

# MINUTES

## Owens Valley Groundwater Authority

### Board Members:

INDIAN CREEK-WESTRIDGE CSD	Luis Elias	BIG PINE CSD	BryAnna Vaughan
COUNTY OF MONO	Rhonda Duggan	LONE PINE PAIUTE SHOSHONE TRIBE	Mel Joseph
CITY OF BISHOP	Karen Kong	OWENS VALLEY COMMITTEE	Mary Roper
COUNTY OF INYO	Dan Totheroh		

March 10, 2022

The Owens Valley Groundwater Authority meeting was called to order at 2:01 p.m. via videoconference.

#### 1. Pledge of allegiance

Deston Dishion 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 no alternates in attendance and one absence, Rhonda Duggan, Mono County.

#### 4. Approval of minutes from the February 10, 2022 Board meeting

The Chairperson requested a motion to approve the minutes of the February 10, 2022 meeting. Motion to approve the minutes by Dan Totheroh, seconded by Luis Elias. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – absent, Karen Kong – Y, Dan Totheroh - Y, BryAnna Vaughan – Y, Mel Joseph - Y, Mary Roper – Y. Motion passed 6 yes, 1 absence.

#### 5. Request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person

The Chairperson requested a motion to approve the request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person. Motion to approve by Dan Totheroh, seconded by BryAnna Vaughan. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – absent, Karen Kong – Y, Dan Totheroh - Y, BryAnna Vaughan – Y, Mel Joseph – Y, Mary Roper - Y. Motion passed 6 Yes, 1 absence.

#### 6. Board Member Reports

BryAnna Vaughan thanked the firefighters and emergency responders for their service in keeping the fire from

the town of Big Pine. Dan Tothoroh stated due to the dry conditions, he recommended deep watering now to conserve during the hot months with infrequent watering.

**7. Staff Member Reports**

**a. Financial Report**

Laura Piper, Inyo County Water Department provided the financial report and stated the OVGA cash balance is \$351,775.75 and there were no transactions since the last meeting. Dr. Steinwand provided an update on the past and current audit which should be available in the upcoming months.

**b. Update on Tri-Valley and Fish Slough**

Dr. Steinwand stated the GSP included projects for additional monitoring and preparing the groundwater model for the Tri-Valley area; there were discussions to hand off those projects to Mono County; Inyo County provided information to Mono for grant funding from DWR regarding monitoring; and Inyo County offered technical assistance if requested. Luis Elias inquired if Mono County and Tri-Valley would apply as two GSA's or one. Stacey Simons stated the expectation is there will be two GSA's which would coordinate with each other and the OVGA.

**8. Presentation of draft 2022-2023 OVGA budget**

Dr. Steinwand presented a recap of the draft 2022-2023 OVGA budget; a staff report that outlined revenues and expenditures; a breakdown of costs for projects the OVGA may engage in within the upcoming year; funding contributions are not needed for this budget; fund balance can sustain the OVGA at this time; and the budget needs to be approved prior to May 1, 2022. The Board and staff reviewed the budget and discussed this item detail and at length. Tony Morgan reiterated what Aaron had stated with regard to a contract for database management and possible technical assistance. Sally Manning stated she agrees with Mel Joseph in that she feels it is a conflict to have the same person that represents the OVGA and Inyo County on the Owens Lake Planning Group.

**9. Update on the Proposition 1 grant completion**

Dr. Steinwand stated the Proposition 1 grant deadline and final report were due to DWR on April 30, 2022.

**10. Discussion regarding future meeting dates and agenda items.**

Dr. Steinwand stated the next scheduled regular meeting will be April 14, 2022. He stated a meeting will also be necessary prior to that to meet the AB361 30 day rules. The agenda items discussed for next meeting were the boundary adjustments, funding, and the budget adoption.

**11. Adjourn**

The Chairperson adjourned the meeting at 3:24 pm.

# MINUTES

## Owens Valley Groundwater Authority

### Board Members:

INDIAN CREEK-WESTRIDGE CSD	Luis Elias	BIG PINE CSD	BryAnna Vaughan
COUNTY OF MONO	Rhonda Duggan	LONE PINE PAIUTE SHOSHONE TRIBE	Mel Joseph
CITY OF BISHOP	Karen Kong	OWENS VALLEY COMMITTEE	Mary Roper
COUNTY OF INYO	Dan Tothoroh		

March 30, 2022

The Owens Valley Groundwater Authority meeting was called to order at 2:01 p.m. via videoconference.

#### 1. Pledge of allegiance

Mel Joseph 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 no alternates in attendance and 3 absent, Rhonda Duggan, Mono County; BryAnna Vaughan, Big Pine CSD; and Mary Roper, Owens Valley Committee.

#### 4. Request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person

The Chairperson requested a motion to approve the request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person. Motion to approve by Mel Joseph, seconded by Luis Elias. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – absent, Karen Kong – Y, Dan Tothoroh - Y, BryAnna Vaughan – absent, Mel Joseph – Y, Mary Roper - absent. Motion passed 4 Yes, 3 absent.

