

**Fillmore and Piru Basins Groundwater Sustainability Agency
SPECIAL Board of Directors Meeting**

Thursday, January 11, 2018 - 5:00 p.m.

City of Fillmore City Hall, City Council Chambers
250 Central Avenue, Fillmore, CA 93015

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Public Comments

Members of the public may address the Board on any matter on the agenda or on any non-agenda item within the jurisdiction of the Board. No action will be taken by the Board on any non-agenda item. All comments are subject to a five-minute time limit.

4. Approval of Agenda

Motion

5. Director Announcements/Board Communications

6. Interim Executive Director Update

Information Item

The Interim Executive Director will provide an informational update on Agency activities since the previous Special Board meeting of December 4, 2017.

7. CONSENT CALENDAR

a. Approval of Minutes

Motion

Approval of the minutes from the Regular Board Meeting of October 30, 2017; Special Board Meeting of November 7, 2017; and Special Board Meeting of December 4, 2017.

b. Revised Resolution 2017-02 Adopting a Revised Conflict of Interest Code

Motion

Board to consider adopting the revised version of Resolution 2017-02 and approving the revised Conflict of Interest Code.

c. General Liability Insurance

Motion

Board to consider accepting the General Liability Insurance proposal presented by insureCAL Insurance Agency providing Professional Liability and Directors and Officers Insurance with \$1,000,000 policy aggregate limit; \$1,000,000 coverage for Public Officials Management; \$50,000 coverage for Defense Only non-monetary coverage; \$100,000 Defense only non-monetary coverage aggregate and \$25,000 Crisis Management coverage for a premium of \$1,955.24 per year

8. ACTION ITEMS

a. Confirmation of 2018 Regular Board Meeting dates and the rescheduling of the FPB GSA's Community Workshop and Boundary Modification Workshop

Motion

The Board shall review future dates for FPB GSA Regular Board meetings throughout 2018 and the rescheduling of the Community Workshop, postponed from December 6 due to the Thomas fire, and the postponed Boundary Modification Workshop which had been proposed for January 11, 2018.

b. Interview with Legal Firms

Motion

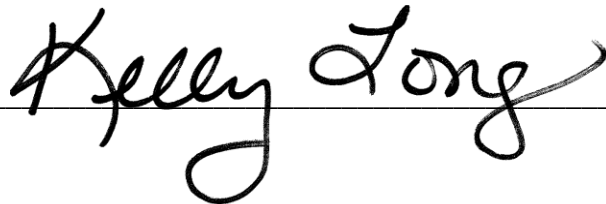
The Board shall interview the top three legal firm candidates nominated by the Ad Hoc Committee in consideration of one of the firms as the FPB GSA's legal counsel. The legal firms include McMurtrey Harsock and Worth; Olivarez Madruga Lemieux & O'Neill; and Young Wooldridge

ADJOURNMENT

The Board will adjourn to the next **Regular Board Meeting** on Monday, **January 29, 2018** or call of the Chair.

Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at UWCD's offices at 106 North 8th Street in Santa Paula during normal business hours.

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

Approved:  _____

Posted: (date) January 2, 2018 (time) 3:00 p.m. (attest) *Kris Sofley*
At: United Water Conservation District Headquarters, 106 No. 8th St., Santa Paula, CA

Posted: (date) January 2, 2018 (time) 3:15 p.m. (attest) *Kris Sofley*
At: Fillmore City Hall, 250 Central Avenue, Fillmore, CA

Posted: (date) January 2, 2018 (time) 3:30 p.m. (attest) *Kris Sofley*
At: <https://www.facebook.com/FPBGSA/>

**Fillmore and Piru Basins Groundwater Sustainability Agency
Special Board of Directors Meeting
December 4, 2017 – 6:00 p.m.**

**City of Fillmore City Hall, City Council Chambers
250 Central Avenue, Fillmore, CA 93015**

MINUTES

Directors in Attendance

Director Gordon Kimball
Director Kelly Long
Director Ed McFadden
Director Candice Meneghin
Director Glen Pace

Directors Absent

Director Carrie Broggie

Staff Present

Kris Sofley, interim executive director

Public Present

Tim Moore, UWCD
Tony Morgan, UWCD

1. Call to Order 6:08p.m.

2. Pledge of Allegiance

3. Public Comments

Chair Long noticed that the only public in attendance were Tony Morgan and Tim Moore of UWCD. She asked if there were any public comments. None were offered.

4. Interim Executive Director Update

Ms. Sofley reported that the County of Ventura IT Services team was already at work on the FPB GSA website, and she expected to have a beta version of the website for the Board to review at its January 2018 meeting. She also reported that the County of Ventura's Counsel had again rejected the FPB GSA's Resolution 2017-02 Conflict of Interest Code, so she would be revising and resubmitting the resolution and conflict of interest code at the next Regular Board meeting utilizing a template offered by the County of Ventura. Ms. Sofley also mentioned that Director McFadden had deposited \$51,300 into the FPB GSA's checking account.

Director McFadden thought the check was from the City of Fillmore, but Ms. Sofley explained that there had been some confusion at City Hall when the check from the County arrived in the mail. Even though the check was made payable to the Fillmore and Piru Basins Groundwater Sustainability Agency, the check was erroneously deposited into the City's bank account. When the error was caught, the City immediately issued a check to the FPB GSA in the amount of \$51,300, which is the check Director McFadden deposited.

Due to that confusion, Chair Long suggested that Ms. Sofley secure a post office box for the FPB GSA use for incoming mail. Ms. Sofley said she would take care of it.

Ms. Sofley also said that at the next regular Board meeting, she would present proposed meeting dates for 2018 for the Board's approval. The Interim Executive Director position still needs to be addressed as Mr. Morgan said he believed Ms. Sofley would not be available after January 1, 2018. Mr. Morgan also took the opportunity to remind the Board that the timeline for Boundary Modification had been changed in that submissions open in January and close in June. Ms. Sofley reminded the Board that the Boundary Modification Workshop was scheduled for Thursday, January 11 at 9am at the Veteran's Memorial Building in Fillmore.

5. UWCD In Kind Services and Reimbursement Agreement

Motion

Mr. Morgan asked that this item be tabled until the December 11, 2017, Regular Board meeting as issues regarding the Executive Director position and accounting services still needed to be worked out. Chair Long agreed to table the item until the December 11, 2017 meeting.

6. January - June 2018 Budget Considerations

Motion

The Board, in preparation of the December 6 Community (Budget) Workshop, being held from 9am to 11am at the Veteran's Memorial Building in Fillmore, reviewed a cash flow spread sheet initially prepared by Director Kimball and modified by Mr. Morgan. Mr. Morgan said the cash flow projection allowed for groundwater extraction fee adjustments every six months, if necessary, and was divided into two six month periods per year (Jan-Jun and Jul-Dec).

Chair Long suggested that, for the purpose of the Workshop, the cash flow spreadsheet include assumptions to justify the AF pumping fee for stakeholders. She also asked Mr. Morgan to include data as to the average groundwater extraction per basin based on the past 10 years.

Chair Long also asked Mr. Morgan to show the loan from Ventura County and zero it out when it's paid back in June 2018, just to insure transparency. Mr. Morgan explained that the spreadsheet also includes in-kind expenses under Administration Expenses and pulled some expenses out for the GSP Grant balance of \$79,000. Chair Long also asked Mr. Morgan to include a best estimate for lawyer costs. Director Kimball stated that of the \$79,000, \$24,000 is legal fees, which is about \$50,000 per year.

Director Pace asked that, since we're already into December, can the spreadsheet indicate actual expenses to date. Chair Long added that it should also include UWCD staff time, but cautioned that it should be an extremely frugal "best estimate" in order to help validate the \$10 AF fee in 2018 and 2019.

Mr. Morgan said that every year, as the budget is approved, pump charges can be adjusted but for the purpose of this estimate, pump charges are based on a low average of 50,000 AF.

Chair Long also reminded the Board that the first two years' Budget reflected building a reserve for the monitoring well costs, while Director Meneghin stated that the revenue reflected is only from rates and doesn't include other grants and outside funding sources.

Director McFadden said he thought the cash flow looked pretty good, starting steep but then tapering off after the groundwater model and monitoring wells come online.

Chair Long then asked the Board to review the draft agenda for the Community Workshop. Director Kimball suggested copies of the Stanford article on historical data and how UWCD's historical monitoring data is an advantage is preparing the GSP be distributed at the workshop to explain the advantages and benefits of having UWCD as a partner in the development of the GSP.

The draft agenda was reordered as follows:

1. Welcome – Chair Kelly Long
2. Board of Directors introduce themselves (name, brief bio, why involved, stakeholders representing)
3. SGMA Background – Tony Morgan (also include benefits provided by UWCD partnership in address SGMA requirements, historical data, AB3030, etc.)
4. Explanation of JPA – Directors McFadden and Kimball
 - Why UWCD, County of Ventura and City of Fillmore
 - What support each JPA member provides to FPB GSA
 - Expectations/Peer Reviews
 - How JPA impacts/affects FPB GSA
5. GSA Board activities to date – Chair Long
 - Meetings held
 - Accomplishments to date
 - Expectations for the year ahead

6. Proposition 1 Grant application – Tony Morgan
 - Work plan section from grant application and submitted on time! (hard copies available)
 - GSP development led by UWCD
 - Address skepticism, efficiencies in using UWCD history data (mention Stanford article)
 - Budget submitted with grant application (hard copies available)
 - Distribution of Funds available
 - Stress that grant award covers preparation of GSP NOT ongoing administrative costs of agency's operations.
7. Budget and Assessments – All Board Members
 - Powerpoint presentation Opening Slide showing
 - Significant Costs
 - Potential Grant awards (one already submitted, more potentially applied for)
 - Funding Options (JPA partners, outside partnerships/collaborations)
 - Extraction Fees/Assessments
 - Cash Flow Projection (hard copies available CLEARLY MARKED AS DRAFT ONLY NOT FOR DISTRIBUTION)
 - Contact Details slide
8. Discussion – led by Chair Long with full Board participation
 - Questions?
 - Comments/Concerns
 - Suggestions

7:05p.m. Short five minute recess is called as Board is notified of fire in Santa Paula, Director Kimball excused himself from the rest of the meeting.

