KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center
3200 Rio Mirada Drive
Bakersfield, California

Notice of
Special Board Meeting

June 26, 2025

AGENDA

I. Call to Order – 11:30 a.m.

II. Report of the General Counsel
   A. Authorization for Closed Session regarding:
      1. Conference with Legal Counsel – Public Employment:
      (Government Code section 54957):
      Title: General Manager

III. Closed Session Report

IV. Directors' Forum

V. Public Comment
Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.

VI. Report regarding Agency Management and overview discussion regarding Strategic Planning Process

VII. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on June 20, 2025.

Stephanie N. Prince, Board Secretary

Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center
3200 Rio Mirada Drive
Bakersfield, California 93308

Notice of
BOARD OF DIRECTORS MEETING

June 26, 2025

Conference Line: +1 (571) 317-3122
Access Code: 863-465-805#
https://global.gotomeeting.com/join/863465805

AGENDA

I. Call to order – 12:00 p.m.

II. Report of the General Counsel
  A. Authorization for Closed Session regarding:

    1. Conference with Legal Counsel – Existing Litigation
    (Government Code section 54956.9, subdivision (a)):

      a. Applications Filed for Kern River Water

      b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments

      c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)

      d. California Department of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds

      e. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)

      f. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)

      g. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)

h. California Sportfishing Protection Alliance, *et al*. v. California State Water Resources Control Board, *et al*., Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)

i. California Sportfishing Protection Alliance, *et al*. v. State Water Resources Control Board, *et al*., Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)

j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)

k. Pacific Coast Federation of Fishermen's Associations, *et al*. v. Ross,., E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al*. v. Ross, *et al*., E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)

l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)

m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974

n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117

o. Temporary Applications Filed for Kern River Water

p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220

q. Delta Conveyance Project Litigation, Court Case No. 24WM000017

r. California Sportsfishing Alliance, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000181; Tehama-Colusa Canal Authority, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000183; San Francisco Baykeeper, et al. v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000185; and Central Delta Water Agency and South Delta Water Agency v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000186 (2024 Incidental Take Permit Litigation)

s. Mass X, Inc. v. Kern County Water Agency, et al., Kern County Superior Court Case No. BCV-24-104394

t. Department of Water Resources v. All Persons Interested in the Matter of Delta Conveyance Project Program Revenue Bonds etc. (2025 DWR Validation Action), Sacramento County Superior Court Case No. 25 CV000704

2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):

a. Two potential suits

3. Conference with Real Property Negotiator (Government Code section 54956.8):

a. Negotiator: Water Resources Manager
Property: State Water Project Water
Parties: California Department of Water Resources and State Water Project Contractors
Under Negotiation: Price & Terms

4. Conference with Labor Negotiator (Government Code sections 54957, 54957.6):
Agency Negotiators: Human Resources Manager and Outside Labor Counsel
Labor Groups: General Bargaining Unit

5. Conference with Legal Counsel – Public Employment:
(Government Code section 54957):
Title: General Manager

III. Closed Session Report

IV. Public Hearing – Vacancy Disclosure within the Kern County Water Agency (AB 2561)

V. Public Hearing – Continued Public Hearing and Adoption of the Proposed Fiscal Year 2025-26 Budget

VI. Directors' Forum

VII. Public Comment
Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.

VIII. Report regarding Agency Management

IX. Advisory Committee Reports

A. Cross Valley Canal Advisory Committee

B. Improvement District No. 3 Advisory Committee

C. Urban Bakersfield Advisory Committee

X. Consent Agenda Items

The following items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board President prior to the start of the meeting) requests that an item be removed for separate consideration:

1. Minutes of Board Meetings and Committee Meetings –

Special Board Meeting	May 22, 2025
Regular Board Meeting	May 22, 2025
Special Board Meeting	May 27, 2025
Special Board Meeting	June 11, 2025

2. Appointment of Association of California Water Agencies Joint Powers Insurance Authority Director and Alternate Directors

3. Authorization to Renew a Public Education and Outreach Consultant Contract

4. Consideration of the Kern County Water Agency Investment Policy

5. Authorization to Enter into and Terminate Agreements with U.S. Bank

6. Authorization to Order the Deposit or Withdrawal of Money in the Local Agency Investment Fund

7. Authorization to Renew an Information Technology Service Provider Contract

8. Authorization to Renew a Database Program Consultant Contract

9. Authorization to Renew the Kern County Water Agency Contract for Landscaping Services

10. Authorization to Renew the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center

11. Authorization to Renew a Contract for Crane and Trucking Services

12. Authorization to Renew a Contract for Service and Repair Work on Electrical Equipment and/or Systems

13. Appointment of the Kern County Water Agency Representatives to the Delta Conveyance Design and Construction Authority Board of Directors

14. Appointment of Kern County Water Agency on behalf of Improvement District No. 4 Representatives to the Kern Non-District Lands Authority Board of Directors

15. Authorization to Renew a Water Education Consultant Contract

16. Authorization to Renew a Treated Water Production and Water Quality Consultant Contract

17. Authorization to Execute Annual Purchase Agreements for Water Treatment Process Chemical Supplies

18. Authorization to Renew the Contract for Heating, Ventilating and Air Conditioning Services and Repairs for Improvement District No. 4 Facilities

19. Authorization to Renew an Electrical Engineering Consultant Contract

XI. Board Committee Reports

The following items will be discussed in detail at the meeting and may result in appropriate action being taken relating to the subject matter (such action may or may not conform to any staff recommended action):

A. **ADMINISTRATIVE COMMITTEE** – Director Cattani, Chair

1. Report of the Administrative Operations Manager

2. Payment of the Bills

3. Financial Report

4. Authorization to Participate in the California Employers' Pension Prefunding Trust Fund

5. Authorization to Execute a Memorandum of Understanding with the General Bargaining Unit

6. Consideration of Setting Forth Terms and Conditions relating to Unrepresented Confidential Employees – Non Managers

B. **POLICY COMMITTEE** – Director Milobar, Chair

1. Update on Delta Conveyance Activities

2. Update on Legislative Activities

C. **WATER RESOURCES COMMITTEE** – Director Fast, Chair

1. Report of the Water Resources Manager

2. Report on the State Water Contractors Board Meeting

3. Report on the State Water Project Contractors Authority Board Meeting

4. Report on 2025 State Water Project and Central Valley Project Allocations and Operations

5. Water Delivery Operations

    a. Report on Kern County Water Agency California Aqueduct Deliveries

    b. Update on Water Transfers, Exchanges and Purchases

6. Report on the Kern Non-Districted Lands Authority Meetings

D. **WATER MANAGEMENT COMMITTEE** – Director Kroeker, Chair

1. Report of the Engineering and Groundwater Services Manager

    a. Update on Groundwater Banking Construction/Maintenance Projects

2. Report on 2025 Water Operations

3. Authorization to Amend the 2025 Pioneer Project Budget

4. Update on Pioneer Project Recharge Facilities – Basin 11

    a. Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project

    b. Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts

    c. Authorization to Retain a Construction Management Services Consultant for the Basin 1-11 Project and the Low Flow Channel Project

5. North Pioneer East Basin Turnout Structures Project

    a. Authorization to Execute the Notice of Award for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01

    b. Authorization to Execute Amendment No. 1 to the Kern County Water Agency Agreement for Engineering Services for the North Pioneer East Basin Turnout Structures Project

    c. Authorization to Retain a Geotechnical Services Consultant for the North Pioneer East Basin Turnout Structures Project

    d. Authorization to Retain a Construction Management Services Consultant for the North Pioneer East Basin Turnout Structures Project

6. Setting of the Fiscal Year 2025-26 Improvement District No. 3 Benefit Assessments

7. Report on Kern Water Bank Activities

E. **CROSS VALLEY CANAL COMMITTEE** – Director Lundquist, Chair

1. Report of the Water Resources Manager

   a. Update on Cross Valley Canal Construction/Maintenance Projects

   b. Update on Cross Valley Canal Losses

2. Report on Cross Valley Canal Operations and Deliveries

3. Authorization to Request Proposals for the Flow Meter Study for Conveyance Facilities of the Cross Valley Canal and Banking Projects

4. Authorization to Execute the Agreement Between Groundwater Banking Joint Powers Authority and Kern County Water Agency for Preliminary Planning and Design Costs Related to Alternative No. 5 Project Related to the Kern Fan Groundwater Storage Project

F. **URBAN BAKERSFIELD COMMITTEE** – Director Wulff, Chair

1. Report of the Improvement District No. 4 Manager

   a. Report on the Kern River Groundwater Sustainability Agency Meeting

2. Improvement District No. 4 Water Education Program

   a. Update on the Improvement District No. 4 Water Education Program

3. Report on the Improvement District No. 4 2025 Water Supply and Management Plan

4. Report on the Henry C. Garnett Water Purification Plant

5. Authorization to Execute Amendment No. 5 to the Kern County Water Agency Agreement for Improvement District No. 4's North and East Pipeline Integrity Project

6. Authorization to Retain an Engineering Consultant for the McCray Street Paving Project

XII. Correspondence

XIII. Brief Report on Potential New Business

XIV. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on June 20, 2025.

Stephanie N. Prince, Board Secretary

Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

DRAFT

MEMORANDUM

TO: Board of Directors 20.2.1
Agenda Item No. V.

FROM: Audrey Garcia

DATE: June 26, 2025

SUBJECT: Continued Public Hearing and Adoption of the Proposed Fiscal Year 2025-26 Budget

Issue:
Consider approval of the Fiscal Year 2025-26 Budget.

Recommended Motion:
Adopt Resolution No. 18-25 approving the Kern County Water Agency's Fiscal Year 2025-26 Budget.

Discussion:
Section 7.6 of the Kern County Water Agency (Agency) Act requires the Agency Board of Directors (Board) to hold a public hearing before approving a budget. The public hearing notice to consider the Fiscal Year 2025-26 Preliminary Budget (Budget) was published as prescribed by law. The public hearing to discuss and consider the Budget was opened at the May 22, 2025 Board meeting. To date, no public comments have been made on the Budget.

Sufficient opportunity has been provided for input from directors and staff. A draft of the Proposed Budget was previously admitted into the hearing record as Exhibit 2. Recommended changes to the Budget may be found on Exhibit A to Resolution No. 18-25.

Staff recommends receiving and considering any and all public comments which may be presented at today's hearing, closing the hearing and adopting Resolution No. 18-25 thereby formally adopting the Agency's Fiscal Year 2025-26 Budget.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTING KERN COUNTY *
WATER AGENCY FISCAL *
YEAR 2025-26 BUDGET *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

_____
Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 18-25

WHEREAS, the Board of Directors (Board) of the Kern County Water Agency (Agency) has the responsibility to adopt a budget for the Agency each fiscal year; and

WHEREAS, Agency staff prepared a Preliminary Budget for Fiscal Year 2025-26; and

WHEREAS, section 7.6 of the Agency Act provides, in part, that the Board shall not approve an Agency budget unless the Board has first conducted a public hearing; and

WHEREAS, the Secretary of the Board duly advertised a public hearing for the purpose of receiving public input on the budget; and

WHEREAS, the Agency conducted public hearings for the Fiscal Year 2025-26 Budget on May 22, 2025 and June 26, 2025; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. The Kern County Water Agency Fiscal Year 2025-26 Preliminary Budget as presented and submitted at the May 22, 2025 budget hearing, together with the recommended changes in Exhibit A, as attached, be adopted as the Kern County Water Agency's Fiscal Year 2025-26 Budget.

Exhibit A

Recommended Changes
to the
Kern County Water Agency
FY 2025-26 Preliminary Budget (In Dollars)

	A	B	C	D	E	F	G	H	I
	Fiscal Year	**Fund**	**Cost Center**	**Object Code**	**Current Amount**	**Proposed Amount**	**Favorable / (Unfavorable)**		
1	2025-26	State Contract Payment Fund	16 - State Activities	7099 - Transfers from Other Funds	3,136,500	2,981,842	(154,658)	rev	1
2	2025-26	State Contract Payment Fund	16 - State Activities	5550 - Associations & Memberships	1,106,700	952,042	154,658	exp	2
3	2025-26	State Contract Payment Fund	18 - Bay-Delta Activities	7099 - Transfers from Other Funds	1,647,840	1,694,049	46,209	rev	3
4	2025-26	State Contract Payment Fund	18 - Bay-Delta Activities	5550 - Associations & Memberships	720,600	766,809	(46,209)	exp	4
5							-		5
6									6
7	2025-26	Water Management Fund	29 - Water Management Fund	7099 - Transfers from Other Funds	3,884,551	3,993,000	108,449	rev	7
8	2025-26	Water Management Fund	29 - Water Management Fund	5170 - Other Water Purchases	75,668,941	75,777,390	(108,449)	exp	8
9							-		9
10									10
11	2025-26	Improvement District No. 4	47 - Treated Water	4150 - Treated Water Sales	11,766,500	12,136,665	370,165	rev	11
12	2025-26	Improvement District No. 4		ID4 Rate Stabilization Designation - Cancellation	1,728,596	1,699,247	(29,349)	rev	12
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rev = revenue (or other inflow); exp = expenditure (or other outflow)

Exhibit A

Recommended Changes
to the
Kern County Water Agency
FY 2025-26 Preliminary Budget (In Dollars)

	A	B	C	D	E	F	G	H	I
	Changes to Exhibit Section of the FY 2023-24 Preliminary Budget:								
	Fiscal Year	**Fund**	**Cost Center**	**Assoc. & Prof. Memberships Exhibit "A" Description (5550)**	**Current Amount**	**Proposed Amount**	**Decrease / (Increase)**		**Item No.**
1	2025-26	State Contract Payment Fund	16 - State Activities	State Water Contractors, Inc*	1,098,500	943,842	154,658		1
2	2025-26	State Contract Payment Fund	18 - Bay-Delta Activities	State Water Contractors, Inc*	709,400	755,609	(46,209)		2
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rev = revenue (or other inflow); exp = expenditure (or other outflow)

Consent Agenda Items

Minutes of Board Meetings and Committee Meetings

DRAFT

May 22, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 10:30 a.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors:	President Eric L. Averett, Vice President Martin Milobar, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Gene A. Lundquist and Laura Cattani
Absent Directors:	None
Present for the Agency:	Thomas D. McCarthy, General Manager Stephanie N. Prince, Board Secretary James D. Ciampa, Lagerlof, LLP
Present for the Member Units:	Richard Iger, Kern Delta Water District Dan Bartel, Rosedale-Rio Bravo Water Storage District

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President Averett called the meeting to order at 10:30 a.m.

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Subject: Directors' Forum

None.

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Subject: Public Comment

None.

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Subject: Report of the General Manager

Tom McCarthy had nothing to report under the Report of the General Manager.

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Agency staff provided a presentation on the Agency's General Fund and State Contract Payment Fund Budgets and Cash Flow Projections and provided a review of the Fiscal Year 2025-26 Preliminary Budget for all funds.

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Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Wulff made a motion and Director Milobar seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the end of this special Board meeting.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

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President Averett adjourned the meeting to closed session at 11:39 a.m.

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President Averett adjourned closed session at 11:48 a.m.

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President Averett reconvened the meeting to open session at 11:49 a.m.

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Mr. Ciampa reported that no reportable actions were taken in closed session.

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President Averett adjourned the meeting at 11:50 a.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 26th day of June, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its regular meeting of the Board at the hour of 12:00 p.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California and via teleconference and go to meeting.

Present Directors:	President Eric L. Averett, Vice President Martin Milobar, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Gene A. Lundquist, Laura Cattani and Jay Kroeker
Absent Directors:	None
Present for the Agency:	Thomas D. McCarthy, General Manager Stephanie N. Prince, Board Secretary James D. Ciampa, Lagerlof, LLP
Present for the Member Units:	Mark Gilkey, Belridge Water Storage District, Berrenda Mesa Water District and Lost Hills Water District Jamie Marquez, Belridge Water Storage District, Berrenda Mesa Water District and Lost Hills Water District Tim Ashlock, Buena Vista Water Storage District Amrit Mangat, Buena Vista Water Storage District David Ansolabehere, Cawelo Water Storage District Wes Shryock, Improvement District No. 4 Richard Iger, Kern Delta Water District Steven Teglia, Kern Delta Water District Dan Bartel, Rosedale-Rio Bravo Water Storage District Roy Pierucci, Rosedale-Rio Bravo Water Storage District Trent Taylor, Rosedale-Rio Bravo Water Storage District Barry Watts, Rosedale-Rio Bravo Water Storage District Jason Gianquinto, Semitropic Water Storage District Becky Ortiz, Semitropic Water Storage District Eric McDaris, Wheeler Ridge-Maricopa Water Storage District Sheridan Nicholas, Wheeler Ridge-Maricopa Water Storage District

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President Averett called the meeting to order at 12:00 p.m.

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Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Wulff made a motion and Director Lundquist seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

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President Averett adjourned the meeting to closed session at 12:01 p.m.

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President Averett adjourned closed session at 1:06 p.m.

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President Averett reconvened the meeting to open session at 1:08 p.m.

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Mr. Ciampa reported that no reportable actions were taken in closed session. Mr. Ciampa further reported the closed session was not completed and that the Board will go back into closed session after the public comment item on the agenda.

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Subject: Public Hearing

President: In accordance with section 7.6 of the Kern County Water Agency Act, this is a public hearing by the Board of Directors of the Kern County Water Agency regarding the proposed Fiscal Year 2025-26 Preliminary Budget. The hearing was advertised to be held at 1:00 p.m. on May 22, 2025, and continued to 1:00 p.m. on June 26, 2025, in the Board Room of the Stuart T. Pyle Water Resources Center located at 3200 Rio Mirada Drive, Bakersfield, California and via GoToMeeting. Any person interested in the proposed preliminary budget may submit evidence. The Board President may impose reasonable restrictions as to the time allowed for any person if it appears the matter has been previously covered, is repetitious, or outside the purpose and scope of this hearing. At the conclusion of today's testimony, I will ask for a motion to continue the hearing to our next regularly scheduled Board meeting. Madam Secretary, was the hearing properly noticed?

Prince: Yes.

President: The hearing is now open. All those desiring to appear should state your name and affiliation for the record.

Garcia: Good afternoon, President Averett. For the record, I am Audrey Garcia, Business Manager for the Agency. I have before me the Proof of Publication for this budget hearing, and I would ask that it be marked and introduced into the hearing record.

President: The Proof of Publication will be marked and introduced as Exhibit 1.

Garcia: Thank you, President Averett. With input and assistance from Agency staff, this draft budget was prepared. It represents Agency staff's best current estimate of the budgetary requirements of the Agency during Fiscal Year 2025-26. I would ask that it be marked and introduced into the hearing record.

President: The draft budget will be marked and introduced as Exhibit 2.

Garcia: Thank you, President Averett. I will defer any further testimony until the date of the continued hearing. However, I would be glad to answer any questions the Board may have at this time.

President: Is there anyone that would like to provide additional testimony?

President: It appears no one else desires to be heard today. A motion from the Board to continue the hearing to June 26, 2025 at 1:00 p.m. would be appropriate at this time.

Action: Director Fast made a motion and Director Lundquist seconded to continue the public hearing to June 26, 2025 at 1:00 p.m.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

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Subject: Directors' Forum

None.

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Subject: Public Comment

The Agency Board meeting was attended by a collective of Agency staff expressing their concerns regarding the adoption of the Memorandum of Understanding with the General Bargaining Unit.

Veronica Arreola, a 14-year Agency employee and member of SEIU Local 521, addressed the Board on behalf of dedicated staff. She expressed concern over the current direction of contract negotiations, stating that many employees feel their loyalty and hard work are being overlooked. Staff are seeking fairness, stability, and recognition, emphasizing that this is ultimately about a respectful and supportive workplace culture. Despite frustrations, she noted the employees remain hopeful for a constructive path forward.

Miguel De La Torre, a 7-year Agency employee and member of SEIU Local 521, expressed concern over staff leaving for better pay, resulting in the loss of valuable experience. He emphasized that remaining employees are taking on more with fewer resources, driven by dedication to the Agency's mission. He questioned whether leadership still values staff equally, urging fair and equitable wage increases that reflect the importance of their work protecting California's water.

D.J. Billiard, a 14-year Agency employee and member of SEIU Local 521, urged the Board to ensure its negotiating team works efficiently and in good faith to reach a fair, timely agreement that supports the workforce and protects the region's vital water systems.

President Averett expressed his appreciation to all attendees for their presence and input. He acknowledged the challenges involved in the ongoing negotiations and reassured staff that the Agency Board is actively reviewing the current status of those negotiations.

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President Averett adjourned the meeting to closed session at 1:18 p.m.

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President Averett adjourned closed session at 1:45 p.m.

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President Averett reconvened the meeting to open session at 1:54 p.m.

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Mr. Ciampa reported that no reportable actions were taken in closed session. Mr. Ciampa reported the closed session was not completed and the Board will go back into closed session at the end of the regular meeting.

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Subject: Minutes of Board Meetings

Action: Director Lundquist made a motion and Director Milobar seconded to approve the April 24, 2025 regular Board meeting minutes, the May 2, 2025 special Board meeting minutes, and the May 7, 2025 special Board meeting minutes.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

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Subject: Report of the General Manager

Tom McCarthy reported that on May 12, 2025, Andrew Ramirez joined the Agency as a Laboratory Analyst I in the Improvement District No. 4 (ID4) Department.

Mr. McCarthy reported that on May 27, 2025, Madison Brown will transfer from her current position as an Office Assistant for the Administrative Operations Department to a Management Assistant I for the Water Resources Department. In her new assignment, Madison will be working under the direction of Lauren Bauer, Water Resources Manager.

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Subject: Cross Valley Canal Advisory Committee

Lauren Bauer reported that the Cross Valley Canal (CVC) Advisory Committee conducted its regular meeting on May 21, 2025, and Directors Fast, Lundquist and Wulff attended the meeting. Items discussed at the meeting will be covered under the CVC Committee agenda item.

- - - - - - - - - - - -

Subject: Improvement District No. 3 Advisory Committee

Lauren Bauer reported that the Improvement District No. 3 Advisory Committee did not meet this month; however, the next scheduled meeting will be on Friday, June 27, 2025.

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Subject: Urban Bakersfield Advisory Committee

Wes Shryock reported that the Urban Bakersfield Advisory Committee (UBAC) conducted its regular meeting on May 21, 2025, and Directors Fast, Kroeker, Lundquist and Wulff attended the meeting. Items discussed at the meeting will be covered under the Urban Committee agenda item.

- - - - - - - - - - - -

Subject: Administrative Committee

Nick Pavletich reported that electrical maintenance and lighting replacement are currently underway in the board room of the Stuart T. Pyle Water Resource Center. Additionally, work is in progress on the HVAC unit located in the East Wing of the STPWRC. The Board then considered other Administrative Committee items.

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Action: Director Cattani made a motion and Director Milobar seconded to approve payment of the bills for the month of May 2025 in the amount of $9,733,492.70 for all cost centers except Improvement District No. 4, and $436,179.51 for Improvement District No. 4.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Nick Pavletich provided an update on the Financial Report.

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Action: Director Cattani made a motion and Director Milobar seconded to adopt Resolution No. 13-25 authorizing a $5,000,000 deposit into the Kern County Water Agency's account in the California Employers' Retiree Benefit Trust Fund to set aside and invest funds toward the unfunded liability associated with the Kern County Water Agency's Other Post-Employment Benefits.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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The item entitled, "Authorization to Participate in the California Employers' Pension Prefunding Trust Fund" was tabled.

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Action: Director Cattani made a motion and Director Lundquist seconded to authorize execution of Amendment No. 1 to the Master Service Agreement with Carney's Business Technology Center, Inc., to increase the expenditure limit an additional $35,000, for a total amount not to exceed $225,000, subject to approval of General Counsel as to legal form, as outlined in the May 22, 2025 staff memorandum to the Administrative Committee, Agenda Item No. 6.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

- - - - - - - - - - - -

Action: Director Cattani made a motion and Director Kroeker seconded to adopt Resolution No. 17-25 approving the Kern County Water Agency Investment Policy.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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The item entitled, "Authorization to Execute a Memorandum of Understanding with the General Bargaining Unit" was tabled.

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Action: Director Cattani made a motion and Director Lundquist seconded to adopt Resolution No. 19-25 authorizing the Board President to execute a Memorandum of Understanding with the Middle Managers Bargaining Unit.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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The item entitled, "Consideration of Setting Forth Terms and Conditions relating to Unrepresented Confidential Employees – Non Managers" was tabled.

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Action: Director Cattani made a motion and Director Lundquist seconded to adopt Resolution No. 23-25 setting forth the terms and conditions relating to Unrepresented Confidential Employees – Middle Managers.

Roll call vote:	Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
	Noes:	None
	Absent:	None

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Subject: Policy Committee

Craig Wallace provided an update on Delta Conveyance activities.

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Tom McCarthy provided an update on Legislative Activities.

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Subject: Water Resources Committee

Lauren Bauer reported on the Kern Fan banking projects bank accounts.

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Craig Wallace reported on the State Water Contractors Board meeting.

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Craig Wallace provided a report on 2025 State Water Project and Central Valley Project allocations and operations.

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Veronica Arreola provided a report on Kern County Water Agency California Aqueduct deliveries.

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Courtney Pasquini provided an update on Water Transfers, Exchanges and Purchases.

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Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 20-25 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Tulare Lake Basin Water Storage District and Kern County Water Agency for a Transfer and Storage of a Portion of Tulare Lake Basin Water Storage District's State Water Project Water in Rosedale-Rio Bravo Water Storage District's Water Banking and Exchange Program, SWP #25001.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes: None
Absent: None

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Action: Director Fast made a motion and Director Wulff seconded to adopt Resolution No. 21-25 authorizing the Water Resources Manager to execute an Article 55 Agreement Between the Department of Water Resources of the State of California and Kern County Water Agency for Conveyance of San Joaquin River Exchange Contractors Water Authority's 2025 Central Valley Project Water, SWP #25018.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes: None
Absent: None

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Michelle Anderson provided a report on the Kern Non-Districted Lands Authority Meeting.

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Subject: Water Management Committee

J.T. Gardiner had nothing to report under the Report of the Engineering and Groundwater Services Manager.

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J.T. Gardiner provided an update on groundwater banking construction/maintenance projects.

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Micah Clark provided a status report on 2025 water operations, and Michelle Anderson provided information regarding the current water levels in the aquifer.

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Lauren Bauer provided an update on Pioneer Project Recharge Facilities – Basin 11.

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The item entitled, "Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project" was tabled.

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The item entitled, "Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts" was tabled.

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The item entitled, "Authorization to Retain a Construction Management Services Consultant for the Basin 1-11 Project and the Low Flow Channel Project" was tabled.

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Wes Shryock provided a report on Kern Water Bank Activities.

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Subject: Cross Valley Canal Committee

Lauren Bauer acknowledged Steve Yoder, O&M Superintendent, and the operations staff for their ongoing strategic planning and creative efforts to generate revenue.

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Lauren Bauer provided an update on CVC construction/maintenance projects.

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Lauren Bauer provided an update on the Cross Valley Canal Losses.

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Monica Tennant provided a report on CVC operations and deliveries.

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Action: Director Lundquist made a motion and Director Wulff seconded to approve an amendment to the 2025 Cross Valley Canal Operations and Maintenance Budget in the amount of $206,600, as outlined in the May 22, 2025 staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 3.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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The item entitled, "Authorization to Request Proposals for Engineering and Design Services for the Input/Output Card Modernization Project at the Cross Valley Canal Pumping Plants" was tabled.

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Subject: Urban Bakersfield Committee

Wes Shryock reported that at the May 21, 2025, UBAC meeting, participants approved the ID4 Budget for Fiscal Year 2025–26 and appointment of new California Water Service Company Delegate and Alternate representatives to the UBAC.

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Wes Shryock reported on the Kern River Groundwater Sustainability Agency meeting.

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Action: Director Wulff made a motion and Director Fast seconded to amend the appointment of representatives to the 2025 Urban Bakersfield Advisory Committee, as outlined in the May 22, 2025 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 1b.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Donna Semar provided a report on the ID4 2025 water supply and management plan.

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Gabriel Ornelas provided a report on the Henry C. Garnett Water Purification Plant.

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Action: Director Wulff made a motion and Director Fast seconded to authorize the Engineering and Groundwater Services Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement for an electrical engineering consultant for Improvement District No. 4, amending the Agreement termination date to June 30, 2026, subject to approval of General Counsel as to legal form, as outlined in the May 22, 2025, staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 4.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Subject: Correspondence

None.

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Subject: New Business

None.

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Action: Director Wulff made a motion and Director Kroeker seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the end of the Board meeting.

Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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President Averett adjourned the meeting to closed session at 3:07 p.m.

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President Averett adjourned closed session at 4:03 p.m.

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President Averett reconvened the meeting to open session at 4:10 p.m.

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Mr. Ciampa reported that one reportable action was taken in closed session:

Action: Director Lundquist made a motion and Director Wulff seconded to place General Manager Thomas D. McCarthy on Administrative Leave effective May 23, 2025, through the end of his contract on June 30, 2025. The motion passed unanimously.

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President Averett adjourned the meeting at 4:12 p.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 26th day of June, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

May 27, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 8:30 a.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California.

Present Directors:	President Eric L. Averett, Vice President Martin Milobar, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Gene A. Lundquist, Laura Cattani and Jay Kroeker
Absent Directors:	None
Present for the Agency:	Stephanie N. Prince, Board Secretary James D. Ciampa, Lagerlof, LLP
Present for the Member Units:	None

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President Averett called the meeting to order at 8:30 a.m.

- - - - - - - - - - - -

Subject: Directors' Forum

None.

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Subject: Public Comment

None.

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Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Wulff made a motion and Director Milobar seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

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President Averett adjourned the meeting to closed session at 8:31 a.m.

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President Averett adjourned closed session at 9:30 a.m.

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President Averett reconvened the meeting to open session at 9:31 a.m.

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Mr. Ciampa reported that two reportable actions were taken in closed session:

Action: Staff was given direction regarding the terms and conditions relating to Unrepresented Confidential Employees – Executive Managers.

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Action: Director Lundquist made a motion and Director Kroeker seconded to appoint Nick Pavletich and Craig Wallace as Co-Interim General Managers of the Kern County Water Agency to work closely and under the direction of the new General Manager Ad Hoc Committee, to consist of President Averett, Vice President Milobar and Director Wulff.

Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
Noes:	None
Absent:	None

- - - - - - - - - - - -

President Averett adjourned the meeting at 9:32 a.m.

- - - - - - - - - - - -

Minutes approved by the Board of Directors of the Kern County Water Agency this 26th day of June, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

June 11, 2025

The Board of Directors (Board) of the Kern County Water Agency (Agency) conducted its special meeting of the Board at the hour of 2:00 p.m., at the Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, in Bakersfield, California.

Present Directors:	President Eric L. Averett, Vice President Martin Milobar, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Gene A. Lundquist, Laura Cattani and Jay Kroeker (18424 Scaroni Avenue, Shafter, CA 93263)
Absent Directors:	None
Present for the Agency:	Nick Pavletich, Interim General Manager Stephanie N. Prince, Board Secretary James D. Ciampa, Lagerlof, LLP (present remotely)
Present for the Member Units:	Jamie Marquez, Belridge Water Storage District, Berrenda Mesa Water District and Lost Hills Water District Richard Iger, Kern Delta Water District Steven Teglia, Kern Delta Water District Gary Unruh, Rosedale-Rio Bravo Water Storage District

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President Averett called the meeting to order at 2:00 p.m.

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Subject: Directors' Forum

Director Wulff reported that the California Farm Water Coalition is in the process of distributing its membership dues notices. Approval from the Board will be required at the next scheduled meeting.

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Subject: Public Comment

None.

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Subject: Report regarding Agency Management

President Averett reported that the General Manager Ad Hoc Committee continues to meet regularly with the Interim General Managers and with staff to provide timely updates and to be available to assist with any issues or questions. The most recent meeting was held on Monday, June 9, 2025, during which the committee discussed the potential adoption of a Consent Calendar format to address routine

matters to streamline the Agency's Board of Directors' meetings. No objections to use of the Consent Calendar format were raised and that format will be used for future meetings.

Director Lundquist inquired about the direction and next steps for the Labor/Personnel Ad Hoc Committee regarding the General Manager position. It was agreed that a Special Board Meeting would be scheduled prior to the June 26, 2025 Regular Board Meeting to present and receive feedback on the Strategic Plan, which would inform the nature of the search to be conducted for the General Manager position. Legal Counsel Jim Ciampa advised that development of the Strategic Plan would likely include discussions in both closed session and others in open session depending on the issue. He noted that aspects of the open session discussion should prudently include input from Member Units, given their central role in the Agency. As the process moves forward, a more defined approach will be developed to outline a comprehensive menu of issues to be incorporated into the Strategic Plan.

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Subject: Report of the General Counsel

Outside counsel, Jim Ciampa of Lagerlof, LLP, advised the Board of the need for closed session, and the following motion was made:

Action: Director Lundquist made a motion and Director Cattani seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Roll call vote:	Ayes:	Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett
	Noes:	None
	Absent:	None

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President Averett adjourned the meeting to closed session at 2:17 p.m.

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President Averett adjourned closed session at 2:32 p.m.

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President Averett reconvened the meeting to open session at 2:32 p.m.

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Mr. Ciampa reported that no reportable actions were taken in closed session.

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Action: Director Lundquist made a motion and Director Fast seconded to authorize execution of Change Order No. 5 for the KCWA Well 38 & 39 Well Equipping Project Contract No. KCWA 2021-09B in the amount of $33,882, subject to approval of General Counsel as to legal form, as outlined in the June 11, 2025, staff memorandum to the Board of Directors, Agenda Item No. VII.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Action: Director Cattani made a motion and Director Milobar seconded to authorize the Engineering and Groundwater Services Manager to execute Amendment No. 2 to the Kern County Water Agency Agreement with Meyer Civil Engineering, Inc. amending the contract termination date to December 31, 2025, subject to approval of General Counsel as to legal form, as outlined in the June 11, 2025 staff memorandum to the Board of Directors, Agenda Item No. VIII.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Action: Director Lundquist made a motion and Director Milobar seconded to authorize the Engineering and Groundwater Services Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement with Meyer Civil Engineering, Inc. amending the contract termination date to June 30, 2026, subject to approval of General Counsel as to legal form, as outlined in the June 11, 2025 staff memorandum to the Board of Directors, Agenda Item No. IX.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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Action: Director Fast made a motion and Director Wulff seconded to authorize the following actions on behalf of the Pioneer Groundwater Sustainability Agency as outlined in the June 11, 2025 staff memorandum to the Board of Directors, Agenda Item No. X: (a) Approve the final draft amendments to the Groundwater Sustainability Plan and supporting Appendix of Project and Management Actions; (b) Authorize submission of the Groundwater Sustainability Plan and supporting Appendix of Project and Management Actions by the Kern County Subbasin Point of Contact to the State Water Resources Control Board before June 20, 2025, for review by State Water Resources Control Board Staff; and (c) Authorize the release of the Groundwater Sustainability Plan and supporting Appendix of Project and Management Actions for public review and comment.

Roll call vote: Ayes: Fast, Wulff, Lundquist, Milobar, Cattani, Kroeker and Averett

Noes: None

Absent: None

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President Averett adjourned the meeting at 3:03 p.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 26th day of June, 2025.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 2

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Appointment of Association of California Water Agencies Joint Powers Insurance Authority Director and Alternate Directors

Issue:
Consider appointments of designated director and alternate directors to the Association of California Water Agencies Joint Powers Insurance Authority Board of Directors.

Recommended Motion:
Appoint Charles (Bill) W. Wulff, Jr. as the designated director, and Royce Fast and Nick Pavletich as alternate directors to the Association of California Water Agencies Joint Powers Insurance Authority Board of Directors, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 2.

Discussion:
The Kern County Water Agency (Agency) is a member agency of the Association of California Water Agencies Joint Powers Insurance Authority (JPIA), a pooled insurance program primarily offering liability, property, workers' compensation and health-related insurance. As a JPIA member agency, the Agency is required by JPIA to appoint an Agency director as a JPIA designated director to the JPIA Board of Directors. The Agency may also appoint as many alternate directors to the JPIA Board of Directors as the Agency deems appropriate. The designated director, or an alternate director in the absence of the designated director, may exercise the Agency's right to vote at JPIA Board of Directors meetings, which are generally held twice each year just prior to the Association of California Water Agencies spring and fall conferences. Since JPIA member agencies must be present to vote at JPIA Board of Director meetings, it is prudent to have at least one authorized alternate director available to vote should the designated director be unavailable.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 3

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Public Education and Outreach Consultant Contract

Issue:
Consider authorizing the Interim General Manager to renew a public education and outreach consultant contract.

Recommended Motion:
Authorize the Interim General Manager to execute an agreement with Providence Strategic Consulting, Inc. for public education and outreach services during Fiscal Year 2025-26 for an amount not to exceed $105,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 3.

Discussion
The Kern County Water Agency (Agency) requires the services of a public education and outreach consultant for duties and responsibilities such as: (1) providing a media and public inquiry point of contact; (2) participation in various local water-related efforts; and (3) other public education and outreach activities.

Providence Strategic Consulting, Inc. is a local firm with several years of experience in public relations for public agencies. Staff recommends retaining Providence Strategic Consulting, Inc. as the Agency's public education and outreach consultant for 2025-26. Under this arrangement, Providence Strategic Consulting, Inc., with the direction of Agency staff, would coordinate and direct Agency interactions with the public and media. The proposed agreement is provided as Attachment 1.

