

# 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**

Fred Stump  
Chris Costello  
Dan Totheroh  
BryAnna Vaughan

November 14, 2019

The Owens Valley Groundwater Authority meeting was called to order at 2:03 p.m. at the Bishop City Council Chambers, Bishop, CA.

The Chairperson asked for a moment of silence in memory of the recent passing of Earl Wilson.

#### **1. Pledge of allegiance**

Chris Costello led the pledge of allegiance.

#### **2. Public Comment**

The Chairperson opened the public comment period and there was no one wishing to address the Board.

#### **3. Introductions**

The Board introduced themselves with one new Board Member representing Wheeler Crest, Charlie Tucker, and two absences, Tri Valley GWMD and Big Pine CSD.

#### **4. Approval of minutes from the November 14, 2019 OVGA Board meeting**

The Chairperson requested a motion to approve the minutes of the November 14, 2019 meeting. Motion to approve the minutes by Chris Costello, seconded by Dan Totheroh. Motion passed unanimously 7 yes (26.54), 1 abstention (3.82 votes), 2 absences (7.64 votes).

#### **5. Board Member Reports**

Charlie Tucker (Wheeler Crest CSD) announced Glenn Inouye had retired and moved to Reno and stated his alternate would be Brian Cashore. Fred Stump thanked Inyo County for the copy of their letter to DWR. Chris Costello stated his staff member Deston Dishion was not available this week; City Administrator interviews were held; and City of Bishop should have a new administrator by years end. Dan Totheroh stated one of the links provided stated basins must achieve sustainability by 2040 and low priority basins by 2042. He stated he is thankful the Board has decided to move forward with the plan. Fred Stump stated Mono County staff in attendance is Michael Draper.

#### **6. OVGA staff reports**

- a. Financial Report
- b. Report on Indian Wells Valley Groundwater Authority activities

Laura Piper, Inyo County Water Department, stated the incorrect financial reports were included in the packets; updated financial reports would be emailed; all Board contributions were received; and approximate cash balance is \$250,000. John Vallejo stated the Indian Wells Valley Groundwater Authority was holding a public workshop this evening in Ridgecrest to get public input on their

draft GSP; public comments will be considered and possibly included as revisions in the GSP; they are up against their deadline; they are short on cash flow; and they have a serious water deficit that they are trying to address which would cap the availability for many users which would possibly invite lawsuits. He stated a lawsuit had already been filed against the Indian Wells Valley Water District which is a member of the GSA and some other water users by large agriculture users; and Inyo's possible concerns are the intention to import water from the Owens Valley which is one of the two options they are seriously pursuing. Michael Draper stated Mono County's IT Department would have the ability and be interested in maintaining the water management data base for the OVGA. Rick Kettleman, stated the IRWMG group is also developing a regional water management data base tool that will be available within a few weeks.

#### **7. Consideration of letters to Dave Grah and Jason Canger recognizing their service to the OVGA**

The Chairman stated he would like to see a similar letter come forward next meeting for Glenn Inouye. Dr. Aaron Steinwand stated last meeting that the OVGA Board requested staff prepare letters of appreciation to consider for approval at this meeting; drafts are included in today's meeting packet. Motion to approve the letters as submitted by Dan Tothoroh, seconded by Ron Stone. 8 yes (30.36) 2 absent (7.64 votes)

#### **8. Discussion and direction to staff regarding amending the Executive Manager contract to provide hydrologic services**

Dr. Aaron Steinwand stated the staff report included in the packet is self-explanatory, the OVGA attempted to contract with Dr. Harrington, he declined. He stated staff would like to modify the Executive Manager contract to add up to one day and one meeting a month for hydrologist Keith Rainville, Inyo's staff hydrologist that has performed work for the OVGA previously and would work with GSP consultant, DBS&A. He stated this proposal would increase the annual contract limit by approximately \$10,000. He stated if directed by the Board, a revised contract will be presented next meeting. Keith Rainville gave a brief summary of his involvement with the OVGA over the past few years. Motion to approve the contract modification for Keith Rainville by John Camphouse, seconded by Luis Elias. 8 yes (30.36 votes) 2 absent (7.64 votes).

#### **9. Update from Daniel B. Stephens and Associates on the Groundwater Sustainability Plan status and schedule for future Board topics**

Tony Morgan of DBS&A presented a PowerPoint presentation regarding the proposed technical topics for future monthly Board discussions; suggested reading materials (guidance documents); and the GSP key components. Luis Elias stated he was thankful that LADWP was responsive to the requests for information to assist with the data compilation. Sally Manning stated this looks basin wide and she doesn't see the CSD's on the list. Tony Morgan stated the CSD's have been queried as to what data they may have available, some information has been received, and some area's may not have that information. He stated he would be discussing data gaps next month. Tony Morgan discussed the Ad Hoc Committee; starting the Stakeholder Engagement Program; and internet links for guidance materials. He stated once completed, DWR has two years to review the GSP with updates due in five years.

#### **10. Update on the Stakeholder Engagement Plan from Daniel B. Stephens and the Consensus and Collaboration Program**

Dave Ceppos provided a presentation via teleconference on the Communications and Engagement Plan process. He stated this would provide a clear path for the public to get an understanding of what this agency is going to do and the exercises the committee will go through to develop guiding principles. He stated the local decision making under SGMA is guided by two bodies of information; technical data and social science data from stakeholders. He stated if bylaws don't describe decision making process, they will work with the OVGA to advise or make possible modifications if necessary; and the C & E plan and process will provide the Board with the tools to follow the SGMA regulations. The Board and staff discussed this in detail. Philip Anaya stated he would like to see the inclusion of an environmental and tribal representative (Associate & Interested Parties) on the OVGA Board and stated there are great opportunity at all OVGA meetings for public input. Sally Manning stated speaking as a representative of the Big Pine Tribe, the tribes care about what type of outreach and engagement is conducted. She stated the tribes would prefer more personal contact instead of public notices or emails; this group better consider that the tribes are sovereign entities in the valley; they require different handling then other stakeholders; and the tribes are watching this process. Dave Ceppos stated there is specific guidance from DWR related uniquely to SGMA regarding tribal engagement; CCP has a tribal liaison; a tribal team; and a collaboration program. Sally Manning stated it is comforting that the public will be engaged in working on the mission statement and guiding principles. Rick Kettleman stated after the group gets beyond the guiding principles step, he requested the Board take advantage of the IRWMG as a resource, and stated they have contacts with all concerned over water in the region.

The Chairperson called a break at 3:36 pm and reconvened the meeting at 3:46 pm.

#### **11. Review of draft Mission Statement for the OVGA**

Dr. Aaron Steinwand stated staff collaboratively worked on the draft mission statement and prepared versions based on either low or medium priority basin status. He stated based on input from the Board, a final draft will be brought back to the meeting in January.

The Board and staff discussed this in detail with changes to item 4, 5, & 6 and agriculture being called out in both mission statements. Sally Manning stated one important statement that should be included in the strategies is to gather and share data and information about the waters of the Owens Valley Groundwater basin and make sure the data is accurate. The Board and staff concurred on incorporating her suggestion into item 4 of the strategies.

#### **12. Discussion regarding future agenda items**

The Board requested preparation of a letter to Glenn Inouye thanking him for his service to the OVGA Board; topics of discussion from our consultant; and a draft thank you letter to LADWP for when we obtain the groundwater model files; a revised mission statement; contract amendment for services provided by Inyo's staff hydrologist, and information regarding final basin priority status. Philip Anaya requested the inclusion of Associate and Interested Parties.

#### **13. Set next meeting**

The next OVGA meeting was scheduled for January 9, 2020 in the Bishop City Council Chambers.

#### **14. Adjourn**

The Chairperson adjourned the meeting at 4:07 pm.

| Lg BUDGET UNIT        | Primary Ref | Transaction Description        | SS Ref Date Job No   | Debit      | Credit     | NET        |
|-----------------------|-------------|--------------------------------|----------------------|------------|------------|------------|
| GL 621601-1000        | YEAREND     | 3. Balance Forward 2018/2019   | JE 07/01/19 02571261 | 136,576.20 | 0.00       | 136,576.20 |
| GL 621601-1000        | TTLOH       | AutoID:WD18628A Job:2483097    | OH 07/18/19 02483097 | 0.00       | 450.00     | 136,126.20 |
| GL 621601-1000        | TTLOH       | AutoID:WD19715A Job:2484520    | OH 07/19/19 02484520 | 0.00       | 4,450.97   | 131,675.23 |
| GL 621601-1000        | TTLOH       | AutoID:OW19723C Job:2487316    | OH 07/24/19 02487316 | 0.00       | 23,467.45  | 108,207.78 |
| GL 621601-1000        | INTRCBL     | AutoID:JH19802E Job: 2496015   | JE 08/02/19 02496015 | 1,196.59   | 0.00       | 109,404.37 |
| GL 621601-1000        | JE35066     | AutoID: JH19C07J Job: 2540790  | JE 10/07/19 02540790 | 0.00       | 13,714.77  | 95,689.60  |
| GL 621601-1000        | JE35095     | AutoID: JH19C31C Job: 2544343  | JE 10/11/19 02544343 | 0.00       | 4,500.00   | 91,189.60  |
| GL 621601-1000        | TTLOH       | AutoID:OW19C14B Job:2545637    | OH 10/15/19 02545637 | 0.00       | 844.50     | 90,345.10  |
| GL 621601-1000        | INTERESTA   | AutoID: JH19C31G Job: 2556858  | JE 10/31/19 02556858 | 0.00       | 9,767.85   | 80,577.25  |
| GL 621601-1000        | TTLOH       | AutoID: JH19B26B Job: 2571260  | JE 11/04/19 02571260 | 1,853.04   | 0.00       | 82,430.29  |
| GL 621601-1000        | JE35319     | AutoID:OW19N04A Job:2559123    | OH 11/05/19 02559123 | 0.00       | 29,180.45  | 53,249.84  |
| GL 621601-1000        | TTLCR       | AutoID: JH19B08A Job: 2562429  | JE 11/08/19 02562429 | 52,859.66  | 0.00       | 106,109.50 |
| GL 621601-1000        | JE35428     | AutoID: OB19N25A Job: 2571198  | CR 11/22/19 02571198 | 22,654.00  | 0.00       | 128,763.50 |
| GL 621601-1000        | TTLCR       | AutoID: JH19N25B Job: 2571702  | JE 11/25/19 02571702 | 22,654.00  | 0.00       | 151,417.50 |
| GL 621601-1000        | TTLOH       | AutoID: CR19D02A Job: 2574746  | CR 12/02/19 02574746 | 98,167.66  | 0.00       | 249,585.16 |
| GL 621601-1000        | TTLOH       | AutoID:WD19D02A Job:2580033    | OH 12/10/19 02580033 | 0.00       | 8,959.00   | 240,626.16 |
| GL 621601-1000        | IS1019      | AutoID: IS1019 Job: 2580196    | JE 12/10/19 02580196 | 0.00       | 144.34     | 240,481.82 |
| *****Total *OBJT 1000 |             | CLAIM ON CASH                  | DR                   | 335,961.15 | 95,479.33  | 240,481.82 |
| GL 621601-1160        | YEAREND     | 3. Balance Forward 2018/2019   | JE 07/01/19 02571261 | 1,196.59   | 0.00       | 1,196.59   |
| GL 621601-1160        | INTRCBL     | 4th QTR INTEREST RVRS          | JE 08/02/19 02496015 | 0.00       | 1,196.59   | 0.00       |
| *****Total *OBJT 1160 |             | INTEREST RECEIVABLE            | DR                   | 1,196.59   | 1,196.59   | 0.00       |
| GL 621601-1200        | YEAREND     | 3. Balance Forward 2018/2019   | JE 07/01/19 02571261 | 2,500.00   | 0.00       | 2,500.00   |
| GL 621601-1200        | JE34537     | UA385949:GOLDEN STATE RISK MAN | JE 07/09/19 02475759 | 0.00       | 2,500.00   | 0.00       |
| *****Total *OBJT 1200 |             | PREPAID EXPENSES               | DR                   | 2,500.00   | 2,500.00   | 0.00       |
| GL 621601-2000        | YEAREND     | 4. Balance forward 2018/2019   | JE 07/01/19 02571261 | 0.00       | 27,918.42  | 27,918.42  |
| GL 621601-2000        | TTLOH       | AutoID:WD18628A Job:2481900    | OH 07/16/19 02481900 | 0.00       | 450.00     | 28,368.42  |
| GL 621601-2000        | TTLOH       | AutoID:WD18628A Job:2483097    | OH 07/18/19 02483097 | 450.00     | 0.00       | 27,918.42  |
| GL 621601-2000        | TTLOH       | AutoID:WD19715A Job:2484520    | OH 07/19/19 02484520 | 4,450.97   | 0.00       | 23,467.45  |
| GL 621601-2000        | TTLOH       | AutoID:OW19723C Job:2487316    | OH 07/24/19 02487316 | 23,467.45  | 0.00       | 0.00       |
| GL 621601-2000        | TTLOH       | AutoID:OW19C14B Job:2544634    | OH 10/14/19 02544634 | 0.00       | 844.50     | 844.50     |
| GL 621601-2000        | TTLOH       | AutoID:OW19C14B Job:2545637    | OH 10/15/19 02545637 | 844.50     | 0.00       | 0.00       |
| GL 621601-2000        | TTLOH       | AutoID:OW19N04A Job:2558022    | OH 11/04/19 02558022 | 0.00       | 29,180.45  | 29,180.45  |
| GL 621601-2000        | TTLOH       | AutoID:OW19N04A Job:2559123    | OH 11/05/19 02559123 | 29,180.45  | 0.00       | 0.00       |
| GL 621601-2000        | TTLOH       | AutoID:WD19D02A Job:2579315    | OH 12/09/19 02579315 | 0.00       | 8,959.00   | 8,959.00   |
| GL 621601-2000        | TTLOH       | AutoID:WD19D02A Job:2580033    | OH 12/10/19 02580033 | 8,959.00   | 0.00       | 0.00       |
| *****Total *OBJT 2000 |             | ACCOUNT'S PAYABLE              | CR                   | 67,352.37  | 67,352.37  | 0.00       |
| GL 621601-2200        | YEAREND     | 4. Balance forward 2018/2019   | JE 07/01/19 02571261 | 0.00       | 52,859.66  | 52,859.66  |
| GL 621601-2200        | JE34553     | CR13320:CITY OF BISHOP         | JE 07/09/19 02475759 | 52,859.66  | 0.00       | 0.00       |
| *****Total *OBJT 2200 |             | DEFERRED REVENUE               | CR                   | 52,859.66  | 52,859.66  | 0.00       |
| GL 621601-3000        | YEAREND     | 1. Balance Forward 2018/2019   | JE 07/01/19 02571261 | 0.00       | 235,193.56 | 235,193.56 |
| GL 621601-3000        | YEAREND     | 2. Balance Forward 2018/2019   | JE 07/01/19 02571261 | 175,698.85 | 0.00       | 59,494.71  |
| *****Total *OBJT 3000 |             | FUND BALANCE AVAILABLE         | CR                   | 175,698.85 | 235,193.56 | 59,494.71  |
| GL 621601-4301        | INTERESTA   | 1ST QRT 19/20 INTEREST         | JE 11/04/19 02571260 | 0.00       | 1,853.04   | 1,853.04   |
| *****Total *OBJT 4301 |             | INTEREST FROM TREASURY         | CR                   | 0.00       | 1,853.04   | 1,853.04   |

SORT ORDER: OBJECT within BUDUNIT

SELECT FUND: 6272

| Lg BUDGET UNIT            | Primary Ref   | Transaction Description        | SS Ref Date | Job No   | Debit      | Credit     | NET        |
|---------------------------|---------------|--------------------------------|-------------|----------|------------|------------|------------|
| GL 621601-4599            | JE34553       | CR113320:CITY OF BISHOP        | JE 07/09/19 | 02475759 | 0.00       | 52,859.66  | 52,859.66  |
| GL 621601-4599            | JE35319       | 19-20 INYO OVGA CONTRIBUTION   | JE 11/08/19 | 02562429 | 0.00       | 52,859.66  | 105,719.32 |
| GL 621601-4599            | CR115470      | 11/13/19 I#2 OVGA-COB          | CR 11/22/19 | 02571198 | 0.00       | 22,654.00  | 128,373.32 |
| GL 621601-4599            | JE35428       | I#2 OVGA GSP DEVELOPEMENT      | JE 11/25/19 | 02571702 | 0.00       | 22,654.00  | 151,027.32 |
| GL 621601-4599            | CR115556      | I#2 WHEELER CREST              | CR 12/02/19 | 02574746 | 0.00       | 22,654.00  | 173,681.32 |
| GL 621601-4599            | CR115556      | I#2 TRI-VALLEY GWD             | CR 12/02/19 | 02574746 | 0.00       | 22,654.00  | 196,335.32 |
| GL 621601-4599            | CR115557      | I#2 COUNTY OF MONO             | CR 12/02/19 | 02574746 | 0.00       | 52,859.66  | 249,194.98 |
| *****Total *OBJT 4599     |               | OTHER AGENCIES                 |             | CR       | 0.00       | 249,194.98 | 249,194.98 |
| GL 621601-5129            | IS1019        | IS CANON BILLING Q1            | JE 12/10/19 | 02580196 | 144.34     | 0.00       | 144.34     |
| *****Total *OBJT 5129     |               | INTERNAL COPY CHARGES (NON-IS) |             | DR       | 144.34     | 0.00       | 144.34     |
| GL 621601-5155            | JE34537       | UA386949:GOLDEN STATE RISK MAN | JE 07/09/19 | 02475759 | 2,500.00   | 0.00       | 2,500.00   |
| *****Total *OBJT 5155     |               | PUBLIC LIABILITY INSURANCE     |             | DR       | 2,500.00   | 0.00       | 2,500.00   |
| GL 621601-5265            | JE35066       | UA390613:DANIEL B. STEPHENS    | JE 10/07/19 | 02540790 | 13,714.77  | 0.00       | 13,714.77  |
| GL 621601-5265            | 237187        | DANIEL B STEPHE PROJECT#DB18.1 | OH 10/14/19 | 02544634 | 844.50     | 0.00       | 14,559.27  |
| GL 621601-5265            | 238057        | DANIEL B STEPHE PROJECT#DB18.1 | OH 11/04/19 | 02558022 | 29,180.45  | 0.00       | 43,739.72  |
| *****Total *OBJT 5265     |               | PROFESSIONAL & SPECIAL SERVICE |             | DR       | 43,739.72  | 0.00       | 43,739.72  |
| GL 621601-5291            | 10117         | WHISKEY CREEK R 7/11/19 OVGA M | OH 07/16/19 | 02481900 | 450.00     | 0.00       | 450.00     |
| *****Total *OBJT 5291     |               | OFFICE, SPACE & SITE RENTAL    |             | DR       | 450.00     | 0.00       | 450.00     |
| GL 621601-5539            | JE35095       | JUL-SEPT19 COUNTY COUNSEL      | JE 10/11/19 | 02544343 | 4,500.00   | 0.00       | 4,500.00   |
| GL 621601-5539            | JE35239       | JUL-SEPT19 OVGA STAFF SERVICES | JE 10/31/19 | 02556858 | 9,767.85   | 0.00       | 14,267.85  |
| GL 621601-5539            | 2018190420192 | MONO COUNTY 4/19-9/19 OVGA STA | OH 12/09/19 | 02579315 | 8,959.00   | 0.00       | 23,226.85  |
| *****Total *OBJT 5539     |               | OTHER AGENCY CONTRIBUTIONS     |             | DR       | 23,226.85  | 0.00       | 23,226.85  |
| *****Total *BUDG 621601   |               | OVGA-OWENS VALLEY GROUNDWATER  |             | DR-CR    | 705,629.53 | 705,629.53 | 0.00       |
| ** G R A N D T O T A L ** |               |                                |             |          | 705,629.53 | 705,629.53 | 0.00       |