#### 5. Discussion regarding future meeting dates and agenda items.

Dr. Steinwand stated the next scheduled regular meeting will be April 14, 2022. The Board and staff discussed having the April 14 meeting in person at the Bishop City Council Chambers if available.

#### 11. Adjourn

The Chairperson adjourned the meeting at 2:16 pm.

# MINUTES

## Owens Valley Groundwater Authority

### Board Members:

INDIAN CREEK-WESTRIDGE CSD	Luis Elias	BIG PINE CSD	BryAnna Vaughan
COUNTY OF MONO	Rhonda Duggan	LONE PINE PAIUTE SHOSHONE TRIBE	Mel Joseph
CITY OF BISHOP	Karen Kong	OWENS VALLEY COMMITTEE	Mary Roper
COUNTY OF INYO	Dan Tothoroh		

April 14, 2022

The Owens Valley Groundwater Authority meeting was called to order at 2:04 p.m. at the Bishop City Council Chambers, Bishop, CA.

#### 1. Pledge of allegiance

Dan Tothoroh 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 no alternates in attendance and 1 absence, BryAnna Vaughan, Big Pine CSD.

#### 4. Request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person

The Chairperson requested a motion to approve the request that OVGA adopt finding pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person. Motion to approve by Dan Tothoroh, seconded by Mel Joseph. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – Y, Karen Kong – Y, Dan Tothoroh - Y, BryAnna Vaughan – absent, Mel Joseph – Y, Mary Roper - Y. Motion passed 6 Yes, 1 absent.

#### 5. Board Member Reports

Dan Tothoroh stated it's another dry year, be mindful of water usage. Mary Roper stated wind is supposed to blow in Independence again Saturday.

#### 6. OVGA Staff Reports

##### a. Financial Report

Laura Piper provided the financial report and stated the OVGA cash balance is \$331,149.40. Revenue since last meeting was interest in the amount of \$449.93; expenses were \$4,200 in consultant costs, and \$16,875.78 in staff services costs.

- b. Update on the Proposition 1 grant final report

Dr. Steinwand stated the last progress report was sent on April 1; the final report is in progress and is due prior to April 30, 2022.

**7. Consideration of 2022-2023 OVGA budget**

Dr. Steinwand provided an overview of the proposed 2022-2023 draft budget to include a contract for data base hosting by Daniel B Stephens and Associates and for an outside audit. Motion to approve the 2022-2023 budget as presented by Mel Joseph, seconded by Mary Roper. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – Y, Karen Kong – Y, Dan Totheroh - Y, BryAnna Vaughan – absent, Mel Joseph – Y, Mary Roper - Y. Motion passed 6 Yes, 1 absent.

**8. Consider resolution to modify the OVGA GSA boundary to remove Mono County portions of the Basin**

John Vallejo provided a brief background on the boundary issues; the process to follow; and timing in moving this forward. Dr. Steinwand reviewed the options of multiple GSA's (Mono Co/Tri-Valley) in the future; planned discussions with DWR; and possible coordination agreements. Motion to approve by Rhonda Duggan, seconded by Dan Totheroh. The Chairperson requested a roll call vote; Luis Elias – Y, Rhonda Duggan – Y, Karen Kong – Y, Dan Totheroh - Y, BryAnna Vaughan – absent, Mel Joseph – Y, Mary Roper - Y. Motion passed 6 Yes, 1 absent.

**9. Discussion regarding future meeting dates and agenda items.**

The next meetings were scheduled for July 14, 2022 (Bishop City Council Chambers), August 4, 2022 (Independence), March of 2023 for budget review/adoption, and officer selection.

**10. Adjourn**

The Chairperson adjourned the meeting at 2:45 pm.