Director McFadden stressed that the FPB GSA ensures that we govern our basins locally and keeps State agencies out of the local aquifer management. Director Pace agreed that local control should be reiterated as much as possible.

Director McFadden also said that the biggest question was going to be “why two monitoring wells?”

Chair Long asked all of the Directors to be prepared for the tough questions. Director Pace said Directors should be happy to take suggestions. Director Meneghin said she didn't want to give false hope, but there are many funding opportunities that haven't been explored yet and the Board should share those possibilities with the stakeholders.

Chair Long also asked Mr. Morgan if he could prepare maps to display in the workshop showing an aerial overview of pumping wells across the two basins and other pertinent information. She asked Ms. Sofley to insure there were comment cards and a sign in sheet and suggested badges for everyone would be a good idea to break the ice and be able to identify speakers.

The Board agreed that after the workshop, it would incorporate stakeholders concerns, comments and suggestions into its discussion of adopting a proposed Operating Budget for January 1 through June 30, 2018, and would move the motion to approve the proposed Operating Budget until a later date after the Workshop.

7. ADJOURNMENT 7:45p.m.

The Board will adjourn to the next **Regular Board Meeting** on Monday, **December 11, 2017** or call of the Chair.

I certify that the above are a true and correct copy of the minutes of the Special Board of Directors Meeting of December 4, 2017.

Attest: Kelly Long, Chair, Fillmore and Piru Basins Groundwater Sustainability Agency (FPB GSA)

Attest: Kris Sofley, Interim Executive Director, FPB GSA

**Fillmore and Piru Basins Groundwater Sustainability Agency
Special Board of Directors Meeting
November 7, 2017 – 6:00 p.m.**

**City of Fillmore City Hall, City Council Chambers
250 Central Avenue, Fillmore, CA 93015**

MINUTES

Directors in Attendance

Director Carrie Broggie
Director Gordon Kimball
Director Kelly Long
Director Ed McFadden
Director Candice Meneghin
Director Glen Pace

Staff Present

Kris Sofley, interim executive director

Public Present

Zoe Carlson, Dudek
Meredith Clement, Kennedy Jenks
Chris Collier, Western States Petroleum Association
Bill and Lynn Edmonds, One Step a la Vez
Lisa Emmert
Rachel Kimball Laenen, Fillmore and Piru Pumpers
Bill Lindsay, RWC
Tom Martinez, Homeowner
Tim Moore, UWCD
Tony Morgan, UWCD
Janey Munoz
Victoria Van Trees, Kentuck Trust

- 1. Call to Order 6:02p.m.**

- 2. Pledge of Allegiance**

3. Public Comments

Chair Long asked if any members of the public wanted to address the Board or provide a public comment. Several speaker cards were submitted to the Interim Executive Director.

Janey Munoz addressed the Board, stating that wanted to request that the Board voice its opposition to the Seneca Corporation's request for "aquifer exemption expansion" for its operations in the Sespe Oil Field, injection waste water deep into the aquifer in the Sespe area. She asked the Board to submit a letter of opposition to the Federal Environmental Protection Agency and DOGER (Division of Oil, Gas and Geothermal Resources).

Chris Collier, representing Western States Petrol Association, addressed the Board refuting Ms. Munoz's comments, stating that technical experts have reviewed the permit application and found no reason for concern.

Director McFadden asked for contact details to review the studies Mr. Collier discussed, and also requested any additional information that would help the Board make an informed decision, keeping in mind that the deadline for comments was the following day, November 8.

Director Broggie said there was a 160 page technical report that was reviewed by the City of Fillmore, which contributed to the City Council's unanimous vote (5-0) to draft a letter stating its opposition to expanding Seneca's aquifer exemption the night before.

Tony Morgan said there was a digital copy of a report filed by the Union of Concerned Scientists regarding groundwater which he would share with the Board.

Victoria VanTrees addressed the Board, stating her opposition to the Seneca drilling. She said that while DOGER says it's "kinda safe," to inject wastewater into the lower aquifer and that there is little risk of contamination, there are no guarantees that it won't happen. She asked the Board to stop this action because we can't afford to risk public resources.

Chair Long said that the Board would add the Seneca injection permit request to a future agenda for more in-depth discussion, but said unfortunately, the Board didn't have enough knowledge of the situation to make an informed decision this evening.

4. Interim Executive Director Update

Ms. Sofley reported that she was still pursuing quotes for general liability insurance for the agency and that the paperwork was successfully submitted and checks were ordered for the agency's Bank of Sierra checking account.

Tony Morgan asked the Board if it could move on to item 6, the report from the Ad Hoc Legal Committee has the agency's grant writer, Meredith Clement of Kennedy/Jenks, had been detained in traffic and hadn't arrived at City Council chambers yet.

Chair Long polled the Board and all agreed to reorder the items being addressed, moving on to the Ad Hoc Legal Committee report.

6. Report from Ad Hoc Legal Committee

Motion

Director McFadden reported that he and Director Meneghin reviewed and rated each of the five proposals received by the FPB GSA, based on rates, experience, proximity to the FPB GSA and other factors. The top three candidates are the law firms of McMurtrey Hartsock & Worth, Olivarez Madruga Lemieux & O'Neill, and Young Wooldridge.

The Board agreed to accept the Ad Hoc committee's recommendations, which didn't require a motion/vote. Director Meneghin suggested that the three candidate firms participate in an interview process that would allow 20 minutes for each interview and provide a 20 minute question and answer period for each candidate as well.

The Board agreed to schedule these interviews at the next Regular Board Meeting, now scheduled for December 11, but that the meeting start time should be at 5p.m. Chair Long tasked Ms. Sofley with notifying the three candidates as to the date, time and format for the interviews.

Tony Morgan offered to prepare suggested questions for the Board to use as it wished, based on the questions and format recently used by UWCD in interviewing its legal counsel candidates. Director McFadden agreed that the questions and format used by UWCD was good and effective.

Director Kimball asked Ms. Sofley if she would circulate the dates, times and locations of the Board's various meetings and workshops in December and January, as discussed at the previous meeting. Ms. Sofley said she would circulate an email to the Board with all of the meeting and workshop dates voted on and confirmed at the October 30 Board meeting.

Meredith Clement of Kennedy/Jenks arrived during the Board discussion of the Ad Hoc committee recommendations.

5. Review and Approve Grant Application for the Proposition 1 Groundwater Sustainability Grant Program

Motion

Mr. Morgan had shared the draft grant application with Directors in advance of the meeting and had received comments from a couple of the Directors.

Director McFadden asked Mr. Morgan to explain the purpose of “nesting” test wells, which Mr. Morgan explained as the placement of one well, but with a number of pipes at varying depths, to measure shallow water (less than 75’ deep) versus deeper aquifer measurement and the impact of the groundwater management plan on those various elevations. Mr. Morgan also said there are “cluster” wells, more than one well in close proximity, which requires more drilling and is therefore more expensive than the nesting approach.

Director Broggie asked Mr. Morgan if that type of monitoring had been done in the Fillmore Basin before. Mr. Morgan said that type of monitoring had not been used in the Fillmore Basin before. The decision before the board, as far as the grant application goes, was whether to include the monitoring wells, and reminded the Board that it had the option of looking at the scope of the project and negotiating the dollar amount based on the number of monitoring wells used. Director Broggie said the purpose of the GSP was to ensure groundwater sustainability and knowing the impact of pumping is a key piece of information, asking if there was any other way other than monitoring wells to garner this information. Mr. Morgan said no, not really.

The discussion moved on to groundwater model development and Director McFadden asked why the FPB GSA should fund something already in progress by UWCD. Mr. Morgan explained that the UWCD groundwater model exceeds the scope of the GSA in forecasting future conditions and pumping impact. Director Pace asked if all of the UWCD rate payers – Santa Paula, Oxnard Plain – were paying a pro-rated share of the groundwater model development or was it being funded by the grant application.

Mr. Morgan said roughly a quarter to a third of the cost from rate payers, and three quarters of the development costs were funded by the State's Department of Water Resources (DWR).

Chair Long asked if the grant included information regarding the disadvantage communities included in the Fillmore and Piru basins which would have an impact on the amount of match funding required by the FPB GSA. Mr. Morgan said that information was being included and could reduce the matching funds to as low as 27 percent of the grant award.

Director Kimball asked if the FPB GSA funds the groundwater model, would it own all or part of the model or does UWCD own it and charge the FPB GSA for its use.

Director Meneghin stated that since the government is actually funding the groundwater model development there is no ownership. Mr. Morgan agreed stating that it was not proprietary if a public agency used public funds to develop the model.

Mr. Morgan recapped that for the grant application, the FPB GSA's Groundwater Sustainability Plan (GSP), included four monitoring wells and a cost share at 27 percent, instead of the typical 50 percent, due to disadvantage communities being served by the GSA.

Director Meneghin asked if the model was co-funded by UWCD and the participating GSAs or was the FPB GSA grant funding a new portion of the model.

Mr. Morgan said there is a new model for the basins, separate from the USGS and the UWCD Board made the decision to carry the burden for modeling on the Oxnard Plain while the Mound Basin is paying for costs of its modeling through its grant.

Chair Long explained that the reason the Board was asking so many questions about the grant application was that the Directors know the public will be asking them the same questions and the Board wants to be certain that the money it is requesting in the grant is what is really needed, and asked if the GSA needs monitoring wells.

Director Meneghin said that while the rate per acre foot proposed could be cheaper if there were no monitoring wells, but that by adding the monitoring wells the GSA would have more valuable information as to the impact on aquifers as well as on endangered

species and that the economic depressed areas will offset the matching funds and all of that combines to make the grant request more competitive.

Director Kimball said the grant didn't say any of that. Director Pace asked if two monitoring wells would be enough for two large basins. Mr. Morgan responded that the wells were designed only for basin boundaries between Fillmore and Piru and between Fillmore and Santa Paula.

Director Meneghin mentioned a UCSB study, and reminded the board that there is also funding available from other sources and that the costs shouldn't all be placed on the pumpers. She suggested that at a later stage the FPB GSA could bring in partners and other funding mechanisms to help with the costs.

