MINUTES

Owens Valley Groundwater Authority

Board Members:

INDIAN CREEK-WESTRIDGE CSD	Sarah Petersen	BIG PINE CSD	BryAnna Vaughan
CITY OF BISHOP	Karen Kong	OWENS VALLEY COMMITTEE	Mary Roper
COUNTY OF INYO	Will Wadelton		

March 24, 2026

The Owens Valley Groundwater Authority meeting was called to order at approximately 2:32 pm at the Inyo County Consolidated Office Building, Bishop, CA.

1. Pledge of allegiance

Will Wadleton led the pledge of allegiance.

2. Introductions

The Board introduced themselves with a new Inyo County Supervisor on board, Will Wadleton. Mary Roper was attending remotely from Independence.

3. Public Comment

The Chairperson opened the public comment period.

Lynn Boulton requested the Board make sure there is plenty of monitoring and controls set for groundwater pumping that might be developing in the Olancha/Cartago area.

Mel Joseph stated the Lone Pine Tribe submitted comments regarding the Crystal Geyser EIR, including that the OVGA and Inyo County Water Department should be listed as regulatory agencies in the document.

4. Approval of minutes from the June 25, 2025, OVGA Board meeting

Mel Joseph requested under the pledge of allegiance that the spelling of Looren Joseph's name be corrected. He questioned if the minutes were posted from the meeting nine months ago. John Carl Vallejo stated for the record, draft minutes cannot be posted. They are posted after Board approval.

Motion to approve the June 25, 2025, minutes by BryAnna Vaughan with the requested change of Lauren Joseph to Looren Joseph, seconded by Will Wadleton. Motion passed.

5. Election of OVGA Chairperson and Vice-Chairperson for 2026

Will Wadleton made a motion to select Karen Kong as Chairperson, seconded by BryAnna Vaughan. Motion passed. Motion made by Will Wadleton to assume the Vice Chairperson position, seconded by BryAnna Vaughan. Motion passed.

6. Board Member Reports

BryAnna Vaughan stated two of their three IRWMP grants are progressing for the sewer system upgrades. Sarah Petersen stated the Indian Creek-Westridge CSD sent notices to customers regarding consolidation with Sierra Highlands CSD and stated the state has hired an engineer to oversee the process which is currently stalled waiting on the next funding cycle. Will Wadleton stated he reviewed the many comments received on the EIR. Karen Kong stated the City of Bishop approved a contract last night for the Line St. water main replacement project. Mary Roper stated she had been attending a lot of meetings.

7. OVGA Financial Report

Laura Piper provided the OVGA financial report stating the cash balance is $220,382.12 with revenue of interest $5,015.53 and $30,430.25 in expenses which include the following: $18,568.00 in consultant costs, $9,432.75 in staff charges, and $2,437.50 for insurance.

Terry Tye inquired about revenue for the OVGA. Dr. Alpert stated currently there is not a revenue source in place, they are sustained by the beginning member contributions but will need to re-evaluate that in the future.

8. Presentation of draft 2026-27 OVGA budget and consideration of a final budget

Dr. Alpert provided an overview of the staff report and draft OVGA budget for 2026-27. Terry Tye inquired about the percentage of budget tied to staff services. Motion to approve the 2026-2027 OVGA budget by Mary Roper, seconded by Will Wadleton. Motion passed.

9. Ordinance 2022-01 Well Registration Program update

Tim Moore provided a PowerPoint presentation and an update on the status of the well registration program. He stated 35% of entities have provided the reporting data requested, and the 2025 deadline for reporting is April 1. Gus Tolley, DBS&A, was also in attendance and provided information regarding reporting requirements from Department of Water Resources. The Board and staff discussed this item in detail to include possible enforcement options to encourage reporting. Terry Tye mentioned enforcement policy to reach compliance with reporting. Lynn Boulton stated her concern for not receiving reporting data for well in the Olancha/Cartago area with possibly providing water to K2 Gold and stated they are not disclosing in any documents where they are getting the water from. Mel Joseph stated he thinks it's time the OVGA put some teeth into reporting requirements for enforcement. Sally Manning inquired if the ordinance points out it could be to their advantage to have their wells registered in case of changes like this. John Vallejo provided information from the ordinance and SGMA legislation to the Board and public regarding possible enforcement.

