AGENCY

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a **Special Board Meeting at 1:00 P.M. on Thursday, March 24, 2022 via**

ON-LINE OR TELECONFERENCE:

DIAL-IN (US TOLL FREE) 1-669-900-6833

Find your local number: Find your local number: <https://us06web.zoom.us/j/87675039676?pwd=a3dkYm42YXdlWFVNaXNvZmJ2TUxzUT09>

JOIN BY COMPUTER, TABLET OR SMARTPHONE:

<https://us06web.zoom.us/j/87675039676?pwd=a3dkYm42YXdlWFVNaXNvZmJ2TUxzUT09>

Meeting ID: 876 7503 9676

Passcode: 443214

Per Resolution No. 2021-05 by the Board of Directors of the Upper Ventura River Groundwater Agency, the Board is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the Board. A physical location accessible for the public to participate in the teleconference is not required.

**UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS
SPECIAL MEETING AGENDA**

March 24, 2022

1. MEETING CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA & RENEWAL OF RESOLUTION NO. 2021-05

Pursuant to AB 361, the Board may continue to meet via teleconference, provided it make the findings in section 3 of Resolution No. 2021-05.

5. PUBLIC COMMENT FOR 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.

6. DIRECTOR ANNOUNCEMENTS

Directors may provide oral reports on items not appearing on the agenda.

7. ADMINISTRATIVE ITEMS

a. Contract for Legal Counsel Services

The Board will consider authorizing the Executive Director to execute an attorney retainer agreement with the law firm Aleshire & Wynder and terminate the current retainer agreement with Olivarez, Madruga, Lemieux, O'Neill, LLP.

8. GSP IMPLEMENTATION ITEMS

a. Upper Ventura River Valley Basin Annual Report for Water Years 2020 and 2021

The Board will consider approving the Upper Ventura River Valley Basin Annual Report for Water Years 2020 and 2021 for submittal to DWR pursuant to the adopted Groundwater Sustainability Plan and the Sustainable Groundwater Management Act.

9. FUTURE AGENDA ITEMS

This is an opportunity for the Directors to request items for future agendas.

10. ADJOURNMENT

The next Regular Board meeting is scheduled for April 14, 2022 at 1 P.M.

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 7(a)

DATE: March 24, 2022

TO: Board of Directors

FROM: Executive Director

SUBJECT: Contract for Legal Counsel Services

SUMMARY

Mr. Keith Lemieux of the law firm of Olivares Madruga Lemieux O'Neill ("OMLO") currently serves as General Counsel to UVRGA. Mr. Lemieux recently announced that he and his partner Steve O'Neill will be leaving OMLO to join a new law firm, Aleshire and Wynder. (A&W) (information about A&W is provided in Attachment A). UVRGA must execute a retainer agreement with A&W if the Board would like Mr. Lemieux to continue serving as General Counsel (Attachment B). It is also recommended that UVRGA terminate the existing retainer agreement with OMLO (Attachment C).

The proposed A&W agreement is nearly identical to the current agreement with OMLO (Attachment B redlines show the differences). The proposed labor rates are consistent with current labor rates.

As the Board and staff are satisfied with the performance of Mr. Keith Lemieux, staff recommends that the Board authorize the Executive Director to execute a professional services agreement with A&W and direct staff to terminate the OMLO agreement.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute an attorney retainer agreement with the law firm Aleshire & Wynder and terminate the current retainer agreement with Olivarez, Madruga, Lemieux, O'Neill, LLP.

BACKGROUND

Not applicable

FISCAL SUMMARY

There is no fiscal impact to approve this item. The costs of legal services are not changing.

ATTACHMENTS

- A. Aleshire & Wynder Firm Overview
- B. Proposed Aleshire & Wynder Retainer Agreement (with redline edits to compare with the OMLO agreement)
- C. Current OMLO Retainer Agreement

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ G. Shephard__ D. Engle__ S. Rungren__ V. Crawford__ E. Ayala__



**ALESHIRE &
WYNDER** LLP
ATTORNEYS AT LAW

Aleshire & Wynder, LLP provides unparalleled legal representation to local communities throughout California.

Aleshire & Wynder is a "full service" public law firm. We provide our public agency clients with a wide spectrum of legal specialties, including in land use and zoning, personnel and labor, environment, affordable housing, conflicts of interest, elections, condemnation, police, civil rights, code enforcement and public finance.

Our senior members have represented cities in California continuously for over 35 years. We have enjoyed long-term relationships with our city clients, some dating back to the 1970's. The best testimony to our qualifications is that our attorneys have represented the cities as City Attorney for a cumulative period of more than 100 years. This type of longevity is rare in our field of law.

Our client base goes beyond representation of cities. We represent public agencies of every possible nature. Our public agency client base consists of over 50 local governmental entities, including serving in various communities as special and general counsel to successor agencies, housing authorities, water districts, community service districts, financing authorities, special districts, joint powers authorities and many other entities. Of course, the skills learned through that representation can also benefit private clients.



