

MINUTES

Owens Valley Groundwater Authority

Board Members:

SIERRA HIGHLANDS EASTERN SIERRA CSD INDIAN CREEK-WESTRIDGE CSD WHEELER CREST CSD TRI VALLEY GWMD	John Camphouse Ron Stone Luis Elias Glenn Inouye Dave Doonan	COUNTY OF MONO CITY OF BISHOP COUNTY OF INYO BIG PINE CSD KEELER CSD STARLITE CSD	Fred Stump Chris Costello Dan Totheroh BryAnna Vaughan Daniel Cutshall
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March 14, 2019

The Owens Valley Groundwater Authority meeting was called to order at 2:01 p.m. at the Bishop Fire Training Center, Bishop, CA.

1. Pledge of allegiance

Aaron Steinwand led the pledge of allegiance.

2. Public Comment

Holly Alpers with the Inyo Mono Regional Water Management Group (IRWMG) relayed to the Board there was a GSA forum in Sacramento next week and was verifying the OVGA or area representative would be attending. She stated it was important for the area to be represented.

3. Introductions

The Board introduced themselves with two absences, Sierra Highlands and Keeler CSD.

4. Approval of minutes from the January 10, 2019 OVGA Board meeting

The Chairperson requested a motion to approve the minutes of the January 10, 2019 meeting, first by Dave Doonan, second by Luis Elias. Motion passed 9 yes (40 votes) 0 abstentions, 2 absent (4 votes).

5. Board Member Reports

The Chairperson pended this item.

6. Basin Boundary Modification and separation of Starlite CSD from OVGA

Daniel Cutshall stated now that Starlite is no longer eligible to be a member of the OVGA, this Board should remove Starlite's seat, release Starlite from the JPA, and requested a letter that those actions have been taken on March 14, 2019. He stated that Starlite CSD wished to thank the OVGA for all the support in the efforts of the basin boundary modification. John Vallejo stated the mechanism to remove Starlite from the Board is found in article VI, sec. 1.5 of the JPA, "the majority of members may terminate a member for cause" and he described the effect this action will have on funding and voting shares. Daniel Cutshall made a motion to remove Starlite's seat from the OVGA Board with a second by Chris Costello. Motion passed 9 yes (40 votes) 0 abstention's, 2 absent (4 votes). The Chairperson recommended Inyo staff draft the letter to Starlite and Dr. Steinwand will sign.

The Board and staff discussed returning to their respective Boards to decide on additional funding/shares among other options. John Vallejo stated the share of the funding has to change, due to the formula; all funding members have now become partially funding members. The Board and staff discussed the shares/votes/funding in detail. The Chairperson stated the question he has would be if the JPA is modified by removing the two votes vacant by the removal of Starlite (change to 42 instead of 44), then funding contributions and vote shares remain the same and stated it is premature to start asking the individual entities for additional funding. Dan Totheroh suggested the Board remain as they are until it is decided if additional seats will be added. The Board's decision was to remain without changes to votes/shares at this time.

7. Financial Report

Amy Shepherd, Auditor Controller, presented the financial reports and stated the OVGA's cash balance is \$192,047.78. The Board and staff discussed the grant budget vs member contributions.

8. Status of Proposition 1 Grant Advance Payment Request

Dr. Steinwand stated the grant advance would provide up to 50% cash advance of the grant total and that staff has submitted the required paperwork to the State requesting \$334,115 which reflects the 5% retention. He stated we should have an answer by April 5 and if the advance is awarded, the funds are required to be expended by May, 2020. Dr. Steinwand stated based on the consultant's schedule, there should be no issue expending those funds prior to the May deadline. The Chairperson thanked Inyo staff for the work on the grant advance payment request.

9. DBS&A invoice

Dr. Steinwand stated the first invoice from the consultant for services in the approximate amount of \$22,385 for the period of 12/26/18 – 2/10/19 has been received and paid per his authority provided by this Board under the purchasing policy. He stated an additional invoice in the approximate amount of \$5,000 has been received and is under review.

10. Presentation of draft 2019-2020 OVGA budget

- a. Budget narrative
- b. Discussion of OVGA Insurance
- c. Discussion of Reserve Policy
- d. Discussion of Staff Services contracts
- e. Discussion of Hydrologic Consulting contract

Dr. Steinwand stated the OVGA is operating under the three (3) year Developmental Budget adopted in 2017; the JPA requires submission of a draft annual budget by April 1 of each year; and the budget provided in table 1 is an amendment to the budget adopted in 2017. Dr. Steinwand reviewed the OVGA member contributions and where they will be allocated as well as the grant funding; stated this budget is significantly different from the developmental budget of 2017 primarily because of more realistic staff costs and additional contractor costs; discussed the anticipated expenses of the proposed contracts for the OVGA staff as well as the hydrologic consulting contract with Dr. Harrington; stated the particulars of the staff contracts will be discussed in closed session; and they each have a "cap" for a not to exceed amount. The Board and staff discussed this item in detail. Philip Anaya stated stakeholder engagement will add great value. Dr. Steinwand stated a final 2019-2020 budget will be presented in April.

The Chairperson called a break at 3:14 pm and reconvened the meeting at 3:29 pm.

Dr. Steinwand provided a brief overview on the insurance quotes received with Golden State Risk Management Authority being the low quote. John Vallejo reminded the Board that the Executive Manager could move forward with the insurance on the authority provided to him under the purchasing policy; this does not need to be an agenda item.

Amy Shepherd presented the Board with a draft Reserve Policy. Dr. Steinwand stated \$13,290 was included in the draft 2019-2020 budget for the Reserve which fully funded over three years out of annual contributions. Dave Doonan stated he wanted the contribution to the Reserve Fund to be based on the year end fund balance and not have to "raise funds" to put into the Reserve Policy. Amy Shepherd stated the Board should choose the amount they want such as 16% of their contributions, 16% of year end fund balance, etc., in their Reserve Fund and how they choose to fund that each year to reach that amount is at their discretion.

The entire Board supported a contract with Dr. Bob Harrington for hydrologic consulting. Philip Anaya asked where the scope of duties for this contract is and how can there be public discussion without it. Dr. Steinwand stated after the contract scope of work with Dr. Harrington is discussed in closed session, it will come before the Board in open session for approval. At that time the public can weigh in. Dr. Steinwand stated what has been discussed is the Board would benefit having Dr. Harrington's expertise available to them to go through the groundwater sustainability plan process, the Board unanimously agreed. Philip Anaya supported the Board's decision to offer Dr. Harrington a contract.

11. Discussion of Associate and Interested Party Statements of Interest

Wendy Sugimura provided a detailed staff report regarding the inclusion of Associate and Interested Parties. She stated the things to consider are Board structure, public engagement, the Statements of Interest received, the two entities declining to submit letters of interest, and provided an analysis of the statements of interest received as well as advisory committees, SGMA Law, and JPA requirements. Ms. Sugimura provided details of various inclusion options. The Board, staff, and the public discussed this item in

detail and at length. Philip Anaya stated he would like someone on the Board familiar with the LTWA. The Board chose to wait until the next meeting to discuss whether to respond or not to the two entities declining to submit Letters of Interest. Mr. Anaya stated he feels a response to LADWP is necessary. The Board overall stated many different opinions such as, allowing the tribes to keep sovereignty, moving towards advisory committees, limiting seats to three categories of groups, or postponing adding seats. April Zrelak asked if the Board will decide on adding seats at the next meeting and will the Board inform the individuals personally when the Board will make that decision. The Chairperson stated hopefully there will be time on the next agenda to make recommendations. The Board requested of staff that a letter be sent to the entities that submitted a Statement of Interest to give them advance notice if the Interested Parties recommendation will be included on the agenda. Philip Anaya stated the JPA forms the process for inclusion. Ryan Smith of Crystal Geyser stated they submitted a Letter of Interest; this is an issue of representation; there are 100+ employees at Crystal Geyser that are public water system users and are dependent upon the groundwater resource; and he would appreciate the Board including Interested Parties in some form. Earl Wilson stated he is on a Technical Advisory committee for the Indian Wells Valley and provided information on the structure of their advisory committees. Mary Roper stated it's very important for the environmental group to be seated at the table, one seat for all the environmental groups. Ian Bell, Indian Valley Water Commission employee, stated interested parties are a tremendous free resource. Malcolm Clark stated he has been involved with the Sierra Club for many years; he believes environmental groups have experience working with ground water issues; and they bring experience to the table. He also stated as an individual he would like to support the inclusion of the mutual water companies and a tribal member representative. Ken Toy asked if the staff report was available online, Laura Piper stated yes, on the Water Department web page. Aaron Steinwand stated the Keeler CSD had no one available at this time to provide representation at the meeting but may in the future.

12. Reports from OVGA members' staff

This item was pended due to time constraints.

13. Discussion regarding future agenda items

This item was pended due to time constraints.

14. Set next meeting

This item was pended due to time constraints.

The Chairperson adjourned the regular meeting at 5:13 pm.

CLOSED SESSION

15. PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Executive Manager and staff services contracts

16. PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Legal Counsel

The OVGA reported there was no action taken during closed session that is required to be reported.

17. Adjourn

The Chairperson adjourned closed session at 6:00 pm.

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 04/16/2019

		Claim on	Accounts	Loans	Prepaid	Accounts	Loans	Deferred	Computed	Fund	
		Cash	Receivable	Receivable	Expenses	Payable	Payable	Revenue	Fund	Encumbrances	Balance
		1000	1100,1105,1160	1140	1200	2000	2140	2200	Balance		Undesignated
WDIR - WATER											
6272	OVGA-OWENS VALLEY	164,306		27,325					191,631		191,631
WDIR	Totals	164,306		27,325					191,631		191,631
Grand Totals		164,306		27,325					191,631		191,631

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As Of 4/16/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER						
Revenue						
4301	INTEREST FROM TREASURY	4,000.00	1,732.40	0.00	2,267.60	43.31
4599	OTHER AGENCIES	747,585.00	0.00	0.00	747,585.00	0.00
Revenue Total:		751,585.00	1,732.40	0.00	749,852.60	0.23
Expenditure						
5121	INTERNAL CHARGES	42,745.00	0.00	0.00	42,745.00	0.00
5129	INTERNAL COPY CHARGES (NON-IS)	521.00	520.52	0.00	0.48	99.90
5263	ADVERTISING	2,000.00	0.00	0.00	2,000.00	0.00
5291	OFFICE, SPACE & SITE RENTAL	2,479.00	0.00	0.00	2,479.00	0.00
5311	GENERAL OPERATING EXPENSE	500.00	417.00	0.00	83.00	83.40
5539	OTHER AGENCY CONTRIBUTIONS	50,000.00	44,357.66	0.00	5,642.34	88.71
Expenditure Total:		98,245.00	45,295.18	0.00	52,949.82	46.10
621601	Key Total:	653,340.00	(43,562.78)	0.00	696,902.78	

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	YEAREND	3. Balance forward 2017/2018	JE	07/01/18	02379237	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	JE321179	AutoID: JA18809J Job: 2285810	JE	08/10/18	02285810	245.10	0.00	235,193.56
GL 621601-1000	INTEREST	AutoID: JA18242A Job: 2306513	JE	10/24/18	02306513	958.25	0.00	236,151.81
GL 621601-1000	IS0918	AutoID: IS18C31B Job: 2311614	JE	11/01/18	02311614	0.00	69.06	236,082.75
GL 621601-1000	JE32887	AutoID: JT18N30I Job: 2329197	JE	11/30/18	02329197	0.00	16,572.98	219,509.77
GL 621601-1000	TTLOH	AutoID: WD18N27A Job: 2331549	OH	12/05/18	02331549	0.00	16,693.88	202,815.89
GL 621601-1000	TTLOH	AutoID: WD18N27B Job: 2333015	OH	12/06/18	02333015	0.00	1,582.56	201,233.33
GL 621601-1000	IS1218	AutoID: IS19070F Job: 2354487	JE	01/10/19	02354487	0.00	451.46	200,781.87
GL 621601-1000	JE32285	AutoID: JI19118C Job: 2362061	JE	01/18/19	02362061	0.00	9,508.24	191,273.63
GL 621601-1000	INTEREST	AutoID: JA18207C Job: 2372571	JE	02/07/19	02372571	774.15	0.00	192,047.78
GL 621601-1000	JE33696	AutoID: JI19314A Job: 2394365	JE	03/14/19	02394365	0.00	22,370.77	169,677.01
GL 621601-1000	JE33743	AutoID: JT19326A Job: 2400926	JE	03/26/19	02400926	0.00	4,953.90	164,723.11
GL 621601-1000	TTLOH	AutoID: WD18409B Job: 2415725	OH	04/15/19	02415725	0.00	417.00	164,306.11
*****Total *OBJT 1000		CLAIM ON CASH			DR	236,925.96	72,619.85	164,306.11
GL 621601-1100	YEAREND	3. Balance forward 2017/2018	JE	07/01/18	02379237	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 621601-1140	JE33696	LOANS:GROUNDWATER SUSTAINABILI	JE	03/14/19	02394365	22,370.77	0.00	22,370.77
GL 621601-1140	JE33743	LOAN DUE:GRNDWTR SUSTAIN	JE	03/26/19	02400926	4,953.90	0.00	27,324.67
*****Total *OBJT 1140		DUE FROM OTHER FUNDS			DR	27,324.67	0.00	27,324.67
GL 621601-1160	YEAREND	3. Balance forward 2017/2018	JE	07/01/18	02379237	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 621601-2000	TTLOH	AutoID: WD18N27A Job: 2331310	OH	12/04/18	02331310	0.00	16,693.88	16,693.88
GL 621601-2000	TTLOH	AutoID: WD18N27A Job: 2331549	OH	12/05/18	02331549	16,693.88	0.00	0.00
GL 621601-2000	TTLOH	AutoID: WD18N27B Job: 2332028	OH	12/05/18	02332028	0.00	1,582.56	1,582.56
GL 621601-2000	TTLOH	AutoID: WD18N27B Job: 2333015	OH	12/06/18	02333015	1,582.56	0.00	0.00
GL 621601-2000	TTLOH	AutoID: WD18409B Job: 2413188	OH	04/10/19	02413188	0.00	417.00	417.00
GL 621601-2000	TTLOH	AutoID: WD18409B Job: 2415725	OH	04/15/19	02415725	417.00	0.00	0.00
*****Total *OBJT 2000		ACCOUNTS PAYABLE			CR	18,693.44	18,693.44	0.00
GL 621601-3000	YEAREND	2. Balance forward 2017/2018	JE	07/01/18	02379237	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
GL 621601-4301	INTEREST	2ND qtr 18/19 interest	JE	02/07/19	02372571	0.00	774.15	1,732.40
*****Total *OBJT 4301		INTEREST FROM TREASURY			CR	0.00	1,732.40	1,732.40
GL 621601-5129	IS0918	IS PHOTOCOPIES	JE	11/01/18	02311614	69.06	0.00	69.06
GL 621601-5129	IS1218	IS PHOTOCOPIES	JE	01/10/19	02354487	451.46	0.00	520.52
*****Total *OBJT 5129		INTERNAL COPY CHARGES (NON-IS)			DR	520.52	0.00	520.52
GL 621601-5311	I1900152	GOLDEN STATE RI ACCT#OWENVAL	OH	04/10/19	02413188	417.00	0.00	417.00
*****Total *OBJT 5311		GENERAL OPERATING EXPENSE			DR	417.00	0.00	417.00
GL 621601-5539	JE32887	I#00002 STAFF SVCS	JE	11/30/18	02329197	16,572.98	0.00	16,572.98

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 621601-5539	201801	MONO COUNTY 9/17-11/18 OVGA ST OH 12/04/18 02331310				16,693.88	0.00	33,266.86
GL 621601-5539	111418	BISHOP, CITY OF 7/18-9/18 OVGA OH 12/05/18 02332028				1,582.56	0.00	34,849.42
GL 621601-5539	JE33285	I#00003 STAFF SVCS JE 01/18/19 02362061				9,508.24	0.00	44,357.66
*****Total *OBJT 5539		OTHER AGENCY CONTRIBUTIONS DR				44,357.66	0.00	44,357.66
*****Total *BUDG 621601		OVGA-OWENS VALLEY GROUNDWATER DR-CR				363,724.12	363,724.12	0.00
** G R A N D T O T A L **						363,724.12	363,724.12	0.00

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 —Tri Valley Groundwater Management District — Wheeler Crest CSD

P.O. Box 337
135 Jackson Street
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Staff Report

Date: April 18, 2019

Subject: Item 8. Approve 2019-2020 OVGA Budget

A draft OVGA budget for the 2019-2020 fiscal year was presented and discussed at the March 14, 2019 meeting. The Final Budget presented for approval differs from the Draft Budget in that the not-to-exceed amount in the staff contract for legal services provided by Inyo County Counsel was reduced from \$23,000 to \$18,000. All other revenues and expenditures remain the same.

Table 1. Draft OVGA 2019-2020 Budget.

Revenues	
Interest from treasury	\$4,000.00
Other Agencies (member contributions)	\$249,194.98
Grant Funding	
(a) Grant Administration	\$13,000.00
(b) Stakeholder Engagement Plan	\$0.00
(c) GSP Development	\$248,551.00
Total Revenue	\$514,745.98
Expenditures	
Fiscal Services	
Insurance	\$2,500
Reserve Fund	\$13,290
Subtotal	\$15,790
Staff Services	
Agency: Inyo, Executive Manager	
(a) Staff services	\$24,000
(b) Grant Administration	\$13,000
Agency: Inyo, Legal	\$18,000
Agency: Inyo, Fiscal Agent/Financial Services	\$4,000
Agency: Mono, Administrative & Legal	\$33,000
Agency: Bishop, Administrative	\$5,500
Subtotal	\$97,500
Professional Services	
Robert Harrington, Ph.D.	\$39,520
Website Development	\$11,700
Outside Audit	\$10,000
DBS&A	\$248,551
Subtotal	\$309,771
Miscellaneous Expenses	
Internal Copy Charges	\$1,500
Advertising	\$2,000
Office, Space & Site Rental	\$1,500
General Operating	\$500
Subtotal	\$5,500
Total Expenditures	\$428,561.00
Anticipated carry over balance	\$86,184.98

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-Tri Valley Groundwater Management District-Wheeler Crest CSD

April 18, 2019

Liz Smith
Risk Management Analyst
Golden State Risk Management Authority
247 W. Sycamore Street, P. O. Box 706
Willows, CA 95988

Dear Ms. Smith:

I certify that there have been no known losses, accidents or circumstances that might give rise to a claim in the past 10 years. This is in regards to the following lines of coverage:

- Liability
- Crime
- Cyber

Sincerely,

Fred Stump
Board Chair
Owens Valley Groundwater Authority

**AGREEMENT FOR ADMISSION OF NEW MEMBER
TO THE GOLDEN STATE RISK MANAGEMENT AUTHORITY**

Enclosures:

- 1) Golden State Risk Management Authority Joint Exercise of Powers Agreement;
- 2) Golden State Risk Management Authority Bylaws.

RECITALS

1. Owens Valley Groundwater Authority, a public agency within Inyo County, State of California, has applied for membership in the Golden State Risk Management Authority.
2. Said membership is contingent upon the acceptance of, and agreement to abide by, the Golden State Risk Management Authority Joint Exercise of Powers Agreement (Encl. 1), and the Golden State Risk Management Authority By-Laws (Encl. 2).

AGREEMENT

Therefore, the Owens Valley Groundwater Authority, a public agency, has applied for membership in the Golden State Risk Management Authority. It hereby accepts and agrees to all provisions of the Joint Exercise of Powers Agreement (Encl. 1) and the Bylaws of the Golden State Risk Management Authority (Encl. 2), and agrees to abide by and comply with all the provisions contained therein.

Upon entering this Agreement, the Owens Valley Groundwater Authority is accepted as a new member. Membership is effective as of the date of the prior conditional approval by the Board of Directors of the Golden State Risk Management Authority.

Dated: _____

Fred Stump, Board Chair
Owens Valley Groundwater Authority

Dated: _____

President of the Board
Golden State Risk Management Authority

Approved as to form :

Leonard G. Krup, General Counsel,
Golden State Risk Management Authority

Reviewed and Approved:

Scott Schimke, Risk Manager
Golden State Risk Management Authority

Adopted: April 10, 1979

Amended: April 27, 1992

Amended: June 11, 1997

Amended: July 1, 2000

Amended: July 14, 2004

Amended: July 1, 2009

JOINT EXERCISE OF POWERS AGREEMENT
FOR PROVIDING LIABILITY, WORKERS' COMPENSATION,
PROPERTY AND OTHER COVERAGES

ENTERED INTO BY

PUBLIC AGENCIES WITHIN AND WITHOUT
THE STATE OF CALIFORNIA

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JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING LIABILITY, WORKERS' COMPENSATION, PROPERTY AND OTHER COVERAGES

* * *

THIS AGREEMENT is dated, for convenience, July 1, 1979, as the date the Agreement was initially entered into among certain public agencies within the County of Glenn. Thereafter, this Agreement has been amended to include Public Agencies within or without the State of California. These public agencies are hereafter referred to as "Member Agencies" and listed in Appendix "A", which may be amended from time to time.

PREAMBLE

Golden State Risk Management Authority is established for the purpose of providing services and other functions necessary and appropriate for the creation, operation, and maintenance of liability, workers' compensation, property and other risk pooling and coverage plans for the Member Agencies that are parties hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding risk pooling and insured programs.

RECITALS

This Agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California or other states of the United States;
2. WHEREAS, the following California state laws, among others, authorize the Member Agencies to enter into this agreement:
 - a. Labor Code Section 3700(c) allowing a local public entity to fund its own worker's compensation Claims;
 - b. Government Code Sections 989 and 990, *et seq.* and Education Code Sections 17566 and 17567 permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;

d. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 *et seq.*;

e. Government Code Sections 6500, *et seq.* permitting two or more local public entities (including public agencies located outside the State of California) to jointly exercise under an agreement any power which is common to each of them.

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of developing an effective risk management program to reduce the amount and frequency of their losses, pooling their self-insured losses, and jointly purchasing excess insurance and administrative services in connection with a joint program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

5. WHEREAS, this Authority was originally created and was known as the "Glenn County Joint Powers Authority",

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) to pool their self-insured losses, and (c) to jointly purchase excess insurance and administrative services in connection with a joint protection program for the Member Agencies.

These purposes shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, now know as "Golden State Risk Management Authority", to administer a joint protection program wherein Member Agencies will pool their losses and Claims, jointly purchase excess insurance and administrative and other services, including Claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of California or of any other state of the United States as may desire to

become parties to this Agreement and members of the Authority, subject to approval by the Board.

ARTICLE2

RULES OF CONSTRUCTION

A. The following rules of construction apply:

1. The present tense includes the past or future tense; the future tense includes the present tense.
2. The singular includes the plural and the plural includes the singular.
3. "Shall" is mandatory and "may" is permissive.
4. The masculine gender includes the feminine and neuter.

ARTICLE3

PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement, by cancellation or withdrawal, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE4

CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code, the Authority, a public entity, separate and apart from the parties to this Agreement, is hereby created. The creation of a separate public entity is intended by this Agreement pursuant to Government Code Section 6507. The Authority shall be known as the Golden State Risk Management Authority. The Authority shall be governed by a Board whose composition, powers and duties are set forth in the Bylaws.

ARTICLE 5

TERM OF AGREEMENT

This Agreement is effective July 1, 1979, and continues until terminated as hereafter provided.

ARTICLE6 BYLAWS

This Agreement fully incorporates the Bylaws, as adopted and which may be amended from time to time consistent with this Agreement, by the Board.

ARTICLE 7 POWERS OF THE AUTHORITY

A. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to each of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided in Article 8 herein and in Article IV of the Bylaws;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property including that of a Member Agency;
9. Receive, collect, invest, and disburse moneys; and
10. All other powers described in Government Code Sections 6508 and 6509.5 which sections are incorporated by reference.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon the County of Glenn in the exercise of similar powers.

ARTICLE 8

AUTHORITY FUNCTIONS AND RESPONSIBILITIES

A. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

1. Adopt an annual budget;
2. Establish such funds and accounts as required for efficient operation of the Authority and good accounting practices;
3. Maintain or have maintained accurate loss records for all covered risks, for all Claims paid, and for such other losses as the Board requires or directs be maintained;
4. Acquire protection against risks, as authorized by the Board, that may include, but are not limited to, general liability, public officials' errors and omissions liability, employment practices liability, pollution liability, automobile liability, watercraft liability, workers' compensation, property, and equipment breakdown, through, but not limited to, self-insurance funding, risk pooling and/or commercial insurance, for primary, excess and/or umbrella insurance coverage, by negotiation, bid, or purchase;
5. Provide loss prevention, safety and loss control services;
6. Provide Claims management services for covered risks;
7. Provide Claims recovery and subrogation services to investigate, pursue, and collect for damages resulting from Covered Losses that are caused, partly or totally, by the acts of others;
8. Select and retain legal counsel and Claims legal defense counsel;
9. Perform other functions for the purpose of accomplishing the goals of this Agreement.

ARTICLE 9

MEMBER AGENCY RESPONSIBILITIES

A. Each Member Agency has the following responsibilities:

1. Designate a primary contact for the Authority;

2. Pursuant to the procedures set forth in the Bylaws, appoint representatives to the Authority Board;
3. Pay timely all contribution charges, contribution surcharges, adjustments or any other fees or charges.
4. Notify and cooperate fully with the Authority in all matters relating to any and all Claims;
5. Provide annually all information required or requested by the Authority in order for the Authority to properly calculate contributions and to carry out the Joint Protection Program under this Agreement;
6. Provide annually current, complete, and accurate information of the values of buildings and contents covered by the Authority;
7. Maintain loss prevention and risk management policies that can reasonably be expected to reduce, or minimize, the Member Agency's losses;
8. Such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE 10

TERMINATION

A. This Agreement may be terminated at any time by the written consent of three-fourths of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

B. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Member Agencies in the joint protection program, including any of those parties which previously withdrew, in accordance with and proportionate to their contribution payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending Claim or loss covered by this Agreement has been finally adjusted, resolved and concluded.

C. The Board is vested with all powers for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to assess current and former Member Agencies (Member Agencies at the time existing unpaid Claims arose or losses incurred), to pay any additional amounts necessary for the final disposition of all Claims and

losses covered by this Agreement. A Member Agency's share of such additional contribution shall be determined on the same basis as that provided for in Paragraph B. of this Article.

D. Termination of any Member Agency shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to any terminating Member Agency of all or any part of any contributions, payments or advances made until the Agreement is rescinded or terminated as to all parties.

E. The decision of the Board under this Article shall be final.

ARTICLE 11 PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or their party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 12 AMENDMENTS

This Agreement may be amended from time to time by an affirmative vote of more than 50% of the Member Agencies.

ARTICLE 13 ENFORCEMENT

The Authority is hereby granted the authority to enforce this Agreement. In the event any action is instituted concerning a dispute involving any provision of this Agreement, the prevailing party in such action shall be entitled to such sums as the court may fix as attorneys fees and costs.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

ARTICLE 15

COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 16

FILING WITH SECRETARY OF STATE

The Risk Manager shall file a notice of this Agreement with the office of California Secretary of State within thirty (30) days of its effective date, as required by the Government Code section 6503.5 and within seventy (70) days of its effective date as required by Government Code section 53051.

SIGNATORIES

The original signatures for the Member Agencies are set forth in the original Joint Powers Agreement. The necessary signatures for Amendments to this Agreement are set forth with each Amended Agreement.

APPENDIX A

JOINT POWERS AGREEMENT MEMBER AGENCIES (AS OF JULY 1, 2009)

Albion-Little River Fire Protection. District	Castroville Cemetery District Cayucos-Morro Bay Cemetery District	Foothill Fire Protection District Galt-Amo Cemetery District German Cemetery District Glenn Codora Fire District Glenn Colusa Fire District Glenn County IHSS Public Authority
Alturas Cemetery District	Central Valley Cemetery District	Glenn County Office of Education
Anderson Cemetery District	Chester Cemetery District City of Orland	Glenn County Olive Pest Management District
Arbuckle Cemetery District	Clovis Cemetery District	Glenn County Resource Conservation District
Arbuckle Public Utility District	Coffee Creek Volunteer Fire District	Glenn County Transit
Arroyo Grande Cemetery District	Columbia Cemetery District	Gridley-Biggs Cemetery District Halcumb Cemetery District Hamilton City Community Services District
Artois Community Services District Artois Fire District	Colusa Basin Drainage District Colusa Cemetery District Colusa County One-Stop Partnership	Hamilton City Fire Protection District Hamilton Unified School District
Atascadero Cemetery District	Comptche Community Services District	
Auburn Public Cemetery District	Coming Cemetery District	Hanford Cemetery District Happy Homestead Cemetery District
Bayliss Fire Protection District	Cortina Creek Flood Control and FWCD Cottonwood Cemetery District County of Glenn	Hills Ferry Cemetery District
BearValley/Indian Valley Fire District		Hornbrook Cemetery District
Berry Creek Community Services District	Dobbins-Oregon House Fire Protection District	Hornbrook Community Services District
Browns Valley Cemetery District		Kelsey Cemetery District
Brownsville Cemetery District	Elk Community Services District Elk Creek Cemetery District Elk Creek Community Services District	Kelseyville Cemetery District
Burney Cemetery District	Elk Creek Fire District Elk Grove - Consumnes Cemetery District	Keystone Cemetery District Kimsheew Cemetery District Lake Elementary School District Levee District #1 Levee District #2 Levee District #3 Little Valley Community Services District
Butte City Community Services District		Live Oak Cemetery District
Byron-Brentwood-Knightson Union Cemetery District	Elsinore Valley Cemetery District Fair Oaks Cemetery District Fall River Mills Fire Protection District	Los Banos Cemetery District Los Molinos Cemetery District Lower Lake Cemetery District Manton Joint Cemetery District
Cambria Cemetery District		
Camptonville Community Services District	First 5 Colusa Children & Family Commission	
Capay Fire Protection District Capay Joint Union School District	First 5 Glenn County	
Capitol Southeast Connector JPA Carters Cemetery District	First 5 Yuba Commission	

Marvin Chapel Cemetery District	District	District
Marys Cemetery District	Paradise Cemetery District	Sierra County Cemetery District
	Paso Robles Cemetery District	#5
Maxwell Cemetery District		
Maxwell Fire Protection District	Patterson Cemetery District	Snelling Cemetery District
Maxwell Public Utilities District	Peoria Cemetery District	Stony Creek Joint Unified
Maxwell Recreation & Parks		School District
District	Perris Valley Cemetery District	Stonyford Cemetery District
		Storm Drain Maintenance
Mendocino Community Services	Picard Cemetery District	District #1
District		Storm Drain Maintenance
Mendocino Fire Protection	Piercy Fire Department	District #3
District		Sutter Cemetery District
Mendocino Little River Cemetery		Sylvan Cemetery District
District		Tehama Cemetery District
	Pine Creek Cemetery District	
Merced Cemetery District		Tehama Colusa Canal Authority
Millville Cemetery District	Placer County Cemetery District #1	Tipton-Pixley Cemetery District
Mount Shasta Fire Protection		
District	Plainsburg Cemetery District	Tracy Public Cemetery District
Murrieta Valley Cemetery District	Plaza Elementary School	Trinity Center Community Services
North Willows Community Services	District	District
Area	Pleasant Grove Cemetery District	Truckee Cemetery District
N.E. Willows Community		
Services District	Pliocene Ridge Community Service	Ukiah Valley Fire Dist
	Dist	Upham Cemetery District
Napa-Berryessa Resort		Upper Lake Cemetery District
Improvement District	Princeton Joint Unified School	Visalia Cemetery District
Nevada Cemetery District	District	
Nevada-Sierra Regional IHSS		Wheatland Cemetery District
Newcastle, Rocklin, Gold Hill	Quincy-LaPorte Cemetery	Wildomar Cemetery District
Cemetery District	District	Williams Cemetery District
	Ramona Cemetery District	Williams Fire Protection Authority
Newville Cemetery District		Willows Cemetery District
	Reclamation District 2140	Willows Rural Fire District
North Central Counties Consortium	Red Bluff Cemetery District	Willows Unified School District
Oak Grove Cemetery District		Winton Cemetery District
	Redwood Coast Fire Protection	
Oak Hill Cemetery District	District	YubaLAFCO
Orange County Cemetery	Riverview Cemetery District	
District		Zamora Fire District
Ord Bend Community Services	Russian River Cemetery District	
District	Salsipuedes Sanitary District	
Ord Bend Fire District		
	Santa Margarita Cemetery	
Orland Artois Water District	District	
Orland Cemetery District	Santa Maria Cemetery District	
Orland Rural Fire District		
Orland Unified School District	Selma Cemetery District	
Oroville Cemetery District	Shasta Valley Cemetery District	
Pajaro Valley Public Cemetery	Shaws Flat-Springfield Cemetery	

GOLDEN STATE RISK MANAGEMENT AUTHORITY
BYLAWS

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ARTICLE I.
DEFINITIONS

A. Unless the context otherwise requires, the designated terms in the Joint Powers Agreement and Bylaws have the following definitions:

1. "Authority" means the Golden State Risk Management Authority.
2. "Basic Risk Coverages" shall mean the protection package offered to all Member Agencies, consisting of protection for risks related to General Liability, Workers' Compensation, Property, and Miscellaneous exposures.
3. "Board" or "Governing Board" shall mean the governing board of the Authority;
4. "Certificate of Coverage" or "COC" is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.
5. "City" shall include cities, towns, and villages, whether incorporated or not. City does not include a County.
6. "Claim" shall mean any demand, action, suit or proceeding against a Member Agency arising out of an occurrence that falls within the Authority's Joint Protection Program.
7. "County" shall mean a political subdivision of the State of California or any other State of the United States of America. County does not include a City.
8. "Covered Loss" is a loss resulting from a Claim against a Member Agency, in excess of the Member Agency's deductible, retained limit or self-insured retention that falls within the Joint Protection Program, as prescribed by the pertinent Memorandum of Coverage and Certificate of Coverage.
9. "Excess Coverage" shall mean that coverage afforded by commercial insurance or any pooling arrangement purchased by the Authority to cover losses in excess of the Authority's own deductible, retained limit or self-insured retention.
10. "Fiscal Year" is the period from the first day of July of each year to and including the thirtieth day of June of the following year.
11. "Incurred Loss" is the sum of moneys paid and reserved by the Authority that is necessary to investigate and defend a Claim and to satisfy a Covered Loss sustained by a Member Agency.
12. "Joint Protection Program" or "Program" shall mean the operation of the Authority under which the Member Agencies are protected against designated

losses, through pooling of self-insured funds, joint purchase of commercial insurance, or any combination as determined by the Board.

13. "Member" means a member of the Board.
14. "Member Agency" means any public agency that is a party to this Agreement.
15. "Memorandum of Coverage" or "MOC" is the document issued by the Authority to Member Agencies specifying the limits of liability of the coverage provided to each Member Agency, including the Authority's deductible or retention amount and Excess Coverage limits.
16. "Special District" shall mean special districts created pursuant to the law of the State of California or of any other state which provides any governmental service. Special Districts shall be treated as Member Agencies except that Special Districts governed through the Board of Supervisors of a County shall be represented on the Board by that County in accordance with Article III hereof.