Chair Long said the grant didn't state information regarding the importance of monitoring regarding endangered species or groundwater interdependence. She recapped that the Board had discussed the work plan, the budget and timeline and asked the Directors if there were any other items that needed to be discussed to ensure that the grant application contained everything required to meet the FPB GSA needs.

Director Kimball asked the Board to consider stakeholder confidence, and that funding for an outside consultant to review United's work could assure stakeholders that everything was fair, open and equitable.

Mr. Morgan responded that technical and peer review panels were not unusual. He also reminded the Board that the application had to be submitted by November 13 and that there is some ability to negotiate regarding rank, and award and the percentage of matching funds.

Ms. Clement said that there is some flexibility and peer review is good, all of the Board's suggestions are within the scope of work. She stated that she intentionally keeps the application general so as not to commit to tasks that may want to be changed once work begins. Mr. Morgan also said that if you don't need a portion of the grant award, the GSA can give it back.

Director Kimball said that 75 percent of the funding to do the model, not required pumpers to pay for that was good and seeking new funding sources is also the right thing to do. He also thought it was good for the FPB GSA to negotiate for services provided.

Chair Long added that the FPB GSA wants everyone to feel comfortable with easements, support and budget for obtaining a GSP.

Mr. Morgan reminded the Board that the grant shouldn't reach too far and be obligated to deliver and complete tasks that are beyond the scope of the GSP.

Director Meneghin asked if Ms. Clement had included information on the ecological impact and if the plan will know when triggers for negative impact are reached or whether the plan will identify triggers impacting Groundwater Dependent Ecosystems (GDE).

Mr. Morgan said The Nature Conservatory guidelines are a good framework for evaluating steps to go through in evaluating GDE.

Director Meneghin said while the FPB GSA is developing its sustainability plan, is there money to include biological assessment of natural springs and water habitats and wondered if all of the areas' springs were included. Mr. Morgan said no, to which Director Meneghin replied that the grant doesn't have the information needed as it should include monitoring spring vegetation, wetlands, it's all part of what is needed to assess groundwater impact and has to be funded.

Mr. Morgan said that the GSP guidelines don't go into that level of detail. Whatever plan the agency puts forward, it's the Board's decision based on if it is significant or unreasonable and then what can be done about it.

Director Pace said that the FPB GSA doesn't have the staff or the budget available for that level of technical expertise and asked if UWCD staff could answer those questions and guide the FPB GSA. Mr. Morgan said yes. Director Pace said groundwater guys versus biologist. Chair Long said the grant application should look at the area as a whole. Director Pace asked if the grant was all encompassing or more simplified, what would the impact be.

Mr. Morgan said he wanted to distinguish between significant and unreasonable impact as long as it gets to *sustainable* guided by technical impact. Chair Long asked if a little money were added to cover that option and Director McFadden added if the grant could be tweaked.

Director Meneghin said there are seven steps identified, identifying springs, the effect, assessment, no groundwater development on estuary assessment. Implement money to do this properly. Director McFadden said it depends on how much grant funding the FPB GSA gets. Chair Long asked how many hours it would take to map the areas of concern.

Mr. Morgan said The Nature Conservancy could be prevailed upon and ask them to help with baseline work using its technical experts.

Director Meneghin reiterated the need for assessment for monitoring pockets of steelhead habitat, NOAA and Fish and Wildlife sustainability goal.

Director Broggie said there is a line item strictly for what Director Meneghin is talking about, so enter X amount of money for 20 hours to identify GDEs and adjust later after the FPB GSA knows the award amount.

Ms. Clements again stated that the grant application was developed so that the FPB GSA could shift money around to cover tasks. DWR mechanism providing for maps but it is very broad in purpose. She cautioned the Board that this could become a miserable process if it is too detailed. Some flexibility is designed into the application and that she has tried to do that within the structured work plan.

Chair Long said that language is woven into the plan but don't add a dollar amount specifically. Use the budget as is as fluctuation is built in. Director Meneghin said that some of this is not included in the scope of work. Ms. Clements said that every dollar goes to cost share so it needs to be reasonable.

Director Kimball asked if it could include a survey identifying GDE in the description. Director Pace asked if that would be \$10,000 to \$20,000 or \$100,000 – just a gut feel. Director Meneghin said for the information it could be \$80,000 to \$100,000 for an initial assessment of actual late sustainable flows, triggers and thresholds. Director McFadden asked that the budget not be changed. Chair Long reminded that pumpers, ecosystems, UWCD and the City were all involved.

Mr. Morgan than said it is his last request for outstanding letters of support for inclusion in the grant application.

Director Meneghin said she wants to see that comments have been incorporated into grant proposal. Chair Long asked Ms. Clements if there was any way to summarize Director Meneghin's comments and send that version of the grant application out to all of the Board so each Director would have the latest version of the grant application. She then asked Director Meneghin if she wanted to see the revised grant proposal before submitting the environmental groups' letter of support.

Director Pace asked about the inter-basin agreements and Mr. Morgan said that would be covered later during a basin boundary modification workshop. Director Kimball asked about the development of the FPB GSA bylaws and GSP bylaws. Mr. Morgan said the development of bylaws are reimbursable from DWR.

Chair Long reiterated that the proposal was going with two monitoring wells, not four, and then asked the Board if they had any additional questions or comments.

Ms. Clements said she would follow-up with Mr. Morgan regarding the schedule for monitoring wells in place to do management actions. She also said that the grant application needs data and to have some flexibility in schedule.

Mr. Morgan reviewed things on the schedule to modify.

Chair Long commended Ms. Clements for the work already done. Director Kimball also thanked Ms. Clements for her efforts in turning the proposal around in such a short time and that he and the rest of the Board really appreciate her efforts.

Chair Long said it was a good first pass, combining all the different angles and that her passion for this is evident and she also thanked Ms. Clements again.

Director Kimball than said that the he wanted to insure the grant reflected the Board's best efforts so that Director Meneghin could get her letter of support and wondered if the GED survey and ecosystem monitoring could be woven into the narrative of the grant proposal and the Board could work on the budget appropriations accordingly.

Director Meneghin asked how it would meet the identifying requirements. Chair Long asked for help in figuring out how much it would costs to do that.

7. ADJOURNMENT 7:39p.m.

The Board adjourned to the next **Regular Board Meeting** on Monday, **December 11, 2017** or call of the Chair.

I certify that the above are a true and correct copy of the minutes of the Special Board of Directors Meeting of November 7, 2017.

Attest: Kelly Long, Chair, Fillmore and Piru Basins Groundwater Sustainability Agency (FPB GSA)

Attest: Kris Sofley, Interim Executive Director, FPB GSA

ATTENDANCE SHEET/CONTACT INFORMATION

MEETING DATE: November 7, 2017 6p.m.

Name: ZOE CARLSON
Organization: DUDEK
Phone: 520 401-7689
E-mail: ZCARLSON@DUDEK.COM

Name: Bill Lindsay
Organization: BWC
Phone: 805 625 1144
E-mail: wmg Lindsay@gmail.com

Name: Tom Martine's
Organization: Home Owner
Phone: 805-625-7014
E-mail: _____

Name: Bill Lynn Edmonds
Organization: One Step a la Vez
Phone: 805-907-6576
E-mail: _____

Name: Meredith Clemes
Organization: Kennedy Jenk
Phone: 805 973 2578
E-mail: MeredithClemes@Kennedyjenks.com

Name: _____
Organization: _____
Phone: _____
E-mail: _____

Name: _____
Organization: _____
Phone: _____
E-mail: _____

Name: _____
Organization: _____
Phone: _____
E-mail: _____

**Fillmore and Piru Basins Groundwater Sustainability Agency
Board of Directors Meeting**

October 30, 2017 - 6:00 p.m.

**City of Fillmore City Hall, City Council Chambers
250 Central Avenue, Fillmore, CA 93015**

MINUTES

Directors in Attendance

Director Carrie Broggie
Director Gordon Kimball
Director Kelly Long
Director Ed McFadden
Director Candice Meneghin
Director Glen Pace

Staff Present

Kris Sofley, interim executive director

Public Present

Rebecca August, Los Padres Forest Watch
Chris Collier, WSPA
Logan Hardison, La Pedrera LLC
Martin Hernandez, Supervisor Kelly Long's office
Doug Legan, Legan Ranch Co.
Bill Lindsay, RWC
Tim Moore, UWCD
Tony Morgan, UWCD
Rachel Kimball Laenen, Fillmore and Piru Pumpers

1. Call to Order 6:00p.m.

2. Pledge of Allegiance

3. Public Comments

Chair Long asked if any members of the public wanted to address the Board or share public comment, none were offered.

4. Approval of Agenda

Motion

Motion to approve the October 30, 2017 agenda as submitted, Director Broggie; Second, Director McFadden. Voice Vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.

5. Director Announcements/Board Communications

Each of the Directors shared their activities and attendance at various meetings and gatherings which may have an impact on or be of interest to the FPB GSA.

6. Interim Executive Director Update

Information Item

The Interim Executive Director reported that, as directed by the Board, she was still pursuing insurance coverage quotes. She also reported that a checking account with Bank of the Sierra had been established for the FPB GSA, with Director McFadden serving as the primary signature on the account and Director Long as the second signature. She also received unsolicited information on EQuS Environmental Data Management Software, used for preparation of groundwater sustainability plans (GSPs), through Director Long. Mr. Morgan commented that he was familiar with the software.

7. INFORMATION ITEMS

A. Update on RFP for Legal Services

Information Item

Interim Executive Director provided a progress report on Agency's Request for Proposal for Legal Services, adding that of the 18 requests for proposals that were distributed, five firms had responded by the deadline. Director Broggie asked if the Ventura County Bar Association had been contacted regarding the RFP, Ms. Sofley said that she had not contacted that organization, but culled lists from the Association of California Water Agencies Legal Committee members and the Department of Water Resources list of legal firms as well as from previous research conducted for legal representation by the United Water Conservation District. She reported that she eliminated any obvious conflicts of interest (legal firms representing UWCD, Ventura County, Santa Paula, etc., as well as those too far from Fillmore. Ms. Sofley also provided hard copies of each of the five proposals to the Directors.