Orange County

18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Phone: (949) 223-1170
Fax: (949) 223-1180

Los Angeles

2361 Rosecrans Avenue, Suite 475
El Segundo, CA 90245-4916
Phone: (310) 527-6660
Fax: (310) 532-7395

Inland Empire

3880 Lemon Street, Suite 520
Riverside, CA 92501
Phone: (951) 241-7338
Fax: (951) 300-0985

Central Valley

2440 Tulare Street, Suite 410
Fresno, CA 93721
Phone: (559) 445-1580
Fax: (559) 486-1568

Bay Area

1301 Marina Village Parkway, Suite 310
Alameda, CA 94501
Phone: (510) 337-2810
Fax: (510) 337-2811

San Diego

11622 El Camino Real, Suite 100
San Diego, CA 92130
Phone: (858) 509-2683



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Meet Aleshire & Wynder, LLP

A full-service, public agency law firm, Aleshire & Wynder, LLP (A&W) offers a deep bench of public law attorneys who support, advise, and represent municipalities across California.

We share our clients' deeply held beliefs on the importance of public service, integrity, and accountability. These principles have propelled our notable, five-fold growth since the firm's founding in 2003 in Irvine, California. The

firm's additional locations include Los Angeles, Riverside, Alameda, San Diego and Fresno.

Appreciated for the strategic value we bring to engagements and long-term client relationships we build, A&W serves as creative and resourceful members of city teams and as trusted counselors. Our representation of public entities is broad and sophisticated, and includes these entities:

-  **Water Districts**
-  **Cities**
-  **Housing Authorities**
-  **Successor Agencies**

-  **Financing Entities**
-  **Joint Powers Authorities**
-  **Special Districts**

A&W attorneys represent general law and charter cities and have served as city attorneys since the late 1970s. We work on everything from the day-to-day municipal law issues to issues of the highest complexity. We handle all the legal work for a number of full-service cities with their own police and fire departments, including those with their own risk management and code enforcement. We also have guided cities with an airport, sports stadium, convention center, wastewater treatment plant, cogeneration plant, unique environmental issues and 36-hole golf course facilities.



Firm Focus

The more than 50 attorneys of A&W are bound by an unwavering commitment: a deep appreciation for democratic values and processes at the local government level. This tenet attracts attorneys and professionals to the firm, and is evident in every client engagement.

Many of our attorneys have over 20 years of public service, with several having closer to 30 and 40 years of experience in the municipal law arena.

We love public service, particularly the complexity and unique issues that arise in land use, constitutional, employment, and environmental law, to name a few specialty areas. We also enjoy the dynamics of the political process and working with elected officials and professional staff.

A focus on creativity coexists with a drive to deliver results. Our legal services form valuable resources for problem-solving teams. As team members, it is our obligation to find winning solutions, rather than simply seek legal cover and give reasons why something can't be achieved.

Our public service mindset guides A&W's practical approach, along with our depth of experience and knowledge, in areas such as:

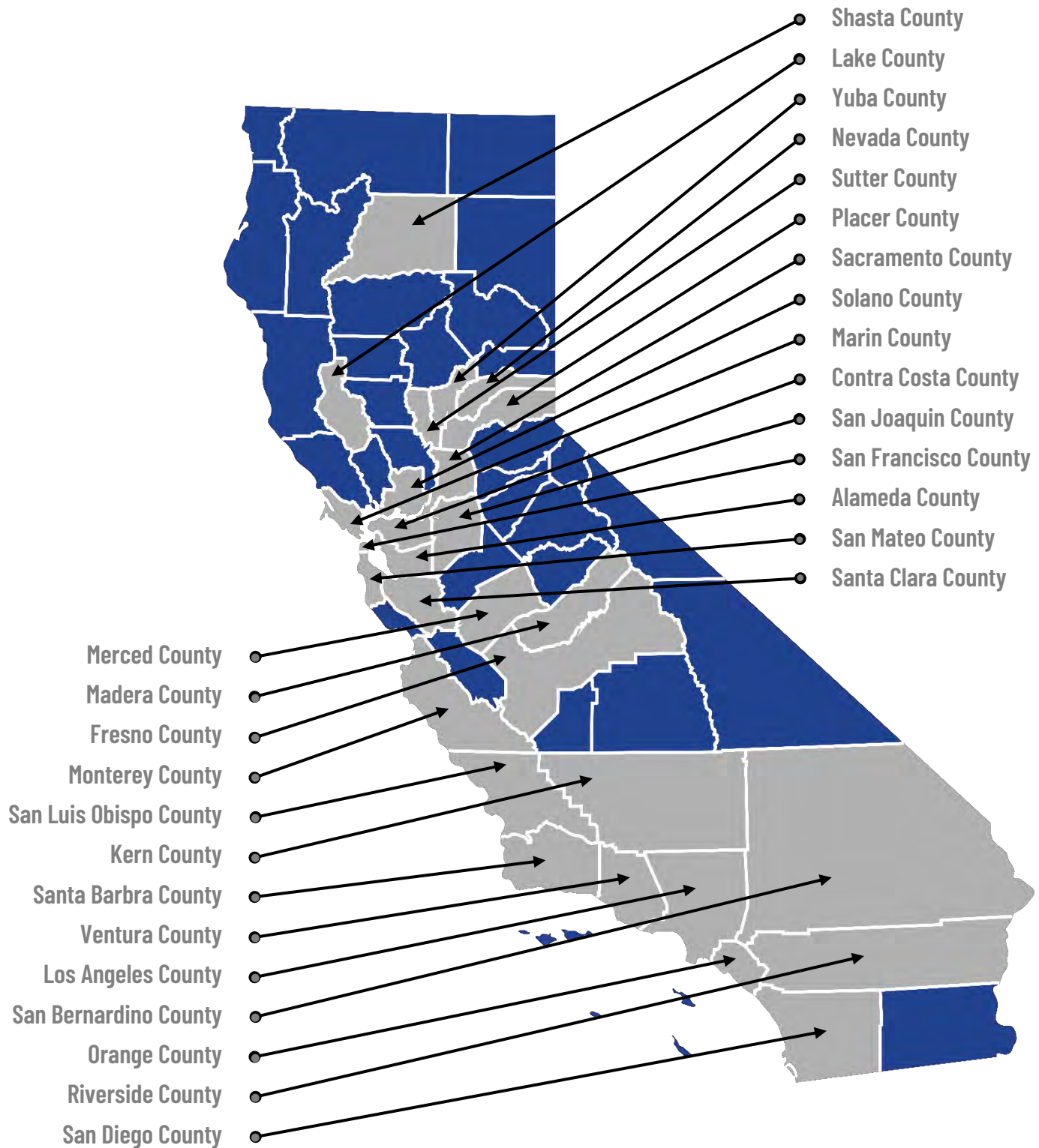
- ✓ Water and Stormwater
- ✓ Wastewater Treatment and Recycle Systems
- ✓ Appeals
- ✓ Labor and Employment
- ✓ Land Use and Zoning
- ✓ Conflicts of Interest and Elections
- ✓ Contracts and Public Construction
- ✓ Environmental and Toxics
- ✓ Franchising and Telecommunications
- ✓ Police, Fire, Tort Claims, and Governmental Immunity
- ✓ Mining
- ✓ Refuse and Recycling
- ✓ Municipal Elections
- ✓ Affordable Housing
- ✓ Legal and Regulatory Compliance
- ✓ Real Property Acquisition, Disposition, and Development
- ✓ Law Enforcement and Nuisance Abatement
- ✓ Civil Rights and First Amendment Law
- ✓ Successor Agency and Housing
- ✓ Rent Control
- ✓ Public Finance and Prop 218
- ✓ Condemnation
- ✓ Cannabis Regulation and Enforcement



