

BYLAWS
OF THE
OWENS VALLEY GROUNDWATER AUTHORITY

Adopted
November 19, 2018

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I THE AUTHORITY.....	1
ARTICLE II OFFICERS & ADMINISTRATION	2
ARTICLE III MEETINGS	1
ARTICLE IV COMPENSATION AND EXPENSES	3
ARTICLE V ASSOCIATES AND INTERESTED PARTIES	3
ARTICLE VI ADVISORY COMMITTEES.....	3
ARTICLE VII BUDGET AND FINANCES	3
ARTICLE VIII AUTHORITY RECORDS	4
ARTICLE IX PURCHASING POLICY	5
ARTICLE X AMENDMENT	5
ARTICLE XI DEFINITIONS AND CONSTRUCTION	5

PREAMBLE

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

**ARTICLE I.
THE AUTHORITY**

1 **NAME OF THE AGENCY.**

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

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

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

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

3 **AUTHORITY POWERS.**

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

4 **AUTHORITY BOARD.**

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

**ARTICLE II.
OFFICERS & ADMINISTRATION**

1 **OFFICERS OF THE BOARD.**

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

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

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

3 **EXECUTIVE MANAGER.**

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

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

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

4 **FISCAL AGENT.**

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

ARTICLE III. MEETINGS

1 **REGULAR SPECIAL AND EMERGENCY MEETINGS.**

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

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

2 **AGENDA.**

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

3 **ORDER OF BUSINESS.**

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

4 **VOTING.**

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

5 **MINUTES.**

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

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**ARTICLE IV.
COMPENSATION AND EXPENSES**

1 **DIRECTORS AND ALTERNATE DIRECTORS.**

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

2 **OFFICERS.**

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

**ARTICLE V.
ASSOCIATES AND INTERESTED PARTIES**

[RESERVED]

**ARTICLE VI.
ADVISORY COMMITTEES**

1 **NUMBER.**

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

2 **PURPOSE.**

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

3 **APPOINTMENT AND AUTHORITY.**

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

4 **MEETINGS.**

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

Advisory Committee agendas shall be determined by the Board.

5 **STAFFING.**

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

**ARTICLE VII.
BUDGET AND FINANCES**

1 **BUDGET.**

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

2 **PREPARATION.**

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

3 **FINANCES.**

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

4 **EXCESS FUNDS**

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

5

RESERVE POLICY

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

**ARTICLE VIII.
AUTHORITY RECORDS**

1

RECORDS RETENTION POLICY.

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

2

MAINTENANCE AND INSPECTION OF AGREEMENT AND BYLAWS.

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

3

INSPECTION RIGHTS OF MEMBERS.

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

4

INSPECTION BY DIRECTORS.

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

5

INSPECTION BY THE PUBLIC.

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

6

WEBSITE POLICY.

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

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**ARTICLE IX.
PURCHASING POLICY**

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

**ARTICLE X.
AMENDMENT**

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

**ARTICLE XI.
DEFINITIONS AND CONSTRUCTION**

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