It was agreed by the Board that Director McFadden and Director Meneghin would form an ad hoc committee to review the proposals and bring their recommendations back to the board for discussion. Director McFadden advised the Board that he would not be available for the November 16 Board meeting. Several Directors had scheduling conflicts for the November meeting, and agreed to discuss meeting dates during Agenda item 9F.

B. Brown Act, Rosenberg's Rules of Order and Other Important Information **Information Item**

Director Long introduced Clerk of the Board for Ventura County Board of Supervisors Brian Palmer, who presented an overview of the Brown Act by reviewing points published in Rosenberg's Rules of Order (copies of which were distributed to the Board) and other important information and guidelines for public meetings. He also stated that these resources could be helpful in developing the FPB GSA's Bylaws and also highly recommended that legal counsel be present at all of the Board's future meetings to ensure against any potential concerns regarding Brown Act compliance.

8. CONSENT CALENDAR

A. Approval of Minutes

Motion

Motion to approve the minutes from the Board Meeting of September 18, 2017, Director McFadden; Second, Director Long. Director Broggie abstained from voting as she was not in attendance at the September 18, 2017, Board of Directors Meeting. Roll call vote: five ayes (Kimball, Long, McFadden, Meneghin, Pace), none opposed. Motion approved five/zero.

9. ACTION ITEMS

A. Ventura County Cash Advance Agreement

Motion

Director Long reported that she was successful in securing a cash advance from the County of Ventura in the amount of \$51,300 to be used for basic operation start-up costs until the FPB GSA began generating revenue. The agreement with the County of Ventura calls for the FPB GSA to repay the advance in full and including interest at the prevailing Local Agency Investment Funds (LAIF) rate by June 30, 2018. Director Kimball added that this cash advance was like a line of credit which the FPB GSA could draw against as needed, which he believed would help reduce interest amounts on the funding.

Motion to approve and sign a Cash Advance Agreement with the County of Ventura on behalf of the Fillmore and Piru Basins Groundwater Sustainability Agency, Director Broggie; Second, Director Meneghin. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion passes six/zero.

B. Website design and hosting County of Ventura Information Technology Services Department

Motion

Director Long had reached out to the County of Ventura Information Technology Services Department for website design, construction and hosting services creating the Fillmore and Piru Basins Groundwater Sustainability Agency website, and received an estimate for building and hosting the website, staff training for posting to the website was also included in the estimate of \$1,800 for website construction and training; plus an addition \$183.60 annual hosting fee payable to wphostingspot.com (recommended by the ITS Department). Director Broggie said she was very familiar with the VC IT Services department's work and said they were both very fast and very helpful.

Motion to approve the quote of \$1,983.60 and hire County of Ventura IT Services Department to build a website and to hire wphostingspot.com to host the site for a year on behalf of the Fillmore and Piru Basins Groundwater Sustainability Agency as presented, Director Meneghin; Second, Director Kimball. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.

C. Revised Resolution 2017-02 Conflict of Interest Code

Motion

The submission of Resolution 2017-02 adopting a Conflict of Interest Code was rejected by the County of Ventura Counsel. Interim Executive Director made changes to the Resolution and to the Conflict of Interest Code in response to Counsel's comments. That revised Resolution 2017-02 and amended Conflict of Interest Code is now being presented for Board approval and adoption.

Motion to approve and adopt the revised Resolution 2017-02 and amended Conflict of Interest Code on behalf of the Fillmore and Piru Basins Groundwater Sustainability Agency as presented, Director Kimball; Second, Director Broggie. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.

D. Resolution 2017-03 Proposition 1 Groundwater Sustainability Grant Program

Motion

The Board discussed various elements within the Proposition 1 Groundwater Sustainability Grant submission, including the need for letters of support from the City of Fillmore, Waring Water, Piru Basin Pumpers Association, Fillmore Basin Pumpers Association and a letter of support from the Environmental groups that comprise the coalition represented by Director Meneghin. Director Long also said she was seeking a letter of collaboration with the Santa Clarita Valley GSA for inclusion with the FPB GSA grant submission. There was also discussion about amending the scope of work outlined in the grant submission. Martin Hernandez suggesting approving the Resolution to *apply* for the grant now, and then the Board can review and accept the terms of the grant later when it has been awarded. Director Long added that the Board could review the grant application and forward comments to Ms. Sofley, who could collect comments and share them with the grant writer. Mr. Morgan reminded the Board that the discussion would need to occur prior to November 7 as the DWR turnaround was tight, as the goal for submitting the application was November 13.

Motion to approve and adopt Resolution 2017-03 authorizing the submission of the California Department of Water Resources Proposition 1 Groundwater Sustainability Plan Grant application on behalf of the Fillmore and Piru Basins Groundwater Sustainability Agency as presented, Director McFadden; Second, Director Pace. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carried and Resolution 2017-03 adopted six/zero.

E. Cost Reimbursement Agreement with United Water Conservation District

Motion

The Board discussed various in-kind services that could or would be provided to the FPB GSA by the United Water Conservation District, including hiring of staff through UWCD (sub-contracting and/or part time employees) for such positions as executive director for the agency, bookkeeping, and billing/receivables in addition to the cost of the Prop 1 Grant preparation. Director McFadden stated that he thought working with UWCD would provide

cost efficiencies and suggested that if UWCD was providing in-kind services and the County of Ventura provided a cash advance, the City of Fillmore could provide an executive director.

Director Broggie said she didn't have a complete understanding of the scope of work and what exactly was being provided by each entity. Mr. Morgan said UWCD could provide accounting services but he would like to readdress this with the UWCD GM and Board of Directors and bring this back to the FPB GSA Board at a later date. The Directors agreed to readdress this motion and agreement with UWCD at a later meeting.

Future Workshop and Meeting Dates

Motion

The Board discussed and reviewed potential scheduling dates for Special Board Meetings, Community Workshops and other meetings and addressed each meeting date as a separate motion item as follows:

1. Motion to approve a Special Board Meeting to review and approve Prop 1 DWR Grant application be held on November 7 at 6pm, Director Broggie; Second, Director McFadden. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.
2. Motion to select the top three firms from the recommendations of the Ad Hoc Legal Committee and invite those candidates to participate in an interview before the Board of Directors at the next Regular Board Meeting, rescheduled for Monday, December 11 at 5pm, Director Broggie; Second, Director Meneghin. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.
3. Motion to schedule a Special Board Meeting to discuss and prepare for the Community (Budget) Workshops on Monday, December 4, at 6pm; and to schedule, promote and send letters of invitation and post public notices in local newspapers for a FPB GSA Community (Budget) Workshop to educate the public and solicit public opinion on rate charges and the January-June 2018 Budget for the FPB GSA on Wednesday, December 6 at 9am at the Veteran's Memorial Building in Fillmore, Director McFadden; Second, Director Broggie. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.
4. Motion to schedule a FPB GSA Basin Boundary Modification Workshop, and to promote and invite the general public and post public notices of the meeting date of Thursday, January 11, at 9am at the Veteran's Memorial Building in Fillmore, Director Broggie; Second, Director McFadden. Voice vote: six ayes (Broggie, Kimball, Long, McFadden, Meneghin, Pace); none opposed. Motion carries six/zero.

ADJOURNMENT 8:36p.m.

The Board will adjourn to the next **Regular Board Meeting** on **Monday, December 11, 2017** or call of the Chair.

I certify that the above are a true and correct copy of the minutes of the Board of Directors Meeting of October 30, 2017.

Attest: Kelly Long, Chair, Fillmore and Piru Basins Groundwater Sustainability Agency (FPB GSA)

Attest: Kris Sofley, Interim Executive Director, FPB GSA

FILLMORE AND PIRU BASINS
GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS MEETING
City of Fillmore - City Council Chambers
250 Central Avenue, Fillmore, CA 93015

ATTENDANCE SHEET/CONTACT INFORMATION

MEETING DATE: October 30, 2017 6p.m.

Name: Tim Moore

Organization: UWCD

Phone: _____

E-mail: _____

Name: Chris Collier

Organization: WSPA

Phone: 805-766-4444

E-mail: chris@finconstrategies.com

Name: Logan Harrison

Organization: La Pedregal, LLC

Phone: 525-4059

E-mail: loganharrison@yahoo.com

Name: Bill Lindsay

Organization: RWC

Phone: 805 625-1144

E-mail: wmgilindsay@gmail.com

Name: _____

Organization: _____

Phone: _____

E-mail: _____

Name: Rebecca August

Organization: Los Padres Forest Watch

Phone: 805 350-0629

E-mail: rebecca@LPFW.org

Name: Doug Lyban

Organization: Lyban Pump Co

Phone: 805 3029897

E-mail: DG@LYBAN.COM

Name: _____

Organization: _____

Phone: _____

E-mail: _____

FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY

Item No.7B

DATE: January 11, 2018

TO: Board of Directors

SUBJECT: Revised Resolution 2017-02 Adopting Revised Conflict of Interest (Motion)

SUMMARY

After approving and submitting a Resolution adopting a Conflict of Interest (COI) code based on other GSA's language, the language used was rejected by Ventura County's Counsel. Ventura County's Deputy Clerk of the Board provided the County's template Resolution and Conflict of Interest Code, which has been personalized for the Fillmore and Piru Basins Groundwater Sustainability Agency and is attached for the Board's review and consideration.

RECOMMENDED ACTION

Adopt the revised Resolution 2017-02 and revised Conflict of Interest code.

BACKGROUND

The Joint Exercise of Powers Agreement ("JPA Agreement") requires that the Agency adopt a local Conflict of Interest (COI) code pursuant to the schedule and provisions described below.

Section 8.5 of the JPA Agreement requires the Board of Directors to adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, et seq.) at the first meeting following the appointment of the Stakeholder Directors.

The Interim Executive Director compiled examples of COIs approved by or being considered by other GSAs for the Board to consider as templates in the development of a COI for this Agency. These examples of COIs from other Groundwater Sustainability Agencies were used to draft a Resolution and Conflict of Interest Code which was then approved by Board and submitted by the Interim Executive Director to the County Board of Supervisors for its approval. The submission was rejected by Ventura County's Counsel twice.