10. Status of GSP

Dr. Alpert provided information and correspondence to both Mono County and Tri-Valley Groundwater Management District asking if there is interest in collaborating and Mono County declined. There has been no response yet from Tri-Valley. Kristen Stipanov suggested using CDFW's idea of expanding the Fish Slough subbasin to include Tri-Valley. It wouldn't break up the management area but would give the OVGA authority over the Tri-Valley area.

John Vallejo stated Tri-Valley GMD applied to be its own GSA so it wouldn't allow the OVGA to take over and reach across the boundary, there has to be an agreement. Tim Moore provided clarification on how DWR designates basins. Gus Tolley stated there is currently no mechanism for triggering reprioritization through SGMA and they seem extremely hesitant to do so per his experience at least in the next 5-10 years. Kristen Stipanov asked if John Vallejo could expand on how the authority works within the Owens Valley groundwater basin. John Vallejo stated it is jurisdictional.

11. Water Year 2024 OVGA annual report

Tim Moore presented the Water Year 2024 annual report, which was due to DWR on April 2025. He explained the management areas, the report content, water management criteria, status of representative monitoring sites, the public comment period, and the process of coming to the final version of the report. Mel Joseph stated the Lone Pine Tribe has previously brought up the issues of the LTWA and the OVGA, water sources are co-mingled, the LTWA is based on a vegetation component not groundwater and the OVGA is based on groundwater sustainability and that's what we need to strive for. He stated issues come up that are not agendized, and because they are not, they are dropped. He stated the LTWA needs to be replaced and is a concern especially with the southern end of the valley. Edie Trimmer stated she had a question about the data point that is below minimum threshold which is northeast spring. She stated what happens given it's at that low point and outside Inyo County boundary, what happens if the OVGA just ignores DWR asking for a complete GSP for the area. John Vallejo stated there are no consequences, we don't have a mandatory GSP.

12. Meeting schedule

The Board and staff decided the meeting will be scheduled some time after July 9, 2026. The Board discussed the next meeting including enforcement options such as fines, imposing liens, installation of meters, and a discussion regarding future revenue for the OVGA, and bringing the OVGA 2024 annual report back for final approval, and what the OVGA is trying to accomplish given the state of the agency and status.

13. Adjourn

The Chairperson adjourned the meeting at approximately 3:57 pm.