DRAFT

Attachment 1

AGREEMENT
WITH
KERN COUNTY WATER AGENCY
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this _____ day of _____, 2025, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Providence Strategic Consulting, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Agency requires consulting services to assist with its public relations as more fully described in Exhibit A; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth in Exhibit A.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service

Consultant shall provide consulting services, advice and assistance as described in the attached scope of services (Exhibit A). Consultant shall be responsible for the competent performance of requested services. Consultant will be in charge of each project assigned by the Agency to Consultant pursuant to the terms of this Agreement and will perform the services requested unless subcontracting is specifically approved in writing by the Agency. In that case, Consultant will direct and coordinate the work of subcontractors.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the Agency.

II. Subcontract Services

It is agreed that where detailed work is necessary in connection with services requested of Consultant, such work shall be performed by professional individuals and firms competent in the fields necessary with experience in the general area involved under subcontracts with Consultant. Subcontracts must be approved in writing by the Agency prior to commencement of work.

III. Responsibility of Consultant

Consultant is retained as an independent contractor to render a professional service only, and not as an employee of the Agency.

IV. Assignments to Consultant

In the performance of the services requested under this Agreement, Consultant shall report to and receive written assignments or task orders from the Administrative Operations Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall not perform any services without a written assignment from the Agency. Consultant will receive and have access to the Agency's confidential and proprietary information, which is of great value to the Agency. Consultant agrees that Consultant shall not at any time during the Agreement or afterward divulge, disclose or communicate such confidential and proprietary information to any entity (other than the Agency itself or approved subcontractors). Consultant further agrees that Consultant shall not at any time during the Agreement or afterward use such confidential and proprietary information other than on the Agency's behalf.

V. Term of Agreement

A. This Agreement shall become effective on the date first written above and shall terminate June 30, 2026.

B. The Agency may terminate this Agreement, or may suspend Consultant's performance thereof, at any time or times, by ten (10) days prior written notice to Consultant.

C. Consultant may terminate this Agreement at any time by ten (10) days prior written notice to the Agency.

D. In the event of termination, all finished or unfinished data, studies, drawings, specifications, maps and reports prepared by Consultant, shall become the Agency's property and Consultant shall deliver such items to the Agency.

E. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement on a time-and-materials basis in accordance with Consultant's standard fee schedule set forth in Exhibit B attached hereto, subject to a pro rata limitation based on the percentage of completion as determined by Agency.

VI. Compensation

For the services to be performed hereunder in accordance with the Scope of Work, Exhibit A, Consultant shall be compensated for Consultant's services at the rate(s) set forth in Exhibit B, attached hereto and by reference incorporated herein and made a part hereof. The maximum amount of compensation paid under this Agreement shall not exceed $105,000, plus reasonable costs as specified in Exhibit B and approved subcontracted services, unless additional compensation is authorized by the Board of Directors (Board) and approved in writing by the General Manager.

VII. Payment of Compensation

Charges shall be billed monthly to the Agency prior to the 15th of each month following the billing period and payment by the Agency shall be made within 45 days after receipt of each undisputed monthly invoice. Detailed invoices shall include billing for labor charges and direct costs incurred by Consultant during each month of services rendered to the Agency in conformance with this Agreement plus charges for subcontracted services. The invoice shall also include a report on work accomplished, charges to date, remaining authorization, and identification of the management official authorizing the work. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive Bakersfield, CA 93308, Attention Accounts Payable, and shall reference the account code included in the assignment.

Consultant shall keep adequate records of all services and charges to the Agency and make them available for review and audit if requested by the Agency.

VIII. Schedule

The schedule for each assignment shall be set forth in each task order or written assignment. Consultant shall promptly notify the Agency of any anticipated delays or circumstances beyond Consultant's control, which may affect the work schedule.

IX. Documents

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant may retain copies of data, studies, maps, reports and other documents for files. Consultant may be permitted to include such documents in its portfolio, including, but not limited to, any website that displays its work, marketing materials, social media platforms or any other media, and may utilize such documents for purposes of entering design competitions and/or submit such documents to magazines, blogs or other publications for marketing recognition upon written consent from the Agency.

X. Insurance and Indemnification

Consultant agrees with the Agency that:

a. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Agency, the Agency's elective or appointed boards, officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of consultants, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, agents and subcontractors in the performance and furnishing of Consultant's services under this Agreement.

b. To the fullest extent permitted by law, the Agency shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, agents and subcontractors from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of consultants, architects, attorneys and other professionals and all court or arbitration or

other dispute resolution costs) caused solely by the negligent acts or omissions of the Agency or the Agency's officers, directors, partners, employees and agents with respect to this Agreement.

c. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant will keep workers compensation insurance or equivalent self-insurance for their employees in effect during all work covered by this agreement.

d. If the scope of the professional services rendered under this contract are to include consulting design, cost estimating and/or construction related activities and, if requested by the Agency, Consultant will file with the Agency a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. If requested by the Agency, coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that Consultant employs other subcontractors as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

e. Upon request of the Agency, Consultant will file with the Agency certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that Consultant employs other subcontractors as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

f. If any of the above-referenced coverages expire during the term of this Agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

g. Premiums for all insurance requested or required hereunder are the responsibility of Consultant and not of the Agency. The Agency shall be named as an additional insured.

h. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

XI. Attorney's Fees

In the event an action is commenced by either party to this Agreement to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorney's fees.

XII. Successors and Assigns

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

XIII. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a U.S. Post Office, registered or certified, postage prepaid, addressed to:

Agency: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

Consultant: Providence Strategic Consulting, Inc.
2600 F Street
Bakersfield, CA 93301

and shall be effective upon receipt thereof.

XIV. Integration

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

XV. Governing Law; Venue

The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement. This Agreement is entered into in Kern County, California, and accordingly the appropriate venue for a dispute under this Agreement is in the Kern County Superior Court of California, Metropolitan Division.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY

_____
Interim General Manager

CONSULTANT

_____
President/CEO
Providence Strategic Consulting, Inc.

EXHIBIT A

Public Information Consultant Scope of Work

1) Coordinate public education and outreach efforts, including preparing press releases, scheduling interviews, scanning media sources and responding to inquiries from media representatives and members of the public.

2) Coordinate the development and dissemination of public information/public relations publications, efforts and activities as needed.

3) Coordinate special projects related to public education and outreach.

4) Perform graphic design work as needed.

5) Perform website maintenance and updates as needed.

6) Perform other related duties as requested by the General Manager or his designee.

DRAFT

EXHIBIT B
Compensation Rates and Reimbursements

1) Compensation for Services

a) Compensation for services shall be provided at hourly rates listed below:

i)	President	$300
ii)	Vice President/Senior Advisor	$275
iii)	Account Manager	$225
iv)	Project Coordinator	$200
v)	Project Assistant/Graphic Design	$150
vi)	Administrative Support	$100
vii)	Intern	$65

b) Compensation for emergency services shall be provided at hourly rates listed below following an initial non-refundable deposit:

i)	President	$350
ii)	Vice President/Senior Advisor	$325
iii)	Account Manager	$275
iv)	Project Coordinator	$250
v)	Project Assistant/Graphic Design*	$225
vi)	Administrative Support	$175

2) Reimbursement for Expenses

a) Mileage for travel needed for performance of services shall be reimbursed at the mileage rate approved by the U.S. Internal Revenue Service.

b) Other actual and necessary travel expenses shall be reimbursed to Consultant, provided that prior approval of out-of-county travel shall be required. Travel expenses within a 25-mile radius of downtown Bakersfield shall be limited to mileage costs incurred, except for attendance at job-related functions as required and approved by the General Manager or his designee. Receipts for all non-mileage travel expenses may be required and should be submitted by Consultant for reimbursement. No more than eight (8) hours of travel time may be billed per day.

c) Other actual and necessary business expenses incurred by Consultant in connection with services, including, but not limited to fonts, hosting, technical support, packaging samples, models, presentation materials and artwork licenses invoiced with supporting documentation, information, and materials.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 4

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Consideration of the Kern County Water Agency Investment Policy

Issue:
Consider adopting the Kern County Water Agency Investment Policy.

Recommended Motion:
Adopt Resolution No. 22-25 approving the Kern County Water Agency Investment Policy.

Discussion:
The current Kern County Water Agency Investment Policy (Investment Policy) was last considered and adopted by the Kern County Water Agency (Agency) Board of Directors (Board) on May 22, 2025. The Investment Policy shall be presented to the Board at a public meeting annually or when change is needed.

Staff recommends the following change to the Investment Policy:

1. Remove Thomas D. McCarthy as an authorized Agency Treasurer and Check Signer.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF THE KERN *
COUNTY WATER AGENCY *
INVESTMENT POLICY *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

_____

Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 22-25

WHEREAS, the Kern County Water Agency (Agency) has custodial responsibility for public and other funds which may not be required from time-to-time for the immediate necessities of the Agency during the normal course of Agency business; and

WHEREAS, such funds may be prudently invested in accordance with the California Government Code and the Agency's adopted investment policy; and

WHEREAS, the Agency Board of Directors may find it necessary to amend the adopted investment policy; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Kern County Water Agency that Exhibit A to this Resolution is hereby adopted as the Kern County Water Agency Investment Policy.

DRAFT

Exhibit A

KERN COUNTY WATER AGENCY

INVESTMENT POLICY

FOR CONSIDERATION BY THE BOARD OF DIRECTORS ON JUNE 26, 2025

RECOMMENDED FOR ADOPTION THROUGH RESOLUTION NO. 22-25

KERN COUNTY WATER AGENCY
INVESTMENT POLICY

Resolution No. 22-25 • June 26, 2025

1. INVESTMENT POLICY REVIEW AND ADOPTION

Kern County Water Agency (Agency) Statement of Investment Policy (Investment Policy) shall be adopted by resolution of the Board of Directors (Board). This Policy shall be reviewed at least annually by Agency's Treasurer(s) and any modifications made thereto must be approved by the Board.

2. INVESTMENT POLICY STATEMENT

The intention of this Investment Policy is to protect the safety of the invested funds, enhance the economic status of the Agency and ensure that all investments comply with federal, state and local laws governing the investment of the funds covered under this Investment Policy. The Agency invests Agency funds in the following order of importance:

a. Safety: Safety of principal is the foremost objective of the investment program. Agency investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
b. Liquidity: The Agency's investment portfolio will remain sufficiently liquid to enable the Agency to meet all operating requirements, which may be reasonably anticipated.
c. Yield: The Agency's investment portfolio shall be managed with the objective of attaining a market rate of return throughout budgetary and economic cycles.

All persons investing Agency funds are fiduciaries and are subject to the prudent investor standard. All persons involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
All authorized persons, acting in accordance with written procedures and this Investment Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

3. SCOPE OF INVESTABLE FUNDS

This Investment Policy applies to all financial assets of all Agency funds within the sole control and sole discretion of the Agency (or custodial funds under Agency direction).

4. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Investments not purchased directly from the issuer shall be purchased either from an institution licensed by the state as a broker-dealer or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

If the Agency is utilizing financial dealers or institutions to execute transactions, the Agency shall maintain a list of the firms that have been approved for investment purposes. A copy of this Investment Policy shall be sent annually to all firms with which the Agency executes investments.

If the Agency has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, brokers/dealers and financial institutions with which to conduct transactions on the Agency's behalf.

5. AUTHORIZED AND SUITABLE INVESTMENTS

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
State Obligations— CA And Others	5 years	None	None
CA Local Agency Obligations	5 years	None	None
U.S Agency Obligations	5 years	None	None
Bankers' Acceptances	180 days	40%	None
Commercial Paper— Pooled Funds	270 days or less	40% of the agency's money	Highest letter and number rating by an NRSRO
Negotiable Certificates of Deposit	5 years	30%	None
Placement Service Deposits	5 years	50%	None
Placement Service Certificates of Deposit	5 years	50%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None
Medium-Term Notes	5 years or less	30%	"A" rating category or its equivalent or better
Mutual Funds and Money Market Mutual Funds	N/A	20%	Multiple
Collateralized Bank Deposits	5 years	None	None
Mortgage Pass–Through and Asset–Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better
Joint Powers Authority Pool	N/A	None	Multiple
Local Agency Investment Fund (LAIF)	N/A	None	None
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better

The California Government Code provides basic investment limits and guidelines for government entities. In the event an apparent discrepancy is found between this

Investment Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this Investment Policy apply at the time the security is purchased. Credit ratings, where shown, specify the minimum credit rating category required at purchased. In the event a security held by the Agency is subject to a credit rating change that brings it below the minimum credit ratings specified in this Policy, the Treasurer(s) should notify the Board of the change in the next quarterly investment report. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.

a. U.S. Treasury Instruments. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the Agency's portfolio that may be invested in this category.

b. Federal Agency Securities. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There is no limitation as to the percentage of the Agency's portfolio that may be invested in this category.

c. Supranational Obligations. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"). A maximum of 30% of the Agency's portfolio may be invested in this category.

d. Municipal Debt. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the

local agency, or by a department, board, agency, or authority of the local agency.

Purchases are limited to securities rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by an NRSRO. A maximum of 30% of the Agency's portfolio may be invested in this category.

e. Medium-Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated in a rating category of "A" or its equivalent or better by an NRSRO. A maximum of 30% of the Agency's portfolio may be invested in this category.

f. Negotiable CDs. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or better by an NRSRO. A maximum of 30% of the Agency's portfolio may be invested in this category.

g. Placement Service Deposits. Bank deposits placed with a private sector entity that assists in the placement of deposits with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance. Placement Deposits shall meet all the requirements of Government Code Section 53601.8. Purchases of Placement Service CDs may not exceed 30 percent of the Agency's investment portfolio.

h. Asset-Backed Securities. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in paragraph (A) or (B) of this Policy section, the following limitations apply: The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this paragraph shall not exceed 20% of the Agency's investment portfolio.

i. Commercial Paper. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a

nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation; (B) Has total assets in excess of five hundred million dollars ($500,000,000), and (C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or better by an NRSRO.

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and (C) Has commercial paper that is rated "A-1" or better, or the equivalent, by an NRSRO.

Purchases are limited to securities that have a maximum maturity of 270 days. A maximum of 40 percent of the Agency's portfolio may be invested in this category (the limit is 25 percent for agencies that have less than $100 million of investment assets).

j. State of California's Local Agency Investment Fund (LAIF). Whenever the Agency has funds invested in LAIF, the Treasurer(s) shall periodically review the program's investments. The maximum amount invested in this category may not exceed the limit set by LAIF for operating accounts.

k. Local Government Investment Pools ("LGIP"). Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code 53601 subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all the following criteria:

(1) The adviser is registered or exempt from registration with the United States Securities and Exchange Commission.
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

There is no limitation as to the percentage of the Agency's portfolio that may be invested in this category.

l. Money Market Funds ("MMF"). Purchases are restricted to Government Money Market Funds. Furthermore, these Money Market Funds must have met either of

the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs, or (B) Retained an investment advisor with not less than five years' experience and registered or exempt from registration with the SEC, with assets under management in excess of five hundred million dollars ($500,000,000). Whenever Agency has any funds invested in a MMF, the Treasurer shall maintain on file a copy of the MMF's current information statement. A maximum of 20 percent of the Agency's portfolio may be invested in this category.

m. Bank Deposits. FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits ("TCDs") and other types of bank deposits in financial institutions located in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. To be eligible to receive the Agency's deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et seq. The Treasurer(s), at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The Agency shall have a signed agreement with any depository accepting Agency funds per Government Code Section 53649. The maturity of TCDs may not exceed 1 year in maturity. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20 percent of the Agency's portfolio may be invested in TCDs.

6. SAFEKEEPING AND CUSTODY

To protect against potential losses by collapse of individual securities dealers, all deliverable securities owned by the Agency, including collateral on repurchase agreements, shall be held in safekeeping by a third-party bank trust department acting as agent for the Agency under the terms of a custody agreement executed by the bank and by the Agency. All deliverable securities will be received and delivered using standard delivery-versus-payment procedures.

7. INELIGIBLE INVESTMENTS

The Agency shall not invest in any investment authorized by the Government Code, but not explicitly listed in this Investment Policy without the prior approval of the Board. Furthermore, the Agency will not invest in inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity, except as authorized by Government Code Section 53601.6. The Agency may hold any previously permitted but currently prohibited investments until their maturity dates.

8. DIVERSIFICATION

The Agency shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. To promote diversification, no more than 5% of the portfolio

may be invested in the securities of any one issuer, regardless of security type; excluding U.S. Treasuries, federal agencies and supranationals.

9. DELEGATION OF INVESTMENT AUTHORITY TO TREASURER(S)

Authority for the Agency to invest funds is derived from California Government Code section 53601.

No person may direct or place investments or deposits, except as provided under the terms of this Investment Policy and through procedures and systems of control that regulate investment and cash transfer activities as developed and established by the Agency's Controller. If authorized by the Board of Directors (Board), Treasurers may also utilize the services of an external investment advisor to assist with the investment program. The investment advisor shall never take possession of Agency funds or assets.

The Board delegates authority to invest, reinvest, purchase, acquire, exchange, sell, or manage Authorized and Suitable Investment securities as set forth in Section 5 of this Investment Policy to the following staff acting as Treasurer(s) on behalf of the Board:

a. Audrey A. Garcia;

b. Nick Pavletich; and
c. Taylor N. White.

Two or more Treasurers must approve the transaction.

10. DELEGATION OF CASH TRANSFER AUTHORITY TO CASH COORDINATOR(S)

No person may direct or place investments or deposits, except as provided under the terms of this Investment Policy and through procedures and systems of control that regulate investment and cash transfer activities as developed and established by the Agency's Controller.

The Board delegates limited authority for depositing and withdrawing Agency cash assets in accordance with this Investment Policy to the following staff acting as Cash Coordinator(s) on behalf of the Board:

a. Lauren A. Bauer;
b. Audrey A. Garcia;
c. James T. Gardiner;

d. Nick Pavletich;
e Wesley A. Shryock;
f. Christina M. Van Meter; and
g. Taylor N. White*.

*Authorization limited only to transfers of funds between the State of California's Local Agency Investment Fund; the County of Kern's investment pool; and U.S. Bank.

11. AUTHORIZED AND SUITABLE CASH TRANSFERS

The Agency shall limit transfers of cash to and from, or for, the following:

a. Kern County Treasurer's investment pool, County of Kern, State of California;
b. Local Agency Investment Fund, State of California, and other Joint Powers Authority Local Government Investment Pools;
c. Agency bank and custody accounts within U.S. Bank;
d. Payment of trustee(s) or fiscal agent(s) of Agency Director-approved indebtedness (interest and/or principal repayment of debt); and
e. Payment of Agency Director-approved invoices, contracts, resolutions or minute orders.

Repetitive wires and transfers may be employed and initiated by only one of the designated Cash Coordinators. Transactions for any other purpose or with any other entity must be approved by the Board and require the approval of two Cash Coordinators.

12. INTERNAL CONTROL

The Controller (acting as internal auditor) shall maintain a system of internal accounting controls to review investment and cash transfer activities.

13. INVESTMENT AND CASH TRANSFER REPORTING

The Board, General Manager and Controller shall receive a quarterly investment report within 45 days following the end of a quarterly reporting period. The quarterly report shall include for all investments and/or deposits held at the end of the reporting period the following:

a. Description of the portfolio,
b. Type of investments,
c. Issuers,
d. Maturity dates,
e. Par values and
f. Current market values of each component of the portfolio, and
g. List of transactions, including funds managed for the Agency by third party contract managers.

The quarterly report shall include statements denoting the following: (1) whether Agency investments were in compliance with this Investment Policy; and (2) the Agency's ability to meet the investment pool's expenditure requirements for the next six months, or an explanation as to why sufficient money shall, or may, not be available.

Should investment information necessary for the quarterly reports not be available for the regular Board meeting that is scheduled within 30 days of the end of each reporting period, the reports shall be provided at the next earliest possible regular Board meeting.

14. **AUTHORIZED CHECK SIGNERS**

All Agency checks or warrants shall require two check signers. The Controller, as part of the separation of duties/functions, shall not have authority to sign checks. The following Agency employees are authorized to sign Agency checks:

a. Lauren A. Bauer;
b. Audrey A. Garcia;
c. James T. Gardiner;
d. Nick Pavletich;
e. Wesley A. Shryock; and
f. Christina M. Van Meter.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 5

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Authorization to Enter into and Terminate Agreements with U.S. Bank

Issue:
Authorizing official officers to enter into and terminate agreements with U.S. Bank.

Recommended Motion:
Adopt Resolution No. 24-25 authorizing official officers to enter into and terminate agreements with U.S. Bank.

Discussion:
In order to authorize Kern County Water Agency (Agency) employees to deposit or withdraw money from U.S. Bank, U.S. Bank requires that the Agency Board of Directors (Board) adopt a resolution designating an official officer to enter into and terminate Agreements with U.S. Bank. The last resolution passed by the Board was in December 2024, which authorized the General Manager and Administrative Operations Manager to enter and terminate agreements with financial institutions.

This resolution designates the Business Manager and Administrative Operations Manager as the Agency's official officers to enter into and terminate agreements with U.S. Bank.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZATION TO ENTER INTO AND TERMINATE AGREEMENTS WITH U.S. BANK .

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025 by the following vote, to wit:

Ayes:

Noes:

Absent:

_____
Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 24-25

WHEREAS, the Kern County Water Agency (Agency) is a political subdivision of the State of California (State) created by Act 9098 of the State Legislature in 1961; and

WHEREAS, the Agency requires the use of a financial banking institution to carry out the powers granted by the State in the normal course of Agency business; and

WHEREAS, the Agency has an established banking relationship with U.S. Bank.

NOW, THEREFORE, BE IT RESOLVED, by the Kern County Water Agency Board of Directors that:

1. The foregoing recitals are true and correct.

2. The Business Manager and Administrative Operations Manager are designated as the Agency's authorized financial banking institution representatives and may execute and deliver any and all documents necessary to effectuate the purposes of this resolution and the transactions contemplated hereby.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 6

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Authorization to Order the Deposit or Withdrawal of Money in the Local Agency Investment Fund

Issue:
Authorizing official officers to order the deposit or withdrawal of money in the Local Agency Investment Fund.

Recommended Motion:
Adopt Resolution No. 25-25 authorizing official officers to order the deposit or withdrawal of money in the Local Agency Investment Fund.

Discussion:
In order to authorize Kern County Water Agency (Agency) employees to deposit or withdraw money from the Local Agency Investment Fund (LAIF) with the State Treasurer's Office, LAIF requires that the Agency Board of Directors (Board) adopt a new resolution designating official officers to authorize such deposits or withdrawals. The last resolution passed by the Board was on March 28, 2024, and one of the official designated officers is no longer employed at the Agency.

This new resolution will designate Nick Pavletich and Audrey A. Garcia as official officers to order the deposit or withdrawal of money from LAIF. Other staff may be designated by Board authorization through the Investment Policy to deposit or withdraw money to or from LAIF, with additional approval of these official officers.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZATION TO ORDER THE DEPOSIT OR WITHDRAWAL OF MONEY IN THE LOCAL AGENCY INVESTMENT FUND *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025 by the following vote, to wit:

Ayes:

Noes:

Absent:

_____
Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 25-25

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Kern County Water Agency (Agency) Board of Directors (Board) hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Kern County Water Agency:

1. Hereby find that the foregoing recitals are true and correct.

2. Authorizes the deposit and withdrawal of Agency money in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

3. Authorizes the following Agency officers to deposit or withdrawal monies in the Local Agency Investment Fund, and execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Nick Pavletich; and

Audrey A. Garcia

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 7

FROM: Audrey Garcia

DATE: June 26, 2025

SUBJECT: Authorization to Renew an Information Technology Service Provider Contract

Issue:
Consider authorizing the Administrative Operations Manager to renew an information technology service provider.

Recommended Motion:
Authorize the Administrative Operations Manager to renew Carney's Business Technology Center, Inc., for information technology services for the Kern County Water Agency's information technology needs and infrastructure, for an amount not to exceed $225,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 7.

Discussion:
Kern County Water Agency (Agency) staff provides the Agency's information technology needs and infrastructure. In recent years, staff has been assisted by a third-party service provider, Carney's Business Technology Center, Inc. (Carney's). These services include real-time network equipment monitoring, security implementation and maintenance, hosted email exchange services and technical support for Agency staff.

The additional support from Carney's has ensured a more robust and reliable information technology infrastructure for the Agency. Many of the services provided by Carney's are performed in a cloud-based environment, which includes 24/7 monitoring.

Agency staff recommends continuing to utilize Carney's during FY 2025-26 for information technology infrastructure maintenance and improvements for an amount not to exceed $225,000. Money for these services will be expended from the General Fund. The proposed agreement is provided as Attachment 1.

Attachment 1

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made this first of July, 2025 ("Effective Date") by and between Carney's Business Technology Center ("Master Service Provider" or "MSP"), 2001 Westwind Drive, Suite One, Bakersfield, CA 93301, and the Kern County Water Agency ("Client").

1. SCOPE OF AGREEMENT. The Agreement applies to Client's purchases from MSP, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Products"). A scope of work is provided as Exhibit A. In the performance of the services requested under the Agreement, MSP shall report to and receive written assignments from Client. MSP shall not perform any services without a written assignment from Client. Approved task orders ("Orders") will be incorporated into the Agreement as Exhibits. In the event of any conflict between the terms of the Order and those of this Agreement, the terms of the Order will prevail over the Agreement.

2. TERM AND TERMINATION. The Agreement will begin on the Effective Date and will continue until June 30, 2026. MSP may: (a) terminate a specific Order if Client fails to pay any applicable fees due for that Order within 60 days after receipt of written notice from MSP of non-payment; and/or (b) terminate the Agreement or an Order if Client commits any other material breach of the Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from MSP. If an Order is terminated, Client will promptly pay MSP for Services rendered, and expenses incurred through the termination date.

Client may: (a) terminate the Agreement or an Order if MSP commits any material breach of the Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate for any reason with thirty (30) days written notice to MSP.

3. COMPENSATION. For the services to be performed hereunder, MSP shall be compensated for MSP's services at the rates set forth in each Order. Compensation under the Agreement shall not exceed $225,000 in total without express written approval of Client.

4. PAYMENT OF COMPENSATION. Client will pay MSP all fees within agreed upon terms of net 60 days from receipt of invoice. All fees payable under the Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay. Client's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. Unless otherwise stated in an Order, Client agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Order, which are capable of verification by receipt. MSP will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Order or Statement of Work and at Client's direction.

5. CONFIDENTIALITY AND NON-DISCLOSURE. MSP will receive and have access to Client's confidential and proprietary information, which is of great value to Client. MSP agrees that MSP shall not at any time during the Agreement or afterward divulge, disclose or communicate such confidential and proprietary information to any entity (other than Client itself). MSP further agrees that MSP shall not at any time during the Agreement or afterward use such confidential and proprietary information other than on Client's behalf.

6. PROVISION OF MATERIALS AND SERVICES TO MSP. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of MSP performing the services. Client will also provide MSP with access to all information, passwords and facilities requested by MSP that are necessary for MSP to perform the services. Access may be denied for any reason at any time; however, if access to information, passwords or facilities is denied, Client understands that MSP may be unable to perform its duties adequately, and if such a situation should exist, MSP will be held harmless.

7. WORKING ENVIRONMENT. Client shall provide a suitable working environment for any Client-owned equipment ("Equipment") located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

8. COVID. Contractor must comply with personal protective equipment and/or social distancing guidelines applicable to COVID as requested by the Client.

9. CLIENT DATA OWNERSHIP AND RESPONSIBILITY. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietarily submitted by Client to MSP.

9.1. Software Installation or Replication. If MSP is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to MSP will be deemed Client's affirmative acknowledgement to MSP that Client has a valid license that permits MSP to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless MSP in a written Statement of Work expressly agrees to conduct such monitoring. Client will indemnify and hold harmless MSP against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to MSP or any Client breach of this Section.

10. INTELLECTUAL PROPERTY. MSP retains all intellectual property rights in any property invented or composed in the course of or incidental to the performance of the Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of the Agreement or the work performed under the Agreement.

10.1. License Agreements.

(a) License. Subject to the terms of the Agreement, MSP grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other product provided as part of the Services solely for its own internal use.

(b) Pre-Existing License Agreements. Any software product provided to Client by MSP as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third-party license agreement.

(c) EULA (End-User License Agreement). Client hereby consents permission to MSP to sign all EULA's necessary for any software product installed on Client's computer system that is actively managed by MSP but excludes all other EULA's that may be associated with other Agency-controlled devices.

10.2. Third-Party Products. Product warranties for third-party products, if any, are provided by the manufacturers thereof and not by MSP. MSP'S sole obligation is to act on behalf of Client to assist in the satisfaction of any such warranty.

11. WARRANTY. MSP warrants that it will perform the Services substantially in accordance with the specifications set forth whether under the Agreement, a purchase order or other work order. For any breach of the foregoing warranty, MSP will exercise efforts consistent with industry standards to reperform any non-conforming services that were performed within the thirty (30) business day period immediately preceding the date of Client's written notice to MSP specifying in reasonable detail such non-conformance. If MSP concludes that conformance is impracticable, MSP will refund all fees paid by Client to MSP hereunder, if any, allocable to such nonconforming Services.

Notwithstanding the above, MSP does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. MSP does not guarantee or promise any cost savings, profits, or returns on investment.

12. SOFTWARE HARDWARE & SECURITY. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable, if Client fails to maintain proper security for its computer and information system including software and hardware updates. Client therefore warrants that it will follow software and hardware updates consistent with the recommendation of the associated manufacturers.

13. TERRORISM AND CYBER TERRORISM. In no event, including the negligent act or omission on its part, shall MSP, whether under the Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

14. TELEMARKETING & UNSOLICITED EMAILS. In no event, including the negligent act or omission on its part, shall MSP, whether under the Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

15. EXTRAORDINARY EVENTS. In no event, including the negligent act or omission on its part, shall MSP, whether under the Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical or telecommunications infrastructure or services not under MSP's control, any satellite failure, or from any fire, flood, earthquake, lightning, wind, hail, act of God or other physical event.

16. LIMITATIONS OF LIABILITY. EXCEPT AS OTHERWISE NOTED IN THE AGREEMENT, UNDER NO CIRCUMSTANCES SHALL MSP BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE OR FOR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT WITH RESPECT TO INDEMNITIES ARISING OUT OF IP (INTELLECTUAL PROPERTY) CLAIMS. UNDER NO CIRCUMSTANCES, SHALL MSP'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THE AGREEMENT EXCEED THE FEES PAID UNDER THE AGREEMENT.

Carney's Business Technology Center
2001 Westwind Drive, Bakersfield, CA 93301
661.327.0030 www.carneys.com

MSP SHALL NOT BE LIABLE TO CLIENT FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THE AGREEMENT UNLESS SUCH DELAY OR FAILURE IS A RESULT OF MSP'S NEGLIGENCE.

17. INSURANCE. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by the Agreement and by law. Without limiting the foregoing, to the extent the Agreement creates exposure generally covered by the following insurance policies, MSP shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by MSP, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

- Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Client, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured. MSP's insurance shall be primary and not contribute with any insurance maintained by Client.
- Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) in the amount of one million dollars ($1,000,000) per each accident.
- Workers' Compensation – as required by the State of California with Statutory Limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If MSP maintains broader coverage and/or higher limits than the minimums shown above, Client requires and shall be entitled to the broader coverage and/or higher limits maintained by MSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Client. MSP shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and MSP shall ensure that Client, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors, with endorsement as broad as CG 20 38 04 13. If any of the required coverages expire during the term of the Agreement, MSP shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Client at least ten (10) days prior to the expiration date.

Premiums for all insurance required hereunder are the responsibility of MSP and not of the Client.

MSP will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

18. DISCLAIMERS. The express remedies set forth in the Agreement will constitute Client's exclusive remedies, and MSP's sole obligation and liability, for any claim that: (a) Services, Products, or deliverables provided hereunder does not conform to specifications or is otherwise defective, or (b) Services were performed improperly.

MSP shall not be responsible for impairments to the Services caused by acts within the control of Client or its employees, agents, contractors, suppliers or licenses, the interoperability of Client applications, or other cause reasonably within Client's control and not reasonably related to services provided under the Agreement.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 10, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." MSP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

MSP DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any MSP employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify the Agreement in any way whatsoever.

19. SEVERABILITY. If any provision of the Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of the Agreement shall not render invalid the remainder of the Agreement.

20. AMENDMENT. The Agreement may not be amended except in writing by an authorized individual of MSP and an authorized individual of Client.

21. RELATIONSHIP. Client and MSP ("Parties") are independent parties; and the Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture.

22. LAW. The Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of laws. Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California.

23. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

24. FORCE MAJEURE. With the exception of Client payment for service rendered, neither party shall be responsible for any failure to perform or delay caused where such failure or delay is due to circumstances reasonably beyond the party's control. This includes fire, flood, earthquake, lightning, wind, hail, act of God or any other physical event.

25. ASSIGNMENT. Client may not assign its rights or obligations under the Agreement without MSP's prior written consent which shall not be unreasonably withheld.

26. COUNTERPART AND ELECTRONIC SIGNATURES. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Client's electronic signature of the Agreement shall have the same validity and effect as a signature affixed by Client's hand.

27. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement by and between Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of Parties, whether written or oral, with respect to such subject matter.

Carney's Business Technology Center
2001 Westwind Drive, Bakersfield, CA 93301
661.327.0030 www.carneys.com

Client – Kern County Water Agency

By:_____

Date: _____

MSP – Carney's Business Technology Center

By:_____

Date: _____

Carney's Business Technology Center
2001 Westwind Drive, Bakersfield, CA 93301
661.327.0030 www.carneys.com

Monitoring Tools:

Carney's Business Technology Center (Carney's) manages the Kern County Water Agency's (Agency) network and information technologies resources and environment through the use of multiple monitoring probes and applications. These probes and applications currently include:

N-Able: cloud-based monitoring probes installed on the Agency's physical and virtual servers

SolarWinds PassPortal: password services application that provides a secure method for password management

In addition to these probes and applications, Carney's shall provide and install probes for each workstation in the Agency's inventory. These additional probes enable authorized Carney's staff to receive alerts on certain performance thresholds and have a means of secure remote access to Agency workstations for extended diagnosis and problem resolution.

Alert notifications/response procedures:

N-Able alerts are delivered via email and/or text message notifications to predetermined recipients. This list can be modified upon request, but currently includes:

- Carney's N-Able Notification Staff: Bengt Johanson, Jeff Kreiser, Rick Kreiser, Thomas Milsom, and Mark Sudenga
- Agency N-Able Notification Staff: Nick Pavletich and Audrey Garcia

Once an N-Able notification is received, Carney's shall initiate communication with Agency staff to confirm the nature of the potential issue and establish corrective action. This list can be modified upon request, but currently includes, in order of notification:

- Primary Agency Alert Staff: Audrey Garcia
- Secondary Agency Alert Staff: Nick Pavletich

There are several system conditions that can generate a 'false positive' alert. Carney's will review each notification, determine the severity of the situation, and respond accordingly.

Server or infrastructure-related alerts will typically require direct communication with the Agency. In the event Agency Alert Staff are not available to respond, or have requested Carney's assistance in resolving the issue, Carney's engineer(s) will connect remotely or, in critical situations, arrive onsite to assess and/or repair the issue.

The Agency's time block will be decremented according to the pre-approved rate structure. The Agency list of individuals authorized to engage Carney's support can be modified upon request, but currently includes:

- Audrey Garcia &, Nick Pavletich

Carney's will exercise sound financial judgment when acting on the Agency's behalf in all situations. To ensure the Agency is effectively supported, alert response and/or continuation of mission-critical technical assistance will occasionally require overtime hours. Carney's is provided with a two-hour overtime window

(per-incident) of pre-approval with authorization for additional time readily available should the situation dictate.

To facilitate uninterrupted support response, the Agency shall notify Carney's via service ticket when one or more Agency Alert Staff are unavailable.

Spares inventory:

The Agency shall develop a spares inventory of (primarily) desktop and notebook systems, and peripherals (keyboards, mice, displays). Base disc images will be maintained for ease of deployment, with specific software installed on an as-needed basis. This spare inventory will be accessible and available to Carney's in the event temporary equipment replacement is necessary.

Servers shall be enrolled in Dell's Critical Support program as they are installed. The Critical Support program provides an enhanced service level with on-site call-to-repair service within a four-hour service window.

Fault-tolerance is built into the type of equipment the Agency is deploying (power supplies, disc storage, cooling fans), however, some components simply can't be duplicated in a single appliance.

Vendor agency representation:

To properly fulfill its support role, Carney's is an approved Agency contact with key software/hardware vendors. Contracts, software license agreements, support access codes, etc., shall be confidentially shared with Carney's staff assigned to support the Agency.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 8

FROM: Audrey Garcia

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Database Program Consultant Contract

Issue:
Consider authorizing the Administrative Operations Manager to renew a consultant contract for database program enhancement, design and development for Kern County Water Agency database programs.

Recommended Motion:
Authorize the Administrative Operations Manager to renew a contract with Dale Fye, DBA Dev-Soln, LLC, for database program enhancement, design and development for Kern County Water Agency database programs, for an amount not to exceed $50,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 8.

Discussion:
The Kern County Water Agency (Agency) continues to require the services of a database program consultant. The Agency maintains multiple database programs that are utilized in budgeting and other functions. These programs were developed many years ago and require program enhancement, design and development to maintain the functionality and usefulness of certain database programs.