Lg BUDGET UNIT		Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 621601-1000	YEAREND		1. Balance Forward 2020/2021	JE	07/01/21	03155835	410,278.65	0.00	410,278.65
GL 621601-1000	TTLOH		AutoID:WD20719A Job:2974214	OH	07/28/21	02974214	0.00	2,576.50	407,702.15
GL 621601-1000	INTRCBL		AutoID: JA21802D Job: 2977979	OH	08/02/21	02977979	572.61	0.00	408,274.76
GL 621601-1000	TTLOH		AutoID:WD20811B Job:2991718	OH	08/18/21	02991718	0.00	3,885.57	404,389.19
GL 621601-1000	TTLOH		AutoID:JD21C04B Job:3023580	OH	10/05/21	03023580	0.00	6,925.75	397,463.44
GL 621601-1000	JE40105		AutoID: JD21C07B Job: 3025272	JE	10/07/21	03025272	0.00	4,500.00	392,963.44
GL 621601-1000	JE40106		AutoID: JD21C07B Job: 3025272	JE	10/07/21	03025272	0.00	27,101.58	365,861.86
GL 621601-1000	TTLOH		AutoID:WD20C04B Job:3026345	OH	10/08/21	03026345	0.00	2,451.23	363,410.63
GL 621601-1000	IS1021		AutoID: IS21C18E Job: 3036558	JE	10/26/21	03036558	0.00	36.46	363,374.17
GL 621601-1000	TTLOH		AutoID:WD20C19A Job:3039230	OH	10/29/21	03039230	0.00	186.00	363,188.17
GL 621601-1000	TTLOH		AutoID:WD20C21A Job:3039230	OH	10/29/21	03039230	0.00	181.76	363,006.41
GL 621601-1000	INTEREST		AutoID: JA21B19B Job: 3052784	JE	11/08/21	03052784	192.25	0.00	363,198.66
GL 621601-1000	TTLOH		AutoID:SW21N17K Job:3054855	OH	11/23/21	03054855	0.00	1,625.00	361,573.66
GL 621601-1000	TTLOH		AutoID:WD20N19B Job:3058264	OH	12/01/21	03058264	0.00	10,428.81	351,144.85
GL 621601-1000	TTLOH		AutoID:WD21D08A Job:3066978	OH	12/15/21	03066978	0.00	248.00	350,896.85
GL 621601-1000	TTLCR		AutoID: CS21D21A Job: 3070820	CR	12/21/21	03070820	9,604.95	0.00	360,501.80
GL 621601-1000	TTLOH		AutoID:WD21D17A Job:3073948	OH	12/29/21	03073948	0.00	930.00	359,571.80
GL 621601-1000	TTLOH		AutoID:ES22105C Job:3079792	OH	01/07/22	03079792	0.00	500.00	359,071.80
GL 621601-1000	JE40799		AutoID: JR22119B Job: 3087957	JE	01/19/22	03087957	0.00	4,500.00	354,571.80
GL 621601-1000	IS0122		AutoID: IS220120 Job: 3089973	JE	01/25/22	03089973	0.00	0.72	354,571.08
GL 621601-1000	TTLOH		AutoID:WD2124C Job:3092724	OH	01/28/22	03092724	0.00	2,795.33	351,775.75
GL 621601-1000	TTLOH		AutoID:OB22301E Job:3113019	OH	03/02/22	03113019	0.00	4,200.00	347,575.75
GL 621601-1000	INTEREST		AutoID: JA21308C Job: 3118464	JE	03/08/22	03118464	449.43	0.00	348,025.18
GL 621601-1000	JE41245		AutoID: JMS2311D Job: 3120315	JE	03/11/22	03120315	0.00	16,875.78	331,149.40
GL 621601-1000	JE41532		AutoID: JS22420A Job: 3148378	JE	04/20/22	03148378	0.00	4,500.00	326,649.40
GL 621601-1000	TTLOH		AutoID:WD21419A Job:3151624	OH	04/26/22	03151624	0.00	20.00	326,629.40
GL 621601-1000	TTLOH		AutoID:WD21419B Job:3151624	OH	04/26/22	03151624	0.00	1.00	326,628.40
GL 621601-1000	TTLOH		AutoID:WD21421A Job:3152731	OH	04/27/22	03152731	0.00	647.00	325,981.40
GL 621601-1000	IS0422		AutoID: IS0422 Job: 3156908	JE	05/03/22	03156908	0.00	18.62	325,962.78
GL 621601-1000	JE41847		AutoID: JS22517C Job: 3167683	JE	05/17/22	03167683	0.00	12,204.57	313,758.21
GL 621601-1000	TTLOH		AutoID:MS22531C Job:3177494	OH	06/01/22	03177494	0.00	2,341.00	311,417.21
GL 621601-1000	TTLOH		AutoID:WD21602A Job:3185109	OH	06/09/22	03185109	0.00	2,440.00	308,977.21
GL 621601-1000	JE42112		AutoID: JR22621B Job: 3192926	JE	06/21/22	03192926	0.00	4,500.00	304,477.21
GL 621601-1000	JA21052		AutoID: JH22718A Job: 3210859	JE	06/26/22	03210859	0.00	5,998.56	298,478.65
GL 621601-1000	INTEREST		AutoID: JA21726Z Job: 3216797	JE	06/26/22	03216797	480.21	0.00	298,958.86
GL 621601-1000	IS0722		AutoID: IS0622 Job: 3222871	JE	06/26/22	03222871	0.00	51.93	298,906.93
GL 621601-1000	TTLOH		AutoID:WD22713A Job:3214139	OH	07/22/22	03214139	0.00	148.50	298,758.43
GL 621601-1000	TTLOH		AutoID:OW22727A Job:3218880	OH	07/28/22	03218880	0.00	4,781.50	293,976.93
*****Total *OBJT 1000							421,578.10	127,601.17	293,976.93
CLAIM ON CASH							DR		
GL 621601-1160	YEAREND		1. Balance Forward 2020/2021	JE	07/01/21	03155835	572.61	0.00	572.61
GL 621601-1160	INTRCBL		4th QTR INTEREST RVRS	JE	08/02/21	02977979	0.00	572.61	0.00
*****Total *OBJT 1160							572.61	572.61	0.00
INTEREST RECEIVABLE							DR		
GL 621601-1200	YEAREND		1. Balance Forward 2020/2021	JE	07/01/21	03155835	2,473.00	0.00	2,473.00
GL 621601-1200	2122 PREPAID		UA414926:GOLDEN STATE RISK MAN	JE	07/08/21	02957191	0.00	2,473.00	0.00
GL 621601-1200	GS2207100600		GOLDEN STATE RI ACCT#OWENVAL	OH	06/07/22	03182842	2,440.00	0.00	2,440.00
GL 621601-1200	2223 PREPAID		UA428045:GOLDEN STATE RISK	JE	07/15/22	03209682	0.00	2,440.00	0.00
*****Total *OBJT 1200							4,913.00	4,913.00	0.00
PREPAID EXPENSES							DR		
GL 621601-2000	YEAREND		1. Balance Forward 2020/2021	JE	07/01/21	03155835	0.00	6,462.07	6,462.07