SORT ORDER: OBJECT within BUDUNIT

SELECT BUDGET UNIT: 621601

Lg	BUDGET UNIT	Primary Ref	Transaction Description	SS	Ref Date	Job No	Debit	Credit	NET
GL	621601-1000	YEAREND	1. Balance Forward 2024-2025	JE	07/01/25	04122772	242,597.90	0.00	242,597.90
GL	621601-1000	INTRCBL	AutoID: JH25725B Job: 3927330	JE	07/15/25	03927330	760.44	0.00	243,358.34
GL	621601-1000	JE49834	AutoID: JA25717B Job: 3921747	JE	07/18/25	03921747	0.00	4,500.00	238,858.34
GL	621601-1000	TTLOH	AutoID:SW25829D Job:3957712	OH	09/02/25	03957712	0.00	1,397.50	237,460.84
GL	621601-1000	INTEREST	AutoID: JH25N03Z Job: 3996336	JE	09/30/25	03996336	3,235.48	0.00	240,696.32
GL	621601-1000	JE50396	AutoID: JC25C22A Job: 3989539	JE	10/22/25	03989539	0.00	3,037.84	237,658.48
GL	621601-1000	TTLOH	AutoID:AP26102B Job:4034966	OH	01/07/26	04034966	0.00	5,009.25	232,649.23
GL	621601-1000	JE50923	AutoID: JC26115A Job: 4093238	JE	01/15/26	04093238	0.00	1,885.91	230,763.32
GL	621601-1000	TTLOH	AutoID:AP26128E Job:4052559	OH	01/30/26	04052559	0.00	8,152.25	222,611.07
GL	621601-1000	INTEREST	AutoID: JH26212C Job: 4062506	JE	01/31/26	04062506	1,780.05	0.00	224,391.12
GL	621601-1000	TTLOH	AutoID:AP26302A Job:4074466	OH	03/04/26	04074466	0.00	4,009.00	220,382.12
GL	621601-1000	TTLOH	AutoID:AP26319F Job:4085586	OH	03/24/26	04085586	0.00	5,741.25	214,640.87
GL	621601-1000	INTEREST	AutoID: JH26421C Job: 4106346	JE	03/31/26	04106346	2,664.75	0.00	217,305.62
GL	621601-1000	JE51473	AutoID: JG26407B Job: 4095717	JE	04/07/26	04095717	0.00	6,204.73	211,100.89
GL	621601-1000	TTLOH	AutoID:GB26428B Job:4111671	OH	04/29/26	04111671	0.00	433.71	210,667.18
GL	621601-1000	JA25049	AutoID: JG26714B Job: 4168270	JE	06/28/26	04168270	0.00	1,664.66	209,002.52
GL	621601-1000	TTLOH	AutoID:GB26706D Job:4163400	OH	07/09/26	04163400	0.00	1,529.75	207,472.77
GL	621601-1000	TTLOH	AutoID:GB26706E Job:4163400	OH	07/09/26	04163400	0.00	2,000.00	205,472.77
GL	621601-1000	INTRCBL	AutoID: JH26723C Job: 4176700	JE	07/15/26	04176700	1,620.29	0.00	207,093.06
GL	621601-1000	TTLOH	AutoID:WD260710A Job:4171766	OH	07/17/26	04171766	0.00	2,437.50	204,655.56
******Total	*OBJT 1000		CLAIM ON CASH			DR	252,658.91	48,003.35	204,655.56
GL	621601-1160	YEAREND	1. Balance Forward 2024-2025	JE	07/01/25	04122772	760.44	0.00	760.44
GL	621601-1160	INTRCBL	4th QTR INTEREST RVRS	JE	07/15/25	03927330	0.00	760.44	0.00
GL	621601-1160	INTRCBL	4th QTR INTEREST	JE	06/30/26	04176659	1,620.29	0.00	1,620.29
GL	621601-1160	INTRCBL	4th QTR INTEREST RVRS	JE	07/15/26	04176700	0.00	1,620.29	0.00
******Total	*OBJT 1160		INTEREST RECEIVABLE			DR	2,380.73	2,380.73	0.00
GL	621601-1200	YEAREND	1. Balance Forward 2024-2025	JE	07/01/25	04122772	2,437.50	0.00	2,437.50
GL	621601-1200	2526 PREPAID	MA25212:GOLDEN STATE RISK MANA	JE	08/06/25	03938346	0.00	2,437.50	0.00
******Total	*OBJT 1200		PREPAID EXPENSES			DR	2,437.50	2,437.50	0.00
GL	621601-2000	TTLOH	AutoID:SW25829D Job:3956016	OH	08/29/25	03956016	0.00	1,397.50	1,397.50
GL	621601-2000	TTLOH	AutoID:SW25829D Job:3957712	OH	09/02/25	03957712	1,397.50	0.00	0.00
GL	621601-2000	TTLOH	AutoID:AP26102B Job:4031487	OH	01/02/26	04031487	0.00	5,009.25	5,009.25
GL	621601-2000	TTLOH	AutoID:AP26102B Job:4034966	OH	01/07/26	04034966	5,009.25	0.00	0.00
GL	621601-2000	TTLOH	AutoID:AP26128E Job:4051450	OH	01/28/26	04051450	0.00	8,152.25	8,152.25
GL	621601-2000	TTLOH	AutoID:AP26128E Job:4052559	OH	01/30/26	04052559	8,152.25	0.00	0.00
GL	621601-2000	TTLOH	AutoID:AP26302A Job:4071762	OH	03/02/26	04071762	0.00	4,009.00	4,009.00
GL	621601-2000	TTLOH	AutoID:AP26302A Job:4074466	OH	03/04/26	04074466	4,009.00	0.00	0.00
GL	621601-2000	TTLOH	AutoID:AP26319F Job:4083678	OH	03/19/26	04083678	0.00	5,741.25	5,741.25
GL	621601-2000	TTLOH	AutoID:AP26319F Job:4085586	OH	03/24/26	04085586	5,741.25	0.00	0.00
GL	621601-2000	TTLOH	AutoID:GB26428B Job:4110668	OH	04/28/26	04110668	0.00	433.71	433.71
GL	621601-2000	TTLOH	AutoID:GB26428B Job:4111671	OH	04/29/26	04111671	433.71	0.00	0.00
GL	621601-2000	TTLOH	AutoID:GB26706D Job:4159894	OH	06/28/26	04159894	0.00	1,529.75	1,529.75
GL	621601-2000	TTLOH	AutoID:GB26706E Job:4159922	OH	06/28/26	04159922	0.00	2,000.00	3,529.75
GL	621601-2000	TTLOH	AutoID:GB26706D Job:4163400	OH	07/09/26	04163400	1,529.75	0.00	2,000.00
GL	621601-2000	TTLOH	AutoID:GB26706E Job:4163400	OH	07/09/26	04163400	2,000.00	0.00	0.00
GL	621601-2000	TTLOH	AutoID:WD260710A Job:4167939	OH	07/14/26	04167939	0.00	2,437.50	2,437.50
GL	621601-2000	TTLOH	AutoID:WD260710A Job:4171766	OH	07/17/26	04171766	2,437.50	0.00	0.00
******Total	*OBJT 2000		ACCOUNTS PAYABLE			CR	30,710.21	30,710.21	0.00