Dale Fye, DBA Dev-Soln, LLC (Fye) has been providing these services as a consultant for several years. This work includes the database design, maintenance, assessment and optimization to ensure the stability, reliability and performance of the Agency's database programs. Staff recommends retaining Mr. Fye for database program enhancement, design and development on an hourly, as-needed basis for an amount not to exceed $50,000.

Money for these services will be expended from the General Fund. The proposed agreement is provided as Attachment 1.

KERN COUNTY WATER AGENCY
AGREEMENT
For
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this ____ day of July, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Dale Fye, DBA Dev-Soln, LLC, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires for database program enhancement, design and development for Kern County Water Agency database programs; and

WHEREAS, said services require familiarity with database programming standards and guidelines; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's General Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant will be in charge of each project assigned by the Agency to Consultant pursuant to the terms of this Agreement, and will perform the services requested unless subcontracting is specifically approved in writing by the Agency. In that case, Consultant will direct and coordinate the work of subcontractors. Consultant shall be responsible for the competent performance of requested services. Consultant’s scope of services is included herein as Exhibit A.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Responsibility of Consultant:

Consultant is retained as an independent contractor to render a professional service only, and not as an employee of the Agency. Consultant represents that he is in the business of providing such services, and that all appropriate reporting to local, State and federal governmental and taxing authorities will be made. Consultant further represents that all appropriate taxes will be paid by Consultant to the taxing authorities, and specifically, and without limitation, agrees to hold the Agency harmless from all loss which may result from administrative or judicial findings that Consultant is not properly characterized as represented.

IV. Assignments to Consultant:

In the performance of the services requested under this Agreement, Consultant shall report to and receive written assignments from the General Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall not perform any services without a written assignment from the Agency. Approved task orders will be incorporated into this Agreement as Exhibits.

V. Term of Agreement:

A. This Agreement shall become effective on the date first written above and shall terminate June 30, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

VI. Compensation:

For the services to be performed hereunder, Consultant shall be compensated for Consultant's services at a rate not to exceed $110.00 per hour. Compensation under this Agreement shall not exceed $30,000 in total without express written approval of the General Manager as authorized by the Agency Board of Directors.

VII. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and necessary expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VIII. Intellectual Property:

Consultant retains ownership and copyright of any software, documents, or techniques developed on behalf of the Agency while performing the services specified. Consultant grants to the Agency and any third-party consultants retained by the Agency, a Permanent License to use and/or modify, in the normal operations of the Agency’s business, any software, documents or techniques developed on behalf of the Agency while performing the services specified. The Agency may make unlimited copies of any software or documents for the Agency’s own use, but may not sell, give, or otherwise convey any part of the software or documents developed by Consultant to any third party not retained by the Agency without the written consent of Consultant. Consultant will document all software to explicitly identify its source; the Agency will retain all such program code documentation when performing future modifications to software written by Consultant.

IX. Insurance and Indemnification:
Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit. The general liability coverage shall give the Agency, its directors, officers, employees and authorized volunteers additional insured status. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A-: VII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

X. Attorneys' Fees:
In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

XI. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

XII. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
Attn: Business Manager
3200 Rio Mirada Dr
Bakersfield, CA 93308

CONSULTANT: Dale Fye, DBA Dev-Soln, LLC
100 Loon Ct.
Yorktown, VA 23692

and shall be effective upon receipt thereof.

XIII. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XIV. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto. Consultant's proposal is attached as Exhibit A and is incorporated herein by reference. To the extent Consultant's proposal conflicts with, supplements *and/or* requires more than this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY

By:_____
Nick Pavletich
Administrative Operations Manager

CONSULTANT

By:_____
Dale Fye
Owner

EXHIBIT A

1. Perform database program enhancement, design and development for Agency database programs.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 9

FROM: Audrey Garcia

DATE: June 26, 2025

SUBJECT: Authorization to Renew the Kern County Water Agency Contract for Landscaping Services

Issue:
Consider authorizing the Administrative Operations Manager to renew the Kern County Water Agency Contract for Landscaping Services.

Recommended Motion:
Authorize the Administrative Operations Manager to renew the Kern County Water Agency Contract for Landscaping Services with McCormick Landscaping Services, Inc, for an amount not to exceed $75,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 9.

Discussion:
The Kern County Water Agency (Agency) has previously utilized McCormick Landscaping Services, Inc, (McCormick) for regular landscape maintenance and repair services for the Stuart T. Pyle Water Resources Center grounds. The Stuart T. Pyle Water Resources Center grounds will continue to require landscape maintenance and repairs from McCormick to maintain the clean appearance of Agency grounds.

Agency staff recommends authorizing the execution of the Kern County Water Agency Contract for Landscaping Services with McCormick Landscaping Services, Inc. Money for these services will be expended from the General Fund. The proposed agreement is provided as Attachment 1.

KERN COUNTY WATER AGENCY
CONTRACT
FOR
LANDSCAPING SERVICES

This Contract, made and entered into by and between the Kern County Water Agency, hereinafter referred to as "Agency" and McCormick Landscaping Services, Inc., hereinafter referred to as "Contractor."

Agency and Contractor agree as follows:

1) SCOPE OF WORK: Contractor will perform all the services and furnish all the materials described in Scope of Work as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

2) TERM: This Contract shall become effective on July 1, 2025 and shall terminate June 30, 2026. The Agency and/or Contractor may terminate this Contract for any reason with thirty (30) days written notice. In the event of termination, the Agency shall pay Contractor for all authorized services performed and all authorized expenses incurred to date of termination of the Contract.

3) COMPENSATION: Compensation under this Contract shall not exceed $75,000 in total without express written approval of the General Manager or her/his designee as authorized by the Agency Board of Directors. Regular monthly landscape maintenance services and other landscape maintenance services combined, as defined in Exhibit A, shall not exceed $2,670 per month, and the purchase, installation and/or application of additional landscape services and/or materials, as defined in Exhibit A, shall not exceed $42,960.

4) PAYMENTS: Charges shall be billed monthly to the Agency prior to the 10th of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Contractor shall keep adequate records of all services, purchases and other charges to the Agency and make the records available if requested by the Agency.

5) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Agency, its directors, officers, employees, and authorized volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Agency's sole negligence or willful acts.

6) INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractors, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

   a. Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed

operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13) with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by Agency.

b. Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering all owned, non-owned and hired automobiles in the amount of one million dollars ($1,000,000) per each accident.
c. Workers' Compensation – as required by the State of California with Statutory Limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Agency. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kern County Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors, with endorsement as broad as CG 20 38 04 13.

7) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state and federal regulations and statutes including Cal/OSHA requirements that are applicable to the work and services provided under this Contract. Any permits required by governmental authorities will be obtained at Contractor's expense.

8) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Business Manager

CONTRACTOR: McCormick Landscaping Services, Inc.
17347 Brimhall Road
Bakersfield, CA 93314
ATTN: Jonathon McCormick

This Contract is executed by the Agency pursuant to an action of its Governing Body authorizing the same, and Contractor has caused this Contract to be duly executed.

Agency	**Contractor**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Dated: _____, 2025	Dated: _____, 2025

Exhibit A

Scope of Work

Landscape Maintenance Work for Stuart T. Pyle Water Resources Center Grounds

1) Regular monthly landscape maintenance services:

    a. Regular monthly landscape maintenance services include:
        i. Cleaning all concrete walkways every Wednesday;
        ii. Cleaning some or all parking lot areas, when requested, and Wednesdays;
        iii. Mowing turf, when requested;
        iv. Removing dead and downed branches and leaves, weeds and debris from landscaped areas as needed;
        v. Pruning, trimming or cutting plants, bushes, shrubs and groundcover to appropriate width, depth and height;
        vi. Pruning, trimming or cutting trees, if requested by the Agency, by a worker standing on the ground (without the use of a ladder);
        vii. Deadheading certain plants, as needed;
        viii. Operating manual irrigation valves;
        ix. General landscape services; and
        x. The installation or application of:
            1. Trees, plants, shrubs, flowers and groundcover;
            2. Chemicals, such as pesticides, herbicides, insecticides and fertilizers;
            3. Decomposed granite, mulch and other landscape materials;
            4. Irrigation system materials, parts and equipment; and
            5. Borders, curbs, equipment pads and other landscape features.

    b. Regular monthly landscape maintenance labor:
        i. 832 hours of Contractor-directed general landscape labor shall be provided during this contract.
        ii. Landscape services shall be scheduled with 8 work hours per day on Wednesdays (104 days x 8 hours/day).
        iii. When a scheduled workday falls on an Agency-recognized holiday, the work hours shall be performed on a different, mutually-agreed-to day or days within the contract period at no additional cost.
        iv. Work hours may be performed on different days other than the scheduled days within the contract period at no additional cost to the Agency if mutually agreed upon in writing.
        v. Any landscape maintenance labor that normally and customarily requires the use of a skilled tradesman shall be compensated at a different hourly rate and must be authorized by the Agency in writing.

vi. Additional work hours in excess of 832 hours may be performed by Contractor at $34.00 per hour if mutually agreed upon in writing.
vii. If, for any reason, the total number of regular monthly landscape maintenance services work hours is fewer than 832 hours, the number of hours fewer than 832 hours multiplied by $34.00 per hour shall be deducted from the last monthly invoice of this contract.
viii. Work hours do not include commute time to and from the work site (Stuart T. Pyle Water Resources Center, 3200 Rio Mirada Drive, Bakersfield, California), but do include transport of waste and green waste materials to appropriate local disposal sites.

2) Other landscape maintenance services, which Contractor shall provide for no additional compensation, include:
   a. Applying chemicals (but not the cost of the chemicals);
   b. Replacing standard sprinklers and spray nozzles, as needed;
   c. Reviewing irrigation systems biweekly and adjusting all valve run times weekly to ensure plants receive appropriate amounts of water;
   d. Removing and properly and legally disposing of all waste generated by Contractor as a result of the work described herein, which includes green waste that shall be taken to a green waste facility for recycling and/or composting; and
   e. Providing general landscape oversight.
   f. Providing the Agency representative with completed and timely periodic and regular checklists for the following:
      i. Weekly tasks and inspections performed;
      ii. Bi-weekly tasks and inspections performed;
      iii. Monthly tasks and inspections performed; and
      iv. Other periodic tasks and inspections performed.

      The Agency shall create and provide checklists. Contractor may suggest input into the creation and content of checklists.

3) Other landscaping maintenance services, which Contractor may provide for additional compensation, include:
   a. Tree pruning and removal services at the direction of Agency staff. Contractor will have an International Society of Arboriculture (ISA) arborist certification and a State of California Contractors license (C61/D49-Tree Service) to perform tree and pruning services. Tree pruning and removal services may include:
      i. Tree puning;
      ii. Tree removal;
      iii. Stump grinding;
      iv. Mulching of tree materials; and
      v. Removal of tree materials.

4) All additional landscape materials and services provided by Contractor must be authorized by the Agency in writing before purchase.
5) All persons under the direct control or at the direction of Contractor shall strictly abide by the Kern County Water Agency's Threatened and Endangered Species Information's general rules and contact information (see Attachment 1), which may be updated and provided to the Contractor from time to time.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 10

FROM: Audrey Garcia

DATE: June 26, 2025

SUBJECT: Authorization to Renew the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center

Issue:
Consider authorizing the Administrative Operations Manager to renew the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center.

Recommended Motion:
Authorize the Administrative Operations Manager to renew the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center with Mesa Energy Services, Inc., for an amount not to exceed $95,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 10.

Discussion:
The Kern County Water Agency (Agency) has previously utilized Mesa Energy Services, Inc. (Mesa) for heating, ventilating and air conditioning (HVAC) services and repairs for the Stuart T. Pyle Water Resources Center. The Stuart T. Pyle Water Resources Center HVAC system will continue to require maintenance and repairs from Mesa to maintain safe, efficient and reliable equipment.

Agency staff recommends authorizing the execution of the Kern County Water Agency Contract for Heating, Ventilating and Air Conditioning Service for the Stuart T. Pyle Water Resources Center with Mesa Energy Services, Inc. Money for these services will be expended from the General Fund. The proposed agreement is provided as Attachment 1.

KERN COUNTY WATER AGENCY
CONTRACT FOR
HEATING, VENILATING AND AIR CONDITIONING SERVICE
FOR THE STUART T. PYLE WATER RESOURCES CENTER

This Contract, made and entered into by and between the Kern County Water Agency, hereinafter referred to as "Agency" and Mesa Energy Services, Inc., hereinafter referred to as "Contractor."

Agency and Contractor agree as follows:

1) SCOPE OF WORK: Contractor will perform all of the work and furnish all of the materials described in Agency's Scope of Work (Scope of Work) as shown in Attachment A, which is attached hereto and incorporated herein by reference.

2) ASSIGNMENT TO CONTRACTOR: In the performance of the services requested under this Agreement, Contractor shall report to and receive written assignments from the General Manager or such other person or officer who the Agency or General Manager may designate. Contractor shall not perform any services without a written assignment from the Agency. Approved task orders will be incorporated into this Agreement as Attachments.

2) TERM: This Contract shall become effective July 1, 2025 and shall terminate June 30, 2026. The Agency and/or Contractor may terminate this Contract for any reason with thirty (30) days written notice. In the event of termination, the Agency shall pay Contractor for all authorized services performed and all authorized expenses incurred to date of termination of the Contract.

3) COMPENSATION: Compensation under this Contract shall not exceed $95,000 in total without express written approval of the General Manager as authorized by the Agency Board of Directors. All scheduled preventative maintenance services for Agency equipment under this Contract shall not exceed $17,136. For services to be performed hereunder other than scheduled preventative maintenance, Contractor shall be compensated for at a rate not to exceed $158.00 per hour

4) PAYMENTS: Payment by the Agency shall be made within 60 days of receipt of each undisputed invoice. Detailed invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Contractor shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

5) PREVAILING WAGE: Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. A prevailing wage scale is also on file in the office of the Agency and copies may be obtained upon request. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.

6) DIR REGISTRATION: Contractor shall be registered pursuant to Labor Code section 1725.5.

7) CONTRACT DOCUMENTS: The complete agreement of the parties includes this Contract, the Scope of Work and any supplemental agreements between the Agency and Contractor.

8) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Agency, its directors, officers, employees, and authorized volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Agency's sole negligence or willful acts.

9) INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractors, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

a. Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by Agency.
b. Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering all owned, non-owned and hired automobiles in the amount of one million dollars ($1,000,000) per each accident.
c. Workers' Compensation – as required by the State of California with Statutory Limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Agency. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kern County Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors.

10) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state and federal regulations and statutes including Cal/OSHA requirements that are applicable to the work and services provided under this Contract. Any permits required by governmental authorities will be obtained at Contractor's expense.

11) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
ATTN: Business Manager
3200 Rio Mirada Drive
Bakersfield, CA 93308

CONTRACTOR: Mesa Energy Systems, Inc.
2 Cromwell
Irvine, CA 92618

This Contract is executed by the Agency pursuant to an action of its Governing Body authorizing the same, and Contractor has caused this Contract to be duly executed.

Agency

_____

By: _____

Title: _____

Dated: _____, 2025

Contractor

_____

By: _____

Title: _____

Dated: _____, 2025

Attachment A

Scope of Work

Heating, Ventilating and Air Conditioning Service, Maintenance and Repairs for the Stuart T. Pyle Water Resources Center

Any changes beyond the performance of work described herein shall be made in writing.

The Agency shall receive priority service over all non-Mesa maintenance customers. Any service requested by the Agency shall be placed in high priority status based on type of call and day or time of the request.

All work performed under this Contract shall be performed during Normal Working Hours (Monday through Friday from 7:00 a.m. to 5:00 p.m.), unless otherwise specifically agreed upon by both parties.

This contract covers the following equipment:

A. Five (5) Packaged Heating, Ventilating and Air Conditioning (HVAC) Units
B. Eight (8) Daikin Air-cooled Condensers
C. Thirty (30) Daikin Fan Coil Units
D. Two (2) Greenheck Energy Recovery Ventilation (ERV) units
E. Two (2) Greenheck Exhaust Fans
F. Three (3) Hoshizaki Ice Machines

The Contractor shall provide a one-year warranty for all equipment, parts and/or labor installed by Contractor. Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery. Contractor's warranty includes the cost of Contractor's labor for correcting defects for a period of sixty (60) days after installation. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside Normal Working Hours shall be paid by Agency at Contractor's applicable rate.

1) Quarterly maintenance service:

Maintenance services are defined as services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life.

In completing this work, Contractor shall:

a. Perform quarterly filter service for equipment with MERV8 filters. This includes, but is not limited to, removing and disposing of all used filters and furnishing, delivering and installing all replacement filters.

b. Perform annual coil cleaning service for equipment. This may include, but is not limited to, applying environmental and equipment safe cleansing agents to coil surfaces and rinsing with water.

c. Perform preventative maintenance actions on equipment quarterly, unless otherwise stated, as provided below or as recommended by the equipment manufacturer.

i. Packaged HVAC Units

(1) Lubricate fan bearings per manufacturer's recommendation.
(2) Lubricate motor bearings per manufacturer's recommendation.
(3) Check belts and sheaves and replace and adjust when authorized.
(4) Check coils for visible signs of leaks.
(5) Lubricate and adjust dampers and linkages, if applicable.
(6) Check and clean drain pain and clear condensate drain lines.
(7) Check motor operating conditions.
(8) Inspect electrical connections, contactors and relays
(9) Inspect all temperature, safety and operational controls.
(10) Start compressor and check operating conditions and report abnormalities.
(11) Secure unit panels and inspect roof curbing flashing.
(12) Check for gas leaks.
(13) Inspect pilot and clean pilot orifice, if applicable.
(14) Inspect and clean flame sensor.
(15) Inspect Hot Surface Ignitor, if applicable.
(16) Verify operation of all safety limit and operating controls
(17) Inspect flame condition.
(1) Replace belts annually.

ii. Exhaust Fans and ERV Units

(1) Inspect belts and adjust as required.
(2) Lubricate motor and bearings as required.
(3) Inspect electrical.

iii. Daikin Air-Cooled Condensers

(1) Review manufacturer's recommendation for start-up.
(2) Energize crankcase heater per manufacturer's recommendation for warm-up.
(3) Visually inspect for leaks.
(4) Inspect electrical connections, contactors, relays and operating/safety controls.
(5) Check vibration eliminators.
(6) Check compressor oil level, if applicable.
(7) Check and test all operating and safety controls.
(8) Check operating conditions. Report any abnormalities.
(9) Clean condenser coils annually.

iv. Daikin Fan Coil Units

(1) Inspect motor. Clean and lubricate dependent on accessibility.
(2) Lubricate fan bearings.
(3) Inspect coil(s) for leaks dependent on accessibility.
(4) Inspect drain pan or pipe and clean as required.
(5) Inspect belt and adjust tension, if applicable.

(6) Inspect electrical connections, contactors, relays and operating/safety controls.

2) Semiannual maintenance service:

a. Perform preventative maintenance actions on equipment semiannually, unless otherwise stated, as provided below or as recommended by the equipment manufacturer.

i. Ice Machines
(1) Check condenser coils. Clean as required.
(2) Check and clean water sump pans and drains.
(3) Inspect water filters and change when authorized.
(4) Inspect electrical connections, contactors, relays and operating/safety controls.
(5) Check compressor operating conditions.
(6) Inspect all temperature and operational controls.
(7) Remove ice and sanitize bin.
(8) Inspect bin for leaks or damages.

3) General service and repairs for existing equipment

4) Purchase, installation and/or provisioning of replacement HVAC equipment

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 11

FROM: Chelsea Palmer

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Contract for Crane and Trucking Services

Issue:
Consider authorizing execution of a contract for crane and trucking services.

Recommended Motion:
Authorize execution of a contract with Turner Trans Lift, Inc. for crane and trucking services for an amount not to exceed $75,000 subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 11.

Discussion:
The Kern County Water Agency (Agency) has previously utilized Turner Trans Lift, Inc. (Turner) for crane and trucking services related to the operation and maintenance of Agency projects. Agency staff will continue to need crane and trucking services for existing and proposed operation and maintenance projects. Therefore, Agency staff proposes to enter into a contract with Turner. Under the contract, Turner will remove and transport Agency equipment as directed by Agency staff. The draft contract with Turner is provided as Attachment 1. Agency staff have reviewed the contract and recommend its approval.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

DRAFT

KERN COUNTY WATER AGENCY
CONTRACT
FOR
CRANE AND TRUCKING SERVICES
SC2025-06

This Contract, made and entered into by and between the Kern County Water Agency, hereinafter referred to as "Agency" and Turner Trans Lift, Inc., hereinafter referred to as "Contractor". Agency and Contractor agree as follows:

1) SCOPE OF WORK: Contractor will perform crane and trucking services as directed by Agency staff.

2) TERM: This Contract shall become effective upon execution by the Agency and shall terminate June 30, 2026. The Agency and/or Contractor may terminate this Contract for any reason with thirty (30) days written notice. In the event of termination, the Agency shall pay Contractor for all authorized services performed and all authorized expenses incurred to date of termination of the Contract.

3) COMPENSATION: Compensation under this Contract shall not exceed $75,000 in total without express written approval of the General Manager as authorized by the Agency Board of Directors. For services to be performed hereunder, Contractor shall be compensated for Contractor's services at rates shown in Exhibit A, which is attached hereto and incorporated herein by reference.

4) PAYMENTS: Charges shall be billed monthly to the Agency prior to the 10th of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Contractor shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

5) PREVAILING WAGE: Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.

6) DIR REGISTRATION: Contractor shall be registered pursuant to Labor Code section 1725.5.

7) CARB IN-USE OFF-ROAD DIESEL-FUEL FLEET REGULATIONS: Contractor shall comply with the California Air Resources Board's In-Use Off-Road Diesel-Fuel Fleet Regulations (13 CCR 2449 *et seq.*) if vehicles subject to the regulation will be used in the performance of the work, including, but not limited to, furnishing Certificates of Reported Compliance to the Agency in accordance with 13 CCR 2449(i).

8) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Agency, its directors, officers, employees, and authorized volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable

attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Agency's sole negligence, active negligence, or willful acts.

9) INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

a. Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13) with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by Agency.

b. Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering all owned, non-owned and hired automobiles in the amount of one million dollars ($1,000,000) per each accident. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13).

c. Workers' Compensation – as required by the State of California with statutory limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Agency. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agency, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors, with endorsement as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 38 04 13.

10) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state and federal regulations and statutes including Cal/OSHA requirements that are applicable to the work and services provided under this Contract. Any permits required by governmental authorities will be obtained at Contractor's expense.

11) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY:	Kern County Water Agency 3200 Rio Mirada Drive Bakersfield, CA 93308 ATTN: Accounts Payable
CONTRACTOR:	Turner Trans Lift, Inc. 520 E. Norris Road Bakersfield, CA 93308 ATTN: Mason Stanley

This Contract is executed by the Agency pursuant to an action of its Governing Body authorizing the same, and Contractor has caused this Contract to be duly executed.

AGENCY	CONTRACTOR
_____	_____
By: Lauren Bauer	By: _____
Title: Water Resources Manager	Title: _____
Dated: _____, 2025	Dated: _____, 2025

TURNER TRANS LIFT, INC.

KCWA - CRANE RATE SHEET as of March 2025

BASIC HOURLY RATE – Applicable to all working time from portal to portal. This includes the loading and unloading of rigging and crane components at our storage facility, travel time to and from the job site and for the assembly and disassembly of necessary equipment. Rates are for machines operated and maintained with a large selection of rigging.

HYDRAULIC CRANES

23 Ton	$220.00 *
40 Ton	$260.00 *
50 Ton	$295.00 *
60 Ton	$315.00 *
75 Ton	$405.00
90 Ton	$420.00
110 Ton	$440.00
120 Ton	$475.00
150 Ton	$495.00
180 Ton	$520.00
210 Ton	$550.00

* DENOTES CRANE RATE INCLUDES OPERATOR ONLY.
RIGGER/SIGNALPERSON IS ADDITIONAL CHARGE

ADDITIONAL EQUIPMENT

	PER DAY
SPREADER BARS	No Charge
CERTIFIED MANBASKET	No Charge

A CALIFORNIA CLEAN AIR/FUEL SURCHARGE MAY BE APPLIED TO ALL CRANE TIME

	PER HOUR
TRUCKING - For general trucking & cranes requiring truck transportation of components & equipment to and from job site	$150.00
FORKLIFT – Operated & maintained (Delivery quoted)	$350.00

	PER DAY
CREW TRUCK	$95.00

	PER HOUR
AFTER HOURS AND EXTENDED RATES	
* OVERTIME - For work and/or travel time in excess of 8 hours, before 5:00 AM, after 5:00 PM and on Saturday add to applicable rate for each hour of overtime	
For 1 man crew add	$ 85.00
For 2 man crew add	$ 140.00
* DOUBLE TIME - When work and/or travel time in excess of 12 hours and on Sunday add to applicable rate for each hour of overtime	
For 1 man crew add	$ 130.00
For 2 man crew add	$ 215.00
* TRIPLE TIME - When work and/or travel time occur on Easter Sunday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day Add to applicable rate for each hour of overtime	
For 1 man crew add	$185.00
For 2 man crew add	$360.00

ADDITIONAL LABOR RATE	
For additional rigger/signalperson add per man	$ 95.00
For certified crane operator only add per man	$ 150.00
For job site lift coordinator / supervisor add per man	$ 185.00

PREVAILING WAGE / CERTIFIED PAYROLL		
For 1 man crew add	PER HOUR	$ 40.00
For 2 man crew add	PER HOUR	$ 70.00

SUBSISTENCE
Subsistence will be charged when the crane is left on a job site that is 60 or more miles from our yard.
Per day per man $200.00

PERMITS - City, County and State permits and permit service charged when applicable PER PERMIT $85.00

520 E. NORRIS AVE. BAKERSFIELD, CA 93308
PHONE (661)399-9377 * FAX (661)399-8365

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 12

FROM: Chelsea Palmer

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Contract for Service and Repair Work on Electrical Equipment and/or Systems

Issue:
Consider authorizing execution of a contract for service and repair work on electrical equipment and/or systems.

Recommended Motion:
Authorize execution of a three-year contract with A-C Electric Company for service and repair work on electrical equipment and/or systems for an amount not to exceed $150,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 12.

Discussion:
The Kern County Water Agency (Agency) has previously utilized A-C Electric Company for work on electrical equipment and electrical services related to the operation and maintenance of Agency projects. Agency staff continues to need electrical services for existing and proposed operation and maintenance projects. Therefore, Agency staff proposes to enter into a three-year agreement with A-C Electric Company. Under the agreement, A-C Electric Company will perform work on electrical equipment and electrical systems as directed by Agency staff. The agreement with A-C Electric Company is provided as Attachment 1. Agency staff have reviewed the agreement and recommend its approval.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

DRAFT

KERN COUNTY WATER AGENCY
CONTRACT
FOR
SERVICE AND REPAIR WORK ON ELECTRICAL EQUIPMENT AND/OR SYSTEMS
SC2025-08

This Contract, made and entered into by and between the Kern County Water Agency, hereinafter referred to as "Agency" and A-C Electric Company, hereinafter referred to as "Contractor". Agency and Contractor agree as follows:

1) SCOPE OF WORK: Contractor will perform work on electrical equipment and electrical systems as directed by Agency staff at the rates shown in Exhibit A. Such rates may be updated annually.

2) TERM: This Contract shall become effective upon execution by the Agency and shall terminate June 30, 2028. The Agency and/or Contractor may terminate this Contract for any reason with thirty (30) days written notice. In the event of termination, the Agency shall pay Contractor for all authorized services performed and all authorized expenses incurred to date of termination of the Contract.

3) COMPENSATION: Compensation under this Contract shall be at the rates as shown in Exhibit A, which is attached hereto and incorporated herein by reference, and shall not exceed $150,000 in total without express written approval of the General Manager as authorized by the Agency Board of Directors.

4) PAYMENTS: Charges shall be billed monthly to the Agency prior to the 10th of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Contractor shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

5) PREVAILING WAGE: Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.

6) DIR REGISTRATION: Contractor shall be registered pursuant to Labor Code section 1725.5.

7) CARB IN-USE OFF-ROAD DIESEL-FUEL FLEET REGULATIONS: Contractor shall comply with the California Air Resources Board's In-Use Off-Road Diesel-Fuel Fleet Regulations (13 CCR 2449 *et seq.*) if vehicles subject to the regulation will be used in the performance of the work, including, but not limited to, furnishing Certificates of Reported Compliance to the Agency in accordance with 13 CCR 2449(i).

8) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Agency, its directors, officers, employees, and authorized volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims,

losses, damages, or expenses arising from Agency's sole negligence, active negligence, or willful acts.

9) INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

a. Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13) with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by Agency.

b. Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering all owned, non-owned and hired automobiles in the amount of one million dollars ($1,000,000) per each accident. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13).

c. Workers' Compensation – as required by the State of California with statutory limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Agency. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agency, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors, with endorsement as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 38 04 13.

10) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state and federal regulations and statutes including Cal/OSHA requirements that are applicable to the work and services provided under this Contract. Any permits required by governmental authorities will be obtained at Contractor's expense.

11) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY:	Kern County Water Agency 3200 Rio Mirada Drive Bakersfield, CA 93308 ATTN: Water Resources Manager
CONTRACTOR:	A-C Electric Company 315 30th Street Bakersfield, CA 93301

This Contract is executed by the Agency pursuant to an action of its Governing Body authorizing the same, and Contractor has caused this Contract to be duly executed.

AGENCY	CONTRACTOR
_____	_____
By: Lauren Bauer	By: _____
Title: Water Resources Manager	Title: _____
Dated: _____, 2025	Dated: _____, 2025

A-C Electric Company — CALIFORNIA C-10 LICENSE 99849

ENGINEERING–CONSTRUCTION–TECHNOLOGY–SERVICE

FOUNDED 1945

Time & Material Rates

A-C Electric Company KCWA Rates — *Valid From 1/1/2025 - 6/30/2025*

Field Services/Construction	Straight-time	Over-time	Double-time
Apprentice/Helper	***113***	***153***	***192***
Qualified to assist Journeyman Electricians in the installation of electrical systems and equipment.			
Journeyman Electrician	***144***	***194***	***245***
Journeyman Electrician with minimum 5 year State Registered Electrical Apprenticeship training or equivalent experience.			
Service Electrician	***144***	***194***	***245***
Qualified to install, service and troubleshoot electrical distribution systems and equipment, including breaker panels, transformers, lighting, wire and cabling, AC/DC motors and motor controls. Typically comes with a service vehicle.			
Electrical/Instrument Technician	***149***	***201***	***253***
Qualified to install, loop check, calibrate, service and troubleshoot process control systems and equipment, including PLCs, motor controls, electrical and pneumatic instrumentation, wire, cabling and fiber optics. Typically comes with a service vehicle.			
Lineman	***160***	***216***	***272***
Qualified to install and maintain high-voltage equipment, electrical distribution systems and pole line. Typically comes with a service vehicle.			
Foreman	***155***	***209***	***264***
Qualified to supervise, install, service and troubleshoot electrical distribution systems and equipment, when crew sizes reach 3 or more. Typically comes with a service vehicle.			
Foreman-Lineman	***167***	***225***	***284***
Qualified to supervise, install and maintain high-voltage equipment, electrical distribution systems and pole line, when crew sizes reach 3 or more. Trained to safely operate line & bucket trucks and equipment. Typically comes with a service vehicle.			
Automation Specialist	***155***	***209***	***264***
Qualified to program, install, start-up, service and troubleshoot complex PLC systems, communication networks, HMI systems, motor controls, process instruments, SCADA and telemetry systems. Typically comes with a service vehicle.			
General Foreman	***167***	***225***	***284***
Qualified to lead construction activities. Able to coordinate between engineering, on-site construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a service vehicle.			
Project Manager	***185***	***250***	***315***
Qualified to lead construction and procurement and scheduling. Able to coordinate between engineering, construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a vehicle.			
Project Engineer-Project Coordinator	**139**	**169**	**213**
Qualified to assist with electrical design, materials procurement, change order scope & price, project coordination & scheduling.			
Project Assistant	***88***	***119***	***150***
Runner	***88***	***119***	***150***
Used for delivery of material and equipment.			
Design & Engineering	**Straight-time**	**Over-time**	**Double-time**
Electrical Designer	***123***	***166***	***209***
Designer with 5 – 15 years experience.			
Laser/Scanner Operator	***144***	***194***	***245***
Qualified to operate Trimble tool & other equipment designed to create accurate layout of electrical components & used for as-built drawings.			
Electrical Engineer	***211***	***285***	***359***
State licensed Professional Electrical Engineer. Typically comes with a vehicle.			
Application Engineer/Programmer	***159***	***215***	***270***
Proficient in the development of HMI, PLC and SQL applications, instrument specification and project design.			
Sr. Application Engineer/Systems Developer	***175***	***236***	***298***
Qualified to lead the design of complex process control systems and engineering documentation packages. Proficient in the development of HMI and PLC code, can specify instruments and manage other specialists and engineers on large projects.			

Straight-time rate applies to first eight (8) hours worked Monday-Friday between the hours of 6:00 a.m. and 3:30 p.m. Over-time rate applies after eight (8) hours up to twelve (12) hours and the first twelve (12) hours worked on Saturday. Double-time applies after twelve (12) hours and all day on Sundays and Holidays. All rates are per man-hour.

Bakersfield-Fresno-Visalia

Equipment Rates

The following is a partial list of equipment subject to additional charges. Specialized test equipment, tools and vehicles may be subject to an additional charge. Equipment rates may be subject to change based on economic conditions.

Description	Rate	Characteristics
Trip Charge	$140.00 /Per Vehicle Per Day	Trips less than 50 miles round trip
Trip Charge	$1.00 /Per Mile	Trips greater than 50 miles round trip
Electrical Service Truck	Included	Trucks are equipped w/ handheld power tools
Automobile/Pick-Up Truck	Included	Includes hand tools
Line Truck	$857.00/day	Includes hot line tools
Bucket Truck	$850.00/day	Includes hot line tools
Crane	$857.00/day	Up to 15 ton hydro crane
Delivery Truck w/ Lift Gate	$173.00/day	
Pole Dolly	$80.00/day	
Trencher	$450.00/day	
Man Lift	$432.00/day	
Trailer	$80.00/day	
Electric/Hydraulic Bender	$22.00/day	½" – 2"
Electric/Hydraulic Bender	$72.00/day	2½" – 4"
Conduit Threading Machine	$72.00/day	½" – 2"
Conduit Threading Machine	$106.00/day	2½" – 4"
Job Trailer with Bender & Threader	$198.00/day	½" – 4"
Cable Puller	$46.00/day	
Inverter (2000W or below)	Included	w/ Service Truck
Laptop Computer/Software	$192.00/day	Includes PLC & HMI software, RSLogix 5, 500, 5000, RSLinx, Panelbuilder32, RSView, Wonderware, Modicon, GE, Siemens)
RTD Calibrator	$27.00/day	
Pressure Calibrator	$27.00/day	
Dry-Well Calibrator/Hot Box	$27.00/day	
Hydraulic Pump & Gauges (to 6000psi)	$34.00/day	
Nitrogen Bottle and Regulator Set	$34.00/day	
Underground Cable Locator	$231.00/day	
Hot Work Safety Kit	$165.00/day	Includes ARC flash PPE
Rosemount Hart 275 Communicator	$80.00/day	
Temperature Bath 0-100oC	$80.00/day	
Laser/Virtual Scanner	$396.00/day	
Cable Test Set (Cat 5, 6)	$80.00/day	
DeviceNet Diagnostic Meter	$165.00/day	
Basic Fiber Test Set (Single/Multi-Mode)	$165.00/day	
Fiber/Cable Network Analyzer	$336.00/day	
Power Analyzer/Recorder	$336.00/day	

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 13

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Appointment of the Kern County Water Agency Representatives to the Delta Conveyance Design and Construction Authority Board of Directors

Issue:
Appointment of the Kern County Water Agency Representatives to the Delta Conveyance Design and Construction Authority Board of Directors.

Recommended Motion:
Appoint Director Milobar as director and Director Fast as alternate director for the Kern County Water Agency representatives to the Delta Conveyance Design and Construction Authority Board of Directors, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 13.

Discussion:
At its November 18, 2020 meeting, the Kern County Water Agency (Agency) Board of Directors authorized execution of an amendment to the Delta Conveyance Design and Construction Authority (DCA) Joint Powers Agreement. Execution of the amendment allows the Agency to appoint two representatives to the DCA Board of Directors, which includes a Director and an Alternate Director. The Agency must provide written notice of the names of its appointees as Director and Alternate Director on the DCA Board of Directors by July 1 of each year.

Directors and Alternate Directors must serve as the directors, officers, or employees of the member they represent. Agency staff has reviewed the DCA Board of Directors appointments with the Delta Conveyance Project ad hoc committee (Directors Averett, Fast and Milobar) and Agency staff recommend appointing Martin Milobar as the Director and Royce Fast as the Alternate Director, and that a letter be sent to the DCA notifying them of the Agency's appointments.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 14

FROM: Michelle Anderson / Lauren Bauer

DATE: June 26, 2025

SUBJECT: Appointment of Kern County Water Agency on behalf of Improvement District No. 4 Representatives to the Kern Non-Districted Lands Authority Board of Directors

Issue:
Consider appointment of Kern County Water Agency on behalf of Improvement District No. 4 representatives to the Kern Non-Districted Lands Authority Board of Directors.