ARTICLE II.

OFFICES

The Authority's principal office for the transaction of business is located at 243 West Sycamore Street, Willows, California. The Governing Board may change the location of the principal office from time to time.

ARTICLE III.

GOVERNING BOARD

A. GOVERNING BOARD

The Authority shall be governed by a Board composed of seven (7) Members, all of whom shall be elected or appointed Members of the governing boards of Member Agencies. The Members of the Board shall be composed of: (1) two Members from the boards of supervisors of County Member Agencies; (2) one Member from the city council of a City Member Agency; (3) one Member from the board of trustees of a school district Member Agency; (4) one Member from the board of directors of a cemetery district Member Agency; (5) one Member from the board of directors of a fire protection district Member Agency; and (6) one member from the board of directors of a Special District Member Agency.

B. ELECTION OF BOARD MEMBERS

4.1. Annual elections are to be held to fill vacating positions on the Governing Board as described herein. The election process shall include the use of the Board Member Election Timeline. The Timeline shall be updated and approved by the Board annually. The Board Member Election Timeline shall be maintained as a separate document.

2. Vacancies for the Board alternate with representatives for cemetery districts, cities and school districts opening in even numbered years and representatives for fire districts and special districts opening in odd numbered years. Currently, two county representatives are appointed by the Glenn County Board of Supervisors on their own appointment schedule.

Districts in the above member groups will be invited to nominate themselves. The nomination will be for a particular district not for an individual person. If elected, the chosen district shall: (a) appoint a member of their governing board to serve on the Board, and also (b) appoint a second member of their governing board to serve as an alternate Board Member. In the absence of the appointed representative due to (a) resignation, or (b) inability to attend any Board meetings, the alternate representative shall (a) substitute for and replace the resigned representative, or (b) attend board meetings in the place and stead of the absent representative. If no nominations are received for a particular group, the Board shall appoint an individual meeting all requirements for representing that group to fill the opening for the duration of the term.

Once the nomination period has closed and the slate of nominated districts is approved by the Board, an election will be conducted. If a member is the only district nominated for a group, no election voting shall be held for that group and that district will be the considered the winner of the election.

During this election period, nominated districts may contact districts in their peer group to promote their desire to appoint a representative to the Board.

Each district will get one vote each. The vote will either be by board action or by the district representative (usually the district manager or primary contact) as authorized by the district board.

All communication to members will be through their preferred method of communication (email or USPS). Members may vote either electronically or via USPS or fax.

Vote count will not be disclosed to any party prior to the results being presented to the Board.

Election winners are determined by a simple majority of the votes cast. In case of a tie among those receiving the most votes, the winner will be decided by random selection from those candidates that are tied.

If a seated board member is no longer a member of their represented District's governing board, the governing board of that district shall appoint another representative from their governing board. If that board does not appoint a

member by the next meeting of the Board, the Board shall appoint an individual meeting all requirements for representing that group for the duration of the term.

If a chosen district has determined to and acted to withdraw from GSRMA, then:

(a) when a withdrawal occurs before the term of the appointed representative begins, then the next highest vote getter shall be the chosen district in that member group; or (b) if the withdrawal occurs after the term has begun, the Board shall fill this vacancy by appointing another member agency in that member group to act as a chosen district and to appoint a member of their governing board to serve on the Board for the duration of the term.

C. TERMS OF OFFICE

- I. The term of each Member shall be two years.
2. Each Member serves at the pleasure of his or her respective appointing governing body and may be replaced at any time. The County Members shall also represent all special districts that are governed by County boards of supervisors. No person who is an employee of any Member Agency shall be appointed to serve on the Governing Board.

D. VOTING AND COMPENSATION

1. Each Member has one vote.
2. Each Member shall be entitled to compensation in an amount up to \$250.00 per meeting of the Board attended. The Board shall establish the actual amount of compensation up to the maximum. In addition, Members shall be entitled to reimbursement for transportation expenses incurred in connection with performance of duties as a Member pursuant to the Internal Revenue Service's established allowance. The Board may authorize additional reimbursement for other expenses incurred in connection with duties as a Member.

E. POWERS OF THE BOARD

The Board, consistent with the purposes of the Agreement and these Bylaws, has the power to:

- I. Adopt and amend the Authority's Bylaws;
2. Adopt an Annual Operating Budget.
3. Approve or reject agencies applying to become Member Agencies;
4. Elect and remove the risk manager and officers of the Authority;

5. Establish an executive committee or any other committees and delegate to them functions not otherwise reserved to the Board;
6. Contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of the Agreement;
7. Authorize risk management audits to review the participation of each Member Agency in the Program;
8. Authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature; however, unless so authorized, no officer, staff member or agent shall have any power to bind the Authority by contract;
9. Approve loss analysis controls by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and possible deductibles;
10. Approve plans to assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties;
11. Conduct all necessary actions in concluding and dissolving the business affairs of the Authority, including determining the distributions to Member Agencies upon termination of the Authority;
12. Approve specific risks for which the Authority intends to provide protection;
13. Determine the necessity for and amount of any contribution surcharge that may be imposed because of circumstances described in Article X.C. 1. and 2. of these Bylaws; and
14. Act in furtherance of the Agreement and these Bylaws.

F. ADDITIONAL DUTIES OF THE BOARD

In addition to duties specifically expressed in the Agreement or in the Bylaws, the Board shall:

1. Maintain membership in at least one (1) public risk management association.
2. Assign at least one (1) Member to attend an annual risk management conference.

ARTICLE IV.
OFFICERS

A. PRESIDENT AND VICE-PRESIDENT

The Board shall elect a president and vice-president from among its Members at its first meeting each calendar year. Thereafter, at its first meeting in each succeeding calendar year, the Board

shall elect a president and vice-president. The term of office of the president and vice president shall be for one (1) year. If either the president or vice-president ceases to be a Member, the resulting vacancy shall be filled at the next regular meeting of the Board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the Board. In the absence or inability of the president to act, the vice president acts as president. The president also serves as the treasurer of the Authority.

B. RISK MANAGER

The risk manager shall be selected and appointed by the Board. The position includes the functions of secretary, chief administrative officer of the Authority, and auditor. The risk manager shall be responsible to the Board for the performance of all functions of the Authority as provided in the Agreement and these Bylaws. In the absence of both the president and vice-president, the risk manager shall preside at and conduct meetings of the Board.

C. TREASURER AND AUDITOR

Other than prescribed above, the Board may appoint one of the Authority's officers or employees to serve in the position of either treasurer or auditor, or both of such positions. These offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons appointed shall have the powers, duties, and responsibilities as set forth in Government Code Sections 6505, 6505.5 and 6505.6, including the duty to cause an independent annual audit to be made in compliance with Government Code Section 6505.

1. The treasurer shall:
 - a. Have the custody of the Authority's funds;
 - b. Disburse the Authority's funds pursuant to the Board's authority;
 - c. Invest and reinvest the Authority's funds in accordance with state law.
2. The auditor shall:
 - a. Draw warrants to pay demands against the Authority. The warrants drawn by the auditor shall be reviewed by the Board and approved and ratified at the first meeting of the Board following the draft of the warrants;
 - b. Establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Board requires;
 - c. Within one hundred twenty (120) days after the close of each Fiscal Year, give a complete written report of all financial activities for that Fiscal Year to the Authority for the annual audit by a certified public accountant.

D. ASSUMPTION OF DUTIES

Each officer shall assume the duties of his office upon election or appointment, unless otherwise declared by the Board.

E. OFFICIAL BOND

The Board shall require the risk manager, treasurer, and auditor to cause to be filed with the Authority an official bond in an amount to be fixed by the Board, but not less than \$500,000. The Authority shall pay the cost of the premiums for each bond required by it. In the alternative, the Authority may utilize and participate in bond coverage by means of a master bond jointly purchased by public agencies.

F. REMOVAL AND VACANCIES

The Board may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

**ARTICLE V.
LIABILITY OF GOVERNING BOARD, OFFICERS,
COMMITTEE MEMBERS AND LEGAL ADVISORS**

A. Members, officers, committee members, and legal advisors to the Board or any committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to the Agreement and Bylaws. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

B. No Member, officer, committee member, or legal advisor to the Board or any committee shall be responsible for any action taken or omitted by any other Member, officer, committee member, or legal advisor to the Board or any committee. No Member, officer, committee member, or legal advisor to the Board or any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to the Agreement and Bylaws.

C. The Authority shall investigate and defend actions against, and pay on behalf of the Authority, the Board, the individual Members, the officers of the Authority, any committee, the individual committee members and any legal advisor to the Board within the scope of their assigned duties pursuant to Article IV, subject to a limit of liability within the discretion of the Board, all sums that they or any of them become legally obligated to pay as damages because of any act or omission in the performance of their respective duties as provided in the Agreement and in these Bylaws. This coverage shall not apply to intentionally dishonest or fraudulent acts,

or to punitive damages, penalties or sanctions. In the alternative, the Authority may purchase insurance coverage for these exposures, to the extent allowed by law.

D. The risk manager shall contract for all necessary investigation and shall select defense counsel under this Article.

ARTICLE VI.
BOARD MEETINGS

A. REGULAR MEETINGS

1. The Board shall hold bi-monthly meetings. Unless otherwise notified pursuant to the Ralph M. Brown Act, these meetings shall be held at 6:00 p.m. on the second Wednesday of every other month (i.e. July, September, November, January, March, and May). Should any of these days fall upon a legal holiday, the meeting of the Board shall be held on the same day of the following week.
2. Written notice of each regular meeting of the Board shall be delivered to each Member and/or alternate Member at least seven (7) days in advance of the meeting. The notice shall specify:
 - a. The place, date and hour of the meeting,
 - b. Those matters which are intended to be presented for action by the Board,
 - c. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Member Agencies.

B. SPECIAL MEETINGS

1. A special meeting of the Board may be called at any time by the president of the Board, or by a majority of the Members or by the risk manager subject to the requirements for 24-hour written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code.
2. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

C. RALPH M. BROWN ACT AND CLOSED SESSIONS

- I. Each meeting of the Board, including, without limitation, regular, adjourned regular and special meetings, including any closed session, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
2. Closed sessions for pending litigation shall not be semi-closed. Interested members of the public shall not be admitted to a closed session. Closed sessions for pending litigation shall only be attended by Members, legal counsel to the Board, and necessary Authority staff. Persons without an official role in the meeting shall not be present.

3. The risk manager, or his alternate, shall attend closed sessions as the sole necessary or required member of the Authority staff.

D. PLACE OF MEETINGS

Each regular or special meeting of the Board shall be held at a place within the State of California designated by the Board at its preceding meeting or, if no such designation is made, as designated by the risk manager or the president of the Board.

E. RULES OF ORDER AND MINUTES

1. The risk manager shall keep minutes of all regular, adjourned regular and special meetings. Within sixty (60) days after the adoption of the minutes of a meeting, the risk manager shall have a copy of the adopted minutes made available online in the Authority's website accessible by each Member and by each Member Agency through their respective accounts. Alternatively, if a Member or a Member Agency has no internet access, the Authority shall provide a copy of said minutes to the Member or Member Agency upon written request.
2. All meetings of the Board, and of any committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

F. QUORUM

No business may be transacted without a quorum of the Members being present. A quorum shall consist of four (4) Members. Four Members must vote in favor of a motion to approve it. The Board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

G. ADJOURNED MEETINGS

1. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be conducted.
2. A copy of the order for adjournment shall be posted as required by Section 54955 of the California Government Code. No other notice of an adjourned meeting shall be necessary, unless the transacted adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE VII. MEMBERSHIP

A. NEW MEMBER AGENCIES

1. Except as provided by Section C.3 below, public entities that have applied for membership may be approved by the Board and may be admitted to the Program at any time. The Board shall have the sole discretion to admit or reject new Member Agencies. In and through their application for, and acceptance of membership, new Member Agencies shall agree to accept, comply with, and be bound by all the provisions of the Agreement and Bylaws.
2. The agency requesting membership shall supply all loss experience and risk exposure data together with any other relevant information requested by the risk manager.
3. Determination of the initial contribution charges for new Member Agencies shall be pursuant to the calculation provided in Article X of the Bylaws. In the alternative, for Member Agencies with no prior contribution or premium history, the initial contribution shall be established using the data supplied by the new Member Agency.
4. The initial contribution rates for new Member Agencies shall remain the same for the first three years of membership, which begins at the first effective date of membership in any coverage part of the Program. For purposes of this paragraph, under no circumstances will a Member Agency's subsequent participation in another coverage part of the Program extend the first three years of membership. The initial contribution rate(s) for the coverage part(s) of the Program that the Member Agency subsequently joins remains the same only throughout the first three years of membership as prescribed in this paragraph. For a new Member Agency admitted at any time other than at the beginning of the Authority's Fiscal Year, the first three years of membership, referred to in Article X of the Bylaws, shall commence at the beginning of the next Fiscal Year of the Authority.

B. CANCELLATION

The Authority shall have the right to cancel any Member Agency's participation in the Program upon two-thirds vote of the Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from the Program.

C. WITHDRAWAL

1. A new Member Agency shall not withdraw as a party to this Agreement and as a Member Agency of the Authority for a three-year period commencing on July 1 of the first Fiscal Year as a Member Agency.

2. After the initial three-year non-cancellable commitment to the Program, a Member Agency may withdraw only at the end of a Fiscal Year of the Authority, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and the Program, except as otherwise permitted by the Board.
3. Any Member Agency that withdraws as a party to this Agreement pursuant to this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal, except as otherwise permitted by the Board.

D. EFFECT OF WITHDRAWAL

- I. The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment or return of any contribution, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.
2. The withdrawal of any Member Agency after the effective date of the Program shall not terminate its responsibility to contribute its share of contributions to the program until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the Board. In connection with this determination, the Board may exercise similar powers to those provided for in Article 10 (Termination) of the Agreement.

ARTICLE VIII.
ACCOUNTS, RECORDS, AND AUDITS

A. ACCESSIBILITY OF BOOKS AND RECORDS

Books and records of the Authority in the possession of the auditor shall be open to inspection at all reasonable times by designated representatives of the Member Agencies.

B. AUDITS

- I. The Authority shall contract with a certified public accountant for an annual audit of the accounts and records of the Authority at the end of each Fiscal Year. The minimum requirements of the audit shall be those prescribed by the State Controller under Government Code Section 26909 and shall conform to generally accepted auditing standards.
2. Within six months after Board approval, the risk manager shall have a copy of the audit report accessible online in the Authority's website by Member Agencies through their accounts. Alternatively, if a Member Agency has no internet access,

the Authority shall provide a copy of said Board-approved audit report to Member Agencies who request so in writing.

3. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

C. **AUTHORIZATION OF PAYMENTS**

Before payment by the treasurer of any invoices, billings, and claims for payment of losses, such documents must be approved and signed by the president, vice president, or the risk manager or his or her designee.

ARTICLE IX.
NOTICES

A. Notice to a Member Agency under this Agreement and Bylaws shall be sufficient if made available online in the Authority's website accessible through the Member Agency's online account, or electronically mailed to the Member Agency's designated primary contact, or mailed to the office of the Governing Board of the Member Agency.

B. Notice to the Authority shall be sufficient if mailed to the office of the risk manager.

ARTICLE X.
CONTRIBUTIONS

A. **CONTRIBUTION CHARGE**

1. For each of the first three years of membership in the Authority, the Member Agency's annual contribution charge for Basic Risk Coverages shall be calculated on the contribution rate for Basic Risk Coverages based on the twelve-month period immediately preceding the beginning of the Fiscal Year in which the agency becomes a Member Agency of the Authority, modified by pertinent surcharge or credit determined during the Member Agency's application and underwriting.
2. For Basic Risk Coverages to be provided subsequent to a Member Agency's initial membership period of three Fiscal Years, as stated in paragraph A.1. above, the risk manager shall calculate annually the amount of the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager may seek the assistance of an actuary, risk management consultant or other qualified person, in calculating the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager shall make estimated calculations, obtain approval of the Board, and shall distribute the contribution charge bills at least thirty (30) days before the end of the Fiscal Year preceding the year for which the annual contribution charges apply.

3. The risk manager shall determine the annual contribution charge for each Member Agency for each type of coverage under Basic Risk Coverages upon the basis of a cost allocation plan and rating formula developed and approved by the Board. The annual contribution charge for each Member Agency shall include that Member Agency's prorated share of excess insurance contribution or premium and/or reinsurance costs; charge for pooled risk, recognizing the deductible selected and including a margin for contingencies as determined by the Board; claims adjusting and legal cost; and administrative costs and other costs to operate the Authority. The risk manager shall also consider each Member Agency's loss history and loss exposure together with the performance of each Program (coverage) in making the calculations of the annual contribution for each Member Agency.

B REBATES

The Board shall have the authority to rebate the proportionate shares of any surplus funds in a Fiscal Year to that Fiscal Year's Member Agencies. The Board may require that any such rebates be applied in reduction of future contributions.

C. CONTRIBUTION SURCHARGE

1. If the Authority experiences unusually severe losses or an unusually large number of losses under any part of the Program in a Fiscal Year, such that notwithstanding reinsurance coverage for large individual losses, the Authority's insurance funds for that part of the Program may be exhausted before the next annual contributions are due, the Board may, upon consultation with an actuary, impose contribution surcharges on all participating Member Agencies.
2. If it is determined by the Board, upon consultation with an actuary, that the Authority's insurance funds for a part of the Program are insufficient to (a) pay losses, (b) fund known estimated losses, and (c) fund estimated losses which have been incurred but not reported, the Board may impose a surcharge on all participating Member Agencies.
3. Contribution surcharges imposed pursuant to (1) and (2) above shall be in an amount which will assure adequate funds for the part(s) of the Program to be actuarially sound; provided that the contribution surcharge to any participating Member Agency shall not exceed an amount equal to three (3) times the Member Agency's annual contribution for that Fiscal Year, unless otherwise determined by the Board. No contribution surcharge in excess of three times the Member Agency's annual contribution for that Fiscal Year may be assessed, unless ninety days (90) prior to the Board taking action to determine the amount of the surcharge, the Authority provides notice pursuant to the Bylaws to each participating Member Agency of its recommendations regarding its intent to assess a contribution surcharge and the amount recommended to be assessed each Member Agency. The Authority shall, upon request by a Member Agency,

provide the requesting Member Agency a copy of the actuarial study upon which the recommended contribution surcharge is based.

4. A Member Agency which has withdrawn or has been terminated at the time a contribution surcharge is assessed, but which was a participating Member Agency during the Fiscal Year(s) for which the contribution surcharge is being assessed, shall pay such contribution surcharges as it would have otherwise been assessed in accordance with the provisions of (1), (2) and (3) above.

D. INSTALLMENT PLANS

Member Agencies shall be permitted to pay their respective annual contribution charge in periodic installments consistent with Board-approved policy.

E. TIMELINESS OF PAYMENTS

1. A Member Agency's payment for the annual contribution charge is due and payable on or by July 1 of the Fiscal Year for which the Authority is providing Basic Risk Coverages. Unless the Board has authorized installment payments, failure of a Member Agency to pay its annual contribution charge in full by August 1 shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.
2. Any bill other than for the annual contribution charge is due to be paid within thirty (30) days from the date when said bill was mailed to the Member Agency.
3. The Board may adopt a penalty policy for any late payment of any bill, including, but not limited to, for contribution charges, contribution surcharges, and any adjustment. For the Authority to be able to impose a late-payment penalty against a Member Agency, the Authority, at least thirty (30) days prior to a bill's payment due date, must have provided notice of the adopted penalty policy to the Member Agency pursuant to the notice provisions in the Agreement and Bylaws. Any penalty policy adopted by the Board may be applied against a Member Agency, whether active, terminated or withdrawn.
4. Any and all costs and attorney's fees incurred by the Authority associated, in any way whatsoever, with the collection of contribution charges, contribution surcharges, adjustments, penalties, or any other bill shall be recoverable by the Authority. Upon approval by the Board, if a Member Agency does not pay a bill past due for at least ninety (90) days, the Authority may offset the amount due, in whole or in part, against one or more reimbursement requests submitted by the Member Agency.

ARTICLE XI. **COVERAGES**

A. BASIC RISK COVERAGES

The Basic Risk Coverages contribution charge referred to in Article X above is payment for the coverage provided by the Authority to each Member Agency for the Basic Risk Coverages specified in the Memoranda of Coverage and Certificates of Coverage. The Board may, but is not required, to use standard form policies. The scope of Basic Risk Coverages in the pool shall be determined by the Board. Each Member Agency by the act of paying the contribution charge accepts the Basic Risk Coverages provided by the Authority.

B. PROPERTY COVERAGE

In case of property coverage, such as fire, the policy limits shall be at or greater than the amount of the insurable replacement value of all the property of each of the Member Agencies which the Member Agencies and Authority agree to be covered. The agreed valuation shall be updated annually according to the revised values to be furnished by each Member Agency, which have been obtained as prescribed in Article 9.A.6. of the JPA Agreement.

C. EFFECTIVE DATE

Pursuant to the payment of contributions by each Member Agency to the Authority, the Authority shall issue to each Member Agency a COC and MOC, indicating the coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the MOC and shall expire at the end of each Fiscal Year of the Authority.

D. SUBROGATION

The Authority shall have the first right to any subrogation recovery. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority. The Authority may pursue subrogation only as respects a Covered Loss.

E. SPECIAL COVERAGES

The Board may, from time to time, adopt special changes to cover additional or lesser risks. A reasonable surcharge may be imposed when the activities of a Member Agency increases the risk to the membership pool. A special change could also be made by the Board upon the request of one or more Member Agencies for additional coverage with the cost of such additional coverage to be paid by the requesting Member Agencies.

F. ADDITIONAL INSURANCE COVERAGES

The Authority shall have the power and authority to establish and offer to all public agencies, whether a Member Agency or not, programs consisting of additional insurance coverages, which may, but are not required to, involve employee fringe benefit plans. Participation in any proffered program of additional insurance coverage shall be voluntary on the part of any Member Agency and shall not affect their participation in the Basic Risk Coverages provided. Selection of particular programs or plans to be offered shall be made by the Governing Board. The Board shall establish the contribution charges including administration costs, method of payments of contributions, and manner and method of administering each such plan or program.

G. WORKERS' COMPENSATION PENALTIES

Any and all penalties assessed against the Authority by the Division of Workers' Compensation shall be paid as follows:

1. Penalties assessed due to the failure of a Member Agency (Employer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Member Agency (Employer).
2. Penalties assessed due to the failure of the Authority (Insurer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Authority.

ARTICLE XII.
SETTLEMENT AUTHORITY

A. The Authority shall have the power and authority to negotiate the settlement of any Claim against a Member Agency involving public entity liability or workers' compensation without the consent of the Member Agency, except that consent shall be necessary only if the settlement amount will exceed the Authority's limit of liability.

B. Affected Member Agencies shall have the right to provide the Board with any input or information desired on any pending Claim at any time. The Board shall consider this input in making its decisions on settlements.

ARTICLE XIII.
DISPUTE RESOLUTION

A. NEGOTIATION

The risk manager shall investigate the facts of the dispute and, if necessary, obtain a legal opinion from the Authority's counsel on any legal issues. The Member Agency may submit a factual statement and a legal opinion, together with any substantiation thereof, to the risk manager. The risk manager shall then attempt to negotiate a resolution of the dispute. Any negotiated resolution shall be taken to the Board for confirmation and approval. If negotiation

fails, and the disputed matter is within the authority of the risk manager, the risk manager shall decide the matter in the best interests of the Authority.

B. APPEAL TO THE BOARD

1. If the Member Agency is dissatisfied with the decision of the risk manager, or if the dispute is unresolved because negotiation failed, the Member Agency may appeal in writing to the Board. This appeal shall be requested by the Member Agency within thirty (30) days of the date of the Risk Manager's decision, or of the date on which the risk manager notifies the Member Agency of the determination that negotiation had failed. Upon receipt of the appeal, the matter shall be set for hearing by the Board at the next available regular Board meeting.
2. The risk manager and the Member Agency shall each submit in writing, at least ten (10) days in advance of the Board meeting, a description of the dispute and any additional relevant facts, a factual and/or legal argument, and the desired resolution. The Board shall consider all information provided, including any oral presentations, in making its decision. The Board may require the Member Agency and/or the risk manager to provide additional information and, as necessary, may continue the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the appeal. The Board shall direct that written notice of its decision be prepared and served by mail on the appealing member agency within ten (10) working days.

C. RECONSIDERATION

Within ten (10) days after notice of the decision by the Board, the Member Agency may request a hearing by the Board to reconsider its decision. This request for reconsideration shall be in writing and must be based solely upon newly discovered facts or other information not previously considered. The Member Agency shall submit this newly discovered information in writing for consideration by the Board at its next available Board meeting. The Board may allow oral presentations at the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the request for reconsideration.

D. ARBITRATION OR MEDIATION

If the Member Agency is not satisfied with the Board's decision on appeal, it may pursue arbitration or mediation. By means of mutual agreement between the Member Agency and the risk manager, the parties may select binding or non-binding arbitration, mediation, use of counsel in the proceedings, and other procedural matters. The cost of arbitration or mediation shall be borne equally by the Member Agency and the Authority, and each party shall be responsible for its own attorney(s) fees, if attorneys are utilized. Any decision in binding arbitration shall be final and complied with by the parties. Should the parties desire to submit the matter to mediation, the mediation shall be conducted as if court-ordered pursuant to California Code of

Civil Procedure Section 1775, *et seq.* (without any monetary limitation). Should the parties desire that the matter be submitted to arbitration, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

E. LITIGATION

If the Member Agency or the risk manager is not satisfied with the result in non-binding arbitration, or if mediation fails to produce a mutually satisfactory resolution of the dispute, either party may pursue litigation to resolve the dispute. The risk manager may not commence litigation without the approval of the Board. Any litigation shall be subject to the applicable claims and limitations requirements of the Tort Claims Act. The prevailing party in any such litigation shall be entitled to their reasonable attorney(s) fees and costs from the losing party.

ARTICLE XIV. **AMENDMENTS**

These Bylaws may be amended at any time by a majority vote of the Governing Board. Within thirty (30) days following adoption of amendments, the risk manager shall prepare a copy of the amended Bylaws and make it available pursuant to approved notice provisions.

Exhibit A

**OWENS VALLEY GROUND WATER AUTHORITY
CONTINGENCY RESERVE POLICY**

Adopted April 18, 2019

1. The OVGA should maintain an annual contingency reserve level of at least 16% of the total member contribution as of July 1 of each year in order to be able to adequately address unexpected liabilities or emergency that may encumber the authority. This reserve level is intended to enable the OVGA to maintain during any given fiscal year, a stable level of service and continue to provide the authorities mission statement, as well as, prepare a long-term solution to issues that may threaten the OVGA sustainability.
2. The Contingency Reserve will only be used when the OVGA has exhausted all other unencumbered financial resources and believes they have an unforeseen financial emergency or major unforeseen expenditure, such as pending litigation.
3. Use of the Contingency Reserve will require a 4/5's vote of the OVGA Board to be passed.
4. If used, the Contingency Reserve shall be replenished as soon as possible.
5. The Contingency Reserve shall be placed in a separate fund and will accrue interest.

OVGA RESOLUTION NO. 2019-07

RESOLUTION AUTHORIZING THE OWENS VALLEY GROUNDWATER AUTHORITY

TO ESTABLISH A RESERVE POLICY

WHEREAS, the Owens Valley Groundwater Authority (OVGA) was formed as a joint powers authority pursuant to Government Code section 6500, et seq.; and

WHEREAS, pursuant to OVGA Resolution No. 2018-06, the OVGA adopted Bylaws providing, among other things, that the OVGA shall establish a reserve policy; and

WHEREAS, the OVGA sought and received from its Auditor, advice on a reserve policy; and

WHEREAS, the OVGA now desires to establish a reserve policy consistent with said advice.

NOW, THEREFORE, BE IT RESOLVED by the Owens Valley Groundwater Authority that the Reserve Policy attached hereto as Exhibit A is hereby adopted.

PASSED AND ADOPTED ON THIS 18th DAY OF APRIL, 2019 BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Fred Stump, Chairperson,
Owens Valley Groundwater Authority

*Attest: Aaron Steinwand
Executive Manager of the OVGA*

by: _____
Laura Piper, Assistant

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the Executive Manager services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, upon the OVGA's request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by OVGA Board, and shall be directed to Aaron Steinwand on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Aaron Steinwand (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary for an individual person to act as the Executive Manager in order to perform the services and work set forth in Attachment A. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year

2. TERM.

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Water Department when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. Compensation. Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment C up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on

a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

B. Travel and per diem. OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA Executive Manager. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment B). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$37,000 (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) [RESERVED]

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the OVGA. Contractor will provide OVGA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. OVGA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. OVGA PROPERTY.

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the OVGA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to OVGA. Notwithstanding the above, Contractor will retain a non-exclusive license to use copies of any such property.

8. RESERVED

9. INSURANCE.

The Contractor, at the Contractor's own expense, shall purchase and maintain the following minimum insurance coverages with companies duly licensed to do business in the State of California with policies and forms satisfactory to OVGA. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted.

- Commercial/Comprehensive General Liability (mandatory): at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with OVGA as an additional insured
- Commercial/Business Automobile Liability (including Owned, Scheduled, Non-Owned, or Hired): combined single limit of not less than \$500,000 per occurrence
- Workers' Compensation: at least \$1,000,000 per occurrence, as required by law.
- Employer's Liability: \$1,000,000 per occurrence.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of the OVGA. It is understood by both Contractor and the OVGA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

11. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to the indemnification stated in this section.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

Owens Valley Groundwater Authority
(Independent Contractor)

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them related to the scope of this Agreement, and Contractor shall endeavor to avoid providing any services under this Agreement that would create a conflict.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of OVGA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

OVGA:

<u>INYO COUNTY WATER DEPARTMENT</u> <u>ATTN: OVGA Executive Manager</u> <u>P.O. Box 337</u> <u>Independence, CA 93526</u>	With a copy to: <u>MONO COUNTY ADMINISTRATIVE OFFICER</u> <u>74 N. School Street</u> <u>PO Box 696</u> <u>Bridgeport, CA 93517</u>
--	--

Contractor:

<u>COUNTY OF INYO ADMINISTRATIVE OFFICER</u>	Name
<u>PO Drawer N</u>	Street
<u>Independence, CA 93526</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

OVGA

By: _____

Type or Print Name

Dated: _____

INYO COUNTY

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

OVGA Counsel

Inyo County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCOPE OF WORK:

The scope of work set forth below recites the powers and duties from the OVGA joint powers agreement. This scope of work is reduced consistent with the extent of the overlapping technical duties performed by another provider (e.g. Dr. Bob Harrington) pursuant to an agreement between said provider and the OVGA, or any similar agreement(s). Should such duties not be performed by another provider, Contractor may reopen this Agreement to negotiate the additional compensation required to provide those services.

EXECUTIVE MANAGER POWERS and DUTIES. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

1. Consistent with Article II Section 4.1 of the OVGA joint powers agreement, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
2. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
3. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
4. To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.
5. To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.
6. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
7. On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.
8. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
9. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
10. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

ATTACHMENT B

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- **Lodging and Meals:**
 - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Inyo County at the time the per diem expense is incurred: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- **Mileage:**
 - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of mileage reimbursement shall be pursuant to the IRS rates for Inyo County at the time the mileage expense is incurred.

ATTACHMENT C

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF STAFF SERVICES**

EXECUTIVE MANAGER COUNTY RATE SHEET

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

Position	Rate per Hour
Executive Manager, Inyo County Water Director	\$103.13
Administrative Analyst	\$61.21

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the legal services of the County Counsel of the County of Inyo (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the OVGA's request and/or the OVGA Executive Manager under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year.

2. TERM.

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. In exchange for the services and work set forth in Attachment A, Contractor shall receive the a flat fee of \$1,500 per month, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, or upon the OVGA changing its meeting schedule, the County Counsel and the OVGA may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Contractor will also waive the fee for any month during which a meeting was canceled and/or Contractor provides no or *de minimus* services. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days of receipt, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

B. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

Owens Valley Groundwater Authority
(Independent Contractor)

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, OVGA, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the OVGA. Contractor will provide OVGA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. NEGOTIATION OF THIS AGREEMENT.

OVGA acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. OVGA specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that OVGA has consented to such representation and knowingly and voluntarily waived any actual or potential conflict associated with such representation.

7. STATUS OF CONTRACTOR.

OVGA shall be deemed a client of the County Counsel for purposes of this Agreement. Individual attorneys employed by the County in the County Counsel's Office shall at all times remain employees of the County and not employees of the OVGA. All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the OVGA is to be considered an employee of Contractor. It is understood by both Contractor and OVGA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

8. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to these indemnification provisions.

9. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

10. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

11. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will be released from any obligation to provide Contractor with any consideration, or part thereof, contemplated by this Agreement.

12. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

13. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

OVGA
Inyo County Water Department
ATTN: OVGA Executive Manager
P.O. Box 337
Independence, Ca 93526

Contractor:
Inyo County Counsel
P.O. Box M
Independence California 93526

15. CONFLICTS OF INTEREST.

The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's Office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers, or employees) on the one hand and the OVGA on the other hand, or if for any reason the County Counsel's Office declines to or resigns from providing services to the OVGA, then the OVGA agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the county Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

OVGA

By: _____

Dated: _____

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF LEGAL SERVICES

SCOPE OF WORK:

Contractor, by and through its Office of County Counsel, will act as the general counsel for and provide professional legal services to the Owens Valley Groundwater Authority as follows:

- Legal advice and representation regarding the general and regular business of the OVGA, including, but not limited to:
- Legal advice and representation relating to adoption of fees and/or the OVGA's creation of additional revenue sources;
- Legal advice and representation relating to the enforcement of any rules and/or regulations adopted and implemented by the OVGA;
- Legal advice and representation relating to applicable public meeting laws, including attendance at the OVGA Board Meetings;
- Legal advice and representation relating to responding to public records requests; and
- Collaboration with the OVGA's special water and environmental law counsel (whose services are provided through a separate contract with the County of Mono) to jointly provide legal advice and representation relating to the OVGA's development, adoption, and implementation of a groundwater sustainability plan and any other water or environmental law issue that may arise, including but not limited to the following:

Matters involving water resources, surface water and groundwater rights, water quality regulation, and related natural resources, endangered species, and environmental laws, including, without limitation, (i) the OVGA's development, adoption, implementation, and administration of a GSP for the Owens Valley Groundwater Basin; and (ii) the applicability and interpretation of SGMA.

Interpretation, applicability, and enforcement of any rules, regulations, and/or provisions adopted and/or implemented by the OVGA in any GSP for and/or covering the Owens Valley Groundwater Basin or otherwise related to or affecting the water resources or water rights of any person or entity within the Owens Valley Groundwater Basin.

Correspondence, with federal and state agencies and local and tribal governments, including but not limited to the California Department of Water Resources, the California State Water Resources Control Board, the California Department of Fish and Wildlife, and the City of Los Angeles/Los Angeles Department of Water and Power regarding the OVGA's development, preparation, adoption, implementation, administration, and applicability of any GSP for and/or covering the Owens Valley Groundwater Basin.

