

**COUNTY OF INYO  
UNDESIGNATED FUND BALANCES**

**AS OF 10/31/2018**

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
<b>WDIR - WATER</b>										
6272 OVGA-OWENS VALLEY	236,152							236,152		236,152
<b>WDIR Totals</b>	236,152							236,152		236,152
<b>Grand Totals</b>	<b>236,152</b>							<b>236,152</b>		<b>236,152</b>

SORT ORDER: OBJECT within BUDUNIT

SELECT BUDGET UNIT: 621601

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 621601-1000	JE32573	1. AS Balance Forward	JE 07/01/18	02300108	199,708.69	0.00	199,708.69
GL 621601-1000	TTLCR	AutoID: CR18709A Job: 2277089	CR 07/09/18	02277089	35,239.77	0.00	234,948.46
GL 621601-1000	JE32179	AutoID: JA18809J Job: 2285810	JE 08/10/18	02285810	245.10	0.00	235,193.56
GL 621601-1000	INTEREST	AutoID: JA18A24A Job: 2306513	JE 10/24/18	02306513	958.25	0.00	236,151.81
*****Total *OBJT 1000		CLAIM ON CASH		DR	236,151.81	0.00	236,151.81
GL 621601-1100	JE32573	1. AS Balance Forward	JE 07/01/18	02300108	35,239.77	0.00	35,239.77
GL 621601-1100	TTLCR	AutoID: CR18709A Job: 2277089	CR 07/09/18	02277089	0.00	35,239.77	0.00
*****Total *OBJT 1100		ACCOUNTS RECEIVABLE		DR	35,239.77	35,239.77	0.00
GL 621601-1160	JE32573	1. AS Balance Forward	JE 07/01/18	02300108	245.10	0.00	245.10
GL 621601-1160	JE32179	4TH QTR INTEREST	JE 08/10/18	02285810	0.00	245.10	0.00
*****Total *OBJT 1160		INTEREST RECEIVABLE		DR	245.10	245.10	0.00
GL 621601-3000	JE32573	4. Change in Balance BF	JE 07/01/18	02300108	0.00	235,193.56	235,193.56
*****Total *OBJT 3000		FUND BALANCE AVAILABLE		CR	0.00	235,193.56	235,193.56
GL 621601-4301	INTEREST	1st qtr 18/19 interest	JE 10/24/18	02306513	0.00	958.25	958.25
*****Total *OBJT 4301		INTEREST FROM TREASURY		CR	0.00	958.25	958.25
*****Total *BUDG 621601		OVGA-OWENS VALLEY GROUNDWATER		DR-CR	271,636.68	271,636.68	0.00
		** GRAND TOTAL **		DR-CR	271,636.68	271,636.68	0.00

**COUNTY OF INYO**  
**Budget to Actuals with Encumbrances by Key/Obj**  
 As Of 10/31/2018

Ledger: GL

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER</b>						
<b>Revenue</b>						
4301	INTEREST FROM TREASURY	4,000.00	958.25	0.00	3,041.75	23.95
4498	STATE GRANTS	713,155.00	0.00	0.00	713,155.00	0.00
4599	OTHER AGENCIES	747,585.00	0.00	0.00	747,585.00	0.00
	<b>Revenue Total:</b>	<b>1,464,740.00</b>	<b>958.25</b>	<b>0.00</b>	<b>1,463,781.75</b>	<b>0.06</b>
<b>Expenditure</b>						
5121	INTERNAL CHARGES	153,000.00	0.00	0.00	153,000.00	0.00
5263	ADVERTISING	2,000.00	0.00	0.00	2,000.00	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	602,900.00	0.00	0.00	602,900.00	0.00
5291	OFFICE, SPACE & SITE RENTAL	3,000.00	0.00	0.00	3,000.00	0.00
5311	GENERAL OPERATING EXPENSE	500.00	0.00	0.00	500.00	0.00
5539	OTHER AGENCY CONTRIBUTIONS	50,000.00	0.00	0.00	50,000.00	0.00
	<b>Expenditure Total:</b>	<b>811,400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>811,400.00</b>	<b>0.00</b>
621601	<b>Key Total:</b>	<b>653,340.00</b>	<b>958.25</b>	<b>0.00</b>	<b>652,381.75</b>	

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Keeler CSD —  
Sierra Highlands CSD — Starlite CSD — Tri Valley Groundwater Management District — Wheeler Crest CSD

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135 Jackson Street  
Independence, CA 93526

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Fax: (760) 878-2552  
www.inyowater.org

## Staff Report

Date: November 19, 2018

Subject: Executive Manager Appointment & Future Recruitment

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**Recommendation:** Appoint the Inyo County Water Director as the Executive Manager of the OVGA. Provide direction to staff regarding future recruitment efforts.

### Introduction

Article III Section 3 of the OVGA JPA contemplates your Board appointing an Executive Manager to direct the day-to-day operations of the OVGA. To date, staff from OVGA member agencies have provided these day-to-day services with Dr. Harrington acting as the de facto Executive Manager given the knowledge, experience, and capacity of Dr. Harrington and the Inyo County Water Department. It is now increasingly important for the OVGA to plan for a permanent solution given Dr. Harrington's planned retirement. With that in mind, staff recommends a two-step process primarily because selecting a permanent replacement is unlikely prior to Dr. Harrington's retirement.

First, staff recommends that the OVGA appoint the Inyo County Water Director as the Executive Manager. Appointing this position, instead of Dr. Harrington personally, will allow the OVGA to continue to operate with an Executive Manager that has sufficient knowledge and resources in the event that a more permanent solution is not reached before Dr. Harrington's retirement date. Second, since the appointment of the Inyo County Water Director may not be an ideal dynamic for either or both Inyo County and the OVGA, staff recommends that the OVGA undertake the appropriate process that will result in appointing a specific person to this position on a permanent basis. Regarding that process, staff notes there are a number of options available as discussed below.

#### 1. Employee Recruitment

The OVGA could hire an Executive Manager as an employee. A job description for the position would need to be developed, as well as other terms of employment such as number of hours, compensation, benefits, and staff support expected. The position would be filled in a typical manner including advertising, candidate evaluation and selection, and hiring. However, the OVGA does not have the human resources infrastructure (e.g. payroll, insurances, personnel rules, etc.) set up at this time, so this may not be a practical solution unless the recruitment is support through the services of a member agency.

## 2. Independent Contractor Recruitment

This option is akin to the relationship the OVGA currently has with the member agencies providing staff services at this time. An individual or firm could be procured to provide the Executive Director as a contract service. The OVGA would need to develop a request for proposals that details the scope of services required. The process of developing the scope for this RFP would be very similar to the process of developing a job description for the Employee Recruitment option. A draft contract with provisions for compensation, insurance requirements, the scope of services, etc. will need to be developed.

Whichever option your Board decides to pursue, we will also need to determine the method utilized to recruit for the position. Assuming your Board adopts a purchasing policy based on Mono County's example (which is separately agendized and recommended), there is no specific process required for the acquisition of professional services of this nature. The purchasing policy does, however, call out the ability to proceed via informal or formal bid process depending on the dollar amount at issue (which is to be determined), or via sole source provider if that approach is in the best interest of the OVGA and justification is articulated for the unique qualities of the service needs and/or provider.