Short  
SORT ORDER: OBJECT within BUDUNIT

SELECT FUND: 6272

LG BUDGET UNIT		Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 621601-5129	IS1021	IS PHOTOCOPIES Q1	JE 10/26/21	03036558			36.46	0.00	36.46
GL 621601-5129	IS0122	IS PHOTOCOPIES Q2	JE 01/25/22	03089973			0.72	0.00	37.18
GL 621601-5129	IS0422	IS PHOTOCOPIES Q3	JE 05/03/22	03156908			18.62	0.00	55.80
GL 621601-5129	IS0722	IS PHOTOCOPIES Q4	JE 06/26/22	03222871			51.93	0.00	107.73
*****Total *OBJT 5129		INTERNAL COPY CHARGES (NON-IS)	DR				107.73	0.00	107.73
GL 621601-5155	2122 PREPAID	UA414926:GOLDEN STATE RISK MAN	JE 07/08/21	02957191			2,473.00	0.00	2,473.00
*****Total *OBJT 5155		PUBLIC LIABILITY INSURANCE	DR				2,473.00	0.00	2,473.00
GL 621601-5263	54522	COMMUNITY PRINT OWENS VALLEY G	OH 10/06/21	03024986			2,451.23	0.00	2,451.23
GL 621601-5263	9277	THE SHEET INC INYO COUNTY WATE	OH 10/26/21	03037191			186.00	0.00	2,637.23
GL 621601-5263	6200 0321	INVO REGISTER, ACCT#6200	OH 10/27/21	03037563			0.00	66.24	2,570.99
GL 621601-5263	6200 0921	INVO REGISTER, ACCT#6200	OH 10/27/21	03037563			168.00	0.00	2,738.99
GL 621601-5263	7589 0921	INVO REGISTER, ACCT#7589	OH 10/27/21	03037563			80.00	0.00	2,818.99
GL 621601-5263	6200 1121	INVO REGISTER, ACCT#0006200	OH 12/14/21	03065865			168.00	0.00	2,986.99
GL 621601-5263	7589 1121	MAMMOTH TIMES ACCT#0007589	OH 12/14/21	03065865			80.00	0.00	3,066.99
GL 621601-5263	9426	THE SHEET INC INYO COUNTY WATE	OH 12/27/21	03072004			930.00	0.00	3,996.99
*****Total *OBJT 5263		ADVERTISING	DR				4,063.23	66.24	3,996.99
GL 621601-5265	250511	DANIEL B STEPHE INVO CO PROJ#D	OH 10/04/21	03023148			6,925.75	0.00	6,925.75
GL 621601-5265	251356	DANIEL B STEPHE INVO CO PROJ#D	OH 11/17/21	03051402			1,625.00	0.00	8,550.75
GL 621601-5265	252198	DANIEL B STEPHE INVO CO PROJ#D	OH 01/05/22	03077708			500.00	0.00	9,050.75
GL 621601-5265	253231	DANIEL B STEPHE INVO CO PROJ#D	OH 03/01/22	03112158			4,200.00	0.00	13,250.75
GL 621601-5265	040122	FECHTER & COMPA 20/21 AUDIT OV	OH 05/31/22	03176195			2,341.00	0.00	15,591.75
GL 621601-5265	1643	FECHTER & COMPA 2020 & 2021 OV	OH 06/26/22	03218005			4,781.50	0.00	20,373.25
*****Total *OBJT 5265		PROFESSIONAL & SPECIAL SERVICE	DR				20,373.25	0.00	20,373.25
GL 621601-5311	041922	CA SECRETARY OF SPECIAL FILING	OH 04/21/22	03148948			20.00	0.00	20.00
GL 621601-5311	041922A	CA SECRETARY OF JPA AMENDMENT-	OH 04/21/22	03148956			1.00	0.00	21.00
GL 621601-5311	2223 PREPAID	UA428045:GOLDEN STATE RISK	JE 07/15/22	03209682			2,440.00	0.00	2,461.00
*****Total *OBJT 5311		GENERAL OPERATING EXPENSE	DR				2,461.00	0.00	2,461.00
GL 621601-5539	JE40105	JUL-SEP21 OVGS LEGAL SERVICE	JE 10/07/21	03025272			4,500.00	0.00	4,500.00
GL 621601-5539	JE40106	JUL-SEP21 OVGS STAFF SERVICE	JE 10/07/21	03025272			27,101.58	0.00	31,601.58
GL 621601-5539	20221	MONO, COUNTY OF July-Sept 2021	OE 11/30/21	03057687			10,428.81	0.00	42,030.39
GL 621601-5539	JE40799	OCT-DEC21 OVGA STAFF	JE 01/19/22	03087957			4,500.00	0.00	46,530.39
GL 621601-5539	20222	MONO, COUNTY OF OCT-DEC 2021	M OH 01/25/22	03090711			2,795.33	0.00	49,325.72
GL 621601-5539	JE41245	I#00014 OCT-DEC21 OVGA STAFF	JE 03/11/22	03120315			16,875.78	0.00	66,201.50
GL 621601-5539	JE41532	JAN22-MAR22 OVGA STAFF	JE 04/20/22	03148378			4,500.00	0.00	70,701.50
GL 621601-5539	20223	MONO, COUNTY OF JAN-MAR22	OVGA OH 04/22/22	03150229			647.00	0.00	71,348.50
GL 621601-5539	JE41847	#00015 JAN-MAR22 OVGA	JE 05/17/22	03167683			12,204.57	0.00	83,553.07
GL 621601-5539	JE42112	APR-JUN2022 OVGS LEGAL SERVICE	JE 06/21/22	03192926			4,500.00	0.00	88,053.07
GL 621601-5539	20224	MONO, COUNTY OF APRIL-JUNE22	O OH 06/26/22	03210835			148.50	0.00	88,201.57
GL 621601-5539	JA21052	APR-JUN22 OVGA	JE 06/26/22	03210859			5,998.56	0.00	94,200.13
*****Total *OBJT 5539		OTHER AGENCY CONTRIBUTIONS	DR				94,200.13	0.00	94,200.13
*****Total *BUDG 621601		OVGA-OWENS VALLEY GROUNDWATER	DR-CR				598,055.00	598,055.00	0.00
*****Total *OBJT 5539		** G R A N D T O T A L **	DR-CR				598,055.00	598,055.00	0.00