SORT ORDER: OBJECT within BUDUNIT

SELECT BUDGET UNIT: 621601

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS	Ref Date	Job No	Debit	Credit	NET
GL 621601-3000	YEAREND	1. Balance Forward 2024-2025	JE	07/01/25	04122772	0.00	245,795.84	245,795.84
******Total *OBJT 3000		FUND BALANCE AVAILABLE			CR	0.00	245,795.84	245,795.84
GL 621601-4301	INTEREST	1ST QTR 25/26 INTEREST	JE	09/30/25	03996336	0.00	3,235.48	3,235.48
GL 621601-4301	INTEREST	2ND QTR 25/26 INTEREST	JE	01/31/26	04062506	0.00	1,780.05	5,015.53
GL 621601-4301	INTEREST	3RD QTR 25/26 INTEREST	JE	03/31/26	04106346	0.00	2,664.75	7,680.28
GL 621601-4301	INTRCBL	4th QTR INTEREST	JE	06/30/26	04176659	0.00	1,620.29	9,300.57
******Total *OBJT 4301		INTEREST FROM TREASURY			CR	0.00	9,300.57	9,300.57
GL 621601-5155	2526 PREPAID	MA25212:GOLDEN STATE RISK MANA	JE	08/06/25	03938346	2,437.50	0.00	2,437.50
GL 621601-5155	INV004987	GOLDEN STATE RI OWENS VALLEY G	OH	07/14/26	04167939	2,437.50	0.00	4,875.00
******Total *OBJT 5155		PUBLIC LIABILITY INSURANCE			DR	4,875.00	0.00	4,875.00
GL 621601-5265	279334R	DANIEL B STEPHE PROJECT# DB23.	OH	08/29/25	03956016	1,397.50	0.00	1,397.50
GL 621601-5265	282631	DANIEL B STEPHE PROJECT# DB23.	OH	01/02/26	04031487	5,009.25	0.00	6,406.75
GL 621601-5265	283353	DANIEL B STEPHE PROJECT# DB23.	OH	01/28/26	04051450	8,152.25	0.00	14,559.00
GL 621601-5265	285158	DANIEL B STEPHE PROJECT# DB23.	OH	03/02/26	04071762	4,009.00	0.00	18,568.00
GL 621601-5265	285601	DANIEL B STEPHE PROJECT# DB23.	OH	03/19/26	04083678	5,741.25	0.00	24,309.25
GL 621601-5265	286524	DANIEL B STEPHE PROJECT# DB23.	OH	04/28/26	04110668	433.71	0.00	24,742.96
GL 621601-5265	288446	DANIEL B STEPHE PROJECT# DB23.	OH	06/28/26	04159894	1,529.75	0.00	26,272.71
GL 621601-5265	288459R	DANIEL B STEPHE P# DBMS.00	OH	06/28/26	04159922	2,000.00	0.00	28,272.71
******Total *OBJT 5265		PROFESSIONAL & SPECIAL SERVICE			DR	28,272.71	0.00	28,272.71
GL 621601-5539	JE49834	25-26 OVGA STAF TIME	JE	07/18/25	03921747	4,500.00	0.00	4,500.00
GL 621601-5539	JE50396	JUL-SEP25 OVGA STAFF SVCS	JE	10/22/25	03989539	3,037.84	0.00	7,537.84
GL 621601-5539	JE50923	OCT-DEC25 OVGA STAFF SVCS	JE	01/15/26	04093238	1,885.91	0.00	9,423.75
GL 621601-5539	JE51473	JAN-MAR26 OVGA STAFF SVCS	JE	04/07/26	04095717	6,204.73	0.00	15,628.48
GL 621601-5539	JA25049	APR-JUN26 OVGA STAFF TIME	JE	06/28/26	04168270	1,664.66	0.00	17,293.14
******Total *OBJT 5539		OTHER AGENCY CONTRIBUTIONS			DR	17,293.14	0.00	17,293.14
******Total *BUDG 621601		OVGA-OWENS VALLEY GROUNDWATER			DR-CR	338,628.20	338,628.20	0.00
		** G R A N D T O T A L **			DR-CR	338,628.20	338,628.20	0.00