**COUNTY OF INYO**  
**UNDESIGNATED FUND BALANCES**

AS OF 12/31/2019

| WDIR         | - WATER           | Claim on<br>Cash | Accounts<br>Receivable | Loans<br>Receivable | Prepaid<br>Expenses | Accounts<br>Payable | Loans<br>Payable | Deferred<br>Revenue | Computed<br>Fund<br>Balance | Fund         |                         |
|--------------|-------------------|------------------|------------------------|---------------------|---------------------|---------------------|------------------|---------------------|-----------------------------|--------------|-------------------------|
|              |                   |                  |                        |                     |                     |                     |                  |                     |                             | Encumbrances | Balance<br>Undesignated |
|              |                   | 1000             | 1100,1105,1160         | 1140                | 1200                | 2000                | 2140             | 2200                |                             |              |                         |
| 6272         | OVGA-OWENS VALLEY | 240,482          |                        |                     |                     |                     |                  |                     | 240,482                     | 18,415       | 222,067                 |
| WDIR         | Totals            | 240,482          |                        |                     |                     |                     |                  |                     | 240,482                     | 18,415       | 222,067                 |
| Grand Totals |                   | 240,482          |                        |                     |                     |                     |                  |                     | 240,482                     | 18,415       | 222,067                 |

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

Ledger: GL

As Of 12/31/2019

| Object   | Description                    | Budget     | Actual     | Encumbrance | Balance     | %      |
|--|--------------------------------|------------|------------|-------------|-------------|--------|
| <b>Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER</b> |                                |            |            |             |             |        |
| <b>Revenue</b>                                     |                                |            |            |             |             |        |
| 4301   | INTEREST FROM TREASURY         | 4,000.00   | 1,853.04   | 0.00        | 2,146.96    | 46.32  |
| 4498   | STATE GRANTS                   | 261,551.00 | 0.00       | 0.00        | 261,551.00  | 0.00   |
| 4599   | OTHER AGENCIES                 | 249,195.00 | 249,194.98 | 0.00        | 0.02        | 100.00 |
| <b>Revenue Total:</b>                              |                                | 514,746.00 | 251,048.02 | 0.00        | 263,697.98  | 48.77  |
| <b>Expenditure</b>                                 |                                |            |            |             |             |        |
| 5129   | INTERNAL COPY CHARGES (NON-IS) | 1,500.00   | 144.34     | 0.00        | 1,355.66    | 9.62   |
| 5155   | PUBLIC LIABILITY INSURANCE     | 2,500.00   | 2,500.00   | 0.00        | 0.00        | 100.00 |
| 5263   | ADVERTISING                    | 2,000.00   | 0.00       | 0.00        | 2,000.00    | 0.00   |
| 5265   | PROFESSIONAL & SPECIAL SERVICE | 309,771.00 | 43,739.72  | 18,414.77   | 247,616.51  | 20.06  |
| 5291   | OFFICE, SPACE & SITE RENTAL    | 1,500.00   | 450.00     | 0.00        | 1,050.00    | 30.00  |
| 5311   | GENERAL OPERATING EXPENSE      | 500.00     | 0.00       | 0.00        | 500.00      | 0.00   |
| 5539   | OTHER AGENCY CONTRIBUTIONS     | 97,500.00  | 23,226.85  | 0.00        | 74,273.15   | 23.82  |
| 5901   | CONTINGENCIES                  | 13,290.00  | 0.00       | 0.00        | 13,290.00   | 0.00   |
| <b>Expenditure Total:</b>                          |                                | 428,561.00 | 70,060.91  | 18,414.77   | 340,085.32  | 20.64  |
| 621601   | <b>Key Total:</b>              | 86,185.00  | 180,987.11 | (18,414.77) | (76,387.34) |        |

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Sierra Highlands  
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](http://www.inyowater.org)

January 9, 2020

Glenn Inouye  
85 Cougar Run  
Swall Meadows, Ca 93514

**RE: Appreciation for your service to the OVGA**

Dear Glenn,

On behalf of the entire Board of the Owens Valley Groundwater Authority, thank you for the time, effort, and expertise which you have provided. The Authority was a new entity when you began serving as a Director and your hard work, dedication, and thoughtful recommendations have been indispensable in getting the Authority off to a sound beginning. We hope that you enjoy many years of retirement and whatever endeavors come with that. Accordingly, the entire Board wishes to recognize your service and express its appreciation and gratitude.

Sincerely,

Fred Stump  
Chair, OVGA

Wheeler Crest Community Services District

129 Willow Street

Swall Meadows

Bishop, CA 93514

January 6, 2020

Owens Valley Groundwater Authority

c/o Aaron Steinwand asteinwand@inyocounty.us

Inyo County offices

168 N. Edward St.

Independence, CA 93526

(by email with hard copy to follow)

At a meeting of the Wheeler Crest Community Service District, held on January 6, 2020, which was duly noticed, and at which a quorum was present, the advantages and disadvantages of belonging to the Owens Valley Groundwater Authority were discussed. After the conclusion of the discussion, it was Moved, Seconded, and Unanimously Voted to request Withdrawal from Membership in the Authority.

The District will continue to offer any cooperation and data in the studies conducted by, or for, the Authority that may prove useful to the Authority.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CFT', is written over the signature line.

Charles F. Tucker, Chair of the Board of the District

AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") and the County of Inyo (hereinafter referred to as "Contractor"), entered into an Agreement for the Provision of Executive Manager Services dated April 18, 2019 (the "Agreement").

WHEREAS, the Agreement provides that it's "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"; and

WHEREAS, Dr. Harrington declined to enter into a separate agreement to provide such services and, therefore, Inyo County Water Department staff intends to provide those services; and

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity; and

WHEREAS, the OVGA and Contractor do desire and consent to amend such Agreement as set forth below.

OVGA and Contractor hereby amend such Agreement as follows:

- I. Paragraph 3.D shall be amended to increase the contract limit amount from \$37,000 to \$46,970.
- II. Attachment A is amended to add the following items to the scope of work:
  - Address questions from OVGA members and the consultant. Remain informed regarding the hydrologic information and rationale included in the GSP. Conduct field visits and retrieve data in a timely manner upon request.
  - Advise OVGA and GSP consultant concerning local groundwater management, data availability, existing analytical tools, Owens Valley hydrology and hydrogeology, and other technical matters that may arise in the preparation of the GSP.
  - Assist the OVGA and GSP consultant preparing the basin hydrogeologic conceptual model, describing groundwater conditions, developing basin water budget, developing management areas.
  - Assist OVGA and GSP consultant in developing monitoring networks, 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.

[CONTINUED ON NEXT PAGE]

The Agreement is unchanged in all other respects.

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

**INYO COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Inyo County Counsel

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of May 2019 an order was duly made and entered as follows:

County  
Counsel/Water  
Dept. – OVGA  
Service Contracts

Water Director Dr. Aaron Steinwand presented for ratification two contracts to provide services to the Owens Valley Groundwater Authority: one for the Water Director and Administrative Assistant to provide Executive Manager services and the other for County Counsel to provide legal services. Moved by Supervisor Totheroh and seconded by Supervisor Tillemans to: A) ratify and approve a contract to provide Executive Manager services to the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annually beginning April 1, 2019 and continuing until terminated by any party with 30 days' written notice to the other party; B) ratify and approve a contract to provide legal services to the Owens Valley Groundwater Authority in an amount not to exceed \$1,500 per month beginning April 1, 2019 and continuing until terminated by any party with 30 days' written notice to the other party; and C) authorize the Chairperson to sign both documents. Motion carried unanimously.

## Routing

CC X  
Purchasing  
Personnel  
Auditor  
CAO  
Other: Water Dept.  
DATE: May 13, 2019

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of May, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

**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 1<sup>st</sup> 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)

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01/2019

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:**

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

With a copy to:  
MONO COUNTY ADMINISTRATIVE OFFICER  
74 N. School Street  
PO Box 686  
Bridgeport, CA 93517

**Contractor:**

COUNTY OF INYO ADMINISTRATIVE OFFICER Name  
PO Drawer N Street  
Independence, CA 93526 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 April 18, 2019.

**OVGA**

By: 

Fred Stump

Type or Print Name

Dated: 4/18/19

**INYO COUNTY**

By: 

RICK RICCI

Type or Print Name

Dated: 5-7-2019

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
OVGA Counsel

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
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.

| <b>Position</b>                                  | <b>Rate per Hour</b> |
|--|----------------------|
| Executive Manager,<br>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 1<sup>st</sup> 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.

#### **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.

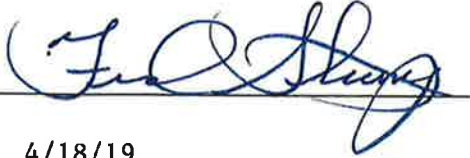
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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF April 18, 2019.

**OVGA**

By: \_\_\_\_\_



Dated: 4/18/19

**COUNTY OF INYO**

By: \_\_\_\_\_



Signature

Rick Pucci

Print or Type Name

Dated: 5-2-2019

## **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.**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

37

☒ Consent    ☐ Departmental    ☐ Correspondence Action    ☐ Public Hearing  
☐ Scheduled Time for    ☐ Closed Session    ☐ Informational

**FROM: Water Department and Inyo County Counsel**

**FOR THE BOARD MEETING OF: May 7, 2019**

**SUBJECT: Approve and ratify contracts to provide Executive Manager and Legal Counsel services for the Owens Valley Groundwater Authority**

**DEPARTMENTAL RECOMMENDATION:**

1. The Water Department requests your Board approve a contract to provide Executive Manager services for the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annual beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
2. Inyo County Counsel requests your Board approve a contract to provide legal services for the Owens Valley Groundwater Authority in the amount of \$1,500 per month beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
3. Authorize the Chairperson to sign

**SUMMARY DISCUSSION:**



The Owens Valley Groundwater Authority (OVGA) was formed under a joint powers agreement in 2017 to act as the groundwater sustainability agency for the Owens Valley groundwater basin. The OVGA is responsible for complying with mandates of the State Groundwater Management Act to prepare and implement a groundwater sustainability plan (Plan) for non LADWP lands in the basin. Since the formation of the OVGA, Inyo County has provided managerial and legal staff services. These contracts formalize that staffing arrangement and prescribe the responsibilities of Inyo County staff and costs to the OVGA. Separate contracts were prepared for the Executive Manager services provided by Water Department staff and for Legal Services provided by Inyo County Counsel. The Executive Manager contract is hourly and includes staff time to support OVGA activities as well as time necessary to administer the reimbursable Proposition 1 grant to prepare the Plan. The Legal Services contract is flat monthly rate similar to contracts for Inyo County Counsel to provide services to other agencies. The contracts have annual compensation limits and detailed scopes of work. The OVGA approved these contracts at its April 18, 2019 meeting.

**ALTERNATIVES:**

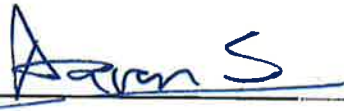
The Board could not approve the contracts. This is not recommended as it could substantially impair the ability of the OVGA to fulfill its purpose to prepare the Plan for the Owens Valley groundwater basin. Without the requested staff services, the work of the Authority on the Plan and administrative tasks would be delayed while agreements with other members of the Authority or outside contractors to obtain the required services are prepared.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** The funding for these contracts is budgeted in the Owens Valley Groundwater Authority budget 621601, Other Agency Contributions 5539.

| <b>APPROVALS</b>                      |  |
|---------------------------------------|--|
| COUNTY COUNSEL:                       | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br> Approved: <u>yes</u> Date: <u>4/29/19</u> |
| AUDITOR/CONTROLLER:                   | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br> Approved: <u>yes</u> Date: <u>4/29/19</u>                              |
| PERSONNEL DIRECTOR:<br><br><b>N/A</b> | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date: _____   |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 4-29-19

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 4/29/19

# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Sierra Highlands 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](http://www.inyowater.org)

## Staff Report

Date: January 9, 2020

Subject: Item #10, Update on the Communications and Engagement Plan

The following update was provided by Meagan Wylie from the DBS&A consultant team facilitating the development of the Communications and Engagement Plan.

-----  
Ad Hoc Communications Committee (Committee) members received an electronic file of sample *Communications & Engagement Plans* (C&E Plan) and sample *Guiding Principles* documents via email from the DBS&A Consultant Team (facilitators Meagan Wylie and Dave Ceppos – Sacramento State) on December 16, 2019. In addition, Committee members were provided a copy of the *Initial Critical Path* for development of aforementioned documents (the same document presented and discussed at the December 12, 2019 OVGA Board meeting).

Members have been asked to review sample documents and compile individual lists of guiding principles they believe are applicable to the OVGA. Once these lists are prepared, Committee members will share the lists directly with the neutral facilitators for compilation into a version 1 OVGA Guiding Principles that will be discussed at the Committee's initial meeting.

With respect to the C&E Plan, Committee members have been asked to review the sample Plans, begin to consider the optimal components of a C&E Plan for Owens Valley, and be prepared to discuss these components at the next Committee meeting.

The Committee will meet on January 15th from 3:30 – 5:30 pm at 163 May Street, Bishop, CA.

# Owens Valley GSP Update

January 9th, 2020



*Daniel B. Stephens & Associates, Inc.*

# Board Discussion Topics / Schedule

|          | Topic 1  | Topic 2                                     | Topic 3                                   |
|----------|--|---|---|
| Jan-2020 | Hydrogeologic<br>Conceptual Model(s)<br>(HCMs) | Data Gaps                                   |   |
| Feb-2020 | Water budget<br>(historical data)              | Water budget<br>(model files)               | DPWM-Tri Vly                              |
| Mar-2020 | GW model(s) review                             | Intro to Sustainable<br>Management Criteria | Intro to Projects &<br>Management Actions |



# Reference / Background Materials

- **BMP Water Budget**

[https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents/Files/BMP-4-Water-Budget\\_ay\\_19.pdf](https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents/Files/BMP-4-Water-Budget_ay_19.pdf)

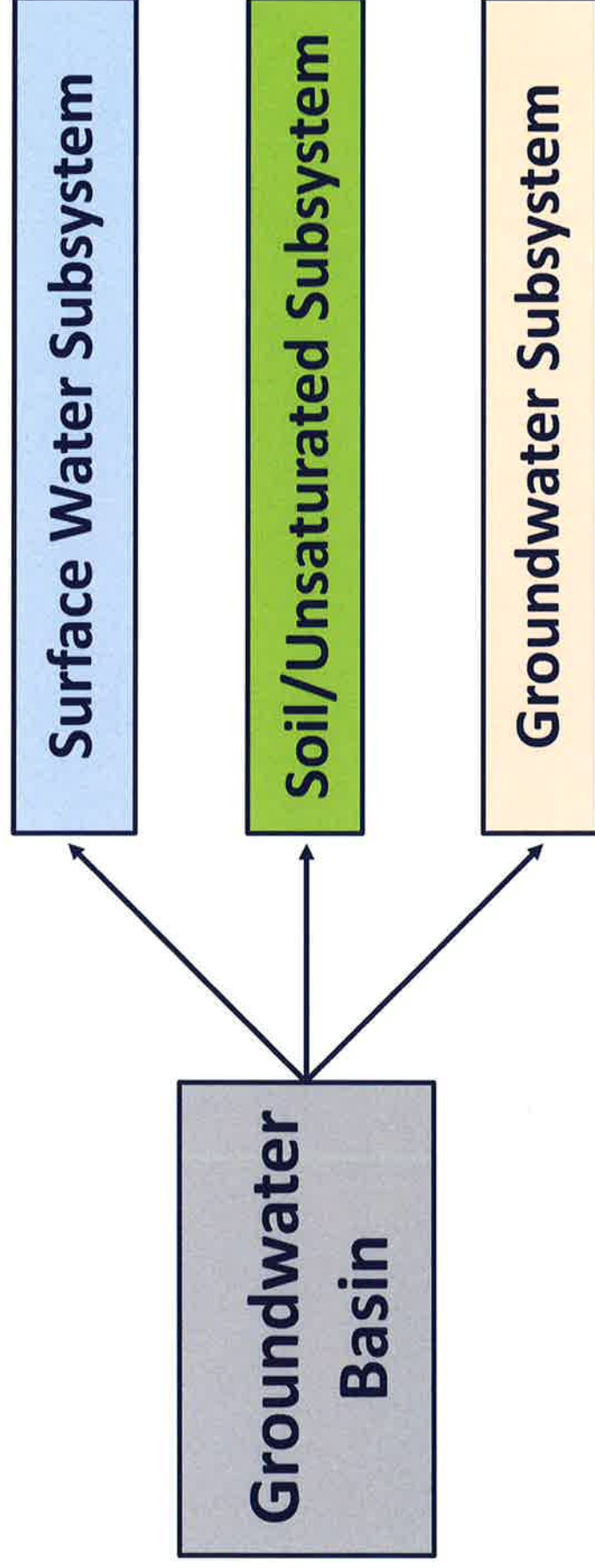
- **CCR 354.18 Water Budget**



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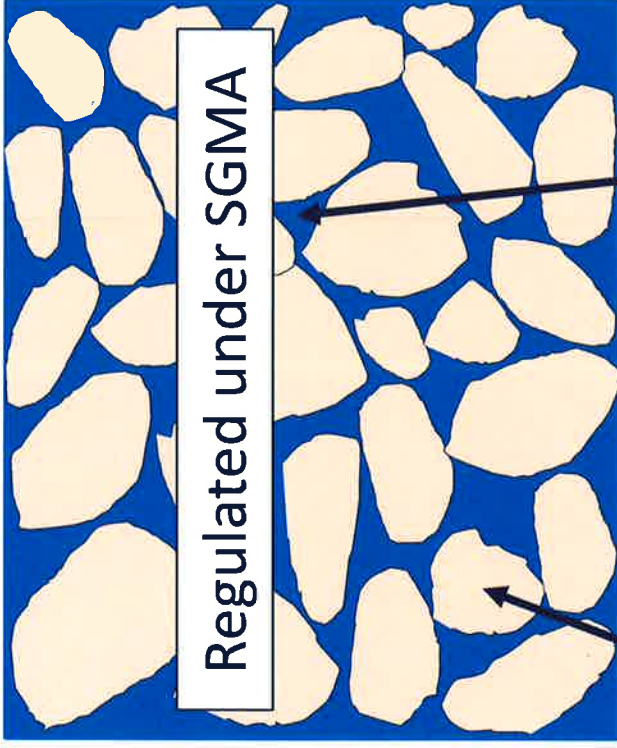
# Hydrogeologic Conceptual Models (HCMs)