It is understood that said "collaboration" does not envision or require duplication of legal work but rather a joint approach in which the OVGA Executive Manager shall coordinate the efforts of general counsel and special counsel to enhance the quality and defensibility of the legal advice and work product provided to the OVGA. Where appropriate, the OVGA Executive Manager may divide legal work between general counsel and special counsel to arrive at a finished work product. In the event of a disagreement among general counsel and special counsel that cannot be resolved, counsel shall inform the OVGA Executive Manager and follow any direction he/she provides counsel.

This scope of work does not include representation of the OVGA as it relates to defending against litigation matters and/or prosecuting non-routine litigation matters.

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF MONO
FOR THE PROVISION OF STAFF SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for staff services from the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County" or "Contractor") (hereinafter, OVGA and Contractor may be referred to individually as a "Party" and collectively as the "Parties"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, upon the OVGA's request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by a majority of the OVGA Board and/or the OVGA Executive Manager, and shall be directed to Wendy Sugimura on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year.

2. TERM.

Effective as of January 1, 2019, Contractor shall provide services to OVGA through Mono County when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any Party, with or without cause, by supplying 30 days' written notice of termination to the other Party.

3. CONSIDERATION.

A. Compensation. Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment C up to the annual limit specified in Section 3.D., which is based on the Parties' good-faith estimate of the Contractor's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the Parties. Invoices shall contain descriptions of work performed and time spent.

B. Travel and per diem. OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA

Executive Manager. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment B). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$33,000 (thirty three thousand dollars) per fiscal year (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) [RESERVED]

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment A must be procured

by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the OVGA. Contractor will provide OVGA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. OVGA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. OVGA PROPERTY.

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the OVGA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to OVGA. Notwithstanding the above, Contractor will retain a non-exclusive license to use copies of any such property.

8. RESERVED

9. INSURANCE.

The Contractor, at the Contractor's own expense, shall purchase and maintain the following minimum insurance coverages with companies duly licensed to do business in the State of California with policies and forms satisfactory to OVGA. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted.

- Commercial/Comprehensive General Liability (mandatory): at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with OVGA as an additional insured.
- Commercial/Business Automobile Liability (including Owned, Scheduled, Non-Owned, or Hired): combined single limit of not less than \$500,000 per occurrence.
- Workers' Compensation: at least \$1,000,000 per occurrence, as required by law.

- Employer's Liability: \$1,000,000 per occurrence.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of the OVGA. It is understood by both Contractor and the OVGA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

11. DEFENSE AND INDEMNIFICATION.

Each Party shall defend and indemnify and hold the other Party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to the indemnification stated in this section.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either Party shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS OF INTEREST.

A. Contractor shall notify the Parties of any actual or potential conflicts of interest that may arise between them related to the scope of this Agreement, and Contractor shall endeavor to avoid providing any services under this Agreement that would create a conflict.

B. The Mono County Counsel's Office shall notify the Parties of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's Office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers, or employees) on the one hand and the OVGA on the other hand, or if for any reason the Mono County Counsel's Office declines to or resigns from providing services to the OVGA, then the OVGA agrees that the Mono County Counsel's Office may thereafter continue to act as legal counsel for Mono County and that the Mono County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of Mono County.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of OVGA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either Party during the terms of this Agreement, which Contractor or OVGA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective Party as follows:

OVGA:

INYO COUNTY WATER DEPARTMENT
ATTN: OVGA Executive Manager
P.O. Box 337
Independence, CA 93526

Contractor:

COUNTY OF MONO ADMINISTRATIVE OFFICER
PO Box 696
Bridgeport, CA 93517

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the Parties hereto.

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

OVGA

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

OVGA Counsel

MONO COUNTY

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Mono County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF MONO FOR THE PROVISION OF STAFF AND LEGAL SERVICES

SCOPE OF WORK:

The County of Mono (hereinafter referred to as "Contractor") shall provide and perform the staff and legal services and work in support of the Owens Valley Groundwater Authority's ("OVGA") purpose, powers, and duties as specified in Section 2 of Article II of the Owens Valley Groundwater Authority Joint Powers Agreement ("Joint Powers Agreement"), including but not limited to the following:

General.

Contractor's provision and performance of staff and legal services and work under the Agreement is subject to the following general conditions:

1. Staff and legal services and work provided and performed shall be consistent with any and all provisions of the Joint Powers Agreement and the Sustainable Groundwater Management Act ("SGMA"), Wat. Code, § 10720 et seq., as both may be amended from time to time.
2. Staff and legal services and work shall be provided and performed upon the request of the OVGA Board of Directors and/or at the direction of the OVGA Executive Manager.
3. Contractor's scope of work under the Agreement does not include the representation or defense of the OVGA in any litigation and/or administrative or regulatory proceeding.

Staff Services.

Contractor, by and through its Community Development Department, shall provide the following staff services and work as directed:

1. Assistance with the ongoing administration and operation of the OVGA as a groundwater sustainability agency formed pursuant to SGMA, which may include professional and administrative services and work related to the preparation and support of OVGA meetings, agendas, staff reports, and analyses within the scope of the OVGA's statutory authority.
2. Support of the OVGA's development, preparation, adoption, implementation, and administration of a groundwater sustainability plan ("GSP") for the Owens Valley Groundwater Basin, including, but not limited to, attending meetings of the OVGA Board of Directors; the collection and analysis of data; public engagement of constituents and stakeholders within the Owens Valley Groundwater Basin subject to staff capacity and resources; policy research, development, and analysis; review and preparation of reports and materials generated for the OVGA and its Board of Directors related to the development, implementation, and administration of a GSP for the Owens Valley Groundwater Basin; implementation, maintenance, and amendment of the GSP; as well as future tasks to be defined related to the implementation, maintenance (including any amendments), and administration of the GSP.
3. Other services and work requested related to the implementation of the OVGA's policies, practices, purposes, and directives, including the GSP for the Owens Valley Groundwater Basin, and the OVGA's ongoing administration and regulation of sustainable groundwater management activities in the Owens Valley Groundwater Basin consistent with SGMA.

Professional Legal Services.

Contractor, by and through its Office of County Counsel shall act as special water and environmental law counsel to the OVGA and provide the following legal services and work:

1. Collaboration with the OVGA's general counsel (whose services are provided through a separate contract with the County of Inyo) to jointly provide legal advice and representation relating to the OVGA's

development, adoption, and implementation of a groundwater sustainability plan (“GSP”) and any other water or environmental law issue that may arise, including but not limited to the following:

- Matters involving water resources, surface water and groundwater rights, water quality regulation, and related natural resources, endangered species, and environmental laws, including, without limitation, (i) the OVGA’s development, adoption, implementation, and administration of a GSP for the Owens Valley Groundwater Basin; (ii) the applicability and interpretation of SGMA.
- Interpretation, applicability, and enforcement of any rules, regulations, and/or provisions adopted and/or implemented by the OVGA in any GSP for and/or covering the Owens Valley Groundwater Basin or otherwise related to or affecting the water resources or water rights of any person or entity within the Owens Valley Groundwater Basin.
- Correspondence with federal and state agencies and local and tribal governments, including but not limited to the California Department of Water Resources, the California State Water Resources Control Board, the California Department of Fish and Wildlife, and the City of Los Angeles/Los Angeles Department of Water and Power regarding the OVGA’s development, preparation, adoption, implementation, administration, and applicability of any GSP for and/or covering the Owens Valley Groundwater Basin.

It is understood that said “collaboration” does not envision or require duplication of legal work but rather a joint approach in which the OVGA Executive Manager shall coordinate the efforts of general counsel and special counsel to enhance the quality and defensibility of the legal advice and work product provided to the OVGA. Where appropriate, the OVGA Executive Manager may divide legal work between general counsel and special counsel to arrive at a finished work product. In the event of a disagreement among general counsel and special counsel that cannot be resolved, counsel shall inform the OVGA Executive Manager and follow any direction he/she provides counsel.

2. Other legal services and work not necessarily pertaining to water or environmental law matters when and as requested by the OVGA Board of Directors or the OVGA Executive Manager.

ATTACHMENT B

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF MONO FOR THE PROVISION OF STAFF SERVICES

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- Lodging and Meals:
 - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Mono County at the time the per diem expense is incurred: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- Mileage:
 - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of mileage reimbursement shall be pursuant to the IRS rates for Mono County at the time the mileage expense is incurred.

ATTACHMENT C

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF MONO FOR THE PROVISION OF STAFF SERVICES

MONO COUNTY RATE SHEET

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits, plus the standard federal rate of 10% for overhead costs.

Position	Rate per Hour
County Counsel	\$113 – 132
Deputy County Counsel, III	\$82 – 100
Community Development Director	\$84 – 102
County Counsel, Deputy III, Water Law expertise	\$82 – 92
Assistant Planning Analyst I / Planner I	\$38 – 55
Associate Planning Analyst II / Planner II	\$41 – 59
Senior Planning Analyst III / Planner III	\$45 – 63
Administrative Services	\$35 – 51

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE CITY OF BISHOP
FOR THE PROVISION OF STAFF SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for staff services from the City of Bishop (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, upon the OVGA's request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by a majority of the OVGA Board and/or the OVGA Executive Manager, and shall be directed to the City of Bishop Director of Public Works on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

Effective as of _____, Contractor shall provide services to OVGA when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. Compensation. Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment C up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the Contractor's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. OVGA shall pay invoices within 30 days of receipt.

B. Travel and per diem. OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA Executive Manager. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment B). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid

under the rates set forth in Attachment B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$5,500 per fiscal year (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) [RESERVED]

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits

will be procured and maintained in force by Contractor at no expense to the OVGA. Contractor will provide OVGA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. OVGA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. OVGA PROPERTY.

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the joint property of the OVGA and the Contractor. .

8. RESERVED

9. INSURANCE.

The Contractor, at the Contractor's own expense, shall purchase and maintain the following minimum insurance coverages with companies duly licensed to do business in the State of California with policies and forms satisfactory to OVGA. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted.

Commercial/Comprehensive General Liability (mandatory): at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with OVGA as an additional insured.

Commercial/Business Automobile Liability (including Owned, Scheduled, Non-Owned, or Hired): combined single limit of not less than \$1,000,000 per occurrence.

Workers' Compensation: at least \$1,000,000 per occurrence, as required by law, and Employer's Liability: \$1,000,000 per occurrence.

The Contractor, along with other California public agencies, is a member of the California Joint Powers Insurance Authority (California JPIA) and participates in self-insurance and commercial insurance programs that are administered by the California JPIA for its members.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of the OVGA. It is understood by both Contractor and the OVGA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

11. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to the indemnification stated in this section.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the

California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five days written notice to Contractor. Upon such termination by default, OVGA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, and state laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them related to the scope of this Agreement, and Contractor shall endeavor to avoid providing any services under this Agreement that would create a conflict.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of OVGA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

OVGA:

INYO COUNTY WATER DEPARTMENT
ATTN: OVGA Executive Manager
P.O. Box 337
Independence, CA 93526

Contractor:

Director of Public Works
377 West Line Street
Bishop, California 93514

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

OVGA

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

OVGA Counsel

City of Bishop

By:  _____

David Kelly

Type or Print Name

Dated: 4/15/19 _____

APPROVED AS TO FORM AND LEGALITY:

 _____
City Attorney Ryan R. Jones

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE CITY OF BISHOP FOR THE PROVISION OF STAFF SERVICES

SCOPE OF WORK:

The staff services to be provided by the Contractor include work, as directed by a majority of the OVGA Board and/or the Executive Manager, in support of the OVGA's purpose, powers and duties as specified in the joint powers agreement in Article II, Section 2. Specifically, the contractor shall provide the following staff support:

1. Services to assist with the operation of the GSA and OVGA, which may include administrative services as needed and directed.
2. Services to support the development, adoption, and implementation of a groundwater sustainability plan (GSP) for the Basin pursuant to the Sustainable Groundwater Management Act (SGMA). Such services may include, but are not limited to, attending Board and other OVGA meetings, data collection, public engagement of constituents within the Bishop geographic region of the GSA, analysis and policy development, review of reports and materials generated for the GSP and OVGA, future tasks to be defined to implement the GSP, and maintenance of and amendments to the GSP.
3. Other duties as the Board of Directors or Executive Manager may require in carrying out the policies and directives of the OVGA.

1.

ATTACHMENT B

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE CITY OF BISHOP
FOR THE PROVISION OF STAFF SERVICES**

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- **Lodging and Meals:**
 - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Inyo County at the time the per diem expense is incurred: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- **Mileage:**
 - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of mileage reimbursement shall be pursuant to the IRS rates for Inyo County at the time the mileage expense is incurred.

ATTACHMENT C

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND THE CITY OF BISHOP
FOR THE PROVISION OF STAFF SERVICES**

City of Bishop RATE SHEET

Current staff salaries plus benefits expressed as hourly rates.

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND DR. ROBERT HARRINGTON
FOR THE PROVISION OF WATER PLANNING AND HYDROLOGIC CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the water planning and hydrologic consulting services of Dr. Robert Harrington (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the OVGA, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by OVGA Executive Manager or his authorized representative. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from April 1, 2019 to April 1, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. OVGA shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the OVGA's request.

B. Travel and per diem. OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA Executive Manager. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits,

Owens Valley Groundwater Authority
(Independent Contractor)

retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$39,520 per fiscal year (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than the twentieth (20th) day of the month following the preceding quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. Upon timely receipt of the statement by the tenth (20th) day of the month, OVGA shall make payment to Contractor within 30 days.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) OVGA will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the OVGA an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment A must be procured by

Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the OVGA. Contractor will provide OVGA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. OVGA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. OVGA PROPERTY.

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the OVGA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to OVGA.

8. WORKERS' COMPENSATION.

Contractor warrants that the services provided under this agreement will not be provided by any employees of Contractor, and, as such, no workers compensation insurance coverage is required.

9. INSURANCE.

Contractor shall maintain a General Liability insurance policy with \$1M/\$3M limits, with the OVGA to be named as additional insured. Proof of said insurance shall be provided to the OVGA Executive Manager prior to performing work pursuant to this Agreement.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of

OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of OVGA. It is understood by both Contractor and OVGA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify OVGA and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, to the extent permitted by law, and except such loss or damages which was caused by the sole negligence or willful misconduct of the OVGA. These obligations shall not extend to the OVGA's adoption of, or the OVGA's implementation of, the GSP.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall

comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. OVGA has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the OVGA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of OVGA.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Notwithstanding the above, and with regard to the restriction on indirect interests, Contractor shall be permitted to provide similar consulting services to any Member of the OVGA.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of OVGA to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

OVGA:

INYO COUNTY WATER DEPARTMENT
ATTN: OVGA Executive Manager
P.O. Box 337
Independence, CA 93526

Contractor:

DR. ROBERT HARRINGTON
2272 Longview Dr.
BISHOP CA 93514

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____
DAY OF _____, _____.

OVGA

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

By: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

OVGA Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND DR. ROBERT HARRINGTON FOR THE PROVISION OF WATER PLANNING AND HYDROLOGIC CONSULTING SERVICES

SCOPE OF WORK:

- Advise OVGA and GSP consultant concerning local groundwater management practices and agreements, data availability, existing and needed analytical tools, Owens Valley hydrology and hydrogeology, and other technical matters that may arise in the preparation of the GSP. Save the OVGA and GSP consultant time and effort by highlighting key data sources, documents, and issues pertinent to GSP completion.
- Assist the OVGA and GSP consultant in preparing the basin hydrogeologic conceptual model, describing groundwater conditions, developing basin water budget, developing management areas. Facilitate completion of a strong and accurate GSP that meets SGMA's requirements.
- Assist OVGA and GSP consultant in developing monitoring networks, data management systems, sustainable management criteria, including sustainability goals, undesirable results, minimum thresholds, measurable objectives, implementation projects, and management actions. These are the components of a GSP that potentially affect groundwater users, either by requiring users to report information to the OVGA, or by imposing sustainable management criteria that limit use of groundwater. Assist in developing sustainability criteria that meet SGMA's requirements while minimizing impacts on groundwater users.
- Review of GSP consultant's work products, GSP components as drafts are produced, and compilation of the final GSP.

ATTACHMENT B

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY
AND DR. ROBERT HARRINGTON
FOR THE PROVISION OF WATER PLANNING AND HYDROLOGIC CONSULTING SERVICES**

SCHEDULE OF FEES:

Dr. Robert Harrington

\$95 per hour

General Liability Insurance for
Dr. Harrington reimbursement

Actual cost, not to exceed \$2000/year

ATTACHMENT C

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND DR. ROBERT HARRINGTON FOR THE PROVISION OF WATER PLANNING AND HYDROLOGIC CONSULTING SERVICES

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- Lodging and Meals:
 - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Inyo County at the time the per diem expense is incurred: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- Mileage:
 - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of mileage reimbursement shall be pursuant to the IRS rates for Inyo County at the time the mileage expense is incurred.

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

STAFF REPORT

Date: **April 18, 2019**

Subject: **Determination of Board Seats for Associates and Interested Parties**

BACKGROUND

The Owens Valley Groundwater Authority (OVGA) Board reviewed the Joint Powers Authority (JPA) language for Associate Members and Interested Parties at the October 2018 meeting, and then reviewed Statements of Interest (SOIs) for these positions and public participation strategies at the March 2019 meeting. The past staff reports are attached in their entirety to ensure a record of the issues that were considered in coming to a decision. They demonstrate that while an individual may disagree with the final outcome and Board decision, public input was comprehensively considered as part of that decision-making process.

The JPA provides for the following regarding Board seats for Associates:

- Federally-recognized Tribes (one seat each, two votes each)
- Federal agencies (one seat, two votes total)
- LADWP (one seat, four votes total)
- Mutual water companies (3 seats, two votes each).

Associate members are required to implement the GSP and fund implementation within their jurisdiction.

The JPA provides a maximum of four seats with one vote each for Interested Parties. More SOI's for Interested Party status were received than the number of available seats requiring the Board to not grant seats to some applicants or to consolidate some applicants for a single seat.

A public engagement plan will be developed as part of the Groundwater Sustainability Plan (GSP) process, and will provide an opportunity for the public and stakeholders to be involved with development of the GSP. Forming advisory committees around constituent groups, technical issues, or other categories is also a possibility to provide for public engagement and direct input to the Board.

At this time, the formation of advisory committees is somewhat premature until the public engagement plan, management areas, and other technical specifics about the GSP are known. How many and what advisory committees will be most effective and efficient will be determined at a later time.

The following SOIs were received (see March staff report for the submitted SOIs):

Associates:

- Lone Pine Paiute-Shoshone Reservation

- Meadow Creek Mutual Water Company
- Wilson Circle Mutual Water Company, Inc.

Interested Parties:

- California State Lands Commission
- CG Roxane, LLC
- Great Basin Unified Air Pollution Control District
- Owens Valley Committee
- Range of Light Group (Sierra Club)
- Rio Tinto – US Borax Inc. (Note: this applicant has been notified the SOI is incomplete.)

DISCUSSION

At the March Board meeting, the public commented on the discussion of Associates and Interested Parties. The following is a summary of input:

- Request that the parties submitting SOIs be notified of potential Board action at the April meeting. (Staff has sent notification.)
- Individual tribes have different interests and water rights, and therefore all tribes should not be combined into a single advisory committee.
- The Board has an obligation to provide seats under the “intention” stated in the JPA language.
- One member of the public was in favor of providing seats for the Great Basin Unified Air Pollution Control District (GBUAPCD), State Lands Commission, mutual water companies, tribes, Owens Valley Committee (OVC) and the Sierra Club. In particular, the OVC and Sierra Club provide expertise on the Long Term Water Agreement (LTWA).
- Crystal Geyser stated that the provision of Board seats is an issue of adequate representation, and that Crystal Geyser is also a public water system.
- One member of the public was in favor of advisory committees and noted Indian Wells Groundwater Sustainability Agency has two: 1) a technical and 2) a policy advisory committee.
- One member of the public stated that one appointee could represent all the environmental groups and that concerns about the environment, not just impacts on ratepayers, need to be represented as well.
- One member of the public noted that more voices on the Board makes the final adoption easier because ideas have been vetted, and supported adding more Board members and forming advisory committees.
- One member of the public supported the addition of mutual water companies and tribes.

OVGA Board Members were also polled at the March meeting. The following is a summary of input:

- Five Board Members supported adding tribes; one stated the tribes should be subject to the GSP and two stated tribal sovereignty should be protected.
- Two Board Members supported adding mutual water companies.
- One member supported adding environmental groups.

- Three members supported advisory committees with no or few added seats or were undecided about whether seats should be added.
- Of these opinions stated, two Board Members supported adding 2-3 seats, three supported adding one seat (for tribes), one supported no new seats, and two were undecided.

Based on the discussions to date, no clear consensus has emerged. Therefore, this staff report proposes a series of decision points to be made one at a time which, at the end, will be compiled into a potential motion to be considered at the May OVGA Board meeting. In this process, decisions are made at each point based solely on the merit of including the entities in question on the Board and will drive the ultimate size of the full Board.

DECISION POINTS

Native American Tribes

Of the potential Associates and Interested Parties, tribes had the most support to be added to the Board. To be clear, no mechanism currently exists to exclude tribes from being subject to the GSP in order to retain their sovereignty if appointed as an Associate. Since the Lone Pine Paiute-Shoshone Reservation was the only tribe to submit an SOI for an Associate seat, this decision point only addresses their potential membership and not necessarily the participation of all tribes.

Options:

1. Understanding the Tribe would be subject to the GSP, offer the Lone Pine Paiute-Shoshone Reservation a seat on the OVGA Board as an Associate.
2. Offer the Lone Pine Paiute-Shoshone Reservation a seat on the OVGA Board as an Interested Party.
3. Determine the Lone Pine Paiute-Shoshone Reservation, and other tribes as well, should be invited to sit on a future advisory committee.
4. Determine the public engagement plan is sufficient opportunity to provide input on the GSP and take no further action.

Other Potential Associates

Two mutual water companies submitted SOIs: Meadow Creek and Wilson Circle.

Options:

1. Offer both mutual water companies a seat on the OVGA Board as Associates.
2. Offer only one Associate seat on the Board and require the mutual water companies to select one representative that will represent both companies.
3. Select only one mutual water company for a seat on the Board as an Associate.
4. Determine both mutual water companies, as well as other mutual water companies, should be invited to sit on a future advisory committee.
5. Determine the public engagement plan is sufficient opportunity to provide input on the GSP and take no further action.

Interested Parties: State Agency/Special District

Two state agencies or special districts submitted SOIs: State Lands Commission and Great Basin Unified Air Pollution Control District (GBUAPCD). Because the two agencies have very different policy arenas and regulatory mandates, a shared seat is likely not an option.

Options:

1. Offer both agencies a seat on the OVGA Board as Interested Parties.
2. Select only one agency for a seat on the Board as an Interested Party.
3. Determine both agencies should be invited to sit on a future advisory committee.
4. Determine the public engagement plan is sufficient opportunity to provide input on the GSP and take no further action.

Interested Parties: Environmental Interests

Two environmental organizations submitted SOIs: Sierra Club Range of Light and Owens Valley Committee. Some input at the March meeting indicated the possibility of these two interests sharing one seat.

Options:

1. Offer both organizations a seat on the OVGA Board as Interested Parties.
2. Offer only one Interested Party seat on the Board and require the environmental organizations to select one representative that will represent both groups.
3. Select only one organization for a seat on the Board as an Interested Party.
4. Determine both organizations should be invited to sit on a future advisory committee.
5. Determine the public engagement plan is sufficient opportunity to provide input on the GSP and take no further action.

Interested Parties: Private Business Interests

Two private business entities submitted SOIs: CG Roxane, LLC (Crystal Geyser) and Rio Tinto – US Borax. US Borax’s application was incomplete and the missing material has not been received. The staff recommendation is to consider US Borax’s application incomplete and therefore US Borax is not eligible for an Interested Party seat. The options below are formulated around this recommendation; however, the Board may choose not to accept the recommendation and consider US Borax for a seat. In that case, the options would look more like those offered under Environmental Interests.

Options:

1. Offer seat to CG Roxane on the OVGA Board as an Interested Party.
2. Determine CG Roxane should be invited to sit on a future advisory committee.
3. Determine the public engagement plan is sufficient opportunity to provide input on the GSP and take no further action.

Interested Parties: Maximum Number of Seats

The JPA provides for a maximum of four interested party seats. Depending on the Board’s direction for each Interested Party Decision Point listed above, a total of more than four seats could have been selected. If that is the case, the Board needs to determine how to reduce the number of seats offered to four or less.

Options:

1. Do not offer one or more seats as previously determined.
2. Consolidate one or more offers into a single seat and require entities to collaborate on representation.
3. If seats are not offered, determine whether to invite those entities to sit on a future advisory committee.

TALLY SEATS OFFERED

Once all decision points have been addressed, staff will tally the results and summarize the Board's direction. The Board may wish to further discuss and refine staff direction; otherwise, staff will agendize this result for adoption at the May Board meeting.

RECOMMENDATIONS:

1. Finalize direction to staff, based on the decision points in this staff report, for Associates and Interested Parties to be potentially accepted for OVGA membership at the May meeting.
2. Adopt a statement that clearly indicates the Board's commitment to public engagement such as: *The OVGA is committed to a public engagement process that invites citizens, including those whose voices have traditionally been left out of political and policy debates, to get involved in deliberation, dialogue, and action on groundwater management issues, with a goal of bringing people together to address issues of common importance, solve shared problems, and bring about positive social change.*
3. Direction to staff on whether to send letters to the Los Angeles Department of Water and Power and Big Pine Paiute Tribe, or if the discussion in the March staff report was sufficient response.

ATTACHMENTS

1. Email from Director Costello to the OVGA Board for the March 2019 meeting
2. March 2019 staff report, including all received Statements of Interest and related letters, and JPA Exhibit B.
3. Associates and Interested Parties staff report from October 2018, including the *Guidance Document for Groundwater Sustainability Plan: Stakeholder Communication and Engagement* from the Department of Water Resources.

Chris Costello
OVGA Board Member
City of Bishop

March 6, 2019

Owens Valley Groundwater Authority Board
C/O Inyo County Water Department
P. O. Box 337
Independence, CA 93526

Dear Board members.

At our January OVGA meeting, the concern that the board has been spending through our administration budget faster than planned was one of the main topics of discussion. Many time and expense saving ideas were discussed. My suggestion at that time was that we streamline the formation of the OVGA Board by putting a temporary hold on adding seats. Our Bylaws have been approved and one of the easiest way to cut costs would be to start working on the Groundwater Sustainability Plan or GSP. The idea is that this would help insure that we will not continue to be bogged down in discussion and staff hours which make our progress painfully expensive and slow

Since that time, we have cancelled a regular meeting, staff has met again to work on the budget, and we have received numerous letters of interest, and a few letters declining any opportunity to be part of the board. With this in mind, I have several recommendations that may help us to get back on track with our budget, and to be successful in meeting the objectives of the OVGA.

1. To make the formation of the board a lesser priority, than working on the GSP.

There are several reasons for this. A. With the letters of interest in, when we actually begin working on the GSP, we will have a much better understanding of the needs of the board, and where qualified associates and interested parties would best fit.

B. As bylaws are a "living" document and can be amended at any time, and the size of the board can be added to at any time to meet the criteria of the joint powers agreement or JPA, we are wrong in thinking we have to have a final formation of the board all done before we can start working on the actual purpose of the OVGA, which is to make a GSP. It is doubtful that our preliminary work on the GSP will include important decisions that possible future members would miss out on. We are a working board and can get to business immediately. C. Conceivably the formation of the board could easily still take several or more than likely, many months of meetings, and countless hours of staff time. As it has been in the past, this will be very expensive and will continue to be one of the

primary factors to our budget problems. I am not saying we should not add any seats, but that completing the formation of the board should be a secondary priority. **If we do not re-prioritize, our administration budget will gone long before our task is completed.**

2. **A strong decisive agenda.** I believe the board would do well to empower and task the executive director and staff to develop and lead the board in the priority of steps needed to meet our objective of making a GSP. Without casting any blame I think we have put the cart before the horse. Our staff and Chairpersons have done an amazing job! *(By the way, thank you for all you do and the grief you take in doing what is mostly a thankless job, in which you can be pretty much be guaranteed that no matter how well you do, someone will be unhappy.)* **The shift I believe we need is to let the staff lead the board.** Certainly the board bears the responsibility of decisions, and can and should make suggestions and ask questions. The problem I see in retrospect, is that the board has, with no ill intention directed staff in too many different directions making us in ineffective. Their willingness to serve at the discretion of the board is evidenced in their often asked question "What would the board like us to do". In our desire to make everything fair and for everyone to be heard, we have changed directions and priorities many times. I think we would be wise to entrust the staff to lead us in our objective and to keep us on task. I believe they will sustain our trust by remaining sensitive to our proposals, concerns and questions.
3. **Finally, As time is money, We need to run our meetings succinctly and efficiently.** Many thanks to our Chairpersons for their leadership and diligence, in maintaining the rights of citizens in allowing them to have input at the public meetings. I believe that we need to set and maintain maximum times allotted for public discussion. We should also maintain the standard that the board is not required to comment on or enter into discussion with the public especially with items that are not on the agenda. I personally appreciate the Leadership of our chairpersons and their sensitivity to the many voices that are passionate about the water issues in our basin. As none of the rest of the board was willing to step up and do the the job, please take this as an encouragement and not an indictment of the running of past meetings. Most of us are honest enough to say, glad it's not my job. **In short let's keep trying to have efficient well-run meetings.**

Genuinely
Chris Costello

STAFF REPORT

Date: **March 14, 2019**

Subject: **Associate Members and Interested Parties Statements of Interest**

BACKGROUND

Board Structure: Associates & Interested Parties

At the October meeting, the Owens Valley Groundwater Authority (OVGA) Board reviewed the Joint Powers Authority (JPA) language for Associate Members and Interested Parties and considered different options for accommodating these entities. At subsequent meetings, the Board directed staff to develop and release a Statement of Interest (SOI) form in order to assess the level of interest of potential Associate and Interested Parties. The SOI submittal period was opened on January 7, 2019 and was advertised through a press release and SOI forms provided on January 17 to potential associates and interested parties by direct email and postal mail. The submittal period closed on February 28, 2019, and three Associate statements and six Interested Party statements were received.

The October 25, 2018, staff report is attached (Attachment 1) to provide the previous discussion of the JPA language, Sustainable Groundwater Management Act (SGMA) requirements, and potential options that were considered. A brief summary is provided below:

A maximum number of Board seats for Associates are provided for in the JPA as follows:

- Federally-recognized Tribes (one seat each, two votes each)
- Federal agencies (one seat, two votes total)
- LADWP (one seat, four votes total)
- Mutual water companies (3 seats, two votes each).

Associate members are required to implement the GSP and fund implementation within their jurisdiction.

A maximum of four seats with one vote each are provided for in the JPA for Interested Parties.

The JPA requires the original Members to hold at least 70% of the vote share, and therefore the Associate Member and Interested Party vote share cannot exceed 30% of the total.

Purpose of Public Engagement

At the heart of the discussion is the ultimate purpose of public engagement, regardless of how it is achieved. An interpretation of some of the public comments indicates Associates and Interested Parties may be perceived to be directly related to public engagement goals, and so this issue is addressed in the staff report. As a reminder, the GSP consultant is also working on a comprehensive public engagement plan pursuant to SGMA law for the development of the GSP.

The California Department of Water Resources (DWR), which oversees and administers SGMA, defines public engagement as follows: “Public engagement is a process that brings people together to address issues of common importance, to solve shared problems, and to bring about positive social change.”¹

DWR goes on to describe the purpose and benefits of public engagement: “Effective public engagement invites citizens to get involved in deliberation, dialogue, and action on public issues they care about. It helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders. When done well, public engagement goes far beyond the usual participants to include those members of the community whose voices have traditionally been left out of political and policy debates.”²

To be clear, public engagement and “being heard” are different from “getting what you want.” The ideal of everyone getting what they want or being satisfied is hardly ever a political reality, even for Board members, and should not be used as a measurement of success for public engagement. The key to “being heard” is that opportunity is available for opinions and input to be expressed and the decision-making body seriously considers those opinions and input such that the outcome may ultimately be influenced.

Regardless of the method selected for achieving public engagement, whether that be adding members to the Board, establishing advisory committees, or implementation of a more traditional public engagement plan, we would all do well to remember we are all committed to the common principles and ideals described above. If we lose sight of the heart of public engagement and become entrenched in a specific position (e.g., “my way or the highway” discussions), we are far less likely to be successful in a plan that benefits the Basin as a whole.

STATEMENT OF INTEREST SUBMITTALS

The following SOIs were received:

Associates (Attachment 2)

- Lone Pine Paiute-Shoshone Reservation
- Meadow Creek Mutual Water Company
- Wilson Circle Mutual Water Company, Inc.

Interested Parties (Attachment 3)

- California State Lands Commission
- CG Roxane, LLC
- Great Basin Unified Air Pollution Control District
- Owens Valley Committee
- Range of Light Group (Sierra Club)
- Rio Tinto – US Borax Inc. (Note: this applicant has been notified the SOI is incomplete.)

In addition, the Los Angeles Department of Water and Power (LADWP) and Big Pine Paiute Tribe of the Owens Valley submitted letters declining the opportunity to submit SOIs for various

¹ *Ibid.*

reasons (Attachment 4). A more detailed discussion of these letters is provided at the end of this staff report.

ANALYSIS OF SOIs

Calculations of total Board size have accounted for the withdrawal of Starlite Community Services District, resulting in a current Board of 10 members.

Associate Members

Associate Members are not specifically provided for in SGMA law and were created solely through the JPA. The categories are generally comprised of entities that have independent governing or jurisdictional authority over lands within the basin, but whose inclusion on a GSA Board is not provided for in SGMA law. In other words, no legal method existed to include these entities in the original JPA formation under SGMA law.

One Tribe and two mutual water companies expressed interest in Associate Member seats. The JPA provides for seats for all tribes within the Basin and three seats total for mutual water companies. While the exact procedure for appointments has not been determined, if all three entities were appointed to Board, the result would be the addition of three seats, each with two votes, for a total Board size of 13.

Alternatives include converting some or all entities into Advisory Committees. For example, the Tribe could be appointed to the Board and a Mutual Water Company Advisory Committee could be established, or vice versa. Or, a Tribal Advisory Committee could also be established, and no new appointments made the Board. Depending on the Advisory Committee model selected, the total Board size could be 10-13 members.

Interested Parties

California Water Code §10927.8(b) specifically defines interested parties as “...entities listed in §10927² that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.” The OVGA JPA provides for a much broader and more generous definition of Interested Parties because the eligible interested parties listed in JPA Exhibit B (Attachment 5) are not restricted to those in §10927¹ or subject to the groundwater monitoring or reporting requirement of the Water Code.

Six interested parties submitted SOIs and the JPA only provides for four seats. Two interested parties are environmental organizations, two are state/local agencies, and two are private businesses (although one SOI is incomplete). Several options exist for addressing Interested Parties; this list is not exhaustive and can be further modified to create additional options:

1. The OVGA Board evaluates the SOIs and, through a yet-to-be-determined application and appointment process, selects four entities to appoint to Board seats. The result would be an

² Subject to certain conditions and further detailed requirements, includes a watermaster or water management engineer, groundwater management agency, water replenishment district, groundwater sustainability agency, local agency managing all or part of a groundwater basin or subbasin or collecting and reporting groundwater data, county not managing a groundwater management plan in the basin, and voluntary cooperative groundwater monitoring association (see §10935).

increase in total Board size to 14. If all Associate Members expressing interest were also appointed, total Board size would be 17.