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As Of 6/30/2027

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER						
Revenue						
4301	INTEREST FROM TREASURY	12,000.00	0.00	0.00	12,000.00	0.00
	Revenue Total:	12,000.00	0.00	0.00	12,000.00	0.00
Expenditure						
5129	INTERNAL COPY CHARGES (NON-IS)	50.00	0.00	0.00	50.00	0.00
5155	PUBLIC LIABILITY INSURANCE	2,500.00	2,437.50	0.00	62.50	97.50
5263	ADVERTISING	300.00	0.00	0.00	300.00	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	28,000.00	0.00	8,727.29	19,272.71	31.16
5291	OFFICE, SPACE & SITE RENTAL	400.00	0.00	0.00	400.00	0.00
5311	GENERAL OPERATING EXPENSE	500.00	0.00	0.00	500.00	0.00
5539	OTHER AGENCY CONTRIBUTIONS	30,500.00	0.00	0.00	30,500.00	0.00
5901	CONTINGENCIES	5,000.00	0.00	0.00	5,000.00	0.00
	Expenditure Total:	67,250.00	2,437.50	8,727.29	56,085.21	16.60
621601	**Key Total:**	(55,250.00)	(2,437.50)	(8,727.29)	(44,085.21)	

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As Of 6/30/2026

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 621601 - OVGA-OWENS VALLEY GROUNDWATER						
Revenue						
4301	INTEREST FROM TREASURY	3,000.00	9,300.57	0.00	(6,300.57)	310.01
	Revenue Total:	3,000.00	9,300.57	0.00	(6,300.57)	310.01
Expenditure						
5129	INTERNAL COPY CHARGES (NON-IS)	50.00	0.00	0.00	50.00	0.00
5155	PUBLIC LIABILITY INSURANCE	2,500.00	2,437.50	0.00	62.50	97.50
5263	ADVERTISING	300.00	0.00	0.00	300.00	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	38,000.00	28,272.71	8,727.29	1,000.00	97.36
5291	OFFICE, SPACE & SITE RENTAL	400.00	0.00	0.00	400.00	0.00
5311	GENERAL OPERATING EXPENSE	500.00	0.00	0.00	500.00	0.00
5539	OTHER AGENCY CONTRIBUTIONS	35,910.00	17,293.14	0.00	18,616.86	48.15
5901	CONTINGENCIES	5,000.00	0.00	0.00	5,000.00	0.00
	Expenditure Total:	82,660.00	48,003.35	8,727.29	25,929.36	68.63
621601	**Key Total:**	(79,660.00)	(38,702.78)	(8,727.29)	(32,229.93)	

COUNTY OF INYO

UNDESIGNATED FUND BALANCES sorted by FUND NAME

AS OF 06/30/2026

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
WDIR - WATER										
6272 OVGA-OWENS VALLEY GROUNDWATER	209,003	1,620			3,530			207,093	8,727	198,366
WDIR Totals	209,003	1,620			3,530			207,093	8,727	198,366
Grand Totals	**209,003**	**1,620**			**3,530**			**207,093**	**8,727**	**198,366**