Given the previously stated preference of some Board members regarding hiring Dr. Harrington, and given his skill set, knowledge, experience, and connection to Inyo County Water Department staff, it is possible for your Board to first request a proposal from him as a sole source provider (after developing the job description and expectations), before moving into a more formal contracting process. (Please note that Dr. Harrington has recused himself from this matter in order to avoid a potential conflict of interest – so staff is not certain of his willingness to accept an appointment as the Executive Manager subsequent to his retirement from Inyo County.)

# OWENS VALLEY GROUNDWATER AUTHORITY

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## Staff Report

Date: November 19, 2018

Subject: Purchasing Policy

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**Recommendation:** Approve Resolution Adopting Purchasing Policy Of The Owens Valley Groundwater Authority.

### Introduction

At the last meeting your Board requested staff bring forth for adoption a purchasing policy modeled after Mono County's. Staff's recommendation was based upon the practical issues surrounding purchasing decisions for such a large legislative body that may eventually only meet a handful of times per year. The attached purchasing policy omits or slightly modifies certain sections of the Mono County Purchasing policy that do not apply to the OVGA staffing structure and/or scope of police powers (e.g. assistant purchasing agent; emergency purchases).

**RESOLUTION NO.**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OWENS VALLEY GROUNDWATER AUTHORITY  
ADOPTING A PURCHASING POLICY**

**WHEREAS**, in accordance with the Owens Valley Groundwater Authority Bylaws, the Board of Directors determined that a Purchasing Policy should be adopted at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Owens Valley Groundwater Authority that the Purchasing Policy attached hereto as an exhibit and incorporated herein by this reference is hereby adopted.

**PASSED AND ADOPTED** this 19th day of November, 2018 by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

OWENS VALLEY GROUNDWATER AUTHORITY  
PURCHASING POLICY

Adopted 11/19/2018



I. INTRODUCTION.

The purpose of this Purchasing Policy is to set forth how purchasing activities are to be conducted by the Owens Valley Groundwater Authority (OVGA). This Purchasing Policy is not intended to conflict with applicable provisions of state law and shall be interpreted as supplementary thereto. Among other things, this Purchasing Policy shall not apply to contracts for public projects as defined by the Public Contract Code. Said contracts shall be let in accordance with applicable state laws.

II. DEFINITIONS.

As used in this Purchasing Policy:

- a. "Agency" and "using agency" mean the OVGA and/or any of the departments, offices or other organization units of the OVGA;
- b. "Contractual services" means any and all telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, engineers, consultants or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the county government but not furnished by its own employees. Purchase of space for legal advertising shall not be subject to the provisions of this chapter;
- c. "Supplies" and "equipment" mean any and all articles, materials or things which shall be furnished to or used by any agency, but excluding services or materials furnished "in kind" in lieu of cash to indigents.

III. PURCHASING AGENT, POWERS.

- a. Appointment. The OVGA appoints the Executive Manager to serve, ex-officio, as the purchasing agent for the OVGA and to have all the powers provided by this chapter and by Article 7 of Chapter 5 of Division 2 of Title 3 of the Government Code (commencing with Section 25500).
- b. Services for the OVGA. The purchasing agent is authorized to engage independent contractors to perform services for the OVGA or OVGA officers, when the aggregate amount does not exceed the limit set forth in Government Code Section 25502.3, as the same may be amended from time to time. The purchasing agent may, in his or her sole discretion, delegate to any assistant purchasing agent the authority to enter into a contract for services. The authorization provided by this paragraph shall include but not be limited to contracts for special services under Government Code Section 31000.
- c. Documentation and Negotiation. The purchasing agent shall have the authority to determine whether and when to use formal, written contracts or other documentation for a transaction (e.g., a purchase order) and may, in his or her discretion, omit any requirements for written contracts or other documentation. Where written contracts are utilized, the purchasing agent shall have the authority to negotiate and approve any and all contract terms, including but not limited to terms involving the following risk-management issues: requirements for or waivers of insurance by the OVGA or the contractor; provisions involving defense or indemnification of or by the OVGA or the contractor; and any express limitations on the liability of the OVGA or the contractor.
- d. Destruction of Requisitions. The purchasing agent is authorized, pursuant to Government Code Section 25501.5, to destroy or otherwise dispose of any written requisition received by the purchasing agent which is more than three years old.

- e. Trade-in Allowances. The purchasing agent is authorized, when purchasing personal property for which it is not necessary to advertise for bids, to solicit and accept advantageous trade-in allowances for OVGA personal property pursuant to and to the fullest extent permitted by Government Code Section 25503, as the same may be amended from time to time.
- f. Real Property for OVGA Use. The OVGA delegates to the purchasing agent the authority to lease or license real property for use by the OVGA, and to amend such leases or licenses, pursuant to and to the fullest extent permitted by Government Code Section 25350.51, as the same may be amended from time to time.
- g. Acceptance of Gifts. The OVGA also delegates to the purchasing agent the power to accept any gift, bequest, or devise made to or in favor of the OVGA pursuant to Government Code Section 25355, as the same may be amended from time to time.
- h. Provision of OVGA Services. The OVGA also delegates to the purchasing agent the authority to enter into contracts pursuant to which county services are provided to another party in exchange for compensation or other consideration deemed appropriate by the purchasing agent.

#### IV. PURCHASE PROCEDURES – EQUIPMENT AND SUPPLIES.

- a. Purchases of equipment and supplies by the purchasing agent shall be made in accordance with the applicable provisions of this section, state or federal law, and such consistent purchasing policies or regulations as may be adopted by the purchasing agent.
- b. Informal Bid Process. Unless otherwise specified by this chapter or state law and except where the purchasing agent finds that competitive bidding would not be in the public interest, purchase of supplies and equipment not exceeding fifty thousand dollars require proof of an informal bidding process including supporting information. For purchases of less than one thousand dollars, a minimum of one informal quote is required. For purchases of more than one thousand dollars but not exceeding fifty thousand dollars, a minimum of three informal quotes are required. The actions and results of obtaining informal quotes, including any vendors declining to quote, shall be documented in the form and manner prescribed by the purchasing agent. The purchase shall be awarded (if at all) to the responsible bidder submitting the quote that is most advantageous to the OVGA and conforms to the needs of the OVGA, as determined by the purchasing agent in his or her sole discretion. In the event that the quote selected is not the lowest price, the specific reason for selecting the higher quote shall be documented. If it is necessary to use a single source because of a unique product an explanation shall be included in the documentation for the purchase.
- c. Formal Bid Process. If the amount of the purchase is estimated to exceed fifty thousand dollars, then bids shall be solicited by public notice, except where the purchasing agent finds that competitive bidding would not be in the public interest. Following any bidding process, the purchasing agent may (but is not required to) authorize the proposed purchase. The method and extent of public notice shall be prescribed by the purchasing agent. All bids shall be submitted sealed to the purchasing agent or his or her designee. The purchasing agent may reject any or all bids for any or all supplies or equipment. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty days after the bid opening. In all cases, the award shall be made by the purchasing agent (if at all) to the responsible bidder submitting the quote that is most advantageous to the OVGA and conforms to the needs of the OVGA, as determined by the purchasing agent in his or her sole discretion. In the event that the quote selected is not the lowest price, the specific reason for selecting the higher quote shall be documented.