Client Footprint

A&W is home to more public lawyers than all but a few municipal law firms and offers a legal capability exceeding all but the largest cities in the state.

Equally important is the experience we bring to support municipalities. The reach of our representation includes advising municipal clients located in:



Water & Wastewater Practice

Our water practice attorneys serve as general counsel or special counsel to a number of water districts, special districts, and private interests. We also represent our clients in litigation, administrative processes, and project development as well as in matters involving water rights and supply, water quality, and water and sewer rates.

As lead counsel for various public entities throughout California, we advise and advocate for water districts and municipalities in the operation of municipal water systems, development and use of recycled water projects and wastewater treatment plants, acquisition and defense of water rights, and other special projects unique to the proper management of water resources.

We routinely negotiate water supply and water rights transfer agreements. In addition, we advocate for our clients in complex litigation and before administrative forums to ensure adequate protection of our clients' needs and interests. Such representation requires a thorough understanding of the applicable State, Federal, and administrative law governing all aspects of water use, which our attorneys have acquired.

Although we advise virtually all of our city clients on water and wastewater issues, below are several agencies for whom we have handled water-related projects or cases:

- ☒ Del Rey Community Services District
- ☒ Home Gardens County Water District
- ☒ Isla Vista Community Services District
- ☒ Los Olivos Community Services District
- ☒ Palmdale Water District
- ☒ San Luis Rey Municipal Water District
- ☒ South Montebello Irrigation District
- ☒ California Water Environment Association
- ☒ Contra Costa Water District
- ☒ Hidden Valley Lake Community Services District
- ☒ Madera Irrigation District
- ☒ Marina Coast Water District
- ☒ Municipal Water District of Orange County
- ☒ Phelan Piñon Hills Community Services District
- ☒ Truckee Donner Public Utility District
- ☒ Yuba County Water Agency
- ☒ Hesperia Water District
- ☒ Perris Public Utility Authority



The A&W Client Experience

As a uniquely focused, specialty public law firm, we have developed high-impact ways to serve our municipal clients and further their success. Here's how we shape our clients' experience:



Cost Controls & Accountability

We define accountability as not only achieving a good result but doing so at a reasonable cost to the client.

Controlling costs requires clear mechanisms for reporting, supervising, staffing, and recovering costs from developers whenever possible. Another important measure is preventive counseling to identify issues before they turn into litigation and resolve them informally when possible.

Our attorneys evaluate a case or transaction early. We never want our clients to be surprised by the outcome of a lawsuit or negotiation, either by the results or the cost.

For example, we may advise a City Council, usually in a closed session discussion, whether a litigation matter is winnable and at what cost. If a client decides to litigate, we make sure our advice is clear, and strategies are cost effective, which includes maintaining a dedicated team of attorneys and paralegals on the case.

A&W's cost control mechanisms are fine-tuned and informed by their real-world efficacy. They are also readily customized to the unique needs of each client.



Communication & Responsiveness

Members of our firm are clear, concise and effective communicators, both in writing and in conversation. We understand the critical role communications play in the official business of cities.

We practice an "always on duty" mentality in serving our clients, especially in a crisis. Additionally, we are accustomed to working within agenda deadlines.