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

Ledger: GL

As Of 8/3/2022

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER</b>						
<b>Revenue</b>						
4301	INTEREST FROM TREASURY	4,000.00	0.00	0.00	4,000.00	0.00
4498	STATE GRANTS	71,316.00	0.00	0.00	71,316.00	0.00
	<b>Revenue Total:</b>	75,316.00	0.00	0.00	75,316.00	0.00
<b>Expenditure</b>						
5129	INTERNAL COPY CHARGES (NON-IS)	500.00	0.00	0.00	500.00	0.00
5155	PUBLIC LIABILITY INSURANCE	2,500.00	0.00	0.00	2,500.00	0.00
5263	ADVERTISING	2,500.00	0.00	0.00	2,500.00	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	7,500.00	0.00	4,286.50	3,213.50	57.15
5291	OFFICE, SPACE & SITE RENTAL	1,400.00	0.00	0.00	1,400.00	0.00
5311	GENERAL OPERATING EXPENSE	1,600.00	2,440.00	0.00	(840.00)	152.50
5539	OTHER AGENCY CONTRIBUTIONS	60,395.00	0.00	0.00	60,395.00	0.00
	<b>Expenditure Total:</b>	76,395.00	2,440.00	4,286.50	69,668.50	8.80
621601	<b>Key Total:</b>	(1,079.00)	(2,440.00)	(4,286.50)	5,647.50	

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

AS OF 06/30/2023

	Claim on Cash	Accounts Receivable	Loans Receivable	Prepaid Expenses	Accounts Payable	Loans Payable	Deferred Revenue	Computed Fund Balance	Fund Balance	
									Encumbrances	Undesignated
WDIR - WATER										
6272	(4,930)	1100,1105,1160	1140	(2,440)	(4,930)	2140	2200	(2,440)	4,287	(6,727)
WDIR	(4,930)			(2,440)	(4,930)			(2,440)	4,287	(6,727)
<b>Totals</b>										
<b>Grand Totals</b>	<b>(4,930)</b>			<b>(2,440)</b>	<b>(4,930)</b>			<b>(2,440)</b>	<b>4,287</b>	<b>(6,727)</b>

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF DATA BASE HOSTING & TECHNICAL SERVICES**

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the data base hosting & technical assistance of DANIEL B. STEPHENS & ASSOCIATES, INC. of New Mexico and 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 its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by OVGA Executive Manager or his authorized representative. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022, to June 30, 2023, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. – N/A

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 Two thousand dollars and 00/100 (\$2,000) (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, a single annual invoice for database hosting services. Monthly invoices will be provided for any additional services. An itemized statement of all hours spent by Contractor in performing supplemental services and work described in attachment A, which were done at the OVGA's request will be submitted to the OVGA not later than the tenth (10th) day of the month. The statement and the accompanying invoice will cover the period from the first (1st) day of the preceding month 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. Upon timely receipt of the statement by the tenth (10th) day of the month, OVGA shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA

#### **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. Daniel B. Stephens and Associates, Inc. retains rights and title to the database code used to create the online database hosted on behalf of OVGA. All data and information stored within the database are the property of OVGA.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The OVGA, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

#### **10. STATUS OF CONTRACTOR.**

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

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

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

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, 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

Owens Valley Groundwater Authority  
(Independent Contractor)

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of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to OVGA.

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**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,

Owens Valley Groundwater Authority  
(Independent Contractor)

Page 5

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10/22/2018

gain, or enhancement.