Recommended Motion:
Appoint Wesley Shryock as director for Improvement District No. 4 and Donna Semar as alternate director, to the Kern Non-Districted Lands Authority Board of Directors, as outlined in the June 26. 2025, staff memorandum to the Board of Directors, Agenda Item No. 14.

Discussion:
The Kern County Water Agency (Agency) Board of Directors authorized the General Manager to execute the Kern Groundwater Authority for the Tulare Lake Basin Portions of Kern County Joint Powers Agreement (Agreement) on behalf of Improvement District No. 4 (ID4) and the Water Resources Manager on behalf of the Pioneer Project Groundwater Sustainability Agency (GSA). The Agreement provides for each general member to appoint one director and one alternate director to the Kern Non-Districted Lands Authority (Authority) Board of Directors (Board). Agency staff recommend appointing Wesley Shryock as director and Donna Semar as alternate director for ID4 to the Authority Board.

DRAFT

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 15

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Water Education Consultant Contract

Issue:
Consider authorizing the Improvement District No. 4 Manager to renew a water education consultant contract.

Recommended Motion:
Authorize the Improvement District No. 4 Manager to execute an agreement with Sarah E. Clayton for water education services during fiscal year 2025-26 for an amount not to exceed $97,500, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 15.

Discussion:
The Kern County Water Agency's (Agency) Improvement District No. 4 (ID4) requires the services of a water education consultant for such duties and responsibilities as: (1) presentations to schools and organizations; (2) participation in the development of water awareness campaigns; (3) dissemination of water conservation messages, materials and programs; and (4) other related activities.

Sarah E. Clayton has been providing these services for the Agency since October 2008. For fiscal year 2025-26, Agency staff recommends retaining Ms. Clayton to continue to implement the water education program within ID4. Money for these services will be expended from the ID4 Enterprise Fund and is included in the FY 2025-26 Budget. A copy of the proposed contract is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

DRAFT

Attachment 1

IMPROVEMENT DISTRICT NO. 4 of the KERN COUNTY WATER AGENCY
AGREEMENT
For
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 1st day of July 2025 by and between Improvement District No. 4 of the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "ID4", and Sarah E. Clayton, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, ID4 has operated a program of in-school education aimed at providing high quality information to grades 3-6 on general water supply and demand characteristics of Kern County and the state and water conservation; and

WHEREAS, ID4 has also operated a program of in-school education aimed at providing high quality information to grades K-2 on urban water use and efficiency, using the "Heroes of Water Conservation" materials developed by ID4; and

WHEREAS, ID4 has also operated a program of in-school education aimed at providing high quality information to grades 7-12 on general water supply and demand characteristics of Kern County and the state and water conservation; and

WHEREAS, there continues to be a high demand for ID4's in-school water education program among urban Bakersfield's educational systems, public and private; and

WHEREAS, ID4's Urban Water Management Plan (UWMP) includes a Water Education Demand Management Measure; and

WHEREAS, implementing ID4's UWMP is an eligibility requirement for various grant funding opportunities available from the State of California; and

WHEREAS, ID4 desires to continue to be eligible for various grant funding opportunities from the State of California but does not have appropriate staff resources to fully carry out the purposes of the in-school program; and

WHEREAS, Consultant is knowledgeable and experienced in educational methods and theory relevant to water education and maintains an independent consulting practice.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service

Consultant shall provide services, advice and assistance as described in the attached Scope of Work (Exhibit A).

II. Subcontract Services

It is agreed that subcontracting of services shall not ordinarily be required. It is further agreed that where detailed work is necessary in connection with services requested of Consultant, such work shall be performed by individuals and firms competent in the respective fields and experienced in the general area involved under subcontracts with Consultant. Subcontracts must be approved in writing by ID4 prior to commencement of work.

III. Responsibility of Consultant

Consultant is retained as an independent contractor to render a professional service only, and not as an employee of ID4. Consultant represents that Consultant is in the business of providing such services, and that all appropriate reporting to local, State and federal governmental and taxing authorities will be made. Consultant further represents that all appropriate taxes will be paid by Consultant to the taxing authorities, and specifically, and without limitation, agrees to hold ID4 harmless from all loss which may result from administrative or judicial findings that Consultant is not properly characterized as represented. Consultant acknowledges that no tax will be withheld from payments for services, and that no contributions will be made to retirement plans by ID4.

IV. Instructions to Consultant

In the performance of the services requested under this Agreement, Consultant shall report to and receive assignments from the ID4 Manager or such other person or officer whom ID4 or the ID4 Manager may designate. Consultant shall confer as necessary with the ID4l Manager or his designee.

V. Term of Agreement

A. This Agreement shall become effective on the date first written above and shall terminate June 30, 2026, unless previously terminated by either party as specified herein.

B. ID4 may terminate this Agreement, or may suspend Consultant's performance thereof, at any time or times, by ten (10) days prior written notice to Consultant.

C. Consultant may terminate this Agreement at any time by ten (10) days prior written notice to ID4.

D. In the event of termination, all finished or unfinished data, studies, drawings, maps, designs, reports and other documents and materials prepared by Consultant, shall become ID4's property, and Consultant shall deliver such items to ID4.

E. In the event of termination, ID4 shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement on a time-and-materials basis in accordance with Consultant's standard fee schedule set forth in Exhibit B attached hereto, subject to a pro rata limitation based on the percentage of completion as determined by ID4.

VI. Compensation

For the services to be performed hereunder in accordance with the Scope of Work, Exhibit A, Consultant shall be compensated for Consultant's services at the rates set forth in Exhibit B, attached hereto and by reference incorporated herein and made a part hereof. The maximum amount of compensation paid under this Agreement shall not exceed $97,500, plus reasonable costs as specified in Exhibit B and approved subcontracted services, unless additional compensation is authorized by the Board of Directors (Board) and approved in writing by the ID4 Manager.

VII. Payment of Compensation

Charges shall be billed monthly to ID4 prior to the 15th of each month following the billing period, and payment by ID4 shall be made within 60 days after receipt of each undisputed monthly invoice. Detailed invoices shall include billing for labor charges and direct costs incurred by Consultant during each month of services rendered to ID4 in conformance with the Agreement, plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, Attention ID4 Manager, 3200 Rio Mirada Drive, Bakersfield, CA 93308. Invoices should specify charges for grade level programs separately (K-2 "Heroes of Water Conservation" program, grades 3-4 "Water in California" program, grades 5-6 "Water Education" program and/or grades 7-12 "Kern County's Water Supply" program). Invoices shall reference Cost Center 44 for programs within ID4 boundaries. Consultant shall keep adequate records of all services and charges to ID4 and make them available for review and audit if requested by ID4.

VIII. Schedule

The execution of the Agreement by the parties hereto shall constitute an authorization to proceed whereupon Consultant will commence immediately upon receipt by Consultant of an order for the work requested. Consultant shall promptly notify ID4 of any anticipated delays or circumstances beyond Consultant's control which may affect the work schedule.

IX. Documents

All data, studies, drawings, designs and reports shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of ID4. At Consultant's option, Consultant may retain copies of data, studies, drawings, designs and reports and other documents for Consultant's files.

X. Insurance and Indemnification

Consultant agrees with ID4 that:

A. To the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless ID4, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work described herein or furnishing of materials; including but not limited to, claims by Consultant for damages to persons or property except for the sole negligence or willful misconduct or active negligence of ID4, its directors, officers, employees, or authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals, but agrees that no employees will be utilized by Consultant without specific prior written approval of ID4.

C. Consultant will file with ID4, if requested, before beginning professional services, a certificate of insurance satisfactory to ID4 evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit. The general liability coverage shall give ID4, its directors, officers, employees and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-VII, or equivalent, or as otherwise approved by ID4. In the event that Consultant

employs other consultants (subcontractors) as part of the work covered by the Agreement (subject to the prior written approval of ID4), it shall be Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to ID4 at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility of Consultant and not of ID4. ID4 shall be named as an additional insured.

F. Any permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

G. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services, in the opinion of ID4, will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by ID4. Consultant's authorized representative(s) has (have) the authority to execute such written change for Consultant.

H. Consultant shall indemnify ID4 for any tax liability or retirement contribution liability resulting from a final finding by any governmental entity that Consultant is not entitled to independent contractor status.

XI. Attorneys' Fees

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorney's fees. Neither party is responsible or indemnifies the other as to punitive, consequential, special, or like damages.

XII. Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and assigns, provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement. It is acknowledged by Consultant that the primary interest of ID4 in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of ID4.

XIII. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

ID4: Kern County Water Agency
Attn: ID4 Manager
3200 Rio Mirada Drive
Bakersfield, CA 93308

Consultant: Sarah E. Clayton
15550 Sequoia Grove Avenue
Bakersfield, CA 93314

and shall be effective upon receipt thereof.

XIV. Project Organization

Consultant will be in charge of each project assigned by ID4 and will perform the services requested unless subcontracting is specifically approved in writing by ID4. In that case, Consultant will direct and coordinate the work of subcontractors. Consultant shall be responsible for the competent performance of requested services.

XV. Integration

This Agreement represents the entire understanding of ID4 and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to the Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, ID4 and Consultant have executed this Agreement on the day and year first herein above set forth.

APPROVED AS TO FORM:

_____
James D. Ciampa
General Counsel

IMPROVEMENT DISTRICT NO. 4:

_____
Wesley A. Shryock
ID4 Manager

CONSULTANT:

_____
Sarah E. Clayton

EXHIBIT A

Water Education Consultant Scope of Work

1) General

Consultant will assist ID4 in implementing the Kern County Water Agency's Water Education Program and perform related work. Additionally, Consultant will assist ID4 in the development paper-based and internet-based water education materials, implementation of water education programs including, but not limited to, activities in concert with water conservation campaigns and teacher education programs (such as "Project WET"). All tasks to be performed under the Scope of Work must be authorized by the General Manager or his designee.

2) Tasks

a) Schedule in-school or internet-based water education presentations within ID4 boundaries.

b) Provide educational materials to educational systems, as requested.

c) Track ID4's inventory of water education materials.

d) Develop or improve water education materials (paper-based, internet-based, etc.).

e) Assist with ID4 materials to disseminate to educational systems.

f) Provide support to ID4 for water conservation campaigns and other efforts and activities.

g) Implement teacher education programs.

h) Report on such activities to ID4 management when appropriate, but at least monthly. Such reports shall include which schools and how many students were visited or provided materials, along with a report of other activities.

i) Perform other related duties as directed by the ID4 Manager or his designee.

EXHIBIT B

Compensation Rates, Reimbursements and In-Kind Compensation

1) Compensation for Services

   a) Compensation for services shall be at an hourly rate of $75 per hour.

2) ID4 shall provide ID4-owned suitable laptop computer and associated equipment for Consultant's use to assure compatibility of computer systems due to the necessity for assured interchangeability of data. Upon conclusion of the contract, Consultant shall return such equipment to ID4 in good order, but shall not be prohibited from bidding for purchase of such equipment if desired.

3) Reimbursement for Expenses

   a) Mileage for travel needed for performance of services shall be reimbursed at the mileage rate approved by the U.S. Internal Revenue Service.

   b) Other actual and necessary travel expenses shall be reimbursed to Consultant provided that prior approval of out-of-county travel shall be required. Travel expenses within a 25-mile radius of downtown Bakersfield shall be limited to mileage costs incurred, except for attendance at job-related functions as required and approved by the General Manager or his designee. Receipts for all non-mileage travel expenses may be required and should be submitted by Consultant for reimbursement. No more than eight (8) hours of travel time may be billed per day.

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MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 16

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Authorization to Renew a Treated Water Production and Water Quality Consultant Contract

Issue:
Consider authorizing the Improvement District No. 4 Manager to renew a Treated Water Production and Water Quality consultant contract.

Recommended Motion:
Authorize the Improvement District No. 4 Manager to renew Seaco Technologies, Inc., to provide treated water production and water quality consultant services for Improvement District No. 4, for an amount not to exceed $60,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 16.

Discussion:
Seaco Technologies, Inc. (Seaco) has acted as the Chief Operator for the Kern County Water Agency's (Agency) Henry C. Garnett Water Purification Plant since April 2019. Improvement District No. 4 (ID4) Kern County Water Agency (Agency) operates the Henry C. Garnett Water Purification Plant and treated water distribution system. A Chief Operator is required to provide operational oversight of these ID4 facilities. The Chief Operator's duties also include reviewing and approving treated water production and water quality reports, providing oversight on water treatment strategies and guidance to Water Purification Plant Operators in coordination with ID4 Management.

Agency staff recommends authorizing the Improvement District No. 4 Manager to execute an agreement with Seaco for operational and technical support for an amount not to exceed $60,000. The proposed agreement with Seaco is provided as Attachment 1. Money for these services will be expended from the ID4 Enterprise Fund.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

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KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Seaco Technologies, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires a Chief Operator to oversee the Henry C. Garnett Water Purification Plant and treated water distribution system; and

WHEREAS, said services include acting as Chief Operator, reviewing and approving treated water production and water quality reports, providing oversight on water treatment strategies and guidance to Water Purification Plant Operators in coordination with Improvement District No. 4 (ID4) Management, and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below..

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Improvement District No. 4 Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant will be in charge of each project assigned by the Agency to Consultant pursuant to the terms of this Agreement, and will perform the services requested unless subcontracting is specifically approved in writing by the Agency. In that case, Consultant will direct and coordinate the work of subcontractors. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on July 1, 2025 and shall terminate June 30, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

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C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall be at the rates shown on Exhibit B, which is attached hereto and incorporated herein by reference, and shall not exceed $60,000 in total without express written approval of the General Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto

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liability of at least $1,000,000 for bodily injury and property damage each accident limit. The general liability coverage shall give the Agency, its directors, officers, employees and authorized volunteers additional insured status. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A-: VII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

VIII. Compliance with Laws:

Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

IX. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

X. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

XI. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Improvement District No. 4 Manager

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CONSULTANT: Seaco Technologies, Inc.
P.O. Box 80205
Bakersfield, CA 93380-0205
ATTN: Phillip Holderness

and shall be effective upon receipt thereof.

XII. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XIII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY

By:_____
Improvement District No. 4 Manager

CONSULTANT

By:_____
Seaco Technologies, Inc.

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EXHIBIT A
(Scope of Work)

The Consultant will provide the following technical support services for operations of the Henry C. Garnett Water Purification Plant and treated water distribution system as requested by the Agency on behalf of Improvement District No. 4 (ID4):

1. Acting as Chief Operator for the Henry C. Garnett Water Purification Plant and treated water distribution system.
2. Reviewing and approving ID4 treated water production and water quality reports.
3. Provide recommendations on water treatment strategies to Agency staff.
4. Meet with Agency staff as needed.

The above scope of work can be adjusted, as circumstances warrant, upon mutual agreement.

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EXHIBIT B
(Rates)

Rates not to Exceed ($/hour)	
Remote technical support services	$125/hour
Onsite technical support services	$200/hour

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MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 17

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Authorization to Execute Annual Purchase Agreements for Water Treatment Process Chemical Supplies

Issue:
Consider authorizing the Interim General Manager to execute annual purchase agreements for water treatment process chemical supplies for the Henry C. Garnett Water Purification Plant.

Recommended Motion:
Authorize the Interim General Manager to execute annual purchase agreements for water treatment process chemical supplies, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 17.

Discussion:
The sealed bid opening for Fiscal Year 2025-26 regarding five of the necessary water treatment process chemicals for the Henry C. Garnett Water Purification Plant was conducted on June 5, 2025. Table 1 compares the pricing for the low bids received with the current pricing for each chemical.

Table 1. June 2025 Chemical Bid Results

Chemical	Vendor	Units	FY 2024-25 Price	FY 2025-26 Price	Percent Change
Aluminum Sulfate	Eco Services	$/lb	0.2805	0.2945	+4.99%
Sulfuric Acid	Univar Solutions USA LLC	$/lb	0.11225	0.142	+26%
Sodium Hydroxide	Brenntag Pacific	$/lb	0.3498	0.4324	+24%
Sodium Hypochlorite	JCI Jones, Inc.	$/gal	1.8400	1.7664	-4%
Zinc Orthophosphate	Brenntag Pacific	$/lb	0.6488	0.5990	-8.0%

The Kern County Water Agency (Agency) staff projects approximately $2,800,000 will be expended on the chemicals listed in Table 1. The total budget amount for water treatment process chemicals included in the Fiscal Year 2025-26 Budget is $2,800,000, which also includes polymer and powdered activated carbon. Polymer and powdered activated carbon are not bid annually as their properties are specific to the vendor.

Agency staff recommends authorizing the Interim General Manager to execute annual purchase agreements for water treatment process chemical supplies for the Henry C. Garnett Water Purification Plant.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

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MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 18

FROM: David Pieper

DATE: June 26, 2025

SUBJECT: Authorization to Renew the Contract for Heating, Ventilating and Air Conditioning Services and Repairs for Improvement District No. 4 Facilities

Issue:
Consider authorizing execution of the contract for heating, ventilating and air conditioning services and repairs for Improvement District No. 4 facilities.

Recommended Motion:
Authorize the Improvement District No. 4 Manager to renew the contract with Mesa Energy Services, Inc. for heating, ventilating and air conditioning services and repairs for Improvement District No. 4 facilities for an amount not to exceed $60,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 18.

Discussion:
The Kern County Water Agency (Agency) has previously utilized Mesa Energy Services, Inc. (Mesa) for heating, ventilating and air conditioning (HVAC) services and repairs for Improvement District No. 4 (ID4) facilities. Agency staff will continue to need HVAC services and repairs; therefore, Agency staff proposes to enter into a contract with Mesa. Under the contract, the General Manager, or his designee, will provide Mesa with written assignments and/or task orders. It is anticipated that the cost for each task order will vary. Money for these services will be expended from the ID4 Enterprise Fund. The draft contract with Mesa is provided as Attachment 1. Agency staff has reviewed the contract and recommends its approval.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

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KERN COUNTY WATER AGENCY
CONTRACT
FOR
HEATING, VENILATING AND AIR CONDITIONING MAINTENANCE SERVICES FOR IMPROVEMENT DISTRICT NO. 4 FACILITIES
SC2025-09

This Contract is made and entered into by and between the Kern County Water Agency, hereinafter referred to as "Agency", and Mesa Energy Services, Inc., hereinafter referred to as "Contractor."

Agency and Contractor agree as follows:

1) SCOPE OF WORK: Contractor will perform all of the work and furnish all of the materials described in Agency's Scope of Work (Scope of Work) as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

2) TERM: This Contract shall become effective upon execution by the Agency and shall terminate June 30, 2026. The Agency and/or Contractor may terminate this Contract for any reason with thirty (30) days written notice. In the event of termination, the Agency shall pay Contractor for all authorized services performed and all authorized expenses incurred to date of termination of the Contract.

3) COMPENSATION: Compensation under this Contract shall be at the rates shown in Exhibit B, which is attached hereto and incorporate herein by reference, and shall not exceed $60,000 in total without the express written approval of the Improvement District No. 4 Manager as authorized by the Agency Board of Directors.

4) PAYMENTS: Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Contractor shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

5) PREVAILING WAGE: Pursuant to Labor Code sections 1720 *et seq.* and 1770 *et seq.*, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Prevailing wage schedules for Kern County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov. Should Contractor intend to use a craft or classification not shown on the prevailing rate determinations, Contractor may be required to pay the rate of the craft or classification most closely related to it.

6) DIR REGISTRATION: Contractor shall be registered pursuant to Labor Code section 1725.5.

7) INDEMNITY: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Agency, its directors, officers, employees, and authorized volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or

employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Agency's sole negligence or willful acts.

8) INSURANCE REQUIREMENTS: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractors, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as the following:

a. Commercial General Liability – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of policies available, whichever is greater. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 10 11 85 or both CG 20 10 04 13 AND CG 20 37 04 13) with respect to liability arising out of work or operations performed by or on behalf of the Contractors including materials, parts, or equipment furnished in connection with such work or operations. Contractor's insurance shall be primary and not contribute with any insurance maintained by Agency.

b. Auto Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) covering all owned, non-owned and hired automobiles in the amount of one million dollars ($1,000,000) per each accident. Agency, its directors, officers, employees, and authorized volunteers shall be named as Additional Insured (via ISO endorsement at least as broad as CG 20 48 10 13).

c. Workers' Compensation – as required by the State of California with Statutory Limits, and Employer's Liability insurance with a limit no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency. Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) day notice to Agency. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kern County Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on insurance required from subcontractors, with endorsement as broad as CG 20 38 04 13.

9) COMPLIANCE WITH LAW; PERMITTING: Contractor will comply with all local, state and federal regulations and statutes including Cal/OSHA requirements that are applicable to the work and services provided under this Contract. Any permits required by governmental authorities will be obtained at Contractor's expense.

10) NOTICE: Any notice or instrument required to be given or delivered by this Contract may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

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AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Improvement District No. 4 Manager

CONTRACTOR: Mesa Energy Systems, Inc.
2 Cromwell
Irvine, CA 92618

This Contract is executed by the Agency pursuant to an action of its Governing Body authorizing the same, and Contractor has caused this Contract to be duly executed.

AGENCY	CONTRACTOR
_____	_____
By: Wesley A. Shryock	By: _____
Title: Improvement District No. 4 Manager	Title: _____
Dated: _____, 2025	Dated: _____, 2025

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Exhibit A
(Scope of Services)

1. Purchase, installation and/or provisioning of replacement Heating, Ventilating and Air Conditioning (HVAC) equipment for Improvement District No. 4 (ID4) facilities; and

2. General service and repairs to existing HVAC equipment for ID4 facilities including the following:

KERN COUNTY WATER AGENCY

IMPROVEMENT DISTRICT NO. 4 - HVAC EQUIPMENT

Unit #	Make	Model	Serial	Type	Tons	Comp	Install	Filter	Qty	Frq	Belts	Qty
Train A Control Rm												
Zone 1	York	ZJ060N08N4AAAA1C	NOK9206182	Pkg. Unit	5	1	9/1/09	15x20x2 14x30x2	2 1	4		
Zone 2	York	D1HG060N07946EBB	NBHM014747	Pkg. Unit	5	1	2/1/99	15x20x2 14x30x2	2 1	4		
Zone 3	York	D1HG060N07946EBB	NEHM068951	Pkg. Unit	5	1	5/4/11	15x20x2 14x30x2	2 1	4		
Zone 4	York	D1HG060N07946EBB	NKGM125480	Pkg. Unit	5	1	5/4/11	15x20x2 14x30x2	2 1	4		
Zone 5	York	D1HG060N07946EBB	NFHM075998	Pkg. Unit	5	1	5/4/11	15x20x2 14x30x2	2 1	4		
Zone 6	York	ZJ060N08N4AAAA1C	NOL9241154	Pkg. Unit	5	1	10/1/09	15x20x2 14x30x2	2 1	4		
Mini Split	Samsung	AR18KSFPDWQX	New	Mini Split	1.5	1	11/1/17	Washable	1	4		
Ice Machine	Hoshizaki	KM501MAH	R10814E	Ice Machine			8/14/06	GX1S01C	2	4		
Lab Refrigerators		TBD		(2) Fridges						4		
Maint. Office Trailer												
	Bard	36WA1	71696 JR	Wall Unit	3	1	1/1/86	15x30x1	1	4		
Hypo Building												
East Unit	Carrier	50HJQ008621NB	3705G40914	Package HP	7.5	2	9/1/05	16x20x2	4	4		
West Unit	Carrier	50HJQ008621NB	3705G40915	Package HP	7.5	2	9/1/05	16x20x2	4	4		
Train A Pipe Gallery												
UPS room	York	H1RD060S46B	WOH8209332	Condenser	5	1	8/1/06	20x20x2	1	4		
	Carrier	F4CDNF06000AHAAA	3406A83381	Air Handler			8/1/06	20x20x1	1	4		

3.

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Unit #	Make	Model	Serial	Type	Tons	Comp	Install	Filter	Qty	Frq	Belts	Qty
WPP A												
MCC-01	Carrier	38AUZA07A0G6A0A0A0	5009G10057	Condenser	6	1	7/1/11			4		
	Carrier	40RUAA072A2A6A0A0A	311OU20527	Air Handler			7/1/11	16x24x2	4	4		
MCC-02	Carrier	38AUZA07A0G6A0A0A0	5009G10056	Condenser	6	1	7/1/11			4		
	Carrier	40RUAA072A2A6A0A0A	N/A	Air Handler				16x24x2	4	4		
Server Room	Carrier	24ABB342A600	4409E01315	Condenser	3.5	1	7/1/11			4		
	Carrier	TBD	N/A	Air Handler				N/A	N/A	4		
Train B Electrical Room												
	York	DH078N10P4AZZ40003B	NOK9205807	Pkg. Unit	7.5	2	4/1/10	16x25x2	4	4		
Carbon Control Building												
	Bard	WA302-C09	204D041901424-02	Wall Unit	2.5	1	4/1/04	15x30x1	1	4		
East Pump Station												
	Carrier	48HJD006521	3194G20520	Pkg. Unit	5	1	8/1/94	16x25x2	2	4		
North Pump Sta.												
	Carrier	50XCA06AAJB6AADOAA	3210U21610	Pkg. Unit	5	1	8/1/10	25x25x1	2	4		
Service Entrance Building												
Battery Rm	York	B1HX024A06A	NOD9718079	Package HP	2	1	10/1/09	TBD		4		
Control Rm	York	HB180C00A4AAA1C	NOG8055341	Condenser	15	2	10/1/09	20x25x2	4	4		
	York	LB180C00A6AA1A	NOF8009341	Air Handler			10/1/09	20x20x2	4	4		
Northwest Feeder Pump Sta.												
North Unit	York	E1FB180A46B	NOG6706345	Condenser	15	2	7/1/07			4		
	York	F1EH180A33A	N/A	Air Handler			7/1/07	20x20x1	6	4		
South Unit	York	E1FB180A46B	NOG6731899	Condenser	15	2	7/1/07			4		
	York	F1EH180A33A	N/A	Air Handler			7/1/07	20x20x1	6	4		

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Unit #	Make	Model	Serial	Type	Tons	Comp	Install	Filter	Qty	Frq	Belts	Qty
Raw Water Pump Sta.												
East Cooler	Alliance	4NS-DE-DW	1354EOU-21.0332	Evap Cooler	-	-	4/1/10	-	-	4		
West Cooler	Alliance	4NS-DE-DW	1354EOU-21.0331	Evap Cooler	-	-	4/1/10	-	-	4		
AC-1	York	DH150N15S4AZZ30001D	NOH9108395	Pkg. Unit	12	2	4/1/10	20x25x2	4	4		
AC-2	York	DH150N15S4AZZ30001D	NOH9108394	Pkg. Unit	12	2	4/1/10	20x25x2	4	4		
AC-3	Amana	N/A	N/A	Window Unit	0.67	1	4/1/10	Washable	1	2		
Solar PV MCC												
MCC-01	Bard	WA372B06BP1XXJ	214M062566362-02	Wall Unit	3	1	12/1/07	14x30x2	1	2		
Maint. Building Office												
Jason's Office	Frigidaire	FRA08EHT1	KK21996827	Window Unit	0.67	1	1/1/11	Washable	1	1		
Mntnce Office	GE	N/A	N/A	Window Unit	0.67	1	1/1/86	Washable	1	1		
WPP B												
Control	Amana	N/A	N/A	Window Unit	0.67	1	4/1/10	Washable	1	2		
Chem Feed Facility												
Control	Amana	N/A	N/A	Window Unit	0.67	1	4/1/10	Washable	1	2		
NWF Terminus												
Panel	Ice Qube	IQ2200VS	1A510709-4	Panel Unit	1.83	1	7/1/07	Washable	1	2		
Oswell Site												
Shop	Trane	SAHB-B202-A	C84K-05005	Pkg. Unit	2	1	10/1/84	20x20x1	1	4		
	Pieces		Totals		171.18	40			85			

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Exhibit B
(Rates)

Rates not to Exceed ($/hour):

Regular Time	$158.00/hour
Overtime	$237.00/hour
Double Time	$316.00/hour

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MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 19

FROM: David Pieper

DATE: June 26, 2025

SUBJECT: Authorization to Renew an Electrical Engineering Consultant Contract

Issue:
Consider authorizing the Engineering and Groundwater Services Manager to renew an electrical engineering consultant contract.

Recommended Motion:
Authorize the Engineering and Groundwater Services Manager to execute a three-year agreement with Electrical Power Systems, Inc. for electrical engineering services for the Kern County Water Agency's electrical and control systems and equipment for an amount not to exceed $112,500, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Board of Directors, Agenda Item No. 19.

Discussion:
Kern County Water Agency (Agency) staff recommends entering into a three-year agreement with Electrical Power Systems, Inc. (Consultant), to perform electrical engineering consulting services related to the Agency's electrical and control systems and equipment. Under the agreement, the Consultant will provide consulting services, advice and assistance as requested by the Engineering and Groundwater Services Manager for various projects. The consultant's compensation is a not to exceed amount of $112,500, divided up by the Agency's cost centers as follows:

	Annual	Total
Cost Center 47	$12,500	$ 37,500
Cost Center 48	$12,500	$ 37,500
Cost Center 55	$ 6,250	$ 18,750
Cost Center 71	$ 2,500	$ 7,500
Cost Center 77	$ 3,750	$ 11,250
Total	$37,500	$112,500

Agency staff recommends renewing Electrical Power Systems, Inc. contract to provide electrical engineering consulting services for an amount not to exceed $112,500. A copy of the proposed agreement along with the detailed scope of work is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Electrical Power Systems, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires engineering services for the Agency's electrical and control systems and/or equipment; and

WHEREAS, said services require familiarity with planning, design, inspection, troubleshooting and cost estimating of electrical and control systems and/or equipment; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Engineering and Groundwater Services Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A. Should any terms and conditions contained in Exhibit A conflict with, or provide less stringent requirements than those contained in this Agreement, the terms of this Agreement shall apply.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on July 1, 2025 and shall terminate June 30, 2028.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall not exceed $112,500 in total without express written approval of the Engineering and Groundwater Services Manager, or General Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000; general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; and workers compensation coverage at statutory limits and employers' liability coverage of $1,000,000 each accident for each employee. The general liability and auto liability coverage shall name the Agency, its directors, officers, employees and authorized volunteers as additional insureds. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized

volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A-: VIII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility of Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

VIII. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

IX. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

X. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Engineering and Groundwater Services Manager

CONSULTANT: Electrical Power Systems, Inc.
2187 Herndon Avenue #102
Clovis, CA 93611
ATTN: Abdur Rehman, P.E.

and shall be effective upon receipt thereof.

XII. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XIII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By:_____	By:_____
Engineering and Groundwater Services Manager	Electrical Power Systems, Inc.

EXHIBIT A

(Scope of Work)

The Consultant will perform the following engineering services for the Agency electrical equipment and/or systems:

1. Perform plan checking and technical reviews of electrical engineering projects prepared by consulting firms outside of the Agency.

2. Provide electrical engineering services on the Agency's electrical and control systems and/or equipment, including:
    a. Planning;
    b. Design;
    c. Inspection;
    d. Troubleshooting; and
    e. Cost estimating.

3. Provide recommendations for facility electrical and control equipment repair or replacement.

4. Prepare designs and recommendations of projects in accordance with federal, state, local government, local agencies and utility requirements.

5. Provide recommendations, cost estimating and feasibility level work for various Agency proposed projects to support Agency staff budget development and administration.

6. Perform computer modeling of electrical systems including OSHA required Arc Flash Safety Analysis and labeling.

Administrative Committee

MINUTE ORDER
APPROVAL PAGE

June 26, 2025

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Total Amounts Approved for Payment:

Exhibit	"A"	$10,919,580.06
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

June 26, 2025
EXHIBIT "A"
Page One

It was moved by Director and seconded by Director .
Motion to approve the claims for the claimants set forth on Exhibit A attached hereto and to approve payment of the bills therefore in the amount of: $10,919,580.06

VENDOR NAME	COMMENTS	TOTAL		GENERAL FUND	STATE CONTRACT PAYMENT FUND	CROSS VALLEY CANAL FUND	PIONEER PROJECT FUND	OTHER FUNDS	NAME OF OTHER FUNDS
Department of Water Resources	State Water Project Costs	8,537,841.00			8,537,841.00				
Payroll Costs	Pay Periods 25-10, 25-11, 25-12	1,366,904.00	[1]					1,366,904.00	Multiple Funds
Pacific Gas & Electric	April-May Charges	126,121.02		7,555.48		113,537.33	4,575.95	452.26	KCWA/BM
Arvin-Edison Water Storage District	Reimbursement of CPOU Petition Fees	85,051.75			85,051.75				
Carney's	Server	35,224.55		35,224.55					
Buena Vista Groundwater Sustainability Agency	Pioneer GSA - SGMA	17,234.29					17,234.29		
City of Bakersfield	Water Deliveries	17,050.53					16,873.00	177.53	KCWA/BM
Nossaman LLP	Legal Services	15,548.75			15,548.75				
Bakersfield Machine Company	Pump Repairs	12,950.00				12,950.00			
The Gualco Group Inc.	State Legislative Analyst	12,640.00		505.60	12,134.40				
US Bank	See Exhibit "C"	9,052.99						9,052.99	Multiple Funds
Northern Digital Inc.	Engineering Consulting	6,462.50				6,462.50			
Securitas Security Services USA, Inc.	May Patrol Service	4,730.00		4,730.00					
Dee Jaspar & Associates Inc.	Engineering Consulting	2,189.20					2,189.20		
Best Best & Krieger LLP	Legal Services	1,327.40						1,327.40	Lower River
Employee Expense Claims	See Exhibit "C"	819.26						819.26	Multiple Funds
GEI Consultants	Engineering Consulting	662.00				662.00			
Cawelo Water District	2020 Yuba Water Deposit Reconciliation	15,386.68			15,386.68				
Rosedale-Rio Bravo Water Storage District	2020 Yuba Water Deposit Reconciliation	12,043.33			12,043.33				
Semitropic Water Storage District	2020 Yuba Water Deposit Reconciliation	62,432.65			62,432.65				
Buena Vista Water Storage District	2020 Yuba Water Deposit Reconciliation	8,579.57			8,579.57				
Kern Delta Water District	2020 Yuba Water Deposit Reconciliation	10,270.86			10,270.86				
Henry Miller Water District	2020 Yuba Water Deposit Reconciliation	14,299.57			14,299.57				
Tejon-Castac Water District	2020 Yuba Water Deposit Reconciliation	2,126.20			2,126.20				
West Kern Water District	2020 Yuba Water Deposit Reconciliation	12,687.89			12,687.89				
Wheeler Ridge-Maricopa Water Storage District	2020 Yuba Water Deposit Reconciliation	529,944.07			529,944.07				
PAGE TOTALS		$10,919,580.06		$48,015.63	$9,318,346.72	$133,611.83	$40,872.44	$1,378,733.44	

[1] Invoice Previously Paid
[*] Invoice added after Board mailout
Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available.