- d. Sole Source Provider. If it is necessary to use a single source because of a unique product, an explanation shall be included in the documentation for the purchase. In determining whether to authorize a purchase, the purchasing agent shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, and other information and data required to prove the bidder's responsibility.
- e. Local Preference. With respect to any purchase governed by this section or by subsection B. of Section V, the purchasing agent may in his or her sole discretion give preference of up to five percent to responsible local vendors, where the quality of the equipment, supplies, or services offered by local and non-local vendors is equal. In other words, the purchasing agent may approve a purchase wherein the price paid by the OVGA to a responsible local vendor is five percent higher than the price the OVGA would otherwise have paid to a responsible non-local vendor. A vendor shall be deemed "local" if his or her place of business is located in either Mono County or Inyo County. The rationale for allowing such a local preference includes assisting the regional economy, increasing local sales tax revenues, and encouraging new businesses to locate in the OVGA's region. The purchasing agent may utilize any method of evaluating bids or quotations that achieves this purpose, including but not limited to deducting the amount of the preference from bids or quotations submitted by responsible local vendors and then comparing them to bids or quotations submitted by non-local responsible vendors. The purchasing agent's final decision of whether and how to give a local preference in the context of a particular purchase shall be made prior to any solicitation of quotations or bids.
- f. OVGA Board. In carrying out this section, the purchasing agent may (but is not required to) seek the advice and consent of the OVGA Board. In addition, the board reserves to itself, in lieu of the purchasing agent, the right to solicit bids and award any particular purchases pursuant to this section.

V. CONTRACTUAL SERVICES.

- a. Certain Professional Services. Services for various architectural and engineering services, including all architectural, landscape architectural, environmental, engineering, land-surveying, and construction project management services, shall be procured in accordance with any state law requirements and procedures. (See, e.g., Government Code Sections 4526 and 4529.12.) The purchasing agent may adopt local procedures to effectuate and comply with such laws.
- b. Services whose procurement is not governed by any state law requirements or procedures shall be governed by such purchasing policies and procedures as the purchasing agent may adopt from time to time. The purchasing agent may in his or her sole discretion provide a local preference in the purchase of any services, in accordance with the requirements of subsection e. of Section IV above. In the absence of a delegation of contracting authority pursuant to this Purchasing Policy, requests by using agency for contractual services in an amount not exceeding the limit set by Government Code Section 25502.3 shall be submitted to the purchasing agent, who may negotiate or approve contracts for such services as he or she deems necessary. Requests for contractual services exceeding the limit set by Government Code Section 25502.3 shall be submitted directly to the OVGA Board.

VI. EMERGENCY PURCHASES.

- a. Emergency purchases of supplies, equipment, or services in an amount exceeding the monetary limits otherwise established by this Purchasing Policy may be made by the purchasing agent when the supplies or equipment are necessary for the immediate preservation of life or

property. Such emergency purchases shall be submitted to the OVGA Board for ratification at subsequent meeting.

VII. UNLAWFUL PURCHASES.

- a. Except as otherwise provided by law, no purchase of supplies, equipment or contractual services shall be made in excess of the amount of the appropriation allowed by the budget.

VIII. PURCHASES BY THE OVGA BOARD.

- a. Notwithstanding any other provision of this chapter, the OVGA Board reserves unto itself any and all purchasing powers not expressly delegated to the purchasing agent. The OVGA Board also reserves the right, on its own initiative or at the request of the purchasing agent, to make any purchase on behalf of the OVGA whether or not such power is otherwise delegated. The OVGA Board shall also act to approve purchases in all cases where the purchasing agent cannot approve a purchase due to a potential conflict of interest under the Political Reform Act of 1974 or any other applicable law.

# OWENS VALLEY GROUNDWATER AUTHORITY

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## Staff Report

Date: November 19, 2018

Subject: Adoption of Bylaws

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**Recommendation:** Adopt Resolution Establishing Bylaws Of The Owens Valley Groundwater Authority.

### Introduction

This agenda item is on for adoption of the bylaws, which are required by Article 1 Paragraph 5.7 of the OVGA Joint Powers Agreement. These draft bylaws include provisions that reiterate the OVGA's purpose and authority, but also provide details regarding the appointment of officers and clarify basis administrative and governance processes. Staff requests direction for finalization of the Bylaws at the next scheduled OVGA meeting.

### Issues Addressed and Outstanding in the Draft Bylaws

The bylaws before you address several issues regarding OVGA authority, duties, and management, including but not limited to the following:

- Terms of the Chairperson and Vice Chairperson (Article II.2)
- Who may call a special meeting (Article III.1);
- Preparation of the agenda (Article III.2);
- Roll call voting (Article III.4);
- Handling of excess funding (Article VII.4).

However, several issues remain outstanding, including the following:

- Adoption of a Purchasing Policy. This matter is separately agendized.
- Associates / Interested Parties. This matter is separately agendized.
- Adoption of a Reserve Policy. Staff intended to bring this policy issue to the Board at this meeting but there was a scheduling conflict with the OVGA Fiscal Agent. As such, staff intends to bring this policy issue to the Board at the next meeting.

**RESOLUTION NO.**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OWENS VALLEY GROUNDWATER AUTHORITY  
ESTABLISHING BYLAWS**

**WHEREAS**, in accordance with the Owens Valley Groundwater Authority Joint Powers Authority, the Board of Directors determined that bylaws should be adopted at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Owens Valley Groundwater Authority that the Bylaws attached hereto as an exhibit and incorporated herein by this reference are hereby adopted.

**PASSED AND ADOPTED** this 19th day of November, 2018 by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

BYLAWS  
OF THE  
OWENS VALLEY GROUNDWATER AUTHORITY

Adopted \_\_\_\_\_

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**PREAMBLE**

These Bylaws are adopted pursuant to Article I Section 5.7 of the JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE BIG PINE COMMUNITY SERVICE DISTRICT, CITY OF BISHOP, COUNTY OF INYO, COUNTY OF MONO, EASTERN SIERRA COMMUNITY SERVICE DISTRICT, INDIAN CREEK-WESTRIDGE COMMUNITY SERVICE DISTRICT, KEELER COMMUNITY SERVICE DISTRICT, SIERRA HIGHLANDS COMMUNITY SERVICE DISTRICT, STARLITE COMMUNITY SERVICE DISTRICT, TRI-VALLEY WATER MANAGEMENT DISTRICT, AND THE WHEELER CREST COMMUNITY SERVICE DISTRICT CREATING THE OWENS VALLEY GROUNDWATER AUTHORITY (“Agreement”).

**ARTICLE I.  
THE AUTHORITY**

1           **NAME OF THE AGENCY.**

The name of the agency created by the Agreement is the Owens Valley Groundwater Authority (“OVGA” or “Authority”).

2           **PRINCIPAL OFFICE AND MAILING ADDRESS OF THE AUTHORITY.**

2.1.    The principal office of the Authority shall be located at 135 South Jackson Street, Independence, CA 93526, or at any other location that the Authority’s Board of Directors (“Board”) may, from time to time, designate.

2.2.    The Authority’s principal mailing address shall be the mailing address for the Inyo County Water Department unless and until the Authority obtains its own mailing address.

3           **AUTHORITY POWERS.**

The powers of the Authority are established in accordance with Article II Section 2 of the Agreement and vested in the Board. The Board reserves the right to delegate such powers as are appropriate and permitted by law.

4           **AUTHORITY BOARD.**

The Board shall be comprised of Directors appointed by Members, and any Associates and Interested Parties that may be a part of the Board, as set forth in Article I Section 4 of the Agreement.

**ARTICLE II.  
OFFICERS & ADMINISTRATION**

1           **OFFICERS OF THE BOARD.**

Officers of the Authority's Board shall consist of a Chairperson and Vice-Chairperson appointed from Members of the Authority. The Chairperson shall preside over the proceedings of all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned to them by the Board.