The County's Deputy Clerk of the Board provided a template for the Resolution and COI which is offered by the County. The template was personalized to reflect the designated positions and disclosure categories in Exhibit A and in the Appendix. This is the Revised Resolution 2017-02 and Conflict of Interest Code presented with this staff report.

It should also be noted that the FPB GSA Board of Directors filed Form 700 Statement of Economic Interests which have been accepted by the County.

FISCAL SUMMARY

There was no fiscal impact from this item.

Item No.7B

DATE: January 11, 2018

Page 2

Proposed Motion:

“Motion to approve and adopt Revised Resolution 2017-02 and the Revised Conflict of Interest Code as presented,”

1st: Director _____

2nd: Director _____

Voice/Roll call vote:

Director Broggie:

Director Kimball:

Director Long:

Director McFadden:

Director Meneghin:

Director Pace:

**REVISED RESOLUTION 2017-02 OF THE
FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY
ADOPTING A CONFLICT OF INTEREST CODE**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the **Fillmore and Piru Basins Groundwater Sustainability Agency**, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the **Fillmore and Piru Basins Groundwater Sustainability Agency**. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Clerk of the Ventura County Board of Supervisors' Office which shall be the Filing Officer.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

APPROVED AND ADOPTED this ____ day of _____, 2018:

By: _____

Print Name: Kelly Long

Title: Chair of the FPB GSA Board

EXHIBIT A – DESIGNATED POSITIONS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)
	Board of Directors	1
	Alternate Directors	1
	Executive Director	1
	Agency General Counsel	1
	Treasurer	1
Consultants ¹		

¹ The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

**APPENDIX - DESIGNATING OFFICIALS WHO
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])

FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY

Item No. 7.C

DATE: January 11, 2018
TO: Board of Directors
SUBJECT: General Liability Insurance - Information

SUMMARY

Brandi LoForti, an Insurance Advisor representing insureCAL Insurance Agency, has submitted a proposal for insurance that offers Professional Liability and Directors and Officers Insurance (with \$1,000,000 policy aggregate limit; \$1,000,000 coverage for Public Officials Management; \$50,000 coverage for Defense Only non-monetary coverage; \$100,000 Defense only non-monetary coverage aggregate and \$25,000 Crisis Management coverage) for a premium of \$1,955.24 per year. They won't offer General liability until the FPB GSA has office space that it pays rent for. Ms. LoForti says that at this time in the agency's development, she believes the agency requires Professional Liability and Directors and Officers, rather than General Liability. The Professional will take care of potential law suits that may be brought by the decisions made and/or implemented by the board. The directors and officers liability insurance will protect the board from being sued personally for these decisions. The EPL is part of the package, which will cover employees when they are hired, and is not removable.

RECOMMENDED ACTION

Board would agree to sign and accept the General Liability Insurance Proposal from insureCAL insurance agency and pay the annual premium amount of \$1,955.24.

BACKGROUND

In accordance with item 15.4 of the Joint Exercise of Powers Agreement ("JPA Agreement"), the Board of Directors shall obtain, and maintain in effect, appropriate liability insurance to cover the activities of the Agency's Directors and staff in the ordinary course of their duties. To that end, the interim executive director has requested quotes for General Liability and Directors and Officers Liability coverage from two different insurance providers.

As directed by the Board at the August 28, 2017 meeting, Interim Executive Director requested quotes for General Liability and Directors and Officers Liability coverage from different insurance providers.

The California Association of Non Profits (CalNonprofits), recommended by Deborah Jackson (Brokaw Nursery) of the Fillmore Pumpers Association, declined to quote after reviewing the FPB GSA's lengthy application.

JPIA, affiliated with Association of California Water Agencies (ACWA), required ACWA Affiliate Membership (due to the three non-public entities on the board the GSA would have to apply for Affiliate membership), for eligibility for the JPIA insurance and would require a three year commitment. As ACWA is reaching out to GSAs with a special membership promotion, they are offering a 50 percent

Item No. 7.C

DATE: January 11, 2018

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discount for the first year's membership (\$375 less discount equals \$187.50 for 2018); a 25 percent discount for the second year's membership (\$375 less discount equals \$281.25); and the third year at full price (\$375.). This is based on a base of \$750 as the GSA doesn't have two years of previous revenue to base the membership fee on. Because none of the GSA's member director entities have General Liability Insurance with JPIA, they have declined the FPBGSA's request for coverage.

California Special District Association's annual dues for Associate membership (as there are non-public organizations included in the FPB GSA Board, the agency would have to register as an Associate member) are \$1231 per year and could increase in 2018. CSDA's insurance partner, SDRMA, does offer General Liability Insurance of, on average, \$1400 per year, and requires a three year commitment. Joining the CSDA does not guarantee acceptance by the SDRMA for insurance coverage however.

FISCAL IMPACT:

The fiscal impact from this item would be \$1,955.24 for one year's insurance coverage.

Attachment: A

Proposed Motion:

"Motion to approve and sign the insureCAL insurance agency proposal for General Liability Insurance Coverage in the amount of \$1,955.24 per year, on behalf of the Fillmore and Piru Basins Groundwater Sustainability Agency,"

1st: Director _____ 2nd: Director _____

Voice/Roll call vote:

Director Broggie: Director Kimball: Director Long: Director McFadden:
Director Meneghin: Director Pace:

insureCAL Insurance Agency

1065 Colorado Ave Ste 5

Turlock, CA 95380

Office: 209.250.0269 - Fax: 209.633.5799

CA# 0K05980 | TX# 1985110 | NV# 3136704

OR# 100281464 | WA# BUS916989 | AZ# 1148551

General Liability Insurance Proposal

Thank you for the opportunity to present this proposal. Please let us know if you have any questions or if you would like to see other options available.

- Applicant Name: Fillmore and Piru Basins Groundwater sustainability Agency
- Address: 250 Central Ave Fillmore CA 93015
- Policy Type: Professional Liability, Directors & Officers, EPL
- Carrier: Indian Harbor Insurance Co. AXV
- Presented By: Brandi LoForti

Coverage's:

\$1,000,000 - Policy Aggregate Limit

\$1,000,000 - Public Officials Management

\$50,000 - Defense Only Non Monetary Coverage

\$100,000 - Defense Only Non Monetary Coverage Aggregate

\$25,000 - Crisis Management

Premium = \$1955.24/year

No coverage is bound until accepted & approved by the insurance carrier. Rates are subject to change upon receipt of completed applications. Signatures on the applications and the Quotation are only good for 30 days. The terms & conditions offered may differ from what has been requested.

Signature

Date

IN WITNESS

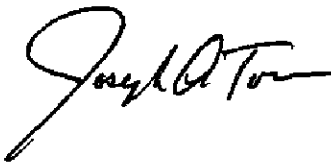
INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

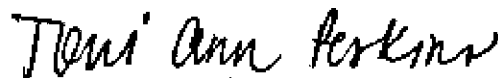
It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph Tocco
President



Toni Ann Perkins
Secretary

ENDORSEMENT NO. _____

**DELETE INSURING AGREEMENT ITEM 2. EMPLOYMENT PRACTICES LIABILITY
AND THIRD PARTY LIABILITY COVERAGE**

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

Section **A. INSURING AGREEMENTS**, Item 2. Employment Practices Liability and Third Party Liability Coverage, is deleted in its entirety. All references to **INSURING AGREEMENTS**, Item 2. Employment Practices Liability and Third Party Liability and the terms and conditions applicable thereto are deleted from the Policy, with the exception of any terms and conditions that are applicable to any other coverage under this Policy that remains in effect.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)

PUNITIVE DAMAGES EXCLUDED

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

Section **E. DEFINITIONS**, Item 13. **Loss** is deleted in its entirety and replaced with the following:

13. **Loss** means damages, pre-judgment interest, post-judgment interest, front pay and back pay, judgments, settlements, or other amounts that an **Insured** is legally obligated to pay as a result of a **Claim**.

Loss does not include:

- a. **Defense Expenses;**
- b. **Non-Monetary Relief;**
- c. Any amount representing the value of diminished or lost retirement, health care or other benefits;
- d. Fines, taxes, penalties;
- e. The cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA);
- f. Amounts due under any contract to commence, continue or separate from employment with the **Named Insured**, including but not limited to the value of any compensation or employment benefits lost, or the cost of specific performance in connection with any such contract; or
- g. Punitive or exemplary damages, or the multiplied portion of a multiplied damages award; provided that Loss will include any multiplied damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act (Specified Multiplied Damages) that an **Insured** is obligated to pay as a result of a **Claim**, but only if such Specified Multiplied Damages are insurable under applicable law.

For the purpose of determining the insurability of Specified Multiplied Damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

- (1) Is the location of the court which awarded or imposed such Specified Multiple Damages;
- (2) Is where **You** are incorporated or otherwise organized or has a place of business; or

(3) Is where **We** are incorporated or has its principal place of business.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)

SPECIMEN

MINIMUM EARNED PREMIUM UPON CANCELLATION

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

Section **F. CONDITIONS**, Item 7. **Cancellation; No Obligation to Renew**, Paragraph b. is deleted in its entirety and replaced as follows:

- b. **You** may cancel this Policy by mailing **Us** written notice stating when, no later than the Expiration Date set forth in Item 2.(b) of the Declarations, such cancellation will be effective. In such event, the earned premium amount to be retained by **Us** will be the greater of:
- (1) The amount computed in accordance with **Our** customary short rate table and procedure;
 - (2) _____ % of the total policy premium shown in Item 6. of the Declarations; or
 - (3) \$ _____ .

Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)



Regulatory Office

Dept: Regulatory
505 Eagleview Blvd., Suite 100
Exton, PA 19341-1120
(800) 688-1840

INSURANCE COMPANY PROVIDING COVERAGE:

**PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY
INSURANCE DECLARATIONS**

POLICY NUMBER: _____ RENEWAL OF: _____

NOTICES

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD. DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY; EXCEPT THAT FOR SPECIFIC CLAIMS UNDER INSURING AGREEMENT A.1.b., THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

Item 1. NAMED INSURED:

ADDRESS:

Item 2. POLICY PERIOD: (a) Inception Date: _____ (b) Expiration Date: _____
(12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. LIMITS OF LIABILITY:

(a) Public Officials Liability
\$ _____ **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.1.a.**;

(b) Non-Monetary Coverage – Defense Only
1. \$ _____ **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT A.1.b.**;

2. \$ _____ **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.1.b.**;

(c) Employment Practices Liability And Third Party Liability

\$ _____ **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.2.**

(d) Policy Aggregate Limit Of Liability

\$ _____ **Company's** aggregate Limit of Liability for all **Loss** from all **Claims** under **INSURING AGREEMENT A.1.a.** and **INSURING AGREEMENT A.2.** and for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.1.b.**

(e) Public Officials Crisis Management Limit Of Insurance

\$ _____ **Company's** maximum Limit of Insurance for all **Crisis Management Expenses** from all **Public Crisis Events** under Section A.3.