Our Work with city councils and other entities includes drafting staff reports, memos and emails to make sure that everyone is up to date and on the same page. Typically, our advice includes options for clients to consider, we will provide our legal opinions in an independent manner, even if it is not popular with some, so that the city council will be fully aware of its options and it can make an informed decision.

Once a decision has been made, we are committed to supporting the policies and decisions of the city, even when it may be in a different direction than our legal recommendations. We have seen enough public comment periods and closed session rooms to know that there are a full range of items that must be considered and balanced by the council as part of any decision-making process.

Clients note that response time is one of our strengths. To maintain high quality, timely service, we make sure attorneys' workloads allow for sufficient bandwidth to provide each client with prompt attention.





Convenience

The legal issues municipalities face rarely occur in a vacuum. Often concerns arise that require expertise or legal knowledge in related areas. A&W provides a one-stop, full-service law resource for municipalities.

Our investment in developing specialized expertise encompasses every aspect of public law, including labor and employment, environmental, land use and other areas. Clients can always count on being able to access an attorney who is familiar with their matter.



Conflict Free

Our focus on public law means we do not represent developers; our clients have no concerns about conflicts emerging from their counsel or divided loyalties. This depth of service allows our clients to avoid the extra hassle and expense of managing multiple law firms, hiring specialists for discrete issues, and bringing new consultants up to speed.

All the attorneys at the firm are properly licensed to practice law in California and none of the attorneys has ever had a malpractice claim or been subject to a State Bar complaint.



Consistency & Care

A & W is not a large bureaucracy. Our attorneys enjoy a collaborative working relationship with each other and with our clients. No one gets "lost in the shuffle." We believe that, as a mid-sized law firm, we offer focus in lieu of bureaucracy, timeliness rather than delay, and a consistent "team" of known attorneys rather than just a group of researchers.



Committed

We believe commitment, in all its varied forms, to be the most valuable benefit we offer clients and most critical element of our success. One demonstration of our commitment to municipalities and public law is how seamlessly we function as a part of their teams.

As participants in the democratic process and as "officers of the court," we play a critical role in protecting the integrity of governmental decision making. In many ways the city/agency counsel acts as an "umpire." A&W attorneys remain independent, while at the same time being sensitive to the political process but not controlled by it. We make sure that an organization's procedures are fair for all.

We uphold fairness by being responsive to staff deadlines and by anticipating difficulties and problems. As counselors, we advise by not being defensive and shifting blame, and look to demonstrate honesty and integrity in every encounter. Our commitment to community is shown by our firm's participation and interest in community issues, events, and activities.

A preference for collaboration permeates our representation and team approach. We regularly assist and work cooperatively with City Councils, city managers, staff, and members of the community to find the best solutions for the community.

A&W Adds Value for Public Agencies

To maximize the benefits that public clients gain with our counsel, we add value to engagements with:

☒ **Experienced, high-quality lawyers who cover all practice areas needed by public agencies**

Our collective specialists form an integrated, high-performing corps who often provide answers without the necessity for extensive, costly research.

☒ **Affordable rates for public agencies who prefer not to pay higher rates of the large multi-practice private firms**

Our rates are generally 20% below other comparable firms. We cannot emphasize enough that while other firms may avoid using costs as a key criterion in awarding contracts, it is a key part of our proposal and economic success. Large firms can't compete.

Our general services are competitively priced with in-house services, and due to volume, we can price our specialized services below what most outside firms charge for such services. This business model has helped clients replace in-house operations, reduce overall legal costs, and increase accountability.

☒ **Freedom from conflicts by not representing private clients who sue public agencies**

Our loyalties are clear. We don't represent developers or private clients suing public entities. Clients can trust their counsel's allegiances without fear of secret agendas.

☒ **Continued vigilance on cost controls and budgets**

As we are paid with taxpayer funds, we are very mindful of our clients' approved legal budgets.

Cost savings are hard-wired into our work. We leverage the legal analysis of colleagues who have worked on similar matters for other public agencies, which has the impact of providing small agencies with the resources of much larger legal departments.

In addition, other disciplined measures like tracking back expense to budgets or turning to templated agreements when appropriate do yield savings for clients.

☒ **Preventive training and risk management**

We regularly provide in-house training to council members, commissioners, and staff on a variety of important subjects, including:

- Ethics (AB 1234)
- Brown Act, conflicts of interest, and liability
- Commission roles and responsibilities
- Personnel issues
- P.O.S.T. training

Most training is offered as a general service under our regular rates — we generally do not charge for time spent preparing presentations or trainings, unless it is for a unique area of law requested by the client.