2           **APPOINTMENT OF OFFICERS OF THE BOARD.**

The Board shall, at its last meeting held in each calendar year, nominate and elect from its membership a Chairperson and Vice-Chairperson to take office on January 1 of the following calendar year. The term of the Chairperson and Vice-Chairperson shall be one (1) year. If the Chair position is vacated for any reason before the full term is served, the Vice Chair becomes Chair and a new Vice Chair shall be nominated and elected. In this event, the Vice Chair who becomes Chair may serve as Chair through the period he/she would have served as Chair had the Chair position not become vacated. If the Vice Chair position is vacated for any reason before the full term is served, a new Vice Chair shall be selected from the jurisdiction of the departing Vice Chair to fill the remainder of the term.

3           **EXECUTIVE MANAGER.**

3.1. Pursuant to Article III Section 3 of the Agreement, the Board shall appoint an Executive Manager. The Executive Manager shall have those powers and be responsible for those duties specified in Article III Section 3.1 of the Agreement.

3.2. The Board may provide the Executive Manager with additional powers and authorities, make the Executive Manager responsible for additional duties, and/or qualify any such powers, authorities, and duties by amending the Bylaws according to Article X hereof.

3.3. The Executive Manager shall, subject to any direction provided by the Board, direct and supervise the activities of OVGA staff.

4           **FISCAL AGENT.**

Pursuant to Article III Section 2 of the Agreement the County of Inyo shall serve as the Fiscal Agent and Treasurer of the Authority unless otherwise directed by a majority of the Votes of the Board of Directors. The Authority shall enter into a Financial Services Agreement to secure these services.

### ARTICLE III. MEETINGS

1           REGULAR SPECIAL AND EMERGENCY MEETINGS.

1.1. Regular, special, and emergency meetings may be called as set forth in Article I Sections 5.2, 5.3, and 5.4 of the Agreement. For purposes of calling a special meeting, both the Chairperson and the Vice Chairperson shall be considered a presiding officer.

1.2. Regular meetings of the Board shall be held at 2:00 PM on the second Thursday of every month at the Bishop Fire Training Center located at East Line Street, Bishop, California, and any other time, date, and location that the Board may determine from time to time.

2           AGENDA.

The Executive Manager shall prepare the draft agenda for each meeting. The Chairperson, and/or any 3 Primary Directors at least one of which must be appointed by a Member, may add items to an agenda by notifying the Executive Director and the Chairperson. The Chairperson or his or her delegate shall approve the draft agenda before its finalization and posting.

3           ORDER OF BUSINESS.

The order of business for meetings shall be proposed by the Executive Director and determined by the Chairperson. Untimed agenda items may be taken out of order at the Chairperson's discretion.

4           VOTING.

Except for any vote taken pursuant to Article VI Section 1.5 of the Agreement which shall be by a simple majority of the Members, all votes of the Authority shall be weighted as set forth in Article IV Section 2, and Article V Sections 1.4, 2.1, and 2.2 of the Agreement. A voice vote may be taken on any matter unless otherwise prohibited by law.

5           MINUTES.

The Executive Manager shall cause to be prepared written minutes of the Board meetings, which shall be available for public inspection when approved by the Board. The record shall contain the votes and abstentions on each matter for which a vote is taken.

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**ARTICLE IV.  
COMPENSATION AND EXPENSES**

1           **DIRECTORS AND ALTERNATE DIRECTORS.**

Directors and Alternate Directors on the Board shall serve without compensation. Directors and Alternate Directors may receive travel and related expenses as the Board may from time to time approve.

2           **OFFICERS.**

Officers of the Authority which are not Directors shall receive compensation as designated by the Board in written contract and/or reimbursement policy. Until such time as the Board appoints an Executive Manager and/or enters into other staffing agreements, staff services and resources provided by Members to the Agreement pursuant to Article II Section 3 of these Bylaws shall be reimbursed at the Member's cost of providing such services and resources.

**ARTICLE V.  
ASSOCIATES AND INTERESTED PARTIES**

[RESERVED]

**ARTICLE VI.  
ADVISORY COMMITTEES**

1           **NUMBER.**

The Board may, in its absolute and sole discretion, establish any number of advisory committees.

2           **PURPOSE.**

The purpose(s) of any advisory committee shall be determined by the Board.

3           **APPOINTMENT AND AUTHORITY.**

Advisory committee members shall be appointed and removed at the discretion of the Board. Advisory Committee members shall each have one vote. In order to be considered for appointment any person or individual representing an entity and/or group shall submit an application on a form approved by the Board. The Board may consider and accept or reject applications at its discretion.

4           **MEETINGS.**

OVGA Advisory committees shall elect a Chair and a Vice Chair. Through their Chair, or otherwise designated representative, advisory committees shall report their activities and recommendations, if any, to the Board at each regular OVGA meeting. Advisory Committees shall meet at a frequency directed by the Board. The subject matter of

Advisory Committee agendas shall be determined by the Board.

5           **STAFFING.**

OVGA staff shall provide administrative staffing resources to the advisory committees established by the Board. Should an advisory committee request or require staffing resources that will create a substantial cost, as determined by the Executive Manager, such resource allocation shall be subject to the approval of the Board.

**ARTICLE VII.  
BUDGET AND FINANCES**

1           **BUDGET.**

The Authority shall operate pursuant to an annual budget adopted in accordance with Article I Section 5.8 of the Agreement. The Authority shall endeavor to operate each fiscal year pursuant to the annually balanced budget so that projected expenses do not exceed projected revenues in any given fiscal year. Pursuant to Article I Section 5.6 the fiscal year of the Authority shall be from July 1 through June 30 unless otherwise changed by Resolution of the Board.

2           **PREPARATION.**

The Executive Manager shall prepare a draft annual budget by April 1 of each year for the Board's review and approval by May 1 as provided in Article I Section 5.8 of the Agreement. Thereafter, the Board and the Executive Manager shall discuss and confer on any issues identified by the Board or the Executive Manager. The Authority, including the Board and the Executive Manager, shall use their best efforts to approve and adopt a structurally balanced annual budget. The Executive Manager shall implement the approved annual budget during the following fiscal year, subject to the provisions of any purchasing policy adopted by the Board.

3           **FINANCES.**

The Authority shall enter into a voluntary depositor agreement with the County of Inyo so long as the County of Inyo serves as its Fiscal Agent and Treasurer. If the County of Inyo ceases to be the Fiscal Agent and Treasurer of the Authority, then the Authority shall enter into a voluntary depositor agreement (or its equivalent) with whatever agency or entity succeeds the County of Inyo in acting as the Authority's Fiscal Agent and Treasurer.

4           **EXCESS FUNDS**

Pursuant to Article IV Section 1 of the Agreement, any fund balance existing in the Authority's accounts at the close of each fiscal year shall be credited toward the Members' funding contribution to the annual budget adopted for the following fiscal year pro-rated to each Member's funding commitment for said budget.

5

**RESERVE POLICY**

The Authority shall establish a reserve policy after consultation with its Fiscal Agent.

**ARTICLE VIII.  
AUTHORITY RECORDS**

1

**RECORDS RETENTION POLICY.**

The Authority shall adopt a records retention policy. This policy will provide criteria and procedures for the retention or destruction of Authority records. This policy shall also include criteria and procedures for keeping separate the records of the Authority from any other agency or entity that shares the building or structure that the Authority has designated its Principal Office pursuant to Article 2.1 of these Bylaws.