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

**OVGA:**

<u>INYO COUNTY WATER DEPARTMENT</u>	
<u>ATTN: OVGA Executive Manager</u>	Name
<u>P.O. Box 337</u>	Street
<u>Independence, CA 93526</u>	City and State

**Contractor:**

<u>DANIEL B. STEPHENS &amp; ASSOCIATES INC.</u>	Name
<u>3916 State Street, Garden Suite</u>	Street
<u>Santa Barbara, CA 93105</u>	City and State

**25. ENTIRE AGREEMENT.**

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



26. COUNTERPARTS.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_  
DAY OF June 13, \_\_\_\_\_, 2022.

By **OVGA**  
Karen M. Kong  
Karen Kong  
Type or Print Name  
Dated: 6-13-2022

By **CONTRACTOR**  
Tony Morgan  
Tony Morgan, PG, CHG  
Type or Print Name  
Dated: 16May2022

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
OVGA Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
OVGA Risk Manager

S: County Counsel/Contract/Modified/Owens Valley Groundwater Authority, 118 Water

**ATTACHMENT A**

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF DATA BASE HOSTING & TECHNICAL SERVICES TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2023**

**SCOPE OF WORK:**

Contractor's proposal, dated March 10, 2022, (the "DBS&A Proposal") is attached herewith for reference, context, and includes the assumptions the proposal is based upon. In the event of any conflicts between the express language of this Agreement and the DBS&A Proposal, the express language of this Agreement shall control.

**1. Data Base Hosting Services - \$1,200**

- **Hosting of the OVGA database will continue in DBS&A's secure on-premise or cloud-based hosting environments, with firewall and antivirus protection and 24x7 up-time monitoring;**
- **DBS&A IT professionals will install security updates on a monthly basis on the virtual machines that support the OVGA database;**
- **DBS&A IT professionals will maintain and monitor daily backups, keep a set of recent backups off-site at a secure location, and review server logs for any indications of trouble; and**
- **DBS&A IT professionals will renew SSL certificates annually to ensure that website connections are secure and encrypted**

**ATTACHMENT B**

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF DATA BASE HOSTING & TECHNICAL SERVICES TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2023**

**SCHEDULE OF FEES:**

Not to exceed \$1,200 for data base hosting; technical assistance billed at \$200 per hour.

Total contract not to exceed \$2,000.

**ATTACHMENT C**

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF DATA BASE HOSTING & TECHNICAL SERVICES TERM:**

**FROM: JULY 1, 2022 TO: JUNE 30, 2023**

**SEE ATTACHED INSURANCE PROVISIONS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Insurance Services West, Inc.  
Los Angeles CA Office  
707 Wilshire Boulevard  
Suite 2600  
Los Angeles CA 90017-0460 USA

CONTACT  
NAME:  
PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0103  
E-MAIL ADDRESS:

INSURED  
Daniel B. Stephens & Associates, Inc.  
6020 Academy NE, Ste 100  
Albuquerque NM 87109 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Steadfast Insurance Company	26387
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570090729216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INST LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:		GPL016606905	12/31/2021	12/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0166068-05	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC016606605	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary		GPL016606905 Prof Liab - Claims Made	12/31/2021	12/31/2022	Each Claim \$2,000,000 Policy Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. 156 - Hydrologic Analysis. The County of Inyo, its officers, officials, Geologic Associates, Inc., employees and volunteers included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability and Automobile Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Professional Liability retroactive date 1/01/1963.

## CERTIFICATE HOLDER

## CANCELLATION

County of Inyo  
Attn: Bob Harrington  
PO Box 337  
Independence CA 93526 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*



Aaron Steinwand, Executive Director  
Owens Valley Groundwater Authority  
c/o Inyo County Water Department  
PO Box 337  
Independence, CA 93526

Proposal No.: DB22.1094.PR  
March 10, 2022

*Sent via email*

**RE: PROPOSAL FOR HOSTING OWENS VALLEY GROUNDWATER AUTHORITY ONLINE DATABASE**

Dear Dr. Steinwand:

Daniel B. Stephens & Associates, Inc. (DBS&A), a Geo-Logic Associates company, is pleased to provide this proposal for providing database hosting services in support of the Owens Valley Groundwater Authority (OVGA). The scope of work and general framework for this project were developed during our previous conversations and is the basis for this document.

**SCOPE OF WORK**

The scope of work for this project includes the following items:

1. Hosting of the OVGA database will continue in DBS&A's secure on-premise or cloud-based hosting environments, with firewall and antivirus protection and 24x7 up-time monitoring;
2. DBS&A IT professionals will install security updates on a monthly basis on the virtual machines that support the OVGA database;
3. DBS&A IT professionals will maintain and monitor daily backups, keep a set of recent backups off-site at a secure location, and review server logs for any indications of trouble; and
4. DBS&A IT professionals will renew SSL certificates annually to ensure that website connections are secure and encrypted.