MINUTE ORDER SUPPLEMENT
EMPLOYEES AND DIRECTORS CLAIMS

June 26, 2025
EXHIBIT "C"

	EMPLOYEE PAID AGENCY EXPENDITURES	AGENCY PAID CREDIT CARD PURCHASES	TOTAL EXPENDITURES
Bauer, Lauren		38.85	38.85
Clark, Micah		245.17	245.17
Maytubby, Morris	80.00		80.00
McCarthy, Thomas		3,074.71	3,074.71
Null, Brian		179.00	179.00
Palmer, Chelsea		202.83	202.83
Pavletich, Nick		4,598.29	4,598.29
Shryock, Wes		565.78	565.78
Van Meter, Christina		89.26	89.26
Wallace, Craig	559.26	59.10	618.36
Zavala, Omar	180.00		180.00
TOTAL EMPLOYEE REIMBURSEMENTS	819.26		
TOTAL CREDIT CARD PURCHASES		9,052.99	
TOTAL EMPLOYEE & CREDIT CARD PURCHASES			9,872.25

MINUTE ORDER
APPROVAL PAGE

June 26, 2025

DRAFT

Total Amounts Approved for Payment:

Exhibit	"A"	$412,988.72

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

June 26, 2025
EXHIBIT "A"
Page One

It was moved by Director and seconded
by Director that the following claims
for the claimants hereinafter set forth be approved; $412,988.72

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4
Buena Vista Water Storage District	Water Delivery Fees	144,830.00
Bank of New York Mellon	Semi-Annual Loan Payment	89,198.46
Kern Delta Water District	CVC O&M Costs	55,206.75
Enviroclear Technologies	Chemicals	34,027.60
Sterling Water Technologies LLC	Chemicals	29,196.00
Securitas Security Services USA, Inc.	May Patrol Service	16,290.46
Lower Tule River Irrigation District	CVC O&M Costs	14,812.51
Northern Digital Inc.	Engineering Consulting	12,708.12
Black & Veatch	Engineering Consulting	12,315.00
Sarah Clayton	Water Education Consultant	4,393.98
Pacific Gas & Electric	April-May Charges	9.84
PAGE TOTALS		412,988.72

[1] Invoice Previously Paid
[*] Invoice added after Board mailout
Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available

DRAFT

Financial Report

Presented to:

KCWA
Board of Directors

May 2025

Prepared by:

Administrative Operations Department

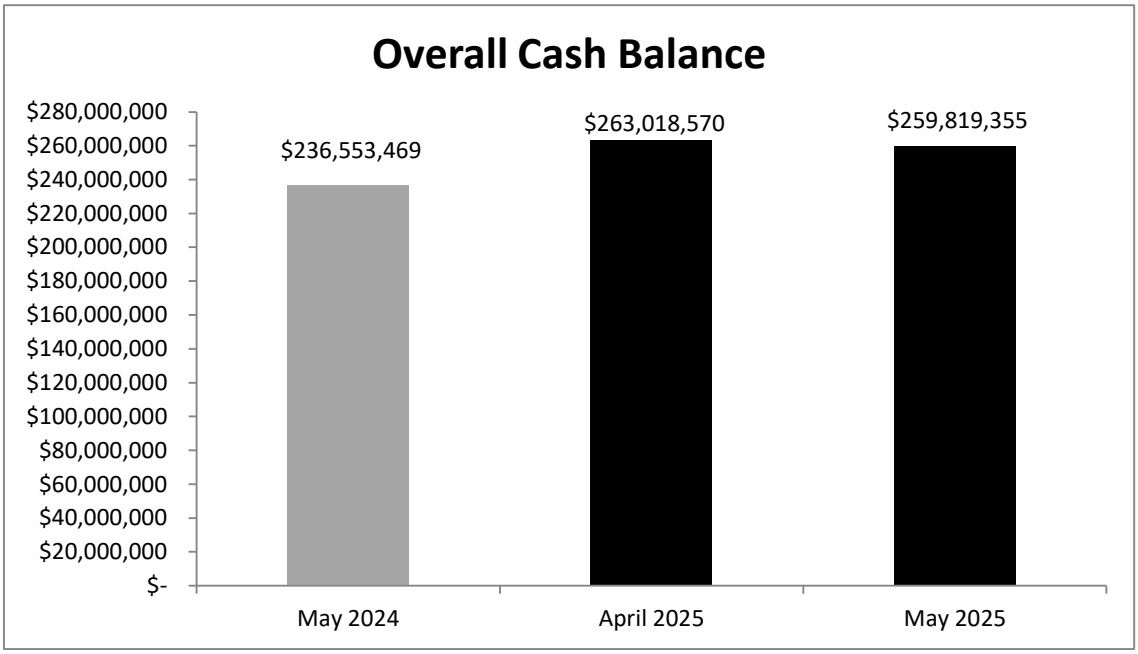
June 26, 2025

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May 31, 2025
Cash Report
(All funds combined)

	May 2024	April 2025	May 2025
Beginning Cash Balance:	$ 248,006,989	$ 234,352,163	$ 263,018,570
Total Cash Receipts:	$ 6,097,784	$ 47,160,135	$ 8,043,278
Total Cash Disbursements:	$ (17,551,304)	$ (18,493,728)	$ (11,242,493)
Ending Cash Balance:	$ 236,553,469	$ 263,018,570	$ 259,819,355



KERN COUNTY WATER AGENCY
CASH BALANCES - ALL FUNDS [1]
May 31, 2025

FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS:LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	$49,345,672	$312,281	[B]	$0	$415,123	$0	$49,242,829
State Contract Payment	39,657,350	349,479	[A]	134,920	40,141,749	0	0
Kern Fan Monitoring Comm	(72,837)	0		11,297	0	(61,540)	0
Kern Water Bank	36,735	0		0	5,809	30,926	0
Zone of Benefit #7	41,481,348	5,936,161	[C]	0	0	47,417,509	0
Zone of Benefit #17	33,356,995	0		0	0	33,356,995	0
Zone of Benefit #18	4,026,081	0		0	0	4,026,081	0
Zone of Benefit #19	29,771,182	0		0	0	29,771,182	0
Western Hills	10,243	0		9,698,419	1,840	9,706,822	0
Lower Kern River	584,358	0		0	1,760	582,598	0
Entitlement Retention	(854,584)	0		0	0	0	(854,584)
Water Management	26,272,813	1,000,000	[D]	0	0	1,000,000	26,272,813
Improvement District No. 1	672,702	0		0	0	672,702	0
Improvement District No. 3	(61,695)	0	[E]	0	50	(50)	(61,695)
Improvement District No.4	2,188,802	0		302,453	236,281	2,254,973	0
Imp. District No.4 Bonds	751,665	0		0	89,185	662,480	0
CVC Operations	6,354,177	0		(5,471)	0	6,348,706	0
CVC Power	(797,987)	0		78,152	378,184	(1,098,019)	0
CVC Replacement	175,122	0		5,471	0	180,593	0
CVC Third Party	540,021	0		0	0	540,021	0
KCWA/BMWD Jt. Banking	1,495,386	0		0	4,670	1,490,716	0
Pioneer Project	11,250,454	0		56,671	89,887	11,217,238	0
Westlands Payback	1,572,613	0		0	0	1,572,613	0
MU Participation in CVC	(768,537)	0		0	0	(768,537)	0
Section 125 Plan	15,843	0		0	1,080	14,763	0
Unallocated Interest	5,217,510	0		0	0	0	5,217,510
TOTAL KCWA CASH	$252,221,434	$7,597,921		$10,281,911	$41,365,618	$148,918,772	$79,816,874

Total	$ 259,819,355

[1] This schedule is intended only to provide the cash balances for each fund administered by KCWA, increased by accounts receivable and reduced by liabilities and encumbrances. Since reserves are not considered, it does not reflect cash available for appropriations.

[A] ZOB 14, 15 & 16 restricted cash
[B] Remainder of the 1996 KCWA Pool Program $3 million transfer from Allocation Settlement Fund.
[C] Per Resolution 6-96 : Water Replacement Account for the acquisition of additional water supplies for ID4.
[D] Chevron Pipeline Settlement
[E] To be used for capital improvements for flood control in the Kelso Creek area.

Kern County Water Agency
Accounts Receivable Aging
May 31, 2025

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
State Contract Payment Fund						
State Water Contractors	$31,482.00	$31,482.00	$0.00	$0.00	$0.00	$0.00
Belridge WSD	$51,894.00	$51,894.00	$0.00	$0.00	$0.00	$0.00
Berrenda Mesa WD	$43,146.00	$43,146.00	$0.00	$0.00	$0.00	$0.00
Cawelo WD	$3,198.00	$0.00	$0.00	$0.00	$0.00	$3,198.00
Semitropic WSD	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
Tejon-Castac WD	$2,200.00	$2,200.00	$0.00	$0.00	$0.00	$0.00
State Contract Payment Fund Total:	**$134,920.00**	**$131,722.00**	**$0.00**	**$0.00**	**$0.00**	**$3,198.00**
Kern Fan Monitoring Committee						
Kern Fan Monitoring Committee	$11,296.78	$11,296.78	$0.00	$0.00	$0.00	$0.00
Kern Fan Monitoring Committee Tota	**$11,296.78**	**$11,296.78**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Western Hills Fund						
Western Hills WD	$9,698,419.00	$0.00	$0.00	$0.00	$0.00	$9,698,419.00
Western Hills Fund Total:	**$9,698,419.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,698,419.00**
Impr. Dist. No. 4 Operations						
City of Bakersfield DWR	$25,180.58	$25,180.58	$0.00	$0.00	$0.00	$0.00
California Water Service	$174,039.88	$174,039.88	$0.00	$0.00	$0.00	$0.00
East Niles CSD	$70,402.47	$70,402.47	$0.00	$0.00	$0.00	$0.00
North of the River MWD	$32,829.89	$32,829.89	$0.00	$0.00	$0.00	$0.00
Impr. Dist. No. 4 Operations Total:	**$302,452.82**	**$302,452.82**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Cross Valley Canal Operations						
Kern-Tulare WD	$55,200.00	$55,200.00	$0.00	$0.00	$0.00	$0.00
Rosedale-Rio Bravo WSD	$22,952.00	$22,952.00	$0.00	$0.00	$0.00	$0.00
Cross Valley Canal Operations Total:	**$78,152.00**	**$78,152.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Pioneer Project						
Buena Vista WSD	$56,670.79	$56,670.79	$0.00	$0.00	$0.00	$0.00
Pioneer Project Total:	**$56,670.79**	**$56,670.79**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Report Total:	**$10,281,911.39**	**$580,294.39**	**$0.00**	**$0.00**	**$0.00**	**$9,701,617.00**

Kern County Water Agency
Summary of Consultant Fees
(Cash Basis)

CONSULTANT	ELEVEN MONTHS ENDED MAY 31, 2025												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Meyer Civil Engineering Inc.	5,777	26,804	-	2,708	5,061	43,271	52,745	6,929	2,480	2,507	5,171		153,452
Black & Veatch Corporation	-	4,470	-	8,163	-	-	-	-	-	39,269	28,891		80,793
Dee Jaspar & Associates, Inc.	-	17,877	1,457	1,437	1,247	8,872	3,808	-	85	10,663	-		45,445
Provost & Pritchard Inc.		98	-	-	2,406	-	2,090	973	-	19,115	5,128		29,811
Soils Engineering Inc.	12,433	3,518	-	-	1,535	-	-	-	-	4,178	-		21,663
GEI Consultants Inc.	-	-	-	1,136	-	690	568	-	2,586	5,464	-		10,444
V & A Inc.	-	8,452	-	-	-	-	-	-	-	-	-		8,452
NV5 Inc.	2,135		-	-	-	-	-	-		-	-		2,135
SUBTOTAL	20,345	61,219	1,457	13,443	10,249	52,833	59,211	7,902	5,151	81,195	39,191	-	352,195
AUDIT SERVICES													
Ernst & Young	-	-	46,650	31,100	31,100	31,100	15,550	-	-	-	-		155,500
Daniells Phillips Vaughan & Bock	-	-	-	-	-	-	-	20,500	-	49,100	-		69,600
SUBTOTAL	-	-	46,650	31,100	31,100	31,100	15,550	20,500	-	49,100	-	-	225,100
OTHER CONSULTANTS													
The Gualco Group	12,648	12,825	12,652	12,640	12,825	12,640	12,640	12,846	12,646	12,680	12,857		139,898
Carney's Business Technology Center	-	-	40,000	-	-	20,000	-	20,000	20,000	20,000	-		120,000
Northern Digital Inc.	3,237	3,473	13,511	2,963	2,273	3,393	3,005	24,897	857	11,897	31,400		100,903
Providence Strategic Consulting	5,615	5,357	6,918	6,541	3,546	4,330	4,998	8,149	8,876	-	18,127		72,457
Sarah Clayton	1,290	4,924	5,509	5,281	7,751	4,583	3,916	9,393	7,930	9,799	6,078		66,453
Woodard & Curran Inc.	1,609	-	-	9,059	-	-	-	28,086	-	8,353	-		47,106
Highland Economics LLC	-	19,500	-	-	-	-	-	-	-	-	-		19,500
Dale Fye dba Developing Solutions LLC	-	4,868	3,273	-	605	3,823	2,090	1,018	-	1,925	1,733		19,333
Milliman	-	-	-	14,770	-	-	-	-	-	-	-		14,770
Central California Appraisals	-	-	-	-	-	-	-	-	-	10,000	-		10,000
Electrical Power Systems Inc.	-	-	-	9,230	-	-	-	-	-	-	-		9,230
Zanjero	-	-	-	6,183	-	2,885	-	-	-	-	-		9,068
South Valley Biology Consulting	-	857	1,125	-	-	806	-	1,837	-	-	720		5,344
TerraVerde Energy LLC	-	-	-	-	-	-	-	-	-	5,000	-		5,000
KNN Public Finance LLC	-		-	-	-	-	-	-	-	3,000	-		3,000
SUBTOTAL	24,398	51,803	82,985	66,666	27,000	52,459	26,650	106,225	50,308	82,653	70,914	-	642,061
TOTAL CONSULTANT FEES	$ 44,743	$ 113,022	$ 131,092	$ 111,210	$ 68,350	$ 136,392	$ 101,410	$ 134,626	$ 55,458	$ 212,948	$ 110,105	$ -	$ 1,219,356

Fund 001 General Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	50,880	68,500	(17,620)	74	8,169,116	7,678,500	490,616	106	7,935,000	102
Reimbursements	296,136	296,116	19	100	3,003,881	3,280,613	(276,732)	91	3,576,730	83
Interest Income	1,850	0	1,850		979,588	975,000	4,588	100	1,300,000	75
Other Revenue	0	0	0		12,698	0	12,698		0	
Total Revenues	348,866	364,616	(15,750)	95	12,165,283	11,934,113	231,169	101	12,811,730	94
Expenditures										
Labor Costs	577,041	373,770	(203,271)	154	3,144,576	3,186,890	42,314	98	3,452,630	91
Operations	12,306	200	(12,106)	6,153	54,606	4,950	(49,656)	1,103	6,400	853
Maintenance	32,642	20,600	(12,042)	158	285,403	290,450	5,047	98	315,500	90
Administration	107,093	26,430	(80,662)	405	479,406	422,528	(56,877)	113	469,204	102
Prof Services	39,615	29,952	(9,663)	132	427,027	401,238	(25,789)	106	406,200	105
Capital Outlays	19,940	0	(19,940)		91,896	373,450	281,554	24	373,450	24
Other Expenses	6,258	8,600	2,342	72	160,141	339,670	179,529	47	348,920	45
Total Expenditures	794,895	459,552	(335,342)	172	4,643,055	5,019,176	376,121	92	5,372,304	86
Interfund Transfers										
Transfers Out	0	0	0		3,300,000	0	(3,300,000)		7,440,426	44
Net Transfers	0	0	0		(3,300,000)	0	(3,300,000)		(7,440,426)	44
Net After Transfers	(446,027)	(94,935)	(351,091)	469	4,222,233	6,914,936	(2,692,703)	61	(1,000)	(422,206)

Fund 001 General Fund
Core 01 General Fund Revenues
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	50,880	68,500	(17,620)	74	8,169,116	7,678,500	490,616	106	7,935,000	102
Reimbursements	296,136	296,116	19	100	2,998,264	3,257,283	(259,019)	92	3,553,400	84
Interest Income	1,850	0	1,850		979,588	975,000	4,588	100	1,300,000	75
Other Revenue	0	0	0		0	0	0		0	
Total Revenues	348,866	364,616	(15,750)	95	12,146,968	11,910,783	236,184	101	12,788,400	94
Expenditures										
Administration	0	0	0		4	100	96	4	100	4
Prof Services	514	515	1	99	5,090	16,675	11,585	30	17,200	29
Other Expenses	0	0	0		72,531	225,000	152,469	32	225,000	32
Total Expenditures	514	515	1	99	77,625	241,775	164,150	32	242,300	32
Interfund Transfers										
Transfers Out	0	0	0		3,300,000	0	(3,300,000)		7,440,426	44
Net Transfers	0	0	0		(3,300,000)	0	(3,300,000)		(7,440,426)	44
Net After Transfers	348,350	364,101	(15,751)	95	8,769,343	11,669,008	(2,899,665)	75	5,105,673	171

Fund 001 General Fund
Core 05 Budget & Treasury
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	21,754	22,810	1,056	95	83,003	188,500	105,497	44	204,410	40
Administration	2,118	1,800	(318)	117	5,881	7,400	1,519	79	9,450	62
Prof Services	600	0	(600)		1,833	10,000	8,167	18	10,000	18
Other Expenses	64	100	36	64	299	1,100	801	27	1,200	24
Total Expenditures	24,536	24,710	174	99	91,016	207,000	115,984	43	225,060	40
Net After Transfers	(24,533)	(24,710)	176	99	(91,013)	(207,000)	115,986	43	(225,060)	40

Fund 001 General Fund
Core 06 Administrative Facilities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	18,184	12,680	(5,504)	143	60,907	104,650	43,743	58	113,460	53
Operations	0	0	0		200	250	50	80	500	40
Maintenance	11,982	15,200	3,218	78	126,364	167,650	41,286	75	183,300	68
Administration	11,483	9,250	(2,233)	124	117,617	125,200	7,583	93	135,650	86
Prof Services	0	500	500		520	31,500	30,980	1	32,000	1
Capital Outlays	0	0	0		40,779	210,000	169,221	19	210,000	19
Other Expenses	750	0	(750)		6,245	1,950	(4,295)	320	2,600	240
Total Expenditures	42,399	37,630	(4,769)	112	352,632	641,200	288,568	54	677,510	52
Net After Transfers	(42,398)	(37,630)	(4,768)	112	(352,629)	(641,200)	288,570	54	(677,510)	52

Fund 001 General Fund
Core 10 Board Policy
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	13,818	0	(13,818)		54,582	0	(54,582)		0	
Administration	11,096	0	(11,096)		21,351	0	(21,351)		0	
Prof Services	0	0	0		15,200	0	(15,200)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	24,914	0	(24,914)		91,133	0	(91,133)		0	
Net After Transfers	(24,914)	0	(24,914)		(91,133)	0	(91,133)		0	

Fund 001 General Fund
Core 11 KCWA Management
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	68,482	0	(68,482)		183,508	0	(183,508)		0	
Administration	124	0	(124)		662	0	(662)		0	
Prof Services	3,314	0	(3,314)		3,663	0	(3,663)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	71,920	0	(71,920)		187,833	0	(187,833)		0	
Net After Transfers	(71,920)	0	(71,920)		(187,833)	0	(187,833)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	7,495	12,510	5,015	59	48,984	112,600	63,616	43	121,510	40
Operations	0	0	0		7	100	93	7	100	7
Maintenance	0	0	0		0	100	100		100	
Administration	1,227	467	(760)	262	4,834	16,043	11,209	30	17,120	28
Prof Services	6,554	2,687	(3,867)	243	40,856	29,563	(11,293)	138	32,250	126
Other Expenses	0	0	0		279	0	(279)		0	
Total Expenditures	15,276	15,664	388	97	94,960	158,406	63,446	59	171,080	55
Net After Transfers	(15,275)	(15,664)	388	97	(94,958)	(158,406)	63,447	59	(171,080)	55

Fund 001 General Fund
Core 52 Operations Group Home Cost Ctr
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	0	0	0		12,078	0	12,078		0	
Total Revenues	0	0	0		12,078	0	12,078		0	
Expenditures										
Labor Costs	90,037	0	(90,037)		343,520	0	(343,520)		0	
Operations	12,123	0	(12,123)		50,291	0	(50,291)		0	
Maintenance	6,635	0	(6,635)		35,065	0	(35,065)		0	
Administration	12,018	0	(12,018)		40,586	0	(40,586)		0	
Prof Services	360	0	(360)		440	0	(440)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		140	0	(140)		0	
Total Expenditures	121,173	0	(121,173)		470,042	0	(470,042)		0	
Net After Transfers	(121,171)	0	(121,171)		(457,965)	0	(457,965)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	0	0		5,617	23,330	(17,713)	24	23,330	24
Total Revenues	0	0	0		5,617	23,330	(17,713)	24	23,330	24
Expenditures										
Labor Costs	441	2,490	2,049	17	5,100	21,210	16,110	24	22,930	22
Administration	0	0	0		282	400	118	70	400	70
Total Expenditures	441	2,490	2,049	17	5,382	21,610	16,228	24	23,330	23
Net After Transfers	(442)	(2,490)	2,047	17	234	1,720	(1,485)	13	0	

Fund 001 General Fund
Core 86 EGS Home Code
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	64,475	0	(64,475)		226,190	0	(226,190)		0	
Operations	86	0	(86)		566	0	(566)		0	
Maintenance	0	0	0		469	0	(469)		0	
Administration	5,472	0	(5,472)		18,984	0	(18,984)		0	
Prof Services	1,733	0	(1,733)		6,048	0	(6,048)		0	
Capital Outlays	0	0	0		5,571	0	(5,571)		0	
Other Expenses	0	0	0		0	0	0		0	
Total Expenditures	71,766	0	(71,766)		257,828	0	(257,828)		0	
Net After Transfers	(71,766)	0	(71,766)		(257,826)	0	(257,826)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	31,868	39,880	8,012	79	314,716	372,110	57,394	84	400,470	78
Operations	0	0	0		2,402	2,400	(2)	100	3,400	70
Maintenance	0	0	0		1,274	2,300	1,026	55	3,300	38
Administration	0	0	0		8,691	9,940	1,249	87	9,940	87
Prof Services	0	0	0		11,633	10,750	(883)	108	10,750	108
Capital Outlays	0	0	0		0	3,000	3,000		3,000	
Other Expenses	180	0	(180)		5,310	7,900	2,590	67	7,900	67
Total Expenditures	32,048	39,880	7,832	80	344,026	408,400	64,374	84	438,760	78
Net After Transfers	(32,049)	(39,880)	7,830	80	(344,028)	(408,400)	64,371	84	(438,760)	78

Fund 001 General Fund
Core 88 Intertie Activities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	0	200	200		0	1,660	1,660		1,800	
Administration	0	0	0		24	100	76	24	100	24
Total Expenditures	0	200	200		24	1,760	1,736	1	1,900	1
Net After Transfers	0	(200)	200		(24)	(1,760)	1,736	1	(1,900)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	475	7,220	6,745	6	29,447	63,760	34,313	46	68,940	42
Operations	0	0	0		18	0	(18)		0	
Administration	0	0	0		905	2,250	1,345	40	2,800	32
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		725	800	75	90	800	90
Total Expenditures	475	7,220	6,745	6	31,095	66,810	35,715	46	72,540	42
Net After Transfers	(475)	(7,220)	6,744	6	(31,093)	(66,810)	35,716	46	(72,540)	42

Fund 001 General Fund
Core 93 Risk Management and Safety
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	3,281	8,110	4,829	40	16,991	67,270	50,279	25	72,960	23
Administration	309	75	(234)	412	3,376	2,475	(901)	136	2,800	120
Prof Services	0	0	0		0	6,000	6,000		6,000	
Total Expenditures	3,590	8,185	4,595	43	20,367	75,745	55,378	26	81,760	24
Net After Transfers	(3,590)	(8,185)	4,594	43	(20,365)	(75,745)	55,379	26	(81,760)	24

Fund 001 General Fund
Core 94 Human Resources
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	94,509	87,260	(7,249)	108	618,045	727,480	109,435	84	788,910	78
Operations	97	125	28	77	1,045	1,375	330	76	1,500	69
Maintenance	0	150	150		2,379	1,650	(729)	144	1,800	132
Administration	5,830	2,325	(3,505)	250	50,605	63,054	12,449	80	65,194	77
Prof Services	6,040	26,250	20,210	23	119,056	38,750	(80,306)	307	40,000	297
Capital Outlays	0	0	0		2,206	450	(1,756)	490	450	490
Other Expenses	802	1,000	198	80	26,367	19,720	(6,647)	133	20,720	127
Total Expenditures	107,278	117,110	9,832	91	819,703	852,479	32,776	96	918,574	89
Net After Transfers	(107,277)	(117,110)	9,832	91	(819,703)	(852,479)	32,775	96	(918,574)	89

Fund 001 General Fund
Core 95 Accounting and Finance
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	86,279	74,160	(12,119)	116	649,340	618,780	(30,560)	104	671,040	96
Maintenance	0	0	0		21,773	26,000	4,227	83	26,000	83
Administration	193	700	507	27	18,382	31,550	13,168	58	31,800	57
Prof Services	0	0	0		72,120	80,000	7,880	90	80,000	90
Other Expenses	0	0	0		854	700	(154)	122	700	122
Total Expenditures	86,472	74,860	(11,612)	115	762,469	757,030	(5,439)	100	809,540	94
Net After Transfers	(86,471)	(74,860)	(11,611)	115	(762,467)	(757,030)	(5,437)	100	(809,540)	94

Fund 001 General Fund
Core 96 Administrative Grounds Maint
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,805	8,640	5,835	32	27,767	74,880	47,113	37	81,280	34
Maintenance	5,525	5,000	(525)	110	72,866	80,000	7,134	91	85,000	85
Administration	0	30	30		2,888	3,550	662	81	17,600	16
Prof Services	0	0	0		918	750	(168)	122	750	122
Total Expenditures	8,330	13,670	5,340	60	104,439	159,180	54,741	65	184,630	56
Net After Transfers	(8,329)	(13,670)	5,340	60	(104,440)	(159,180)	54,739	65	(184,630)	56

Fund 001 General Fund
Core 97 General Support Services
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	0	0	0		620	0	620		0	
Total Revenues	0	0	0		620	0	620		0	
Expenditures										
Labor Costs	73,138	97,810	24,672	74	482,476	833,990	351,514	57	904,920	53
Operations	0	75	75		77	825	748	9	900	8
Maintenance	8,500	250	(8,250)	3,400	25,213	12,750	(12,463)	197	16,000	157
Administration	57,223	11,783	(45,439)	485	184,334	160,466	(23,867)	114	176,250	104
Prof Services	20,500	0	(20,500)		149,650	177,250	27,600	84	177,250	84
Capital Outlays	19,940	0	(19,940)		43,340	160,000	116,660	27	160,000	27
Other Expenses	4,462	7,500	3,038	59	47,391	82,500	35,109	57	90,000	52
Total Expenditures	183,763	117,418	(66,344)	156	932,481	1,427,781	495,300	65	1,525,320	61
Net After Transfers	(183,761)	(117,418)	(66,343)	156	(931,860)	(1,427,781)	495,921	65	(1,525,319)	61

Fund 002 State Contract Payment Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		164,768,795	236,534,852	(71,766,057)	69	236,534,852	69
User Charges	0	0	0		0	0	0		0	
Reimbursements	45,582	19,000	26,582	239	6,813,736	402,500	6,411,236	1,692	421,500	1,616
Interest Income	228,521	60,000	168,521	380	714,336	510,000	204,336	140	660,000	108
Total Revenues	274,103	79,000	195,103	346	172,296,867	237,447,352	(65,150,485)	72	237,616,352	72
Expenditures										
Labor Costs	211,634	361,630	149,996	58	1,640,530	3,093,480	1,452,950	53	3,346,500	49
Wtr Purch & Fees	8,351,449	0	(8,351,449)		164,238,256	236,534,852	72,296,596	69	237,194,852	69
Operations	6,988	100	(6,888)	6,988	68,561	1,100	(67,461)	6,232	96,200	71
Maintenance	0	0	0		392	250	(142)	156	500	78
Administration	96,811	94,445	(2,366)	102	2,644,940	2,952,335	307,395	89	3,073,030	86
Prof Services	42,338	16,275	(26,063)	260	485,773	482,525	(3,248)	100	498,800	97
Capital Outlays	2,720	0	(2,720)		7,660	0	(7,660)		0	
Other Expenses	10,675	0	(10,675)		86,099	4,500	(81,599)	1,913	4,500	1,913
Total Expenditures	8,722,615	472,450	(8,250,165)	1,846	169,172,211	243,069,042	73,896,831	69	244,214,382	69
Interfund Transfers										
Transfers In	0	0	0		3,300,000	0	3,300,000		6,598,030	50
Net Transfers	0	0	0		3,300,000	0	3,300,000		6,598,030	50
Net After Transfers	(8,448,511)	(393,450)	(8,055,061)	2,147	6,424,656	(5,621,690)	12,046,346	(114)	0	

Fund 002 State Contract Payment Fund
Core 12 Sacramento Office
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	334	0	(334)		2,896	0	(2,896)		0	
Operations	6,988	0	(6,988)		67,412	0	(67,412)		0	
Maintenance	0	0	0		392	0	(392)		0	
Administration	1,081	0	(1,081)		14,220	0	(14,220)		0	
Prof Services	120	0	(120)		120	0	(120)		0	
Capital Outlays	0	0	0		257	0	(257)		0	
Total Expenditures	8,523	0	(8,523)		85,297	0	(85,297)		0	
Net After Transfers	(8,525)	0	(8,525)		(85,297)	0	(85,297)		0	

Fund 002 State Contract Payment Fund
Core 16 State Activities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		0	
Reimbursements	31,482	0	31,482		298,356	196,500	101,856	151	196,500	151
Total Revenues	31,482	0	31,482		298,356	196,500	101,856	151	196,500	151
Expenditures										
Labor Costs	91,006	177,200	86,194	51	674,868	1,514,840	839,972	44	1,638,240	41
Operations	0	100	100		0	1,100	1,100		76,200	
Maintenance	0	0	0		0	250	250		500	
Administration	46,146	46,770	624	98	1,372,555	1,609,610	237,055	85	1,673,380	82
Prof Services	15,358	6,950	(8,408)	220	305,786	277,950	(27,836)	110	284,900	107
Capital Outlays	2,720	0	(2,720)		2,720	0	(2,720)		0	
Other Expenses	10,675	0	(10,675)		23,312	4,500	(18,812)	518	4,500	518
Total Expenditures	165,905	231,020	65,115	71	2,379,241	3,408,250	1,029,009	69	3,677,720	64
Interfund Transfers										
Transfers In	0	0	0		3,300,000	0	3,300,000		3,481,220	94
Net Transfers	0	0	0		3,300,000	0	3,300,000		3,481,220	94
Net After Transfers	(134,420)	(231,020)	96,599	58	1,219,116	(3,211,750)	4,430,866	(37)	0	

Fund 002 State Contract Payment Fund
Core 17 Local Activities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	14,100	19,000	(4,900)	74	171,970	206,000	(34,030)	83	225,000	76
Interest Income	0	0	0		0	0	0		0	
Total Revenues	14,100	19,000	(4,900)	74	171,970	206,000	(34,030)	83	225,000	76
Expenditures										
Labor Costs	111,268	102,000	(9,268)	109	834,166	872,440	38,274	95	944,090	88
Operations	0	0	0		1,149	0	(1,149)		0	
Administration	26,536	26,950	414	98	477,132	375,900	(101,232)	126	401,550	118
Prof Services	613	0	(613)		19,069	25,000	5,931	76	25,000	76
Capital Outlays	0	0	0		4,683	0	(4,683)		0	
Other Expenses	0	0	0		61,811	0	(61,811)		0	
Total Expenditures	138,417	128,950	(9,467)	107	1,398,010	1,273,340	(124,670)	109	1,370,640	101
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,145,640	
Net Transfers	0	0	0		0	0	0		1,145,640	
Net After Transfers	(124,315)	(109,950)	(14,365)	113	(1,226,039)	(1,067,340)	(158,699)	114	0	

Fund 002 State Contract Payment Fund
Core 18 Bay-Delta Activities
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	9,026	82,430	73,404	10	128,600	706,200	577,600	18	764,170	16
Operations	0	0	0		0	0	0		20,000	
Administration	23,048	20,725	(2,323)	111	781,033	966,825	185,792	80	998,100	78
Prof Services	26,247	9,325	(16,922)	281	160,798	179,575	18,777	89	188,900	85
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		976	0	(976)		0	
Total Expenditures	58,321	112,480	54,159	51	1,071,407	1,852,600	781,193	57	1,971,170	54
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,971,170	
Net Transfers	0	0	0		0	0	0		1,971,170	
Net After Transfers	(58,321)	(112,480)	54,158	51	(1,071,406)	(1,852,600)	781,193	57	0	

Fund 002 State Contract Payment Fund
Core 19 State Contract Payment
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		164,768,795	236,534,852	(71,766,057)	69	236,534,852	69
Reimbursements	0	0	0		6,343,410	0	6,343,410		0	
Interest Income	228,521	60,000	168,521	380	714,336	510,000	204,336	140	660,000	108
Total Revenues	228,521	60,000	168,521	380	171,826,541	237,044,852	(65,218,311)	72	237,194,852	72
Expenditures										
Wtr Purch & Fees	8,351,449	0	(8,351,449)		164,238,256	236,534,852	72,296,596	69	237,194,852	69
Total Expenditures	8,351,449	0	(8,351,449)		164,238,256	236,534,852	72,296,596	69	237,194,852	69
Net After Transfers	(8,122,928)	60,000	(8,182,928)	(13,538)	7,588,284	510,000	7,078,284	1,487	0	

Fund 007 Kern Fan Monitoring Committee
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	11,298	0	11,298		98,469	99,900	(1,431)	98	133,870	73
Interest Income	0	0	0		(1,874)	0	(1,874)		0	
Total Revenues	11,298	0	11,298		96,595	99,900	(3,305)	96	133,870	72
Expenditures										
Labor Costs	1,641	9,540	7,899	17	40,907	81,940	41,033	49	88,560	46
Operations	0	0	0		3,851	2,100	(1,751)	183	2,500	154
Maintenance	0	0	0		163	200	37	81	400	40
Administration	3,433	3,200	(233)	107	36,383	38,050	1,667	95	41,450	87
Other Expenses	0	0	0		975	960	(15)	101	960	101
Total Expenditures	5,074	12,740	7,666	39	82,279	123,250	40,971	66	133,870	61
Net After Transfers	6,221	(12,740)	18,961	(48)	14,318	(23,350)	37,668	(61)	0	

Fund 008 Kern Water Bank
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	14,002	210,487	(196,485)	6	380,062	1,412,013	(1,031,951)	26	1,622,500	23
Interest Income	0	0	0		(11,988)	0	(11,988)		0	
Total Revenues	14,002	210,487	(196,485)	6	368,074	1,412,013	(1,043,939)	26	1,622,500	22
Expenditures										
Labor Costs	7,527	18,840	11,313	39	130,696	372,980	242,284	35	387,740	33
Wtr Purch & Fees	30,688	95,000	64,312	32	157,297	497,399	340,102	31	592,400	26
Operations	0	1,313	1,313		5,401	19,041	13,640	28	20,355	26
Maintenance	5,769	2,321	(3,447)	248	10,066	20,207	10,141	49	22,530	44
Administration	11,426	12,252	826	93	110,234	144,561	34,327	76	156,815	70
Prof Services	40	0	(40)		720	72,500	71,780		72,500	
Capital Outlays	0	0	0		0	370,000	370,000		370,000	
Other Expenses	0	0	0		601	532,464	531,863		532,465	
Total Expenditures	55,450	129,727	74,277	42	415,015	2,029,155	1,614,140	20	2,154,805	19
Net After Transfers	(41,447)	80,759	(122,206)	(51)	(46,942)	(617,142)	570,200	7	(532,304)	8

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	210,487	(210,487)		91,381	1,052,433	(961,052)	8	1,262,920	7
Interest Income	0	0	0		(11,988)	0	(11,988)		0	
Total Revenues	0	210,487	(210,487)		79,393	1,052,433	(973,040)	7	1,262,920	6
Expenditures										
Labor Costs	2,409	18,840	16,431	12	35,614	141,800	106,186	25	156,560	22
Wtr Purch & Fees	30,688	95,000	64,312	32	157,297	475,000	317,703	33	570,000	27
Operations	0	1,313	1,313		0	6,566	6,566		7,880	
Maintenance	0	2,321	2,321		0	11,607	11,607		13,930	
Administration	5,713	6,539	826	87	42,633	70,009	27,376	60	76,550	55
Prof Services	40	0	(40)		720	68,000	67,280	1	68,000	1
Capital Outlays	0	0	0		0	370,000	370,000		370,000	
Total Expenditures	38,850	124,014	85,164	31	236,264	1,142,984	906,720	20	1,262,920	18
Net After Transfers	(38,848)	86,472	(125,321)	(44)	(156,872)	(90,551)	(66,321)	173	0	(39,218,16

Fund 008 Kern Water Bank
Core 83 Kern Water Bank Recovery
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	14,002	0	14,002		288,681	359,580	(70,899)	80	359,580	80
Total Revenues	14,002	0	14,002		288,681	359,580	(70,899)	80	359,580	80
Expenditures										
Labor Costs	5,118	0	(5,118)		95,082	231,180	136,098	41	231,180	41
Wtr Purch & Fees	0	0	0		0	22,399	22,399		22,400	
Operations	0	0	0		5,401	12,474	7,073	43	12,475	43
Maintenance	5,769	0	(5,769)		10,066	8,599	(1,466)	117	8,600	117
Administration	5,713	5,713	0	100	67,601	74,551	6,950	90	80,265	84
Prof Services	0	0	0		0	4,500	4,500		4,500	
Other Expenses	0	0	0		601	532,464	531,863		532,465	
Total Expenditures	16,600	5,713	(10,887)	290	178,751	886,171	707,420	20	891,885	20
Net After Transfers	(2,598)	(5,713)	3,114	45	109,930	(526,591)	636,521	(20)	(532,304)	(20)

Fund 014 Zone of Benefit No. 7
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	112,226	145,000	(32,774)	77	18,114,987	18,852,000	(737,013)	96	19,345,000	93
Interest Income	4,434	0	4,434		799,993	675,000	124,993	118	900,000	88
Total Revenues	116,660	145,000	(28,340)	80	18,914,980	19,527,000	(612,020)	96	20,245,000	93
Expenditures										
Wtr Purch & Fees	0	0	0		12,736,042	11,607,000	(1,129,042)	109	52,629,337	24
Other Expenses	0	0	0		46,007	45,000	(1,007)	102	45,000	102
Total Expenditures	0	0	0		12,782,049	11,652,000	(1,130,049)	109	52,674,337	24
Net After Transfers	116,659	145,000	(28,340)	80	6,132,931	7,875,000	(1,742,068)	77	(32,429,337)	(18)

Fund 019 Zone of Benefit No. 17
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	61,923	298,000	(236,077)	20	10,368,544	19,329,000	(8,960,456)	53	19,734,000	52
Interest Income	2,456	0	2,456		683,660	690,000	(6,340)	99	920,000	74
Total Revenues	64,379	298,000	(233,621)	21	11,052,204	20,019,000	(8,966,796)	55	20,654,000	53
Expenditures										
Wtr Purch & Fees	0	0	0		9,292,613	19,734,000	10,441,387	47	53,464,364	17
Other Expenses	0	0	0		28,571	0	(28,571)		0	
Total Expenditures	0	0	0		9,321,184	19,734,000	10,412,816	47	53,464,364	17
Net After Transfers	64,380	298,000	(233,619)	21	1,731,020	285,000	1,446,020	607	(32,810,364)	(5)