2

**MAINTENANCE AND INSPECTION OF AGREEMENT AND BYLAWS.**

The Authority will keep at its Principal Office the original and/or copies of the Agreement and these Bylaws as amended to date, which will be open to inspection by the Authority, its Members, and their Directors and Alternate Directors at all reasonable times during office hours.

3

**INSPECTION RIGHTS OF MEMBERS.**

Provided that upon the advice of Counsel no legal conflict exists, any Member may inspect any record of the Authority, including, but not limited to, the accounting books and records of the proceedings of the Board and committees of the Board, at any reasonable time during office hours. A designated representative of the Member may make any inspection under this section. For purposes of this section, the right of inspection includes the right to copy.

4

**INSPECTION BY DIRECTORS.**

Provided that upon the advice of General Counsel no legal conflict exists, any Director may inspect any record of the Authority, including but not limited to the accounting books and records of the proceedings of the Board and committees of the Board, at any reasonable time during office hours. A designated representative of the Director may make any inspection under this section. For purposes of this section, the right of inspection includes the right to copy.

5

**INSPECTION BY THE PUBLIC.**

Authority records shall be open to inspection by the public to the extent required by law.

6

**WEBSITE POLICY.**

The Authority may establish a website where records and information may be accessible to the public.

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**ARTICLE IX.  
PURCHASING POLICY**

The Authority shall adopt a purchasing policy consistent with Article II Paragraph 2 of the Agreement. This purchasing policy shall comply with the requirements applicable to California county governments.

**ARTICLE X.  
AMENDMENT**

These Bylaws may be amended from time to time by resolution of the Board.

**ARTICLE XI.  
DEFINITIONS AND CONSTRUCTION**

Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any provision of these Bylaws conflicts with any provision of the Agreement, the Agreement's provisions shall prevail, and these Bylaws shall be amended to eliminate such conflict. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the interpretation of these Bylaws.

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Keeler CSD —  
Sierra Highlands CSD — Starlite CSD — Tri Valley Groundwater Management District — Wheeler Crest CSD

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P.O. Box 337  
135 Jackson Street  
Independence, CA 93526

Phone: (760) 878-0001  
Fax: (760) 878-2552  
[www.inyowater.org](http://www.inyowater.org)

## Staff Report

Date: November 19, 2018

Subject: Membership in the Inyo-Mono Regional Water Management Plan

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At the October 25, 2018 OVGA meeting, the OVGA Board voted affirmatively to join the Inyo-Mono Integrated Regional Water Management Plan and sign the Memorandum of Understanding (MOU) which lays out the governance of the group. At that meeting, the OVGA Board determined that it would choose a representative to the Regional Water Management Group at the OVGA's November meeting. Public agency Members of the IRWMP may be represented by a board member, but more commonly have been represented by a staff member.

Staff recommendation: Authorize the Chairman to sign the MOU and determine who shall represent the OVGA at IM-IRWMP meetings.



**INYO-MONO REGIONAL WATER MANAGEMENT GROUP  
PLANNING AND IMPLEMENTATION MEMORANDUM OF UNDERSTANDING**

**Revised Version #1**

**Effective Date: September 1, 2011**

WHEREAS, on November 21, 2008, a Memorandum of Understanding was entered into for the Pre-Planning Phase of the Inyo-Mono Integrated Regional Water Management Plan; and

WHEREAS, this Memorandum of Understanding reflects the further development of the Plan by establishing the basis for governance and consensus; and

WHEREAS, the parties to this Memorandum of Understanding seek to provide stability and consistency in the planning, management, and coordination of water resources within the watershed of the Inyo-Mono Region pursuant to the Integrated Regional Water Management Planning Act (California Water Code section 10530 et seq.); and

WHEREAS, the parties to this Memorandum of Understanding will identify projects, establish the priority of such projects and seek funding to implement such water-related projects in the Inyo-Mono Region as part of the development of an Inyo-Mono Regional Water Management Plan; and

WHEREAS, the parties to this Memorandum of Understanding are not limited in seeking other funding for water-related projects, nor does this Memorandum of Understanding impose legally binding requirements on the parties;

NOW, THEREFORE, the parties agree as set forth below to work together in the Inyo-Mono Regional Water Management Group for the Inyo-Mono Region to carry out the purposes of this Memorandum of Understanding and develop and advance the Inyo-Mono Regional Water Management Plan.

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Definitions.** Unless the context requires otherwise, the words and terms defined in this Article shall have the meanings specified.

**“IRWM Planning Act” or “Planning Act”** means the Integrated Regional Water Management Planning Act, Part 2.2 of Division 6 of the California Water Code commencing with section 10530.

**“IRWM Plan” or “Plan”** has the meaning set forth in Water Code section 10534, which is a comprehensive plan for a defined geographic area, the specific development, content and adoption of which shall satisfy requirements of the Planning Act.

**“Regional Water Management Group”** has the meaning set forth in California Water Code section 10539, which is a group of three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a Plan.

**“Inyo-Mono Region” or “Region”** generally includes Inyo and Mono Counties, northern portions of San Bernardino County and the northeastern portion of Kern County as depicted in the Map attached as Exhibit “A”.

**“Inyo-Mono Regional Water Management Group” or “Group”** means the Regional Water Management Group for the Inyo-Mono Region.

**“Member of the Inyo-Mono Regional Water Management Group” or “Member”** means an entity identified in California Water Code §10541 (g) that is based in the Region, has members or chapters in the Region, or has water management authority in the Region, and is a signatory to this Memorandum of Understanding. Member Representative refers to the person or persons representing the Member at meetings of the Group.

**“Admin Committee”** means the Administrative Working Committee as defined in Section 2.05.

**“Consensus”** means approval of the Member Representatives to move forward with a particular action. “Consensus” does not mean that all Member Representatives support an action, but rather that no Member Representative has voted to oppose an action. A Member Representative may abstain or not vote and that will be considered as no opposition to the action. A Member Representative may verbally note disagreement with an action but still allow consensus without the Member Representative’s support. To vote, a Member Representative must be present in person or by telephone or other electronic device that enables the Member Representative to participate in the discussion. It is understood by the Group that some actions will require a decision by the governing body of one or more Members.

**“Chair and Vice-Chair”** means the Chairperson and Vice-Chairperson of the Administrative Working Committee.

**“Cooperating Entity”** means a business, organization, individual or agency that is not a Member of the Inyo-Mono Regional Water Management Group but is selected to carry out a specific project.

**“Disadvantaged Community” or “DAC”** means any community within the Region qualifying as a Disadvantaged Community under California law using then-current U.S. Census data.

**“Fiscal Year”** means the period from July 1<sup>st</sup> to and including the following June 30<sup>th</sup>.

**“MOU”** means this Memorandum of Understanding, as existing or as subsequently amended.

**“Program Office”** means Staff - personnel directed by the Group to manage daily operations and other needs. The Program Office shall preside over Group Meetings unless recused in which case the Chair or Vice-Chair of the Admin Committee shall preside.

## ARTICLE II

### PURPOSE AND ORGANIZATION

**Section 2.01 Purpose.** This MOU is entered into in accordance with the Planning Act for the purpose of forming the Group that will (1) develop, implement and periodically update the Plan, and (2) coordinate planning and actions with connected Regions. The Group shall work to:

- (a) Support regional objectives and the objectives of the California Water Plan.
- (b) Promote communication and cooperation within the Region in support of these objectives.
- (c) Facilitate investment in projects that can minimize costs and maximize regional benefits through cooperation between Members and Cooperating Entities, through economies of scale, through projects with multiple resource benefits, or through DAC projects.
- (d) Endeavor to assure an element of geographic fairness in the ranking of projects.