*What is a Hydrogeologic Conceptual Model?*



# What is an aquifer?

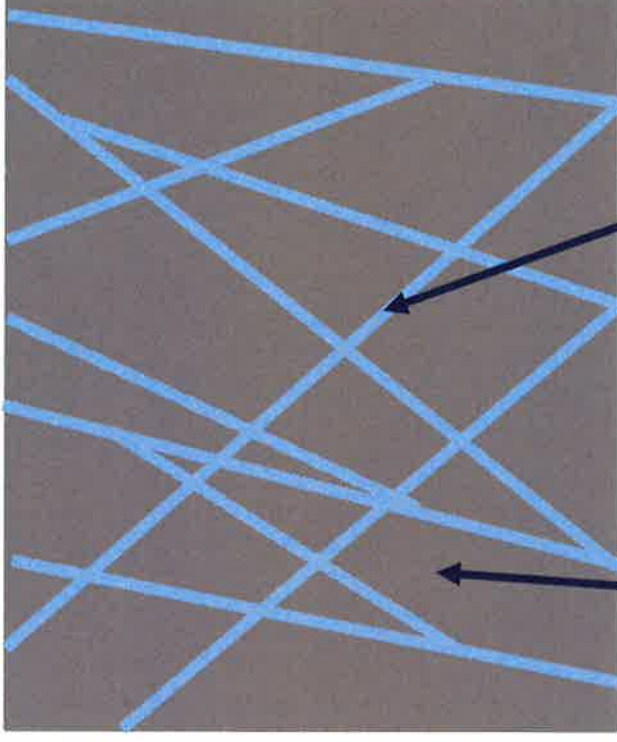
Sedimentary Aquifer



Sediment grain

Void space

Bedrock Aquifer



Bedrock

Fracture (crack)

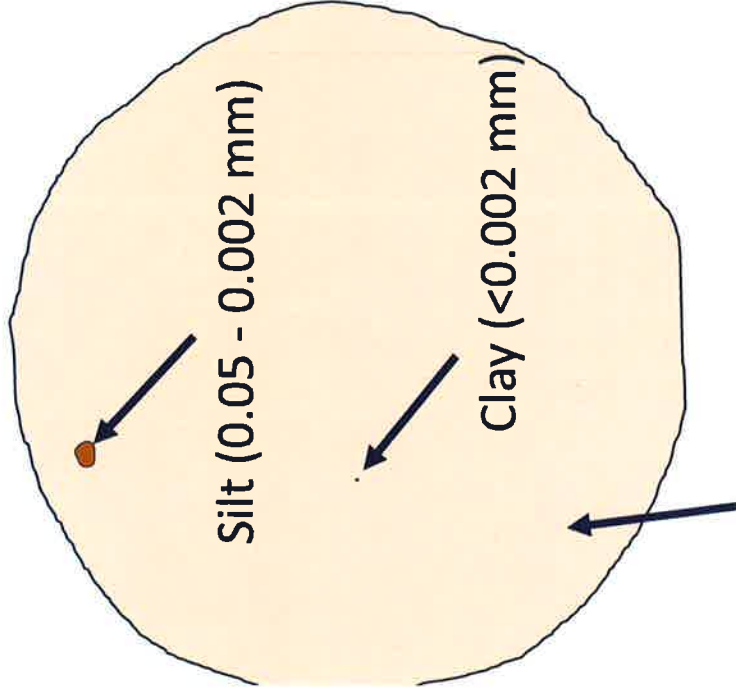
**A body of permeable rock that contains or transmit groundwater.**



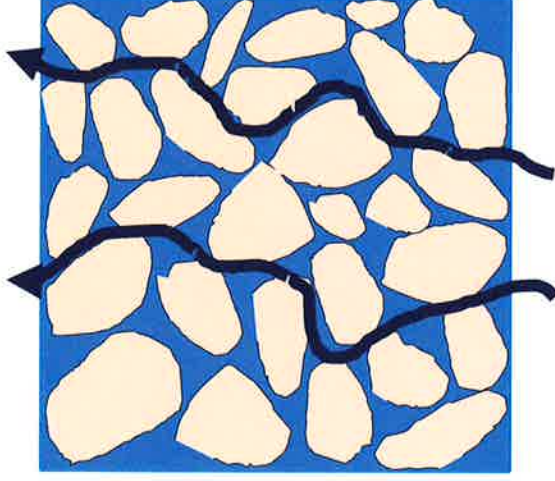
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# What is an aquitard?

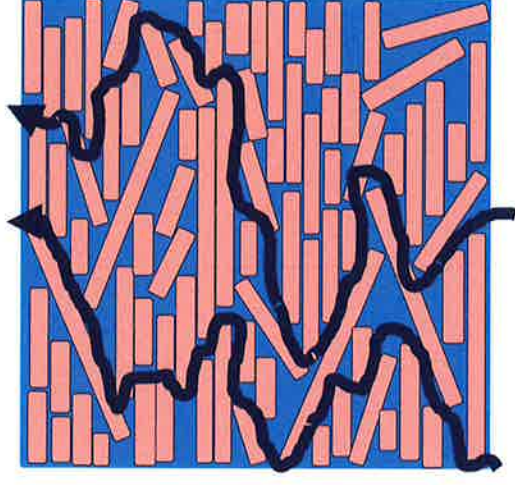
## Sediment Sizes



Sand



Clay



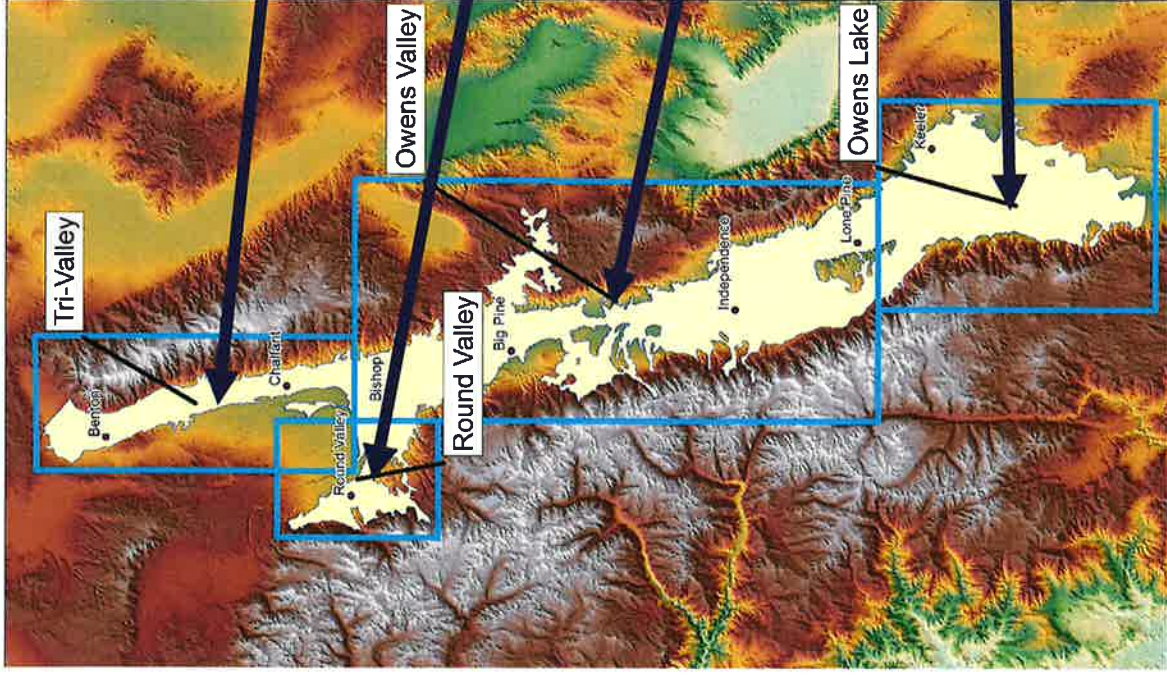
Sand (2.00 - 0.05 mm)

**A zone that restricts the flow of groundwater from one aquifer to another.**



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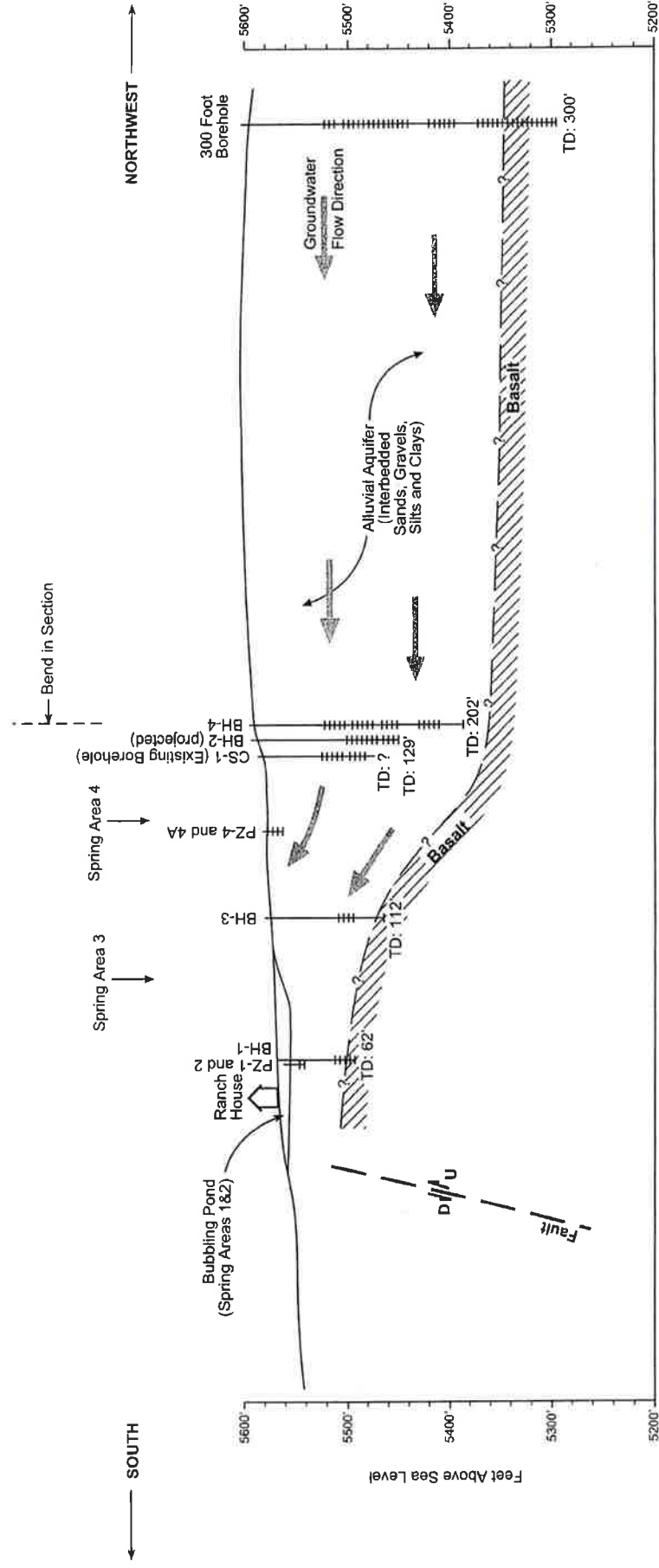
Hydrogeologic Conceptual Models (HCMs) are presented for four areas of the groundwater basin, followed by current data gaps for that area.



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# Tri-Valley - HCM

Only one cross section found for Tri-Valley area, but location is currently unknown.



Dames & Moore

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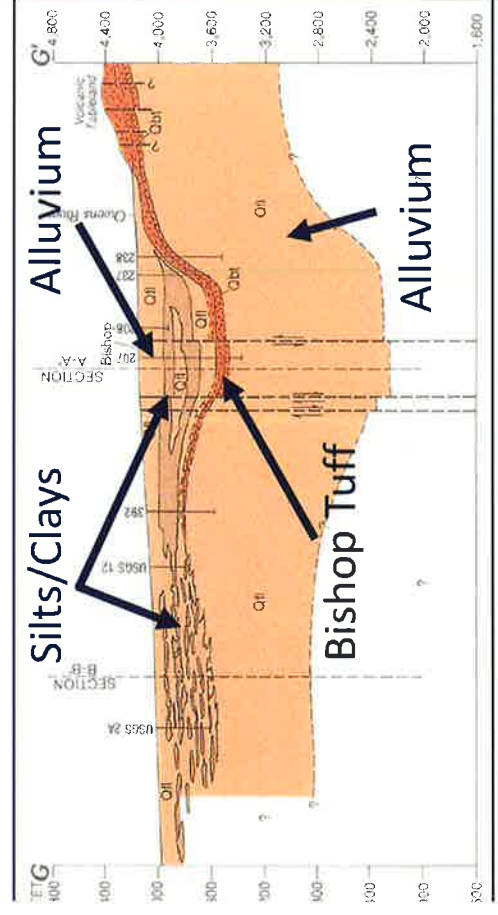


# Tri-Valley - HCM



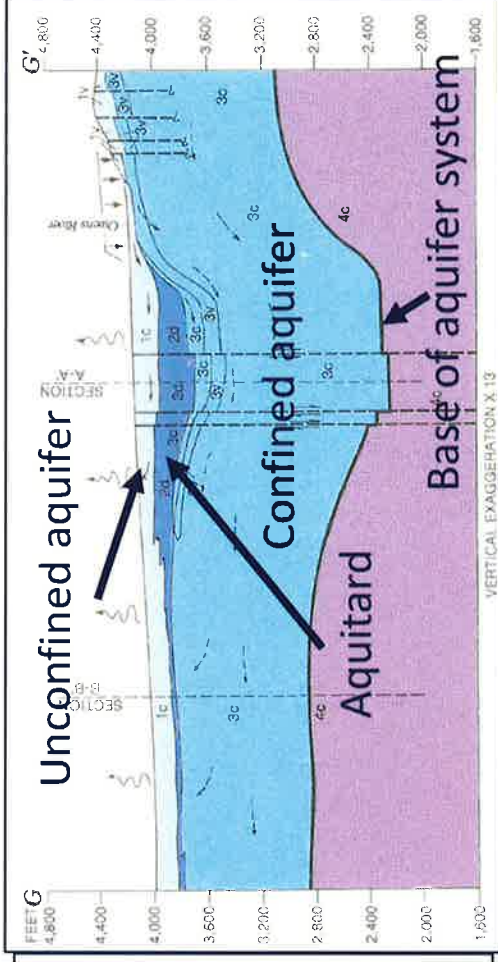
Cross-Section Line

## Geology



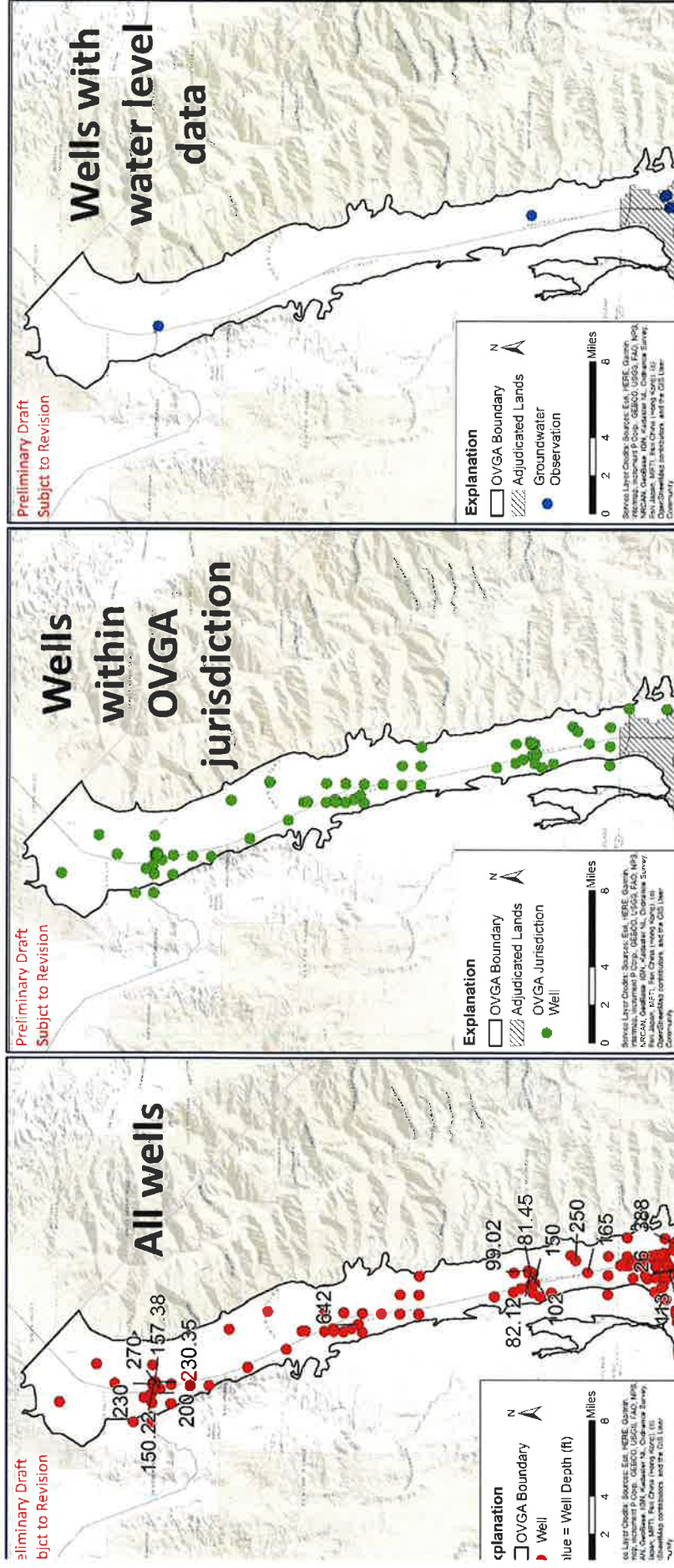
ollett and others (1991)