Fund 020 Zone of Benefit No. 18
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	1,605	51,200	(49,595)	3	1,151,892	2,206,600	(1,054,708)	52	2,248,000	51
Interest Income	270	0	270		82,589	54,000	28,589	152	72,000	114
Total Revenues	1,875	51,200	(49,325)	3	1,234,481	2,260,600	(1,026,119)	54	2,320,000	53
Expenditures										
Wtr Purch & Fees	0	0	0		1,058,595	2,248,000	1,189,405	47	6,208,474	17
Other Expenses	0	0	0		3,319	5,000	1,681	66	5,000	66
Total Expenditures	0	0	0		1,061,914	2,253,000	1,191,086	47	6,213,474	17
Net After Transfers	1,876	51,200	(49,323)	3	172,566	7,600	164,966	2,270	(3,893,474)	(4)

Fund 021 Zone of Benefit No. 19
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	59,204	2,459,000	(2,399,796)	2	8,960,198	17,027,000	(8,066,802)	52	17,486,000	51
Interest Income	2,145	0	2,145		613,891	375,000	238,891	163	500,000	122
Total Revenues	61,349	2,459,000	(2,397,651)	2	9,574,089	17,402,000	(7,827,911)	55	17,986,000	53
Expenditures										
Wtr Purch & Fees	0	0	0		8,234,018	17,486,000	9,251,982	47	47,712,821	17
Other Expenses	0	0	0		24,844	35,000	10,156	70	35,000	70
Total Expenditures	0	0	0		8,258,862	17,521,000	9,262,138	47	47,747,821	17
Net After Transfers	61,349	2,459,000	(2,397,650)	2	1,315,227	(119,000)	1,434,227	(1,105)	(29,761,821)	(4)

Fund 025 Western Hills Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		1,951,905	1,784,000	167,905	109	1,784,000	109
Interest Income	0	0	0		6,188	0	6,188		0	
Total Revenues	0	0	0		1,958,093	1,784,000	174,093	109	1,784,000	109
Expenditures										
Labor Costs	6,061	4,100	(1,961)	147	34,529	34,470	(59)	100	37,310	92
Wtr Purch & Fees	0	0	0		4,941	1,993,000	1,988,059		8,266,121	
Administration	2,481	2,025	(456)	122	27,573	24,605	(2,968)	112	26,630	103
Prof Services	2,326	0	(2,326)		13,439	0	(13,439)		0	
Other Expenses	0	0	0		357,961	358,950	989	99	358,950	99
Total Expenditures	10,868	6,125	(4,743)	177	438,443	2,411,025	1,972,582	18	8,689,011	5
Net After Transfers	(10,868)	(6,125)	(4,743)	177	1,519,650	(627,025)	2,146,675	(242)	(6,905,011)	(22)

Fund 026 Lower Kern River Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		(685)	0	(685)		0	
User Charges	0	0	0		106,306	0	106,306		0	
Reimbursements	0	0	0		588,577	588,577	0	100	588,577	100
Interest Income	0	0	0		84,936	11,250	73,686	754	15,000	566
Other Revenue	0	0	0		12,296	979,015	(966,719)	1	979,015	1
Total Revenues	0	0	0		791,430	1,578,842	(787,412)	50	1,582,592	50
Expenditures										
Labor Costs	5,690	11,540	5,850	49	49,830	97,540	47,710	51	105,580	47
Wtr Purch & Fees	0	0	0		2,764,563	0	(2,764,563)		808,044	342
Administration	5,117	6,367	1,250	80	51,068	73,233	22,165	69	79,600	64
Prof Services	26,128	0	(26,128)		276,318	189,800	(86,518)	145	189,800	145
Other Expenses	0	0	0		1,375,486	492,000	(883,486)	279	492,000	279
Total Expenditures	36,935	17,907	(19,028)	206	4,517,265	852,573	(3,664,692)	529	1,675,024	269
Interfund Transfers										
Transfers In	0	0	0		353,354	180,000	173,354	196	180,000	196
Transfers Out	0	0	0		0	1,048,058	1,048,058		1,119,400	
Net Transfers	0	0	0		353,354	(868,058)	1,221,412	(40)	(939,400)	(37)
Net After Transfers	(36,934)	(17,907)	(19,027)	206	(3,372,484)	(141,789)	(3,230,695)	2,378	(1,031,832)	326

Fund 027 Entitlement Retention Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		548,710	1,767,600	(1,218,890)	31	1,767,600	31
Interest Income	0	0	0		(8,797)	0	(8,797)		0	
Total Revenues	0	0	0		539,913	1,767,600	(1,227,687)	30	1,767,600	30
Expenditures										
Labor Costs	348	1,320	972	26	1,237	11,310	10,073	10	12,220	10
Wtr Purch & Fees	0	0	0		1,150,496	1,767,600	617,104	65	1,767,600	65
Administration	517	517	0	100	4,296	6,693	2,397	64	7,210	59
Prof Services	0	0	0		1,606	1,700	94	94	1,700	94
Total Expenditures	865	1,837	972	47	1,157,635	1,787,303	629,668	64	1,788,730	64
Interfund Transfers										
Transfers In	0	0	0		0	0	0		21,130	
Net Transfers	0	0	0		0	0	0		21,130	
Net After Transfers	(864)	(1,837)	972	47	(617,722)	(19,703)	(598,019)	3,135	0	

Fund 029 Water Management Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		2,675,045	0	2,675,045		0	
Interest Income	0	0	0		513,437	300,000	213,437	171	400,000	128
Other Revenue	0	0	0		977,032	0	977,032		0	
Total Revenues	0	0	0		4,165,514	300,000	3,865,514	1,388	400,000	1,041
Expenditures										
Wtr Purch & Fees	0	0	0		0	0	0		66,101,839	
Administration	75	75	0	100	768	825	57	93	900	85
Total Expenditures	75	75	0	100	768	825	57	93	66,102,739	
Interfund Transfers										
Transfers In	0	0	0		0	0	0		2,997,666	
Transfers Out	0	0	0		353,354	0	(353,354)		1,299,400	27
Net Transfers	0	0	0		(353,354)	0	(353,354)		1,698,266	(20)
Net After Transfers	(75)	(75)	0	100	3,811,391	299,175	3,512,216	1,273	(64,004,472)	(5)

Fund 031 Improvement District No. 1
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	889	1,000	(111)	88	140,732	119,000	21,732	118	121,000	116
Interest Income	32	0	32		11,705	8,000	3,705	146	10,000	117
Total Revenues	921	1,000	(79)	92	152,437	127,000	25,437	120	131,000	116
Expenditures										
Labor Costs	1,029	1,980	951	51	3,413	17,600	14,187	19	19,000	17
Operations	0	0	0		0	1,000	1,000		1,000	
Administration	1,642	1,700	58	96	15,557	18,300	2,743	85	20,000	77
Prof Services	2,088	0	(2,088)		7,963	27,000	19,037	29	31,000	25
Capital Outlays	0	0	0		0	125,000	125,000		125,000	
Other Expenses	0	0	0		1,278	1,400	122	91	1,400	91
Total Expenditures	4,759	3,680	(1,079)	129	28,211	190,300	162,089	14	197,400	14
Net After Transfers	(3,838)	(2,680)	(1,158)	143	124,228	(63,300)	187,528	(196)	(66,400)	(187)

Fund 033 Improvement District No. 3
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	515	0	515		16,028	12,500	3,528	128	13,500	118
Interest Income	4	0	4		(10,568)	0	(10,568)		0	
Total Revenues	519	0	519		5,460	12,500	(7,040)	43	13,500	40
Expenditures										
Labor Costs	4,460	2,570	(1,890)	173	29,498	26,050	(3,448)	113	27,930	105
Operations	0	0	0		132	0	(132)		0	
Maintenance	0	0	0		19	0	(19)		0	
Administration	3,383	3,983	600	84	35,678	39,795	4,117	89	43,180	82
Prof Services	0	0	0		3,118	5,600	2,482	55	5,600	55
Other Expenses	0	0	0		207	190	(17)	108	190	108
Total Expenditures	7,843	6,553	(1,290)	119	68,652	71,635	2,983	95	76,900	89
Interfund Transfers										
Transfers In	0	0	0		0	0	0		62,400	
Net Transfers	0	0	0		0	0	0		62,400	
Net After Transfers	(7,322)	(6,553)	(769)	111	(63,191)	(59,135)	(4,056)	106	(1,000)	6,319

Fund 034 Impr. Dist. No. 4 Operations
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
User Charges	302,453	385,208	(82,755)	78	7,052,392	8,740,422	(1,688,030)	80	9,275,630	76
Grnd Wtr Charges	3,297	0	3,297		1,337,821	1,251,400	86,421	106	2,215,120	60
Reimbursements	0	0	0		245,900	0	245,900		320,000	76
Interest Income	0	0	0		88,111	150,000	(61,889)	58	200,000	44
Other Revenue	0	0	0		8,425	10,000	(1,575)	84	20,000	42
Total Revenues	305,750	385,208	(79,458)	79	19,435,899	20,855,072	(1,419,173)	93	22,734,000	85
Expenditures										
Labor Costs	558,481	579,286	20,805	96	4,477,009	5,093,523	616,514	87	5,505,500	81
Wtr Purch & Fees	177,932	181,563	3,631	97	2,546,263	3,766,816	1,220,553	67	3,846,180	66
Operations	269,465	202,991	(66,473)	132	2,048,556	2,233,082	184,526	91	2,436,250	84
Power	364,167	643,979	279,812	56	5,061,246	7,083,779	2,022,533	71	7,727,760	65
Maintenance	32,750	58,937	26,187	55	626,497	659,425	32,928	95	720,880	86
Administration	123,591	116,299	(7,291)	106	1,578,191	1,744,386	166,195	90	1,859,840	84
Prof Services	30,617	18,916	(11,700)	161	334,511	702,383	367,872	47	721,300	46
Capital Outlays	12,476	0	(12,476)		431,477	1,053,800	622,323	40	1,053,800	40
Debt Repayment	0	0	0		22,774	178,400	155,626	12	178,400	12
Other Expenses	16,144	19,674	3,530	82	355,282	287,944	(67,337)	123	307,620	115
Total Expenditures	1,585,623	1,821,650	236,027	87	17,481,806	22,803,543	5,321,737	76	24,357,530	71
Interfund Transfers										
Transfers Out	0	0	0		789,204	789,210	6	99	789,210	99
Net Transfers	0	0	0		(789,204)	(789,210)	6	99	(789,210)	99
Net After Transfers	(1,279,870)	(1,436,442)	156,571	89	1,164,881	(2,737,681)	3,902,562	(42)	(2,412,736)	(48)

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	51,384	0	(51,384)		164,836	0	(164,836)		0	
Operations	3,691	0	(3,691)		13,811	0	(13,811)		0	
Maintenance	2,722	0	(2,722)		13,853	0	(13,853)		0	
Administration	4,518	0	(4,518)		15,423	0	(15,423)		0	
Prof Services	0	0	0		1,429	0	(1,429)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	100	0	(100)		129	0	(129)		0	
Total Expenditures	62,415	0	(62,415)		209,481	0	(209,481)		0	
Net After Transfers	(62,413)	0	(62,413)		(209,480)	0	(209,480)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		210,760	2,678,200	(2,467,440)	7	2,678,200	7
Reimbursements	0	0	0		245,900	0	245,900		320,000	76
Total Revenues	0	0	0		456,660	2,678,200	(2,221,540)	17	2,998,200	15
Expenditures										
Labor Costs	4,069	16,586	12,517	24	38,070	142,333	104,263	26	154,150	24
Wtr Purch & Fees	(174)	135,730	135,904	( )	540,800	1,802,650	1,261,850	30	1,816,180	29
Operations	0	833	833		597	9,166	8,569	6	10,000	5
Power	2,280	170,854	168,574	1	244,338	1,879,404	1,635,066	13	2,050,260	11
Maintenance	4,840	3,125	(1,715)	154	73,103	35,708	(37,394)	204	39,500	185
Administration	2,904	3,029	125	95	47,303	64,418	17,115	73	68,150	69
Capital Outlays	0	0	0		254,435	0	(254,435)		0	
Other Expenses	0	0	0		104	0	(104)		0	
Total Expenditures	13,919	330,158	316,239	4	1,198,750	3,933,681	2,734,931	30	4,138,240	28
Net After Transfers	(13,916)	(330,158)	316,242	4	(742,088)	(1,255,481)	513,393	59	(1,140,039)	65

Fund 034 Impr. Dist. No. 4 Operations
Core 44 Impr. District No. 4 Admin
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		88,111	150,000	(61,889)	58	200,000	44
Total Revenues	0	0	0		88,111	150,000	(61,889)	58	200,000	44
Expenditures										
Labor Costs	80,551	54,241	(26,309)	148	429,315	488,138	58,823	87	526,630	81
Operations	0	0	0		26	125	99	20	250	10
Maintenance	0	0	0		1,309	1,750	441	74	2,000	65
Administration	12,251	13,470	1,219	90	128,820	157,278	28,458	81	168,250	76
Prof Services	8,755	8,375	(380)	104	85,872	97,125	11,253	88	105,500	81
Capital Outlays	0	0	0		1,844	2,500	656	73	2,500	73
Other Expenses	174	2,083	1,909	8	26,645	23,036	(3,608)	115	25,120	106
Total Expenditures	101,731	78,170	(23,560)	130	673,831	769,953	96,122	87	830,250	81
Interfund Transfers										
Transfers Out	0	0	0		789,204	789,210	6	99	789,210	99
Net Transfers	0	0	0		(789,204)	(789,210)	6	99	(789,210)	99
Net After Transfers	(101,729)	(78,170)	(23,559)	130	(1,374,925)	(1,409,163)	34,238	97	(1,419,459)	96

Fund 034 Impr. Dist. No. 4 Operations
Core 45 ID#4 Surface Water Supply
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		883,923	0	883,923		150,000	589
Total Revenues	0	0	0		883,923	0	883,923		150,000	589
Expenditures										
Labor Costs	10,088	20,980	10,892	48	55,986	175,920	119,934	31	190,390	29
Wtr Purch & Fees	178,106	45,833	(132,272)	388	2,005,463	1,964,166	(41,296)	102	2,030,000	98
Administration	3,767	3,766	(0)	100	111,296	138,863	27,567	80	142,630	78
Prof Services	0	0	0		16,108	16,800	692	95	16,800	95
Other Expenses	0	0	0		88,196	0	(88,196)		0	
Total Expenditures	191,961	70,579	(121,381)	271	2,277,049	2,295,749	18,700	99	2,379,820	95
Net After Transfers	(191,960)	(70,579)	(121,380)	271	(1,393,124)	(2,295,749)	902,625	60	(2,229,819)	62

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Grnd Wtr Charges	3,297	0	3,297		1,337,821	1,251,400	86,421	106	2,215,120	60
Total Revenues	3,297	0	3,297		1,337,821	1,251,400	86,421	106	2,215,120	60
Expenditures										
Labor Costs	7,309	21,610	14,301	33	160,965	183,670	22,705	87	198,920	80
Operations	0	208	208		12	2,341	2,329		2,600	
Power	553	1,666	1,113	33	5,058	18,333	13,275	27	20,000	25
Maintenance	0	416	416		964	5,533	4,569	17	7,300	13
Administration	5,742	4,724	(1,017)	121	112,444	161,124	48,680	69	166,300	67
Prof Services	220	208	(11)	105	32,618	2,291	(30,326)	1,423	2,500	1,304
Other Expenses	0	0	0		1,159	0	(1,159)		0	
Total Expenditures	13,824	28,834	15,010	47	313,220	373,294	60,074	83	397,620	78
Net After Transfers	(10,529)	(28,834)	18,305	36	1,024,601	878,105	146,495	116	1,817,500	56

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
Total Revenues	0	0	0		10,703,250	10,703,250	0	100	10,703,250	100
Expenditures										
Labor Costs	355,615	417,263	61,648	85	3,252,647	3,689,006	436,359	88	3,986,760	81
Operations	262,565	201,158	(61,406)	130	2,028,248	2,212,741	184,493	91	2,413,900	84
Power	58,881	86,250	27,369	68	738,486	948,750	210,264	77	1,035,000	71
Maintenance	24,090	46,354	22,264	51	434,948	510,145	75,197	85	556,750	78
Administration	84,509	78,983	(5,525)	106	999,883	1,031,976	32,093	96	1,110,960	90
Prof Services	16,565	8,666	(7,898)	191	136,614	377,833	241,219	36	386,500	35
Capital Outlays	12,476	0	(12,476)		169,571	441,300	271,729	38	441,300	38
Other Expenses	13,886	12,591	(1,294)	110	213,842	200,408	(13,433)	106	213,000	100
Total Expenditures	828,587	851,267	22,680	97	7,974,239	9,412,161	1,437,922	84	10,144,170	78
Net After Transfers	(828,589)	(851,267)	22,677	97	2,729,004	1,291,088	1,437,916	211	559,080	488

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	302,453	385,208	(82,755)	78	5,957,709	6,062,222	(104,513)	98	6,447,430	92
Other Revenue	0	0	0		8,425	10,000	(1,575)	84	20,000	42
Total Revenues	302,453	385,208	(82,755)	78	5,966,134	6,072,222	(106,088)	98	6,467,430	92
Expenditures										
Labor Costs	49,465	48,605	(860)	101	375,190	414,455	39,265	90	448,650	83
Operations	3,209	791	(2,417)	405	5,862	8,708	2,846	67	9,500	61
Power	302,453	385,208	82,755	78	4,073,364	4,237,291	163,927	96	4,622,500	88
Maintenance	1,098	9,041	7,943	12	102,320	106,288	3,968	96	115,330	88
Administration	9,900	12,324	2,424	80	163,022	190,725	27,703	85	203,550	80
Prof Services	5,077	1,666	(3,410)	304	61,870	208,333	146,463	29	210,000	29
Capital Outlays	0	0	0		5,627	610,000	604,373		610,000	
Debt Repayment	0	0	0		22,774	178,400	155,626	12	178,400	12
Other Expenses	1,984	5,000	3,016	39	25,207	64,500	39,293	39	69,500	36
Total Expenditures	373,186	462,638	89,452	80	4,835,236	6,018,701	1,183,465	80	6,467,430	74
Net After Transfers	(70,730)	(77,429)	6,699	91	1,130,895	53,520	1,077,374	2,113	0	314,137,5

Fund 036 Impr. Dist. No. 4 Bonds
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		8,377,054	8,377,060	(6)	99	8,377,060	99
Interest Income	0	0	0		112,196	120,000	(7,804)	93	160,000	70
Total Revenues	0	0	0		8,489,250	8,497,060	(7,810)	99	8,537,060	99
Expenditures										
Prof Services	0	0	0		3,000	3,000	0	100	3,000	100
Debt Repayment	0	4,825,000	4,825,000		4,340,507	9,166,260	4,825,753	47	9,166,260	47
Other Expenses	0	0	0		6,000	10,000	4,000	60	10,000	60
Total Expenditures	0	4,825,000	4,825,000		4,349,507	9,179,260	4,829,753	47	9,179,260	47
Interfund Transfers										
Transfers In	0	0	0		789,204	789,210	(6)	99	789,210	99
Net Transfers	0	0	0		789,204	789,210	(6)	99	789,210	99
Net After Transfers	0	(4,825,000)	4,825,000		4,928,946	107,010	4,821,936	4,606	147,010	3,352

Fund 051 Cross Valley Canal Operations
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	409,750	647,858	(238,108)	63	8,816,516	15,009,073	(6,192,557)	58	15,656,930	56
Reimbursements	0	0	0		166,967	0	166,967		0	
Interest Income	0	0	0		99,326	80,250	19,076	123	107,000	92
Other Revenue	0	0	0		(116,843)	0	(116,843)		0	
Total Revenues	409,750	647,858	(238,108)	63	8,965,966	15,089,323	(6,123,357)	59	15,763,930	56
Expenditures										
Labor Costs	176,089	226,803	50,714	77	1,427,357	2,010,346	582,989	71	2,174,680	65
Operations	444	9,166	8,722	4	35,907	100,832	64,925	35	110,000	32
Power	413,847	647,858	234,011	63	2,937,836	7,126,433	4,188,597	41	7,774,290	37
Maintenance	146,988	49,709	(97,278)	295	700,394	686,791	(13,602)	101	736,500	95
Administration	52,024	56,926	4,902	91	666,974	823,051	156,077	81	882,225	75
Prof Services	43,062	3,333	(39,729)	1,291	174,252	1,337,416	1,163,164	13	1,340,750	12
Capital Outlays	0	0	0		(16,328)	3,325,000	3,341,328	( )	3,325,000	( )
Other Expenses	0	583	583		9,374	13,016	3,642	72	138,600	6
Total Expenditures	832,454	994,378	161,924	83	5,935,766	15,422,886	9,487,120	38	16,482,045	36
Net After Transfers	(422,703)	(346,520)	(76,182)	121	3,030,200	(333,563)	3,363,763	(908)	(718,114)	(421)

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		4,885,666	7,762,640	(2,876,974)	62	7,762,640	62
Reimbursements	0	0	0		166,967	0	166,967		0	
Interest Income	0	0	0		112,825	75,000	37,825	150	100,000	112
Other Revenue	0	0	0		(116,843)	0	(116,843)		0	
Total Revenues	0	0	0		5,048,615	7,837,640	(2,789,025)	64	7,862,640	64
Expenditures										
Labor Costs	176,089	226,803	50,714	77	1,427,357	2,010,346	582,989	71	2,174,680	65
Operations	444	9,166	8,722	4	35,907	100,832	64,925	35	110,000	32
Maintenance	146,988	49,709	(97,278)	295	700,394	686,791	(13,602)	101	736,500	95
Administration	52,024	56,926	4,902	91	666,974	823,051	156,077	81	882,225	75
Prof Services	43,062	3,333	(39,729)	1,291	174,252	1,337,416	1,163,164	13	1,340,750	12
Capital Outlays	0	0	0		(16,328)	3,325,000	3,341,328	( )	3,325,000	( )
Other Expenses	0	583	583		9,374	13,016	3,642	72	13,600	68
Total Expenditures	418,607	346,520	(72,086)	120	2,997,930	8,296,453	5,298,523	36	8,582,755	34
Net After Transfers	(418,606)	(346,520)	(72,086)	120	2,050,685	(458,813)	2,509,499	(446)	(720,114)	(284)

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	409,750	647,858	(238,108)	63	3,917,686	7,126,433	(3,208,747)	54	7,774,290	50
Interest Income	0	0	0		(28,073)	0	(28,073)		0	
Total Revenues	409,750	647,858	(238,108)	63	3,889,613	7,126,433	(3,236,820)	54	7,774,290	50
Expenditures										
Labor Costs	0	0	0		0	0	0		0	
Power	413,847	647,858	234,011	63	2,937,836	7,126,433	4,188,597	41	7,774,290	37
Total Expenditures	413,847	647,858	234,011	63	2,937,836	7,126,433	4,188,597	41	7,774,290	37
Net After Transfers	(4,096)	0	(4,096)		951,776	0	951,776		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		13,164	0	13,164		0	
Interest Income	0	0	0		3,449	1,500	1,949	229	2,000	172
Total Revenues	0	0	0		16,613	1,500	15,113	1,107	2,000	830
Net After Transfers	0	0	0		16,613	1,500	15,113	1,107	2,000	830

Fund 051 Cross Valley Canal Operations
Core 58 Cross Valley Canal Third Party
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	120,000	(120,000)		120,000	
Interest Income	0	0	0		11,125	3,750	7,375	296	5,000	222
Total Revenues	0	0	0		11,125	123,750	(112,625)	8	125,000	8
Expenditures										
Other Expenses	0	0	0		0	0	0		125,000	
Total Expenditures	0	0	0		0	0	0		125,000	
Net After Transfers	0	0	0		11,124	123,750	(112,625)	8	0	

Fund 070 KCWA/BM Banking Program
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	30,600	(30,600)		0	153,000	(153,000)		183,600	
User Charges	0	26,070	(26,070)		501,688	2,566,069	(2,064,381)	19	2,592,140	19
Interest Income	0	0	0		28,033	48,472	(20,439)	57	64,630	43
Other Revenue	435	0	435		435	0	435		0	
Total Revenues	435	56,670	(56,235)		530,156	2,767,541	(2,237,385)	19	2,840,370	18
Expenditures										
Labor Costs	11,863	8,198	(3,665)	144	55,150	193,911	138,761	28	201,550	27
Wtr Purch & Fees	13,624	47,670	34,046	28	26,174	346,170	319,996	7	393,840	6
Operations	0	110	110		838	10,950	10,112	7	11,060	7
Power	(22)	0	22		4,238	1,628,300	1,624,062		1,628,300	
Maintenance	4,655	1,473	(3,182)	316	37,717	290,836	253,119	12	292,210	12
Administration	9,664	9,622	(42)	100	95,779	122,457	26,678	78	132,080	72
Prof Services	0	0	0		1,576	6,000	4,424	26	6,000	26
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	0	0		324	1,258,291	1,257,967		1,258,291	
Total Expenditures	39,784	67,073	27,289	59	221,796	4,031,915	3,810,119	5	4,098,331	5
Net After Transfers	(39,348)	(10,403)	(28,945)	378	308,353	(1,264,373)	1,572,726	(24)	(1,257,960)	(24)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		148,050	94,600	53,450	156	94,600	156
Interest Income	0	0	0		28,033	48,472	(20,439)	57	64,630	43
Total Revenues	0	0	0		176,083	143,072	33,011	123	159,230	110
Expenditures										
Labor Costs	1,813	1,978	165	91	9,823	20,321	10,498	48	21,740	45
Maintenance	0	0	0		32,000	18,000	(14,000)	177	18,000	177
Administration	9,583	9,593	10	99	87,921	107,657	19,736	81	117,250	74
Prof Services	0	0	0		1,576	2,000	424	78	2,000	78
Other Expenses	0	0	0		177	240	63	73	240	73
Total Expenditures	11,396	11,571	175	98	131,497	148,218	16,721	88	159,230	82
Net After Transfers	(11,395)	(11,571)	175	98	44,583	(5,146)	49,729	(866)	0	

Fund 070 KCWA/BM Banking Program
Core 71 BMWD/KCWA Recovery
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		292,750	2,341,119	(2,048,369)	12	2,341,120	12
Other Revenue	435	0	435		435	0	435		0	
Total Revenues	435	0	435		293,185	2,341,119	(2,047,934)	12	2,341,120	12
Expenditures										
Labor Costs	9,778	0	(9,778)		39,709	139,000	99,291	28	139,000	28
Wtr Purch & Fees	0	0	0		0	107,820	107,820		107,820	
Operations	0	0	0		838	10,300	9,462	8	10,300	8
Power	(22)	0	22		4,238	1,628,300	1,624,062		1,628,300	
Maintenance	4,655	0	(4,655)		5,717	265,450	259,733	2	265,450	2
Administration	81	0	(81)		7,830	13,159	5,329	59	13,160	59
Prof Services	0	0	0		0	2,000	2,000		2,000	
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	0	0		147	1,258,051	1,257,904		1,258,051	
Total Expenditures	14,492	0	(14,492)		58,479	3,599,080	3,540,601	1	3,599,081	1
Net After Transfers	(14,056)	0	(14,056)		234,703	(1,257,960)	1,492,664	(18)	(1,257,960)	(18)

Fund 070 KCWA/BM Banking Program
Core 72 BMWD/KCWA Recharge
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	30,600	(30,600)		0	153,000	(153,000)		183,600	
User Charges	0	26,070	(26,070)		60,888	130,350	(69,462)	46	156,420	38
Total Revenues	0	56,670	(56,670)		60,888	283,350	(222,462)	21	340,020	17
Expenditures										
Labor Costs	272	6,220	5,948	4	5,618	34,590	28,972	16	40,810	13
Wtr Purch & Fees	13,624	47,670	34,046	28	26,174	238,350	212,176	10	286,020	9
Operations	0	110	110		0	650	650		760	
Maintenance	0	1,473	1,473		0	7,386	7,386		8,760	
Administration	0	29	29		28	1,641	1,613	1	1,670	1
Prof Services	0	0	0		0	2,000	2,000		2,000	
Total Expenditures	13,896	55,502	41,606	25	31,820	284,617	252,797	11	340,020	9
Net After Transfers	(13,897)	1,168	(15,065)	(1,189)	29,065	(1,267)	30,332	(2,294)	0	

Fund 075 Pioneer Project
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	168,000	(168,000)		0	1,056,000	(1,056,000)		1,224,000	
User Charges	(174)	724,372	(724,546)	( )	6,852,588	13,485,289	(6,632,701)	50	14,209,660	48
Reimbursements	56,671	0	56,671		746,103	300,000	446,103	248	300,000	248
Interest Income	0	0	0		174,713	0	174,713		0	
Other Revenue	435	0	435		1,428	0	1,428		0	
Total Revenues	56,932	892,372	(835,440)	6	7,774,832	14,841,289	(7,066,457)	52	15,733,660	49
Expenditures										
Labor Costs	57,498	49,234	(8,264)	116	588,202	863,157	274,955	68	898,290	65
Wtr Purch & Fees	64,512	331,340	266,828	19	192,640	2,088,340	1,895,700	9	2,419,680	7
Operations	0	2,266	2,266		10,070	103,113	93,043	9	105,380	9
Power	11,511	28,500	16,989	40	60,734	4,492,500	4,431,766	1	4,521,000	1
Maintenance	1,080	18,046	16,966	5	292,765	662,252	369,487	44	680,300	43
Administration	36,180	36,065	(114)	100	502,646	638,593	135,947	78	674,680	74
Prof Services	10,396	1,333	(9,062)	779	193,162	676,416	483,254	28	677,750	28
Capital Outlays	0	500	500		470,440	5,533,600	5,063,160	8	5,533,600	8
Other Expenses	0	13	13		4,773	4,469,263	4,464,490		4,469,277	
Total Expenditures	181,177	467,299	286,122	38	2,315,432	19,527,236	17,211,804	11	19,979,957	11
Net After Transfers	(124,245)	425,072	(549,318)	(29)	5,459,404	(4,685,947)	10,145,351	(116)	(4,246,295)	(128)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	12,000	(12,000)		12,282	60,000	(47,718)	20	72,000	17
Total Revenues	0	12,000	(12,000)		12,282	60,000	(47,718)	20	72,000	17
Expenditures										
Operations	0	0	0		357	0	(357)		0	
Total Expenditures	0	0	0		357	0	(357)		0	
Net After Transfers	0	12,000	(12,000)		11,924	60,000	(48,075)	19	72,000	16

Fund 075 Pioneer Project
Core 75 Pioneer Proj - Administration
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		1,168,450	1,355,600	(187,150)	86	1,355,600	86
Reimbursements	53,736	0	53,736		53,736	0	53,736		0	
Interest Income	0	0	0		174,713	0	174,713		0	
Total Revenues	53,736	0	53,736		1,396,899	1,355,600	41,299	103	1,355,600	103
Expenditures										
Labor Costs	16,613	13,950	(2,663)	119	197,818	127,000	(70,818)	155	136,680	144
Operations	0	475	475		71	5,755	5,684	1	6,230	1
Maintenance	0	10,858	10,858		122,765	119,511	(3,253)	102	130,370	94
Administration	35,941	35,107	(833)	102	489,545	595,042	105,497	82	630,170	77
Prof Services	1,375	0	(1,375)		104,652	272,750	168,098	38	272,750	38
Capital Outlays	0	0	0		0	178,600	178,600		178,600	
Other Expenses	0	0	0		2,999	800	(2,199)	374	800	374
Total Expenditures	53,929	60,390	6,461	89	917,850	1,299,459	381,609	70	1,355,600	67
Net After Transfers	(193)	(60,390)	60,197		479,053	56,140	422,912	853	0	598,816,2

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	168,000	(168,000)		0	1,056,000	(1,056,000)		1,224,000	
User Charges	(174)	280,340	(280,514)	( )	791,549	1,401,700	(610,151)	56	1,682,040	47
Reimbursements	2,935	0	2,935		2,935	0	2,935		0	
Other Revenue	0	0	0		483	0	483		0	
Total Revenues	2,761	448,340	(445,579)		794,967	2,457,700	(1,662,733)	32	2,906,040	27
Expenditures										
Labor Costs	8,412	16,729	8,317	50	102,215	132,212	29,997	77	144,640	70
Wtr Purch & Fees	64,512	331,340	266,828	19	173,772	1,872,700	1,698,928	9	2,204,040	7
Operations	0	1,791	1,791		1,929	8,958	7,029	21	10,750	17
Power	426	28,500	28,074	1	29,271	142,500	113,229	20	171,000	17
Maintenance	0	7,187	7,187		124,996	65,980	(59,015)	189	73,170	170
Administration	0	596	596		1,824	5,763	3,939	31	6,360	28
Prof Services	0	0	0		25,797	11,000	(14,797)	234	11,000	234
Capital Outlays	0	0	0		0	285,000	285,000		285,000	
Other Expenses	0	13	13		381	66	(314)	571	80	476
Total Expenditures	73,350	386,158	312,808	18	460,185	2,524,181	2,063,996	18	2,906,040	15
Net After Transfers	(70,590)	62,181	(132,772)	(113)	334,784	(66,481)	401,265	(503)	0	98,465,90

Fund 075 Pioneer Project
Core 77 Pioneer Project - Recovery
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		912,493	5,765,640	(4,853,147)	15	5,765,640	15
Reimbursements	0	0	0		0	300,000	(300,000)		300,000	
Other Revenue	435	0	435		945	0	945		0	
Total Revenues	435	0	435		913,438	6,065,640	(5,152,202)	15	6,065,640	15
Expenditures										
Labor Costs	13,646	0	(13,646)		136,224	447,640	311,416	30	447,640	30
Wtr Purch & Fees	0	0	0		18,868	215,640	196,772	8	215,640	8
Operations	0	0	0		7,628	87,999	80,371	8	88,000	8
Power	11,085	0	(11,085)		31,463	4,350,000	4,318,537		4,350,000	
Maintenance	1,080	0	(1,080)		31,991	476,759	444,768	6	476,760	6
Administration	239	0	(239)		10,807	27,499	16,692	39	27,500	39
Prof Services	0	833	833		2,415	39,166	36,751	6	40,000	6
Capital Outlays	0	0	0		0	420,000	420,000		420,000	
Other Expenses	0	0	0		742	4,468,396	4,467,654		4,468,397	
Total Expenditures	26,050	833	(25,216)	3,126	240,138	10,533,103	10,292,965	2	10,533,937	2
Net After Transfers	(25,613)	(833)	(24,779)	3,073	673,298	(4,467,463)	5,140,761	(15)	(4,468,296)	(15)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	432,032	(432,032)		3,963,544	4,752,349	(788,805)	83	5,184,380	76
Reimbursements	0	0	0		689,432	0	689,432		0	
Total Revenues	0	432,032	(432,032)		4,652,976	4,752,349	(99,373)	97	5,184,380	89
Expenditures										
Labor Costs	18,827	18,555	(272)	101	151,816	156,305	4,489	97	169,330	89
Operations	0	0	0		85	400	315	21	400	21
Power	0	0	0		0	0	0		0	
Maintenance	0	0	0		13,013	0	(13,013)		0	
Administration	0	361	361		470	10,288	9,818	4	10,650	4
Prof Services	9,021	500	(8,521)	1,804	60,298	353,500	293,202	17	354,000	17
Capital Outlays	0	500	500		470,440	4,650,000	4,179,560	10	4,650,000	10
Other Expenses	0	0	0		651	0	(651)		0	
Total Expenditures	27,848	19,916	(7,931)	139	696,773	5,170,493	4,473,720	13	5,184,380	13
Net After Transfers	(27,848)	412,115	(439,963)	(6)	3,956,202	(418,144)	4,374,346	(946)	0	1,978,101,

Fund 075 Pioneer Project
Core 79 Pioneer Project - Recovery Res
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		4,270	150,000	(145,730)	2	150,000	2
Total Revenues	0	0	0		4,270	150,000	(145,730)	2	150,000	2
Expenditures										
Labor Costs	0	0	0		129	0	(129)		0	
Total Expenditures	0	0	0		129	0	(129)		0	
Net After Transfers	0	0	0		4,141	150,000	(145,858)	2	150,000	2

Fund 097 Westlands Payback Fund
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		32,397	0	32,397		0	
Total Revenues	0	0	0		32,397	0	32,397		0	
Net After Transfers	0	0	0		32,397	0	32,397		0	

Fund 102 Agency Participation in CVC
May 31, 2025

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	185,304	0	185,304		1,167,991	729,500	438,491	160	729,500	160
Reimbursements	0	0	0		47,500	0	47,500		0	
Interest Income	0	0	0		(9,153)	0	(9,153)		0	
Other Revenue	0	0	0		(47,500)	0	(47,500)		0	
Total Revenues	185,304	0	185,304		1,158,838	729,500	429,338	158	729,500	158
Expenditures										
Wtr Purch & Fees	289,726	0	(289,726)		1,689,938	724,900	(965,038)	233	724,900	233
Administration	350	350	0	100	5,846	4,250	(1,596)	137	4,600	127
Total Expenditures	290,076	350	(289,726)	82,878	1,695,784	729,150	(966,634)	232	729,500	232
Net After Transfers	(104,772)	(350)	(104,422)	29,934	(536,945)	350	(537,295)	(153,413)	0	