Item 4: RETENTIONS

a. \$ _____ each and every **Claim** under **INSURING AGREEMENT A.1.a.**

b. \$ _____ each and every **Claim** under **INSURING AGREEMENT A.1.b.**

c. \$ _____ each and every **Claim** under **INSURING AGREEMENT A.2.**

d. \$ _____ each and every **Public Crisis Event** under Section A.3.

Item 5: NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

XL Catlin
Attention: Denese Davis
14643 Dallas Parkway, Ste 770
Dallas, TX 75254

Phone: 972.383.7186
Fax: 972.383.7177
Email: proclaimnewnotices@xlgroup.com

Item 6: POLICY PREMIUM:

Item 7: RETROACTIVE DATE: _____

Item 8: ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 04 17

Item 9: PRODUCER NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____

**THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION
CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO
THIS INSURANCE.**

SPECIMEN

_____ Date

_____ Authorized Representative

**PUBLIC OFFICIALS LIABILITY AND
EMPLOYMENT PRACTICES LIABILITY
INSURANCE COVERAGE FORM**

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SPECIMEN

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words “**You**” and “**Your**” refer to the **Named Insured**. The words “**We**”, “**Us**”, “**Our**” and the “**Company**” refer to the Company providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section **E. DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Public Officials Liability

a. **Public Officials Wrongful Acts Coverage**

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

b. **Non-Monetary Relief - Defense Only Coverage**

We will reimburse **Defense Expenses** incurred by an **Insured** in connection with a **Claim** exclusively seeking **Non-Monetary Relief** at all stages of the **Claim**, where such **Claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

2. Employment Practices Liability and Third Party Liability Coverage

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or any applicable Extended Reporting Period for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Public Officials Crisis Management Coverage

We will pay on behalf of an **Insured** those **Crisis Management Expenses** incurred by the **Insured** in response to a **Public Crisis Event** first taking place during the **Policy Period** and reported to **Us** in accordance with Section F.6 of this Policy.

4. Supplemental Payments

We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** will pay will be \$500 per day, per **Insured**. Such “expenses” shall not include salaries paid to **Your Employees**.

For purposes of this Section, a **Claim** will be deemed to have been made when an **Insured** receives notice of the **Claim**.

B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend any **Claim** made against an **Insured** for a **Wrongful Act** covered under Insuring Agreements A.1.a. or A.2., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.
2. For any **Claim** **We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:
 - a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus
 - b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.
3. It shall be the duty of the **Insured**, and not **Us**, to defend any **Claim** covered under Insuring Agreement A.1.b. The **Insured** shall have the right to select defense counsel for the investigation and defense of any such **Claim**, subject to **Our** consent and approval, which shall not be unreasonably withheld.
4. **We** shall have no duty to continue to reimburse **Defense Expenses** after the applicable Limit of Liability for **Claims** arising under Insuring Agreement A.1.b. has been exhausted by the reimbursement of **Defense Expenses**.

C. LIMITS OF LIABILITY / RETENTIONS

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability under this Policy is limited as follows:

1. Public Officials Liability
 - a. The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.a. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.
 - b. The amount set forth in Item 3.(b)(1) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set forth in Item 4.(b) of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.b.
 - c. The amount set forth in Item 3.(b)(2) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set for in Item 4.(b) of the Declarations resulting from all Claims covered under Insuring Agreement A.1.b.
2. Employment Practices Liability and Third Party Liability

The amount set forth in Item 3.(c) of the Declarations is the most **We** will pay for all **Loss** resulting from each **Claim** covered under Insuring Agreement A.2. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.

3. Policy Aggregate

The amount set forth in Item 3.(d) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered under Insuring Agreements A.1.a. and A.2., and for all **Defense Expenses** resulting from all **Claims** covered under Insuring Agreement A.1.b.

4. Public Officials Crisis Management Coverage

In addition to the Policy Aggregate Limit of Liability, the amount set forth in Item 3.(e) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** resulting from all **Public Crisis Events** covered under Insuring Agreement A.3.

5. Multiple Insuring Agreements

If a **Claim** covered under Insuring Agreement A.1.b. subsequently becomes a **Claim** for both monetary and **Non-Monetary Relief** covered under Insuring Agreements A.1.a. or A.2., such **Claim** shall become subject to the increased Retention and Limit of Liability applicable to Insuring Agreement A.1.a. or A.2., whichever is higher. **Defense Expenses** incurred in connection with such **Claim** shall be applied against the applicable Retention and shall reduce the applicable Limit of Liability.

6. Retention

Our obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the applicable Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. **Loss** or **Defense Expenses** covered under Insuring Agreements A.1.a. or A.2., if Insuring Agreement A.1.b. also applies.
3. A **Claim**, other than one alleging an **Employment Practices Wrongful Act**, that is brought by, on behalf of, or in the name or right of **You** or any of **Your** duly elected, appointed or employed directors, officers, or officials, or any member of a commission, board or other unit operated by **You** and under **Your** jurisdiction, and within the apportionment of **Your** operating budget in the **Application**; provided that this exclusion shall not apply to a cross-claim or third-party complaint arising from a **Claim** made against such director, officer, official, or member that is otherwise covered under this Policy. Notwithstanding the above, this exclusion shall also not apply to a **Claim** brought by a former director, officer, official, or member who has not served in that capacity for at least three (3) years prior to the date such **Claim** is first made and where such **Claim** is brought

and maintained without the support, solicitation, assistance, participation or intervention of the **Named Insured** or an **Insured** not otherwise subject to this exception.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided that this exclusion shall not apply to the extent that a **Claim** for an **Employment Practices Wrongful Act** alleges retaliatory action by an **Insured** in response to an **Employee's** exercise of rights under such statute or law.
5. Damage to, destruction of or loss of use of tangible property, **Bodily Injury**, corporal punishment, sickness, disease or death.
6. Emotional distress, mental anguish or humiliation not arising from an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.
7. **Sexual Abuse and Molestation**, including the allowance of or failure to prevent, stop, detect or reveal **Sexual Abuse and Molestation**.
8. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.
9. A **Benefit Plan Act**, provided that this exclusion shall not apply to any **Claim** for actual or alleged retaliation with regards to benefits paid or payable. **We** will defend a **Claim** otherwise subject to this exclusion subject to a \$25,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
10. An **Insured's** liability under a contract or agreement, other than a manual of employment policies or procedures issued by **You**, unless such liability would have attached in the absence of such express contract or agreement. This exclusion shall not apply to the payment of **Defense Expenses** incurred in connection with a **Claim** for an **Employment Practices Wrongful Act** in the form of an actual or alleged breach of a contract to commence or continue employment with **You**.
11. A failure to obtain, implement, effect, comply with, provide notice under or maintain insurance, reinsurance, self-insurance, suretyship or bond.
12. Facts, circumstances, situations, transactions, events or **Wrongful Acts**:
 - a. Underlying or alleged in any mediation, arbitration, grievance proceeding, litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Inception Date set forth in Item 2. of the Declarations:
 - (1) to which an **Insured** is or was a party; or
 - (2) with respect to which an **Insured**, as of the Inception Date set forth in Item 2. of the Declarations, knew or should reasonably have known that an **Insured** would be made a party thereto;

- b. Which was the subject of any notice given prior to the Inception Date set forth in Item 2. of the Declarations under any other policy of insurance or plan or program of self-insurance; or
- c. Which was the subject of any **Claim** made prior to the Inception Date set forth in Item 2. of the Declarations.

If, however, this Policy is a renewal of one or more policies issued by **Us** or an affiliate to **You**, and such coverage was in effect without interruption from the Inception Date of the first such policy to the Inception Date of this Policy, the reference in this exclusion to the Inception Date will be deemed to refer instead to the Inception Date of the first policy under which **We** or an affiliate began to provide **You** with the continuous and uninterrupted coverage of which this Policy is a renewal.

- 13. A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations.
- 14. The activities of an **Insured** as a law enforcement officer, police officer, police department or other law enforcement unit or agency; the operation of any jail cell, holding cell, detention or lock-up facility of any kind; or the activities of an **Insured** charged with the power to arrest, detain or interrogate another person, or to seize or confiscate the property of any individual or entity; provided; however; that this exclusion shall not apply to **Claims** arising out of the administrative functions or activities of an **Insured** in the enforcement of **Your** municipal code, laws or regulations, including but not limited to, the issuance of citations, fines, warnings, notices of violation, the issuance or denial of licenses or permits, or the inspection of property or buildings, by persons authorized to conduct such functions or activities on **Your** behalf. This exclusion shall also not apply to any **Claim** by or against a law enforcement officer or police officer in their capacity as an **Employee** under this Policy, for an **Employment Practices Wrongful Act**.
- 15. The operation of the laws and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use; however, **We** will defend such **Claim** subject to a \$50,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
- 16. The Securities Act of 1933, the Securities Exchange Act of 1934, any state "blue sky" law, or any other federal, state or local securities law, or any rule or regulation promulgated under any of the foregoing; or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities.
- 17. The sale or offering of securities by **You**, whether or not such securities are exempt from registration by the SEC; **Your** actual or proposed filing for an Initial Public Offering; or a debt offering or debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- 18. Tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; and the disbursement of tax refunds.
- 19. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.
- 20. Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.