2. The OVGA Board may provide seats for the interest categories (i.e., environmental organizations, state/local agencies, private business) and a) select one appointment to each category for a total of three new seats, or b) require the interested parties collaborate to represent their one seat for a total of three new seats, or c) consider some other configuration, such as appointment of the two state/local agencies and then appointment of one seat each for the other two interest categories for a potential maximum of four new seats; or only appoint the two state/local agencies. The rationale for potentially appointing the two state/local agencies is they meet the description of an Associate Member because they have jurisdictional authority within the Basin, but for whatever reason an Associate category was not provided for them in the JPA. The result would be an increase in total Board size to 12-14, depending on the configuration selected. If all Associate Members expressing interest were also appointed, total board size would be 15-17.
3. Establish Advisory Committees for each area of interest (i.e., environmental organizations, state/local agencies, private business) and do not appoint new seats to the Board. Three new Advisory Committees would be established, and total Board size would be dependent only upon Associate Member appointments (i.e., up to 13).

Advisory Committees

Like all options, the establishment of Advisory Committees have positive and negative traits. The benefits include retention of sovereignty for Tribes; access for all entities within an interest category because participation is not limited to those submitting SOIs; and more operational flexibility in terms of level of detail, consensus building, and problem solving than a Board discussion. The drawback is that the Advisory Committee does not have any formal votes on the Board, and therefore must have reasonable confidence that the Board will seriously consider their recommendations in such a way that the final decision **could be** influenced.

In addition, SGMA law and DWR specifically identifies advisory committees as an effective means for public engagement:

- §10727.8(a): The groundwater sustainability agency may appoint and consult with an advisory committee consisting of interested parties for the purposes of developing and implementing a groundwater sustainability plan.
- “GSAs may appoint and consult with an advisory committee. A properly developed and engaged advisory body can be of great assistance in engaging the broad range of interest groups in a basin and creating a shared understanding of local sustainability.”³

SGMA Law and JPA Requirements

As described above, the SGMA law does not provide for Associate Members and defines interested parties much more narrowly, and nowhere does SGMA law require additional appointments to a GSA Board of these entities. The state law requirement only provides for

³ Guidance Document for Groundwater Sustainability Plan: Stakeholder Communication and Engagement, Jan. 2018. California Department of Water Resources, Sustainable Groundwater Management Program, available at: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents/Files/Guidance-Document-for-Groundwater-Sustainability-Plan---Stakeholder-Communication-and-Engagement.pdf>. Accessed 3/9/19.

public engagement in the development and implementation of the GSP. Therefore, the OVGA can legally satisfy public engagement requirements through means other than adding Board member seats, and it is also legally acceptable to add Board member seats.

The JPA expresses an “intent” to provide seats on the Board for these interest groups, a point which has been raised by the public and is therefore addressed in this staff report. Specifically, the JPA states the following:

WHEREAS, ... the Members intend to engage with other agencies and entities that are not eligible to form a GSA ... to allow them to participate in the GSA as contemplated by SGMA and by this Agreement...

Article V, Section 1.1: Application to Become an Associate. It is the Authority’s intention to include certain entities, to the extent allowed by law and approved by the Authority’s Directors appointed by its Members, in the sustainable management of groundwater within the Basin.

Article V, Section 2.1: [Interested Parties] In General: The Authority intends to allow other entities that are ineligible to become an Associate, or whose applications to become an Associate have been denied, or that choose not to be an Associate, to participate as an Interested Party as provided for by SGMA section 10727.8 and this Agreement.

A legal and policy reading of the JPA language would emphasize the phrases referencing SGMA law and subject to the approval of the OVGA Board. Under those conditions, there is no legal or policy mandate in the JPA for the Board to appoint Associate Members or Interested Parties, and any such approvals are entirely at the discretion of the Board. Of course, a political reading of the language can attribute a wide variety of meaning and obligation to the word “intent,” and the interpretation is likely somewhat different for every stakeholder that wants to advocate for a particular outcome. Therefore, while the language may create individual and/or public perceptions of the level of obligation of the Board, there is technically no legal or policy obligation.

LETTERS DECLINING TO SUBMIT SOIs

Two letters were received in response to invitations to submit Statements of Interest for Associate Members and Interested Parties, and are summarized below:

Los Angeles Department of Water and Power:

- “...as Article V.1.2 of the OVGA’s Joint Power Authority requires Associate members to subject their area to the OVGA’s jurisdiction, LADWP will not be applying...”
- “Groundwater in the Basin meets the SGMA sustainability indicators. LADWP has been, and intends to continue, managing the Basin sustainability in accordance with the terms of the Inyo County/Los Angeles Long-Term Water Agreement.”

Big Pine Paiute Tribe of the Owens Valley:

- “...SGMA was rendered largely worthless with regard to implementing it to protect and sustain ground water in Owens Valley” because “...the majority of the “Owens Valley Groundwater Basin was ‘treated as adjudicated’ and exempted from the law.”

- Between March 2016 and into 2017, “The Tribe formally requested government to government consultation with Inyo County... but no formal consultations meetings on SGMA between the Tribe and County took place.”
- “The Tribe strongly objected to the JPA and transmitted a letter dated July 31, 2017, listing its objections... the law allows the Tribe the opportunity to work with local entities in the preparation and wording of the governing document defining terms of engagement, such as a JPA or MOU, However, the JPA which exists was written without Tribal input or agreement.”
- “...the OVGA has moved forward with several commitments... prior to acquiring full representation of stakeholders on the OVGA Board of Directors.”
- Three reasons were listed describing why the conditions placed upon Tribal membership are not acceptable.
- “The OVGA should change its course...” by revisiting the JPA to provide for Tribal sovereignty, provide for Tribal input on the GSP work plan, conduct meetings professionally facilitated by a non-stakeholder, provide for agreement by consensus rather than weighted voting, and demonstrate steps by Inyo County and LADWP to meet and achieve the goals of the Long-Term Water Agreement.
- OVGA must comply with SGMA, AB 52, and other laws regarding transparency, public participation, and meaningful consultation before proceeding with a plan.

While no response is necessary, if desired the OVGA Board may wish to consider the following:

LADWP – Respond with concurrence that the OVGA is likewise committed to ensuring the future sustainability of the Basin and looks forward to working with LADWP on such a goal.

Big Pine Paiute Tribe of the Owens Valley – Respond with the following points, and any other additions or direction from the Board:

- The OVGA was formed in accordance with SGMA law by GSA-eligible agencies in the Basin through the formation of a JPA. The four original GSA’s (Inyo County, City of Bishop, Mono County, and Tri-Valley Groundwater Authority) approved the JPA at public meetings.
- The following concerns described in the letter are outside the OVGA’s authority to address: exemption from SGMA of LADWP lands subject to the Long-Term Water Agreement, lack of response by a single Member Agency to a request for tribal consultation prior to the formation of the OVGA, the process by which the JPA was developed, and the initial adoption of the JPA by individual member agencies.
- Per the discussion in this staff report, while a political perception may infer an obligation of the OVGA to add members to the Board of Directors, no legal or policy obligation exists to do so.
- The unacceptable conditions for Tribal membership and suggested changes to the JPA shall be considered by the OVGA Board the next time the JPA is opened for amendment, which is at the Board’s discretion. To stop work and revise the JPA at this time potentially jeopardizes completion of the GSP in compliance with timelines stipulated by SGMA law.

- Per discussion in this staff report, the OVGA is in compliance with SGMA law pertaining to public participation and Board composition. If other areas of SGMA law are in dispute, the Tribe should specify areas of concern.
- AB 52 specifically requires an invitation for Tribal consultation prior to the release of a notice of preparation (NOP) for certain types of environmental analysis under the California Environmental Quality Act (CEQA). GSPs are exempt from CEQA and therefore AB 52 does not apply; however, future implementation of the GSP may require CEQA for specific projects where AB 52 does apply. In those cases, the OVGA shall comply with AB 52 as required.
- Per discussion in this staff report, the OVGA is committed to transparency and public participation and invites the Tribe's engagement.
- The OVGA is completely open and willing to meet with the Tribe for either formal consultation or an informal sharing of information and concerns on all matters pertaining to the management of groundwater in the Basin and within the OVGA's authority.

RECOMMENDATIONS

Ultimately, nothing in SGMA law or the JPA requires the Board to add additional members. The main concern that appears to be raised over this option is related to public engagement, which is a separate mandate under SGMA and shall be met through the Public Engagement Plan currently under development by the GSP consultant. Therefore, the decision to add Board members or not is primarily political in nature and at the discretion of the Board.

1. Regardless of the outcome of a decision to add new members or not, adopt a statement that clearly indicates the Board's commitment to public engagement such as: The OVGA is committed to a public engagement process that invites citizens, including those whose voices have traditionally been left out of political and policy debates, to get involved in deliberation, dialogue, and action on groundwater management issues, with a goal of bringing people together to address issues of common importance, solve shared problems, and bring about positive social change.
2. The Board welcomes Big Pine Paiute Tribe participation in the Stakeholder Engagement process, public meetings, or on advisory committees if formed by the Board. The Tribe is welcome to consult formally or informally on all matters pertaining to the management of groundwater in the Basin and within the OVGA's jurisdiction with staff or the Board.
3. Based upon the composition and qualifications of the SOIs, and with the understanding that no legal or policy obligation exists, determine if any additional seats should be added to the Board for Associates and Interested Parties, or if another alternative should be pursued to ensure public engagement, such as Advisory Committees.
 - a. If additional seats are to be added, determine how many for Associates and Interested Parties and direct staff to develop a procedure to formally make appointments.
 - b. If no additional seats are to be added, determine whether any Advisory Committees should be established at this time based on the SOIs.

ATTACHMENTS

1. Associates & Interested Parties staff report from October 2018
2. Statements of Interest for Associate Members
3. Statements of Interest for Interested Parties
4. Other letters regarding Statements of Interest
5. JPA Exhibit B – list of potentially eligible Interested Parties

STAFF REPORT

Date: **Oct. 25, 2018**

Subject: **Discussion of Associate Members and Interested Parties**

BACKGROUND

Past Board discussions have focused on implementation details for Associate Members and Interested Parties, such as the application form and procedures to appoint members; however, a basic evaluation of what the Joint Powers Authority (JPA) provides for and the implications to the Board structure have not been raised. Therefore, this discussion takes a couple steps back to focus on the initial decision point of Board structure and function should additional members be added, and the options to do so. Implementation details will follow at a future meeting depending on direction from today's discussion.

The Owens Valley Groundwater Authority (OVGA) is committed to ensuring local resident and stakeholder voices are heard and have an opportunity to influence planning and decision outcomes, while also maintaining an effective and efficient decision-making structure. To that end, the JPA provides for the addition of Associate Members and Interested Parties to the Board to promote stakeholder engagement. A maximum number of Board seats for Associate Members are provided as follows:

- Federally-recognized Tribes (one seat each, two votes each)
- Federal agencies (one seat, two votes total)
- LADWP (one seat, four votes total)
- Mutual water companies (3 seats, two votes each).

A maximum of four seats with one vote each are then provided for Interested Parties. The JPA requires the original Members to hold at least 70% of the vote share, and therefore the Associate Member and Interested Party vote share cannot exceed 30% of the total.

The JPA also requires Associates to implement the Groundwater Sustainability Plan and pay for it within their jurisdiction (metering, reporting data, funding the groundwater sustainability plan, meeting goals, etc.), and the activities of additional members will be subject to the Brown Act and conflict of interest laws to the extent applicable.

In addition, the Sustainable Groundwater Management Act (SGMA) requires groundwater sustainability agencies (GSA), such as the Owens Valley Groundwater Authority (OVGA), to provide for public engagement in the groundwater sustainability plan (GSP) process. The legislation requires the OVGA to prepare “a written statement describing the manner in which interested parties may participate in the development and implementation of [a] groundwater sustainability plan[s],” and that “encourage[s] the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin...” (Wat. Code, § 10727.8(a).) The GSA may appoint and consult with “an advisory committee consisting of

interested parties for the purposes of developing and implementing a groundwater sustainability plan.” (*Ibid.*) Importantly, this “written statement” must be prepared and submitted to the public and the Department of Water Resources (DWR) *prior to* GSAs “initiating the development of a groundwater sustainability plan[.]” (*Ibid.* (emphasis added).) See Attachment 1 for more information.

To analyze and understand the Board structure that could be created if Associate Members and Interested Parties are added, a range of options were identified and evaluated along with practices suggested by SGMA legislation to ensure opportunities for public engagement.

STAKEHOLDER INCLUSION OPTIONS

The options below are numbered to assist with discussion and do not reflect order of preference. If desired, the Board could further vet these options through technical assistance from the Groundwater Sustainability Plan consultant once development of the sustainability plan is underway. The intent of this additional step would be to better understand the needs of concerned parties to ensure the public has confidence they will be heard, and benefit from the consultant’s experience with other Groundwater Sustainability Agencies and boards.

1. Upper Bound - A

“Upper Bound – A” identifies the implementation of the maximum number of additional seats that could be added to the Board and includes establishing one or more advisory committees.

Member Type	# of Seats
Associates:	
Tribes ¹	4
Federal Agencies	1
LADWP	1
Mutual Water Co’s	3
Interested Parties	4
Total	13

Therefore, a total of 13 new seats could be added to the existing 11-member Board for a total of 24 Board Members, and if necessary the vote share would be adjusted as described in the JPA so as to allocate not less than 70% of the total voting share to the JPA signatories.

Summary: 24-member Board with advisory committees.

2. Upper Bound – B

“Upper Bound – B” is the same as version A, except it does not include advisory committees.

Summary: 24-member Board.

¹ Assumption is four federally-recognized tribes within the Basin: Lone Pine, Independence, Big Pine, and Bishop. The Benton Paiute Tribe appears to be outside the Basin boundary.

3. Mid-Range

The “Mid-Range” option reduces some of the available seats to less than the maximum number stipulated in the JPA. All manner of combinations could be considered that ranges from one or more new seats to the maximum. For example, if seats for all Tribes were available and all other seats were reduced to one, the following combination would result:

Member Type	# of Seats
Associates:	
Tribes ²	4
Federal Agencies	1
LADWP	1
Mutual Water Co's	1
Interested Parties	1
Total	8

Therefore, a total of 8 new seats would be added to the existing 11-member Board for a total of 19 Board Members.

As with the Upper Bound, advisory committees can be included, or not, in addition to the new Board seats.

Summary: Various combinations create a range of 17-23 Board members with commensurate votes, and with or without advisory committees.

4. Single-Seat Alternative

The “Single-Seat Alternative” reduces all available seats to one for each member type, resulting in a total of 5 new seats and a total Board of 16 members. A variation of this alternative is to reduce some of the seats to zero, and only provide one of certain seats. Technically, the JPA states maximum numbers and so therefore all seats could be reduced to zero.

As before, advisory committees can be included, or not, in addition to any new Board seats.

Summary: One seat for each member type results in a 16-member Board with adjusted votes, and with or without advisory committees. Variations reducing one or more member types to zero seats results in a range of 12-15 Board members.

5. Advisory Committee Alternative

As noted earlier, SGMA legislation specifically envisions advisory committees as a means to engage the public in groundwater sustainability planning and leverage local knowledge on specific issues, whether technical, geographical, political, or of another nature. Advisory committee members have the latitude and freedom to delve deep into issues, data, and public opinion in order to fully develop information, analyses, and options and recommendations to

² Assumption is four federally-recognized tribes within the Basin: Lone Pine, Independence, Big Pine, and Bishop. The Benton Paiute Tribe appears to be outside the Basin boundary.

bring to decision makers on the Board. Such a structure would allow for incorporation of local expertise and public engagement without compromising the Board's efficiency.

Summary: Current 11-member Board with advisory committees

6. SGMA Stakeholder Engagement Alternative

The existing Board structure of 11 members and compliance with the public engagement requirements of SGMA legislation, in addition to the public engagement plan developed through the upcoming Groundwater Sustainability Plan, could be deemed sufficient. If so, no further action is necessary and the agency could proceed in the current configuration.

Summary: Current 11-member Board with stakeholder and public engagement.

ANALYSIS

The value of increased public and stakeholder engagement and open decision making is clear, and it seems equally clear that a Board of 16-24 members will be challenging to run in an efficient and effective manner. Establishing a Board of 12-15 members would require excluding certain member types and the justification for doing so.

“Option 5: Advisory Committee Alternative” appears to balance the interests by providing both an opportunity for stakeholders to delve into the details of specific issues, apply local expertise and knowledge to the analysis of those issues, and formulate recommendations for the Board to consider, and the Board remains an 11-member body. An Advisory Committee's recommendation is typically very powerful and influential in a Board's decision-making process. For example, community advisory committees are regularly utilized in Mono County to discuss, problem-solve and frame issues in a way that capture and reflect the sentiments, needs, and specific knowledge of the local community.

The most important topic for public engagement in the immediate future appears to be establishing sustainability criteria, and an advisory committee that studies the issue, engages on a technical and detailed level, and develops concrete recommendations to the Board would be an effective and efficient method of incorporating public input and expertise into the process.



Guidance Document for Groundwater Sustainability Plan

Stakeholder Communication and Engagement



Guidance Document for Groundwater Sustainability Plan Stakeholder Communication and Engagement January 2018

The objective of this guidance document is to provide Groundwater Sustainability Agencies (GSAs) information to aid with stakeholder communication and engagement for Groundwater Sustainability Plan (GSP) preparation. It provides examples and existing resources related to public engagement and effective communication for Sustainable Groundwater Management Act (SGMA) implementation.

Limitation and use of this guidance information

This guidance document is not intended to prescribe specific outreach and communications methods for GSAs or local agencies to follow, but to provide resources and various examples for consideration. This guidance document also summarizes the public notification requirements that GSAs must adhere to in order to comply with SGMA and the GSP regulations. Other than what is required by statute or regulation, GSAs have discretion on how they communicate and engage with the beneficial uses and users of groundwater within a basin.



California Department of Water Resources
Sustainable Groundwater Management Program
1416 Ninth Street
P.O. Box 942836
Sacramento, CA 94236-0001
www.water.ca.gov/groundwater

Contents

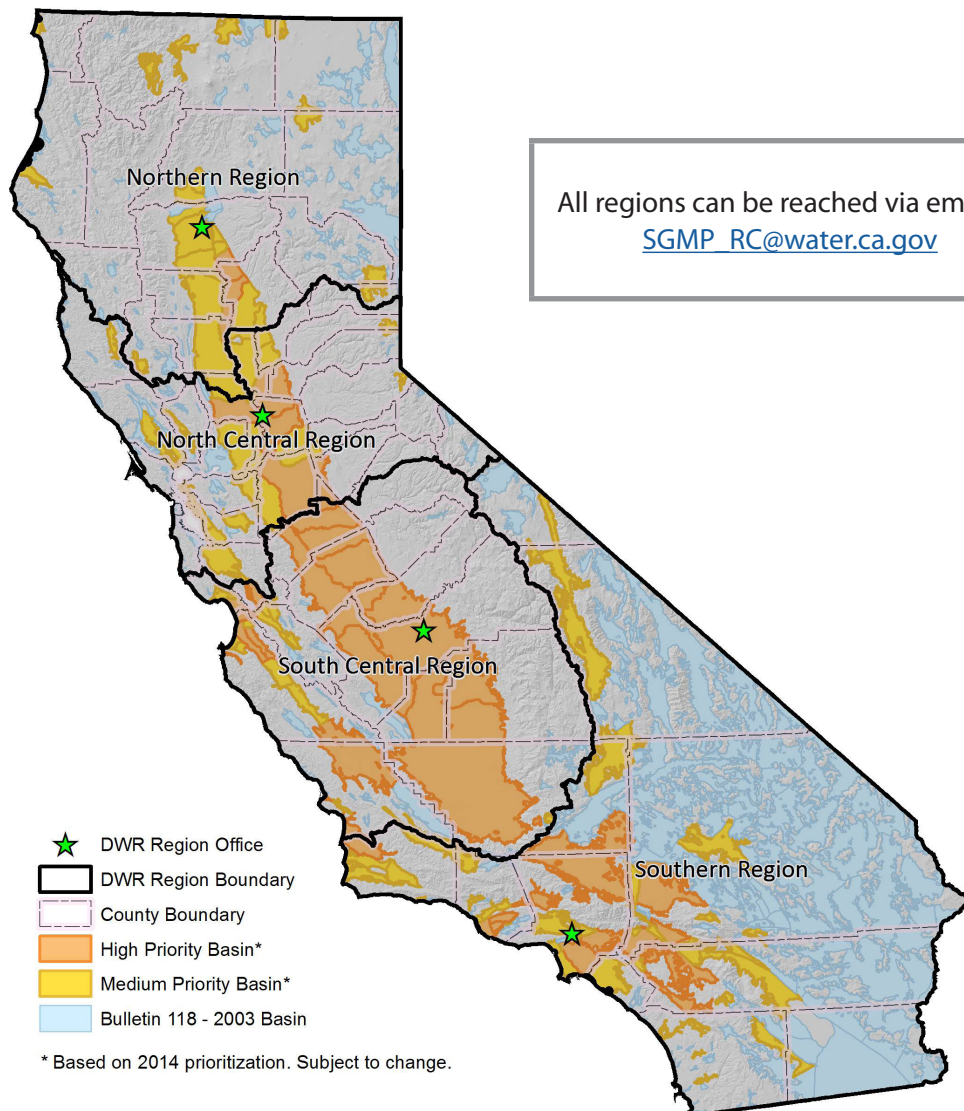
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DWR Region Offices

The California Department of Water Resources (DWR) provides a variety of SGMA-related resources to assist water management groups and the public. Four DWR Region Offices are strategically located across the state.

All high and medium priority basins are assigned a Point of Contact from DWR Region Offices. POCs assist GSAs and stakeholders in the basin to connect with the Sustainable Groundwater Management Program and locate resources for assistance. POC contacts can be found on DWR website <https://www.water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement>.



Section 1

Overview

The legislative intent of the historic 2014 Sustainable Groundwater Management Act (SGMA) is for groundwater to be managed sustainably in California's groundwater basins by local public agencies and newly-formed Groundwater Sustainability Agencies (GSAs).

In the basins designated by the Department of Water Resources (DWR) as medium and high priority, local public agencies and GSAs are required to develop and implement groundwater sustainability plans (GSPs) or alternatives to GSPs (Alternatives).

Under the requirements of SGMA, GSAs must consider interests of all beneficial uses and users of groundwater. As a result, the GSP development needs to consider effects to other stakeholder groups in or around the groundwater basin with overlapping interests. These interests include, but are not limited to, holders of overlying groundwater rights (including agriculture users and domestic well owners), public water systems, local land use planning agencies, environmental users, surface water users, federal government, California Native American tribes, and disadvantaged communities (Water Code 10723.2).

Furthermore, the GSP Regulations require that GSAs document in a communication section of the GSP the opportunities for public engagement and active involvement of diverse social, cultural, and economic elements of the population within the basin. Expertise of stakeholders may increase the chance that the GSAs are using best available information and best available science for GSP development.

As GSAs begin to meet to develop a GSP, common questions, such as the ones below, are considered regarding stakeholder communication and engagement.

How can a GSA effectively communicate and engage with multiple and varied stakeholders?

This document helps GSAs determine who the interested parties are (individuals, organizations, local agencies) that they need to engage with and provides guidance to better understand their issues and interests of beneficial uses and users of groundwater.

What are methods and tools for communications and engagement?

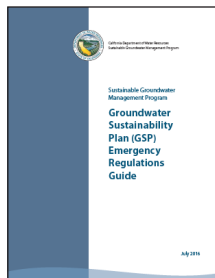
This document provides links to methods and tools that can be modified and used to reach and communicate with stakeholders. Not all of the tools will be applicable to all GSAs, but they are presented as examples of effective ways to engage.

How can a GSA conduct meaningful engagement to develop a GSP?

This document gives GSAs a step-by-step example of how to communicate and engage with stakeholder groups. In addition to following the procedure requirements for public notice, meaningful engagement is to integrate stakeholders throughout the development of a GSP and allow active participation in the decision-making process. The benefits of meaningful engagement are improved outcomes, optimized resources, broad support, and reduced conflict.

Published Resources

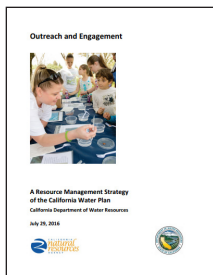
There are several published documents that either directly or indirectly address best practices or statutory requirements for stakeholder engagement. In addition to the information in this guidance document, these documents may be useful for GSAs while developing a Communication and Engagement (C&E) Plan or other outreach programs.



Groundwater Sustainability Plan (GSP) Emergency Regulations Guide, California Department of Water Resources

This guide (published July 2016) includes information to aid with the understanding of

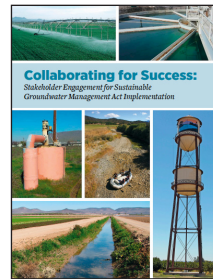
the GSP Regulations. It explains the fundamental concepts of the regulations and contains information directly relevant to the regulations through four general phases of development and implementation. <https://goo.gl/QYwqT9>



Outreach and Engagement: A Resource Management Strategy for the California Water Plan, California Department of Water Resources

The California Water Plan provides a broad set of

resource management strategies (RMSs) that can help local agencies and government (and GSAs) manage their water and related resources. While not specific to SGMA, the Outreach and Engagement RMS directly addresses water management in California and discusses tools and practices by water agencies to facilitate contributions by public individuals and groups toward good water management outcomes. <https://goo.gl/YfQQcu>

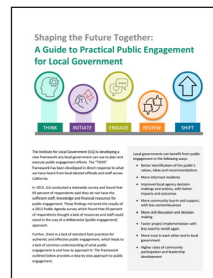


Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation, Community Water Center

Prepared by the Community Water Center in July 2015,

the intent of this report is to convey the value of stakeholder engagement to sustainable groundwater management. The report outlines the statutory requirements for stakeholder engagement in SGMA, gives examples of best practices and examples of collaborative management from around the state, and provides a recommended roadmap for effective stakeholder engagement drawn specifically for SGMA implementation.

http://www.cleanwateraction.org/files/publications/ca/SGMA_Stakeholder_Engagement_White_Paper.pdf



Inclusive Public Engagement, Institute for Local Government (ILG)

This report offers tip sheets and resources to effectively and successfully plan and implement successful engagement strategies. Whether it's supporting and connecting with local leadership

programs as a pipeline to engage specific populations, or partnering with local community-based organizations to reach beyond the small slice of the public that most frequently attends meetings, ILG's inclusive public engagement resources will offer perspective to any planning process.

<http://www.ca-ilg.org/inclusive-public-engagement>



Engagement with Tribal Governments Guidance Document (Draft), California Department of Water Resources

This document is meant to help local agencies engage with a Tribal government in the planning, financing, and management of a

GSA, or with development or implementation of a GSP.

Section 2

About Public Engagement

What is Public Engagement?

As defined by the Center for Advances in Public Engagement:

Public engagement is a process that brings people together to address issues of common importance, to solve shared problems, and to bring about positive social change.

Effective public engagement invites citizens to get involved in deliberation, dialogue, and action on public issues that they care about. It helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders.

When done well, public engagement goes far beyond the usual participants to include those members of the community whose voices have traditionally been left out of political and policy debates.

Public Engagement Benefits

- **Helps** people weigh a variety of perspectives and listen to each other's views.
- **Builds** common understanding, manages differences, and establishes direction for moving ahead on tough issues.
- **Builds** trust and improves communication between the public and leaders.
- **Creates** new opportunities for citizens to become involved in public problem solving and decision making.

Build Public Engagement for Regional Sustainability

Many areas have public engagement efforts already in place for other water management efforts such as Integrated Regional Water Management Plans and Groundwater Management Plans. Use these existing stakeholder connections as you begin your SGMA-related communication and engagement efforts. Collectively, all water management plans work with a shared interest toward the ultimate goal of regional sustainability.

Levels of Engagement

It is important that stakeholders understand the role they are invited to play in a public engagement program. This will help provide clarity to the process and help avoid misunderstandings. Stakeholder roles may naturally evolve over the period that they are engaged in a public process, and as transition occurs, it is wise to redefine these roles. When an advisory committee or partnership between public agencies is established, it is helpful to develop a charter or other memo of understanding that describes the roles and responsibilities of all involved.

Figure 1 is a summary of the levels of public engagement that comes from the International Association of Public Participation.


					
	Inform	Consult	Involve	Collaborate	Empower
Public participation goal	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities, and/or solutions.	To obtain public feedback on analysis, alternatives, and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
Promise to the public	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
Example techniques	<ul style="list-style-type: none"> • Fact sheets • Web sites • Open houses 	<ul style="list-style-type: none"> • Public comment • Focus groups • Surveys • Public meetings 	<ul style="list-style-type: none"> • Workshops • Deliberate polling 	<ul style="list-style-type: none"> • Citizen advisory committees • Consensus-building • Participatory decision-making 	<ul style="list-style-type: none"> • Citizen juries • Ballots • Delegated decision

Figure 1. International Association of Public Participation (IAP2) Spectrum of Public Participation

Section 3

Planning Communication & Engagement

Stakeholder engagement can allow agencies to leverage networks and resources to their advantage and can provide a means whereby agencies can capitalize on local knowledge, including the expertise, resources, and capacity of individual stakeholders.

— *Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation, Community Water Center*

There are four phases of SGMA implementation as illustrated in the diagram on pages 12 and 13. The statutory requirements for engagement are summarized for each phase. The other relevant sections of the Water Code and GSP Regulations are also provided for reference.

Phase 1 (GSA formation and coordination) was completed June 30, 2017 per SGMA. GSA formation and coordination has helped start relationship building and shared understanding with stakeholders. As GSAs move forward with Phase 2 (GSP preparation and submission), successful communication and engagement (C&E) with stakeholders will require up-front resource commitments and planning.

GSP Regulations (Section 354.10) require a communication section to include the following:

1. An explanation of the Agency's (GSAs) decision-making process.
2. Identification of opportunities for public engagement and a discussion of how public input and response will be used.
3. A description of how the Agency (GSA) encourages the active involvement of diverse social, cultural, and economic elements of the population within the basin.
4. The method the Agency (GSA) shall follow to inform the public about progress implementing the Plan, including the status of projects and actions.

DWR will assess, as part of GSP Regulations Section 355.4, whether the interests of the beneficial uses and users of groundwater in the basin, as well as the land uses and property interests potentially affected by the use of groundwater in the basin, have been considered. DWR will take into account comments made in accordance with GSP Regulations Section 353.8 when determining whether interests within the basin have been considered in the development and operation of the GSA and the development and implementation of the GSP.

The following guidance for planning communication and engagement is adaptable for basin-wide application. In instances where there are multiple GSAs covering a basin, GSAs should coordinate with each other to ensure that all stakeholders are identified for outreach and are informed through the process of other SGMA implementation efforts within the basin that may affect them. This means a GSA may need to outreach to stakeholders outside of their boundaries to ensure all beneficial uses and users are included in the GSP development process.

Communication & Engagement Steps

Communication and Engagement (C&E) consists of seven general steps. These steps are illustrated in Figure 2 and explained in further detail below.

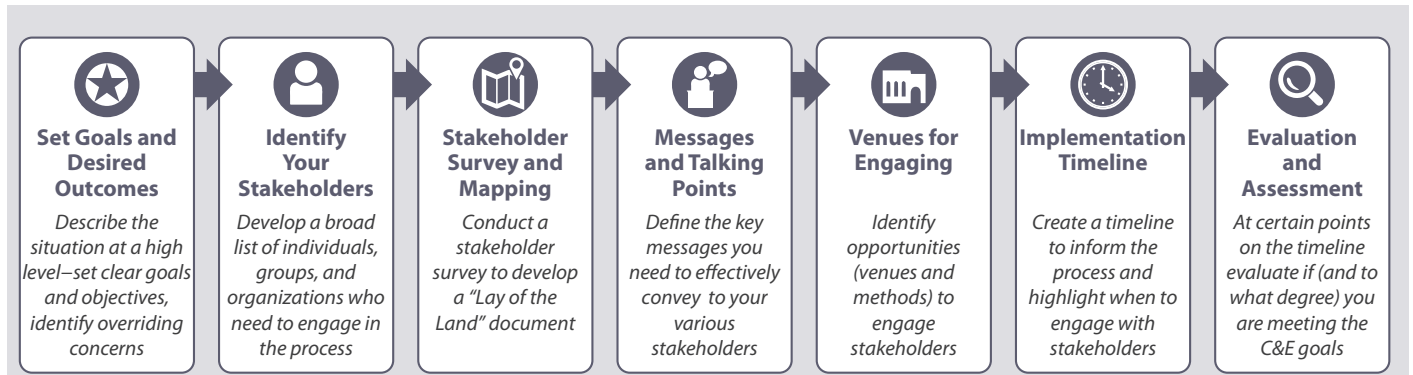


Figure 2. Communication and Engagement Steps



Set Goals and Desired Outcomes

Start by providing a description and background of your GSA and explain the intent of C&E is to support the development of your GSP. Then define in simple terms the challenge, regulatory requirement, or opportunity, and the desired outcome.

Answer these questions:

- What are we trying to accomplish?
- How will we know if we are successful?
- What are the challenges or barriers?
- What are the opportunities?
- What is the timeframe?
- When will public input be relevant?
- How will public input be used?



Identify Your Stakeholders

Identify the many interested individuals and groups you expect to engage with or inform at any stage of the GSP process.

Answer these questions when making your list:

- Who has a financial, political, business, or personal stake in this issue? (*i.e. organizational mission, regulatory role, land ownership, etc.*)
- What organization, agency, or individual must be involved in the GSP process for it to proceed? (*Due to organizational mission, regulatory role, landownership, etc.*)
- What organizations, agencies, or individuals are likely to have an interest in this effort, or be impacted by the development of your GSP? (*Due to organizational mission, or established interest in subject matter.*)

Use the following chart to stimulate brainstorming about who should be invited to engage in your GSP development. The category of interest intends to reflect "diverse social, cultural and economic elements of the population". The list is not exclusive. GSAs are encouraged to add other interested persons or groups as needs are identified.