## Hydrogeology



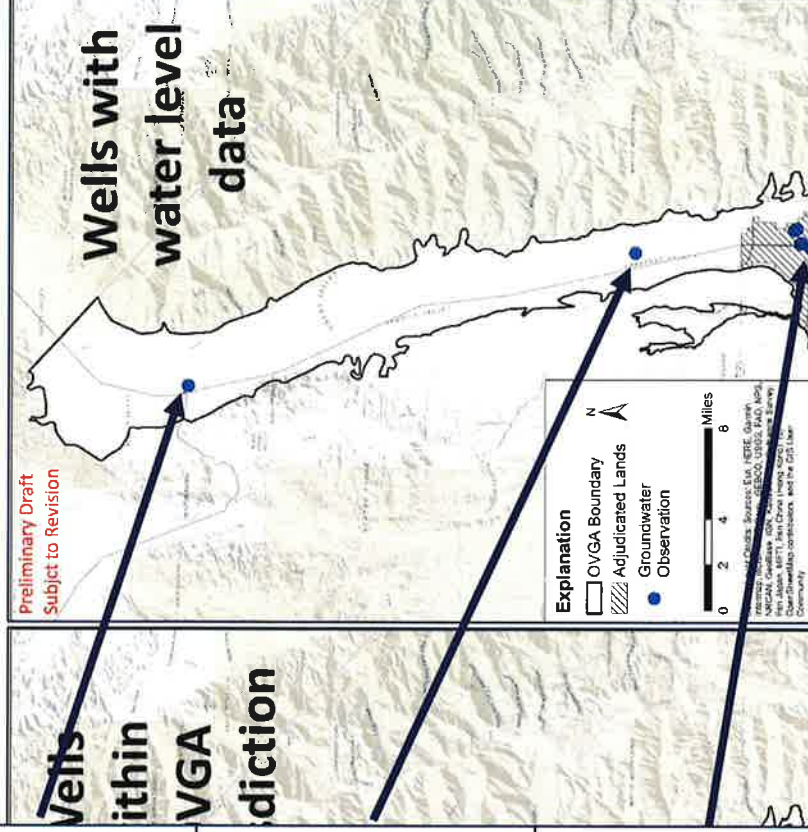
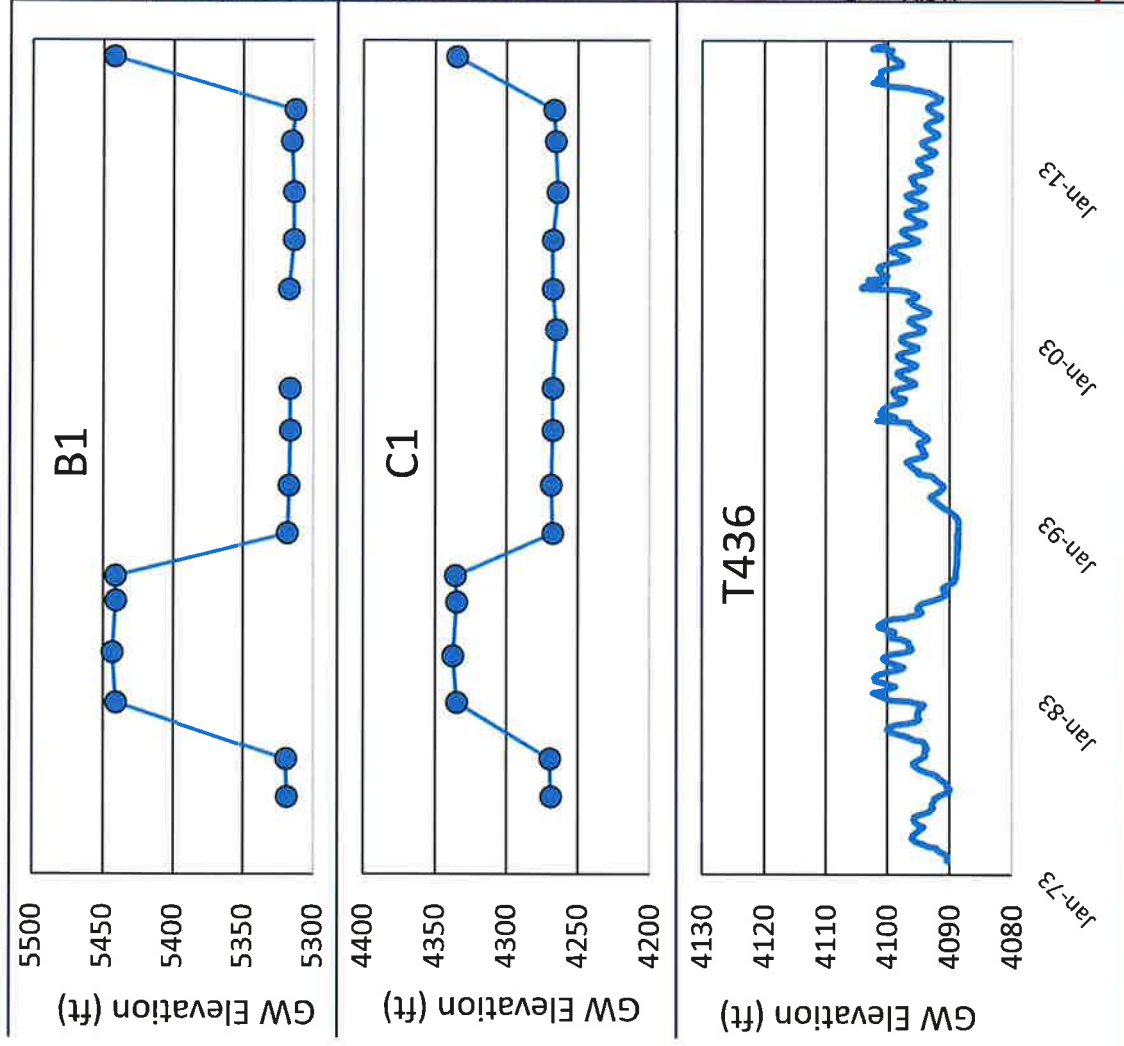
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# Tri-Valley - Data Gaps



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# Tri-Valley - Data Gaps



100



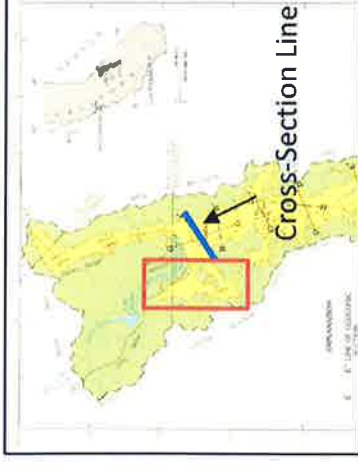
# Tri-Valley - Current Data Gap Summary

- Area-specific cross section (subsurface geology)
- Rainfall-runoff model only (no groundwater water)
- Well construction data
- Monitoring data
  - Groundwater levels
  - Water quality
  - Pumping data

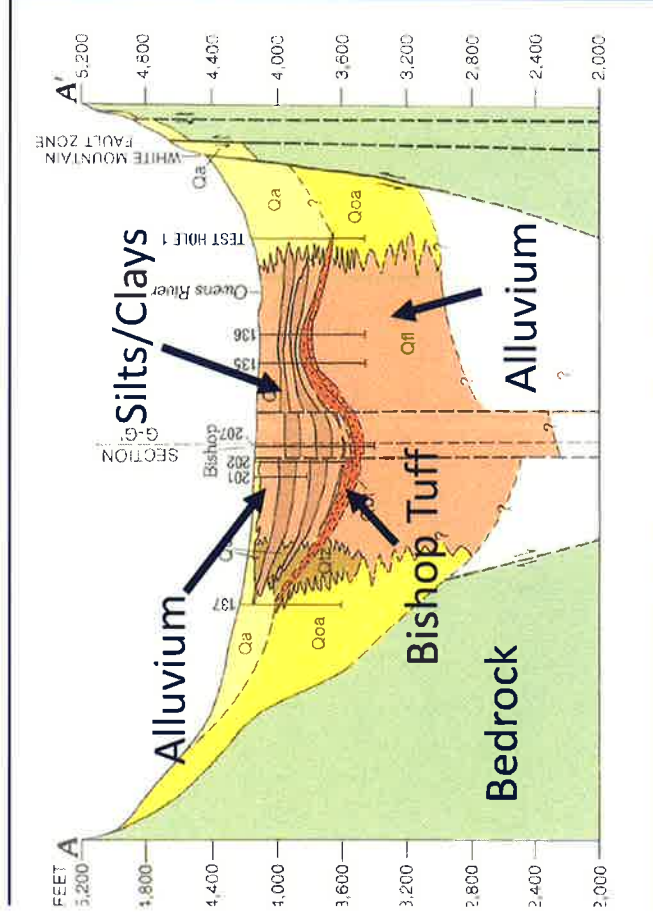


# Round Valley - HCM

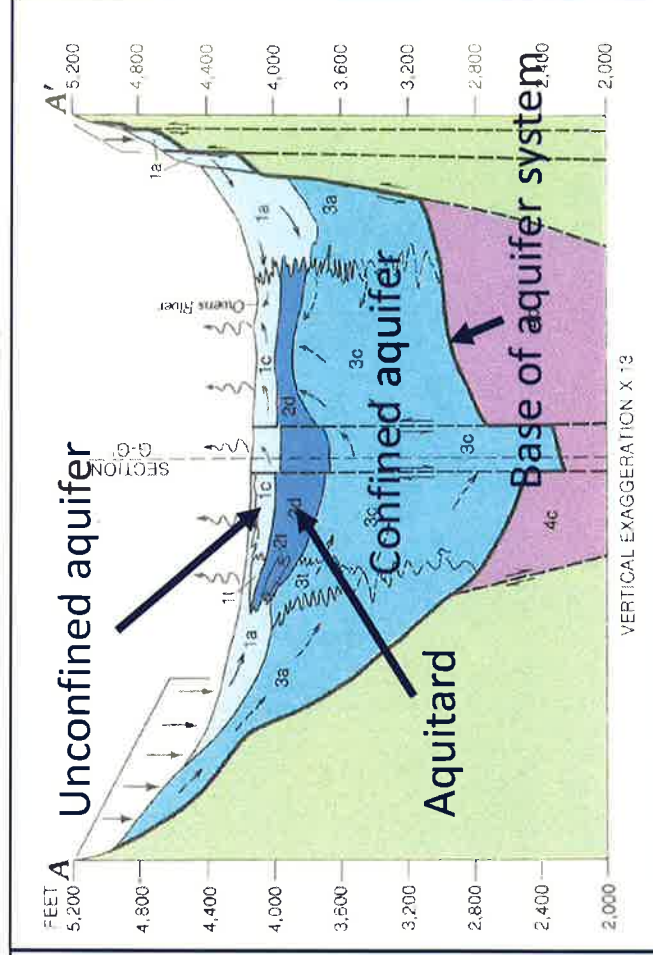
No previous cross sections developed for the Round Valley area. Nearest is for the Bishop area.



## Geology



## Hydrogeology

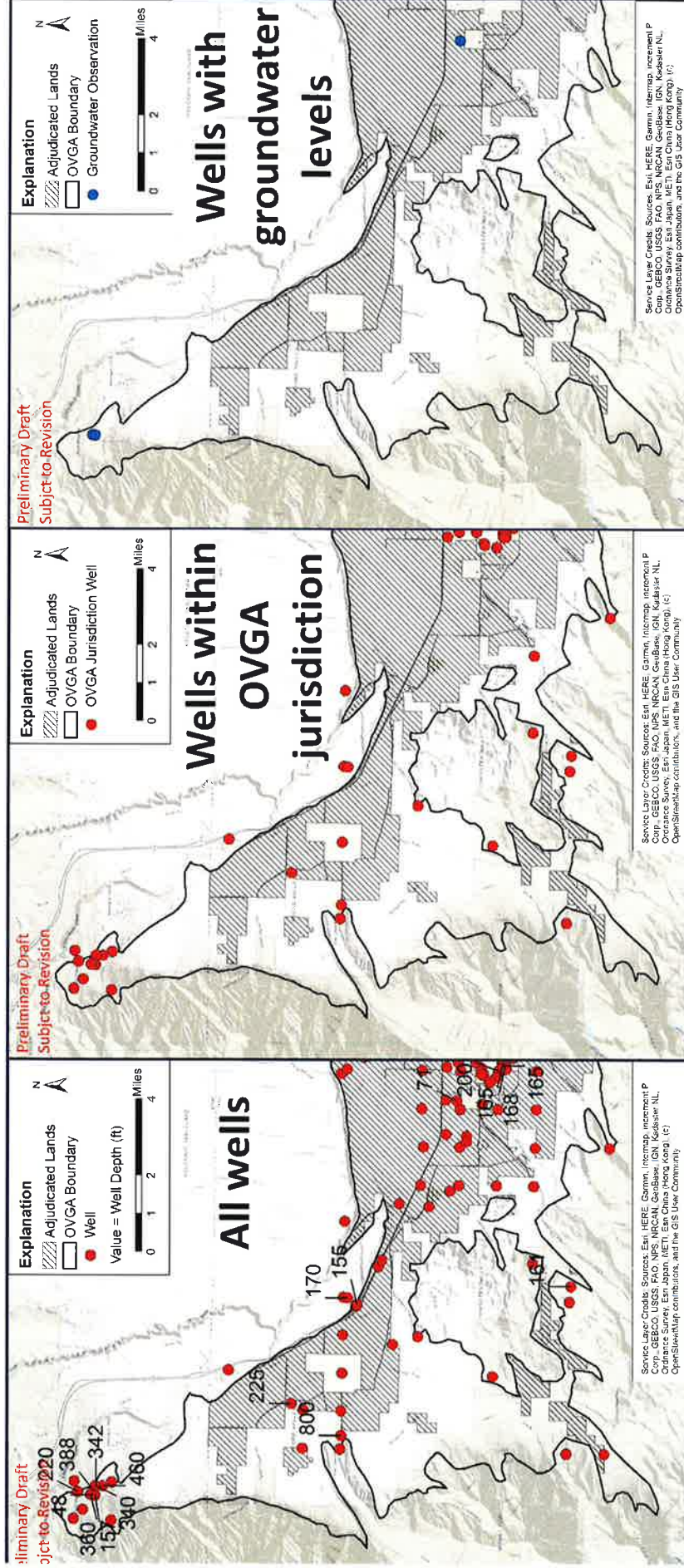


Hollett and others (1991)



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# Round Valley - Data Gaps

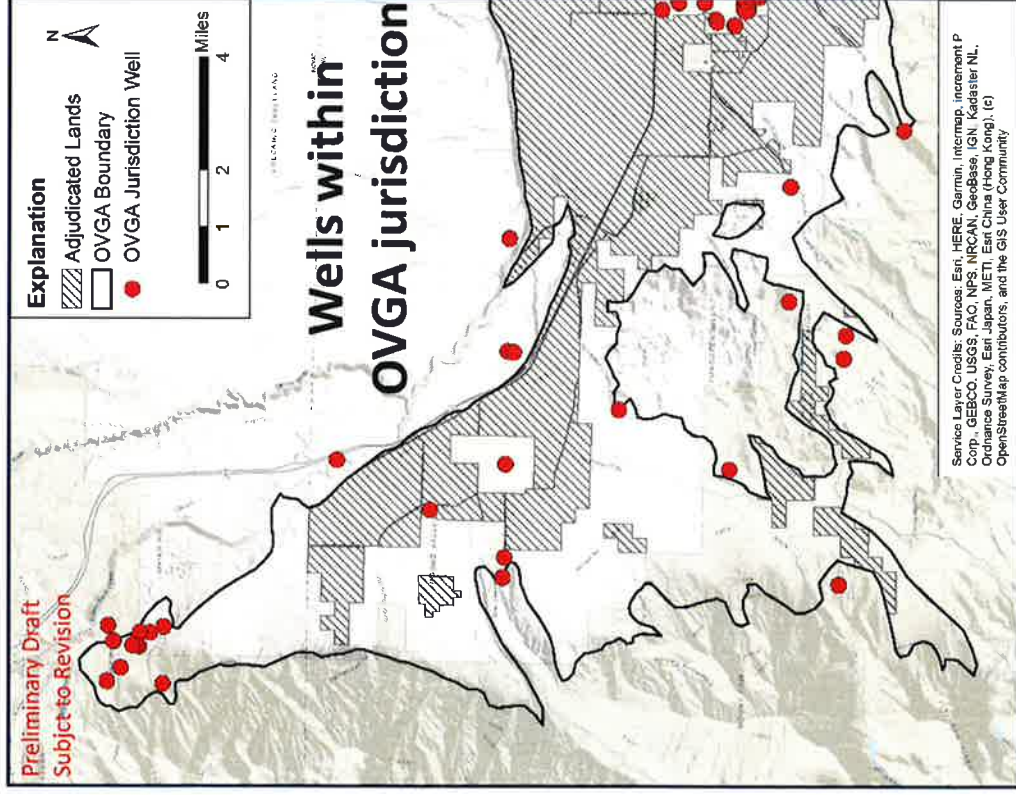


**Daniel B. Stephens & Associates, Inc.**



***Daniel B. Stephens & Associates, Inc.***

# Round Valley - Data Gaps



**No Round Valley area pumping  
data currently in database**



**Daniel B. Stephens & Associates, Inc.**

# Round Valley - Current Data Gap Summary

- Area-specific cross section (subsurface geology)
- No numerical model for area
- Well construction data
- Monitoring data
  - Groundwater levels
  - Water quality
  - Pumping data