**COST ESTIMATE**

The cost for the hosting services is \$1,200.00/year and will be invoiced in full at the beginning of the service period with Net 30 days payment terms

***Daniel B. Stephens & Associates, Inc.***  
a Geo-Logic Company

3916 State Street, Garden Suite      805-683-2409  
Santa Barbara, CA 93105

If the OVGA needs additional technical assistance (e.g., help with uploading a new dataset, adding a new field to the database, uploading additional static data layers [e.g., shapefiles]), that assistance can be provided at an hourly rate of \$200/hour. An estimate of the time required to accomplish a specific request will be provided to the OVGA for its review and concurrence prior to initiating work on that request.

### **TERMS AND CONDITIONS**

This project will be completed in accordance with the recent agreement between the OVGA and DBS&A ("Agreement Between the Owens Valley Groundwater Authority and Daniel B. Stephens & Associates for the Provision of Water Planning and Hydrologic Consulting Services dated October 29, 2018"), but will be subject to the fees and payment terms described earlier in this proposal.

### **ESTIMATED SCHEDULE**

The hosting services will be started upon receipt of this executed proposal and the first year's fees (\$1,200.00).

Please contact Mr. Tony Morgan (805-290-3862 cell / [tmorgan@geo-logic.com](mailto:tmorgan@geo-logic.com)) with any questions you have regarding this proposal. Thank you for the opportunity to support you on this project.

Sincerely,

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



Tony Morgan, PG, CHG (CA)  
Principal Hydrogeologist

Market Leader – Water Planning and Development

Aaron Steinwand, Executive Director  
Owns Valley Groundwater Authority  
Page 3

Proposal No.: DB22.1094.PR  
March 10, 2022

**Authorized by:**

---

Signature

---

Firm/Entity

---

Printed Name

---

Date





# OWENS VALLEY GROUNDWATER AUTHORITY

Members: Big Pine CSD — City of Bishop — County of Inyo — County of Mono— Indian Creek-Westridge CSD  
Interested Parties: Lone Pine Paiute Shoshone Tribe — Owens Valley Committee

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**August 11, 2022**

**TO:** OVGA Board Members

**FROM:** OVGA Staff

**SUBJECT: Agenda Item No. 7, First Reading and Adoption of Ordinance 2022-01: An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within the Owens Valley Groundwater Basin.**

**Discussion:**

In order to better administer the Basin's Groundwater Sustainability Plan (GSP), the Owens Valley Groundwater Authority (Authority) will need to obtain specific information from all the users and owners of groundwater extraction wells within the Owens Valley Groundwater Basin regulated by the OVGA (the "OVGA Basin").

Because this action is an Ordinance, the Board will need to read the title of the Ordinance, waive reading of the entirety Ordinance, and introduce this Ordinance at today's meeting and then revisit the Ordinance for final adoption at the next regular meeting of the Board.

**Recommendation:** Staff recommends that your Board:

- 1) Make a finding that the proposed Ordinance is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. Additionally, it has been determined that this action is exempt from further environmental review pursuant to Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.
- 2) Introduce the attached Ordinance No 2022-01 by reading aloud its Title: An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within Owens Valley Groundwater Basin.

**BEFORE THE BOARD OF DIRECTORS OF THE  
OWENS VALLEY GROUNDWATER AUTHORITY**

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**In the matter of:                      Ordinance No. 2022-01**

**Establishing the Regulations and Procedures for the Registration of Owners and Users of  
Groundwater Extraction Facilities within the Owens Valley Groundwater Basin.**

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I, \_\_\_\_\_, Clerk of the Board of Directors for the Owens Valley  
Groundwater Authority, do certify that the following ordinance, on motion of Director  
\_\_\_\_\_, seconded by Director \_\_\_\_\_, was duly passed and adopted by the Board of  
Directors at an official meeting this 11 day of August, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Chairman of the Board  
Owens Valley Groundwater Authority

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Directors  
Owens Valley Groundwater Authority

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**AN ORDINANCE OF THE OWENS VALLEY GROUNDWATER AUTHORITY  
ESTABLISHING THE REGULATIONS AND PROCEDURES FOR THE  
REGISTRATION OF OWNERS AND USERS OF GROUNDWATER EXTRACTION  
FACILITIES WITHIN THE OWENS VALLEY GROUNDWATER BASIN**

**RECITALS:**

Whereas, the Owens Valley Groundwater Authority ("Authority") was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act ("SGMA"), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan ("GSP") that achieves groundwater sustainability in the Owens Valley Groundwater Basin.

Whereas, the Authority is the exclusive Groundwater Sustainability Agency for the portion of the Owens Valley Groundwater Basin located within Inyo County, which is designated as Basin number 6-012 in Department of Water Resources' Bulletin No. 118.

Whereas, the Authority adopted the "Groundwater Sustainability Plan for the Owens Valley Groundwater Basin" on December 9, 2021.

Whereas, a fundamental component of the Groundwater Sustainability Plan for the Owens Valley Groundwater Basin is an accurate understanding of amounts and location of groundwater extraction within the Basin.

Whereas, the Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF OWENS VALLEY  
GROUNDWATER AUTHORITY ORDAINS AS FOLLOWS:**

**Section 1.** This Ordinance shall become effective 30 days from the date of adoption and the entire Ordinance shall be published in accordance with Californian Government Code section 25124.