Stakeholder Engagement Chart for GSP Development

Category of Interest	Examples of Stakeholder Groups
General Public	<ul style="list-style-type: none"> • Citizens groups • Community leader
Land Use	<ul style="list-style-type: none"> • Municipalities (City leaders, County planning departments) • Regional land use agencies
Private users	<ul style="list-style-type: none"> • Private pumpers • Domestic users • Schools and colleges • Hospitals
Urban/ Agriculture users	<ul style="list-style-type: none"> • Water agencies • Irrigation districts • Municipal water companies • Resource conservation districts • Farmers/Farm Bureaus
Industrial users	<ul style="list-style-type: none"> • Commercial and industrial self-suppliers; groups • Local trade association or group
Environmental and Ecosystem	<ul style="list-style-type: none"> • Federal and State agencies (Fish and Wildlife) • Wetland managers • Environmental groups
Economic Development	<ul style="list-style-type: none"> • Chambers of commerce • Business groups/associations • Elected officials (Board of Supervisors, City Council members) • State Assembly members • State Senators
Human right to water	<ul style="list-style-type: none"> • Disadvantaged Communities • Small community systems • Environmental Justice Groups
Tribes	<ul style="list-style-type: none"> • Tribal Government
Federal and State lands	<ul style="list-style-type: none"> • Military bases/Department of Defense • Forest Service • National Park Services • Bureau of Land Management • California Department of Fish and Wildlife
Integrated Water Management	<ul style="list-style-type: none"> • Regional water management groups (IRWM regions) • Flood agencies • Recycled water coalition

SGMA (Section 10723.2) calls for consideration of all interests of **all beneficial uses and users** of groundwater:

The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include, but are not limited to, all of the following:

(a) Holders of overlying groundwater rights, including:

(1) Agricultural users.

(2) Domestic well owners.

(b) Municipal well operators.

(c) Public water systems.

(d) Local land use planning agencies.

(e) Environmental users of groundwater.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies.

(g) The federal government, including, but not limited to, the military and managers of federal lands.

(h) California Native American tribes.

(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.

(j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.

Resources to help identify and contact stakeholders are provided in the [Stakeholder Communication and Engagement Digital Toolkit](#) and Appendix B of Community Water Center's [Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation](#) includes suggested resources.



Stakeholder Survey and Mapping

Contact each stakeholder organization to learn more about them, describe the project, and invite them to engage in the process. Prepare for your first meeting with project background, necessary maps, and a stakeholder survey. Also be prepared to convene a follow up meeting within a week or two, to answer questions that come up during this meeting.

Develop a set of questions to use in a one-on-one meeting with a stakeholder group. This meeting will give you answers to help you understand stakeholder interests, issues, and challenges.

An example of a **stakeholder survey** can be downloaded from the online [digital toolkit](#). Consider surveying communities using their most often used languages (i.e. Spanish).

Examples of questions in a survey include:

- Are you familiar with SGMA regulations?
- Are you currently engaged in activities or discussions regarding groundwater management in this region?
- Do you own, manage, or operate land in this basin?
- Do you manage water resources? If yes, what is your role?
- Are bilingual information and meeting materials needed?

Using the information gathered during your meetings with stakeholder organizations, create a stakeholder mapping grid by doing a “Lay of the Land” exercise. The exercise will chart all of the stakeholder groups you decide are important to the public engagement program and list known issues, interests, challenges, preferred methods of communication, and strategies and roles for engagement.

A “**Lay of the Land**” exercise example can be downloaded from the online [digital toolkit](#).

Examples of information included in the “Lay of the Land” exercise include:

- Types of stakeholders
- Stakeholder key interests related to groundwater
- Key documented issues



Messages

Define the key messages you need to effectively convey to your various stakeholders. Key messages should be three overriding messages that explain the goals and outcomes for development of the GSP.

- **Key message 1:** Concise explanation of the goal of the C&E strategy to support the development of a successful GSP
- **Key message 2:** The GSA is committed to working with identified stakeholders using an open and transparent communication and engagement process
- **Key message 3:** The overall GSP will be more successful with an engaged group of stakeholders providing useful information

It would also be helpful to develop a set of talking points that can be used by members of your GSA when communicating with specific stakeholder groups. These talking points can also be customized to a specific group.

Another useful tool is a Q&A document that contains likely questions or responses you anticipate from stakeholder groups based on the issues, challenges, and interests you discovered in the mapping exercise.



Venues for Engaging

You must decide on the scale of the public engagement necessary to achieve the goals and objectives of your C&E strategy. This will help you determine the best venue for your information and messages to be heard. It is important to regularly provide feedback and updates to the interested persons and stakeholder groups who provide input to the GSP through public convenings. Invite the public to meetings at key milestones to learn and contribute input. You should also consider how public comments will be received, reviewed, and responded to.

Water Code Section 10723.4 requires GSAs to establish and maintain an interested persons list; regular notifications to persons on this list should be one of the venues used for public engagement.

Convenings

- Community issue-specific or location-specific advisory committees
- Small group briefings or workshops at key milestones to learn and contribute input

Presentations

- Presentations by lead public agencies to small or large groups at scheduled events
- Presentations by lead public agencies to elected officials at publicly noticed meetings

Advisory Committees

GSAs may appoint and consult with an advisory committee. A properly developed and engaged advisory body can be of great assistance in engaging the broad range of interest groups in a basin and creating a shared understanding of local sustainability.

Digital

- Public-facing website or webpage, regularly updated and easily accessible
- Online resources, posted for interactive or non-interactive uses
- Regular updates shared via social media, email, or newsletters

Community, regional, and social media

- Submit/post regular updates to media that promote opportunities for public engagement
- Submit/post regular updates to media that provide information about how public input is being used, project status, and next opportunities for engagement



Inform Your Stakeholders

- Invest in signs and banners to announce meetings
- Hand out fliers at key public locations to reach the general public
- Personally call stakeholder groups
- Mail and email meeting announcements
- Post on social media pages

Groundwater Sustainability Agency Stakeholder Meeting, April 2017

Professional Facilitators

Many public agencies find it helpful to engage the services of a professional facilitator to guide discussions and decision-making between partnering agencies and other interested parties.

Professional facilitators, with deep expertise in mediation, negotiation, and consensus building, help broker agreements in tough natural resources disputes. Professional facilitators actively manage a process to support stakeholders' desired outcomes. They work closely with all stakeholders to design an effective process, manage meetings, seek input between meetings, and strategize throughout to deliver widely supported decisions.



Implementation Timeline

Now that you've identified your stakeholders, your key messages, and where and when to engage with them, you'll need to create a timeline for your C&E strategy. Don't confuse this with an implementation timeline for your GSP. The C&E timeline tracks communication and engagement activities and tactics.

Here is a list of common C&E tactics to include in a timeline:

- Website launch
- When to send email or other digital communication
- Media outreach activities
- Public meetings



Evaluation and Assessment

At various points along the implementation timeline, stop and assess how well you are performing against your goals and objectives. You can redirect resources, update strategies, or introduce new tactics.

The following questions as listed in the [Collaborating for Success report](#) are useful metrics for evaluation. Surveys and interviews are good tools to obtain feedback.

- Are stakeholders educated about the GSP development process and their own role?
- Is the timeline for implementation of the GSP clear?
- Has the GSA received positive press coverage?
- Do diverse stakeholders feel included?
- Have there been behavior changes related to the program goals? Or improved trust/relationships among participants?

Sample C&E Plan Outline

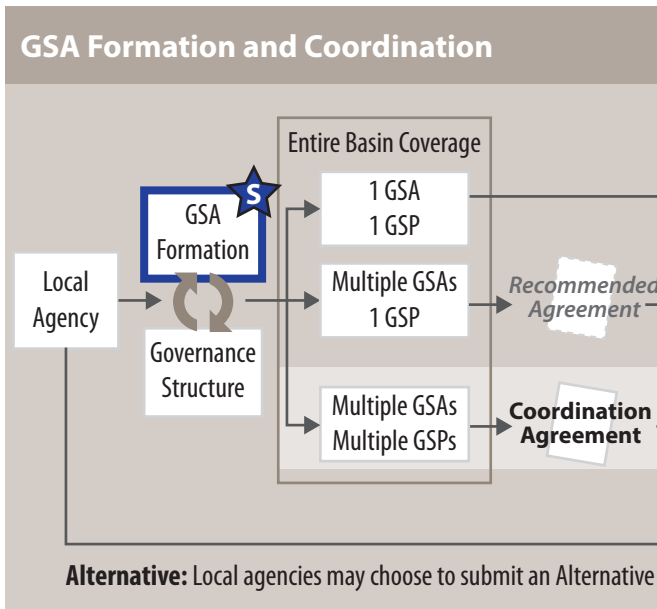
This example outline is a tool for GSAs to create common understanding and transparency throughout the GSP preparation and submission process. This process should be tailored to the basins and stakeholder needs. Documentation of the engagement and outreach by GSAs is important for Phase 3 (GSP review and evaluation). GSAs could evaluate the successes and learn from the stakeholder feedback to make necessary adjustments in order to achieve their goals.

Sample C&E Plan Outline

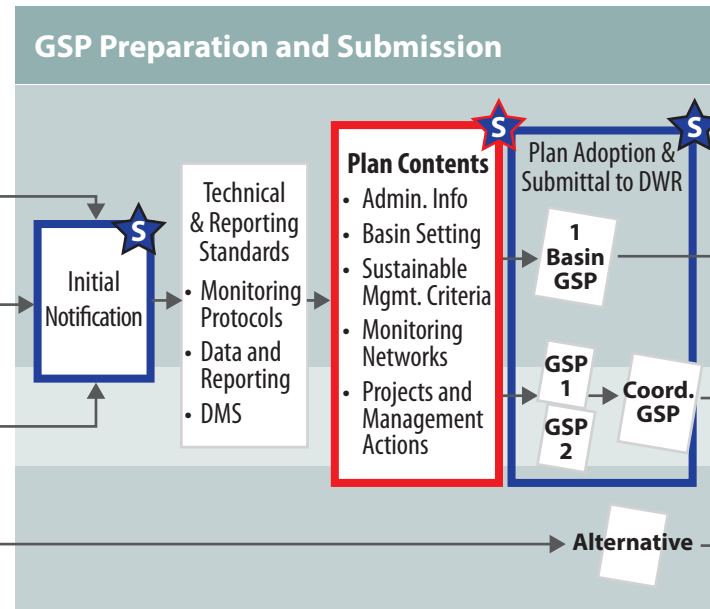
1. **Set Goals and Desired Outcomes**
 - a. Description and background of the GSA and subsequent GSP
 - i. Explanation of your GSA's decision-making process
 - b. Goal/desired outcomes of GSP development
 - c. Communication objectives to support the GSP
 - d. Overriding concerns, major concerns or challenges
2. **Identify Your Stakeholders**
See stakeholder engagement chart example provided in [digital toolkit](#).
 - a. List the stakeholder groups, community organizations or others who are concerned about the GSA/GSP and how each group will engage with the development of the GSP
3. **Stakeholder survey and mapping**
See example provided in [digital toolkit](#).
 - a. Meet one on one with stakeholders and ask them a set of questions to help find out their issues, interests and challenges
 - b. Compile a "Lay of the Land" document of your stakeholders to identify how to engage with them
4. **Messages and Talking Points**
Define the key messages you need to effectively convey to your various stakeholders
 - a. Key messages: Three overriding messages that explain the goals and outcomes for development of the GSP
 - b. Talking points/Q&A: Anticipating likely questions or issues will support effective engagement with stakeholders
 - c. Likely questions or issues and responses
5. **Venues for Engaging**
Identify the opportunities – venues or methods – to engage stakeholders.
 - a. Depending on the level of engagement, you'll want to determine the venue and how to share your key messages
 - b. Determine how you will invite, inform, and follow up with stakeholders
6. **Implementation Timeline**
List the milestones and stakeholder engagement opportunities throughout the GSP development process.
 - a. C&E Plan and GSP milestones
 - i. Refer to the Stakeholder Engagement by Phase graphic for required engagement milestones
 - b. Supporting tactics: Include tactics or tools you will use to communicate your messages and resources available to support
 - i. Website launch
 - ii. When to send email or other digital communication
 - iii. Media outreach activities
 - iv. Community meetings
7. **Evaluation and Assessment**
Assess at various points during Implementation to evaluate how your plan is performing against your goals and objectives.
 - a. What worked well?
 - b. What didn't work as planned?
 - c. Meeting recaps with next steps
 - d. Lessons learned
 - e. Budget analysis

Stakeholder Engagement Requirements by Phase

Phase 1: 2015–2017



Phase 2: 2017–2022



Phase 1 Engagement Requirements

- **Establish and Maintain List of Interested Parties** §10723.4
 - **GSA Formation Public Notice** §10723(b)
 - **GSA Formation Public Hearing** §10723(b)
 - **GSA Formation (due 6/30/17)** §10723(b)
- Notify DWR:
- › Include list of interested parties
 - › Explain how parties' interests will be considered
- **Pre-GSP Development** §10727.8
- Provide a written statement describing how interested parties may participate to:
- › DWR
 - › Cities within the GSA boundary
 - › Counties within the GSA boundary

Phase 2 Engagement Requirements

- **GSP Initial Notification** §353.6*
 - › GSAs are required to submit GSP Initial Notifications through the SGMA Portal - GSP Initial Notification System at <http://sgma.water.ca.gov/portal/#gsp>
 - › Public can comment on the submitted GSP notification
- **GSP Preparation** §10727.8 and §10723.2
 - › Encourage active involvement
 - › Consider beneficial uses and users of groundwater when describing *Undesirable Results, Minimum Thresholds, and Projects & Actions*
- **GSP Communications Section** §354.10*
 - › GSA decision-making process
 - › Opportunities for engagement and how public input is used
 - › How GSA encourages active involvement
 - › Method of informing the public
- **Public Notice of Proposed Adoption** §10728.4
- **GSP Adoption Public Hearing** §10728.4
- **GSP Submittal** §354.10*
 - › Include a summary of communications: description of beneficial uses/users, list of public meetings, comments received/responses



Stakeholder
Input

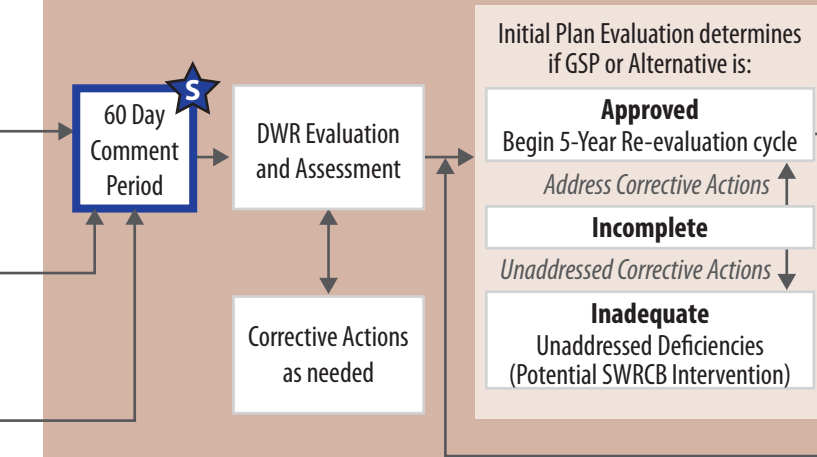


Stakeholders should be
informed throughout the
development of Plan Content

Code References: §(#) = SGMA, §(#) = GSP Regulations

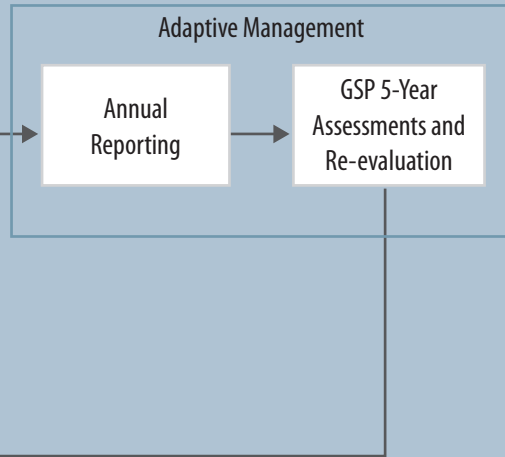
Phase 3: 2018+

GSP Review and Evaluation



Phase 4: 2022+

Implementation and Reporting



Phase 3 Engagement Requirements

- **60 Day Comment Period** §353.8*
 - › Any person may provide comments to DWR regarding a proposed or adopted GSP via the SGMA Portal at <http://sgma.water.ca.gov/portal/>
 - › Comments will be posted to DWR's website

Phase 4 Engagement Requirements

- **Public Notices and Meetings** §10730
 - › Before amending a GSP
 - › Prior to imposing or increasing a fee
- **Encourage Active Involvement** §10727.8

Engagement Requirements Applicable to ALL PHASES

- **Beneficial Uses and Users** §10723.2
Consider interests of all beneficial uses and users of groundwater
- **Advisory Committee** §10727.8
GSA may appoint and consult with an advisory committee
- **Public Notices and Meetings** §10730
 - › Before electing to be a GSA
 - › Before adopting or amending a GSP
 - › Prior to imposing or increasing a fee
- **Encourage Active Involvement** §10727.8
Encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin
- **Native American Tribes** §10720.3
 - › May voluntarily agree to participate
 - › See Engagement with Tribal Government Guidance Document
- **Federal Government** §10720.3
 - › May voluntarily agree to participate

Section 4

Engagement Methods & Tools

Stakeholder Communication and Engagement Digital Toolkit

A set of tools and examples are available for the purposes of SGMA outreach at DWR's Sustainable Groundwater Management website. The examples from local SGMA work groups include agenda, basin fact sheet, newsletter, mailing list sign up, etc. The templates may be downloaded, modified, and tailored to specific needs and audiences. While not all tools and templates are applicable to all GSAs, they are available as examples of effective ways to engage.

Find the Digital Toolkit at:

<https://www.water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement>

DWR will add additional resources and case studies as they are developed to the Digital Toolkit.

Section 5

Additional Resources

DWR Region Office Contacts

DWR has knowledgeable staff available at the four region offices located across the State and in Sacramento. DWR's regional coordinators along with the [Point of Contacts](#) (POCs) are available to answer questions and provide available assistance and resources. The Regional Coordinators can answer SGMA related questions, provide educational presentations, discuss facilitation support services, and put you in contact with SGMA program contacts and other State and federal agencies. DWR Regional Coordinators can be reached via email at SGMP_RC@water.ca.gov.

Integrated Regional Water Management

Integrated Regional Water Management (IRWM) is a collaborative effort to identify and implement water management solutions on a regional scale that increase regional self-reliance, reduce conflict, and manage water to concurrently achieve social, environmental, and economic objectives. DWR, through the IRWM grant program, worked with 49 IRWM regions to coordinate regional water management activities and implemented multi-benefit projects with local agencies. Stakeholder communication and engagement plays a key role in the successes of the IRWM. Information about these activities is available at: <https://www.water.ca.gov/Programs/Integrated-Regional-Water-Management>

Other Agency Information

State Water Resources Control Board

In areas where groundwater users and local agencies are unable or unwilling to sustainably manage their groundwater, SGMA authorizes State Water Resources Control Board (State Board) intervention.

http://www.waterboards.ca.gov/water_issues/programs/gmp/about.shtml#info

Contact Email: groundwater_management@waterboards.ca.gov T: (916) 650-0474

California Department of Fish and Wildlife Groundwater Program

CDFW developed a Groundwater Program to ensure fish and wildlife resources reliant upon groundwater are addressed in GSPs and that CDFW remains in compliance with regulatory requirements.

<https://www.wildlife.ca.gov/Conservation/Watersheds/Groundwater>

Federal Agencies

GSAs can locate federal lands under various federal government jurisdiction (i.e. Bureau of Indian Affairs, Bureau of Land Management, National Parks Service, Department of Defense, Fish and Wildlife Services) from the Water Management Planning Tool under the Federal Lands layer. <https://gis.water.ca.gov/app/boundaries/>

The federal government may voluntarily agree to participate in the preparation or administration of a GSP through a joint powers authority or other agreement with local agencies in the basin. The GSAs should work to include federal interests in all aspects of the public process. Successful examples include ex-officio liaison on the GSA Board and membership on technical and public advisory committees.



California Department of Water Resources
1416 Ninth Street
P.O. Box 942836
Sacramento, CA 94236-0001

<http://www.water.ca.gov>

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - ASSOCIATE	
Applicant	Name <i>Meadowcreek Mutual Water Company</i> <small>(Agency(ies) or Entity(ies))</small>
Associate Entity Category	Associate Type <i>Private Mutual Water Company "C" Corporation</i> <small>(Tribe, LADWP, Fed. Agency, or MBW)</small>
Primary Director	Name <i>Kenneth P. Toy</i> <small>(First) (Last)</small>
Prim. Dir. Contact Information	US Mail <i>P.O. Box 1587 Bishop CA 93514</i> <small>(Street or POB) (City) (Zip Code)</small> E-mail <i>K.Toy@meadowcreekmutualwater.org</i> Phone <i>(760) 920-8045</i>
Alternate Director	Name <i>Howard W. Grice</i> <small>(First) (Last)</small>
Alt. Dir. Contact Information	US Mail <i>P.O. Box 1587 Bishop CA 93514</i> <small>(Street or POB) (City) (Zip Code)</small> E-mail <i>H.Grice@meadowcreekmutualwater.org</i> Phone <i>(760) 872-2550</i>

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. **Forms are due no later than February 28, 2019:**

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.
3. Describe any prior involvement by the Applicant in Owens Valley groundwater issues.
4. Provide documentation of the Applicant's authorization to join the OVGA and agreement to comply with Article V of the JPA.
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).
7. Describe, generally, how the Applicant will implement and fund the groundwater sustainability plan developed by the OVGA.
8. Describe the Applicant's Primary and Alternate Directors':
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Primary or Alternate Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Primary or Alternate Director;
 - vi. Any additional information or qualifications related to the Applicant Board Director's interest in serving on the OVGA Board.

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: *Kenneth P. Toy* (Primary Director) Date: *2/27/2019*
 Signature: *H. Grice* (Alternate Director) Date: *2/27/2019*

MEADOWCREEK MUTUAL WATER COMPANY
P.O. BOX 1587
BISHOP, CA 93514

February 27, 2019

Via Email – lpiper@inyocounty.us

Aaron Steinwand, Ph.D.
Inyo County Water Director
Interim Executive Manager
Owens Valley Groundwater Authority
P.O. Box 337
Independence, CA 93526

Re: Statement of Interest as an OVGA Associate or Interested Party

Dear Dr. Steinwand:

Attached is Meadowcreek Mutual Water Company's completed "*Statement of Interest*" form. Meadowcreek Mutual Water Company is submitting this form pursuant to the standing afforded mutual water companies by California Water Code, Section 10723.6(b).

Meadowcreek Mutual Water Company is a private water corporation; and since Meadowcreek Mutual Water Company is not a Public Water System pursuant to California Water Code, Section 10723.2(c), and since the term "*Associate*" is not used in the SGMA or the California Water Code, Section 10723.2 or Section 10723.6(b); based on the foregoing, Meadowcreek Mutual Water Company is not applying pursuant to the provisions of California Water Code, Section 10723.2(c).

Meadowcreek Mutual Water Company's response to the "*Statement of Interest*" form request for supplemental information follows:

1. Meadowcreek Mutual Water Company's jurisdictional boundaries are well established and on file with Inyo County. However, generally the Meadowcreek Mutual Water Company jurisdiction includes the Meadowcreek I & II Subdivisions, The Arbor Homes Subdivision and the commercial area of Bishop Plaza, J. Rousek Toys, Inc. and O'Reilly Auto Parts.
2. Meadowcreek Mutual Water Company's interest in the OVGA is to insure its standing pursuant to the SGMA and the California Water Code, Section 10723.6(b) is preserved; and to obtain fair and equal representation within the OVGA.
3. Meadowcreek Mutual Water Company has been a responsible user of Owens Valley groundwater since its creation in 1979.
5. Meadowcreek Mutual Water Company is a "C" Corporation with a five-person Board of Directors. Meadowcreek Mutual Water Company is in the process of converting to a Nonprofit Mutual Benefit Corporation.

Dr. Aaron Steinwand,
Inyo County Water Director
Interim Executive Manager
February 27, 2019
Page Two

The stated purpose of this "*Statement of Interest*" form is to "...assess interest and desired level of participation..." and "...Completing the form(s) does not constitute an application ..." based on these criteria, responses to items number 4,6,7 and 8(i-vi) appear premature, onerous and unnecessary, particularly since the information provided may become public knowledge.

Meadowcreek Mutual Water Company seeks participation in the Owens Valley Groundwater Authority pursuant to California Water Code, Section 10723.6(b) as an Associate and with a voting interest.

Meadowcreek Mutual Water Company is represented by counsel, please include Mr. David S. Baumwohl in the mailing / distribution list for Meadowcreek Mutual Water Company. His contact information is included below.

If you have any questions regarding Meadowcreek Mutual Water Company or require additional relevant information, please contact me.

Sincerely,



Kenneth P. Toy, President
Meadowcreek Mutual Water Company
P.O. Box 1587
Bishop, CA 93514

CC:

MMWC Board of Directors

David S. Baumwohl
A Professional Corporation
Attorneys at Law
PO Box 1188
Mammoth Lakes, CA 93546
760.934.2000 (phone)
760.934.2600 (fax)
E-mail: david@baumwohl.com

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - ASSOCIATE	
Applicant	Name Wilson Circle Mutual Water Company, Inc <small>(Agency/ies) or Entity(ies)</small>
Associate Entity Category	Associate Type Mutual Water Company <small>(Tribe, LADWP, Fed. Agency, or MWC)</small>
Primary Director	Name Theodore Murray <small>(First) (Last)</small>
Prim. Dir. Contact Information	US Mail 108 Hobbs Cir Bishop 93514 <small>(Street or POB) (City) (Zip Code)</small>
	E-mail tmurcful2636@verizon.net Phone 760-920-5849
Alternate Director	Name <small>(First) (Last)</small>
Alt. Dir. Contact Information	US Mail <small>(Street or POB) (City) (Zip Code)</small>
	E-mail Phone

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. Forms are due no later than February 28, 2019:

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.
3. Describe any prior involvement by the Applicant in Owens Valley groundwater issues.
4. Provide documentation of the Applicant's authorization to join the OVGA and agreement to comply with Article V of the JPA.
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).
7. Describe, generally, how the Applicant will implement and fund the groundwater sustainability plan developed by the OVGA.
8. Describe the Applicant's Primary and Alternate Directors':
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Primary or Alternate Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Primary or Alternate Director;
 - vi. Any additional information or qualifications related to the Applicant Board Director's interest in serving on the OVGA Board.

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: 2-28-2019

Signature: _____ (Alternate Director) Date: _____

Statement of Interest to OVGA

Wilson Circle Mutual Water Company, Inc.

1. See Attachment I
2. The Wilson Circle Mutual Water Company specific interest is that mutual water companies views and interests are represented on the OVGA Board.
3. The applicant has no prior involvement in Owens Valley groundwater issues.
4. The Wilson Circle Mutual Water Company is authorized to join the OVGA agreement and complies with Article V of the JPA as an a duly Incorporated Mutual Water Company within the boundaries designated by the JPA.
5. The Wilson Circle Mutual Water Company is governed by a President, Vice-President, Treasurer, and Secretary.
6. The Wilson Circle Mutual Water Company can provide in-kind assistance and data to the JPA.
7. The Wilson Circle Mutual Water Company will implement reasonable groundwater sustainability plans that are developed by the OVGA.
8. The Primary Director possesses the following qualifications:
 - B.S. Forest Management
 - Masters of Public Administration
 - 25 years of experience in Public and Private sector in management of wetland issues in the southeast and eastern United States
 - 15 Years of permitting of land use issues including considerations of wildlife and plant impacts.

An alternative associate will be chosen at a later date.

amended to read in its entirety as follows:

"Lots 1 through 11, inclusive, of Tract 129 as per plat recorded in Book 3, Page 58 of Maps, records of Inyo County, California; and Lots 1 through 12, inclusive, of Tract 144, in the County of Inyo, State of California, as per map recorded in Book SD 3 Pages 96 and 97 of Maps, in the office of the County Recorder of said County."

Directors:

Date:

Alfred F. Hadeler
ALFRED F. HADELER

1/4, 1986

Frank L. Phillips
FRANK L. PHILLIPS

4/4, 1986

John F. Wilson
JOHN F. WILSON
(JFW)

2/28, 1986

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - ASSOCIATE		
Applicant	Name Lone Pine Paiute-Shoshone Reservation <small>(Agency, trust, or Entity name)</small>	
Associate Entity Category	Associate Type Federally recognized Tribe <small>(Tribe, F.A.P.B., Fed. Agency, or MPO)</small>	
Primary Director	Name TBD (Tribal Chairperson, Mary Wuester) <small>(First) (Last)</small>	
Prim. Dir. Contact Information	US Mail <small>(Street or PO Box) (City) (Zip Code)</small> E-mail Phone 760-876-1034	
Alternate Director	Name TBD <small>(First) (Last)</small>	
Alt. Dir. Contact Information	US Mail <small>(Street or PO Box) (City) (Zip Code)</small> E-mail Phone	

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. **Forms are due no later than February 28, 2019:**

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Signature: Mary Wuester (Primary Director) Date: 02/26/19

Signature: _____ (Alternate Director) Date: _____

OVGA Statement of Interest

1 Identify any jurisdictional/operational areas of the Applicant within and/or adjacent to the Owens Valley Groundwater Basin.

The Lone Pine Paiute-Shoshone Reservation consists of 237.4 acres of land in Central Inyo County, California. On June 26, 1939, a deed executed between the City of Los Angeles and the United States government allowed for the exchange of 2,913.5 acres of land held in trust for the Owens Valley Paiute Indians for 1,391.48 acres owned by the Los Angeles Department of Water and Power (LADWP). The latter acreage was divided into three (3) parcels that comprise the current Bishop (875 acres), Big Pine (279.8 acres) and the Lone Pine (237.4 acres) Reservations. The Land Exchange was authorized by an Act of Congress dated April 20, 1937 (P. L. 75-43). Located at an elevation of approximately 3,745 feet above sea level in the southern portion of the Owens Valley, the Lone Pine Paiute-Shoshone Reservation is bounded to the north by the unincorporated town of Lone Pine and to the south by the Lone Pine Airport. The majority of the land surrounding the Reservation is owned by LADWP, transitioning to the Bureau of Land Management (BLM) in the Alabama Hills to the west. The Sierra Nevada Mountains rise dramatically a few miles to the west (Mt. Whitney, the highest point in the contiguous 48 states, is visible from the Reservation) and the Los Angeles Aqueduct traverses the eastern edge of the Alabama Hills less than one mile to the west. The bed of the Owens River is a mile to the east, and the former north shore of Owens (Dry) Lake is five miles to the south. US Highway 395, the main north-south transport artery between Los Angeles, CA and Reno, NV, crosses the Reservation just west of its center. (see attached maps of LPPSR boundaries and traditional lands).

2 Describe the Applicant's specific interest(s) in the OVGA.

(attach 'SGMA letter.pdf 11/17/16), (JPA Suggested Changes 12/15/17), (IC Grant Letter 10/16/17), (DWR Recommendation Support 2/22/18)

LPPSR has been engaged with SGMA since the Act was approved in 2014. We attended a meeting in Sacramento with the California Water Boards in October that year to discuss the new law and Tribal jurisdiction. We have attended and participated in all Inyo County Water Department and Board of Supervisors meetings and workshops regarding the Act, JPA and GSA designs as well as DWR Tribal SGMA meetings. LPPSR has been an active participant and sought inclusion throughout the process.

The Paiute people's interest in this basin's water resource is as old as the melting glaciers in the Sierra Nevada. Legal control over water has been denied while emphasis of inclusion to its management continues to be granted to those who aggressively took possession through political privilege.

3 Describe any prior involvement by the Applicant in Owens Valley groundwater issues.

In addition to involvement noted in answer 2, LPPSR has been a "stakeholder" in the Owens Lake Master Project (Plan) from 2011 to the present. Our attendance and participation in the Groundwater Work Group has been continuous. We take the position that any lakebed pumping

should have no negative impacts, and that LADWP must follow written management plans that are the committee's consensus opinion. Now that the OVGA is established, LPPSR is confident that California State Lands Commission will require any lakebed groundwater pumping to follow protocols and practices designed in the GSP. Establishment of the OVGA may have rendered the disagreement of applicability of the LTWA with regard to OL dust mitigation moot.

LPPSR is part of a 3-Tribe consortium that is the Owens Valley Indian Water Commission. The Commission is charged with securing Tribal water rights denied in the 1937 agreement between our Federal government and Los Angeles, protecting the water quality and uses within the valley, restoring groundwater dependent vegetation and mitigating for lost environmental degradation, as well as maintaining traditions of environmental stewardship. The Commission has monitored groundwater depths and quality in Lone Pine, Big Pine and Bishop since 1991.

LPPSR monitors water resource extraction activities in the southern Owens Valley Basin. We have been involved as commenters and participants in public meetings with Crystal Geyser expansion and ground pollution issues through Lahontan Regional Water Quality Control Board and Inyo County.

4 Provide documentation of the Applicant's authorization to join the OVGA and agreement to comply with Article V of the JPA.

Lone Pine Paiute-Shoshone Reservation is a federally recognized Tribe with land in the Owens Valley Basin, and therefore authorized to join the OVGA per the JPA, article V.

5 Describe the Applicant's governance structure.

The Tribe is federally recognized with approximately 400 enrolled members. There are 233 people residing on the Reservation in 107 houses or trailers. A General Council, consisting of all Tribal Members of voting age, deliberates tribal affairs. The General Council meets regularly on the first Sunday of every month, with the exception of holidays. The Tribal Administrator administers daily operations, and government functions are administered by five (5) elected Officers: Chairperson, Vice Chairperson, Secretary, Treasure and Trustee.

6 Describe resources that the Applicant has available to contribute to the OVGA (in-kind, monetary, and/or relevant data).