Results

- ✓ **Los Olivos Community Services District:** Our office serves as District Counsel providing representation on legal issues that include selection, construction, administration, taxation, and governance of a wastewater treatment solution. The community of Los Olivos has been designated a "special problem area" for water quality due to the use of septic systems in an area with an unusually high water table. Formed in 2018, LOCSD is charged with addressing these issues by implementation of a wastewater solution, paid for by property tax assessments and maintenance/use fees.
- ✓ **Isla Vista Community Services District:** Our office serves as District Counsel, providing representation on legal issues that include public safety, lighting, sidewalks, graffiti abatement, public facility management, elections, taxation, governance, and litigation. Created in 2017, IVCS D is the only special district in California with authority to levy and administer a utility user tax, with which our office assisted in preparation.
- ✓ **South Montebello Irrigation District:** Our office serves as District Counsel on legal issues that include water rights, water rates, personnel, contracting, finance, and governance.
- ✓ **Palmdale Water District:** Our office serves as District Counsel and provides representation to the District on a variety of legal issues, including water rights, water rates, personnel, contracting, and finance. We also serve as general counsel to the Palmdale Recycled Water Authority.
- ✓ **Del Rey Community Services District:** We serve as District Counsel and provide representation on a variety of issues including Proposition 218 rate increases, emergency drought conservation regulations, wastewater treatment and similar issues as well as general counsel services. The CSD is responsible for water, sewer, trash, sidewalks, lighting, and parks.
- ✓ **Home Gardens County Water District:** We ensure Proposition 218 compliance for water rate increases, represent the District in connection with water connection and other charges, water purchase agreements, emergency drought conservation regulations, and right to serve.
- ✓ **San Luis Rey Municipal Water District:** SLRMWD's mission is to maintain, support and protect the water rights and water storage rights of landowners within the district and to plan for a reliable water supply to meet future demands. We represent the District as General Counsel.
- ✓ **City of Morro Bay – City Attorney:** The City is developing a One Water strategy to combine all three water-related functions, potable water, storm water and wastewater, which will help with conservation and water needs. Morro Bay is also in the midst of designing a new \$150 Million water reclamation facility which will likely result in the City being water independent, injecting treated wastewater into the local aquifers to protect against intrusion of saltwater and pumping for use with the City's current pumping rights. The City has successfully completed Prop. 218 water and wastewater rate proceedings without any challenges.
- ✓ **City of Lompoc – City Attorney:** The City recently completed construction of a new \$94 million state-of-the-art wastewater treatment plant that has enough capacity to meet the City's needs well into the future. The Lompoc Valley aquifers have remained abundant even through the drought. The City has successfully completed Proposition 218 water and wastewater rate proceedings without any challenges.
- ✓ **City of Cerritos – City Attorney:** Cerritos has a water department and a robust recycled water facility and program. The City just completed a recycled water extension project to bring recycled water to Forest Lawn in Cypress. This is a multi-jurisdiction project and has been a huge success in converting potable water to recycled water for the entire Forest Lawn cemetery.
- ✓ **Perris – City Attorney and Counsel for Perris Utility Authority:** assisted the Perris Public Utility Authority in the acquisition of a private water system and conversion from PUC jurisdiction to local control.



A&W Controls Clients' Costs

We greatly appreciate that our clients are stewards of public tax dollars. Because costs are so important to our clients, they are also important to us. In fact, it is a pillar of our business model and service to clients.

California municipalities choose us because of the effective balance we have established in providing top-tier legal counsel, sustainable rates, and unquestionable client loyalty. We compete with — and often best — larger firms, whose billing rates reach \$500 per hour, because of our diligent and strategic approach to cost reductions and client savings.

We aim to build and nurture client relationships that endure and prosper for decades. This cannot happen if legal costs are excessive; municipal budgets come under public scrutiny and legal costs will always be a target. We view controlling costs as part of our job. Our key strategies include:

1. **Keep rates for basic services efficient.**
2. **Provide special services, which can be billed at a higher rate to offset the low base rates, but still keep the special service rates lower than what special counsel would charge.**
3. **Control the cost of space leasing and other overhead expenses.**
4. **Use technology to reduce labor costs.**
5. **Staff matters appropriately. Avoid over lawyering and use paralegals when possible.**
6. **Clarify assignments and issues up front.**
7. **Develop expertise and concentrate assignments to reduce "ramp up" time.**
8. **Monitor attorney performance and institute strong reporting practices. Review bills against the budget and write off time when necessary.**
9. **Establish and use form documents from our library for contracts, leases, easements, etc., when possible.**
10. **Spread the cost of research and drafting memoranda among multiple clients with similar issues.**
11. **Advise on avoiding disputes with other parties and other pre-litigation preventive counsel.**
12. **Pursue cost recovery against third parties whenever possible.**

Recognition & Leadership

The attorneys of A&W receive recognition for their contributions to the advancement of public law. Our members have been honored by the International Municipal Lawyers Association and recognized as *California Lawyer Magazine's* Attorney of the Year. The *Los Angeles Business Journal* and the *Los Angeles Times* have recognized the firm and its attorneys for their commitment to diversity, equity, and inclusion.

We are thought leaders whose insights and work contribute to excellence in public law. Several attorneys are authors of chapters in the *California Municipal Law Handbook* and serve as members of the League of California Cities Municipal Law Institute Committee.

Diversity, Equity & Inclusion

At A&W, diversity and inclusion are not just niceties—they are at the core of our business and client service strategies. The success and strength of our people, our firm and the delivery of our services rely on our proactive efforts to eradicate inequality and discrimination in all its guises.



ATTORNEY RETAINER AGREEMENT

FOR AND BETWEEN ALESHIRE & WYNDER, LLP AND THE UPPER VENTURA RIVER GROUNDWATER AGENCY

This Agreement ("Agreement") is made and entered into effective this 1st day of April 2022, ("Effective Date") by and between ALESHIRE & WYNDER, LLP ("Attorney"), and the UPPER VENTURA RIVER GROUNDWATER AGENCY ("Client"). In this agreement, Attorney and Client are referred to individually as a "Party" and collectively as the "Parties."