**Section 2.** Definitions. As used in this Ordinance, the following terms shall have the meanings stated below:

"Authority" means the Owens Valley Groundwater Authority.

"Basin" means the Owens Valley Groundwater Basin which is designated as basin number 6-6-012.01 and 6-12.02 (Fish Slough subbasin) in Department of Water Resources' Bulletin No. 118.

"De minimis extractor" means a person who extracts, for domestic purposes, two acre-feet or less per year (CWC §10721(e)).

"Groundwater Extraction Facility ("Facility")" means any device or method used for the extraction of groundwater from the Basin.

"Groundwater Extractor" means both the owner and the user of a Groundwater Extraction Facility located within the Basin.

"Executive Manager" means the individual given said title and position with the Authority by the Board of Directors.

**Section 3.** Groundwater Extraction Owner and User Registration. No later than April 1, 2023, all owners and users of Groundwater Extraction Facilities must register their Groundwater Extraction Facilities if located within the Basin and boundary of the Authority on a form provided by the Authority. These forms will be used in the implementation of the Groundwater Sustainability Plan for the Basin and as such the careful and complete attention to the form is required. Completion of the form is **voluntary** for extractors that meet the definition of a de minimis extractor. Extractors other than de minimis extractors must comply with this Ordinance.

**Section 4.** Groundwater Extraction Owner and User Registration Form. The registration required by Section 3 of this Ordinance shall be made on forms approved by the Executive Manager. Likewise, registration shall be made to the satisfaction of the Executive Manager and, at a minimum, the registration shall include the following information: 1) the name and contact address of the owner and/or user of the Groundwater Extraction Facility; 2) the location of the Groundwater Extraction Facility and the property it serves; 3) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; 4) an accurate declaration of the annual groundwater production figures and the agricultural acreage in production (if applicable) for the years with extant data and provided annually before April 1 of each year after 2022; 5) a description of the equipment associated with the Groundwater Extraction Facility; 6) a description of the method used by the owner and/or user to measure groundwater extractions from the Groundwater Extraction Facility; and, 7) any other information that the Authority's Executive Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

**Section 5.** Registration Form Review. The Executive shall review all registrations and return, with corrective comment, any registration that does not meet the requirements described in Section 4. Approved registrations shall receive an approval notice from the Authority.

**Section 6.** New Groundwater Extraction Facility. A Groundwater Extraction Facility constructed after the effective date of this Ordinance shall comply with the requirements set forth in this Ordinance.

**Section 7.** Violations. Any violation of any provision prescribed in this Ordinance may subject the violator to possible civil action and penalties by the Authority. The Authority's civil penalties and civil action rights are additional rights to those rights which may otherwise be prescribed to the Authority, or its members, by law. Additionally, as these forms will be used in the implementation of the GSP, any violations of this Ordinance could have detrimental impacts on the owner and/or user in the GSP.

**Section 8.** Exemptions. As provided by law, federal, state, and tribal entities are exempt from the mandatory provisions of this Ordinance, but it is requested that they abide by the registration requirements. Likewise, if you receive groundwater from a public purveyor and you don't own a Groundwater Extraction Facility, you are not required to register. Lands and pumping managed

in accordance with the Long Term Water Agreement (City of Los Angeles v. Board of Supervisors of the County of Inyo et al. (Inyo County Case No. 12908)) are exempt to the extent provided by Water Code Section 10720.8. Groundwater facilities within the Basin but outside the boundary of the Authority are exempt.

**Section 9.** Severability. If any provision of this Ordinance, or its application to any person, entity, or circumstance, is held invalid or to any extent illegal or incapable of being enforced, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

**Section 10.** California Environmental Quality Act. The Board of Directors finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. The Board of Directors also finds this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.



## OWENS VALLEY GROUNDWATER AUTHORITY

Members: Big Pine CSD — City of Bishop — County of Inyo — Indian Creek-Westridge CSD  
Interested Parties: Lone Pine Paiute Shoshone Tribe — Owens Valley Committee

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August 11, 2022

VIA Electronic Mail  
[dellis@inyocounty.us](mailto:dellis@inyocounty.us)

Inyo County  
c/o Darcy Ellis Asst. Board Clerk

Re: Coordination of Well Permitting Activities with the OVGA

Honorable Board of Supervisors,

As you are aware, the Sustainable Groundwater Management Act provides a number of new methods for Groundwater Sustainability Agencies like the OVGA to help avoid undesirable impacts arising from groundwater pumping. One such method is provided for in Water Code section 10726.4(b), which states in part:

“...[a] groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.”

Please accept this letter as the OVGA’s request to Inyo County for the County to forward all groundwater well permit requests to the OVGA for the OVGA’s consideration and input prior to the County issuing any such permits. This coordination will allow the OVGA to better understand the impacts groundwater pumping has on the Owens Valley Groundwater Basin, and maintain an up-to-date and publicly accessible database of monitoring and extraction facilities.

The OVGA Executive Manager will be present at the Inyo County Board of Supervisors meeting during which you consider this request to discuss any questions your Board may have.

Aaron Steinwand  
Executive Manager  
Owens Valley Groundwater Authority