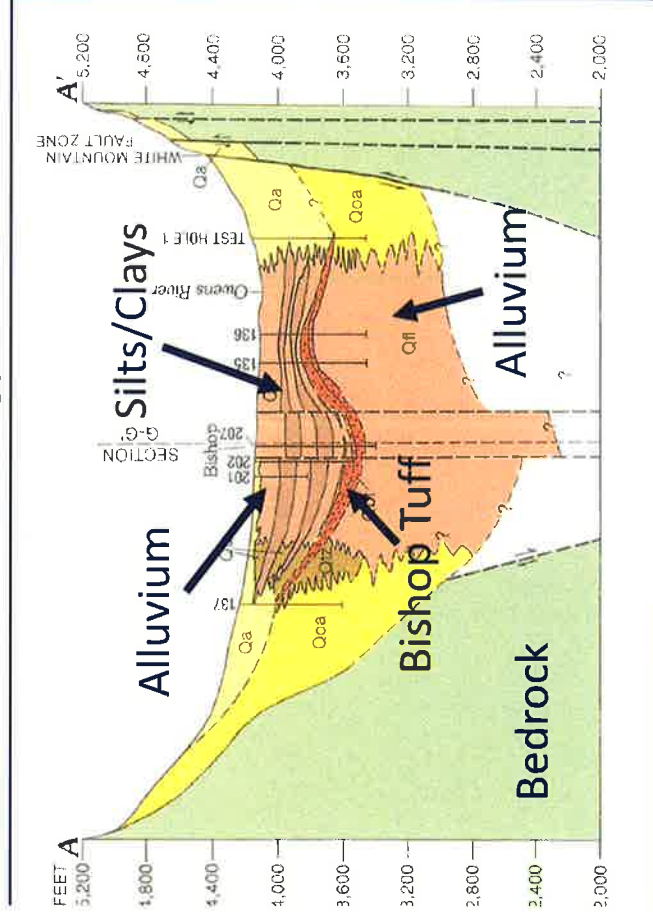


# Owens Valley - HCM

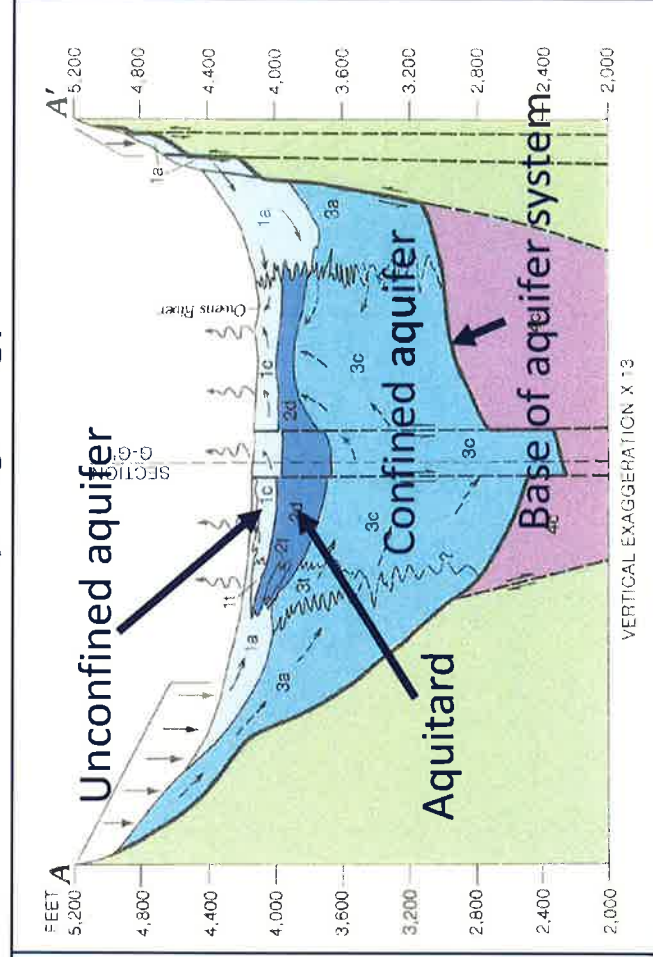


Cross-Section Line

## Geology



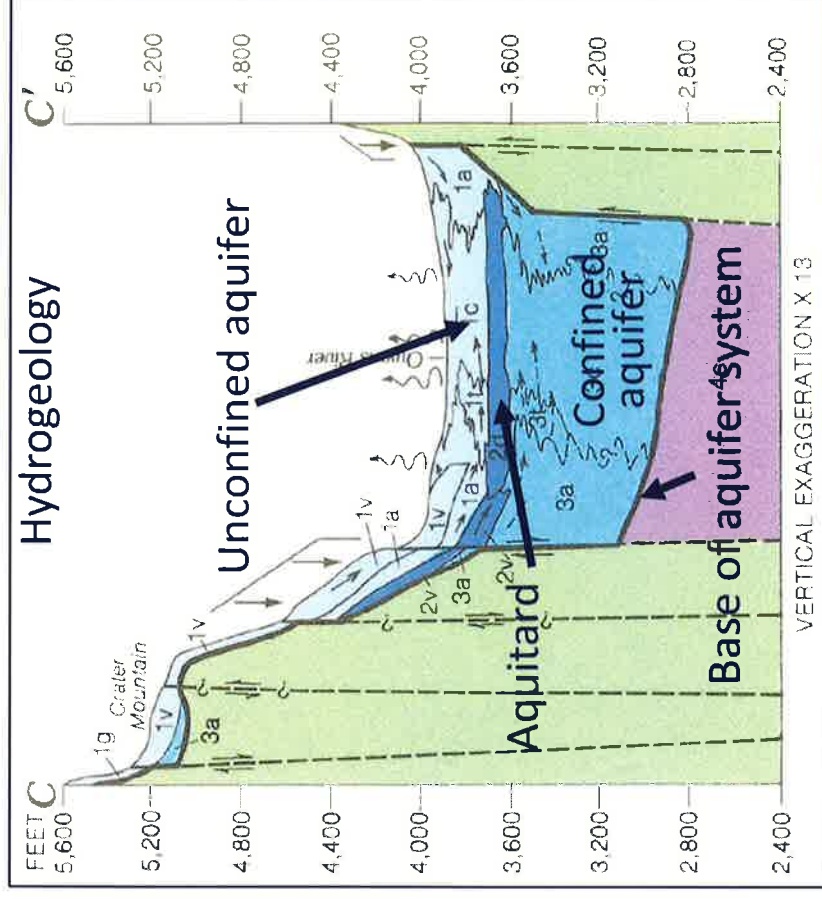
## Hydrogeology



Hollett and others (1991)



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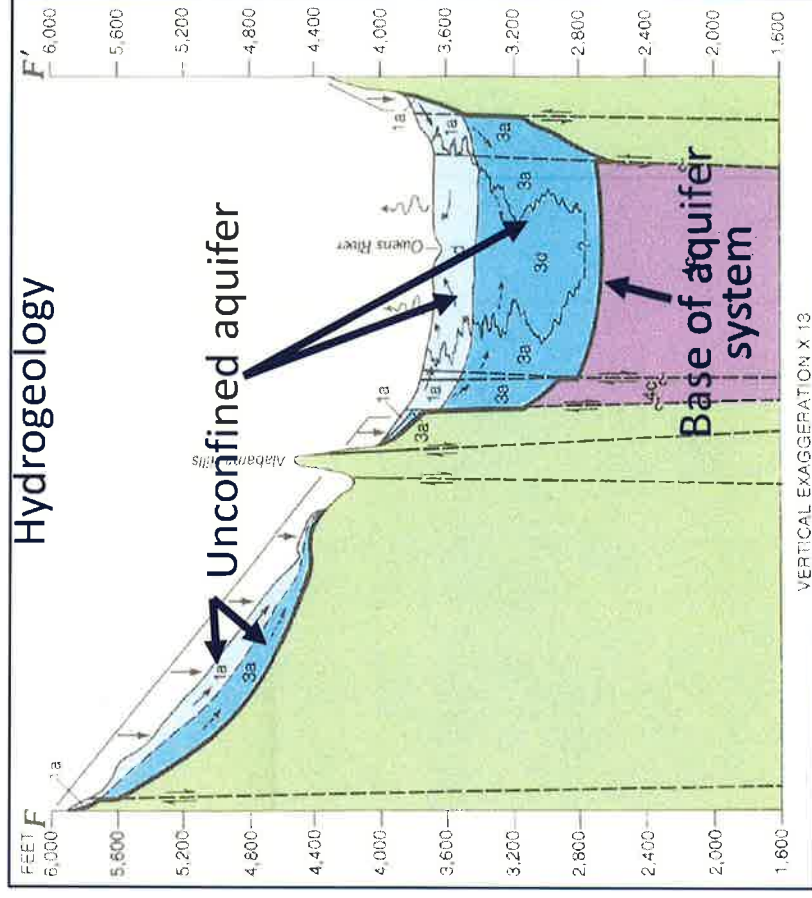
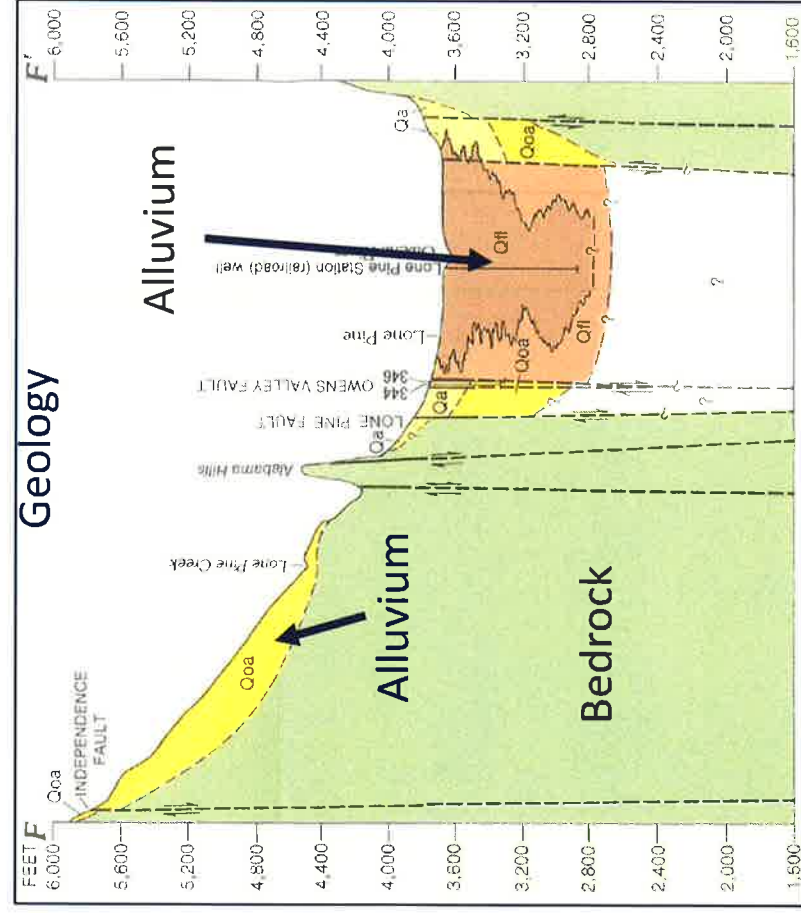
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# Owens Valley - HCM



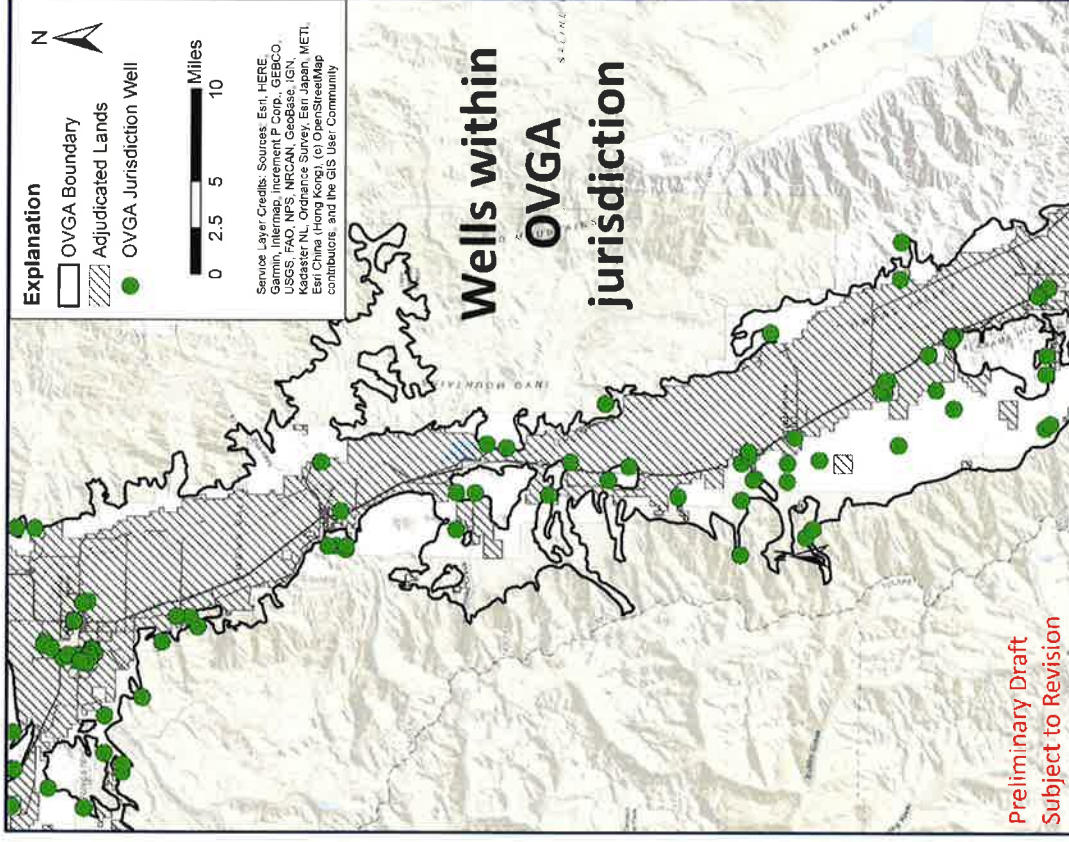
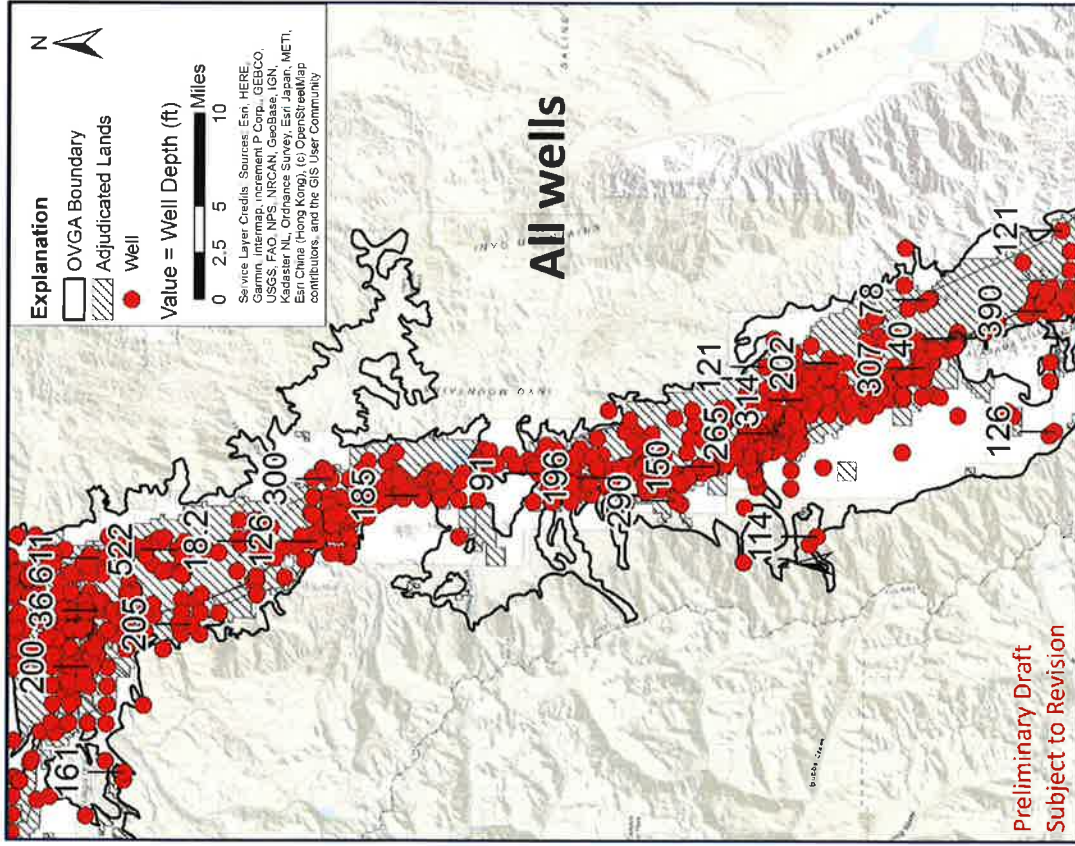
Cross-Section Line