OWENS VALLEY GROUNDWATER AUTHORITY

OWENS VALLEY GROUNDWATER AUTHORITY

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

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

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

Staff Report

DATE: September 1, 2026

SUBJECT: Agenda Item #7: Approval of Water Year 2024 OVGA Annual Report and direction to submit to DWR

The Owens Valley and Fish Slough Subbasins GSP Annual Report for Water Year 2024 (October 1, 2023, through September 30, 2024) includes analysis of data, by management area, that have been collected since the GSP was submitted to DWR in January 2022 and builds on previous WY GSP annual reports. It was finalized on April 30, 2026, and is available for download on the OVGA website at: https://ovga.us/annual-reports/.

Staff Recommendation

Staff recommends approval of the Owens Valley and Fish Slough Subbasins GSP Annual Report--Water Year 2024 and requests direction to submit the report to DWR.

OWENS VALLEY GROUNDWATER AUTHORITY

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

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

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

Staff Report

DATE: September 1, 2026

SUBJECT: Agenda Item #8: Approval of Amendment #2 to the Executive Manager Staff Services Contract to update staff hourly rates

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The Executive Manager Staff Services Contract covers staff members from the Inyo County Water Department who perform OVGA duties. Billing rates for each staff member are included in the contract. Due to recent changes to salaries and benefits within Inyo County, including step increases, cost-of-living increases, and new staff, the billing rates for ICWD staff have changed. These new rates have been incorporated as Amendment #2 to the contract. It is not expected that the increased rates will alter the not-to-exceed amount of $20,000 for staff services for the 2026-27 fiscal year. The rates will be retroactive to July 1, 2026.

Staff Recommendation

Staff recommends approval of Amendment #2 to the Staff Services Contract.

AMENDMENT NUMBER _____TWO_________

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"), have entered into an Agreement for the Provision of Independent ____Contractor Services__________ dated _______April 21, 2024___________, on County of Inyo Modified Contract No.____118____, for the term from __March 14, 2024________ through ______until terminated_.

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

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.

OVGA and Contractor hereby amend such Agreement as follows:

Schedule B hourly rates to be updated as follows:

Executive Manager & Staff County Rate Sheet

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

Position	**Rate per Hour**
Executive Manager, Inyo County Water Director	$119.65
Senior Scientist	$ 96.57
Administrative Analyst	$ 75.48

The effective date of this Amendment to the Agreement is 7/01/2026.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER ONE

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS **1ST** DAY OF **September**, **2026**.

OVGA

By: ______________________________

____
Type or Print Name

Dated: ______________________________

CONTRACTOR

By: ______________________________

____
Type or Print Name

Dated ______________________________

APPROVED AS TO FORM AND LEGALITY:

____
OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

____
OVGA Auditor

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") 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 a "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 the OVGA Board and shall be directed to Holly Alpert on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Holly Alpert (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary to 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 the OVGA should have some need for such services or work during the term of this Agreement.

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

2. TERM.

Effective as of March 14, 2024, Contractor shall provide services to the OVGA through the Inyo County Water Department when and if requested by the 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 B 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, 2024 and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

B. Travel and per diem. – OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by the 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 the OVGA Executive Manager. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment 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 $25,410 – Twenty five thousand four hundred ten (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, quarterly, 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 the OVGA, and incurred by the 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 Con tractor shall be notified of the expected payment date in writing should the payment schedule be altered.

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

Agreement, Contractor will convey possession and title to all such properties to OVGA.

8. WORKERS' COMPENSATION.

Contractor 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 **D** 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 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 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, 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 Name
P.O. Box 337 Street
Independence, CA 93526 City and State

Contractor:

COUNTY OF INYO Name
P. O. BOX 337 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 _________________________, _________.