AGREEMENT

1. **Services to be Rendered.** Attorney shall provide legal advice on contractual, statutory, regulatory, and any other legal matters. This advice will include, without limitation, reviewing contracts, meeting agendas and notices, providing legal opinions and resolutions, reviewing policies and procedures, generally supervising and coordinating litigation, or specialized legal advice, involving Client and special counsel retained to represent Client on a specific case or issue. If called upon, Attorney may advise the Client Board of Directors and its Chief Executive Officer/Administrator and staff on matters as requested, and represent Client, its officers and its employees in litigation in any of the courts of this state or federal court. Upon request, Attorney will also attend Client board meetings and closed sessions as legal advisor to Client.

2. **Client Duties.** Client shall provide such assistance, information, cooperation, and access to books, records, and other information as is necessary for Attorney to effectively and efficiently render its services under this Agreement to Client. Client shall comply with this agreement and timely pay Attorney's bills for fees, costs, and expenses in accordance with this Agreement. Payment will be net sixty (60) days from date of accepted invoice.

3. **Compensation.**

Attorney services performed by a Partner and Associate will be billed at a rate of \$204.00 per hour for the first 25 hours worked in a calendar month. When 25 hours are exhausted, we will bill Client at a rate of \$255.00 per hour for Partners, \$225.00 per hour for associates, \$102.00 per hour for Law Clerks and Paralegals. These rates will be adjusted annually using the cost-of-living index. The rates provided in this Agreement will be adjusted annually as measured by the Consumer Price Index for All Urban Consumers ("CPI-U") for the geographic region known as Los Angeles-Long Beach-Anaheim. At the start of the Client's fiscal year in July, 2023 and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the CPI-U rounded up to the nearest dollar for the twelve (12) month period published for the most recent month of May and counting backwards as shown by the U.S. Department of Labor provided, however, that such adjustment shall not be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Law Firm or Client can initiate

~~consideration of a further or alternative rate increase at any time. At the start of the Client's fiscal year in July and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living for the twelve (12) month period published for the most recent calendar year end, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in the Ventura County area provided, however, that such adjustment shall not be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Attorney or Client can initiate consideration of a rate increase at any time.~~

Expense Reimbursement.

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

4. Term. This Agreement shall be deemed in full force and effect as of the Effective Date and shall remain in effect until terminated as hereinafter provided.

5. Attorney Representations. Attorney makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

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

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

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

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

7. Insurance.

(a) ~~The Law Firm maintains Professional Liability insurance coverage that would apply to the services to be rendered under this Agreement. The policy limits of Law Firm's errors and omissions insurance coverage are \$3,000,000.00 per claim with a \$3,000,000.00 per aggregate policy term. Each Party represents it is self-insured for Professional Liability, General Liability, Automobile Liability and Workers' Compensation.~~

8. Termination. Either Party may at its election terminate this Agreement by providing the other part with written notice of said election. A Notice of Termination will be deemed effective thirty (30) days after personal delivery, or thirty-five (35) days after mailing by regular U.S. Mail, postage prepaid. In the event this Agreement is terminated by either Party, Attorney shall submit to Client a final status report on any pending matters and shall deliver to Client all files, memoranda, documents, evidence, exhibits, correspondence and other items generated in the course of performing this Agreement, within twenty-one (21) days after the effective date of any written Notice of Termination. Client may, upon making a good faith determination and if the best interests of Client so require, terminate this Agreement and suspend all further work by Attorney effective immediately upon personal delivery of a Notice of Termination to Attorney, at which time Attorney's obligations upon termination as above stated shall be performed by Attorney.

9. Ownership and Inspection of Files. All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the property of Client, and shall be returned to Client upon termination of this Agreement, except that Client shall have no right to obtain Attorney work product from Attorney except as otherwise provided by law. The provisions of this paragraph shall continue to survive after termination of this Agreement.

10. Notices. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as follows:

To Attorney: Keith Lemieux, Esq.
Aleshire & Wynder LLP
2659 Townsgate Road, Suite 226
Westlake Village, CA 91361

To Client: Bryan Bondy, Executive Director
Upper Ventura River Groundwater Agency
202 W. El Roblar Drive.
Ojai, CA 93023

The Parties may, if necessary, amend this Agreement to indicate a change of address by ten (10) days written notice to the other Party, said notice to be given in the manner above described. Nothing in this Agreement shall be construed to prevent or render ineffective delivery

of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed by either Party.

11. Entire Agreement. This document contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect, and all changes or modifications to this Agreement shall be made in and reduced to writing, duly signed and agreed to by both Parties.

12. Modification. This Agreement may be amended at any time by formal written agreement of the Parties.

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

14. Disputes. Any controversy or claim arising out of or relating to fees and costs incurred under this Agreement shall be resolved pursuant to the California Business and Professions Code section 6200 et seq. All other disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the State of California. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

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

The Parties have executed this Agreement as of the Effective Date.

Aleshire & Wynder,LLP

**UPPER VENTURA RIVER GROUNDWATER
AGENCY**

By: _____
Keith Lemieux
Its: Partner

By: _____

Its:

ATTORNEY RETAINER AGREEMENT

FOR AND BETWEEN OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP AND THE UPPER VENTURA RIVER GROUNDWATER AGENCY

This Agreement ("Agreement") is made and entered into effective this 9th day of April 2020, ("Effective Date") by and between OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP ("Attorney"), and the UPPER VENTURA RIVER GROUNDWATER AGENCY ("Client"). In this agreement, Attorney and Client are referred to individually as a "Party" and collectively as the "Parties."