This MOU does not impose legally binding requirements on its Members and is not an enforceable contract or agreement. It is a statement of principles for how the Group will conduct business.

**Section 2.02 Term of MOU.** This MOU shall replace the MOU dated November 15, 2010. This MOU shall continue in effect until terminated by all then-current Members. Inclusion of additional Members, and/or withdrawal of Members shall not terminate this MOU.

**Section 2.03 Member Representatives.** Each member shall designate a Member Representative to the Group. More than one Member Representative may be appointed, but each Member shall have only one vote. A Member may appoint someone as their Member Representative notwithstanding the fact that such person is also the Member Representative for another Member. In such instances, such person shall have one vote on behalf of each Member represented.

**Section 2.04 Decision Making.** Decision making by the Group is based upon consensus of those Member Representatives present in person, by phone, or electronically. Where action by the governing body of one or more Members whose representative is present is required, or desirable, the matter shall not be considered approved by the Group until a decision by those governing bodies has been obtained. A Member's governing body may, in its discretion, elect to note disagreement with but "not oppose" an action, rather than disapprove it, thereby allowing the action to move forward without its endorsement.

If the Group cannot reach consensus, the matter may be referred to the Admin Committee for further work and consideration. The Group or the Admin Committee may appoint a working committee for this task. The Admin Committee or the working committee shall then report back to the Group. If consensus by the Group cannot be reached at this point, the matter is taken off the agenda. At a later point, the matter may be placed on the agenda for further consideration.

**Section 2.05 Administrative Working Committee.** The Admin Committee and the Program Office shall be jointly responsible for the on-going administrative work of the Group. The Admin Committee shall consist of six (6) Members who shall serve a term of two years. Three Members of the first Admin Committee shall serve a term of one year, so that there will be an orderly transition of administrative business. Members of the Admin Committee shall serve on a rotating basis so that every Member has the opportunity to serve, notwithstanding that a Member may decline to serve. Members may serve consecutive terms with approval of the Group.

Membership of the Admin Committee shall be appointed by the Group. The Admin Committee shall select a Chair and Vice Chair. Decisions by the Admin Committee shall be by consensus. Decisions by the Admin Committee are always subservient to those of the Group.

**Section 2.06 Other Working Committees.** Other working committees shall be appointed by the Group, or by the Admin Committee as needed.

**Section 2.07 Quorum.** The presence of fifty percent of the Members of the Group shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting from time to time.

**Section 2.08 Meetings.** The various meetings of the organization shall be as follows:

- (a) Members shall meet at least quarterly in a regularly scheduled meeting.
- (b) The Admin Committee shall meet at least twice a year.
- (c) All Member and Admin Committee meetings are open to the public and shall be publicly noticed.
- (d) Other working committees shall meet as needed at a location of their own choosing and shall select their own chair as needed.
- (e) Attendance at all meetings may be in person or by electronic connection.
- (f) Location of meetings shall rotate throughout the planning region whenever feasible.

**Section 2.09 Minutes and Agenda.** The Program Office shall be responsible for maintaining a record of the activities of the Group and the Admin Committee, noticing all Group meetings, Admin Committee meetings and working committee meetings. Minutes of Group and Admin Committee meetings, and any special reports or documents, shall be distributed to the Group. Group and Admin Committee agendas shall be prepared by the Program Office in collaboration with the Admin Committee Chair or her/his designee. Any Member may request an item to be placed on the Group Agenda.

**Section 2.10 Organization, Bylaws and Policies and Procedures.** The Group may take another organizational form necessary to support the Inyo-Mono RWMG. The Group may amend the MOU and establish Bylaws and/or Policies and Procedures as necessary.

**Section 2.11 Fiscal Agent.** The Admin Committee, with approval by the Group, is responsible for establishing a Fiscal Agent with appropriate qualifications to receive, disburse and account for funds related to this MOU. Funding received by the Fiscal Agent to carry out projects shall be disbursed to Members or to Cooperating Entities only after the Fiscal Agent enters a funding agreement with the Member or Cooperating Entity as may be appropriate or required. The Fiscal Agent shall be responsible for any necessary financial reporting, including reports needed to comply with the terms of any grant agreement. The Fiscal Agent shall report annually to the Group and monthly to the Admin Committee. All fiscal reports shall be distributed to the Group.

**Section 2.12 Program Office.** The Group may employ professional staff or consultants as needed and within prudent fiscal constraints. The Group may accept staffing funded by members of the Group or others.

**Section 2.13 Annual Budget.** The Admin Committee shall develop an annual budget for each fiscal year for administrative expenses. The budget shall be based upon funds available or pledged as of May 31<sup>st</sup> of the previous year. The budget may be modified during the fiscal year as necessary with approval by the Group. Each annual budget shall be approved by the Group.

**Section 2.14 Annual Operational and Fiscal Report.** The Admin Committee is responsible for preparing an annual operation and fiscal report for presentation to the Group at the end of each fiscal year. The annual report of the Fiscal Agent is part of this report.

**Section 2.15 Member Withdrawal.** A Member may withdraw from the Group and MOU at any time. A letter, resolution, or similar document signed by the Member's designated representative or other appropriate authority within the Member's organization shall be provided to the Group to complete the withdrawal.

**Section 2.16 Member Financial Responsibility.** A Member shall have no financial obligation to the Group or the Plan unless otherwise agreed to by the Member in writing. Each Member is responsible for individually contracting with the Fiscal Agent for its own project grant funding. The Group will contract separately for any grants or monies it receives.

Date: \_\_\_\_\_

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Name and position (print)

\_\_\_\_\_  
Name (signature)