21. Legal services including those services performed by any individual as a lawyer, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity.
22. **Crisis Management Expenses** arising from any **Public Crisis Event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. War, whether or not declared, or any act or condition incidental to war, including civil war, **Terrorism**, insurrection, rebellion or revolution;
 - b. Actual or attempted suicide;
 - c. Actual or attempted kidnapping or extortion;
 - d. Acts, whether intentional or not, by members of the **Victim's** immediate family members or members of the **Victim's** household; or
 - e. The activities of any person as a law enforcement officer, police officer, correctional officer, member of a police department or other law enforcement unit or agency; or the activities of any person charged with the powers to arrest, detain or interrogate another person, seize or confiscate the property of any individual or entity.

E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all Applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.
2. **Benefit Plan Act** means a **Claim** alleging liability under a pension, profit sharing, welfare benefit or other employee benefit program established in whole or part for the benefit of an **Insured**, or based upon, arising out of or in any way involving the Employee Retirement Security Act of 1974 (except Section 510 thereof) or any amendments thereto or regulations promulgated thereunder or similar provisions of any federal, state or local law or common law.
3. **Bodily Injury** means physical injury, sickness or disability of a person, including mental incapacity or death resulting from any of these at any time.
4. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with **Your** business or commercial dealings therein. A Business Invitee does not include a trespasser or any person who enters any **Premises** without **Your** knowledge or permission, or any **Employee**, student or minor.
5. **Claim** means:
 - a. A written demand for monetary damages or **Non-Monetary Relief**;
 - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Wrongful Act**;
 - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
 - d. A criminal proceeding that is commenced by the return of an indictment or similar document;

- e. An administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
- f. An arbitration proceeding or other alternative dispute resolution proceeding, to which the **Insured** must submit or does submit with **Our** consent.

Claim shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

- 6. **Crisis Management Expenses** means **Public Relations Expenses, Travel/Printing Expenses, Family Travel Expenses** and **Post-Crisis Expenses**; provided, however, that Crisis Management Expenses shall not include:
 - a. **Your** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
 - b. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**; or
 - c. Any fees or expenses related to civil, administrative or criminal investigations, proceedings or litigation.
- 7. **Crisis Management Firm** means a public relations firm, Crisis Management Firm or law firm hired or appointed by **You** to perform Crisis Management Services in connection with a **Public Crisis Event**. It shall be the duty of the **Insured** to select and retain the Crisis Management Firm.
- 8. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. Defense Expenses does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.
- 9. **Emergency Response Plan** means:
 - a. A formal written and adopted public safety and crisis response manual that details **Your** policies and procedures in the event of an **Public Crisis Event**; or
 - b. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes **You** to take emergency action or specifically describes the **Your** obligations in the event of a public emergency.
- 10. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for **You**:
 - a. Full-time, part-time, seasonal and temporary Employees; and
 - b. All persons who perform services for **You** on a volunteer basis and under **Your** direction and control.

Employee shall not include persons providing services to **You** under a mutual aid agreement or any similar agreement.

11. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **You** past or present **Employees** or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:

- a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
- b. Harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);
- c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
- d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;
- e. Retaliatory action in response to that **Employee's**:
 - (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (2) actual or attempted exercise of any right that **Employee** has under law;
 - (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;
- f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
- g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
- h. Breach of a contract to commence or continue employment with **You**.

An Employment Practices Wrongful Act shall not include a **Public Officials Wrongful Act**.

12. **Family Travel Expenses** means reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after a **Public Crisis Event** to travel to the location of the **Public Crisis Event**, so long as the **Public Crisis Event** took place on an official trip sponsored by **You**. For the purpose of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

13. **Insured** means:

- a. **You**;
- b. **Your** past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, within the apportionment of **Your** operating budget in the **Application**; provided that an Insured shall not include the following boards, commissions or units, or any officials, directors, officers, members or **Employees** thereof: schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

- c. **Employees;**
 - d. Persons providing services to **You** under a mutual aid or similar agreement that is disclosed on the **Application**, but solely while acting in that capacity; however, such persons are not Insureds with respect to **Claims** for **Employment Practices Wrongful Acts** or **Third Party Wrongful Acts**;
 - e. In the event of the death, incapacity or bankruptcy of a natural person Insured, such Insured's estate, heirs, legal representatives or assigns, but only in connection with a **Claim** for an alleged **Wrongful Act** by such natural person Insured; and
 - f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Wrongful Acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**.
14. **Loss** means damages, pre-judgment interest, post-judgment interest, front pay and back pay, judgments, settlements, punitive or exemplary damages where insurable under applicable law or other amounts that an **Insured** is legally obligated to pay as a result of a **Claim**.

Loss will not include:

- a. **Defense Expenses;**
- b. **Non-Monetary Relief;**
- c. Any amount representing the value of diminished or lost retirement, health care or other benefits;
- d. Fines, taxes, penalties;
- e. The cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA);
- f. Amounts due under any contract to commence, continue or separate from employment with **You**, including but not limited to the value of any compensation or employment benefits lost, or the cost of specific performance in connection with any such contract; or
- g. The multiplied portion of a multiple damages award; provided that Loss will include any multiplied damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act ("Specified Multiplied Damages") that an **Insured** is obligated to pay as a result of a **Claim**, but only if such Specified Multiplied Damages are insurable under applicable law.

For the purpose of determining the insurability of punitive damages, exemplary damages or Specified Multiplied Damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

- (1) is the location of the court which awarded or imposed such punitive or exemplary damages or Specified Multiplied Damages;
- (2) is where **You** are incorporated or otherwise organized or has a place of business; or
- (3) is where **We** are incorporated or have **Our** principal place of business.

15. **Named Insured** means the public entity set forth in Item 1. of the Declarations.

16. **Non-Monetary Relief** means relief or redress in any form other than compensatory or monetary damages, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the Americans with Disabilities Act or any similar provisions of federal, state or local statutory or common law; and any award of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **Claims** seeking such Non-Monetary Relief. Non-Monetary Relief shall not include the cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA).
17. **Personal Injury** means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**, or applicant for employment with the **Insured**, libel, slander, or other defamation; invasion of privacy, false arrest, erroneous service of process, wrongful detention or imprisonment, malicious prosecution, wrongful entry or eviction, subject to Exclusion D.14., infringement of copyright or trademark, or other unauthorized use of title or plagiarism or misappropriation of ideas.
18. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.
19. **Pollutant** means any of the following:
- a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, Pollutants or contaminants;
 - b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
 - c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
 - d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.
20. **Post-Crisis Expenses** means reasonable costs incurred by **You** within sixty (60) days after a **Public Crisis Event** to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of **Your Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.
21. **Premises** means the following, if located in the continental United States:
- a. A building, facility or other real property including adjoining ways, which **You** own, rent or lease and is used by **You** to conduct **Your** business, including administration, maintenance and recreational facilities;
 - b. A building, facility, or other real property being visited by **Your** elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**, on an official business trip on **Your** behalf;

- c. A vehicle that **You** own or lease pursuant to a written contract, but solely if being used in the transportation of **You** elected or appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**.

Premises does not include any location for an event independently organized by **Employees** or others without **Your** knowledge or approval.

22. **Public Crisis Event** means:

- a. A violent act of a criminal nature taking place on **Your Premises** that causes **Bodily Injury** to a **Victim**; or
- b. A credible threat communicated to **You** of a violent act of a criminal nature taking place on **Your Premises** which **You** reasonably believe may imminently cause **Bodily Injury** to a **Victim**;

in response to which **You**: (1) implement **Your Emergency Response Plan**; (2) contact federal, state or local police authorities for assistance; and (3) invoke an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one Public Crisis Event.

23. **Public Officials Wrongful Act** means:

- a. An actual or alleged act, error, omission, misstatement, misleading statement or breach of duty, including any **Personal Injury**, by any **Insured**, if committed in the performance of his or her duties for **You**;
- b. An actual or alleged violation of civil rights protected under 42 USC § 1981 et seq., or any similar federal, state or local law, by any **Insured**, if committed in the performance of his or her duties for **You**;
- c. Any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**, if committed in the performance of his or her duties for **You**; or
- d. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a natural person **Insured** while serving, at the direction or request of **You**, in his or her capacity as a board member or committee member of a not-for-profit organization, other than **You**, which is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as the same may be amended from time to time, at **Your** direction or request.

Coverage available pursuant to subsection d. shall be excess of and not contribute with any other insurance plan or program of self-insurance carried by such not-for-profit corporation, and any contribution or indemnification to which a natural person **Insured** is entitled from such not-for-profit organization.

A Public Officials Wrongful Act shall not include an **Employment Practices Wrongful Act** or a **Third Party Wrongful Act**.

24. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by **You** in response to a **Public Crisis Event**, within one hundred twenty (120) days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to **Your** name or reputation as a result of such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to **Insureds**.
25. **Related Claims** means all **Claims** based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances situations, transactions or events, whether related logically, casually or in any other way. All Related Claims will be deemed to be a single **Claim** for purposes of Section **C. LIMITS OF LIABILITY / RETENTIONS** and **F. CONDITIONS**, Item 5. Notice; Timing; and Interrelationship of Claims.
26. **Retroactive Date** means the applicable date set forth in Item 7. of the Declarations.
27. **Sexual Abuse and Molestation** means any actual or alleged conduct, physical act, gesture or spoken or written word of a sexual nature directed by an **Insured**, or by any person for whom an **Insured** is legally responsible, toward any person under the care, custody or control of any **Insured**, including without limitation any actual, alleged or threatened sexual intimacy (even if allegedly consensual), sexual molestation, sexual assault or battery, exploitation or any other sexual act.
28. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).
29. **Third Party Wrongful Act** means any of the following, when alleged against an **Insured** by **Your Business Invitee** or by a third party individual (other than another **Insured**, student or minor) with whom an **Insured** interacts outside of the **Premises** for the purpose of conducting official business on **Your** behalf:
- a. Harassment (including sexual harassment);
 - b. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
 - c. Invasion of privacy.
- A Third Party Wrongful Act shall not include a **Public Officials Wrongful Act**.
30. **Travel/Printing Expenses** means reasonable and necessary expenses incurred by **You** in response to a **Public Crisis Event** within one hundred twenty (120) days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.
31. **Victim** means:
- a. An elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction;
 - b. A **Business Invitee**; or
 - c. An **Employee**;
- who sustain(s) a **Bodily Injury**.