AGREEMENT

1. Services to be Rendered. Attorney shall provide legal advice on contractual, statutory, regulatory, and any other legal matters. This advice will include, without limitation, reviewing contracts, meeting agendas and notices, providing legal opinions and resolutions, reviewing policies and procedures, generally supervising and coordinating litigation, or specialized legal advice, involving Client and special counsel retained to represent Client on a specific case or issue. If called upon, Attorney may advise the Client Board of Directors and its Chief Executive Officer/Administrator and staff on matters as requested, and represent Client, its officers and its employees in litigation in any of the courts of this state or federal court. Upon request, Attorney will also attend Client board meetings and closed sessions as legal advisor to Client.

2. Client Duties. Client shall provide such assistance, information, cooperation, and access to books, records, and other information as is necessary for Attorney to effectively and efficiently render its services under this Agreement to Client. Client shall comply with this agreement and timely pay Attorney's bills for fees, costs, and expenses in accordance with this Agreement. Payment will be net sixty (60) days from date of accepted invoice.

3. Compensation.

Attorney services performed by a partner and associate will be billed at a rate of \$200 per hour for the first 25 hours worked in a calendar month. When 25 hours are exhausted, we will bill Client at a rate of \$250 per hour for partners, \$225 per hour for associates, \$100 per hour for law clerks and paralegals. These rates will be adjusted annually using the cost of living index. At the start of the Client's fiscal year in July and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living for the twelve (12) month period published for the most recent calendar year end, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in the Ventura County area provided, however, that such adjustment shall not be lower than zero percent (0%) nor more than five percent (5%). In addition to the automatic increase, either Attorney or Client can initiate consideration of a rate increase at any time.

Expense Reimbursement.

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

4. **Term.** This Agreement shall be deemed in full force and effect as of the Effective Date and shall remain in effect until terminated as hereinafter provided.

5. **Attorney Representations.** Attorney makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

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

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

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

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

7. **Insurance.**

(a) Each Party represents it is self-insured for Professional Liability, General Liability, Automobile Liability and Workers' Compensation.

8. **Termination.** Either Party may at its election terminate this Agreement by providing the other part with written notice of said election. A Notice of Termination will be deemed effective thirty (30) days after personal delivery, or thirty-five (35) days after mailing by regular U.S. Mail, postage prepaid. In the event this Agreement is terminated by either Party,

Attorney shall submit to Client a final status report on any pending matters and shall deliver to Client all files, memoranda, documents, evidence, exhibits, correspondence and other items generated in the course of performing this Agreement, within twenty-one (21) days after the effective date of any written Notice of Termination. Client may, upon making a good faith determination and if the best interests of Client so require, terminate this Agreement and suspend all further work by Attorney effective immediately upon personal delivery of a Notice of Termination to Attorney, at which time Attorney's obligations upon termination as above stated shall be performed by Attorney.

9. Ownership and Inspection of Files. All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the property of Client, and shall be returned to Client upon termination of this Agreement, except that Client shall have no right to obtain Attorney work product from Attorney except as otherwise provided by law. The provisions of this paragraph shall continue to survive after termination of this Agreement.

10. Notices. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as follows:

To Attorney: Steven P. O'Neill, Esq.
Olivarez Madruga Lemieux O'Neill, LLP
4165 E. Thousand Oaks Blvd., Suite 350
Westlake Village, CA 91362

To Client: Bryan Bondy, Executive Director
Upper Ventura River Groundwater Agency
202 W. El Roblar Drive.
Ojai, CA 93023

The Parties may, if necessary, amend this Agreement to indicate a change of address by ten (10) days written notice to the other Party, said notice to be given in the manner above described. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed by either Party.

11. Entire Agreement. This document contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect, and all changes or modifications to this Agreement shall be made in and reduced to writing, duly signed and agreed to by both Parties.

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14. Disputes. Any controversy or claim arising out of or relating to fees and costs incurred under this Agreement shall be resolved pursuant to the California Business and Professions Code section 6200 et seq. All other disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the State of California. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

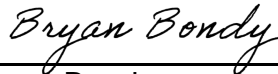
15. Waiver. No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The Parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall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

The Parties have executed this Agreement as of the Effective Date.

**OLIVAREZ MADRUGA
LEMIEUX O'NEILL, LLP**


By: _____
Keith Lemieux
Its: Partner

**UPPER VENTURA RIVER GROUNDWATER
AGENCY**


By: _____
Bryan Bondy
Its: Executive Director

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(a)

DATE: March 24, 2022

TO: Board of Directors

FROM: Executive Director

SUBJECT: Upper Ventura River Valley Basin Annual Report for Water Years 2020 and 2021

SUMMARY

Groundwater Sustainability Agencies (GSAs) are required to submit annual reports to the Department of Water Resources (DWR) by April 1 of each year following adoption of the Groundwater Sustainability Plan (GSP). The Upper Ventura River Valley Basin GSP reported data through the water year 2019; therefore, the first annual report includes data collected during water years 2020 and 2021.

The first annual report was prepared by Intera, Inc. in collaboration with the Executive Director to meet the regulatory reporting requirements (please see Background and Attachment A for more information). Section 3.6 of the annual report includes discussion of optional monitoring wells, pursuant to Board direction provided during the February 10, 2022 Board meeting.