*Primary Representative:*

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

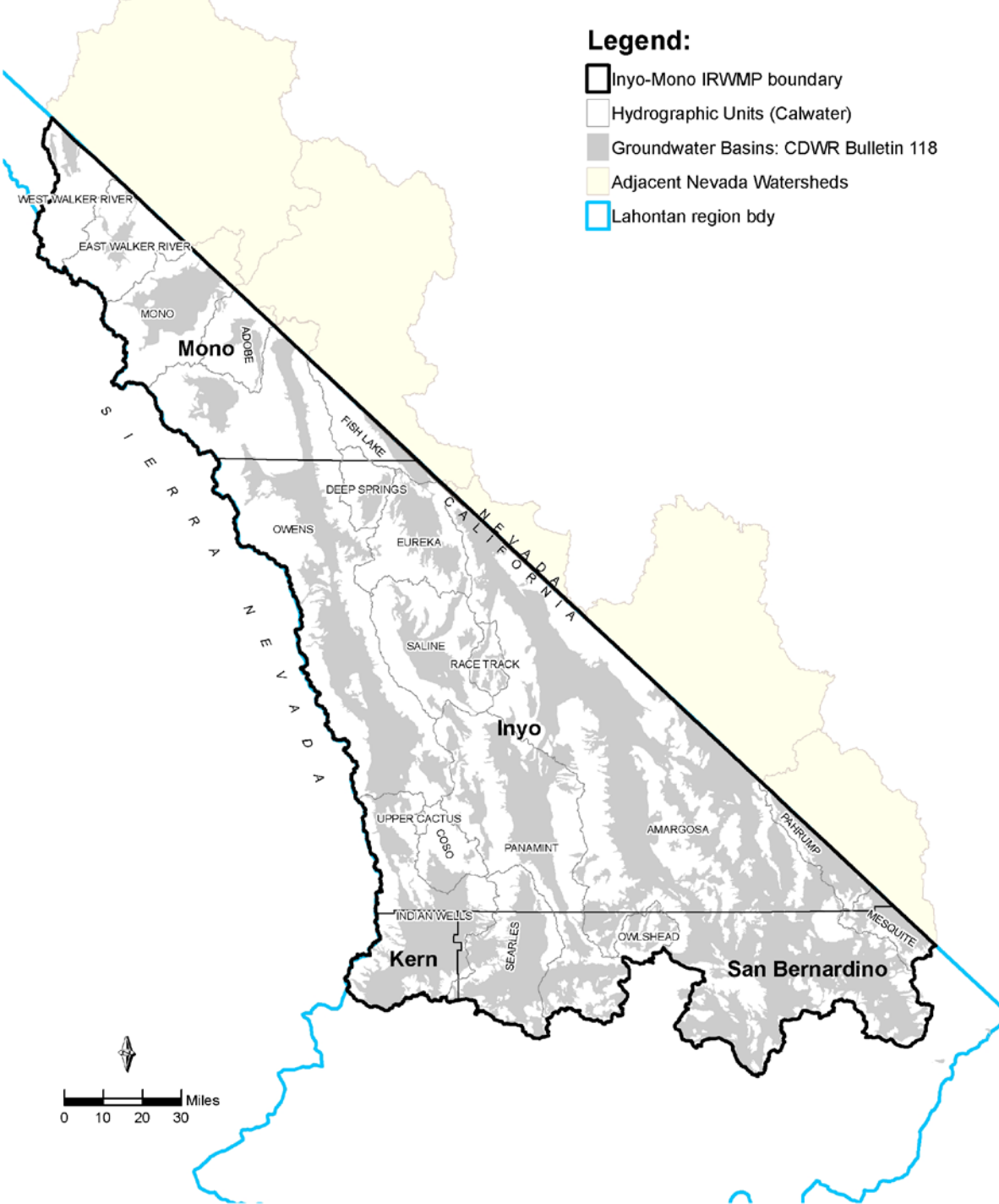
*Alternative Representative:*

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

# Exhibit A: Inyo-Mono IRWMP boundaries



Inyo County Water Department, 8 August 2010

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Keeler CSD —  
Sierra Highlands CSD — Starlite CSD — Tri Valley Groundwater Management District — Wheeler Crest CSD

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135 Jackson Street  
Independence, CA 93526

Phone: (760) 878-0001  
Fax: (760) 878-2552  
www.inyowater.org

## Staff Report

Date: November 19, 2018

Subject: Associate and interested party membership – plan for assessing interest among potential members

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### **BACKGROUND**

The Joint Exercise of Powers Agreement (JPA) that forms the Owens Valley Groundwater Authority (OVGA) provides that certain entities may have representation on the OVGA board, subject to the approval of the Members of the OVGA. Regarding Associate members, the JPA provides (Article V 1.2.1):

Generally speaking, Associate Board seats and corresponding voting powers are intended to be made available to federally recognized tribes within the Basin, a Federal Agency, the Los Angeles Department of Water and Power, and a limited number of mutual water companies representing themselves independently or in association with other mutual water companies. To be eligible to become an Associate of the Authority, the applicant must be eligible to "participate" in the GSA and/or GSP under SGMA and the Act.

To join the OVGA as an Associate, the Associate must have the authority to subject areas within the its jurisdiction to the authority of the OVGA, including implementation of any GSP requirements, and agree to fund the OVGA's costs to implement the GSP within such areas unless otherwise agreed to by the OVGA Members.

Interested parties may participate in the in the OVGA without assuming the responsibilities of an Associate, but have fewer votes. Potentially interested parties are identified in Exhibit B of the JPA, and include agricultural businesses, disadvantaged communities not already represented, domestic well owner groups, environmental organizations, environmental users, federal agencies, mutual water companies, non-agricultural businesses with private wells, public water systems, state agencies, and tribes. See JPA Article V (attached) for details concerning the inclusion of Associates and Interested Parties on the OVGA board.

### **DISCUSSION**

At the October 25, 2018 OVGA meeting, staff was directed to develop a process to gauge stakeholder interest in joining as an Associate or Interested Party. Staff has prepared two draft statement-of-interest forms for prospective Associates and Interested parties to complete and return to the OVGA, and are seeking input from the Board and public. The forms are intended to be a statement of interest only, and do not constitute a formal application process for appointment or obligate the Board to make selections.

Outreach should be conducted to inform the public through notices in local papers and sent to email lists, and radio announcements. The notice would include an invitation to notify the OVGA of interest in becoming an Associate or Interested Party and direct respondents to a webpage for more information. The webpage would have applications and text explaining how Associates and Interested Parties fit into the overall OVGA governance.

If the OVGA determines to move ahead with this process, a deadline of January 7, 2019, is suggested so that the responses can be considered at the January 17 OVGA board meeting.

Concurrent with this statement-of-interest process, OVGA Members may wish to discuss the question of OVGA Board composition with their respective governing bodies in order to inform further discussion and/or a decision at the January meeting.

Attachments:

JPA Article V

Draft Statement of Interest – Associate

Draft Statement of Interest – Interested Party



Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - ASSOCIATE	
Applicant	Name  <i>(Agency(ies) or Entity(ies))</i>
Associate Entity Category	Associate Type  <i>(Tribe, LADWP, Fed. Agency, or MWC)</i>
Primary Director	Name  <i>(First)</i> <span style="float: right;"><i>(Last)</i></span>
Prim. Dir. Contact Information	US Mail  <i>(Street or POB)</i> <span style="float: right;"><i>(City)</i></span> <span style="float: right;"><i>(Zip Code)</i></span>
	E-mail <span style="float: right;">Phone</span>
Alternate Director	Name  <i>(First)</i> <span style="float: right;"><i>(Last)</i></span>
Alt. Dir. Contact Information	US Mail  <i>(Street or POB)</i> <span style="float: right;"><i>(City)</i></span> <span style="float: right;"><i>(Zip Code)</i></span>
	E-mail <span style="float: right;">Phone</span>

On separate pages attached to this application please provide the following information:

1. Identify any jurisdictional/operational areas of the Applicant within and/or adjacent to the Owens Valley Groundwater Basin.
2. Describe the Applicant's specific interest(s) in the OVGA and qualifications of the Director and Assistant Director to serve on the Board.
3. Describe any prior involvement by the Applicant in Owens Valley groundwater issues.
4. Describe the Applicant's governance structure.
5. Describe resources that the Applicant has available to contribute to the OVGA (in-kind, monetary, and/or relevant data).
6. Describe how the Applicant will implement and fund the groundwater sustainability plan developed by the OVGA.

I hereby certify that I am authorized by the Applicant agency(ies) or entity(ies) to submit this statement of interest. I understand that this is a public document and by submitting this application my background and/or qualifications could become public knowledge, and that I will be required to publically disclose personal financial information that may be required to comply with conflict of interest law.