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount
Department of Water Resources	132685	05/23/2025	$ 7,490,603.00
Department of Water Resources	132569	05/13/2025	985,170.00
Pacific Gas and Electric	132737	05/23/2025	364,350.19
Pacific Gas and Electric	132621	05/13/2025	305,925.72
Pacific Gas and Electric	132715	05/23/2025	194,519.31
W.M. Lyles Co.	132645	05/13/2025	192,118.50
Asure-Payroll	ACH Debit	05/23/2025	191,966.52
ACWA JPIA	132571	05/13/2025	164,245.77
Asure-Payroll	ACH Debit	05/12/2025	163,511.70
Nicholas Construction	132708	05/23/2025	142,500.00
KCERA	County EFT	05/31/2025	124,750.31
IRS/EDD - Payroll Tax Deposit	ACH Debit	05/13/2025	79,012.94
IRS/EDD - Payroll Tax Deposit	ACH Debit	05/23/2025	77,630.97
JCI Jones Chemicals Inc.	132610	05/13/2025	45,738.72
Oaks, Robin	132619	05/13/2025	37,465.09
Carney's Business Technology Center	132677	05/23/2025	34,536.00
Enviroclear Technologies	132687	05/23/2025	33,891.80
Enviroclear Technologies	132597	05/13/2025	33,697.80
Pacific Gas and Electric	132717	05/23/2025	32,950.56
ECO Services Operations Corp.	132686	05/23/2025	32,553.15
Black & Veatch Corporation	132584	05/13/2025	28,891.25
Carney's Business Technology Center	132589	05/13/2025	25,906.90
Northern Digital Inc	132618	05/13/2025	24,600.00
Somach Simmons & Dunn Attorneys at Law	132750	05/23/2025	23,627.32
ACWA JPIA	132660	05/23/2025	23,022.10
Securitas Security Services USA Inc.	132746	05/23/2025	19,832.48
Nossaman LLP	132711	05/23/2025	19,534.25
American Business Machines Co.	132663	05/23/2025	19,363.76
JCI Jones Chemicals Inc.	132696	05/23/2025	18,048.56
Gualco Group,The	132690	05/23/2025	12,856.90
Sun Life Financial	132754	05/23/2025	11,502.67
U.S. Bank Corporate Payment Systems	132648	05/21/2025	11,003.30
State Water Contractors	132752	05/23/2025	10,675.00
Univar Solutions USA Inc.	132637	05/13/2025	10,502.11
Pacific Gas and Electric	132736	05/23/2025	10,483.57
Stinson's	132632	05/13/2025	9,968.53
Providence Strategic Consulting Inc	132741	05/23/2025	9,239.00
Providence Strategic Consulting Inc	132624	05/13/2025	8,888.00
Brenntag Pacific Inc.	132669	05/23/2025	8,630.14
Brenntag Pacific Inc.	132585	05/13/2025	8,382.48
Empower Retirement	ACH Debit	05/07/2025	7,950.41
Pacific Gas and Electric	132716	05/23/2025	7,362.41

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount
U.S. Bank Corporate Payment Systems	132649	05/21/2025	7,195.04
Flyers Energy LLC	132600	05/13/2025	6,857.63
Northern Digital Inc	132710	05/23/2025	6,800.00
Golden State Air Charter	132601	05/13/2025	6,544.00
ECO Services Operations Corp.	132596	05/13/2025	6,508.72
Jim Burke Ford	132698	05/23/2025	6,491.38
Kern Delta Water District	132701	05/23/2025	6,363.85
Clayton, Sarah	132652	05/22/2025	6,251.48
Senator Seagate L.P.	132747	05/23/2025	6,188.07
David Bentley Finish Carpentry	132683	05/23/2025	6,049.50
Provost & Pritchard Inc.	132742	05/23/2025	5,128.40
United Rentals Inc.	132635	05/13/2025	4,742.72
Prestige Worldwide Inc.	132740	05/23/2025	4,689.00
WESCO Distribution Inc.	132766	05/23/2025	4,258.26
Meyer Civil Engineering Inc.	132706	05/23/2025	4,171.30
IRTH Solutions LLC	132694	05/23/2025	3,784.32
AT&T Mobility	132580	05/13/2025	3,755.15
Unum Life Insurance Co. of America	132639	05/13/2025	3,656.40
Turner Trans Lift Inc.	132763	05/23/2025	3,645.00
Flex-Claims	132599	05/13/2025	3,173.04
Airgas USA LLC	132661	05/23/2025	3,153.21
McCormick Landscape Service Inc.	132704	05/23/2025	2,855.00
Valley Instrument Service	132640	05/13/2025	2,853.98
Bank of New York Mellon,The	132583	05/13/2025	2,750.00
Abate-A-Weed	132570	05/13/2025	2,744.50
AT&T	132665	05/23/2025	2,520.02
Vestis	132764	05/23/2025	2,246.46
Home Depot Credit Services	132692	05/23/2025	2,209.23
Hach Company	132603	05/13/2025	2,202.58
Touch of Glass Cleaning	132758	05/23/2025	2,100.00
Wallace, Craig	132655	05/22/2025	1,931.68
Target Specialty Products	132755	05/23/2025	1,840.04
Sagaser Watkins & Wieland PC	132745	05/23/2025	1,800.00
Dale Fye DBA Developing Solutions	132682	05/23/2025	1,732.50
Bakersfield Californian, The	132667	05/23/2025	1,719.16
North Kern Water Storage District	132617	05/13/2025	1,718.60
CalNeva Water	132675	05/23/2025	1,595.00
Office Depot	132620	05/13/2025	1,386.93
Johnstone Supply	132699	05/23/2025	1,377.16
McClatchy Company LLC	132614	05/13/2025	1,321.00
TPx Communications	132759	05/23/2025	1,307.14
Idexx Distribution Corp.	132607	05/13/2025	1,241.81

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount
SEIU	132630	05/13/2025	1,177.78
Old River Grill	132568	05/08/2025	1,090.17
Vestis	132643	05/13/2025	1,089.51
Meyer Civil Engineering Inc.	132616	05/13/2025	1,000.00
Hansen's Moving & Storage Inc	132604	05/13/2025	962.50
Nomos LLP	132709	05/23/2025	898.45
City of Bakersfield	132678	05/23/2025	828.33
Silvas Oil Company Inc.	132749	05/23/2025	828.13
Clerou Tire Company Inc.	132679	05/23/2025	813.05
Absolute Windshield Repair	132659	05/23/2025	795.00
Best Best & Krieger LLP	132668	05/23/2025	740.80
UBEO	132634	05/13/2025	732.08
South Valley Biology Consulting LLC	132751	05/23/2025	720.00
Jack Davenport Sweeping Services Inc.	132695	05/23/2025	710.00
Agile Occupational Medicine	132573	05/13/2025	705.00
Railroad Management Co. LLC	132625	05/13/2025	688.00
City of Bakersfield	132592	05/13/2025	625.23
Amazon Capital Services	132574	05/13/2025	601.15
Amazon Capital Services	132662	05/23/2025	570.08
Three-Way Chevrolet	132757	05/23/2025	548.10
Industrial Shoeworks	132608	05/13/2025	539.04
Wulff,Charles W.	132656	05/22/2025	530.96
Varner Brothers Inc.	132641	05/13/2025	528.06
Sequoia Sandwich Company	132748	05/23/2025	512.50
VWR International Inc.	132644	05/13/2025	501.52
McCarthy, Thomas Daniel	132653	05/22/2025	481.49
HD Supply Formerly Home Depot Pro	132691	05/23/2025	465.65
Tehachapi News	132756	05/23/2025	464.40
Grainger	132689	05/23/2025	463.23
Sequoia Sandwich Company	132631	05/13/2025	456.00
Comcast	132595	05/13/2025	431.46
California Water Service Company	132674	05/23/2025	427.47
Personal Pest Prevention	132623	05/13/2025	407.00
Milobar, Martin	132707	05/23/2025	406.00
Secure Systems	132629	05/13/2025	402.00
Avadine	132582	05/13/2025	400.00
KBA Document Solutions LLC	132612	05/13/2025	391.64
Rain for Rent Irrigation	132743	05/23/2025	350.02
Grainger	132602	05/13/2025	343.59
Bauer,Lauren	132651	05/22/2025	311.19
Shryock, Wesley	132654	05/22/2025	306.23
Kern Machinery	132702	05/23/2025	303.04

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount
Office Depot	132713	05/23/2025	297.03
Charter Communications	132591	05/13/2025	289.76
Trinity Safety Company	132633	05/13/2025	284.85
Traffic Management Inc.	132760	05/23/2025	274.46
Colonial Life Insurance	132594	05/13/2025	273.28
VWR International Inc.	132765	05/23/2025	267.86
CoreLogic Solutions LLC	132681	05/23/2025	258.33
Verified First LLC	132642	05/13/2025	256.54
Observer Group Newspapers of Southern CA	132712	05/23/2025	250.00
Jack Davenport Sweeping Services Inc.	132609	05/13/2025	245.00
Hydraulic Controls Inc.	132693	05/23/2025	230.67
Charter Communications	132590	05/13/2025	230.00
Budget Bolt Inc.	132670	05/23/2025	229.92
Stinson's	132753	05/23/2025	221.86
WESCO Distribution Inc.	132646	05/13/2025	215.96
San Joaquin Valley Ag Water Committee	132628	05/13/2025	200.00
Anderson, Michelle	132650	05/22/2025	180.00
Car Wash Partners Inc. dba Mister Car Wash	132676	05/23/2025	176.00
Car Wash Partners Inc. dba Mister Car Wash	132588	05/13/2025	160.00
Coastline Equipment	132680	05/23/2025	157.47
B & R Tools	132666	05/23/2025	149.73
Advanced Data Storage	132572	05/13/2025	149.00
SAMBA Holdings Inc.	132627	05/13/2025	131.05
Open & Shut Enterprises	132714	05/23/2025	130.00
AT&T Mobility	132581	05/13/2025	120.22
California Water Service Company	132586	05/13/2025	117.09
California Water Service Company	132672	05/23/2025	117.09
United Site Services of CA Inc.	132636	05/13/2025	109.70
Kern County Public Works	132700	05/23/2025	109.45
Pacific Gas and Electric	132731	05/23/2025	108.23
TruckPro LLC	132762	05/23/2025	99.89
Pacific Gas and Electric	132733	05/23/2025	99.43
A-1 Battery Co.	132657	05/23/2025	96.70
Pacific Gas and Electric	132730	05/23/2025	96.54
AT&T	132577	05/13/2025	93.65
Paul Fuller and/or Gay Fuller	132622	05/13/2025	90.40
Capital Industrial Medical Supply	132587	05/13/2025	87.91
AT&T	132579	05/13/2025	82.57
McMaster-Carr Supply Co.	132615	05/13/2025	81.05
Pacific Gas and Electric	132734	05/23/2025	80.07
Ameriflex	ACH Debit	05/13/2025	80.00
AT&T	132576	05/13/2025	78.44

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount
WREGIS	132647	05/13/2025	75.00
Pacific Gas and Electric	132732	05/23/2025	73.88
FedEX	132688	05/23/2025	72.06
Pacific Gas and Electric	132735	05/23/2025	71.89
Pacific Gas and Electric	132738	05/23/2025	66.49
AT&T	132578	05/13/2025	65.68
Jerry and Keith's Inc.	132697	05/23/2025	58.76
Clerou Tire Company Inc.	132593	05/13/2025	57.53
Pacific Gas and Electric	132725	05/23/2025	56.76
Applied Technology Group Inc.	132575	05/13/2025	55.00
Applied Technology Group Inc.	132664	05/23/2025	55.00
Home Depot Credit Services	132605	05/13/2025	54.08
Pacific Gas and Electric	132718	05/23/2025	48.71
Kern Turf Supply	132613	05/13/2025	47.56
White Cap L.P.	132767	05/23/2025	46.71
Pacific Gas and Electric	132722	05/23/2025	46.47
Pacific Gas and Electric	132719	05/23/2025	44.88
Pacific Gas and Electric	132726	05/23/2025	44.88
Pacific Gas and Electric	132728	05/23/2025	41.99
Pacific Gas and Electric	132739	05/23/2025	41.99
A-1 Smog	132658	05/23/2025	41.75
Pacific Gas and Electric	132729	05/23/2025	41.57
Trinity Safety Company	132761	05/23/2025	38.15
Delta Liquid Energy	132684	05/23/2025	37.85
Unum Life Insurance Co. of America	132638	05/13/2025	37.20
Royal Industrial Solutions	132744	05/23/2025	35.17
Pacific Gas and Electric	132720	05/23/2025	35.00
FedEX	132598	05/13/2025	34.25
Kern River Power Equipment	132703	05/23/2025	32.62
Howard Supply Company LLC	132606	05/13/2025	27.44
McMaster-Carr Supply Co.	132705	05/23/2025	27.08
California Water Service Company	132673	05/23/2025	27.00
Pacific Gas and Electric	132724	05/23/2025	26.48
Jim Burke Ford	132611	05/13/2025	22.06
California Water Service Company	132671	05/23/2025	20.00
Pacific Gas and Electric	132723	05/23/2025	19.14
Pacific Gas and Electric	132721	05/23/2025	17.66
Raymond's Trophy & Awards	132626	05/13/2025	16.24
Pacific Gas and Electric	132727	05/23/2025	9.84
		Total	$ 11,242,493.32

Kern County Water Agency

Payment Summary by Amount

05/01/2025 - 05/31/2025

Payee Name	Check Number	Check Date	Amount

Legend:

County EFT (Electronic Funds Transfer)

- Transfer from the Agency account to the County General account.

ACH Debit (Automated Clearing House)

- Automatic withdrawal from the Agency's checking account by the vendor.

Wire Transfer

- Transfer from the Agency checking account to the vendor.

DRAFT

MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 4

FROM: Nick Pavletich

DATE: June 26, 2025

SUBJECT: Authorization to Participate in the California Employers' Pension Prefunding Trust Fund

Issue:
Consider participating in the California Employers' Pension Prefunding Trust Fund for the purpose of setting aside and investing money toward the unfunded liability associated with the Kern County Water Agency's employer contributions to Kern County Employees Retirement Association defined benefit pension system.

Recommended Motion:
Adopt Resolution No. 26-25 authorizing participation in the California Employers' Pension Prefunding Trust Fund for the purpose of setting aside and investing money toward the unfunded liability associated with the Kern County Water Agency's employer contributions to Kern County Employees Retirement Association defined benefit pension system; and authorizing the transfer of $5,000,000 from the General Fund into that trust fund.

Discussion:
The Kern County Water Agency (Agency) participates in Kern County Employees Retirement Association (KCERA), which acts as an investment and administrative agent for the Agency's employee pension plan. In recent years, the Agency Board of Directors (Board) and staff have discussed the unfunded liability associated with employer contributions to KCERA's defined benefit pension system. An unfunded liability represents the difference between the projected cost of future benefits and the assets allocated for their payment. The Agency's unfunded liability was calculated by an actuarial firm at $24.7 million as of June 30, 2024 (the most recent valuation).

Defined benefit plans have three funding elements, which are listed in descending order: Agency contributions, investment returns on invested assets and full-time Agency employee contributions. The Agency's current payment to KCERA includes both a regular contribution and an additional amount to reduce its unfunded liability at KCERA. KCERA anticipates that these additional contributions will fully fund the unfunded liability within a ten-year timeframe.

On April 3, 2025, Agency staff met with the Strategic Budget and Audit ad hoc committee (Committee) to develop a recommendation regarding unfunded liability. The Committee concluded the following: (1) addressing unfunded liability at this time in light of the current fiscal outlook is appropriate; (2) setting aside money for unfunded liability in an authorized trust fund would be consistent with the Board's conservative and long-term approach to responsible fiscal management; and (3) the California Employers' Pension Prefunding Trust Fund, or CEPPT, is the appropriate vehicle to set aside and invest money toward retirement unfunded liability.

The Committee is aware that participating in CEPPT represents a level of risk. CEPPT does not function like a savings account, accruing interest on deposits. Instead, CEPPT functions more like retirement systems, with a diversified portfolio (e.g., global equities, U.S. fixed income and global real estate investments, treasury inflation-protected securities and commodities).

CEPPT currently provides two options (asset allocation strategies) and has more than 101 participating employers, including 12 water districts or agencies, with more than $296 million in managed assets. CEPPT has a direct relationship with the California Public Employees' Retirement System (CalPERS). However, no comingling of funds occurs between CEPPT and CalPERS. CEPPT charges a reasonable administration fee based on what is in each employer's account and does not dictate how employers participate. How the Agency deposits and invests in CEPPT would remain at the Board's discretion. Withdrawals could be made at the Board's discretion, but no more than the amount required to pay that year's employer contributions to the Kern County Employees Retirement Association defined benefit pension system (currently about $2,750,000) can be withdrawn in any year.

If this item is approved, an initial $5,000,000 deposit will be expended from the General Fund. This was discussed and recommended by the Committee.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

PARTICIPATION IN THE *
CALIFORNIA EMPLOYERS' *
PREFUNDING PENSION TRUST FUND *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

_____
Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 26-25

WHEREAS, the Kern County Water Agency (Agency) participates in Kern County Employee Retirement Association , who acts as an investment and administrative agent for the Agency's employee pension plan; and

WHEREAS, the Agency has incurred an unfunded liability; and

WHEREAS, the Agency Board of Directors (Board) has the discretion to set aside money into an authorized trust fund toward the unfunded liability; and

WHEREAS, the Board has determined participating in the California Employers' Pension Prefunding Trust Fund (CEPPT) to deposit and invest money toward unfunded liability is appropriate at this time; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.
2. The Board President is authorized, subject to review and approval of the Strategic Budget and Audit ad hoc committee and subject to approval of General Counsel as to legal form, to execute the California Employers' Pension Prefunding Trust Program Agreement and Election of the Kern County Water Agency to Prefund Employer Contributions to a Defined Benefit Pension Plan.
3. The Board President is authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the prefunding of the Agency's pension unfunded liability through CEPPT.
4. Agency staff is directed to deposit an initial amount of $5,000,000 with CEPPT, to be transferred from the General Fund.
5. Subsequent CEPPT deposits and any withdrawals will be determined by the Board.
6. An ad hoc committee of the Board, working with Agency staff, is authorized to implement CEPPT participation, including selection of CEPPT asset allocation strategies and coordination among Agency stakeholders for deposits and accounting.
7. This resolution shall remain in effect until rescinded by the Kern County Water Agency Board of Directors.

Policy Committee

DRAFT

MEMORANDUM

20.2.1

TO: Policy Committee
Agenda Item No. 1

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Update on Delta Conveyance Activities

Issue:
Update on Delta Conveyance Activities.

Recommended Motion:
None – information only.

Discussion:
The California Department of Water Resources (DWR) certified the Final Environmental Impact Report (EIR) for the Delta Conveyance Project (DCP) on December 21, 2023. The DCP would construct a tunnel under the Sacramento-San Joaquin Delta (Delta) to deliver water from the Sacramento River to State Water Project facilities in the South Delta.

On May 16, 2024, DWR released the updated cost estimate for the DCP. The total project cost for the 6,000 cubic feet per second Bethany Reservoir Alignment is $20.12 billion in 2023 dollars.

DWR's Delta Conveyance Office is responsible for the EIR and other permitting activities and is coordinating with the Delta Conveyance Design and Construction Authority (DCA). DWR is continuing to take the next steps to pursue numerous state and federal permits for authorizations, including those required by the State Water Resources Control Board (SWB), the Delta Stewardship Council (DSC), and compliance with state and federal Endangered Species acts. The SWB hearing process started on February 18, 2025. The California Department of Fish and Wildlife signed an Incidental Take Permit for the Delta Conveyance Project on February 14, 2025. The permit addresses construction, operations, and maintenance of the project. DWR is working with the U.S. Fish and Wildlife Service and National Marine Fisheries Service to complete consultation efforts on project construction for the federal Endangered Species Act.

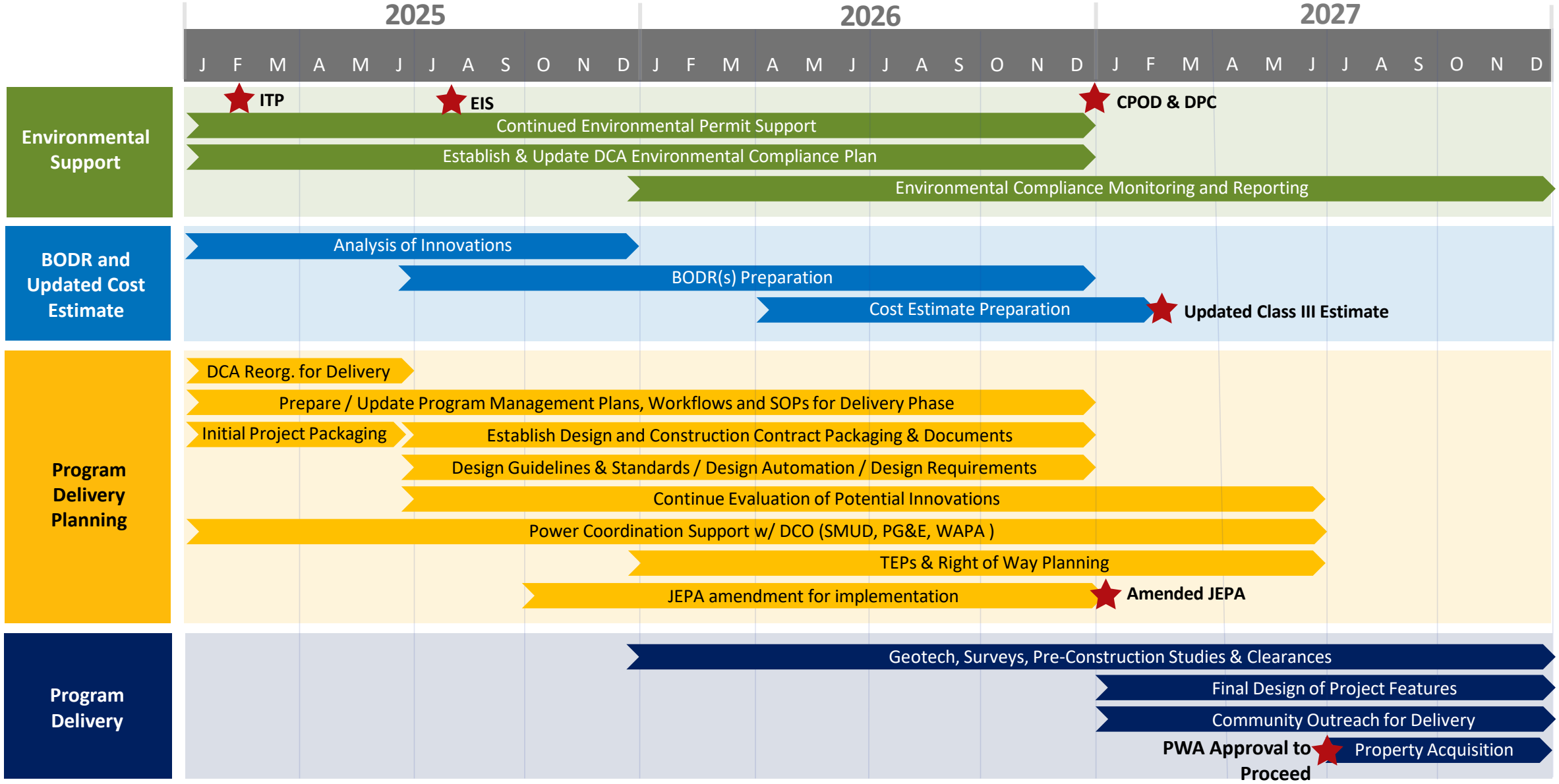
The project schedule is further described in Attachment 1. On December 16, 2022, the United States Army Corps of Engineers released the public Draft Environmental Impact Statement (EIS) for the DCP. The Final EIS is expected to be released in summer 2025.

On January 14, 2025, DWR filed a second validation action with the Sacramento County Superior Court regarding DWR's authority to issue revenue bonds to finance the planning, design, construction and other capital costs of the proposed DCP.

The DCA Board of Directors (Board) met on June 18, 2025 for a regular meeting. All regular DCA Board meetings are open to the public and are held on the third Thursday of every other month starting at 2:00 p.m.

May 2025 DCP Roadmap – Program Delivery

Attachment 1



DRAFT

MEMORANDUM

20.2.1

TO: Policy Committee
Agenda Item No. 2

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Update on Legislative Activities

Issue:
Current legislative activities in which Kern County Water Agency staff and/or consultants have been involved during the past month.

Recommended Motion:
None – information only.

Discussion:
The Bill Summary List is provided as Attachment 1.

Kern County Water Agency

Board of Directors Legislative Tracking Report

ACWA ACWA Positions as of June 9, 2025
As adopted by the ACWA State Legislative Committee
Report Prepared by: The Gualco Group, Inc.

AB 43 (Schultz D) Wild and scenic rivers.
Current Text: Introduced: 12/2/2024 html pdf
Status: 5/29/2025-Read third time. Passed. Ordered to the Senate. (Ayes 57. Noes 3.) In Senate. Read first time. To Com. on RLS. for assignment.
Location: 5/29/2025-S. RLS.
Summary: Existing law requires the Secretary of the Natural Resources Agency to take specified actions relating to the addition of rivers or segments of rivers to the state's wild and scenic rivers system if, among other things, the federal government enacts a statute that, upon enactment, would require the removal or delisting of any river or segment of a river in the state that was included in the national wild and scenic rivers system and not in the state wild and scenic rivers system. Existing law authorizes, only until December 31, 2025, the secretary to take action under these provisions to add a river or segment of a river to the state wild and scenic rivers system. Existing law requires those actions to remain in effect until December 31, 2025, except as otherwise provided. This bill would indefinitely extend the date by which the secretary is authorized to take the specified actions relating to the addition of rivers or segments of rivers to the state's wild and scenic rivers system, as described above. The bill would also indefinitely extend the date that these actions remain in effect, except as otherwise provided.

ACWA Position
Watch

AB 93 (Papan D) Water resources: demands: data centers.
Current Text: Amended: 5/5/2025 html pdf
Last Amend: 5/5/2025
Status: 5/29/2025-Read third time. Passed. Ordered to the Senate. (Ayes 51. Noes 14.) In Senate. Read

first time. To Com. on RLS. for assignment.
Location: 5/29/2025-S. RLS.
Summary: Existing law establishes the State Energy Resources Conservation and Development Commission with various responsibilities with respect to developing and implementing the state's energy policies. Existing law establishes the Department of Water Resources within the Natural Resources Agency and prescribes the powers and responsibilities of the department. This bill would require the department and the commission to develop guidelines and best practices, as specified, to maximize the use of natural resources to address the developing and emerging needs of technology in California that are consistent with urban water use objectives, as provided, and specified federal law. This bill contains other related provisions and other existing laws.

ACWA Position
Not Favor Unless Amended

AB 259 **(Rubio, Blanca D) Open meetings: local agencies: teleconferences.**
Current Text: Amended: 4/21/2025 html pdf
Last Amend: 4/21/2025
Status: 5/14/2025-Referred to Coms. on L. GOV. and JUD.
Location: 5/14/2025-S. L. GOV.
Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act authorizes the legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Existing law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Existing law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing

procedures until January 1, 2030. This bill contains other related provisions and other existing laws.

ACWA Position
Support

AB 263 **(Rogers D) Scott River: Shasta River: watersheds.**
Current Text: Amended: 6/2/2025 html pdf
Last Amend: 6/2/2025
Status: 6/2/2025-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on N.R. & W.
Location: 5/14/2025-S. N.R. & W.
Calendar: 6/10/2025 9 a.m. - 1021 O Street, Room 2100 SENATE NATURAL RESOURCES AND WATER, LIMÓN, MONIQUE, Chair
Summary: Existing law provides that an emergency regulation adopted by the State Water Resources Control Board following a Governor's proclamation of a state of emergency based on drought conditions, for which the board makes specified findings, may remain in effect for up to one year, as provided, and may be renewed if the board determines that specified conditions relating to precipitation are still in effect. This bill would provide that specified emergency regulations adopted by the board for the Scott River and Shasta River watersheds shall remain in effect until January 1, 2031, or until permanent rules establishing and implementing long-term instream flow requirements are adopted for those watersheds, whichever occurs first. This bill would make legislative findings and declarations as to the necessity of a special statute for the Scott River and Shasta River watersheds.

ACWA Position
Oppose

AB 269 **(Bennett D) Dam Safety and Climate Resilience Local Assistance Program.**
Current Text: Introduced: 1/17/2025 html pdf
Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was W.,P. & W. on 2/10/2025)(May be acted upon Jan 2026)
Location: 5/1/2025-A. 2 YEAR
Summary: Existing law provides for the regulation and supervision of dams and reservoirs by the state, and requires the Department of Water Resources, under the police power of the state, to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property, as prescribed. Existing law requires the department to, upon appropriation by the Legislature, develop and administer the Dam Safety and Climate Resilience Local Assistance Program to provide state funding for repairs, rehabilitation,

enhancements, and other dam safety projects at existing state jurisdictional dams and associated facilities that were in service prior to January 1, 2023, subject to prescribed criteria. This bill would include the removal of project facilities as additional projects eligible to receive funding under the program.

ACWA Position
Oppose

AB 293 **(Bennett D) Groundwater sustainability agency: transparency.**
Current Text: Introduced: 1/22/2025 html pdf
Status: 5/7/2025-Referred to Com. on N.R. & W.
Location: 5/7/2025-S. N.R. & W.
Calendar: 6/10/2025 9 a.m. - 1021 O Street, Room 2100 SENATE NATURAL RESOURCES AND WATER, LIMÓN, MONIQUE, Chair
Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law requires a groundwater sustainability plan to be developed and implemented for each medium- or high-priority basin by a groundwater sustainability agency. Existing law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin, as provided. Existing law requires members of the board of directors and the executive, as defined, of a groundwater sustainability agency to file statements of economic interests with the Fair Political Practices Commission using the commission's online system for filing statements of economic interests. This bill would require each groundwater sustainability agency to publish the membership of its board of directors on its internet website, or on the local agency's internet website, as provided. The bill would also require each groundwater sustainability agency to publish a link on its internet website or its local agency's internet website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed.

ACWA Position
Not Favor

AB 339 **(Ortega D) Local public employee organizations: notice requirements.**
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/3/2025-S. RLS.

Summary: Existing law, the Meyers-Milias-Brown Act, contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Existing law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Existing law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. The bill would also require the public agency, if an emergency or other exigent circumstance prevents the public agency from providing the written notice described above, to provide as much advance notice as is practicable under the circumstances. If the recognized employee organization demands to meet and confer after receiving the written notice, the bill would require the public agency and recognized employee organization to meet and confer in good faith within a reasonable time, as specified. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position
Not Favor

AB 362 **(Ramos D) Water policy: California tribal communities.**

Current Text: Amended: 4/21/2025 html pdf

Last Amend: 4/21/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Summary: The Porter-Cologne Water Quality Control Act establishes a statewide program for the control of the quality of all the waters in the state and makes certain legislative findings and declarations. Existing law defines the term "beneficial uses" for the purposes of water quality as

certain waters of the state that may be protected against quality degradation, to include, among others, domestic, municipal, agricultural, and industrial supplies. This bill would add findings and declarations related to California tribal communities, as defined, and the importance of protecting tribal water use. The bill would add tribal water uses as waters of the state that may be protected against quality degradation for purposes of the defined term "beneficial uses." The bill would require any project or regulatory program subject to approval by the State Water Quality Control Board or a regional water quality control board, within a specified environmental review, and in any findings and declarations presented for state board or a regional board approval, to describe, with both quantitative and qualitative information, how the project or regulatory program will impact tribal water uses, and would require, on or before December 1, 2026, and every 2 years thereafter, the state board to publish a report on implementation of this provision on its internet website. This bill contains other related provisions and other existing laws.

ACWA Position
Oppose Unless Amended

AB 367 **(Bennett D) Water: County of Ventura: fire suppression.**

Current Text: Amended: 5/23/2025 html pdf

Last Amend: 5/23/2025

Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/3/2025-S. RLS.

Summary: Existing law provides generally for the regulation of wells, pumping plants, conduits, and streams. Existing law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. This bill would, beginning July 1, 2027, require a water supplier that supplies water that is used for the suppression of fire in either a high or very high fire hazard severity zone to more than 20 total residential dwellings in those zones in the County of Ventura to have access to sufficient backup energy sources to operate critical wells and water pumps needed to supply water for at least 24 hours for the purpose of fire suppression in those zones, as provided. The bill would require the Ventura County Fire Department to annually inspect critical wells, water pumps, and generators, as specified. The bill would require a water supplier to take various actions, including notifying the Ventura County Office of Emergency Services within 3 business days of any reduction in its water delivery capacity that could hinder firefighting operations or significantly delay the replenishment of reservoirs. The bill would require, if any fire damages and makes uninhabitable more than 10 residential dwellings within the service area of a water supplier, a report be made by the Ventura County Fire Department in cooperation with the water supplier, as specified. By levying new requirements on the Ventura County Fire Department, this bill

would create a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position
Oppose Unless Amended

AB 372 **(Bennett D) Office of Emergency Services: state matching funds: water system infrastructure improvements.**

Current Text: Amended: 4/21/2025 html pdf

Last Amend: 4/21/2025

Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/3/2025-S. RLS.

Summary: Existing law establishes, within the office of the Governor, the Office of Emergency Services (OES), under the direction of the Director of Emergency Services. Existing law charges the OES with coordinating various emergency activities within the state. The California Emergency Services Act, contingent upon an appropriation by the Legislature, requires the OES to enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program relating to structure hardening and retrofitting and prescribed fuel modification activities. Existing law authorizes the joint powers authority to establish financial assistance limits and matching funding or other recipient contribution requirements for the program, as provided. This bill, contingent on funding being appropriated pursuant to a specified bond act, would establish the Rural Water Infrastructure for Wildfire Resilience Program within the OES for the distribution of state matching funds to urban wildland interface communities, as defined, in designated high fire hazard severity zones or very high fire hazard severity zones to improve water system infrastructure, as prescribed. The bill would require the OES to work in coordination with the Department of Water Resources, the State Water Resources Control Board, the Office of the State Fire Marshal, and other state entities as the OES determines to be appropriate, to achieve the purposes of the program. The bill would require the OES to develop criteria and a scoring methodology to prioritize the distribution of state matching funds provided under the program to rural communities based upon specified criteria.

ACWA Position
Favor

AB 404 **(Sanchez R) California Environmental Quality Act: exemption: prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects.**

Current Text: Introduced: 2/4/2025 html pdf

Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/18/2025)(May be acted upon Jan 2026)

Location: 5/1/2025-A. 2 YEAR

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing law, until January 1, 2028, except for the issuance of a permit or other permit approval, exempts from the requirements of CEQA prescribed fire, reforestation, habitat restoration, thinning, or fuel reduction projects, or related activities, undertaken, in whole or in part, on federal lands to reduce the risk of high-severity wildfire that have been reviewed under the federal National Environmental Policy Act of 1969 meeting certain requirements. Existing law requires a lead agency, if it determines that a project qualifies for the above exemption and it determines to approve or carry out the project, to file a notice of exemption with the Office of Land Use and Climate Innovation and with the county clerk in the county in which the project will be located and to post the notice of exemption on its internet website together with a description of where the documents analyzing the environmental impacts of the project under the federal act are available for review. Existing law requires the lead agency, if it is not the Department of Forestry and Fire Protection, to provide the notice of exemption and certain information to the department. This bill would extend the above exemption and requirements on the lead agency indefinitely. By extending the requirements on the lead agency, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position

Favor

AB 514 **(Petrie-Norris D) Water: emergency water supplies.**

Current Text: Amended: 5/1/2025 html pdf

Last Amend: 5/1/2025

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/14/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-A. 2 YEAR

Summary: Existing law, the Urban Water Management Planning Act, requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan. The act requires an urban water management plan to include

a water shortage contingency plan, as provided. This bill would declare that it is the established policy of the state to encourage, but not mandate, the development of emergency water supplies by both local and regional water suppliers, as defined, and to support their use during times of drought or unplanned service or supply disruption, as provided.

ACWA Position
Favor

AB 532 **(Ransom D) Water rate assistance program.**
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/4/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/4/2025-S. RLS.
Summary: Existing federal law, the Consolidated Appropriations Act, 2021, among other things, requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Existing law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. This bill contains other related provisions and other existing laws.