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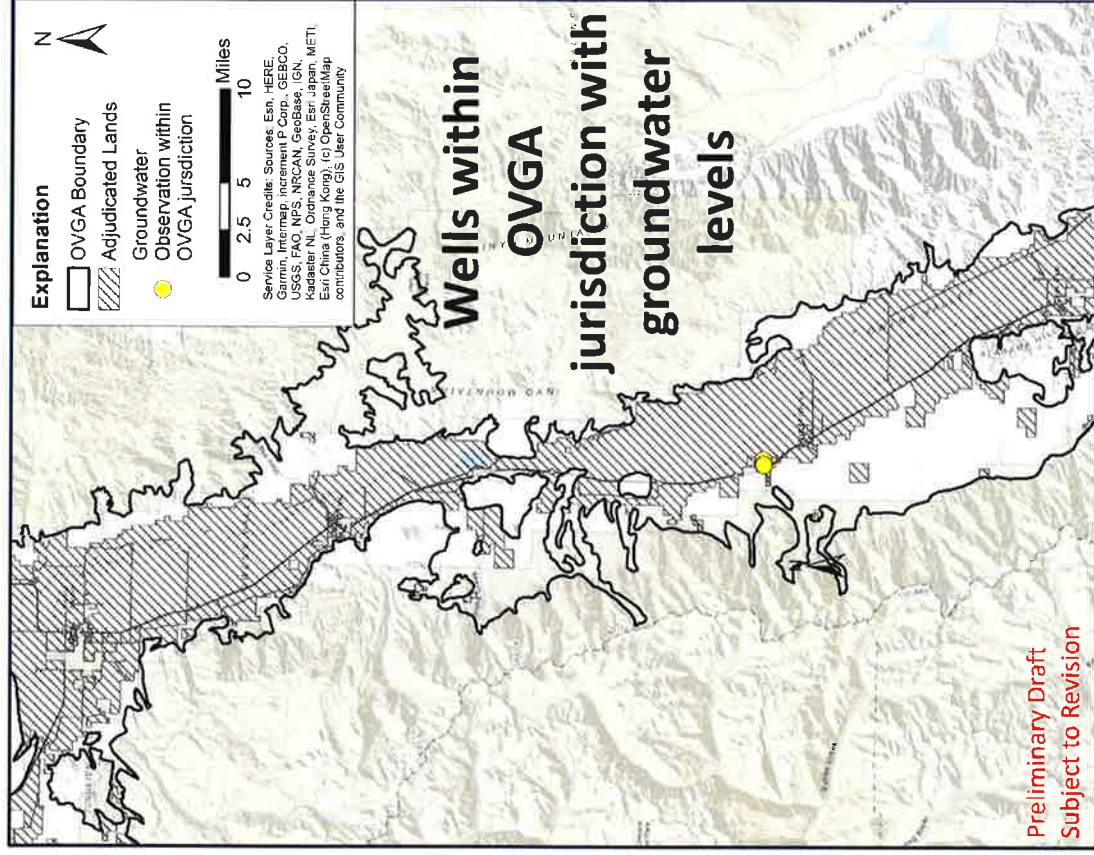
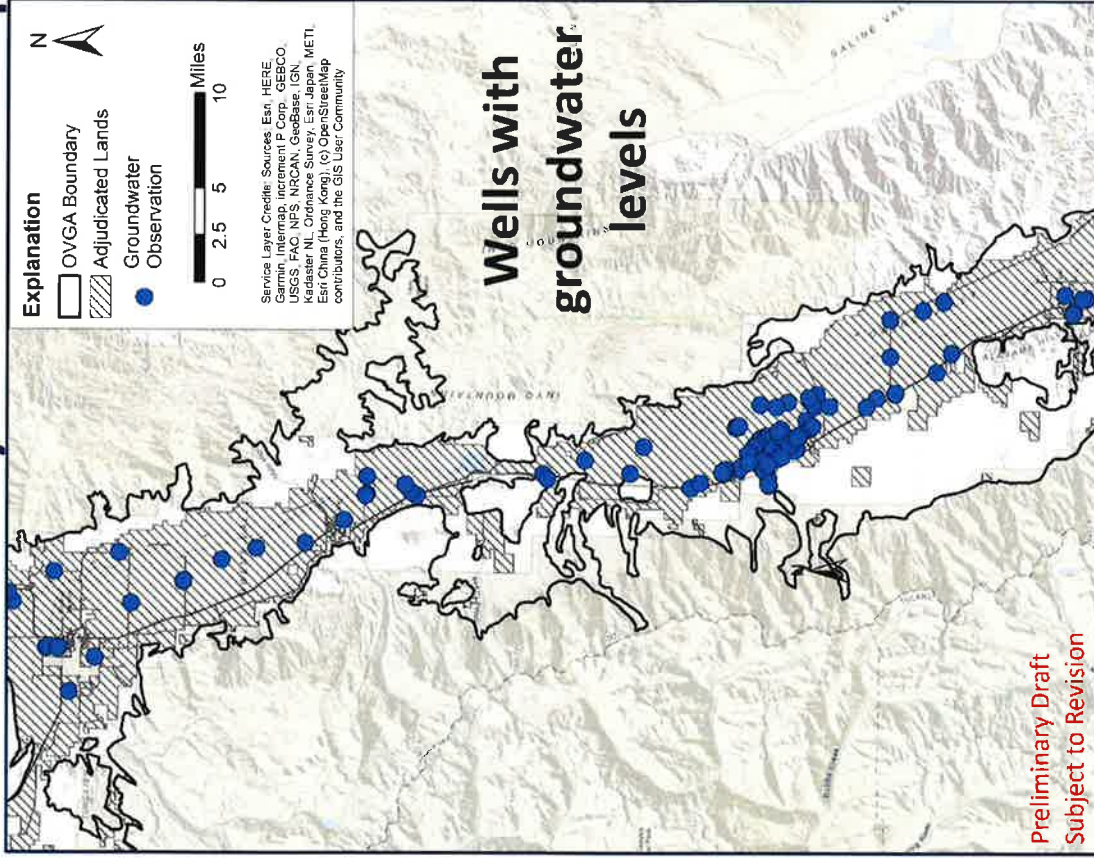
Hollett and others (1991)

# Owens Valley - Data Gaps



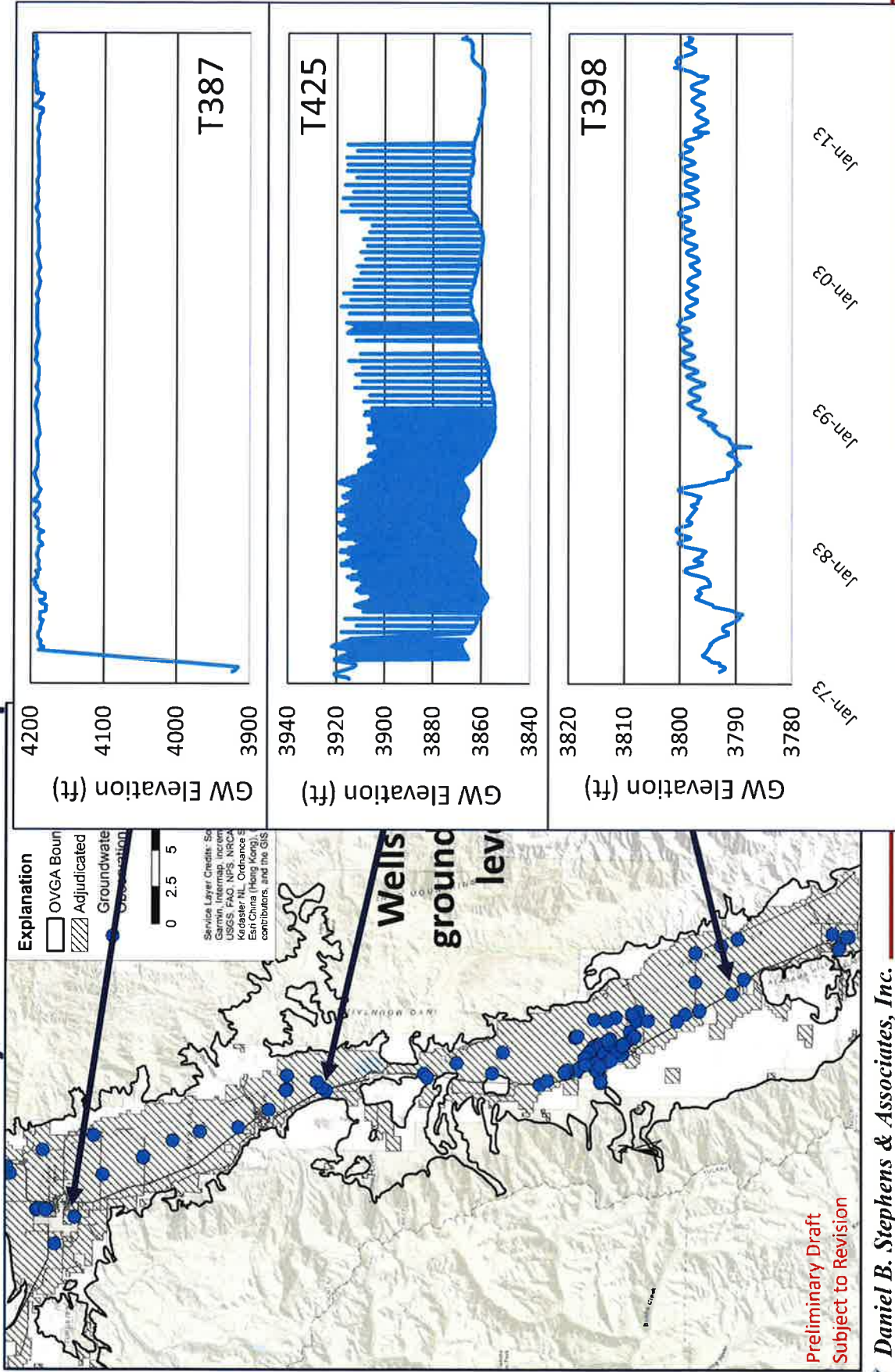
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# Owens Valley - Data Gaps



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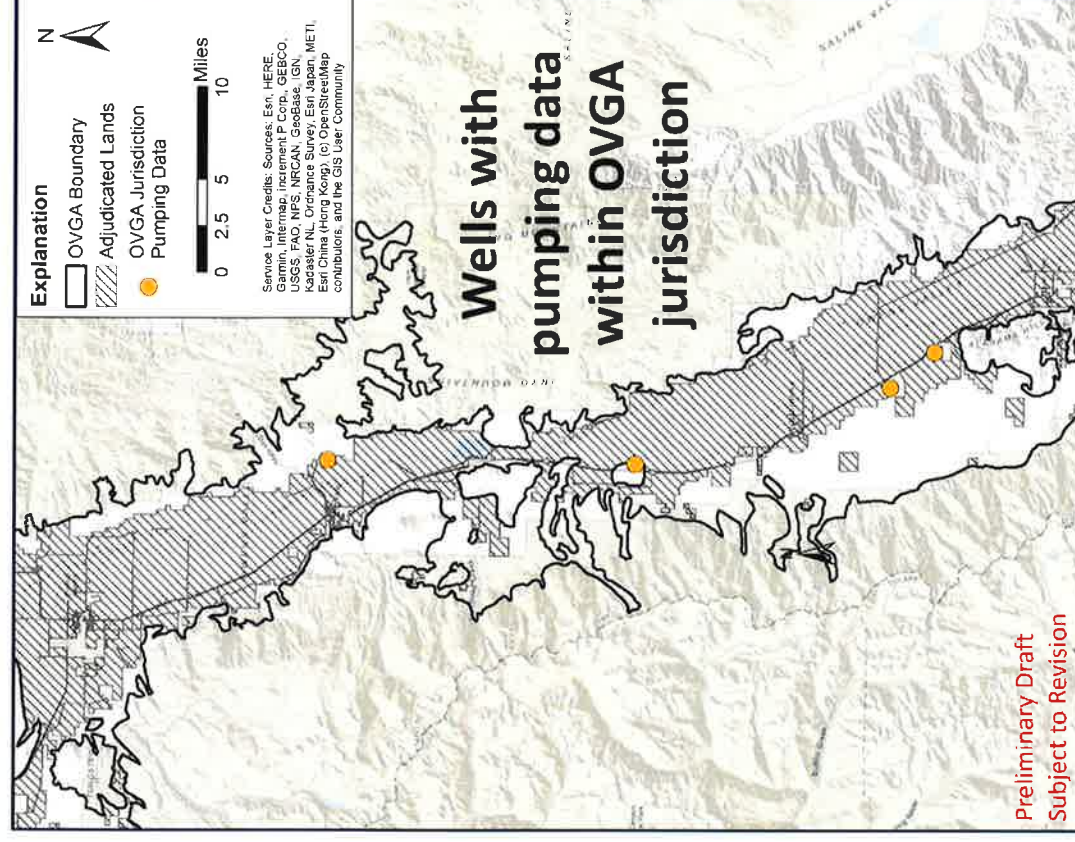
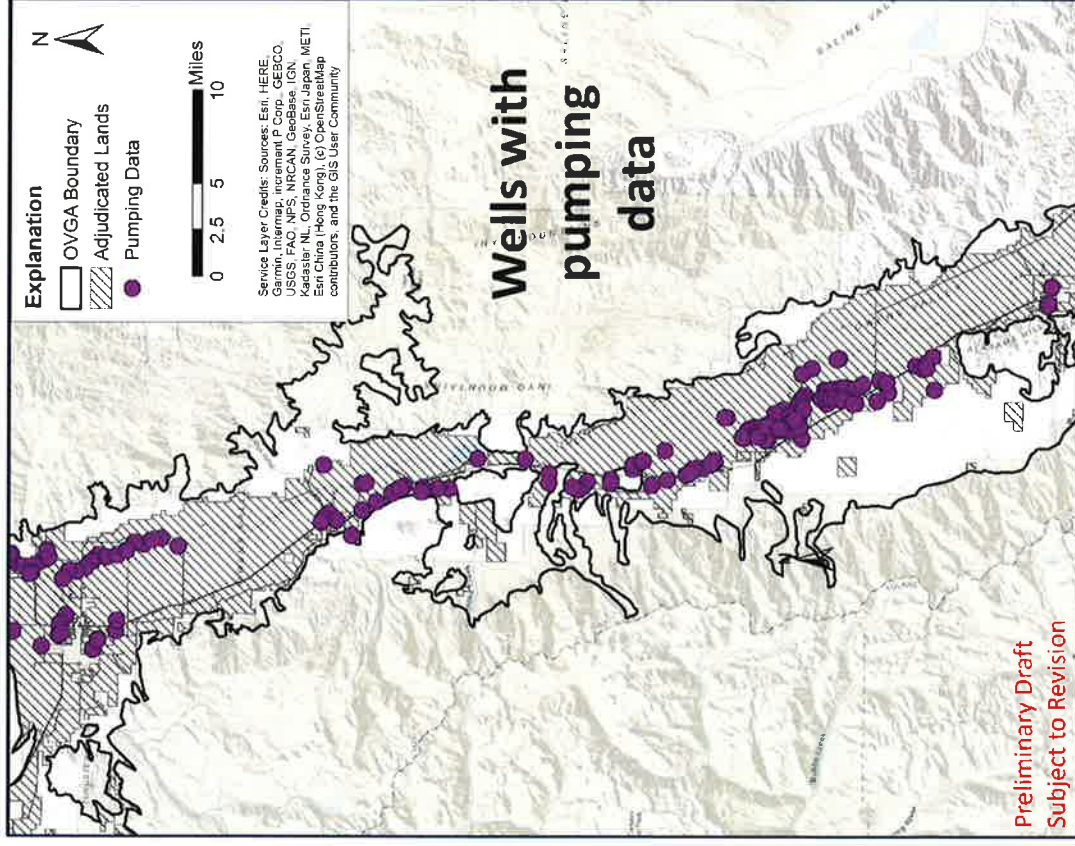


Preliminary Draft  
Subject to Revision

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# Owens Valley - Data Gaps



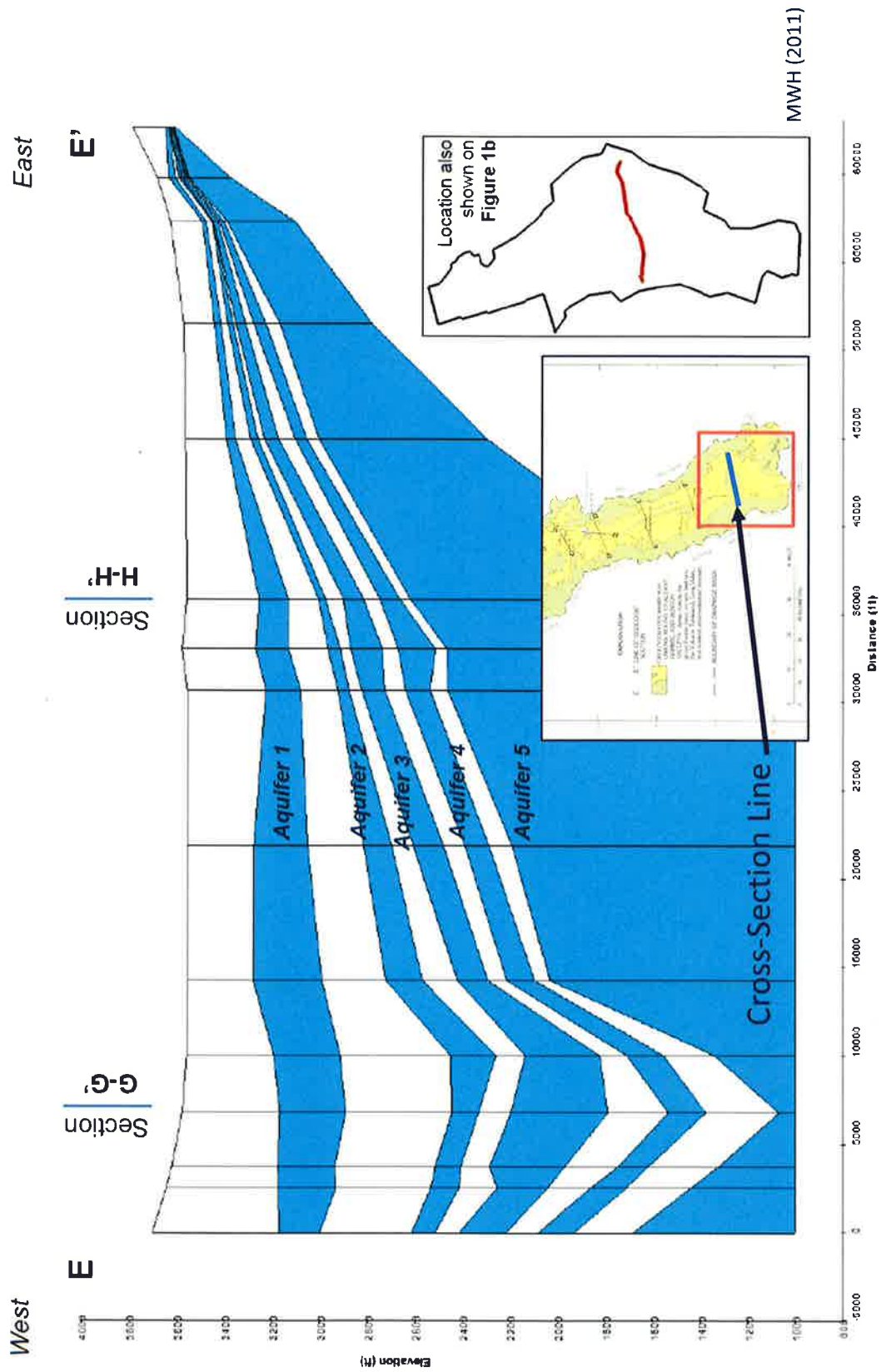
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# Owens Valley - Data Gap Summary