Victim shall not include independent contractors or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

32. **Wrongful Act** means any **Public Officials Wrongful Act, Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

F. CONDITIONS

1. **Other Insurance:**

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to **Claims** for **Bodily Injury, Personal Injury** or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

2. **Cooperation:**

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

3. **Subrogation:**

We will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **insured**. The **insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** effectively to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

4. **Extended Reporting Period:**

a. If this Policy is cancelled or non-renewed for any reason other than nonpayment of premium, the **Named Insured** will have the right to:

- (1) a seventy-five (75) day Automatic Extended Reporting Period, beginning on the effective date of such cancellation or non-renewal, for no additional premium charge; and
- (2) to purchase an Additional Extended Reporting Period, beginning on the effective date of the cancellation or non-renewal, for an additional premium; provided that the **Named Insured** elects to purchase the Additional Extended Reporting Period in writing and provides **Us** any additional premium due within thirty (30) days of the effective date of cancellation or non-renewal, subject to the available options as set forth in subparagraph c.

- b. The coverage otherwise afforded by this Policy will be extended to apply to **Loss** or **Defense Expenses** from **Claims** first made during the Extended Reporting Period, but only if such **Claims** are for **Wrongful Acts** committed on or after the **Retroactive Date** and before the end of the **Policy Period**. An Extended Reporting Period does not increase or reinstate any Limit of Liability and may only be effective if all premiums and retentions due under the Policy have been paid. The Automatic Extended Reporting Period shall not become effective if the **Insured** procures replacement coverage. Once purchased, the Extended Reporting Period may not be canceled and the premium shall be deemed fully earned.
- c. Additional Extended Reporting Period Options:
 - (1) a one (1) year extended reporting period for an additional premium of seventy percent (70%) of the Premium set forth in Item 6. of the Declarations;
 - (2) a two (2) year extended reporting period for an additional premium of one hundred percent (100%) of the Premium set forth in Item 6. of the Declarations; or
 - (3) a three (3) year extended reporting period for an additional premium of one hundred and fifty percent (150%) of the Premium set forth in Item 6. of the Declarations.

5. **Notice; Timing; and Interrelationship of Claims:**

- a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of such **Claim**, with full details, as soon as practicable after any of **Your** public officials or administrators becomes aware of such **Claim** and in no event later than seventy-five (75) days after the expiration of the **Policy Period**.
- b. If, during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy:
 - (1) gives **Us** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the damages that may result from such **Wrongful Act** and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and
 - (2) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**;then **We** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**.
- c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the Declarations.
- d. All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Condition 5.b., whichever is earlier.

6. **Notice of Crisis Management Expenses; Inspection of Property:**

- a. As a condition precedent to coverage under Insuring Agreement A.3. of this Policy, **You** must notify **Us** in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- b. To be eligible for coverage, **Crisis Management Expenses** must be submitted to **Us** no later than ninety (90) days after such **Crisis Management Expenses** are incurred.
- c. **We** will be permitted, but not obligated, to inspect **Your** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither **Our** right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

7. **Cancellation; No Obligation to Renew:**

- a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.
- c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

8. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

9. **Separation of Insureds; Protection of Innocent Insureds:**

- a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
 - (1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and

(2) with respect to **You**, if, and only if, **Your** elected or appointed official, or the highest ranking member of any of **Your** boards, commissions or units, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.

b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section **D. EXCLUSIONS** of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.

10. **No Action against Us:**

a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.

b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

11. **Insolvency of Insured:**

We will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.

12. **Non-Accumulation of Limits:**

If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.

13. **Territory:**

This Policy applies to **Wrongful Acts** committed by an **Insured**, or to any **Claim** brought against an **Insured**, anywhere in the world.

14. **Authorization and Notices:**

The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.

15. **Changes:**

This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** to make changes in the terms of this Policy with **Our** consent. This Policy's terms can be amended or waived only by endorsement issued by **Us** and made part of this Policy.

16. **Assignment:**

No assignment of interest under this Policy will bind **Us** without **Our** consent.

17. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

18. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

19. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the **Policy Period**. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the Company's invoices.

20. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

21. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of Policy No.
issued to
by

SERVICE OF PROCESS

The Commissioner of Insurance of the State of California is hereby designated the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit or proceeding arising out of this policy. The Company further designates:

John Oster
1990 North California Boulevard
Suite 740
Walnut Creek, CA 94596

as its agent in California to whom such process shall be forwarded by the Commissioner of Insurance.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this policy remain unchanged.

(Authorized Representative)



**Professional
Governmental
Underwriters, Inc.**
The Authority.

Public Officials Management & Employment Practices Liability

Coverage Features	<i>We welcome a comparison!</i>	
	<i>PGU - The Authority</i>	<i>The Others</i>
Defense in Addition to Limit	X	
Covers D&O, E&O and EPL	x	
Sublimit for Defense for Non-Monetary claims	x	
Modified Consent to Settle Clause with only 40% co-insurance requirement for insured	X	
Business Invitee (Third Party) Liability covering Harrassment, Discrimination and Invasion of Privacy	x	
Broad definition of Loss including Back and Front Pay and Punitive Damages with a most favorable venue	x	
Broad definition of Wrongful Act including Personal Injury	x	
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings, subject to exclusions	x	
Severability of the Application for all individual insureds for all exclusions (not just personal profit and fraud exclusions)	x	
75-day free mini-tail	x	
Bi-Lateral ERP options of 1, 2 and 3 years	x	
Policy Non-Cancelable mid-term by carrier, except for non-payment of premium	x	
True Worldwide Coverage	x	
Sub-limit for Wage & Hour (FLSA)	Optional	
Sub-limit for Crisis Management	x	
EPL Loss Prevention Hotline and EPL Risk Management website for employment law and HR support.	x	

***This document is intended to summarize key coverage features generally available.
It does not summarize your quotation / indication.***

Please review the entire quotation / indication and policy form and endorsements for specific details.

FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY

Item No.8A

DATE: January 11, 2018

TO: Board of Directors

SUBJECT: Confirming Proposed 2018 FPB GSA Regular Board of Directors Meeting Dates and rescheduling of FPB GSA Community Workshop #1 and FPB GSA Boundary Modification Workshop

SUMMARY

Interim Executive Director prepared a list of the proposed 2018 meeting dates for Board approval. Note that the February and May meeting dates have a conflict as the Fillmore City Council Chambers are NOT available on the regularly scheduled last Monday of the month and need to be rescheduled. Also, due to the Thomas fire, the FPB GSA Community Workshop, which had been scheduled for Wednesday, December 6, needs to be rescheduled, which also impacts the meeting date for the FPB GSA Boundary Modification Workshop, which had been scheduled for Thursday, January 11, 2018.

RECOMMENDED ACTION

Approve the proposed 2018 Regular Board Meeting dates, with the exception of February and May. Select new dates for the February and May 2018 dates (see Attachment A Calendars); reschedule both the FPB GSA Community Workshop and the FPB GSA Boundary Modification Workshop at the Veteran's Memorial Building for later in January and/or February.

BACKGROUND

The Board of Directors had previously agreed that Regular Board of Directors Meetings for the Fillmore and Piru Basins Groundwater Sustainability Agency would occur on the last Monday of the month and would begin at 6p.m. utilizing the City of Fillmore's City Council Chambers. In checking with the City of Fillmore, there are two conflicts for use of the City Council Chambers on the last Monday of the month in February and May. Other possible dates have been noted on monthly calendars for February and May (see attachment A). Interim Executive Director also has dates of availability for the Veteran's Memorial Building in Fillmore for rescheduling the FPB GSA Community Workshop #1 and FPB GSA Boundary Modification Workshop in January and/or February, 2018.

FISCAL SUMMARY

There was no fiscal impact from this item.

Item No.8A

DATE: January 11, 2018

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Proposed Motion:

“Motion to approve the proposed 2018 meeting dates as indicated in Attachment A, and to schedule the FPB GSA Regular Board Meeting for February on _____ and the FPB GSA Regular Board Meeting for May on _____, and to reschedule the FPB GSA Community Workshop #1 for _____ at the Veteran’s Memorial Building and reschedule the FPB GSA Boundary Modification Workshop to _____ also at the Veteran’s Memorial Building,”
1st: Director _____ 2nd: Director _____

Voice/Roll call vote:

Director Broggie: Director Kimball: Director Long: Director McFadden:
Director Meneghin: Director Pace:

Month	Date	Time	Location	Discussion to include:
January	29	6pm-8pm	Fillmore City Council Chambers	
February	26	6pm-8pm	Council Chambers not available	
March	26	6pm-8pm	Fillmore City Council Chambers	
April	30	6pm-8pm	Fillmore City Council Chambers	repayment of in-kind services/loan
May	28	6pm-8pm	Council Chambers not available	Budget for July-Dec 2018
June	25	6pm-8pm	Fillmore City Council Chambers	
July	30	6pm-8pm	Fillmore City Council Chambers	
August	27	6pm-8pm	Fillmore City Council Chambers	
September	24	6pm-8pm	Fillmore City Council Chambers	
October	29	6pm-8pm	Fillmore City Council Chambers	
November	26	6pm-8pm	Fillmore City Council Chambers	
December	17	6pm-8pm	Fillmore City Council Chambers	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FEBRUARY 2018						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 <i>NOT AVAILABLE</i>	20	21 <i>NOT AVAILABLE</i>	22	23	24
25	26 <i>NOT AVAILABLE</i>	27 <i>NOT AVAILABLE</i>	28 <i>NOT AVAILABLE</i>			

Fillmore Council Chambers

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
MAY 2018						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 <i>NOT AVAILABLE</i>	22 <i>NOT AVAILABLE</i>	23	24	25	26
27	28 <i>NOT AVAILABLE</i>	29	30	31		

Download and print calendars from www.calendarstemplate.com

Veterans' Memorial Building Availability

JANUARY 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	AVAILABLE	18	19
21	22	AVAILABLE	23	24	25	26
28	29	AVAILABLE	30	31		

2018 FEBRUARY						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	AVAILABLE	5	AVAILABLE	6	AVAILABLE	7
11	12	AVAILABLE	13	AVAILABLE	14	AVAILABLE
18	19	20	21	22	23	24
25	26	AVAILABLE	27	AVAILABLE	28	