OVGA	**CONTRACTOR**
By: Karen M. Kong	By: Holly Alpert
KAREN KONG	Holly Alpert
Type or Print Name	Type or Print Name
Dated: 4/21/24	Dated: 4/29/24

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Apr 25, 2024 16:33 PDT)

OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

OVGA Auditor

ATTACHMENT A

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

SCOPE OF WORK:

Executive Manager Powers and Duties. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager & staff are:

- On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors a proposed budget for the upcoming fiscal year.
- To prepare and present the GSA's annual report.
- To attend all meetings of the Board of Directors and act as secretary to 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, prior to the next regular meeting of the Board of Directors
- To monitor and regulate provided well information.
- To purchase or lease items, fixed assets, or services within the levels authorized by the Bylaws and Executive Manager purchasing authority.
- 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 COUTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCHEDULE OF FEES:

EXECUTIVE MANAGER & STAFF COUNTY RATE SHEET

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

Position	Rate per Hour
Executive Manager, Inyo County Water Director	$90.96
Senior Scientist	$76.51
Administrative Analyst	$75.66

ATTACHMENT C

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

SEE ATTACHED INSURANCE PROVISIONS

OWENS VALLEY GROUNDWATER AUTHORITY

OWENS VALLEY GROUNDWATER AUTHORITY

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

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

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

Staff Report

Date: September 1, 2026

Subject: Agenda item #9: Discussion of Ordinance 2022-01 Well Registration Program enforcement

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Background

Ordinance 2022-01, adopted in August 2022, requires non-de minimis groundwater producers to register wells with the OVGA and to report pumping annually by April 1. As of July 1, 2026:

- 18 of 51 known non-de minimis producers (35 percent) have registered their wells.
- Fewer than half of those registrants reported their calendar year 2025 pumping.
- Production from the 18 reporting entities represents an estimated 50–70 percent of pumping in the non-adjudicated portion of the basin.
- The largest non-LADWP pumpers are complying with registration and reporting requirements.

The ordinance has no enforcement mechanism to compel groundwater extraction facilities to comply, though the Inyo County Environmental Health Department has added information about the requirement into its well permitting process to encourage new facilities to register their wells. Some pumpers have cited concerns with the cost to comply with the ordinance and have refused to participate. In some instances, wells do not have meters, so pumpers are either providing an estimate amount of water pumped or do not report an amount at all, since the ordinance does not require wells to be equipped with meters.

Well Registration Ordinance Enforcement Options
The Board may consider amendments to Ordinance 2022-01 to add enforcement mechanisms. Options include:

1. Penalties for Non-Compliance
California Water Code Section 10732 authorizes fines of up to $1,000 plus $100 per additional day of continuing violation for failure to comply with a groundwater sustainability agency ordinance. Penalties could apply separately to failure to register and failure to report annual pumping.

2. Meter Installation Requirements
Under Water Code Section 10725.8, the Board may require meters on wells subject to the ordinance, at the pumpers' expense, paired with enforcement of pumping-reporting requirements.

DWR staff communicated its opinion to OVGA staff that the OVGA retains authority to implement the GSP in spite of the GSP not being approved by the State. Whether or not your Board would like to enforce the GSP requirements given the lack of acceptance by the State is a policy consideration.

Staff Recommendation
Adding enforcement provisions would impose significant new costs on OVGA at a time when no revenue streams are available. Enforcement would require substantial staff time, additional staffing or contracted administrative capacity, and potentially the cost of a challenge to enforcement of GSP provisions.

Staff recommends that the Board:

1. **Revisit potential ordinance revisions and enforcement actions at a later date,** once the GSP's incomplete status is resolved and/or new OVGA revenue sources are identified; and
2. **Focus in the interim on education and outreach**, including development of materials for non-compliant pumpers explaining the importance of the program and the straightforward nature of reporting.

BEFORE THE BOARD OF DIRECTORS OF THE OWENS VALLEY GROUNDWATER AUTHORITY

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.

I, Laura Piper **, Clerk of the Board of Directors for the Owens Valley Groundwater Authority, do certify that the following ordinance, on motion of Director** Vaughn**, seconded by Director** Elias **, 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: -5-

NOES: -0-

ABSENT:

Karen M. Kong

Chairman of the Board
Owens Valley Groundwater Authority

ATTEST:

Clerk of the Board of Directors
Owens Valley Groundwater Authority

Laura Piper

Aaron Steinwand
Executive Manager
Owens Valley Groundwater Authority

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 GROUNDATER 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.