- Well construction data
- Monitoring data outside adjudicated area
  - Groundwater levels
  - Water quality
  - Pumping data

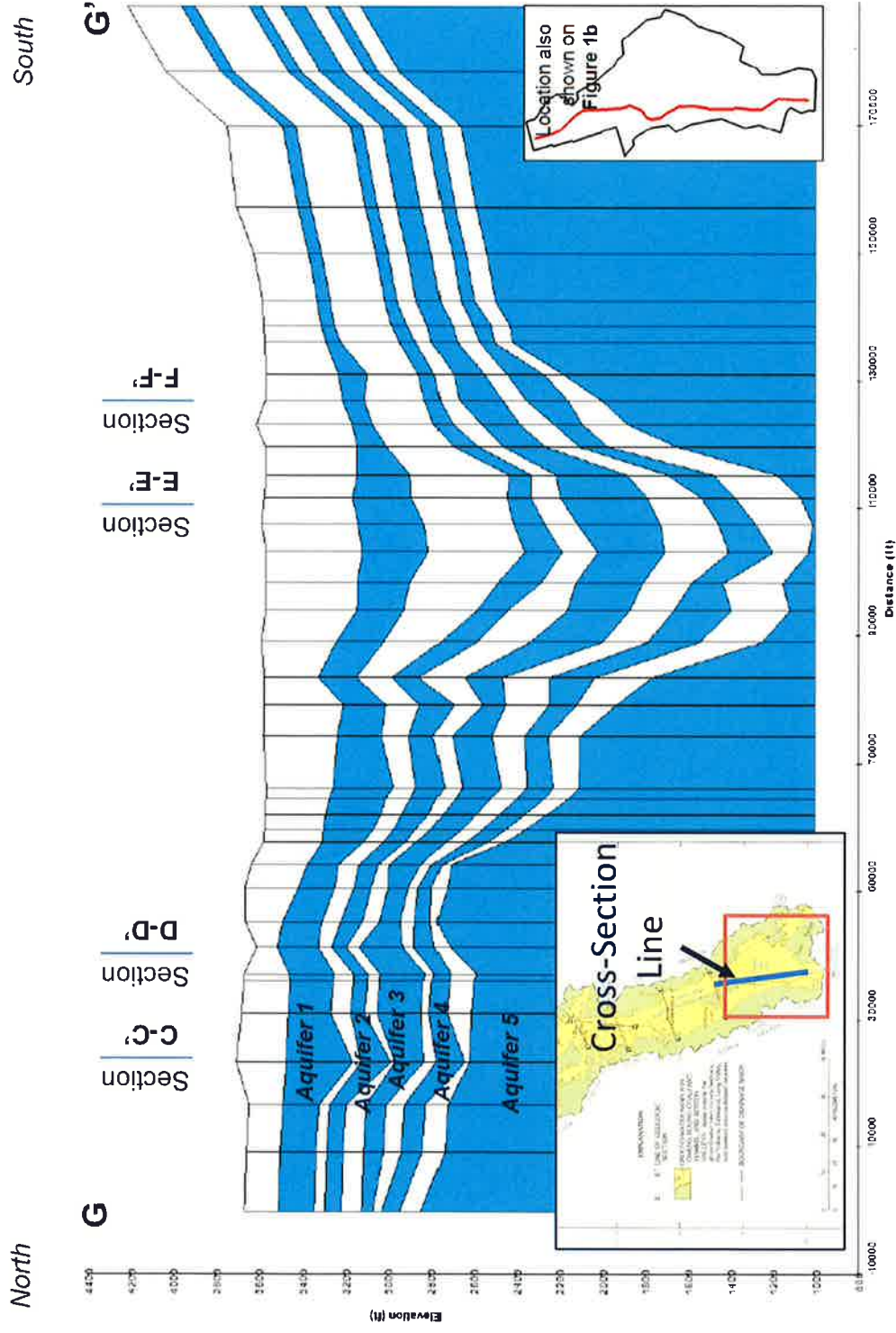


# Owens Lake - HCM



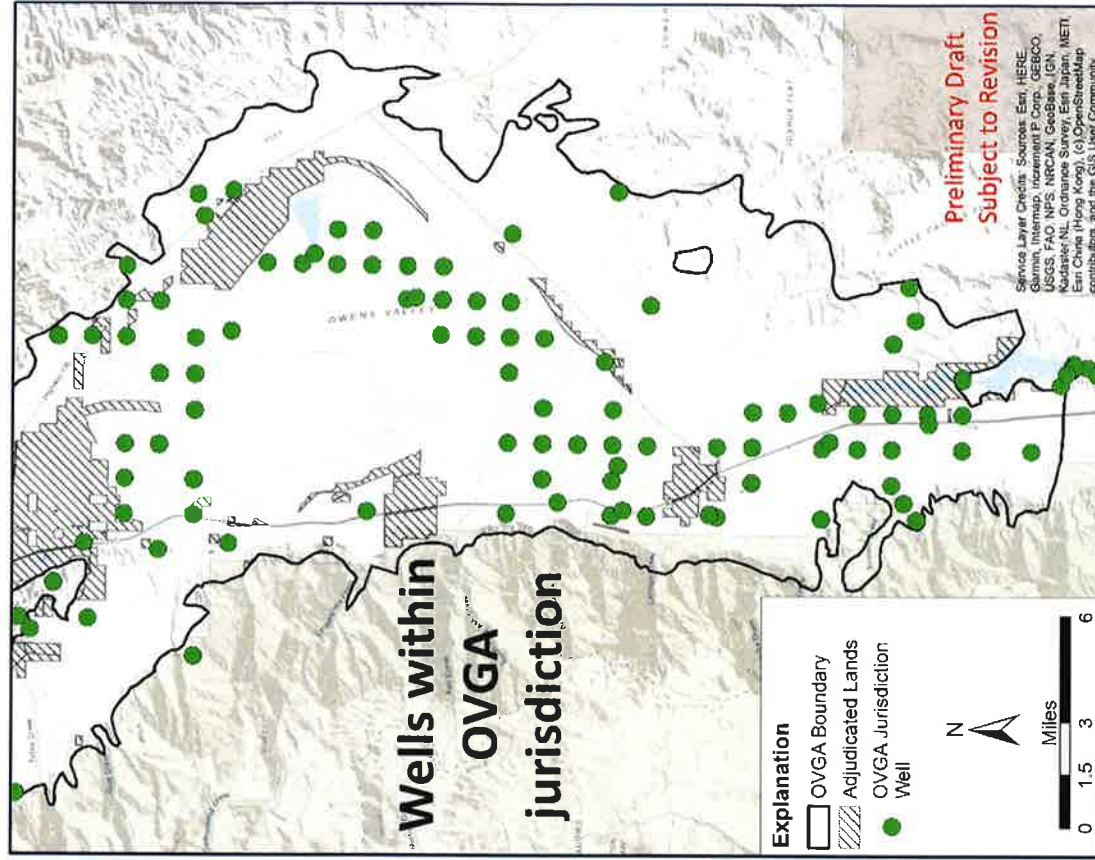
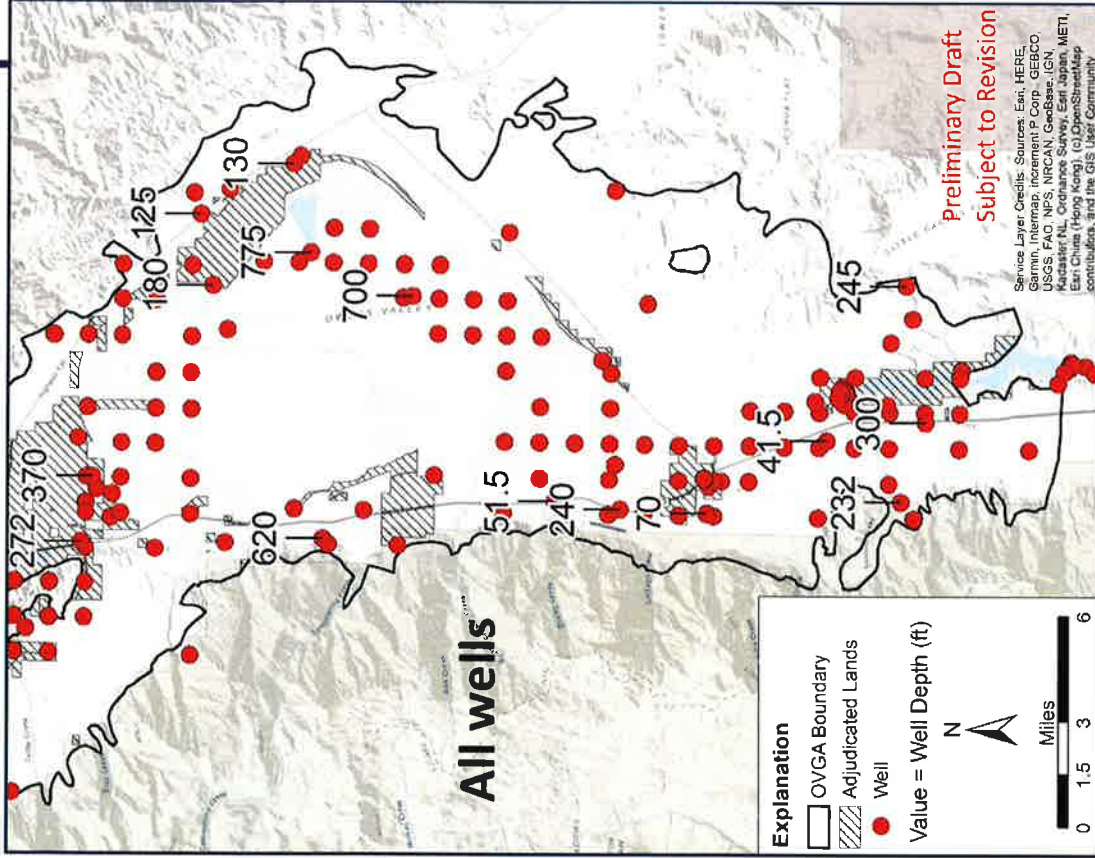
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# Owens Lake - HCM

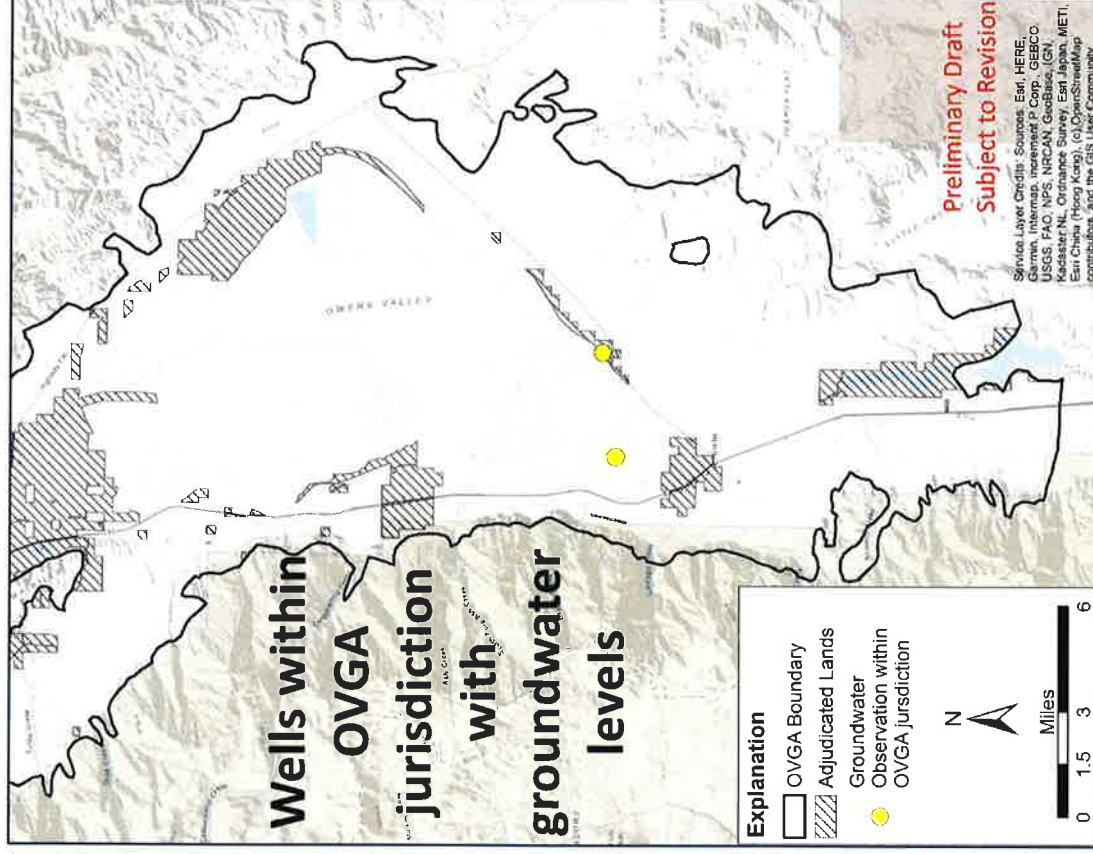
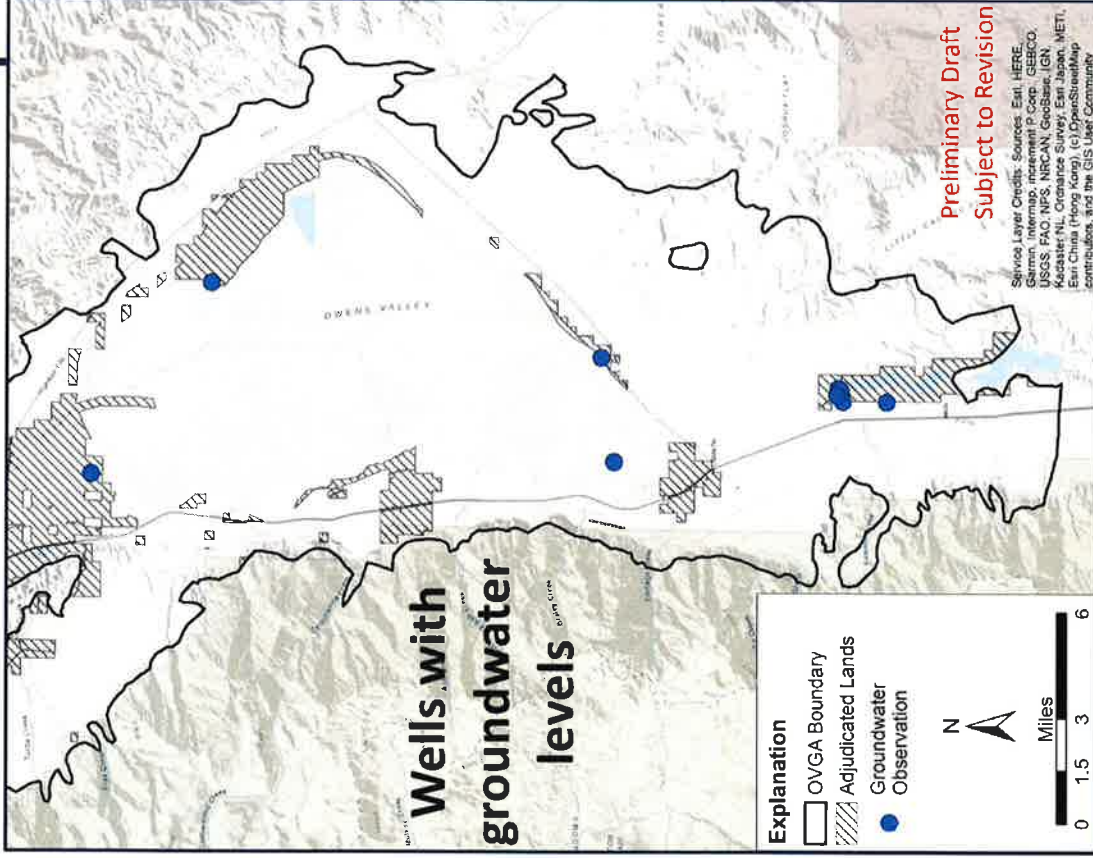