- 1) Traditional Ecological Knowledge, TEK (recognized by EPA as pertinent and valuable historic/prehistoric understanding of the local environment).
- 2) Will seek available grants to benefit OVGA operations
- 3) In-kind map and document printing, research and participation in the GSP
- 4) Active participation and research

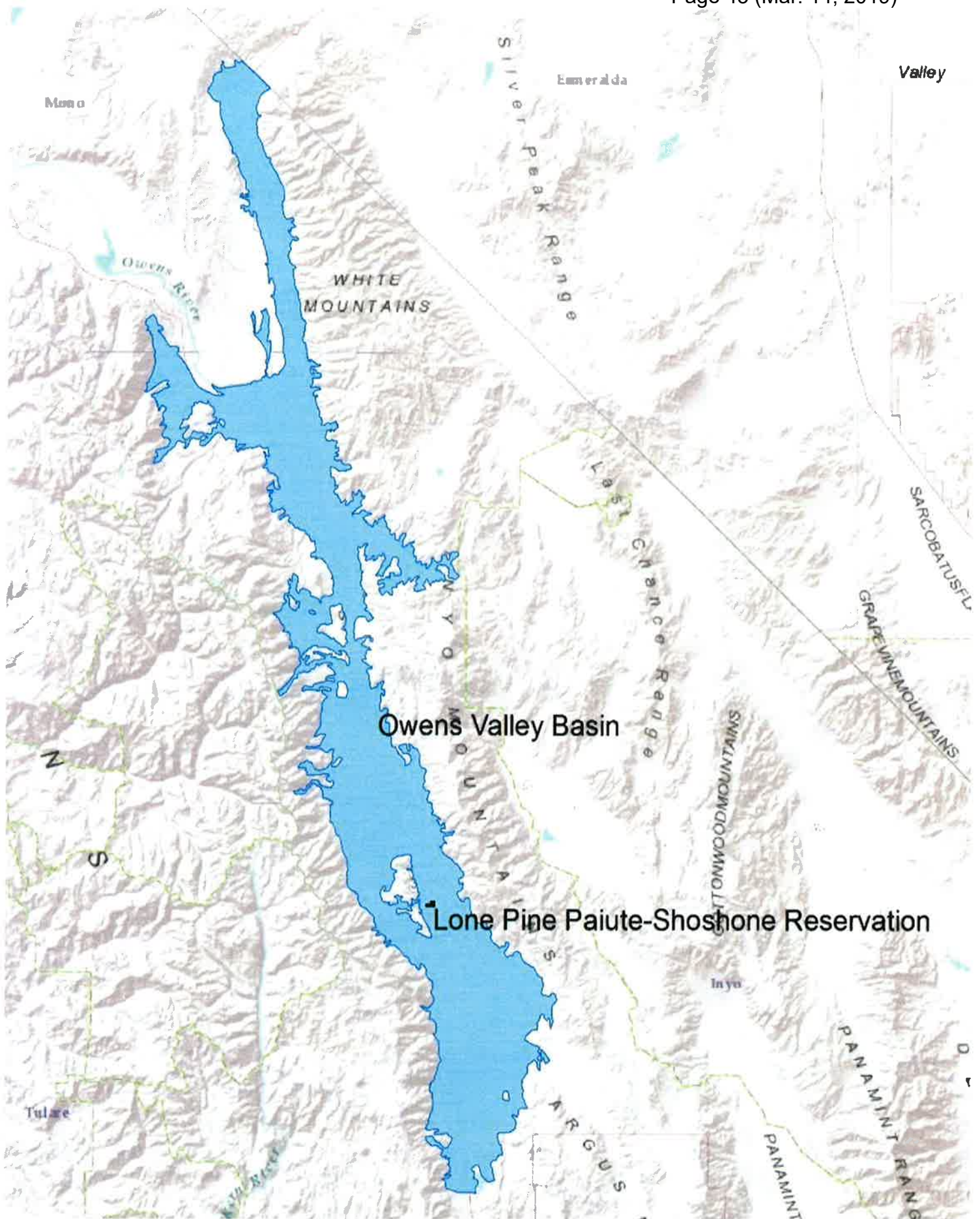
7 Describe, generally, how the Applicant will implement and fund the groundwater sustainability plan developed by the OVGA.

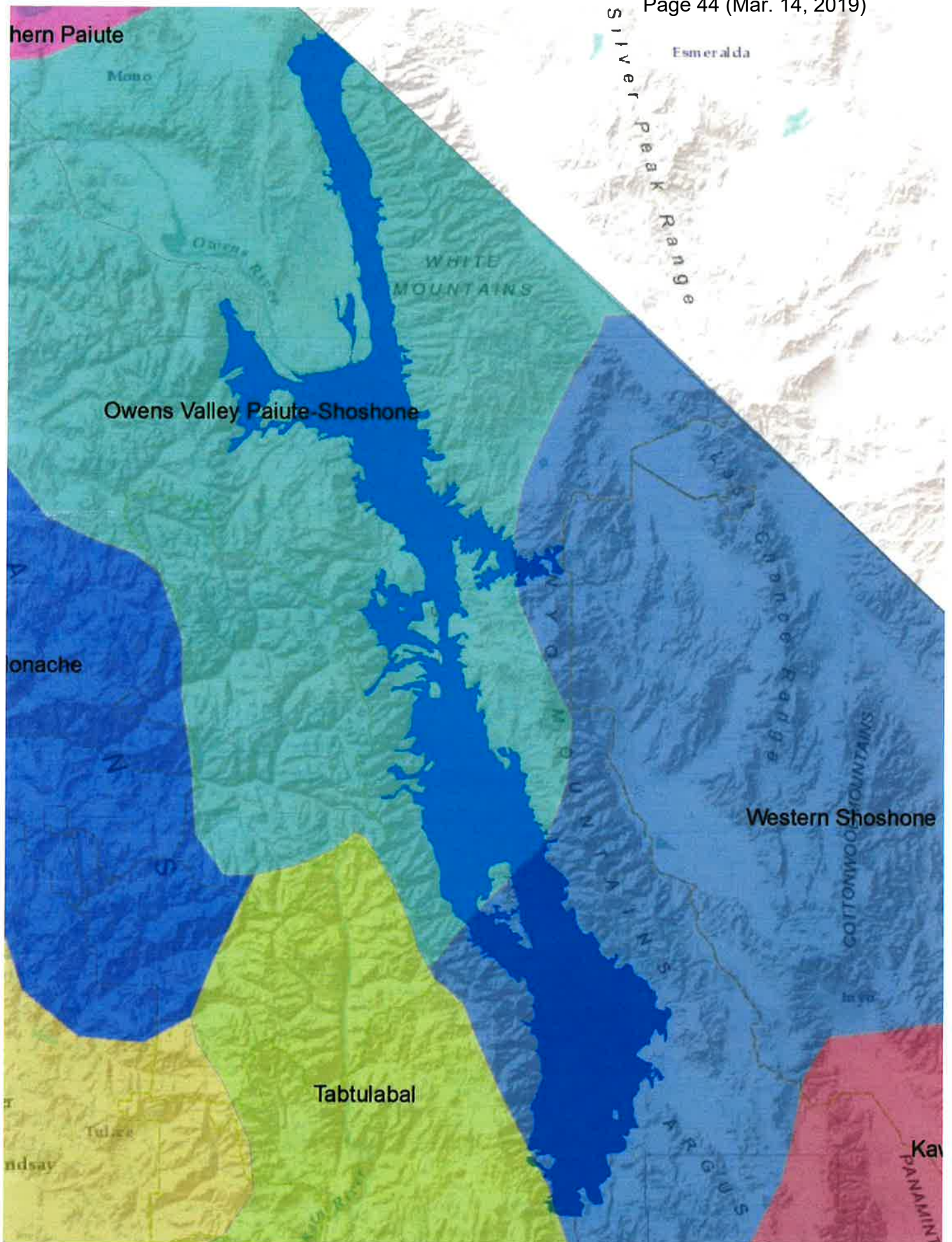
This is not applicable in that no GSP has been written. As stated above, LPPSR does not possess legal control over groundwater sources. For decades, LPPSR has been active and vocal in opposition to groundwater abuses. A position on the OVGA Board would elevate our activism. Two current OVGA Board members are non-paying, voting seats.

8 Describe the Applicant's Primary and Alternate Directors':

- i. Relevant educational background;**
- ii. Relevant employment background;**
- iii. Experience serving on any committee(s) or board(s);**
- iv. Personal interest in serving as the Applicant's Primary or Alternate Director;**
- v. Any business interests or positions that might conflict with his/her duties as the Applicant's Primary or Alternate Director;**
- vi. Any additional information or qualifications related to the Applicant Board Director's interest in serving on the OVGA Board.**

The Lone Pine Paiute-Shoshone Reservation cannot provide these details at this point in the process. This Letter of Intent should not bind LPPSR to specific Director and Alternate Director when these decisions may change by the time the application time-line and procedure are determined. Tribal representation choices will be made when as the dates and conditions are known.





Lone Pine Paiute-Shoshone Reservation

P.O. Box 747 • 1103 South Main Street

Lone Pine, CA 93545

(760) 876-1034

Fax (760) 876-8302

Web Site: www.lppsr.org

November 17, 2016

Dr. Robert Harrington, Director
Inyo County Water Department
PO Box 337
Independence, CA 93526

RE: Voting Membership in the Groundwater Sustainability Agency (GSA)

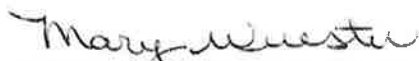
Dear Dr. Harrington:

The Lone Pine Paiute-Shoshone Reservation (LPPSR) is pleased with the direction Inyo County Supervisors have determined to take for groundwater protection under the Sustainable Groundwater Management Act (SGMA). We have followed the progress of this law and participated in workshops throughout the process. We have been involved with water issues of the southern Owens Valley for many years.

As a Tribe on federal trust land, we are exempted from the eventual management plan(s). However, our water sources are not currently within our authority. A long-standing legal dispute may eventually alter that position. Regardless, we are affected by water use and abuse under and around our communities. Further, our concern for environmental protection extends well beyond the artificial boundaries determined between the Los Angeles Department of Water and Power and the U.S. Department of the Interior. The exemption, in this case, is of no benefit to the Lone Pine Tribal community. We wish to continue as active participant in this important groundwater legislation.

The Lone Pine Paiute-Shoshone Reservation is requesting a voting membership in the Groundwater Sustainability Agency (GSA) that incorporates the LPPSR area or the entire groundwater basin; whichever is determined. We understand that access to funding may become available for the GSA through the Tribe's participation. Additionally, we respect the long-term commitment required to develop a management plan. Of all GSA potential members, Tribal presence represents the long view of sustainability and commitment to this land.

Sincerely,



Mary L. Wuester, Tribal Chairperson
Lone Pine Paiute-Shoshone Reservation

Lone Pine Paiute-Shoshone Reservation

P.O. Box 747 • 1103 South Main Street

Lone Pine, CA 93545

(760) 876-1034

Fax (760) 876-8302

Web Site: www.lppsr.org

October 16, 2017

Sustainable Groundwater Planning Grant Program
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236

RE: Groundwater Sustainability Planning for the Owens Valley Groundwater Basin

To Whom It May Concern:

The Lone Pine Paiute-Shoshone Reservation has been an active and enthusiastic participant in SGMA workshops and planning since the legislation was approved. We intend to have continuous involvement in water issues affecting our homeland and diverse environment. These efforts have been addressed in the JPA/GSA documents to include local Tribes in the process.

The Owens Valley Basin has been in steady decline for the last 100 years as Los Angeles Department of Water and Power (LADWP) has drawn groundwater tables to levels that no longer support native trees and meadows throughout the valley. In addition to lost habitat, valley-wide dust storms have become routine. The Long Term Water Agreement (LTWA) between Inyo County and LADWP is only partially effective due to the disparity in economic power between the two government entities. With all its limitations, the LTWA jurisdiction is considered by this Act to be 'adjudicated'. Lands not covered by the LTWA will be managed by newly forming GSAs. A better management plan should positively influence outcomes for the entire basin. We finally see hope and opportunity through SGMA's mandate for protection of water, our most critical resource.

LADWP has a stranglehold over this basin, and was instrumental in removal of native people from our land and into the reservation system. As a result, Tribal communities have little power or financing to protect our natural resources. This is true of our county government and the small agencies who are volunteering to develop a sustainable management plan. We support Inyo County's grant application, and, further, request exemption to matching costs. Without financial aid in this endeavor, the important voices wishing to participate will continue unheard.

Sincerely,



Mary L. Wuester, Tribal Chairperson
Lone Pine Paiute-Shoshone Reservation

Cc: Robert Harrington, Inyo County Water Department

1.3 SPECIAL REQUIREMENTS. The following special requirements are in addition to any general requirements:

1.3.1 *Tribal Participation*. Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin.

1.3.2 *Federal Agency Participation*. While there are multiple Federal Agencies potentially eligible to become an Associate, there shall be a maximum of one Associate Board seat available for those Federal Agencies collectively. If the Federal Agencies are unable to agree on which agency among them is best suited to be an Associate of the Authority those agencies shall file competing applications to become the federal Associate of the Authority.

1.3.3 *LADWP*. The Los Angeles Department of Water and Power's participation in the GSA as an Associate shall be conditioned on its providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members, and providing information deemed relevant to the preparation and implementation of the GSP. The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement.

alternative:

The GSP shall apply to LADWP water management activities except where Los Angeles and Inyo County agree they directly conflict with the Water Agreement.

minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members.

1.3.5 *Additional conditions*. Additional conditions required for Associates may be established by a majority of the votes of the Directors appointed by the Members.

1.4 ASSOCIATE BOARD APPOINTMENTS AND VOTES

1.4.1 *In General*. All Associates shall appoint one Primary Director and one Alternate Director (sometimes referred to herein as a "Director") to the Board of Directors. The Alternate Director shall serve and assume the rights and duties of the

Lone Pine Paiute-Shoshone Reservation

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Lone Pine, CA 93545

(760) 876-1034

Fax (760) 876-8302

Web Site: www.lppsr.org

February 22, 2018

SGWP@water.ca.gov.

California Department of Water Resources
Division of Integrated Regional Water Management
Financial Assistance Branch
Sacramento, CA 94236

Attention: Jason Brabec

The Lone Pine Paiute-Shoshone Reservation (LPPSR) has been active in the SGMA process from its inception. LPPSR is pleased to finally see California take steps to protect and preserve our precious groundwater resource.

Inyo County Water Department filed for Groundwater Sustainability Planning for the Owens Valley Groundwater Basin grant funding. With a score of 19 of 19 in category 2, the requested \$713,155 (of \$865,915 total budgeted) was recommended for approval.

The Owens Valley Groundwater Basin covers parts of Mono County, as well. Cooperation of all eligible agencies has been encouraged with this recognition of the financial burden to produce a groundwater sustainability plan. As a rural and economically disadvantaged area, such a costly and time-intensive project would be impossible to accomplish effectively without this grant funding.

With LADWP and Inyo County's Long-Term Water Agreement lands exempted from the eventual GSP, the future sustainability plan(s) will fill a large gap in groundwater data and protection. Without funding from this grant, dedicated participants in the GSP process will be challenged to produce a robust and comprehensive plan.

We strongly request funding of the Owens Valley Groundwater Basin activities as recommended.

Sincerely,



Mary L. Wuester, Tribal Chairperson
Lone Pine Paiute-Shoshone Reservation

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY		
Applicant	Name <i>Owens Valley Committee</i> <small>(Agency(ies) or Entity(ies))</small>	
Interested Party Type	Interested Party Type <i>Non-profit environmental group</i> <small>(See JPA Exhibit B for list of Interested Party Types)</small>	
Interested Party Director	Name <i>Owens Valley Committee</i> <small>(First)</small> <i>Mary</i> <small>(Last)</small> <i>Roper</i>	
Int. Party Dir. Contact Info.	US Mail <i>P O Box 77 Bishop CA 93515</i> <small>(Street or POB)</small> <small>(City)</small> <small>(Zip Code)</small>	
	E-mail <i>maryroper51@gmail.com</i>	Phone <i>760 878 8056</i>

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. **Forms are due no later than February 28, 2019:**

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.
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).
7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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: *Mary Roper* (Primary Director) Date: *2/27/2019*
 Signature: _____ (Alternate Director) Date: _____

Owens Valley Committee
P. O. Box 77
Bishop, CA 93515

February 27, 2019

Dear Members of the Owens Valley Groundwater Authority,

Thank you for expanding the Owens Valley Groundwater Authority to include organizations dedicated to the environmental health of the Owens Valley. The beneficial use of water in the Owens Valley is largely environmental and agricultural, as well as providing municipal supply. Avoiding the undesirable effects and impacts to surface and groundwater is essential in the Owens Valley Basin, given the high environmental values here. One of the mechanisms to accomplish this is SGMA's requirement to engage stakeholders in the process of development of the Groundwater Sustainability Plan. The Owens Valley Committee has a 36 year history of involvement with Owens Valley groundwater issues – in the areas of environmental uses (groundwater pumping and export), public water systems (town water systems related to the Long Term Water Agreement), surface water uses (Lower Owens River, Off-River Lakes and Ponds), agricultural uses (Type E vegetation and water spreading), and land use planning (Owens Valley Land Management Plan). We have depth and breadth of knowledge, and members throughout California and the West.

1. The Owens Valley Committee (OVC) is a party to the 1997 Memorandum of Understanding (MOU) between the Los Angeles Department of Water and Power (LADWP) and other parties.

Through the MOU, we are obligated to work with the other MOU parties on the Lower Owens River Project (LORP), the Land Management Plan (LMP), groundwater pumping operations and various other mitigation areas.

2. The OVC is actively interested in all elements arising from the 1991 Inyo/LA EIR, the Long Term Water Agreement (LTWA) and the 1997 MOU. We want to ensure that groundwater levels and vegetation are returned to the baseline levels as defined in the legal documents, a position consistent with the environmental sustainability provisions of SGMA.

We are also concerned that individuals holding property with water rights (potential users of groundwater) within the area that is considered to be “adjudicated” have the right to engage in the development of the GSP. Their interest in creating a sustainable groundwater plan should be encouraged.

Additionally, we are interested in the intersection of the “adjudicated” area of the basin and the areas that the GSP will manage. Water doesn’t recognize jurisdictional boundaries, and in the Owens Valley, ultimately flows downward to Owens Lake.

Another concern that the OVC has is DWP’s regionalization of groundwater from our basin. Many areas of the Owens Valley Basin, including the “adjudicated” area in the basin, have not recovered from groundwater pumping to baseline levels after the second barrel of the aqueduct began exporting water in 1970. This “regionalization” now includes the specter of exporting water to other groundwater basins outside the Owens Valley, for recharge, storage, or use by another entity.

3. Please see our answers to question #1. The Owens Valley Committee has been involved with the water issues in our area since 1983 when it was formed as a citizens’ action group. We continue to be actively involved and have a deep understanding of the issues in this groundwater basin.
4. Please see our answer to question #1.
5. We are a non-profit corporation. We are governed by a 7-member board. We have many supporters and activists that sustain our organization.
6. The OVC brings a depth of knowledge and history of the water issues in the Owens Valley. We are unique in that there is no other local entity that has the history or involvement that we have had for over 36 years. We can offer support to the OVGA by helping to educate people and publicize the upcoming public meetings. We have an extensive email list of individuals and entities that want to be involved in the water issues in this area.
7. We will be appointing an attendee to the meetings. Our current OVC Board members consist of:

Kammi Foote: Inyo County Clerk-Recorder, background in private industry with land title issues, strong ongoing interest in the intersection of the electorate and public policy.

Mark Lacey: Local rancher with an extensive knowledge of on-the-ground conditions of the groundwater basin, current president of the California Cattlemen’s Association.

Earl Wilson: Retired Hydrology Tech for Great Basin Air Pollution Control District, current member of the Technical Advisory Committee for the Indian Wells-GA and is a frequent attendee at meetings concerning regional water issues.

Mary Roper: Retired Inyo County Clerk-Recorder, Vice-President of the Friends of the Eastern California Museum, Vice Chair of the Juvenile Justice Commission, Board

Member of Healthy Communities of Southern Inyo County, Treasurer of the Independence Civic Club, Board Member of the Owens Valley Growers Inc., Organizer of Inyo Associates meetings.

Rose Masters: Member of Inyo County Search & Rescue.

Dave Wagner: Retired geologist with the California Geological Survey (CGS) for 35 years, conducted regional geologic mapping, investigated the 1983 debris flows in western Marin County, the American River Canyon landslide that closed Highway 50 in 1997, and the 2008 Oak Creek debris flows in Owens Valley, registered professional geologist and a certified engineering geologist, currently works as a consulting geoarchaeologist, President of the Friends of the Eastern California Museum, President of the Owens Valley Growers Inc.


Nancy Masters: County Librarian – Inyo County Free Library, Past President of the OVC, Board Member Owens Valley Growers Inc., Past board member of the Owens Valley Unified School District, President of the Independence Civic Club, past employee of Lahontan Regional Water Quality Control Board, Biochemistry degree.

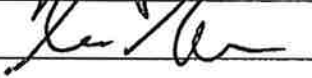
Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY															
Applicant	Name CG Roxane, LLC <small>(Agency(ies) or Entity(ies))</small>														
Interested Party Type	Interested Party Type Public Water System and Non-Agricultural Business with Private Wells <small>(See JPA Exhibit B for list of Interested Party Types)</small>														
Interested Party Director	Name Ryan Smith <small>(First) (Last)</small>														
Int. Party Dir. Contact Info.	<table border="0"> <tr> <td>US Mail</td> <td>10 Pimental St</td> <td>Novato</td> <td>94949</td> </tr> <tr> <td></td> <td><small>(Street or P.O.B.)</small></td> <td><small>(City)</small></td> <td><small>(Zip Code)</small></td> </tr> <tr> <td>E-mail</td> <td colspan="2">r.smith@cgroxane.com</td> <td>Phone 415-339-8203</td> </tr> </table>			US Mail	10 Pimental St	Novato	94949		<small>(Street or P.O.B.)</small>	<small>(City)</small>	<small>(Zip Code)</small>	E-mail	r.smith@cgroxane.com		Phone 415-339-8203
US Mail	10 Pimental St	Novato	94949												
	<small>(Street or P.O.B.)</small>	<small>(City)</small>	<small>(Zip Code)</small>												
E-mail	r.smith@cgroxane.com		Phone 415-339-8203												

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. **Forms are due no later than February 28, 2019:**

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4. Explain how the Applicant is a suitable representative of the Interested Party Type that the Applicant desires to represent (see JPA Exhibit B).
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7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
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 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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:  (Primary Director) Date: 2/4/19

Signature:  (Alternate Director) Date: 2/4/19

Owens Valley Groundwater Authority

Statement of Interest – Interested Party

Supplemental Information

Crystal Geyser Roxane, LLC (CGR) requests to be included in the development and implementation of the Sustainable Groundwater Management Act (SGMA) for the Owens Valley groundwater basin, as well as to secure a seat on the Owens Valley Groundwater Authority (OVGA) Board as the Groundwater Sustainability Agency (GSA). CG Roxane LLC, is a private business and registered Inyo County public water system that employs over 150 full time employees in the southern Inyo County. The Company has been operating for over 25 years. We are keenly interested to be involved in this process and can bring great depth of technical knowledge and understanding as well as a fresh perspective of responsible and sustainable groundwater use within the basin. We are fully prepared to sign and abide by the Joint Powers Authority and all promulgations of the OVGA as well.

Provided below are responses to the supplemental information requested on the Interested Party Statement of Interest form.

1. CGR, operates a spring water bottling business in the far southern portion of the Owens Valley groundwater basin, in Olancho, California.
2. CGR is interested in meaningfully participating in the OVGA at a policy making level and technical advisor role for the development of the Groundwater Sustainability Plan and implementation of SGMA. The area of the basin in which CGR operates is sparsely populated and groundwater use in the area is dominated by agricultural industrial uses, in which CGR is uniquely positioned to provide a fresh perspective on sustainable groundwater use in this area. Since CGR exclusively bottles spring water at the Olancho location, it is of utmost priority to ensure that the springs and associated groundwaters sources are used and maintained in a responsible and sustainable manner. CGR's interests in protecting its sources, and ensuring that surrounding groundwater users act similarly, are directly in line with the SGMA goals.
3. CGR has been deeply involved in groundwater issues in the Owens Valley groundwater basin for nearly three decades. Most recently, CG operates a bottling facility in Olancho that is under the jurisdiction of an Inyo County Water Department Environmental Impact Report, in which CGR is required to closely monitor groundwater elevations, groundwater quality, spring water dependent habitat, and groundwater production totals. Additionally, the bottling plant in Olancho retains a public water system permit with the Inyo County Environmental Health Department in which numerous production wells and conveyance systems are regulated and monitored as a non-transient public water system.
4. CGR is well suited to represent the Interested Party Group based on our experience operating and maintaining a successful business that is based on the sustainable and responsible production of groundwater. Additionally, through the nearly three decades of operating, CGR has been a steadfast and engaged member of the local community which also relies upon groundwater for drinking water supply. We have a solid technical understanding of the Owens

Valley groundwater basin, and have for decades maintained a precious spring water resource through careful monitoring and understanding of groundwater supply and safe yield at our facility. It bears emphasis that the sustainability of the springs and groundwater source allow our business to exist. Unlike other users, the Company must also be careful that the water quality of the basin is protected to a level that will permit human consumption without treatment.

5. CGR is a privately held, family-owned business. The corporation is led by a President / CEO, who is also the Owner, and a Chief Operating Officer, who has worked for the Company for over 10 years. The Company employees Vice Presidents who manage various aspects of the corporation's business operations, including resource management, regulatory compliance, and water quality. The corporate headquarters are located in Novato CA.
6. CGR is willing to contribute to the OVGA in many areas. Principally, CGR is willing to contribute funds to go toward the development of the Groundwater Sustainability Plan (GSP) in the amount of up to \$10,000 per year until the GSP is completed. Additionally, as previously mentioned, CGR has gained considerable knowledge about the groundwater system in the basin. The Company has been and continues to collect groundwater level data as well as water quality data from numerous monitoring wells and production wells for many years. A Modflow predictive groundwater flow model as well as a hydrogeological site conceptual model, has been developed and maintained for our facility in Olancha. We are willing to contribute these monitoring data to assist in the development of the GSP.
7.
 - i. Ryan Smith, who will serve as the Company's representative, holds a Bachelor's of Science in Geological Sciences from University of California Santa Barbara (1999).
 - ii. Mr. Smith has worked in the geological sciences industry for the last 18 years. During his career, he has held positions with various engineering and environmental consulting firms. His longest tenure was at Geosyntec Consultants, a highly reputable national consulting firm, where he conducted environmental assessments and remediation of contaminated soil and groundwater projects as well as groundwater resource development projects. At Geosyntec, Mr. Smith spent considerable time in the Owens Valley monitoring and analyzing groundwater sources. Mr. Smith is currently employed with CGR as Vice President of Resource Management and Regulatory Compliance.
 - iii. Mr. Smith does not have relevant experience serving on a committee or board.
 - iv. Mr. Smith's personal interest to serve as the Interested Party director comes from a unique technical understanding of groundwater issues in the Owens Valley groundwater basin. His perspective in this regard is believed to be an important counterbalance to other members currently sitting on the OVGA board. As SGMA is intended to be a collaborative effort from all parties involved to bring groundwater basins into sustainability, a voice from the non-agricultural business community is important to ensure that the interests of all groundwater users within the Owens Valley Basin are heard.
 - v. While Mr. Smith does work for CGR, there is no potential conflict with his position as an Interested Party. As previous discussed, CGR's interests in protecting the groundwater resources in the area are directly in line with the goals and policy reasons behind SGMA's implementation. Furthermore, Mr. Smith is personally interested in the

successful implementation of the GSP as well as being an equal representative of all interested parties within the jurisdiction of the OVGA as he understands the importance of groundwater needs for other businesses and industries. Mr. Smith's educational background and longstanding work experience as a hydrogeologist in the Owens Valley, and his unique understanding of the groundwater system within the basin will allow him to be a valuable Interested Parties Director in the OVGA. Therefore, his duties as the Interested Party's Director will not create conflicts.

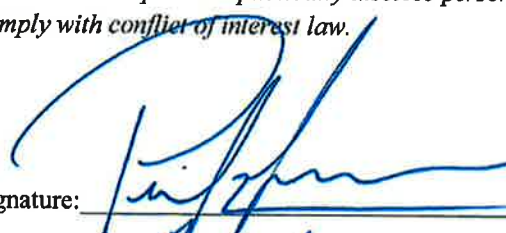
- vi. Mr. Smith is a California certified Professional Geologist (since 2005, #7846), and California Certified Hydrogeologist (since 2015, #1005).


Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY			
Applicant	Name Great Basin Unified Air Pollution Control District <small>(Agency(ies) or Entity(ies))</small>		
Interested Party Type	Interested Party Type Local Agency <small>(See JPA Exhibit B for list of Interested Party Types)</small>		
Interested Party Director	Name Phillip L. Kiddoo <small>(First) (Last)</small>		
Int. Party Dir. Contact Info.	US Mail 157 Short Street <small>(Street or POB)</small>	Bishop <small>(City)</small>	93514 <small>(Zip Code)</small>
	E-mail pkiddoo@gbuapcd.org	Phone (760) 872.8211	

On separate pages attached to this application please provide the following information to the OVGA either via email to lpiper@inyocounty.us, mail at ICW, PO Box 337, Independence, CA, 93526 or in person at 135 S. Jackson St, Independence. Forms are due no later than February 28, 2019:

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.
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).
7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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:  (Primary Director) Date: 2/19/2019

Signature:  (Alternate Director) Date: 2/1/2019

**Owens Valley Groundwater Authority (OVGA)
Statement of Interest – Interested Party
Supplemental Information**

Phillip L. Kiddoo, Great Basin Unified Air Pollution Control District

- 1. Identify any jurisdictional/operational areas of the Applicant within and/or adjacent to the Owens Valley Groundwater Basin.**
Inyo County and Mono County.
- 2. Describe the Applicant's specific interest(s) in the OVGA.**
Potential negative impacts to air quality.
- 3. Describe any prior involvement by the Applicant entity(ies) in Owens Valley groundwater issues.**
None.
- 4. Explain how the Applicant is a suitable representative of the Interested Party Type that the Applicant desires to represent (see JPA Exhibit B).**
Local Agency - Responsible for enforcement of federal, state, and local air quality regulations.
- 5. Describe the Applicant's governance structure.**
The Great Basin Governing Board is comprised of seven publicly elected officials appointed as members by their respective Boards as followed:
 - Inyo County – two
 - Mono County – two
 - Alpine County – two
 - Town of Mammoth Lakes – one
- 6. Describe resources that the Applicant has available to contribute to the OVGA (in-kind, monetary, and/or relevant data).**
In-kind staff time and resources plus relevant data for the Owens Lake area.
- 7. Describe the Applicant's Interested Party Director's:**
 - i. Relevant educational background;**
Bachelor of Science degrees in Zoology and Physiology with an environmental ecology focus.
 - ii. Relevant employment background;**
Fourteen years employment with Great Basin Unified Air Pollution Control District.
 - iii. Experience serving on any committee(s) or board(s);**
Eastern Sierra Audubon Board member 2001 - 2007
 - iv. Personal interest in serving as the Applicant's Interested Party Director;**
Groundwater associated environmental impacts.
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;**
None.
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.**
None.

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY		
Applicant	Name Range of Light Group (Sierra Club) <small>(Agency(ies) or Entity(ies))</small>	
Interested Party Type	Interested Party Type Environmental Organization <small>(See JPA Exhibit B for list of Interested Party Types)</small>	
Interested Party Director	Name Warren Malcolm Clark <small>(First) (Last)</small>	
Int. Party Dir. Contact Info.	US Mail PO Box 3328 Mammoth Lakes, CA 93546-3328 <small>(Street or POB) (City) (Zip Code)</small>	
	E-mail wmalcolm.clark@gmail.com	Phone 760-924-5639

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6. Describe resources that the Applicant has available to contribute to the OVGA (in-kind, monetary, and/or relevant data).
7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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: Warren Malcolm Clark (Primary Director) Date: February 15, 2019

Signature: Lynne Beutler (Alternate Director) Date: February 23, 2019



*Range of Light Group
Toiyabe Chapter, Sierra Club
Counties of Inyo and Mono, California
P.O. Box 1973, Mammoth Lakes, CA, 93546
Rangeoflight.sc@gmail.com*



Supplementary Information: OVGA Statement of Interest – Interested Party

General: While the Range of Light Group (ROLG) of the Sierra Club is interested in possible “Interested Party” status, ROLG is not at this time certain we would apply for formal membership. We will continue to monitor activities of the OVGA through occasional attendance, minutes, and reports on Sierra Wave. As the OVGA meetings are open to the public, and past meetings have allowed for public comment, we are not certain whether voting membership is important for us. Still, we do wish to submit the statement of interest in order to leave open the possibility of applying should the Board pursue offering an Interested Party status.

1. ROLG has no jurisdictional/operational area within and/or adjacent to the Owens Valley Groundwater Basin.
2. ROLG has been a member of the Inyo-Mono Integrated Regional Water Management Group (IRWMG) since its founding. A member of the ROLG ExCom has served on the Administrative Committee (6 members) of the IRWMG for the past 5 or more years. The IRWMG has been following groundwater issues and I understand the OVGA has recently joined (or is in the process of joining) the IRWMG.
3. Locally, as well as statewide and nationally, the Sierra Club is very involved in conservation/environmental related water issues. ROLG has been involved in a number of water issues, mainly pertaining to LADWP. Most notable is ROLG involvement in the LORP agreement including the rewatering of the Lower Owens River and one or more MOU’s resulting from this process. ROLG has been more directly involved in groundwater issues arising from LADWP well projects which ROLG has maintained lowered or threatened to lower groundwater levels (such as the two “Bishop wells”) but also in some other groundwater pumping controversies. In some cases, ROLG involvement has resulted in ROLG being party to a lawsuit. ROLG is currently involved in a lawsuit, together with Mono County, against LADWP relating to the “dewatering” of specific ranch leases. I do not think any of these leases are in the ground water basin of the OVGA and generally they do not directly relate to groundwater issues. LADWP is an adjudicated agency, whose holdings in the basin are not subject to the OVGA (eventual) plan. But as the state considers exports from a basin in its entirety, and as LADWP is a major exporter of water in the basin, the link to LADWP issues is still relevant and a problem we for the OVGA.
4. ROLG (Sierra Club) is eligible as an Environmental Organization (Exhibit B:4) (and potentially as environmental user – Exhibit B:5)


5. Governance Structure: ROLG is one of four groups that make up the Toiyabe Chapter of the Sierra Club. ROLG's area is Inyo and Mono counties. The groups (and chapters) may not take positions on legislation that are contrary to the positions taken by higher level entities in the Sierra Club. But in most local matters, the individual group operates independently. ROLG has a six-member executive committee (ExCom) elected by all members (approximately 400 in the case of ROLG) of the group. The ExCom selects the chair of the group and such other officers and committee heads as are deemed necessary.
6. ROLG does not engage in any significant income producing activities. The local group receives a portion of its members annual dues paid to the Sierra Club – under \$1000 a year. The group is permitted to engage in fund-raising activities and can accept donations (above dues) and bequests. The group does not have a strong revenue stream. Groups may have hired staff, but ROLG operates with no paid staff. It is entirely a volunteer run organization. ROLG does have strong contacts with other environmental groups striving to achieve groundwater sustainability.
7. Director: note that should ROLG become an OVGA interested party, the ROLG ExCom might designate other qualified ROLG members to attend OVGA meetings and to represent ROLG at these meetings.
8. A. Primary Director: Warren Malcolm Clark, Vice-chair of ROLG ExCom and conservation chair of ROLG.
 - i. Ph.D. but in area unrelated to Groundwater Sustainability issues. Seminary and college professor for approximately 40 years. Retired.
 - ii. No relevant employment background.
 - iii. Served on various committees and as department chair during college teaching career. As previously mentioned, member of Administrative Committee of the Inyo-Mono IRWMG, and also on the board of the Eastern California Water Association (ECWA).
 - iv. Broad interest in water issues as relates to the environment locally and more broadly. Approximately 10 years involvement in the local IRWMG has given exposure to many water issues locally and contact (through IRWMG meetings) with other water groups in the Inyo-Mono region.
 - v. No business conflict of interest.
 - vi. Not related to the primary director, it might be of interest to note that one member of the ROLG ExCom is a farmer (San Paula and Ojai areas) who has extensive experience working with their local ground water sustainability plan and agency.


Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY								
Applicant	Name Rio Tinto - U.S. Borax Inc. <i>(Agency(ies) or Entity(ies))</i>							
Interested Party Type	Interested Party Type Non-Agricultural Business / Private Pumper <i>(See JPA Exhibit B for list of Interested Party Types)</i>							
Interested Party Director	Name Ronald Ward <i>(First)</i> <i>(Last)</i>							
Int. Party Dir. Contact Info.	<table border="1"> <tr> <td>US Mail 209 North <i>(Street or POB)</i></td> <td>Lone Pine, CA <i>(City)</i></td> <td>93545 <i>(Zip Code)</i></td> </tr> <tr> <td>E-mail ronald.ward@riotinto.com</td> <td colspan="2">Phone (760) 876-4775</td> </tr> </table>		US Mail 209 North <i>(Street or POB)</i>	Lone Pine, CA <i>(City)</i>	93545 <i>(Zip Code)</i>	E-mail ronald.ward@riotinto.com	Phone (760) 876-4775	
US Mail 209 North <i>(Street or POB)</i>	Lone Pine, CA <i>(City)</i>	93545 <i>(Zip Code)</i>						
E-mail ronald.ward@riotinto.com	Phone (760) 876-4775							

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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).
7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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:  (Primary Director) Date: **2/27/2019**


Signature:  (Alternate Director) Date: **2/28/2019**

Owens Valley Groundwater Authority (OVGA) STATEMENT OF INTEREST - INTERESTED PARTY							
Applicant	Name California State Lands Commission <i>(Agency(ies) or Entity(ies))</i>						
Interested Party Type	Interested Party Type State Agency <i>(See JPA Exhibit B for list of Interested Party Types)</i>						
Interested Party Director	Name Jennifer Lucchesi <i>(First) (Last)</i>						
Int. Party Dir. Contact Info.	<table border="1"> <tr> <td>US Mail 100 Howe Avenue, Ste 100-S <i>(Street or POB)</i></td> <td>Sacramento <i>(City)</i></td> <td>95825 <i>(Zip Code)</i></td> </tr> <tr> <td>E-mail Jennifer.Lucchesi@slc.ca.gov</td> <td colspan="2">Phone 916-574-1800</td> </tr> </table>	US Mail 100 Howe Avenue, Ste 100-S <i>(Street or POB)</i>	Sacramento <i>(City)</i>	95825 <i>(Zip Code)</i>	E-mail Jennifer.Lucchesi@slc.ca.gov	Phone 916-574-1800	
US Mail 100 Howe Avenue, Ste 100-S <i>(Street or POB)</i>	Sacramento <i>(City)</i>	95825 <i>(Zip Code)</i>					
E-mail Jennifer.Lucchesi@slc.ca.gov	Phone 916-574-1800						

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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).
7. Describe the Applicant's Interested Party Director's:
 - i. Relevant educational background;
 - ii. Relevant employment background;
 - iii. Experience serving on any committee(s) or board(s);
 - iv. Personal interest in serving as the Applicant's Interested Party Director;
 - v. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - vi. Any additional information or qualifications related to the Applicant Director's serving on the OVGA Board.

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:  (Primary Director) Date: 2/28/2019

Signature: _____ (Alternate Director) Date: _____

1. Identify any jurisdictional/operational areas of the Applicant within and/or adjacent to the Owens Valley Groundwater Basin.

The State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its admission to the United States in 1850. The State, through the California State Lands Commission (Commission), holds these lands for the benefit of all people of the State for statewide Public Trust purposes, which include but are not limited to waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. On navigable non-tidal waterways, including lakes and rivers, the State holds fee ownership of the bed of the waterway landward to the ordinary low water mark and a Public Trust easement landward to the ordinary high-water mark, except where the boundary has been fixed by agreement or court decision.

More specifically, within the Owens Valley Groundwater Basin, the Commission has jurisdiction as landowner at Mono and Owens Lake.

2. Describe the Applicant's specific interest(s) in the OVGA.

The impact of groundwater use for dust mitigation purposes at Owens Lake.

3. Describe any prior involvement by the Applicant entity(ies) in Owens Valley groundwater issues.

The Commission has issued several leases for groundwater test and monitoring wells. The Commission is also a party to a 1997 Memorandum of Understanding with the City of Los Angeles, Inyo County, California Department of Fish and Wildlife, Sierra Club, and Owens Valley Committee to resolve certain conflicts related to the Lower Owens River Project and other provisions of the City's 1991 Environmental Impact Report concerning groundwater pumping operations and related activities. Upon conclusion of the Environmental Impact Report for the Owens Lake Master Project, the Commission will need to issue a lease for dust control activities on Owens Lake on sovereign land.

4. Explain how the Applicant is a suitable representative of the Interested Party Type that the Applicant desires to represent.

The Commission has been given the responsibility, as trustee, to manage California's waterways on behalf of the public. That trusteeship obligates the Commission to act as a fiduciary in protecting the public's rights and needs related to public trust resources. Any use of sovereign land, either at Mono or Owens Lake, requires the authorization of the Commission. Commission staff works closely with other regulatory bodies.

5. Describe the Applicant's governance structure.

The Commission consists of the Lieutenant Governor, the State Controller, and the

Governor's Director of Finance. The Commission is staffed by an Executive Officer, Jennifer Lucchesi, and consists of the following divisions: Administrative Services, Environmental Planning and Management, External Affairs, Information Services, Land Management, Legal, Marine Environmental Protection, and Mineral Resources Management.

6. Describe the resources that the Applicant has to contribute to the OVGA (in-kind, monetary, and/or relevant data).
While the Commission would be unable to contribute designated funding, it may be able to provide limited funding to specific actions taken that directly involve actions on sovereign land.
7. Describe the Applicant's Interested Party Director's:
 - a. Relevant educational background;
 - *Executive Officer: Bachelor's Degree (CalPoly), Juris Doctor (McGeorge Law School), Member of the State Bar Association (242295)*
 - b. Relevant employment background;
 - *Jennifer has been employed with the California State Lands Commission since November 1999, serving in capacities as a Public Land Management Specialist, Staff Counsel, Chief Counsel, and is currently the Executive Officer of the Commission.*
 - c. Experience serving on any committee(s) or board(s);
 - *Jennifer serves and has served on the following commissions and boards:*
 - *California Coastal Commission;*
 - *San Francisco Bay Conservation and Development Commission;*
 - *Delta Protection Commission;*
 - *San Joaquin River Conservancy;*
 - *Ocean Protection Council*
 - d. Personal interest in serving as the Applicant's Interested Party Director;
 - *Jennifer would delegate this responsibility to staff more familiar with the ongoing issues within Mono and Inyo Counties*
 - e. Any business interests or positions that might conflict with his/her duties as the Applicant's Interested Party Director;
 - *There are no known interests or positions that could conflict with her duties*
 - f. Any additional information or qualifications related to the Applicant's Director's serving on the OVGA Board



CUSTOMERS FIRST

Page 66 (Mar. 14, 2019)

RECEIVED

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February 28, 2019

Inyo County Water Dept.

Board of Commissioners
Mel Levine, President
Cynthia McClain-Hill, Vice President
Jill Banks Barad
Christina E. Noonan
Aura Vasquez
Barbara E. Moschos, Secretary
David H. Wright, General Manager

Aaron Steinwand, Ph.D.
Inyo County Water Director
Owens Valley Groundwater Authority
135 Jackson Street
Independence, California 93526

Dear Dr. Steinwand:

Subject: Response to Invitation for Statement of Interest as an Owens Valley Groundwater Authority Associate or Interested Party

This is in response to your January 17, 2019 letter (enclosed), inviting the Los Angeles Department of Water and Power (LADWP) to express interest in participating as an Owens Valley Groundwater Authority (OVGA) Associate member or Interested Party. While your initiation and reaching out to LADWP is appreciated, as Article V.1.2 of the OVGA's Joint Power Authority requires Associate members to subject their area to the OVGA's jurisdiction, LADWP will not be applying to become an Associate member or Interested Party to the OVGA.

The Sustainable Groundwater Management Act (SGMA) has provided the framework and clearly defined criteria for Basin sustainability. Groundwater in the Basin meets the SGMA sustainability indicators. LADWP has been, and intends to continue, managing the Basin sustainably in accordance with the terms of the Inyo County/Los Angeles Long-Term Water Agreement. We are committed to ensuring future sustainability of the Basin and look forward to working with the OVGA to meet our mutual goals.

If you have any questions or concerns, please feel free to contact me at (213) 367-1001.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anselmo G. Collins', is written over a blue circular stamp.

Anselmo G. Collins
Director of Water Operations

SMJ:jm
Enclosure
c/enc: OVGA Board of Directors
Mr. Gregory Loveland, LADWP

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

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

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

January 17, 2019

Via Email

Anselmo G. Collins, Director of Water Operations
Los Angeles Department of Water and Power
111 North Hope Street
Los Angeles, CA 90012

RE: Statement of Interest as an OVGA Associate or Interested Party

Dear Mr. Collins,

The Owens Valley Groundwater Authority was created to comply with California's Sustainable Groundwater Management Act (SGMA) that requires local agencies develop and implement a plan to sustainably manage groundwater for the Owens Valley Groundwater Basin. The basin includes the Owens, Chalfant, Hammil, and Benton Valleys as well as Fish Slough. Your agency may be eligible to participate as an Associate or Interested Party on the OVGA Board of Directors as set forth in the OVGA's joint powers agreement.

By sending this letter, the OVGA seeks to determine your agency's interest in participating in the OVGA as an Associate which has a voting interest in the OVGA Board. Alternatively, your agency might participate as an Interested Party or through the public engagement process open to all. Accompanying this cover letter are Statement of Interest forms for Associates and Interested Parties with instructions and requests for necessary information for the OVGA to assess interest and desired level of participation of your agency. Completing the form(s) does not constitute an application for Associate or Interested Party status. The OVGA may request formal applications at a later time. The deadline for returning completed forms is **February 28, 2019**.

Specifics regarding the joint powers agreement and bylaws of the OVGA, the roles and responsibilities of Associates and Interested Parties, and additional copies of the Statement of Interest forms are available online at <http://www.inyowater.org/projects/sgma/> or by contacting the Inyo County Water Department (lpiper@inyocounty.us, 760-878-0001).

If you have any questions regarding SGMA, the OVGA, or require additional information regarding this request please contact the Water Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron S", with a horizontal line underneath.

Aaron Steinwand, Ph.D.
Inyo County Water Director
Interim Executive Manager
Owens Valley Groundwater Authority



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. Box 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513
(760) 938-2003 · FAX (760) 938-2942 www.bigpinepaiute.org

GENEVIEVE A. JONES
TRIBAL CHAIRWOMAN

February 28, 2019

Board of Directors
Owens Valley Groundwater Authority
c/o Inyo County Water Department
P. O. Box 337
Independence, CA 93526

Subject: Associate Membership, Owens Valley Groundwater Authority

Dear Honorable Board members:

The Big Pine Paiute Tribe of the Owens Valley ("Tribe") appreciates the invitation to apply to become an Associate member of the Owens Valley Groundwater Authority ("OVGA"). At this time, the Tribe declines the invitation for reasons stated in this letter.

The Tribe has had a long interest in ensuring all waters of the Eastern Sierra, including ground waters, are sustainably managed, but the Tribe has struggled to have its voice heard. When the Tribe learned in 2014 that the state legislature was contemplating the law which later became known as the Sustainable Groundwater Management Act (SGMA), Tribal officials participated in efforts to try to make it a truly protective law. Overall, SGMA as passed was a positive step for sustaining California's stressed aquifers because it calls upon local people to come together and develop plans tailored to their basins which prevent groundwater mismanagement. Sadly, immediately before the legislation passed, the Tribe learned that the County of Inyo and City of Los Angeles Department of Water and Power (LADWP) agreed between themselves, and out of sight of public view, to support SGMA if the majority of the Owens Valley Groundwater Basin was "treated as adjudicated" and exempted from the law. Despite the Tribe's objections, the exemption for LADWP-owned lands in Owens Valley was written into SGMA, and as a result SGMA was rendered largely worthless with regard to implementing it to protect and sustain ground water in Owens Valley. (A copy of the letter the Tribe sent to the State of California objecting to the LADWP exemption is attached for reference.)

Following the passage of SGMA, the Tribe actively participated in many meetings in which its application to Owens Valley was presented and discussed. The Tribe formally requested government to government consultation with Inyo County in March of 2016 to discuss the Tribe's role in SGMA and the development of sustainable groundwater management in Owens Valley, but County Supervisors responded that they were not willing to meet with Tribal leaders on this matter and instead desired an informal process for Tribal

engagement. On October 11, 2016, the County's consultant Lisa Beutler, in a presentation to the Inyo County Board of Supervisors, said that Inyo County should engage with tribes on SGMA matters because water knowledge and expertise within Owens Valley tribal communities was noteworthy and could be very helpful as the county attempts to navigate SGMA. The Tribe continued to request formal Tribal consultation with requests in 2017, but no formal consultation meetings on SGMA between the Tribe and County took place.

In mid-2017, the Tribe was dismayed to see the draft "Joint Exercise of Powers Agreement" ("JPA") when it was released to the public (or at least to the Tribe) in a near-final form. Inyo County provided no substantive public review period on the JPA and provided a short turnaround time for signatures from each entity within the boundaries of the Owens Valley Groundwater Basin which was eligible to become a SGMA Groundwater Sustainability Agency ("GSA"). The Tribe strongly objected to the JPA and transmitted a letter dated July 31, 2017, listing its objections (copy of letter attached).

The Tribe views the JPA and the actions of the OVGA as inconsistent with the intent of California Water Code. The JPA says in Section 1.3.1 "Tribal Participation. Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin." This statement in the JPA only partially reflects this section of California Water Code Sec. 10720.3(c), which states in full,

"The federal government or any federally recognized Indian tribe, appreciating the shared interest in assuring the sustainability of groundwater resources, may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan or groundwater management plan under this part through a joint powers authority or other agreement with local agencies in the basin. A participating tribe shall be eligible to participate fully in planning, financing, and management under this part, including eligibility for grants and technical assistance, if any exercise of regulatory authority, enforcement, or imposition and collection of fees is pursuant to the tribes [*sic*] independent authority and not pursuant to authority granted to a groundwater sustainability agency under this part."

In the Tribe's view, the law allows the Tribe the opportunity to work with local entities in the preparation and wording of the governing document defining terms of engagement, such as a JPA or MOU. However, the JPA which exists was written without Tribal input or agreement.

The Tribe is concerned that the OVGA has moved forward with several commitments which may determine the way SGMA is implemented in the Owens Valley prior to acquiring full representation of stakeholders on the OVGA Board of Directors. The JPA which created the OVGA is a complicated document, but a statement near the beginning of the JPA indicates the intent to have additional members (Associates and Interested) seated in time to make important decisions about spending money and hiring the entity to prepare the Groundwater Sustainability Plan ("GSP"). The JPA says, "WHEREAS, subsequent to forming the GSA via this Agreement, the Members intend to engage with other agencies and entities that are not eligible to form a GSA, ("Associates" or "Interested Parties") to allow them to participate in the GSA as contemplated by SGMA and by this Agreement." However, without adding additional

voices from groups and persons with extensive knowledge of Owens Valley water issues, the OVGA has moved forward with many actions, including hiring the consultant who is tasked with preparing the GSP.

The conditions in the JPA which would allow Tribal membership on the OVGA are not acceptable to the Tribe. Some reasons are listed below:

- The Tribe would be allotted only 2 votes, while other entities on the Owens Valley Groundwater Authority may be eligible for several more votes. The JPA creates a buy-your-vote system. Within the OVGA, wealthier stakeholders in the non-Indigenous communities of the Eastern Sierra are entitled to buy votes and thus exert more power over OVGA decisions.
- By becoming an Associate member under the current terms of the JPA, the Tribe would be forced to commit to implementing terms of a final GSP on the Reservation and Tribe's lands. The Tribe would be bound to this commitment even if the Tribe opposed the GSP by voting "no."
- Rules that would apply to the Tribe as an Associate member are not applied evenly to other potential Associate members. This is particularly concerning due to the privileges granted LADWP in the JPA if they should become an Associate member. Please note:
 - Should LADWP choose to join as an Associate member – the same membership category as being offered to the Tribe – LADWP would be allotted 4 votes compared to only 2 votes for the Tribe.
 - If a tribe participating as an Associate objects to the final GSP, the Tribe would still be bound by the GSP requirements. However, LADWP would not be obligated to implement any of the GSP.

The OVGA could change its course: Nothing in the series of events leading to the present situation rules out the OVGA working with the Tribe, now or in the future, to allow Tribal participation on terms agreeable to the Tribe. Even though the Tribe is not pursuing Associate membership under the terms presented, the Tribe intends to keep a close eye on the OVGA and preparation of the GSP, because the Tribe is gravely concerned about water management in Owens Valley. The Tribe may desire to become an OVGA Board member in the future, but the Tribe is unlikely to commit its resources unless some basic considerations are addressed to accommodate Tribal interests. Meaningful Tribal participation would include the following:

- The Tribe participating in preparing the document of agreement (e.g. JPA, MOU, etc.) describing the terms of the relationship with attention paid to respecting Tribal sovereignty.
- Tribal input on the work plan for producing the GSP.
- Meetings professionally facilitated by a non-stakeholder.
- Agreement by a form of consensus (and not weighted voting).
- A clear plan and commitments from the County of Inyo and City of Los Angeles showing steps they will take to meet and achieve the goals of the Inyo/LA Water Agreement. This is very important because a truly sustainable plan for water management will only be achieved for the Owens Valley Groundwater Basin if the entire basin is managed sustainably.

Finally, the Tribe notes that, by declining to accept the invitation to join as an Associate at this time, the OVGA and some of its individual Member groups, must comply with SGMA, California Assembly Bill 52, and other laws requiring transparency, public participation, and meaningful consultation before state or local agencies proceed with a plan.

The Tribe regrets the need to decline the invitation to join the OVGA at this time. The Tribe remains hopeful that sustainable management of our vital water resources may be achieved in the Owens Valley within a generation or two.

Respectfully submitted,

A handwritten signature in black ink that reads "Genevieve A. Jones". The signature is written in a cursive, flowing style.

Genevieve A. Jones,
Tribal Chairwoman

Attachments: Tribal letter to Governor Brown, et al., August 26, 2014
Tribal comments to Inyo County Supervisors, July 31, 2017

C (by email): Anecita Agustinez, Tribal Policy Analyst, California Department of Water Resources
Anita Regmi, DWR Point of Contact, Southern Region Office
Gita Kapahi, Tribal Liaison, California State Water Board



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. Box 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513
(760) 938-2003 · FAX (760) 938-2942

www.bigpinepaiute.org

August 26, 2014

The Honorable Jerry Brown
Governor of California

The Honorable Fran Pavley
Chair, Senate Committee on Natural Resources and Water

The Honorable Roger Dickinson
California State Assembly

Subject: SB 1168 AND AB 1739: OBJECTION TO EXEMPTION FOR OWENS VALLEY

Dear Governor Brown, Senator Pavley, and Assembly member Dickinson,

The Big Pine Paiute Tribe respectfully requests that you not exempt California's Owens Valley from the state's proposed groundwater-regulating legislation.

The Big Pine Paiute Tribe of the Owens Valley (Tribe) is federally recognized and has occupied land in Inyo County since time immemorial. Currently, the majority of our nearly 600 Tribal members reside on the Big Pine Indian Reservation, which is a small parcel of sovereign land provided to the Owens Valley Paiute people 75 years ago as the result of an agreement between the Los Angeles Department of Water and Power (LADWP) and U. S. Department of Interior. Lands surrounding the Reservation are owned by LADWP, and the aquifer beneath the Reservation and water throughout the valley is pumped and diverted for export to customers in the City of Los Angeles, about 230 miles to the south. Although the County of Inyo and LADWP entered into a groundwater management agreement in 1991 with the goal of protecting land and water resources in Owens Valley, their water agreement has failed to protect aquifers, wetlands, vegetation, habitat, and ranching lands. Furthermore, local stakeholders, such as tribal governments in the area were left out of the 1991 water agreement's decision-making and dispute resolution processes, thus the Tribe has no standing with regard to ensuring our water is protected.

When the Tribe learned earlier this year, that several entities at the state level were working on comprehensive groundwater regulation for all of California, we were pleased and hopeful that such long overdue regulation might provide a meaningful role for tribes and others with regard to managing local aquifers. However, it came to our attention that, in the final days before the deadline for changes and amendments to pending bills, staff from LADWP and County of Inyo (the two parties to the Owens Valley's water agreement) successfully managed to introduce language

into the bills that would exempt nearly all of Owens Valley. This amendment was done without transparency or public participation; certainly there was no effort at outreach to potentially affected stakeholders such as the Tribe.

The Tribe believes all citizens of Owens Valley are entitled to the benefits that may be provided by regulation of groundwater that is being proposed for the rest of California. The benefits include:

- Bringing local expertise and entities dependent on each priority groundwater basin to the table to formulate plans for long term management of the local aquifer;
- Considering regional environmental concerns along with water needs for people and agriculture; and,
- Providing authority to State agencies to act to ensure that local groundwater plans incorporate sustainability and that local agencies carry out the plans.

Too much surface and groundwater has been extracted and exported from Owens Valley for far too long. It is the Tribe's perspective that legislation such as the proposed bills is meant to counteract and potentially prohibit the type of exploitation Owens Valley and its citizens have endured for over a century. If the legislation is truly an effort to thoughtfully manage water resources by and for all Californians, it makes no sense to exempt Owens Valley from its worthy protections.

The Tribe respectfully requests consideration of this concern by the legislature and governor. To further discuss this matter, please contact Dr. Sally Manning, Big Pine Paiute Tribal Environmental Director, at the address listed above.

Thank you for your leadership on this important issue.

Sincerely,



Genevieve Jones,
Tribal Chairwoman

c: The Honorable Jean Fuller, State Senator, 18th District
 The Honorable Connie Conway, State Assemblywoman, 26th District
 Cynthia Gomez, State Tribal Liaison
 Sarah Ryan, Environmental Director Big Valley Rancheria and California Issues Committee
 Chair



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

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GENEVIEVE JONES
TRIBAL CHAIRWOMAN

July 31, 2017

Inyo County Board of Supervisors
P. O. Drawer N
224 N. Edwards Street
Independence, CA 93526
[Sent via email](#)

Subject: Tribal Request To Supervisors: Please Defer Action on August 1 "Joint Exercise of Powers Agreement Creating the Owens Valley Groundwater Authority" (JPA)

Dear Supervisors:

The Tribe respectfully requests your Board of Supervisors not vote in support of August 1, 2017, agenda item #31 to sign the "Joint Exercise of Powers Agreement Creating the Owens Valley Groundwater Authority" (JPA). The Tribe submits this request for the following reasons:

- The Tribe only learned very late last week that this item was going to be considered by your Board. Tribal leaders and key staff have a prior commitment and are unable to participate in the August 1 meeting.
- The Tribe has a long-standing request to engage in consultation with regard to the California Sustainable Groundwater Management Act (SGMA) between Inyo County decision-makers and Tribal leaders. The Tribe has sent at least two written requests and has made the request verbally. Inyo County has not acknowledged or responded to the Tribe's most recent request.
- Tribal staff had been participating with Inyo County's facilitator provided through the California Department of Water Resources. The Tribe was led to understand that the facilitator would create a forum for all interested parties and water stakeholders to be informed about and to participate in the dialog regarding formation of a Groundwater Sustainability Agency (GSA) and how this may result in a viable Groundwater Sustainability Plan (GSP). Meetings with the facilitator were sporadic during past months, and it was difficult, even with the facilitator, to obtain timely information from Inyo County. The Tribe learned recently that the facilitator's contract expired June 30, 2017, and there is no word that it will be renewed.
- As a result of the above, the process leading up to the proposed JPA has not been transparent. The proposed JPA was not shared directly with the Tribe and the Tribe was not granted an opportunity for meaningful input.

- The same appears to be the case for other stakeholders in the region. Were other tribes included in discussions? Were environmental or agricultural interests included? Were the mutual water companies or other private pumpers included? Was Los Angeles Department of Water and Power (LADWP) involved in discussions?
- The proposed JPA will create a set of rules for Inyo County to follow and which other agencies and stakeholders will be strongly advised to follow. Although perhaps not set in stone, it may prove very difficult and time-consuming to change the proposed JPA once Inyo County has signed it. This does not create a level playing field for the other stakeholders.
- A cursory review of the proposed JPA indicates it is a complicated document. It appears to be a complicated game, involving 13 local agencies each able to claim 4 "votes." Why 4? This sounds like a complicated card game! In the proposed JPA, Inyo County is willing to allow LADWP 4 votes. However, the most votes a tribe may acquire is 2. How is this fair?
- The proposed JPA has flaws and potential traps. For example, section 1.3.3 contains this statement, "The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement." This leaves it to the discretion of LADWP to claim a provision of the future GSP somehow conflicts with the Water Agreement. If LADWP does this, and it will, the county and LADWP will find themselves at yet another impasse. Meanwhile, the other members of the JPA (if any) would be required by the rules to abide by the GSP, even if they voted "No" on it, but Inyo County will be prevented from acting due to an impasse with LADWP.
- Can a Supervisor solve this equation from the proposed JPA for number of votes if a group provides extra

money?:

$$V = 2 + 2MC/B$$

- V is the number of votes a Member has;

- M is the number of Members;

- C is the Members monetary contribution toward the total budget; and

- B is the total budget.

The Tribe suggests everyone needs more time to comprehend the rules presented in the proposed JPA.

Please defer action on the proposed JPA. Please schedule a meeting with the Tribe to discuss SGMA. The Tribe also supports your Board's reapplying for a state facilitator to help everyone through the SGMA process. Thank you for considering this request.

Sincerely,



Genevieve Jones, Tribal Chairwoman

EXHIBIT B
POTENTIALLY ELIGIBLE INTERESTED PARTIES

- 1** Agricultural Businesses
- 2** Disadvantaged Communities Not Already Represented
- 3** Domestic Well Owner Groups
- 4** Environmental Organizations
- 5** Environmental Users
- 6** Federal Agencies
- 7** Mutual Water Companies
- 8** Non-Agricultural Businesses with private wells
- 9** Public Water Systems
- 10** State Agencies
- 11** Tribes
- 12** Others as set forth in SGMA section 10727.8

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

STAFF REPORT

Date: **Oct. 25, 2018**

Subject: **Discussion of Associate Members and Interested Parties**

BACKGROUND

Past Board discussions have focused on implementation details for Associate Members and Interested Parties, such as the application form and procedures to appoint members; however, a basic evaluation of what the Joint Powers Authority (JPA) provides for and the implications to the Board structure have not been raised. Therefore, this discussion takes a couple steps back to focus on the initial decision point of Board structure and function should additional members be added, and the options to do so. Implementation details will follow at a future meeting depending on direction from today's discussion.

The Owens Valley Groundwater Authority (OVGA) is committed to ensuring local resident and stakeholder voices are heard and have an opportunity to influence planning and decision outcomes, while also maintaining an effective and efficient decision-making structure. To that end, the JPA provides for the addition of Associate Members and Interested Parties to the Board to promote stakeholder engagement. A maximum number of Board seats for Associate Members are provided as follows:

- Federally-recognized Tribes (one seat each, two votes each)
- Federal agencies (one seat, two votes total)
- LADWP (one seat, four votes total)
- Mutual water companies (3 seats, two votes each).

A maximum of four seats with one vote each are then provided for Interested Parties. The JPA requires the original Members to hold at least 70% of the vote share, and therefore the Associate Member and Interested Party vote share cannot exceed 30% of the total.

The JPA also requires Associates to implement the Groundwater Sustainability Plan and pay for it within their jurisdiction (metering, reporting data, funding the groundwater sustainability plan, meeting goals, etc.), and the activities of additional members will be subject to the Brown Act and conflict of interest laws to the extent applicable.

In addition, the Sustainable Groundwater Management Act (SGMA) requires groundwater sustainability agencies (GSA), such as the Owens Valley Groundwater Authority (OVGA), to provide for public engagement in the groundwater sustainability plan (GSP) process. The legislation requires the OVGA to prepare “a written statement describing the manner in which interested parties may participate in the development and implementation of [a] groundwater sustainability plan[s],” and that “encourage[s] the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin...” (Wat. Code, § 10727.8(a).) The GSA may appoint and consult with “an advisory committee consisting of

interested parties for the purposes of developing and implementing a groundwater sustainability plan.” (*Ibid.*) Importantly, this “written statement” must be prepared and submitted to the public and the Department of Water Resources (DWR) *prior to* GSAs “initiating the development of a groundwater sustainability plan[.]” (*Ibid.* (emphasis added).) See Attachment 1 for more information.

To analyze and understand the Board structure that could be created if Associate Members and Interested Parties are added, a range of options were identified and evaluated along with practices suggested by SGMA legislation to ensure opportunities for public engagement.

STAKEHOLDER INCLUSION OPTIONS

The options below are numbered to assist with discussion and do not reflect order of preference. If desired, the Board could further vet these options through technical assistance from the Groundwater Sustainability Plan consultant once development of the sustainability plan is underway. The intent of this additional step would be to better understand the needs of concerned parties to ensure the public has confidence they will be heard, and benefit from the consultant’s experience with other Groundwater Sustainability Agencies and boards.

1. Upper Bound - A

“Upper Bound – A” identifies the implementation of the maximum number of additional seats that could be added to the Board and includes establishing one or more advisory committees.

Member Type	# of Seats
Associates:	
Tribes ¹	4
Federal Agencies	1
LADWP	1
Mutual Water Co’s	3
Interested Parties	4
Total	13

Therefore, a total of 13 new seats could be added to the existing 11-member Board for a total of 24 Board Members, and if necessary the vote share would be adjusted as described in the JPA so as to allocate not less than 70% of the total voting share to the JPA signatories.

Summary: 24-member Board with advisory committees.

2. Upper Bound – B

“Upper Bound – B” is the same as version A, except it does not include advisory committees.

Summary: 24-member Board.

¹ Assumption is four federally-recognized tribes within the Basin: Lone Pine, Independence, Big Pine, and Bishop. The Benton Paiute Tribe appears to be outside the Basin boundary.

3. Mid-Range

The “Mid-Range” option reduces some of the available seats to less than the maximum number stipulated in the JPA. All manner of combinations could be considered that ranges from one or more new seats to the maximum. For example, if seats for all Tribes were available and all other seats were reduced to one, the following combination would result:

Member Type	# of Seats
Associates:	
Tribes ²	4
Federal Agencies	1
LADWP	1
Mutual Water Co's	1
Interested Parties	1
Total	8

Therefore, a total of 8 new seats would be added to the existing 11-member Board for a total of 19 Board Members.

As with the Upper Bound, advisory committees can be included, or not, in addition to the new Board seats.

Summary: Various combinations create a range of 17-23 Board members with commensurate votes, and with or without advisory committees.

4. Single-Seat Alternative

The “Single-Seat Alternative” reduces all available seats to one for each member type, resulting in a total of 5 new seats and a total Board of 16 members. A variation of this alternative is to reduce some of the seats to zero, and only provide one of certain seats. Technically, the JPA states maximum numbers and so therefore all seats could be reduced to zero.

As before, advisory committees can be included, or not, in addition to any new Board seats.

Summary: One seat for each member type results in a 16-member Board with adjusted votes, and with or without advisory committees. Variations reducing one or more member types to zero seats results in a range of 12-15 Board members.

5. Advisory Committee Alternative

As noted earlier, SGMA legislation specifically envisions advisory committees as a means to engage the public in groundwater sustainability planning and leverage local knowledge on specific issues, whether technical, geographical, political, or of another nature. Advisory committee members have the latitude and freedom to delve deep into issues, data, and public opinion in order to fully develop information, analyses, and options and recommendations to

² Assumption is four federally-recognized tribes within the Basin: Lone Pine, Independence, Big Pine, and Bishop. The Benton Paiute Tribe appears to be outside the Basin boundary.

bring to decision makers on the Board. Such a structure would allow for incorporation of local expertise and public engagement without compromising the Board's efficiency.

Summary: Current 11-member Board with advisory committees

6. SGMA Stakeholder Engagement Alternative

The existing Board structure of 11 members and compliance with the public engagement requirements of SGMA legislation, in addition to the public engagement plan developed through the upcoming Groundwater Sustainability Plan, could be deemed sufficient. If so, no further action is necessary and the agency could proceed in the current configuration.

Summary: Current 11-member Board with stakeholder and public engagement.

ANALYSIS

The value of increased public and stakeholder engagement and open decision making is clear, and it seems equally clear that a Board of 16-24 members will be challenging to run in an efficient and effective manner. Establishing a Board of 12-15 members would require excluding certain member types and the justification for doing so.

“Option 5: Advisory Committee Alternative” appears to balance the interests by providing both an opportunity for stakeholders to delve into the details of specific issues, apply local expertise and knowledge to the analysis of those issues, and formulate recommendations for the Board to consider, and the Board remains an 11-member body. An Advisory Committee's recommendation is typically very powerful and influential in a Board's decision-making process. For example, community advisory committees are regularly utilized in Mono County to discuss, problem-solve and frame issues in a way that capture and reflect the sentiments, needs, and specific knowledge of the local community.

The most important topic for public engagement in the immediate future appears to be establishing sustainability criteria, and an advisory committee that studies the issue, engages on a technical and detailed level, and develops concrete recommendations to the Board would be an effective and efficient method of incorporating public input and expertise into the process.



California Department of Water Resources
Sustainable Groundwater Management Program

January 2018

Guidance Document for
Groundwater Sustainability Plan

Stakeholder Communication and Engagement



Guidance Document for Groundwater Sustainability Plan Stakeholder Communication and Engagement

January 2018

The objective of this guidance document is to provide Groundwater Sustainability Agencies (GSAs) information to aid with stakeholder communication and engagement for Groundwater Sustainability Plan (GSP) preparation. It provides examples and existing resources related to public engagement and effective communication for Sustainable Groundwater Management Act (SGMA) implementation.

Limitation and use of this guidance information

This guidance document is not intended to prescribe specific outreach and communications methods for GSAs or local agencies to follow, but to provide resources and various examples for consideration. This guidance document also summarizes the public notification requirements that GSAs must adhere to in order to comply with SGMA and the GSP regulations. Other than what is required by statute or regulation, GSAs have discretion on how they communicate and engage with the beneficial uses and users of groundwater within a basin.