The draft annual report is available for review at: https://uvrgroundwater.org/wp-content/uploads/2022/03/UVR-AR-Draft-3-18-22_Complete.pdf.

A detailed summary of the annual report is not being provided here because the period it covers was prior to GSP adoption. No major issues were identified during preparation of the annual report. The Executive Director will be happy to answer any questions about the report during the Board meeting.

RECOMMENDED ACTIONS

Approve the Upper Ventura River Valley Basin Annual Report for Water Years 2020 and 2021 for submittal to DWR.

BACKGROUND

After adopting a GSP, GSAs are required to submit annual reports to the DWR pursuant to §356.2 of the GSP Emergency Regulations each year by April 1. The annual report requirements are detailed in the excerpt of the GSP Emergency Regulations included in Attachment A and as summarized below:

- Executive summary
- Basin location map

- Description and graphical representation of the following data from the applicable water year:
 - Groundwater elevation data (contour maps and hydrographs)
 - Groundwater extractions from the Basin
 - Surface water supplies to the Basin
 - Total water use in the Basin
 - Change in Basin groundwater storage
- Description of progress toward implementing the Plan:
 - Status relative to sustainable management criteria
 - Implementation of projects or management actions

FISCAL SUMMARY

None.

ATTACHMENTS

A. GSP Emergency Regulations Excerpt

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ G. Shephard__ D. Engle__ S. Rungren__ V. Crawford__ E. Ayala__

ARTICLE 7. Annual Reports and Periodic Evaluations by the Agency

§ 356. Introduction to Annual Reports and Periodic Evaluations by the Agency

This Article describes the procedural and substantive requirements for the annual reports and periodic evaluation of Plans prepared by an Agency.

Note: Authority cited: Section 10733.2, Water Code.

Reference: Section 10733.2, Water Code.

§ 356.2. Annual Reports

Each Agency shall submit an annual report to the Department by April 1 of each year following the adoption of the Plan. The annual report shall include the following components for the preceding water year:

(a) General information, including an executive summary and a location map depicting the basin covered by the report.

(b) A detailed description and graphical representation of the following conditions of the basin managed in the Plan:

(1) Groundwater elevation data from monitoring wells identified in the monitoring network shall be analyzed and displayed as follows:

(A) Groundwater elevation contour maps for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.

(B) Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available, including from January 1, 2015, to current reporting year.

(2) Groundwater extraction for the preceding water year. Data shall be collected using the best available measurement methods and shall be presented in a table that summarizes groundwater extractions by water use sector, and identifies the method of measurement (direct or estimate) and accuracy of measurements, and a map that illustrates the general location and volume of groundwater extractions.

(3) Surface water supply used or available for use, for groundwater recharge or in-lieu use shall be reported based on quantitative data that describes the annual volume and sources for the preceding water year.

(4) Total water use shall be collected using the best available measurement methods and shall be reported in a table that summarizes total water use by water use sector, water source type, and identifies the method of measurement (direct or estimate) and accuracy of measurements. Existing water use data from the most recent Urban Water Management Plans or Agricultural Water Management Plans within the basin may be used, as long as the data are reported by water year.

(5) Change in groundwater in storage shall include the following:

(A) Change in groundwater in storage maps for each principal aquifer in the basin.

(B) A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year.

(c) A description of progress towards implementing the Plan, including achieving interim milestones, and implementation of projects or management actions since the previous annual report.

Note: Authority cited: Section 10733.2, Water Code.

Reference: Sections 10727.2, 10728, and 10733.2, Water Code.

§ 356.4. Periodic Evaluation by Agency

Each Agency shall evaluate its Plan at least every five years and whenever the Plan is amended, and provide a written assessment to the Department. The assessment shall describe whether the Plan implementation, including implementation of projects and management actions, are meeting the sustainability goal in the basin, and shall include the following:

(a) A description of current groundwater conditions for each applicable sustainability indicator relative to measurable objectives, interim milestones and minimum thresholds.

(b) A description of the implementation of any projects or management actions, and the effect on groundwater conditions resulting from those projects or management actions.

(c) Elements of the Plan, including the basin setting, management areas, or the identification of undesirable results and the setting of minimum thresholds and measurable objectives, shall be reconsidered and revisions proposed, if necessary.

(d) An evaluation of the basin setting in light of significant new information or changes in water use, and an explanation of any significant changes. If the Agency's evaluation shows that the basin is experiencing overdraft conditions, the Agency shall include an assessment of measures to mitigate that overdraft.

(e) A description of the monitoring network within the basin, including whether data gaps exist, or any areas within the basin are represented by data that does not satisfy the requirements of Sections 352.4 and 354.34(c). The description shall include the following:

(1) An assessment of monitoring network function with an analysis of data collected to date, identification of data gaps, and the actions necessary to improve the monitoring network, consistent with the requirements of Section 354.38.

(2) If the Agency identifies data gaps, the Plan shall describe a program for the acquisition of additional data sources, including an estimate of the timing of that acquisition, and for incorporation of newly obtained information into the Plan.

(3) The Plan shall prioritize the installation of new data collection facilities and analysis of new data based on the needs of the basin.

(f) A description of significant new information that has been made available since Plan adoption or amendment, or the last five-year assessment. The description shall also include whether new information warrants changes to any aspect of the Plan, including the