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# Owens Lake - Data Gaps



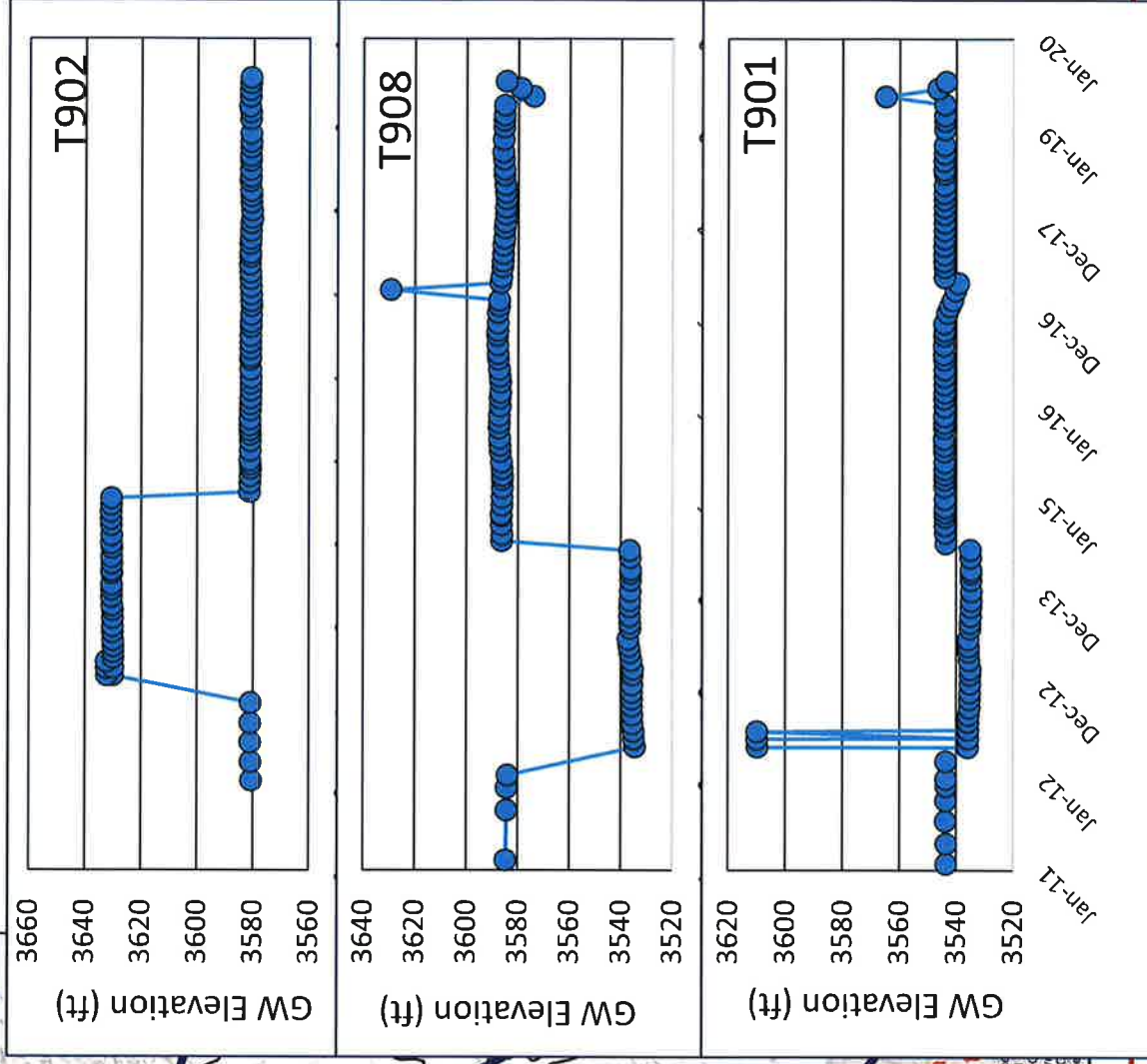
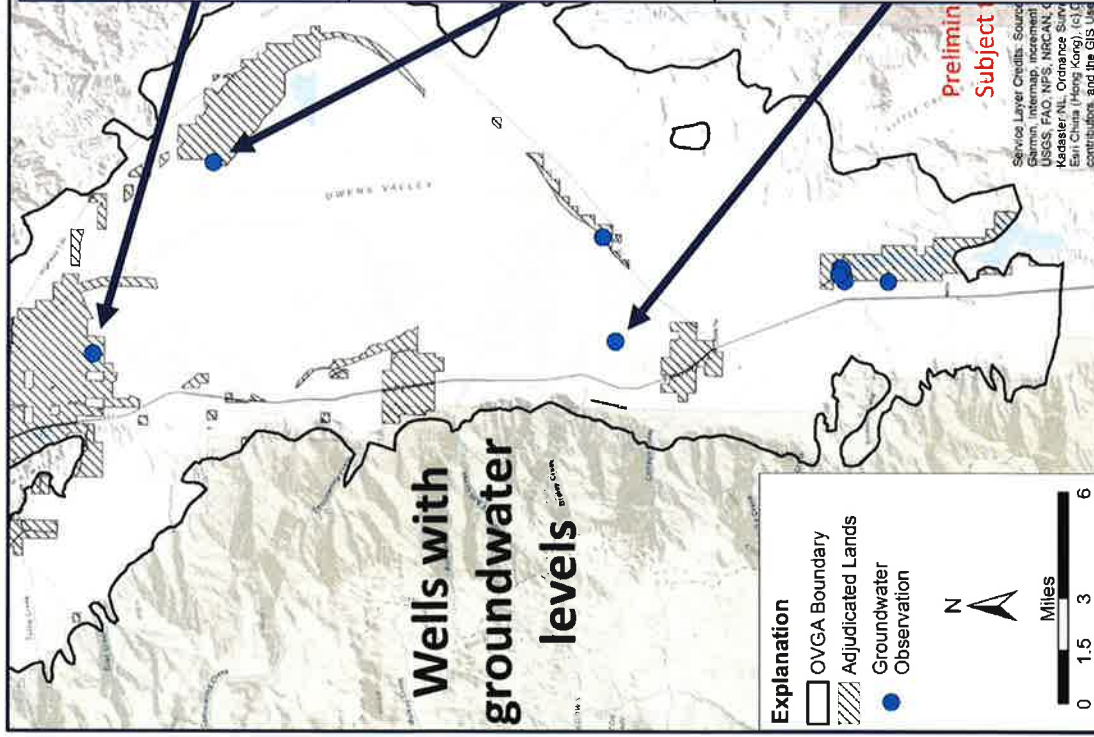
# Owens Lake - Data Gaps



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# Owens Lake - Data Gaps



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100

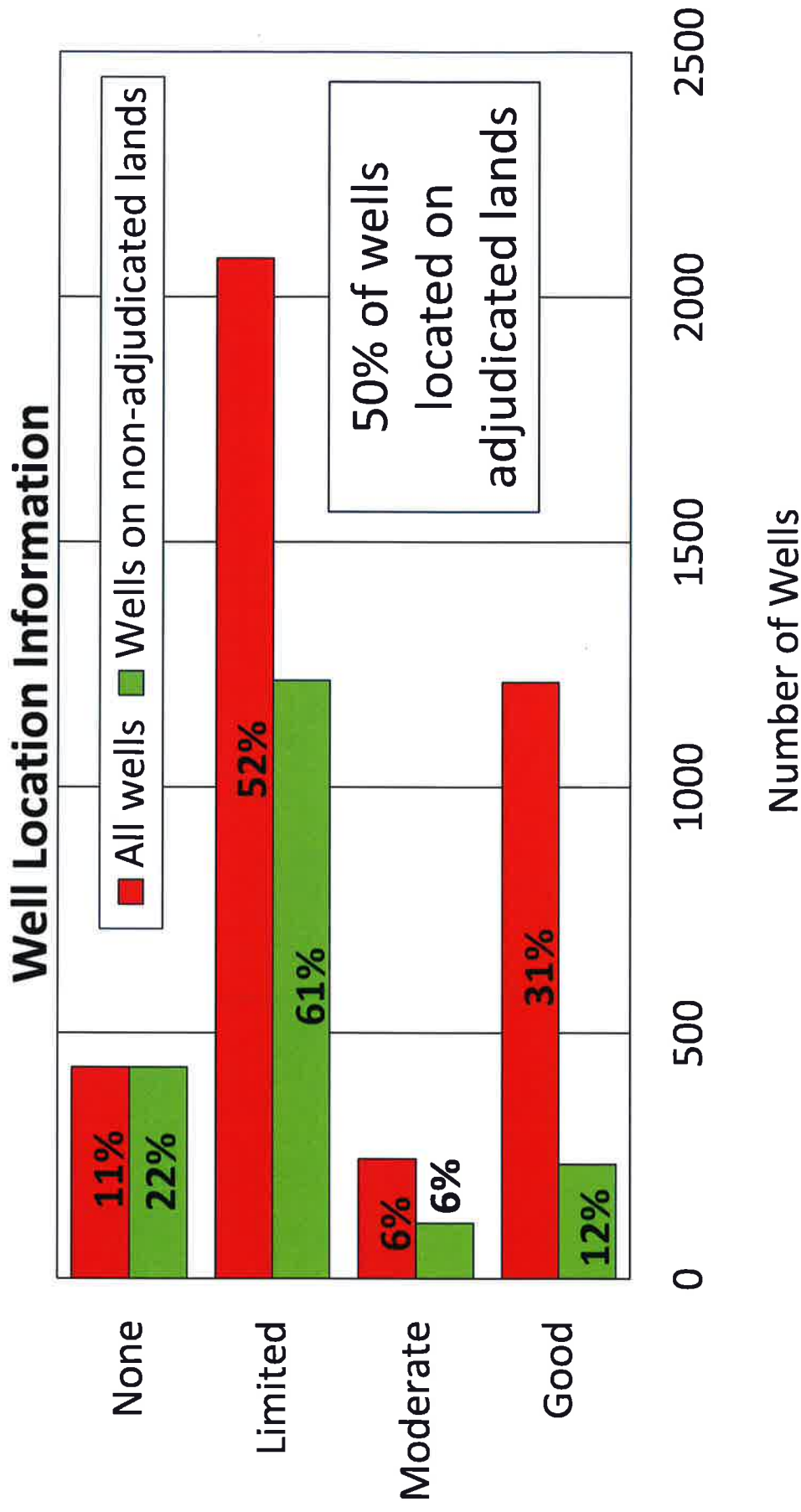


# Owens Lake - Current Data Gap Summary

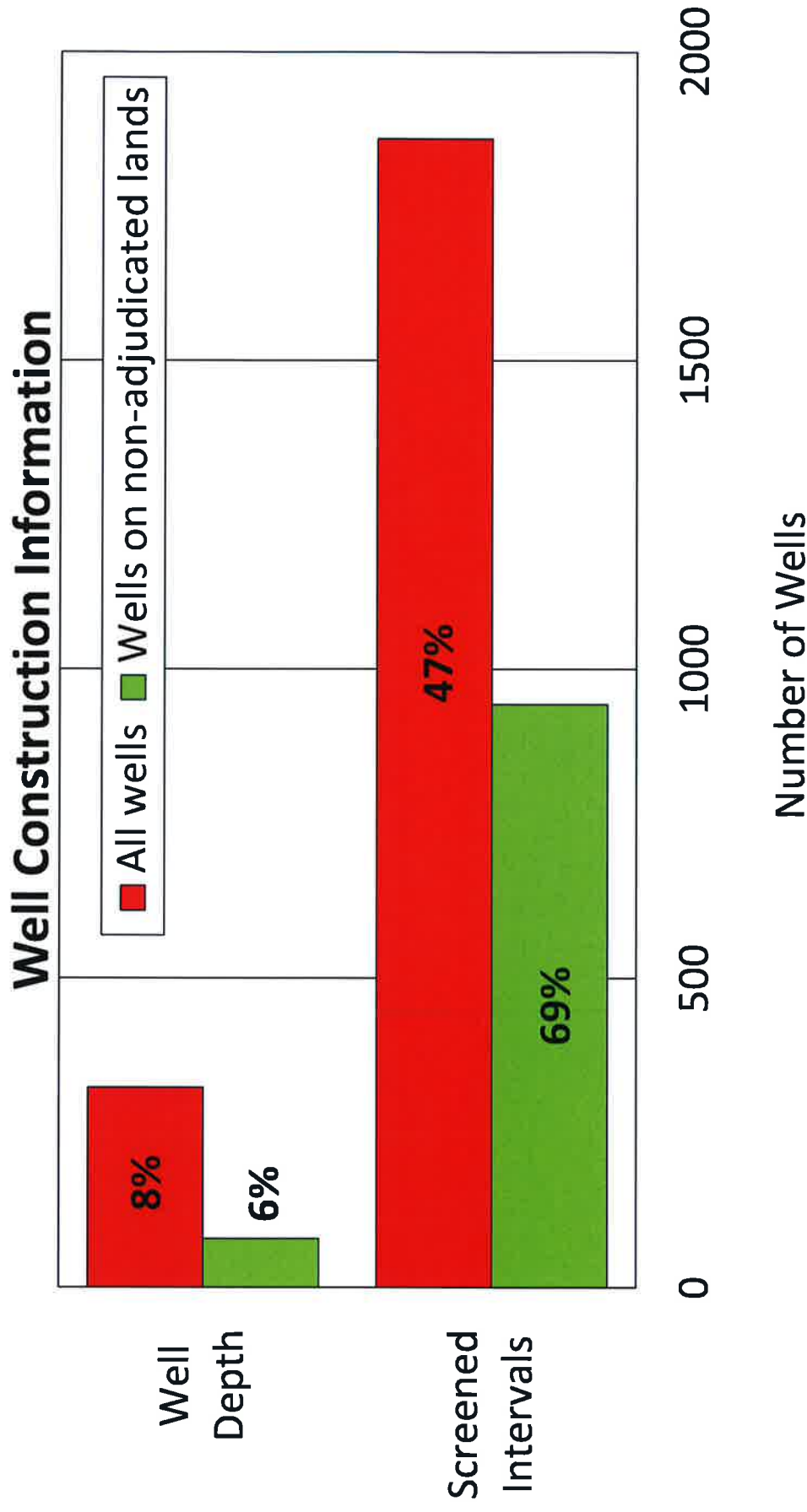
- Well construction data
- Monitoring data
  - Groundwater levels
  - Water quality
  - Pumping data



# Current Data Gaps - Basin Summary



# Current Data Gaps - Basin Summary



# Data Gaps - Summary

|  | Tri-Valley | Round Valley | Owens Valley | Owens Lake |
|--|------------|--------------|--------------|------------|
| Number of Wells in Area                  | 328        | 489          | 2626         | 531        |
| Number of Wells within OVGA Jurisdiction | 250        | 203          | 292          | 332        |
| ...with Pumping Data                     | 0          | 0            | 4            | 2          |
| ...with Water Level Data                 | 2          | 2            | 3            | 15         |
| ...with GW Quality Data                  | ?          | ?            | ?            | ?          |

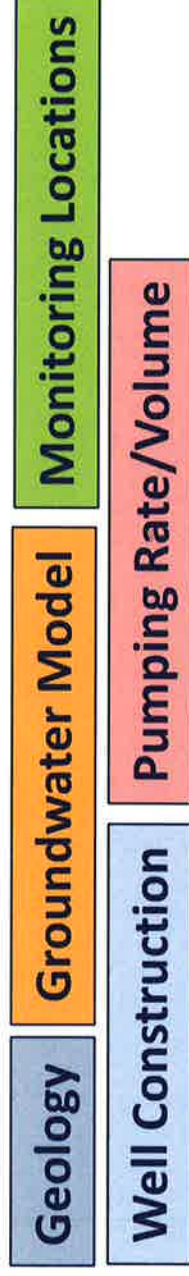


# Current Data Gaps - Basin Summary

## Tri-Valley Area



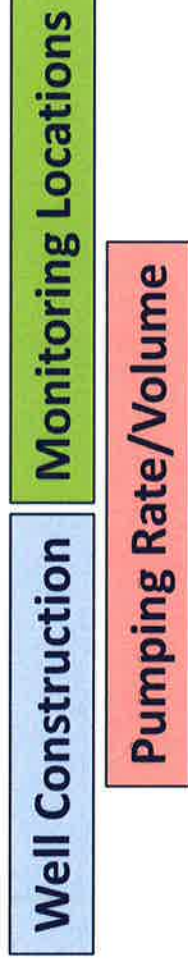
## Round Valley Area



## Owens Valley Area



## Owens Lake Area



# Data Inquiries

| Source                        | Status                       | Source                   | Status                       |
|-------------------------------|------------------------------|--------------------------|------------------------------|
| ICWD                          | data transferred/in progress | Crystal Geyser Roxane    | response received            |
| TEAM Engineering              | data transferred/in progress | Keeler CSD               | no response received         |
| Wheeler Crest CSD             | response received            | GBUAPCD                  | data transferred/in progress |
| City of Bishop                | data not received            | Starlite CSD             | withdrew from OVGA           |
| Inyo County Assessor's Office | response received            | Sierra Highlands CSD     | no response received         |
| CA DWR                        | response received            | Tri Valley GWMD          | data transferred/in progress |
| LADWP                         | response received            | Big Pine CSD             | data transferred/in progress |
| Inyo-Mono IRWMP               | response received            | Mono County Env Health   | data transferred/in progress |
| Inyo County Enviro Health     | response received            | Indian Crk-Westridge CSD | data transferred/in progress |
| USGS                          | response received            | Eastern Sierra CSD       | data transferred/in progress |
| Mono County                   | response received            | CDFW                     | data transferred/in progress |



# Data Request

- Water Levels
- Water Quality
- Groundwater Extractions
- Groundwater Dependent Ecosystems (GDEs)
- Groundwater Models
- Water Budgets
- Well Logs/Geology
- Surficial Geology
- Subsidence
- Topography
- Existing Land Use
- Vegetation
- Subsidence
- Soils



# Data Request

If you have data related to those types listed in the previous slide, please contact:

Gus Tolley

[gtolley@geo-logic.com](mailto:gtolley@geo-logic.com)

530-272-2448 (x125)



*Daniel B. Stephens & Associates, Inc.*

# References

- Hollett, K. J., Danskin, W. R., McCaffrey, W. F., & Walti, C. L. (1991). *Geology and water resources of Owens Valley, California* (No. 2370-B).
- MWH (2011). Updated Conceptual Model, Appendix H in *Final Report on the Owens Lake Groundwater Evaluation Project, 2012 (revised Jan 7th, 2013)*
- Schwartz, F. W., & Zhang, H. (2003). *Fundamentals of Groundwater*, John Wiley & Sons. New York, 583.



# OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Sierra  
Highlands 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](http://www.inyowater.org)

## Staff Report

Date: January 9, 2020

Subject: Item 12: Draft OVGA Mission Statement

Staff have prepared a draft mission statement for review based on comments offered at the December 12, 2019 OVGA meeting. The priority of the Owens Groundwater Basin was finalized in December and only the Low Priority version from the December draft of the mission statement is included.

### Mission Statement

The Owens Valley Groundwater Authority safeguards the sustainability of the Owens Valley Groundwater Basin through locally tailored management of groundwater resources to protect and sustain the environment, local residents and communities, agriculture, and the economy.

### OVGA Strategies

1. Prepare and implement a Groundwater Sustainability Plan (GSP) as described in the State Groundwater Management Act (SGMA).
2. Establish standards and criteria for sustainable groundwater conditions and management within the Basin.
3. Implement groundwater management policies, regulations, and projects of the GSP consistent with the authorities granted under SGMA.
4. Monitor groundwater resources as prescribed in the GSP, assess changes in the groundwater basin using best available models and data, and adjust or modify management practices when needed to achieve or maintain sustainability.
5. Report annually and as needed to the OVGA Board and public on groundwater uses and conditions in the Basin.
6. Ensure local resident and stakeholder voices including Federally recognized tribes are heard through effective public engagement that invites deliberation, collaboration, and action on groundwater management issues of common importance.