Signature: \_\_\_\_\_ *(Primary Director)* Date: \_\_\_\_\_

Signature: \_\_\_\_\_ *(Alternate Director)* Date: \_\_\_\_\_

*Note: This form indicates a statement of interest only and is not a formal application process for appointment. The Owens Valley Groundwater Authority Board has no obligation to select Associates at this time.*

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY	
Applicant	Name  <i>(Agency(ies) or Entity(ies))</i>
Interested Party Type	Interested Party Type  <i>(See JPA Exhibit B for list of Interested Party Types)</i>
Interested Party Director	Name  <i>(First)</i> <span style="float: right;"><i>(Last)</i></span>
Int. Party Dir. Contact Info.	US Mail  <i>(Street or POB)</i> <span style="float: right;"><i>(City)</i></span> <span style="float: right;"><i>(Zip Code)</i></span>
	E-mail <span style="float: right;">Phone</span>

On separate page(s) attached to this application please provide the following information:

1. Identify any jurisdictional/operational areas of the Applicant within and/or adjacent to the Owens Valley Groundwater Basin.
2. Describe the Applicant's specific interest(s) in the OVGA and qualification of the Director to serve on the Board.
3. Describe any prior involvement by the Applicant entity(ies) in Owens Valley groundwater issues.
4. Explain how the Applicant is a suitable representative of the Interested Party Type that the Applicant desires to represent (see JPA Exhibit B).
5. Describe the Applicant's governance structure.
6. Describe resources that the Applicant has available to contribute to the OVGA (in-kind, monetary, and/or relevant data) and whether the applicant has any authority to implement the groundwater sustainability plan developed by the OVGA.

I hereby certify that I am authorized by the Applicant agency(ies) or entity(ies) to represent them as an Interested Party Director on the OVGA Board. I understand that this is a public document and by submitting this application my background and/or qualifications could become public knowledge, and that I will be required to publically disclose personal financial information that may be required to comply with conflict of interest law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: This form indicates a statement of interest only and is not a formal application process for appointment. The Owens Valley Groundwater Authority Board has no obligation to select Associates at this time.*

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Keeler CSD —  
Sierra Highlands CSD — Starlite CSD — Tri Valley Groundwater Management District — Wheeler Crest CSD

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Fax: (760) 878-2552  
[www.inyowater.org](http://www.inyowater.org)

## Staff Report

Date: November 19, 2018

Subject: Approval of invoices for member staff services

---

County of Inyo, County of Mono, and City of Bishop request payment of expenses incurred on behalf of the Owens Valley Groundwater Authority. Invoices from each agency are attached are attached.

<b>Agency</b>	<b>Billing Period</b>	<b>Amount</b>
Inyo	July – September, 2018	16,904.58
Mono	September, 2017 – November, 2018	16,693.88
Bishop	July – September, 2018	1,582.56
<b>Total</b>		<b>35,181.02</b>

It should be noted that the three-year Groundwater Sustainability Plan Development Budget for overall administrative tasks is \$108,260, and expenses for the first two quarters total \$49,147.41.

INVOICE

Inyo County Water Department  
P. O. Box 337  
Independence, CA 93526  
760-878-0001



Billed To  
OVGA

Invoice Number  
00002

Invoice Total

**\$16,904.58**

Date of Issue  
10-1-18

Description	Hourly Rate	Hours	Amount
Bob Harrington July 2018 – Sept 2018	\$106.49	47	\$5005.03
John Carl Vallejo July 2018 – Sept 2018	\$151.00	50.25	\$7,587.75
Laura Piper July 2018 – Sept 2018	\$59.96	19	\$1,082.62
Keith Rainville July 2018 – Sept 2018	\$65.93	17	\$616.08
Aaron Steinwand July 2018-Sept 2018	\$91.20	21.25	\$1938.00
Advertising – Statement of Qualifications			\$343.50
Copy Charges			\$331.60
		<b>Subtotal</b>	\$16,904.58
		<b>Total</b>	\$16,904.58

Invoice Terms

**Amount Due (USD) \$16,904.58**

**COUNTY OF MONO**  
**COMMUNITY DEVELOPMENT**



**INVOICE**

P.O. Box 347  
 Mammoth Lakes, CA 93546  
 Phone 760 924-1836 Fax 760 924-1801

**DATE:** 15-Nov-18  
**INVOICE #** 2018-01  
**FOR:** *Owen's Valley  
 Groundwater*

**Bill To:**

Owens Valley Groundwater Authority  
 PO Box 337  
 Independence, CA 93526  
 760-878-0001

DESCRIPTION	AMOUNT
<b><i>Owen's Valley Sustainable Groundwater Management</i></b>	
<i>Mono County Staff time: September 2017 - November 2018</i>	
County Counsel - 101.25 hours	\$ 10,125.00
Community Development Director - 73 hours	\$ 5,817.37
Planning Analyst - 18.83 hours	\$ 751.51
<b>TOTAL</b>	<b>\$ 16,693.88</b>

Make all checks payable to **MONO COUNTY**

If you have any questions concerning this invoice, contact Megan Mahaffey, (760) 924-1836, mmahaffey@mono.ca.gov

**PAYMENT DUE UPON RECEIPT**



Small Town with  
a Big Backyard!

# CITY OF BISHOP

377 West Line Street - Bishop, California 93514

Post Office Box 1236 - Bishop, California 93515

760-873-8458 publicworks@cityofbishop.com

[www.cityofbishop.com](http://www.cityofbishop.com)

14 November 2018

Owens Valley Groundwater Authority (OVGA)

Post Office Box 337

Independence, California 93526

This is to request reimbursement for City of Bishop staff time spent in support of the OVGA through 30 September 2018. The amount is \$1,582.56 and the detail is attached. Note that expenditures after 30 September are not billed yet.

Please make the payment to the address above and let me know if you need any additional information.

Sincerely,

David Grah

Director of Public Works

City of Bishop  
OVGA  
City Staff Time Summary

As of October 31, 2018

Month	Name	Hours	Rate		
July 2017	Dave Grah	0	\$ 96.93	\$	-
August 2017	Dave Grah	0	\$ 96.93	\$	-
September 2017	Dave Grah	0	\$ 96.93	\$	-
October 2017	Dave Grah	0	\$ 96.93	\$	-
November 2017	Dave Grah	0	\$ 96.93	\$	-
December 2017	Dave Grah	0	\$ 96.93	\$	-
January 2018	Dave Grah	0	\$ 96.93	\$	-
February 2018	Dave Grah	0	\$ 96.93	\$	-
March 2018	Dave Grah	0	\$ 96.93	\$	-
April 2018	Dave Grah	0	\$ 96.93	\$	-
May 2018	Dave Grah	0	\$ 96.93	\$	-
June 2018	Dave Grah	0	\$ 96.93	\$	-
<b>Total</b>				<b>\$</b>	<b>-</b>
July 2018	Dave Grah	0	\$ 98.91	\$	-
August 2018	Dave Grah	5	\$ 98.91	\$	494.55
September 2018	Dave Grah	11	\$ 98.91	\$	1,088.01
October 2018	Dave Grah	7	\$ 98.91	\$	692.37
November 2018	Dave Grah	0	\$ 98.91	\$	-
December 2018	Dave Grah	0	\$ 98.91	\$	-
January 2019	Dave Grah	0	\$ 98.91	\$	-
February 2019	Dave Grah	0	\$ 98.91	\$	-
March 2019	Dave Grah	0	\$ 98.91	\$	-
April 2019	Dave Grah	0	\$ 98.91	\$	-
May 2019	Dave Grah	0	\$ 98.91	\$	-
June 2019	Dave Grah	0	\$ 98.91	\$	-
<b>Total</b>				<b>\$</b>	<b>2,274.93</b>