California Department of Water Resources
Sustainable Groundwater Management Program
1416 Ninth Street
P.O. Box 942836
Sacramento, CA 94236-0001
www.water.ca.gov/groundwater



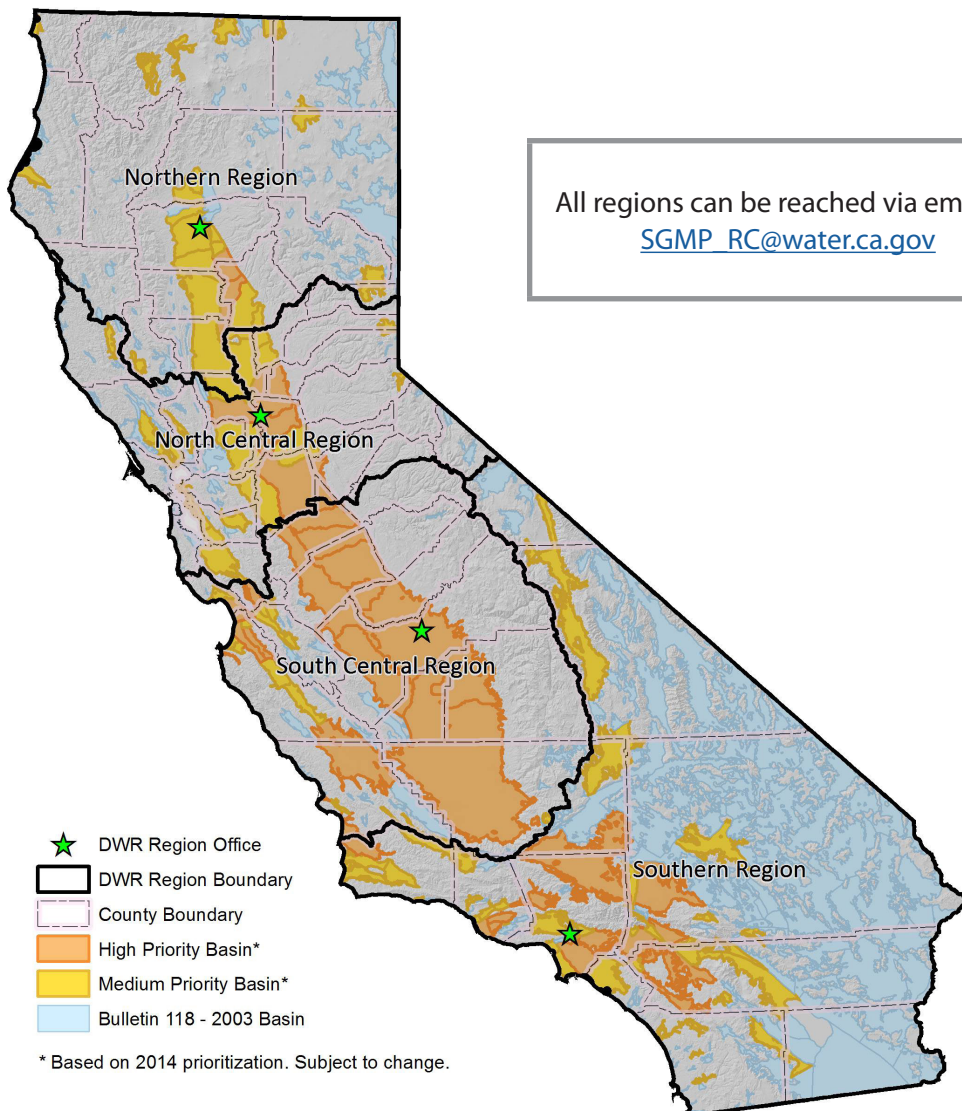
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DWR Region Offices

The California Department of Water Resources (DWR) provides a variety of SGMA-related resources to assist water management groups and the public. Four DWR Region Offices are strategically located across the state.

All high and medium priority basins are assigned a Point of Contact from DWR Region Offices. POCs assist GSAs and stakeholders in the basin to connect with the Sustainable Groundwater Management Program and locate resources for assistance. POC contacts can be found on DWR website <https://www.water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement>.



Section 1

Overview

The legislative intent of the historic 2014 Sustainable Groundwater Management Act (SGMA) is for groundwater to be managed sustainably in California's groundwater basins by local public agencies and newly-formed Groundwater Sustainability Agencies (GSAs).

In the basins designated by the Department of Water Resources (DWR) as medium and high priority, local public agencies and GSAs are required to develop and implement groundwater sustainability plans (GSPs) or alternatives to GSPs (Alternatives).

Under the requirements of SGMA, GSAs must consider interests of all beneficial uses and users of groundwater. As a result, the GSP development needs to consider effects to other stakeholder groups in or around the groundwater basin with overlapping interests. These interests include, but are not limited to, holders of overlying groundwater rights (including agriculture users and domestic well owners), public water systems, local land use planning agencies, environmental users, surface water users, federal government, California Native American tribes, and disadvantaged communities (Water Code 10723.2).

Furthermore, the GSP Regulations require that GSAs document in a communication section of the GSP the opportunities for public engagement and active involvement of diverse social, cultural, and economic elements of the population within the basin. Expertise of stakeholders may increase the chance that the GSAs are using best available information and best available science for GSP development.

As GSAs begin to meet to develop a GSP, common questions, such as the ones below, are considered regarding stakeholder communication and engagement.

How can a GSA effectively communicate and engage with multiple and varied stakeholders?

This document helps GSAs determine who the interested parties are (individuals, organizations, local agencies) that they need to engage with and provides guidance to better understand their issues and interests of beneficial uses and users of groundwater.

What are methods and tools for communications and engagement?

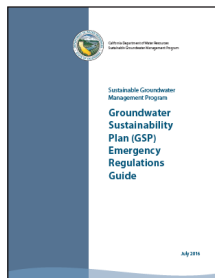
This document provides links to methods and tools that can be modified and used to reach and communicate with stakeholders. Not all of the tools will be applicable to all GSAs, but they are presented as examples of effective ways to engage.

How can a GSA conduct meaningful engagement to develop a GSP?

This document gives GSAs a step-by-step example of how to communicate and engage with stakeholder groups. In addition to following the procedure requirements for public notice, meaningful engagement is to integrate stakeholders throughout the development of a GSP and allow active participation in the decision-making process. The benefits of meaningful engagement are improved outcomes, optimized resources, broad support, and reduced conflict.

Published Resources

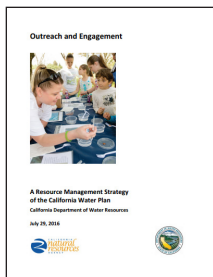
There are several published documents that either directly or indirectly address best practices or statutory requirements for stakeholder engagement. In addition to the information in this guidance document, these documents may be useful for GSAs while developing a Communication and Engagement (C&E) Plan or other outreach programs.



Groundwater Sustainability Plan (GSP) Emergency Regulations Guide, California Department of Water Resources

This guide (published July 2016) includes information to aid with the understanding of

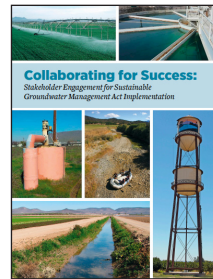
the GSP Regulations. It explains the fundamental concepts of the regulations and contains information directly relevant to the regulations through four general phases of development and implementation. <https://goo.gl/QYwqT9>



Outreach and Engagement: A Resource Management Strategy for the California Water Plan, California Department of Water Resources

The California Water Plan provides a broad set of

resource management strategies (RMSs) that can help local agencies and government (and GSAs) manage their water and related resources. While not specific to SGMA, the Outreach and Engagement RMS directly addresses water management in California and discusses tools and practices by water agencies to facilitate contributions by public individuals and groups toward good water management outcomes. <https://goo.gl/YfQQcu>

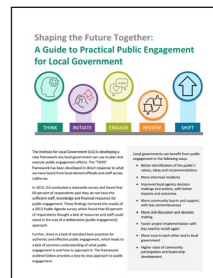


Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation, Community Water Center

Prepared by the Community Water Center in July 2015,

the intent of this report is to convey the value of stakeholder engagement to sustainable groundwater management. The report outlines the statutory requirements for stakeholder engagement in SGMA, gives examples of best practices and examples of collaborative management from around the state, and provides a recommended roadmap for effective stakeholder engagement drawn specifically for SGMA implementation.

http://www.cleanwateraction.org/files/publications/ca/SGMA_Stakeholder_Engagement_White_Paper.pdf



Inclusive Public Engagement, Institute for Local Government (ILG)

This report offers tip sheets and resources to effectively and successfully plan and implement successful engagement strategies. Whether it's supporting and connecting with local leadership

programs as a pipeline to engage specific populations, or partnering with local community-based organizations to reach beyond the small slice of the public that most frequently attends meetings, ILG's inclusive public engagement resources will offer perspective to any planning process.

<http://www.ca-ilg.org/inclusive-public-engagement>



Engagement with Tribal Governments Guidance Document (Draft), California Department of Water Resources

This document is meant to help local agencies engage with a Tribal government in the planning, financing, and management of a

GSA, or with development or implementation of a GSP.

Section 2

About Public Engagement

What is Public Engagement?

As defined by the Center for Advances in Public Engagement:

Public engagement is a process that brings people together to address issues of common importance, to solve shared problems, and to bring about positive social change.

Effective public engagement invites citizens to get involved in deliberation, dialogue, and action on public issues that they care about. It helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders.

When done well, public engagement goes far beyond the usual participants to include those members of the community whose voices have traditionally been left out of political and policy debates.

Public Engagement Benefits

- **Helps** people weigh a variety of perspectives and listen to each other's views.
- **Builds** common understanding, manages differences, and establishes direction for moving ahead on tough issues.
- **Builds** trust and improves communication between the public and leaders.
- **Creates** new opportunities for citizens to become involved in public problem solving and decision making.

Build Public Engagement for Regional Sustainability

Many areas have public engagement efforts already in place for other water management efforts such as Integrated Regional Water Management Plans and Groundwater Management Plans. Use these existing stakeholder connections as you begin your SGMA-related communication and engagement efforts. Collectively, all water management plans work with a shared interest toward the ultimate goal of regional sustainability.

Levels of Engagement

It is important that stakeholders understand the role they are invited to play in a public engagement program. This will help provide clarity to the process and help avoid misunderstandings. Stakeholder roles may naturally evolve over the period that they are engaged in a public process, and as transition occurs, it is wise to redefine these roles. When an advisory committee or partnership between public agencies is established, it is helpful to develop a charter or other memo of understanding that describes the roles and responsibilities of all involved.

Figure 1 is a summary of the levels of public engagement that comes from the International Association of Public Participation.


INCREASING LEVEL OF PUBLIC IMPACT 					
Public participation goal	Inform	Consult	Involve	Collaborate	Empower
	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities, and/or solutions.	To obtain public feedback on analysis, alternatives, and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
	Promise to the public	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
Example techniques	<ul style="list-style-type: none"> • Fact sheets • Web sites • Open houses 	<ul style="list-style-type: none"> • Public comment • Focus groups • Surveys • Public meetings 	<ul style="list-style-type: none"> • Workshops • Deliberate polling 	<ul style="list-style-type: none"> • Citizen advisory committees • Consensus-building • Participatory decision-making 	<ul style="list-style-type: none"> • Citizen juries • Ballots • Delegated decision

Figure 1. International Association of Public Participation (IAP2) Spectrum of Public Participation

Section 3

Planning Communication & Engagement

Stakeholder engagement can allow agencies to leverage networks and resources to their advantage and can provide a means whereby agencies can capitalize on local knowledge, including the expertise, resources, and capacity of individual stakeholders.

— *Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation, Community Water Center*

There are four phases of SGMA implementation as illustrated in the diagram on pages 12 and 13. The statutory requirements for engagement are summarized for each phase. The other relevant sections of the Water Code and GSP Regulations are also provided for reference.

Phase 1 (GSA formation and coordination) was completed June 30, 2017 per SGMA. GSA formation and coordination has helped start relationship building and shared understanding with stakeholders. As GSAs move forward with Phase 2 (GSP preparation and submission), successful communication and engagement (C&E) with stakeholders will require up-front resource commitments and planning.

GSP Regulations (Section 354.10) require a communication section to include the following:

1. An explanation of the Agency's (GSAs) decision-making process.
2. Identification of opportunities for public engagement and a discussion of how public input and response will be used.
3. A description of how the Agency (GSA) encourages the active involvement of diverse social, cultural, and economic elements of the population within the basin.
4. The method the Agency (GSA) shall follow to inform the public about progress implementing the Plan, including the status of projects and actions.

DWR will assess, as part of GSP Regulations Section 355.4, whether the interests of the beneficial uses and users of groundwater in the basin, as well as the land uses and property interests potentially affected by the use of groundwater in the basin, have been considered. DWR will take into account comments made in accordance with GSP Regulations Section 353.8 when determining whether interests within the basin have been considered in the development and operation of the GSA and the development and implementation of the GSP.

The following guidance for planning communication and engagement is adaptable for basin-wide application. In instances where there are multiple GSAs covering a basin, GSAs should coordinate with each other to ensure that all stakeholders are identified for outreach and are informed through the process of other SGMA implementation efforts within the basin that may affect them. This means a GSA may need to outreach to stakeholders outside of their boundaries to ensure all beneficial uses and users are included in the GSP development process.

Communication & Engagement Steps

Communication and Engagement (C&E) consists of seven general steps. These steps are illustrated in Figure 2 and explained in further detail below.

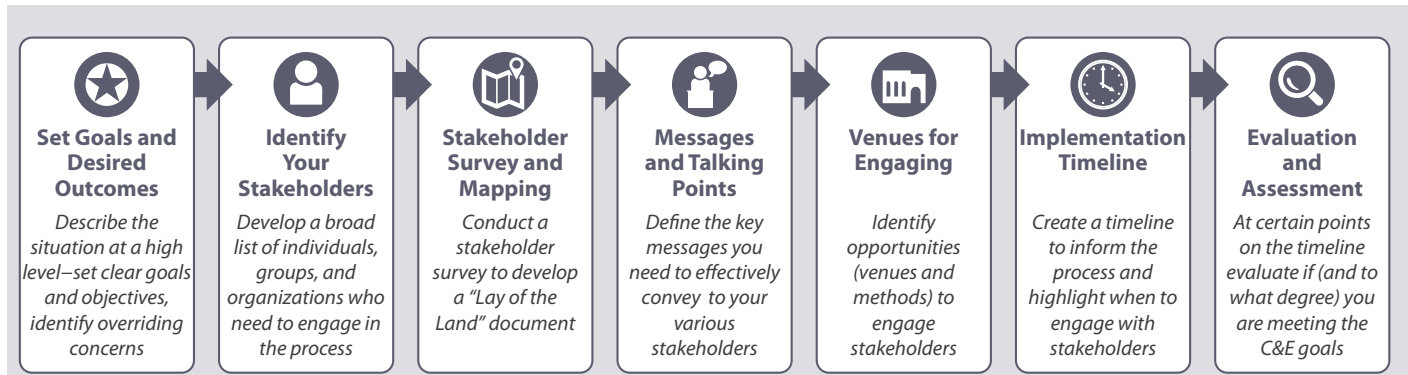


Figure 2. Communication and Engagement Steps



Set Goals and Desired Outcomes

Start by providing a description and background of your GSA and explain the intent of C&E is to support the development of your GSP. Then define in simple terms the challenge, regulatory requirement, or opportunity, and the desired outcome.

Answer these questions:

- What are we trying to accomplish?
- How will we know if we are successful?
- What are the challenges or barriers?
- What are the opportunities?
- What is the timeframe?
- When will public input be relevant?
- How will public input be used?



Identify Your Stakeholders

Identify the many interested individuals and groups you expect to engage with or inform at any stage of the GSP process.

Answer these questions when making your list:

- Who has a financial, political, business, or personal stake in this issue? (*i.e. organizational mission, regulatory role, land ownership, etc.*)
- What organization, agency, or individual must be involved in the GSP process for it to proceed? (*Due to organizational mission, regulatory role, landownership, etc.*)
- What organizations, agencies, or individuals are likely to have an interest in this effort, or be impacted by the development of your GSP? (*Due to organizational mission, or established interest in subject matter.*)

Use the following chart to stimulate brainstorming about who should be invited to engage in your GSP development. The category of interest intends to reflect “diverse social, cultural and economic elements of the population”. The list is not exclusive. GSAs are encouraged to add other interested persons or groups as needs are identified.

Stakeholder Engagement Chart for GSP Development

Category of Interest	Examples of Stakeholder Groups
General Public	<ul style="list-style-type: none"> • Citizens groups • Community leader
Land Use	<ul style="list-style-type: none"> • Municipalities (City leaders, County planning departments) • Regional land use agencies
Private users	<ul style="list-style-type: none"> • Private pumpers • Domestic users • Schools and colleges • Hospitals
Urban/ Agriculture users	<ul style="list-style-type: none"> • Water agencies • Irrigation districts • Municipal water companies • Resource conservation districts • Farmers/Farm Bureaus
Industrial users	<ul style="list-style-type: none"> • Commercial and industrial self-suppliers; groups • Local trade association or group
Environmental and Ecosystem	<ul style="list-style-type: none"> • Federal and State agencies (Fish and Wildlife) • Wetland managers • Environmental groups
Economic Development	<ul style="list-style-type: none"> • Chambers of commerce • Business groups/associations • Elected officials (Board of Supervisors, City Council members) • State Assembly members • State Senators
Human right to water	<ul style="list-style-type: none"> • Disadvantaged Communities • Small community systems • Environmental Justice Groups
Tribes	<ul style="list-style-type: none"> • Tribal Government
Federal and State lands	<ul style="list-style-type: none"> • Military bases/Department of Defense • Forest Service • National Park Services • Bureau of Land Management • California Department of Fish and Wildlife
Integrated Water Management	<ul style="list-style-type: none"> • Regional water management groups (IRWM regions) • Flood agencies • Recycled water coalition

SGMA (Section 10723.2) calls for consideration of all interests of **all beneficial uses and users** of groundwater:

The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include, but are not limited to, all of the following:

(a) Holders of overlying groundwater rights, including:

(1) Agricultural users.

(2) Domestic well owners.

(b) Municipal well operators.

(c) Public water systems.

(d) Local land use planning agencies.

(e) Environmental users of groundwater.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies.

(g) The federal government, including, but not limited to, the military and managers of federal lands.

(h) California Native American tribes.

(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.

(j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.

Resources to help identify and contact stakeholders are provided in the [Stakeholder Communication and Engagement Digital Toolkit](#) and Appendix B of Community Water Center's [Collaborating for Success: Stakeholder Engagement for Sustainable Groundwater Management Act Implementation](#) includes suggested resources.



Stakeholder Survey and Mapping

Contact each stakeholder organization to learn more about them, describe the project, and invite them to engage in the process. Prepare for your first meeting with project background, necessary maps, and a stakeholder survey. Also be prepared to convene a follow up meeting within a week or two, to answer questions that come up during this meeting.

Develop a set of questions to use in a one-on-one meeting with a stakeholder group. This meeting will give you answers to help you understand stakeholder interests, issues, and challenges.

An example of a **stakeholder survey** can be downloaded from the online [digital toolkit](#). Consider surveying communities using their most often used languages (i.e. Spanish).

Examples of questions in a survey include:

- Are you familiar with SGMA regulations?
- Are you currently engaged in activities or discussions regarding groundwater management in this region?
- Do you own, manage, or operate land in this basin?
- Do you manage water resources? If yes, what is your role?
- Are bilingual information and meeting materials needed?

Using the information gathered during your meetings with stakeholder organizations, create a stakeholder mapping grid by doing a “Lay of the Land” exercise. The exercise will chart all of the stakeholder groups you decide are important to the public engagement program and list known issues, interests, challenges, preferred methods of communication, and strategies and roles for engagement.

A “**Lay of the Land**” exercise example can be downloaded from the online [digital toolkit](#).

Examples of information included in the “Lay of the Land” exercise include:

- Types of stakeholders
- Stakeholder key interests related to groundwater
- Key documented issues



Messages

Define the key messages you need to effectively convey to your various stakeholders. Key messages should be three overriding messages that explain the goals and outcomes for development of the GSP.

- **Key message 1:** Concise explanation of the goal of the C&E strategy to support the development of a successful GSP
- **Key message 2:** The GSA is committed to working with identified stakeholders using an open and transparent communication and engagement process
- **Key message 3:** The overall GSP will be more successful with an engaged group of stakeholders providing useful information

It would also be helpful to develop a set of talking points that can be used by members of your GSA when communicating with specific stakeholder groups. These talking points can also be customized to a specific group.

Another useful tool is a Q&A document that contains likely questions or responses you anticipate from stakeholder groups based on the issues, challenges, and interests you discovered in the mapping exercise.



Venues for Engaging

You must decide on the scale of the public engagement necessary to achieve the goals and objectives of your C&E strategy. This will help you determine the best venue for your information and messages to be heard. It is important to regularly provide feedback and updates to the interested persons and stakeholder groups who provide input to the GSP through public convenings. Invite the public to meetings at key milestones to learn and contribute input. You should also consider how public comments will be received, reviewed, and responded to.

Water Code Section 10723.4 requires GSAs to establish and maintain an interested persons list; regular notifications to persons on this list should be one of the venues used for public engagement.

Convenings

- Community issue-specific or location-specific advisory committees
- Small group briefings or workshops at key milestones to learn and contribute input

Presentations

- Presentations by lead public agencies to small or large groups at scheduled events
- Presentations by lead public agencies to elected officials at publicly noticed meetings

Digital

- Public-facing website or webpage, regularly updated and easily accessible
- Online resources, posted for interactive or non-interactive uses
- Regular updates shared via social media, email, or newsletters

Community, regional, and social media

- Submit/post regular updates to media that promote opportunities for public engagement
- Submit/post regular updates to media that provide information about how public input is being used, project status, and next opportunities for engagement

Advisory Committees

GSAs may appoint and consult with an advisory committee. A properly developed and engaged advisory body can be of great assistance in engaging the broad range of interest groups in a basin and creating a shared understanding of local sustainability.



Inform Your Stakeholders

- Invest in signs and banners to announce meetings
- Hand out fliers at key public locations to reach the general public
- Personally call stakeholder groups
- Mail and email meeting announcements
- Post on social media pages

Groundwater Sustainability Agency Stakeholder Meeting, April 2017

Professional Facilitators

Many public agencies find it helpful to engage the services of a professional facilitator to guide discussions and decision-making between partnering agencies and other interested parties.

Professional facilitators, with deep expertise in mediation, negotiation, and consensus building, help broker agreements in tough natural resources disputes. Professional facilitators actively manage a process to support stakeholders' desired outcomes. They work closely with all stakeholders to design an effective process, manage meetings, seek input between meetings, and strategize throughout to deliver widely supported decisions.



Implementation Timeline

Now that you've identified your stakeholders, your key messages, and where and when to engage with them, you'll need to create a timeline for your C&E strategy. Don't confuse this with an implementation timeline for your GSP. The C&E timeline tracks communication and engagement activities and tactics.

Here is a list of common C&E tactics to include in a timeline:

- Website launch
- When to send email or other digital communication
- Media outreach activities
- Public meetings



Evaluation and Assessment

At various points along the implementation timeline, stop and assess how well you are performing against your goals and objectives. You can redirect resources, update strategies, or introduce new tactics.

The following questions as listed in the [Collaborating for Success report](#) are useful metrics for evaluation. Surveys and interviews are good tools to obtain feedback.

- Are stakeholders educated about the GSP development process and their own role?
- Is the timeline for implementation of the GSP clear?
- Has the GSA received positive press coverage?
- Do diverse stakeholders feel included?
- Have there been behavior changes related to the program goals? Or improved trust/relationships among participants?

Sample C&E Plan Outline

This example outline is a tool for GSAs to create common understanding and transparency throughout the GSP preparation and submission process. This process should be tailored to the basins and stakeholder needs. Documentation of the engagement and outreach by GSAs is important for Phase 3 (GSP review and evaluation). GSAs could evaluate the successes and learn from the stakeholder feedback to make necessary adjustments in order to achieve their goals.

Sample C&E Plan Outline

1. **Set Goals and Desired Outcomes**
 - a. Description and background of the GSA and subsequent GSP
 - i. Explanation of your GSA's decision-making process
 - b. Goal/desired outcomes of GSP development
 - c. Communication objectives to support the GSP
 - d. Overriding concerns, major concerns or challenges
2. **Identify Your Stakeholders**

See stakeholder engagement chart example provided in [digital toolkit](#).

 - a. List the stakeholder groups, community organizations or others who are concerned about the GSA/GSP and how each group will engage with the development of the GSP
3. **Stakeholder survey and mapping**

See example provided in [digital toolkit](#).

 - a. Meet one on one with stakeholders and ask them a set of questions to help find out their issues, interests and challenges
 - b. Compile a "Lay of the Land" document of your stakeholders to identify how to engage with them
4. **Messages and Talking Points**

Define the key messages you need to effectively convey to your various stakeholders

 - a. Key messages: Three overriding messages that explain the goals and outcomes for development of the GSP
 - b. Talking points/Q&A: Anticipating likely questions or issues will support effective engagement with stakeholders
 - c. Likely questions or issues and responses
5. **Venues for Engaging**

Identify the opportunities – venues or methods – to engage stakeholders.

 - a. Depending on the level of engagement, you'll want to determine the venue and how to share your key messages
 - b. Determine how you will invite, inform, and follow up with stakeholders
6. **Implementation Timeline**

List the milestones and stakeholder engagement opportunities throughout the GSP development process.

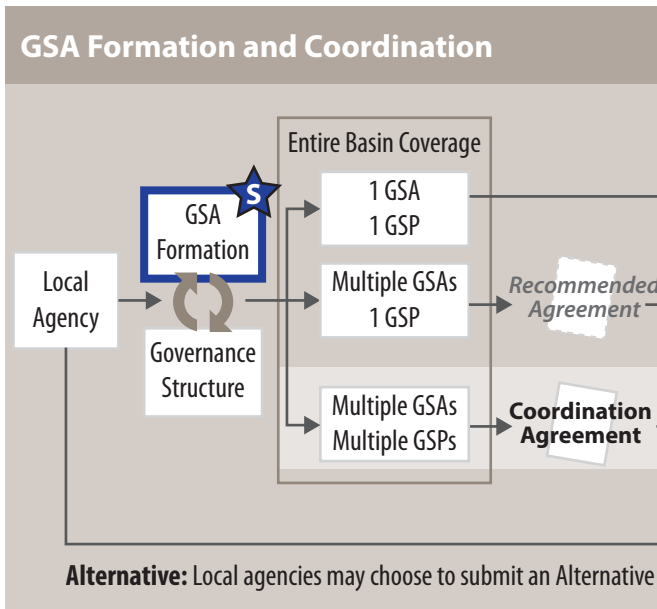
 - a. C&E Plan and GSP milestones
 - i. Refer to the Stakeholder Engagement by Phase graphic for required engagement milestones
 - b. Supporting tactics: Include tactics or tools you will use to communicate your messages and resources available to support
 - i. Website launch
 - ii. When to send email or other digital communication
 - iii. Media outreach activities
 - iv. Community meetings
7. **Evaluation and Assessment**

Assess at various points during Implementation to evaluate how your plan is performing against your goals and objectives.

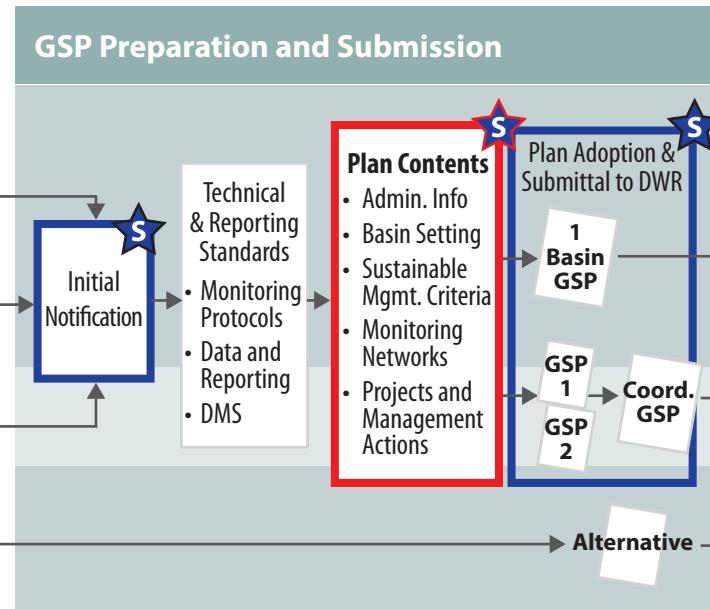
 - a. What worked well?
 - b. What didn't work as planned?
 - c. Meeting recaps with next steps
 - d. Lessons learned
 - e. Budget analysis

Stakeholder Engagement Requirements by Phase

Phase 1: 2015–2017



Phase 2: 2017–2022



Phase 1 Engagement Requirements

- **Establish and Maintain List of Interested Parties** §10723.4
- **GSA Formation Public Notice** §10723(b)
- **GSA Formation Public Hearing** §10723(b)
- **GSA Formation (due 6/30/17)** §10723(b)
- **Pre-GSP Development** §10727.8
 - Provide a written statement describing how interested parties may participate to:
 - › DWR
 - › Cities within the GSA boundary
 - › Counties within the GSA boundary

Phase 2 Engagement Requirements

- **GSP Initial Notification** §353.6*
 - › GSAs are required to submit GSP Initial Notifications through the SGMA Portal - GSP Initial Notification System at <http://sgma.water.ca.gov/portal/#gsp>
 - › Public can comment on the submitted GSP notification
- **GSP Preparation** §10727.8 and §10723.2
 - › Encourage active involvement
 - › Consider beneficial uses and users of groundwater when describing *Undesirable Results, Minimum Thresholds, and Projects & Actions*
- **GSP Communications Section** §354.10*
 - › GSA decision-making process
 - › Opportunities for engagement and how public input is used
 - › How GSA encourages active involvement
 - › Method of informing the public
- **Public Notice of Proposed Adoption** §10728.4
- **GSP Adoption Public Hearing** §10728.4
- **GSP Submittal** §354.10*
 - › Include a summary of communications: description of beneficial uses/users, list of public meetings, comments received/responses



Stakeholder Input

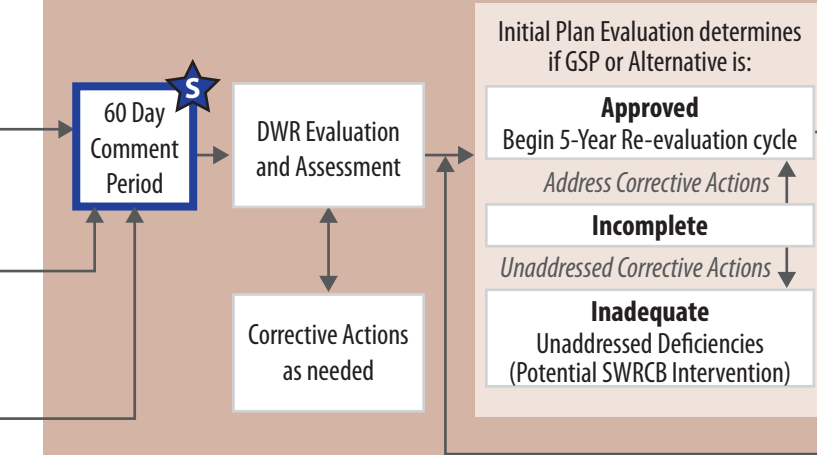


Stakeholders should be informed throughout the development of Plan Content

Code References: §(#) = SGMA, §(#) = GSP Regulations

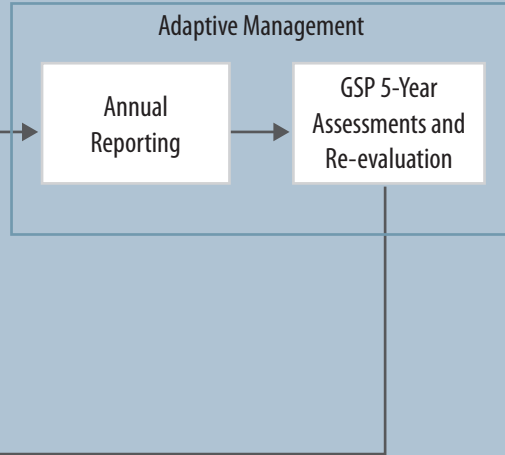
Phase 3: 2018+

GSP Review and Evaluation



Phase 4: 2022+

Implementation and Reporting



Phase 3 Engagement Requirements

- **60 Day Comment Period** §353.8*
 - › Any person may provide comments to DWR regarding a proposed or adopted GSP via the SGMA Portal at <http://sgma.water.ca.gov/portal/>
 - › Comments will be posted to DWR's website

Phase 4 Engagement Requirements

- **Public Notices and Meetings** §10730
 - › Before amending a GSP
 - › Prior to imposing or increasing a fee
- **Encourage Active Involvement** §10727.8

Engagement Requirements Applicable to ALL PHASES

- **Beneficial Uses and Users** §10723.2
Consider interests of all beneficial uses and users of groundwater
- **Advisory Committee** §10727.8
GSA may appoint and consult with an advisory committee
- **Public Notices and Meetings** §10730
 - › Before electing to be a GSA
 - › Before adopting or amending a GSP
 - › Prior to imposing or increasing a fee
- **Encourage Active Involvement** §10727.8
Encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin
- **Native American Tribes** §10720.3
 - › May voluntarily agree to participate
 - › See Engagement with Tribal Government Guidance Document
- **Federal Government** §10720.3
 - › May voluntarily agree to participate

Section 4

Engagement Methods & Tools

Stakeholder Communication and Engagement Digital Toolkit

A set of tools and examples are available for the purposes of SGMA outreach at DWR's Sustainable Groundwater Management website. The examples from local SGMA work groups include agenda, basin fact sheet, newsletter, mailing list sign up, etc. The templates may be downloaded, modified, and tailored to specific needs and audiences. While not all tools and templates are applicable to all GSAs, they are available as examples of effective ways to engage.

Find the Digital Toolkit at:

<https://www.water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement>

DWR will add additional resources and case studies as they are developed to the Digital Toolkit.

Section 5

Additional Resources

DWR Region Office Contacts

DWR has knowledgeable staff available at the four region offices located across the State and in Sacramento. DWR's regional coordinators along with the [Point of Contacts](#) (POCs) are available to answer questions and provide available assistance and resources. The Regional Coordinators can answer SGMA related questions, provide educational presentations, discuss facilitation support services, and put you in contact with SGMA program contacts and other State and federal agencies. DWR Regional Coordinators can be reached via email at SGMP_RC@water.ca.gov.

Integrated Regional Water Management

Integrated Regional Water Management (IRWM) is a collaborative effort to identify and implement water management solutions on a regional scale that increase regional self-reliance, reduce conflict, and manage water to concurrently achieve social, environmental, and economic objectives. DWR, through the IRWM grant program, worked with 49 IRWM regions to coordinate regional water management activities and implemented multi-benefit projects with local agencies. Stakeholder communication and engagement plays a key role in the successes of the IRWM. Information about these activities is available at: <https://www.water.ca.gov/Programs/Integrated-Regional-Water-Management>

Other Agency Information

State Water Resources Control Board

In areas where groundwater users and local agencies are unable or unwilling to sustainably manage their groundwater, SGMA authorizes State Water Resources Control Board (State Board) intervention.

http://www.waterboards.ca.gov/water_issues/programs/gmp/about.shtml#info

Contact Email: groundwater_management@waterboards.ca.gov T: (916) 650-0474

California Department of Fish and Wildlife Groundwater Program

CDFW developed a Groundwater Program to ensure fish and wildlife resources reliant upon groundwater are addressed in GSPs and that CDFW remains in compliance with regulatory requirements.

<https://www.wildlife.ca.gov/Conservation/Watersheds/Groundwater>

Federal Agencies

GSAs can locate federal lands under various federal government jurisdiction (i.e. Bureau of Indian Affairs, Bureau of Land Management, National Parks Service, Department of Defense, Fish and Wildlife Services) from the Water Management Planning Tool under the Federal Lands layer. <https://gis.water.ca.gov/app/boundaries/>

The federal government may voluntarily agree to participate in the preparation or administration of a GSP through a joint powers authority or other agreement with local agencies in the basin. The GSAs should work to include federal interests in all aspects of the public process. Successful examples include ex-officio liaison on the GSA Board and membership on technical and public advisory committees.



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<http://www.water.ca.gov>