ACWA Position
Favor

AB 580 **(Wallis R) Surface mining: Metropolitan Water District of Southern California.**
Current Text: Amended: 3/26/2025 html pdf
Last Amend: 3/26/2025
Status: 6/4/2025-Referred to Com. on N.R. & W.
Location: 6/4/2025-S. N.R. & W.
Summary: The Surface Mining and Reclamation Act of 1975 prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by, the lead agency for the operation of the surface mining operation. Existing

law authorizes the Metropolitan Water District of Southern California (MWD) to prepare a master reclamation plan, as provided, that identifies each individual surface mining operation in specified counties and satisfies all reclamation plan requirements for each individual surface mining site. Existing law requires the State Mining and Geology Board to act as the lead agency for surface mining operations conducted by the MWD and authorizes the board to conduct an inspection of an individual surface mining operation once every 2 calendar years during a period when that individual surface mining operation is idle or the site has no mineral production. Existing law requires the MWD to be the lead agency for any environmental review of the master reclamation plan. Existing law repeals the provisions authorizing the preparation and approval of the master reclamation plan for the MWD on January 1, 2026. This bill would extend the operation of those provisions until January 1, 2051. To the extent this bill would require a local government acting as a lead agency for environmental review of the master reclamation plan to perform those additional duties for a longer period of time, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position
Favor

AB 639 **(Soria D) Dams: exceptions.**
Current Text: Amended: 3/28/2025 html pdf
Last Amend: 3/28/2025
Status: 5/7/2025-Referred to Com. on N.R. & W.
Location: 5/7/2025-S. N.R. & W.
Calendar: 6/10/2025 9 a.m. - 1021 O Street, Room 2100 SENATE NATURAL RESOURCES AND WATER, LIMÓN, MONIQUE, Chair
Summary: Existing law defines a dam to mean any artificial barrier, together with appurtenant works, that does or may impound or divert water, and meets other specified criteria. Existing law excludes from the definition a barrier that is or will be not in excess of 6 feet in height, regardless of storage capacity, or that has or will have a storage capacity not in excess of 15 acre-feet, regardless of height. Existing law requires the Department of Water Resources to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property. This bill would additionally exclude from the definition of a dam a barrier that does not impound water above the top of a levee where maximum storage behind the barrier has a minimum of 3 feet of freeboard on the levee and is a weir, as defined.

ACWA Position
Support

AB 660 (Wilson D) Planning and Zoning Law: postentitlement phase permits.
Current Text: Amended: 4/24/2025 html pdf
Last Amend: 4/24/2025
Status: 6/5/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/5/2025-S. RLS.
Summary: The Planning and Zoning Law requires a local agency, as defined, to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Existing law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. If a local agency finds that a complete application is noncompliant, existing law requires the local agency to provide the applicant with a list of items that are noncompliant and a description of how the application can be remedied by the applicant within specified time limits. Existing law requires the time limits to be tolled, if the local agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application to the local agency, as specified. This bill would prohibit the local agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review, except as specified. The bill, if a local agency finds that a complete application is noncompliant, would prohibit a local agency from requesting or requiring any action or inaction as a result of a building inspection undertaken to assess compliance with the applicable building permit standards that would represent a deviation from a previously approved building plan or similar approval for the building permit, except as specified. The bill would remove the above-described tolling requirements relating to outside entity reviews. This bill contains other related provisions and other existing laws.

ACWA Position
Watch

AB 687 (Patterson R) Forestry: timber operations: maintenance of timberlands for fuels reduction.
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/5/2025-Read third time. Passed. Ordered to the Senate. (Ayes 56. Noes 3.)
Location: 6/5/2025-S. DESK
Summary: The Z'berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to, and approved by, the Department of Forestry and Fire Protection. The act provides that any person who willfully violates any provision of the act or rule or regulation of the State Board of Forestry and Fire Protection is guilty of a misdemeanor. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the

completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would authorize up to 35 projects per year that are exclusively for noncommercial wildfire fuels reduction in timberland, less than 1,000 1,500 acres in size, and paid for in part or in whole with public funds, to prepare a timber harvesting plan to comply with CEQA. By expanding the scope of a crime, the bill would create a state-mandated local program. The bill would repeal these provisions on January 1, 2031. This bill contains other related provisions and other existing laws.

ACWA Position
Favor

AB 717 **(Aguiar-Curry D) Water rights: appropriation: small restoration use.**
Current Text: Amended: 3/10/2025 html pdf
Last Amend: 3/10/2025
Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/30/2025)(May be acted upon Jan 2026)
Location: 5/23/2025-A. 2 YEAR
Summary: Existing law, the Water Rights Permitting Reform Act of 1988, authorizes any person to obtain a right to appropriate water for a small domestic, small irrigation, or livestock stockpond use, as defined, upon registering the use with the State Water Resources Control Board, as prescribed, payment of a registration fee, and application of the water to reasonable and beneficial use with due diligence. Existing law requires a person, in registering their water use to the board, to set forth a certification that the registrant has contacted the Department of Fish and Wildlife and to include a copy of any conditions required by the department. This bill would authorize any person to also obtain a right to appropriate water for a small restoration use, as defined. The bill would also authorize a person to apply for a restoration management permit from the Department of Fish and Wildlife, as provided, and if the permit is issued, the person would be required to include a copy of any conditions required by the restoration management permit with the required certification.

ACWA Position
Watch

AB 794 **(Gabriel D) California Safe Drinking Water Act: emergency regulations.**

Current Text: Amended: 4/10/2025 html pdf
Last Amend: 4/10/2025
Status: 5/27/2025-Read second time. Ordered to third reading.
Location: 5/27/2025-A. THIRD READING
Calendar: 6/9/2025 #5 ASSEMBLY THIRD READING FILE - ASSEMBLY BILLS
Summary: Existing law, the California Safe Drinking Water Act (state act), requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. The state board's duties include, but are not limited to, enforcing the federal Safe Drinking Water Act (federal act) and adopting and enforcing regulations. Existing law authorizes the state board to adopt as an emergency regulation, a regulation that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated under the federal act, with a specified exception. This bill would provide that the authority of the state board to adopt an emergency regulation pursuant to these provisions includes the authority to adopt requirements of a specified federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent. The bill would prohibit an emergency regulation adopted pursuant to these provisions from implementing less stringent drinking water standards, as provided, and would authorize the regulation to include monitoring requirements that are more stringent than the requirements of the federal regulation. The bill would prohibit maximum contaminant levels and compliance dates for maximum contaminant levels adopted as part of an emergency regulation from being more stringent than the maximum contaminant levels and compliance dates of a regulation promulgated pursuant to the federal act. The bill would require, on or before December 31, 2026, the state board to adopt an emergency regulation and to initiate a primary drinking water standard for perfluoroalkyl and polyfluoroalkyl substances, as provided. The bill would make other changes to proceedings initiated upon the adoption of an emergency regulation to establish a public health goal and primary drinking water standards, as specified.

ACWA Position
Oppose Unless Amended

AB 810 **(Irwin D) Local government: internet websites and email addresses.**
Current Text: Amended: 4/10/2025 html pdf
Last Amend: 4/10/2025
Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/7/2025)(May be acted upon Jan 2026)
Location: 5/23/2025-A. 2 YEAR
Summary: Existing law requires that a local agency that maintains an internet website for use by the

public to ensure that the internet website uses a ".gov" top-level domain or a ".ca.gov" second-level domain no later than January 1, 2029. Existing law requires that a local agency that maintains public email addresses to ensure that each email address provided to its employees uses a ".gov" domain name or a ".ca.gov" domain name no later than January 1, 2029. Existing law defines "local agency" for these purposes as a city, county, or city and county. This bill would recast these provisions by instead requiring a city, county, or city and county to comply with the above-described domain requirements and by deleting the term "local agency" from the above-described provisions. The bill would also require a special district, joint powers authority, or other political subdivision to comply with similar domain requirements no later than January 1, 2031. The bill would allow a community college district or community college to use a ".edu" domain to satisfy these requirements, and would specify that these requirements do not apply to a K–12 public school district. By adding to the duties of local officials, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

ACWA Position
Not Favor

AB 818 **(Ávila Farías D) Permit Streamlining Act: local emergencies.**
Current Text: Amended: 4/24/2025 html pdf
Last Amend: 4/24/2025
Status: 6/4/2025-Referred to Coms. on L. GOV. and HOUSING.
Location: 6/4/2025-S. L. GOV.
Summary: Existing law, the Permit Streamlining Act, requires a public agency to determine whether an application for a development project is complete within specified time periods, as specified. The act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Existing law, the California Emergency Services Act, among other things, authorizes a local emergency to be proclaimed by the governing body of a city, county, or city and county, as specified, and grants political subdivisions various powers and authorities in periods of local emergency. This bill would require a local agency to approve or disapprove an application for a permit necessary to rebuild or repair an affected property, as defined and specified. The bill would require a local agency to approve an application, within 14 days of receipt of the application, for a construction permit for any of the specified structures intended to be used by a person until the rebuilding or repair of an affected property is complete. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. This bill contains other related provisions and other existing laws.

ACWA Position

Watch/Amend

AB 846 **(Connolly D) Endangered species: incidental take: wildfire preparedness activities.**

Current Text: Amended: 5/23/2025 html pdf

Last Amend: 5/23/2025

Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/3/2025-S. RLS.

Summary: The California Endangered Species Act prohibits the taking of an endangered, threatened, or candidate species, except as specified. Under the act, the Department of Fish and Wildlife (department) may authorize the take of listed species by certain entities through permits or memorandums of understanding for specified purposes. Existing law requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal, as provided. This bill would authorize a city, county, city and county, special district, or other local agency to submit to the department a wildfire preparedness plan to conduct wildfire preparedness activities on land designated as a fire hazard severity zone, as defined, that minimizes impacts to wildlife and habitat for candidate, threatened, and endangered species. The bill would require the wildfire preparedness plan to include, among other things, a brief description of the planned wildfire preparedness activities, the approximate dates for the activities, and a description of the candidate, endangered, and threatened species within the plan area. The bill would authorize the department to impose a fee on a local agency for the cost of reviewing a wildfire preparedness plan submitted by that local agency, as specified. The bill would require the department, if sufficient information is included in the wildfire preparedness plan for the department to determine if an incidental take permit is required, to notify the local agency within 90 days of receipt of the wildfire preparedness plan if an incidental take permit or other permit is needed, or if there are other considerations, exemptions, or streamlined pathways that the wildfire preparedness activities qualify for, including, but not limited to, the State Board of Forestry and Fire Protection's California Vegetation Treatment Program. The bill would require the department to provide the local agency, in its notification, with guidance that includes, among other things, a description of the candidate, endangered, and threatened species within the plan area and measures to avoid, minimize, and fully mitigate the take of the candidate, threatened, and endangered species, as provided. The bill would require the department, on or before July 1, 2026, to make a standard wildfire preparedness plan submission form publicly available on its internet website. The bill also would require the department, commencing January 1, 2027, to annually post on its internet website a summary of the wildfire preparedness plans submitted and include specified information in that summary.

ACWA Position

Favor

AB 874 (Ávila Farías D) Mitigation Fee Act: waiver of fees: affordable rental housing.
Current Text: Introduced: 2/19/2025 html pdf
Status: 5/1/2025-Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/10/2025)(May be acted upon Jan 2026)
Location: 5/1/2025-A. 2 YEAR
Summary: Existing law, the Mitigation Fee Act, imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. The act also regulates fees for development projects and fees for specific purposes, including water and sewer connection fees, among others. The act, among other things, requires local agencies to comply with various conditions when imposing fees, extractions, or charges as a condition of approval of a proposed development or development project. The act prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except for utility service fees, as provided. This bill would require a local agency to waive fees or charges that are collected by a local agency to fund the construction of public improvements or facilities for residential developments subject to a regulatory agreement with a public entity, as provided, that includes certain income and affordability requirements. The bill would exclude from this requirement those fees or charges, as applicable, for the construction or reconstruction of school facilities or that cover the cost of code enforcement, inspection services, or other fees collected to pay for the cost of enforcement of local ordinances or state law.

ACWA Position
Oppose Unless Amended

AB 914 (Garcia D) Air pollution: indirect sources.
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/2/2025-Ordered to inactive file at the request of Assembly Member Garcia.
Location: 6/2/2025-A. INACTIVE FILE
Summary: Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law authorizes air districts to adopt and

implement regulations to reduce or mitigate emissions from indirect sources of air pollution. Existing law authorizes an air district to adopt a schedule of fees to be assessed on indirect sources of emissions to recover the costs of district programs related to these sources. This bill would require the state board, if necessary to carry out that duty to achieve those ambient air quality standards, to adopt and enforce rules and regulations applicable to indirect sources of emissions. The bill would require the state board to establish a schedule of fees on facilities and mobile sources to cover the reasonable costs of implementing and enforcing the regulations and would require the fees to be deposited in the Air Pollution Control Fund and made available to the state board upon appropriation by the Legislature. The bill would require each air district, no later than 120 days after the adoption by the state board of indirect source regulations, to determine if the district or the state board will implement and enforce those regulations within its jurisdiction, as specified. The bill would require the state board to annually prepare a presentation on the impacts and effects of any indirect source regulations that it adopts and to post that presentation on its internet website. This bill contains other related provisions and other existing laws.

ACWA Position
Watch/Amend

AB 929 **(Connolly D) Sustainable groundwater management: managed wetlands.**
Current Text: Amended: 5/1/2025 html pdf
Last Amend: 5/1/2025
Status: 5/29/2025-Read third time. Passed. Ordered to the Senate. (Ayes 45. Noes 16.) In Senate. Read first time. To Com. on RLS. for assignment.
Location: 5/29/2025-S. RLS.
Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law defines various terms for purposes of the act. This bill would add various defined terms for purposes of the act, including the terms "managed wetland" and "small community water system." This bill contains other related provisions and other existing laws.

ACWA Position
Oppose

AB 942 **(Calderon D) Net energy metering: eligible customer-generators: tariffs.**
Current Text: Amended: 6/2/2025 html pdf
Last Amend: 6/2/2025

Status: 6/4/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/4/2025-S. RLS.

Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities are generally under the direction of their governing boards. Existing law requires each electrical utility, including each electrical corporation, local publicly owned electric utility, electrical cooperative, or other entity that offers electrical service, except as specified, to develop a standard contract or tariff that provides for net energy metering (NEM), which, among other things, compensates each eligible customer-generator, as defined, for the electricity it generated during a preceding 12-month period that exceeds the electricity supplied by the electrical utility through the electrical grid to the eligible customer-generator during that same period, as provided. Existing law requires each electrical utility to make the contract or tariff available to eligible customer-generators, upon request, on a first-come-first-served basis until the time that the total rated generating capacity used by those eligible customer-generators exceeds 5% of the electrical utility's aggregate customer peak demand, except as specified. This contract or tariff is commonly known as NEM 1.0. Existing law requires the commission to develop an additional standard contract or tariff, which may include NEM, for eligible customer-generators that are customers of large electrical corporations, as defined. Existing law requires each large electrical corporation to offer this standard contract or tariff to its eligible customer-generators beginning July 1, 2017, or before that date if ordered to do so by the commission because it has reached the above-mentioned 5% NEM 1.0 program limit, and prohibits limiting the amount of generating capacity or the number of new eligible customer-generators entitled to receive service pursuant to this standard contract or tariff, as specified. This contract or tariff is commonly known as NEM 2.0. Existing law authorizes the commission to revise the standard contract or tariff as appropriate to achieve specified objectives. Pursuant to its authority, the commission adopted Decision 22-12-056 (December 19, 2022), commonly known as the net billing tariff, that creates a successor tariff to the NEM 1.0 and 2.0 tariffs and includes specified elements, including, among other things, retail export compensation rates based on hourly avoided cost calculator values averaged across days in a month, as specified, and an avoided cost calculator plus adder, based on cents per kilowatt-hour exported, available during the first 5 years of the successor tariff, as specified, known as the avoided cost calculator plus glide path. This bill would, on and after January 1, 2026, for a large electrical corporation customer that becomes a new eligible customer-generator by purchasing real property that contains a renewable electrical generation facility upon which a prior eligible customer-generator took service, require the new eligible customer-generator to take service under the then-current applicable tariff adopted by the commission after December 1, 2022, disqualify the new eligible customer-generator from eligibility for the avoided cost calculator plus glide path, as specified, and require the new eligible customer-generator to pay all nonbypassable charges that are applicable to customers that are not eligible customer-generators. This bill contains other related provisions and other existing laws.

ACWA Position
Not Favor Unless
Amended

AB 1096 **(Connolly D) Water: schoolsites: lead testing.**
Current Text: Amended: 4/7/2025 html pdf
Last Amend: 4/7/2025
Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/3/2025-S. RLS.
Summary: Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing federal regulations require community water systems to contact all schools and childcare facilities, as defined, to provide information about the health risks from lead in drinking water and of eligibility to be sampled for lead by the water system. Existing federal regulations require a community water system to report to the state annually on the notification of eligibility and sampling for lead, and information regarding the number and names of schools and childcare facilities served by the water system, those sampled in the previous year, the facilities that declined sampling, facilities that did not respond to outreach attempts for sampling, and information pertaining to those outreach attempts for sampling. Existing law makes it a crime to knowingly make any false statement or representation in any application, record, report, or other document submitted, maintained, or used for purposes of compliance with this act. This bill would require, on or before June 1, 2026, the state board to adopt regulations consistent with the above-described regulations. The bill would authorize the state board to adopt regulations to implement the provision as emergency regulations. The bill would also require, on or before June 30, 2028, the state board to make the information submitted by community water systems, pursuant to the above-described regulations, publicly available on its internet website, including, among other things, the number and names of schools and childcare facilities served by the water system and the number and names of schools and childcare facilities sampled in the previous year. The bill would also require community water systems to provide elementary schools and childcare facilities that decline lead testing with the opportunity to indicate if they are declining for one or more reasons specified by the state board and to report information collected regarding that decline to the state board. Because knowingly making a false statement or representation in that report would be a crime under the California Safe Drinking Water Act, the bill would impose a state-mandated local program by expanding the scope of a crime.

ACWA Position
Watch/Amend

AB 1146 **(Papan D) Water infrastructure: dams and reservoirs: water release: false pretenses.**

Current Text: Amended: 5/1/2025 html pdf
Last Amend: 5/1/2025
Status: 6/5/2025-Read third time. Passed. Ordered to the Senate. (Ayes 55. Noes 17.)
Location: 6/5/2025-S. DESK
Summary: Existing law provides for the regulation and supervision of dams and reservoirs exclusively by the state. This bill would prohibit the release of stored water from a reservoir in this state if the release is done under false pretenses, which the bill would define to mean a release of water from a reservoir in a manner that is knowingly, designedly, and intentionally under any false or fraudulent representation as to the purpose and intended use of the water. The bill would authorize the State Water Resources Control Board to issue an interim relief order, as specified, to a reservoir operator to prohibit the release of stored water in violation of the above-described prohibition. The bill would authorize the board to commence an interim relief proceeding on its own motion. The bill would make any person who violates these provisions civilly liable in an amount not to exceed $10,000 for each day in which the violation occurs. The bill would also require these penalties to apply to the United States to the extent authorized under federal law, as specified.

ACWA Position
Oppose

AB 1313 **(Papan D) Water quality: permits.**
Current Text: Amended: 5/27/2025 html pdf
Last Amend: 5/27/2025
Status: 6/4/2025-Ordered to inactive file at the request of Assembly Member Papan.
Location: 6/4/2025-A. INACTIVE FILE
Summary: Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system (NPDES) permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Existing law requires each regional board to formulate and adopt water quality control plans for all areas within the region, as provided. The bill would require the state board, after making the necessary residual designation authority findings, to establish a statewide commercial, industrial, and institutional NPDES order for properties with 5 acres or more of impervious surface, as provided. The bill would require the state board to publish a draft order of the statewide order for public comment on or before December 31, 2028, or 18 months after the reissuance of a specified statewide permit, as specified. The bill would require the state board to contemporaneously establish rules for offsite compliance agreements to issue with the publication of the draft statewide order for public comment that details the necessary components of an agreement between commercial, industrial, and institutional permittees and local municipalities for achieving offsite stormwater capture and use

within the adopted final statewide commercial, industrial, and institutional NPDES order. The bill would require the NPDES order to include multiple compliance options for discharges to select and comply with to be deemed in compliance with applicable water quality based effluent limitations, including, but not limited to, compliance options incentivizing green infrastructure onsite or offsite stormwater capture and use.

ACWA Position
Not Favor Unless Amended

AB 1319 **(Schultz D) Protected species: California Endangered Species Act.**
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/3/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/3/2025-S. RLS.
Summary: Existing law makes it unlawful to take a bird, mammal, fish, reptile, or amphibian, except as authorized by law. This bill would make it unlawful for a person in California to transport, sell, offer for sale, possess with the intent to sell, receive, acquire, or purchase any fish, wildlife, or plant that was taken, possessed, transported, or sold in violation of any statute of the United States with regard to national or international trade of fish, wildlife, or plants in effect on January 19, 2025. The bill would make these provisions inoperative on December 31, 2031, and would repeal them on January 1, 2032.

ACWA Position
Oppose Unless Amended

AB 1373 **(Soria D) Water quality: state certification.**
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/4/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/4/2025-S. RLS.
Summary: Under existing law, the State Water Resources Control Board and the California regional water quality control boards prescribe waste discharge requirements in accordance with the Federal Water Pollution Control Act and the Porter-Cologne Water Quality Control Act. The Porter-Cologne Water Quality Control Act authorizes the state board to certify or provide a statement to a federal agency, as required pursuant to federal law, that there is reasonable assurance that an activity of any person subject to the jurisdiction of the state board will not reduce water quality below applicable standards. The federal act provides that if a state fails or refuses to act on a request for this

certification within a reasonable period of time, which shall not exceed one year after receipt of the request, then the state certification requirements are waived with respect to the federal application. This bill would require the state board, if requested by the applicant within 14 days of an initial draft certification being issued, to hold a public hearing at least 21 days before taking action on an application for certification for a license to operate a hydroelectric facility. The bill would, if a public hearing is requested on the draft certification, prohibit the authority to issue a certification for a license to operate a hydroelectric facility from being delegated. The bill would authorize the state board to include in its fee schedule for hydroelectric facility applicants an amount up to the reasonable costs incurred by the state board in implementing these provisions.

ACWA Position
Favor

AB 1413 **(Papan D) Sustainable Groundwater Management Act: groundwater adjudication.**
Current Text: Amended: 4/10/2025 html pdf
Last Amend: 4/10/2025
Status: 6/4/2025-In Senate. Read first time. To Com. on RLS. for assignment.
Location: 6/4/2025-S. RLS.
Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law requires the department to periodically review the groundwater sustainability plans developed by groundwater sustainability agencies pursuant to the act to evaluate whether a plan conforms with specified laws and is likely to achieve the sustainability goal for the basin covered by the plan. Existing law authorizes a groundwater sustainability agency that adopts a groundwater sustainability plan to file a court action to determine the validity of the plan no sooner than 180 days following the adoption of the plan, as provided. This bill would instead authorize groundwater sustainability agencies to file those actions within 180 days following the adoption of the plan. This bill contains other related provisions and other existing laws.

ACWA Position
Not Favor Unless Amended

AB 1466 **(Hart D) Groundwater adjudication: burden of proof.**
Current Text: Amended: 4/1/2025 html pdf
Last Amend: 4/1/2025
Status: 6/5/2025-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 6/5/2025-S. RLS.

Summary: Existing law, the Sustainable Groundwater Management Act, requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Existing law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Existing law establishes various methods and procedures for a comprehensive adjudication of groundwater rights in civil court. Generally, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that the party is asserting, except as specified. This bill would provide that in any action to adjudicate groundwater rights, as provided, if a party to the action is seeking judicial review of an action taken by a groundwater sustainability agency pursuant to a groundwater sustainability plan that has been approved by the department, that party has the burden of proof using substantial evidence standard of review. The bill would require the court to, in any adjudication in a basin where one or more groundwater sustainability agencies have adopted a groundwater sustainability plan that has been approved by the department, request that the groundwater sustainability agency provide a technical report that, at a minimum, quantifies and describes the groundwater use of parties that have not otherwise appeared before the court, as provided. The bill would provide for the payment or reimbursement of costs related to the technical report, as provided. The bill would provide that the technical report shall be prima facie evidence of the physical facts found in the report, as provided. This bill contains other existing laws.

ACWA Position
Not Favor Unless Amended

SB 31 **(McNerney D) Water quality: recycled water.**

Current Text: Amended: 5/12/2025 html pdf

Last Amend: 5/12/2025

Status: 6/5/2025-Referred to Coms. on W. P., & W. and E.S & T.M.

Location: 6/5/2025-A. W.,P. & W.

Summary: The Water Recycling Law generally provides for the use of recycled water. Existing law requires any person who, without regard to intent or negligence, causes or permits an unauthorized discharge of 50,000 gallons or more of recycled water in or on any waters of the state to immediately notify the appropriate regional water board. This bill would, for the purposes of the above provision, redefine "recycled water" and provide that water discharged from a decorative body of water during storm events is not to be considered an unauthorized discharge if recycled water was used to restore

levels due to evaporation. This bill contains other related provisions and other existing laws.

ACWA Position
Favor

SB 72 **(Caballero D) The California Water Plan: long-term supply targets.**
Current Text: Amended: 4/10/2025 html pdf
Last Amend: 4/10/2025
Status: 6/4/2025-In Assembly. Read first time. Held at Desk.
Location: 6/3/2025-A. DESK
Summary: Existing law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Existing law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Existing law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for all beneficial uses, including, but not limited to, urban uses, agricultural uses, tribal uses, and the environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs, benefits, and impacts of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. The bill would require the department to report to the Legislature the amendments, supplements, and additions included in the updates of the plan, together with a summary of the department's conclusions and recommendations, in the session in which the updated plan is issued. The bill would also require the department to conduct public workshops to give interested parties an opportunity to comment on the plan.

ACWA Position
Support

SB 88 **(Caballero D) Air resources: carbon emissions: biomass.**
Current Text: Amended: 5/23/2025 html pdf

Last Amend: 5/23/2025
Status: 6/3/2025-In Assembly. Read first time. Held at Desk.
Location: 6/2/2025-A. DESK
Summary: The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill would require the state board, on or before January 1, 2027, to finalize the standardized system described above. The bill would require the state board, on or before January 1, 2028, to adopt a method of quantification of the life-cycle emissions from alternative uses of forest and agricultural biomass residues. The bill would require the state board, on or before January 1, 2028, to include in the next scoping plan update a strategy to support beneficial carbon removal products, including, but not limited to, biochar, that are generated from agricultural or forest biomass resources. This bill contains other related provisions and other existing laws.

ACWA Position
Favor

SB 223 **(Alvarado-Gil R) The Wildfire Smoke and Health Outcomes Data Act.**
Current Text: Amended: 4/24/2025 html pdf
Last Amend: 4/24/2025
Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/5/2025)(May be acted upon Jan 2026)
Location: 5/23/2025-S. 2 YEAR
Summary: Existing law establishes the State Department of Public Health and sets forth its powers and duties pertaining to, among other things, protecting, preserving, and advancing public health. Existing law requires the department, in consultation with specified stakeholders, to develop a plan, addressing specified issues, with recommendations and guidelines for counties to use in the case of a significant air quality event caused by wildfires or other sources. This bill, the Wildfire Smoke and Health Outcomes Data Act, would require the State Department of Public Health, in consultation with the Department of Forestry and Fire Protection and the Wildfire and Forest Resilience Task Force, to create, operate, and maintain a statewide integrated wildfire smoke and health data platform on or before July 1, 2028, that, among other things, would integrate wildfire smoke and health data from multiple databases. Under the bill, the purposes for the data platform would include providing adequate information to understand the negative health impacts on California's population caused by wildfire smoke and evaluating the effectiveness of investments in forest health and wildfire mitigation

on health outcomes in California. This bill would require the State Department of Public Health, in consultation with the Department of Forestry and Fire Protection and the Wildfire and Forest Resilience Task Force, to develop, among other things, protocols for data sharing, documentation, quality control, and promotion of open-source platforms and decision support tools related to wildfire smoke and health data. This bill contains other related provisions.

ACWA Position
Favor

SB 239 **(Arreguín D) Open meetings: teleconferencing: subsidiary body.**
Current Text: Amended: 4/7/2025 html pdf
Last Amend: 4/7/2025
Status: 6/3/2025-Ordered to inactive file on request of Senator Arreguín.
Location: 6/3/2025-S. INACTIVE FILE
Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Existing law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified.

ACWA Position
Favor

SB 350 **(Durazo D) Water Rate Assistance Program.**
Current Text: Amended: 5/7/2025 html pdf

Last Amend: 5/7/2025
Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/12/2025)(May be acted upon Jan 2026)
Location: 5/23/2025-S. 2 YEAR
Summary: Existing law requires the State Water Resources Control Board to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program. Existing law requires the plan to include, among other things, a description of the method for collecting moneys to support and implement the program and a description of the method for determining the amount of moneys that may need to be collected from water ratepayers to fund the program. This bill would establish the Water Rate Assistance Program. As part of the program, the bill would establish the Water Rate Assistance Fund in the State Treasury, available upon appropriation by the Legislature, to provide water affordability assistance, for both residential water and wastewater services, to low-income residential ratepayers, as specified. The bill would require the state board to take various actions in administering the fund, including, among other things, tracking and managing revenue in the fund separately from all other revenue. The bill would require the state board, in consultation with relevant agencies and after a public hearing, to adopt guidelines for implementation of the program and to adopt an annual report to be posted on the state board's internet website identifying how the fund has performed, as specified. The bill would require the guidelines to include minimum requirements for eligible systems, including the ability to confirm eligibility for enrollment through a request for self-certification of eligibility under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the state board to take various actions in administering the program, including, but not limited to, providing guidance, oversight, and funding for low-income rate assistance for residential ratepayers of eligible systems. The bill would authorize the Attorney General, at the request of the state board, to bring an action in state court to restrain the use of any method, act, or practice in violation of these provisions, except as provided.

ACWA Position
Oppose Unless Amended

SB 394 **(Allen D) Water theft: fire hydrants.**
Current Text: Introduced: 2/14/2025 html pdf
Status: 6/5/2025-Referred to Coms. on L. GOV. and JUD.
Location: 6/5/2025-A. L. GOV.
Calendar: 6/18/2025 1:30 p.m. - State Capitol, Room 447 ASSEMBLY LOCAL GOVERNMENT, CARRILLO, JUAN, Chair
Summary: Existing law authorizes a utility to bring a civil action for damages against any person who

commits, authorizes, solicits, aids, abets, or attempts certain acts, including, diverting or causing to be diverted, utility services by any means whatsoever. Existing law creates a rebuttable presumption that there is violation of these provisions if, on premises controlled by the customer or by the person using or receiving the direct benefit of utility service, certain actions occur, including that there is an instrument, apparatus, or device primarily designed to be used to obtain utility service without paying the full lawful charge for the utility. This bill would add to the list of acts for which a utility may bring a civil cause of action under these circumstances to include tampering with a fire hydrant, fire hydrant meter, or fire detector check, or diverting water, or causing water to be diverted, from a fire hydrant with knowledge of, or reason to believe, that the diversion or unauthorized connection existed at the time of use for nonfirefighting purposes or without authorization from the appropriate water system or fire department. The bill would also expand the rebuttable presumption for a violation of these provisions to include, among other things, if a person tampers with or uses a fire hydrant, fire hydrant meter, or fire detector check without authorization to obtain water and without paying the full lawful charge of the water. This bill contains other related provisions and other existing laws.

ACWA Position
Sponsor/Support

SB 454 **(McNerney D) State Water Resources Control Board: PFAS Mitigation Program.**
Current Text: Amended: 5/23/2025 html pdf
Last Amend: 5/23/2025
Status: 6/5/2025-Referred to Com. on E.S & T.M.
Location: 6/5/2025-A. E.S. & T.M.
Summary: Existing law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill, which would become operative upon an appropriation by the Legislature, would enact a PFAS mitigation program. As part of that program, the bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out and deposit nonstate, federal, and private funds, require those funds to be deposited into the PFAS Mitigation Fund, and continuously appropriate the nonstate, federal, and private funds in the fund to the state board for specified purposes. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking water to meet the applicable state and federal maximum

perfluoroalkyl and polyfluoroalkyl substances (PFAS) contaminant levels. The bill would require a water supplier or sewer system provider to include a clear and definite purpose for how the funds will be used to provide public benefits to their community related to safe drinking water, recycled water, or treated wastewater in order to be eligible to receive funds. The bill would require the state board to adopt guidelines to implement these provisions, as provided.

ACWA Position
Sponsor/Support

SB 466 **(Caballero D) Drinking water: hexavalent chromium: civil liability: exemption.**
Current Text: Amended: 5/21/2025 html pdf
Last Amend: 5/21/2025
Status: 6/5/2025-Referred to Coms. on E.S & T.M. and JUD.
Location: 6/5/2025-A. E.S. & T.M.
Summary: The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various duties and responsibilities for the regulation and control of drinking water in the State of California. The act requires the state board to adopt primary drinking water standards for contaminants in drinking water based upon specified criteria, and requires a primary drinking water standard to be established for hexavalent chromium. Existing law authorizes the state board to grant a variance from primary drinking water standards to a public water system. This bill would prohibit a public water system that meets the total chromium maximum containment level (MCL) enforceable standard for drinking water in California from being held liable in any civil action brought by an individual or entity that is not a governmental agency related to hexavalent chromium in drinking water while implementing and in compliance with a state board-approved hexavalent chromium MCL compliance plan, or during the period between when it has submitted a hexavalent chromium MCL compliance plan for approval to the state board and action on the proposed compliance plan by the state board is pending, except as specified.

ACWA Position
Support

SB 598 **(Durazo D) Public contracts: local water infrastructure projects: Construction Manager/General Contractor project delivery method.**
Current Text: Amended: 3/24/2025 html pdf
Last Amend: 3/24/2025
Status: 5/19/2025-Referred to Com. on L. GOV.
Location: 5/19/2025-A. L. GOV.
Summary: Current law defines the Construction Manager/General Contractor project delivery method

(CM/GC method) as a project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of a project and construction services during the construction phase of the project. Under existing law, the method allows the contract for construction services to be entered into at the same time as the contract for preconstruction services or at a later time. Existing law authorizes the Metropolitan Water District of Southern California to utilize the CM/GC method for regional recycled water projects or other water infrastructure projects under specified conditions. Pursuant to existing law, certain information required to be submitted as part of the CM/GC method is required to be verified under oath. Existing law makes the provisions described above pertaining to the CM/GC method effective only until January 1, 2028, and inoperative as of that date.This bill would, until January 1, 2031, authorize a local agency, as defined, upon approval of its governing body, to similarly use the CM/GC method for a regional recycled water project or other water infrastructure project undertaken by the district to alleviate water supply shortages attributable to drought or climate change.

ACWA Position
Favor

SB 599 **(Caballero D) Atmospheric rivers: research: forecasting methods: experimental tools.**
Current Text: Amended: 4/24/2025 html pdf
Last Amend: 4/24/2025
Status: 6/5/2025-Referred to Com. on W. P., & W.
Location: 6/5/2025-A. W.,P. & W.
Summary: Existing law establishes the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program in the Department of Water Resources. Existing law requires the department to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. Existing law requires the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions. This bill would, for novel forecasting methods researched, developed, and implemented by the department, require the department to include the use of experimental tools that produce seasonal and subseasonal atmospheric river forecasts, as defined.

ACWA Position
Favor

SB 601 **(Allen D) Water: waste discharge.**
Current Text: Amended: 5/23/2025 html pdf

Last Amend: 5/23/2025
Status: 6/5/2025-In Assembly. Read first time. Held at Desk.
Location: 6/4/2025-A. DESK
Summary: (1)Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the National Pollutant Discharge Elimination System (NPDES) permit program. Under the act, the State Water Resources Control Board is authorized to adopt water quality control plans for waters for which quality standards are required by the federal Clean Water Act, as specified, and that in the event of a conflict, those plans supersede regional water quality control plans for the same waters. This bill would delete the limitation on the state board's authorization, and instead would authorize the state board to adopt water quality control plans for any waters of the state, which would include nexus waters, which the bill would define as all waters of the state that are not also navigable, except as specified. The bill would require any water quality standard applicable to nexus waters, which was submitted to, and approved by, or is awaiting approval by, the United States Environmental Protection Agency or the state board as of January 19, 2025, to remain in effect, except where the state board, regional board, or United States Environmental Protection Agency adopts a more stringent standard. The bill would require the state board and regional boards to include nexus waters in all processes pursuant to the federal Clean Water Act, including, but not limited to, the California Integrated Report and the establishment of total maximum daily loads, as specified.

ACWA Position
Oppose

SB 650 **(Cabaldon D) The Sacramento-San Joaquin Delta Reform Act of 2009.**
Current Text: Amended: 4/9/2025 html pdf
Status: 5/29/2025-Referred to Coms. on W. P., & W. and JUD.
Location: 5/29/2025-A. W.,P. & W.
Summary: Existing law, the Sacramento-San Joaquin Delta Reform Act of 2009, provides that it is the intent of the Legislature to provide for the sustainable management of the Sacramento-San Joaquin Delta ecosystem, to provide for a more reliable water supply for the state, to protect and enhance the quality of water supply from the Delta, as defined, and to establish a governance structure that will direct efforts across state agencies to develop a legally enforceable Delta Plan. This bill would make the provisions of the Delta Plan severable.

ACWA Position
Favor

SB 654 (Stern D) California Environmental Protection Agency: contract: registry: greenhouse gas emissions that result from the water-energy nexus.

Current Text: Introduced: 2/20/2025 html pdf

Status: 5/23/2025-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/21/2025)(May be acted upon Jan 2026)

Location: 5/23/2025-S. 2 YEAR

Summary: Existing law establishes the California Environmental Protection Agency in state government and requires the agency to oversee the development of a registry for greenhouse gas emissions that result from the water-energy nexus using the best available data. Existing law provides that participation in the registry is voluntary and open to any entity conducting business in the state. Existing law authorizes the agency to enter into a contract with a qualified nonprofit organization to do specified things, including to recruit broad participation in the registry from all economic sectors and regions of the state. Existing law limits the term of the term of the contract to 3 years, except as provided. This bill would instead require the agency to oversee the administration of the above-described registry and would authorize the agency to enter into a new contract, limited to a term of 3 years and with a total budget of $2,000,000, to do specified things, including to recruit broad participation in the registry from all economic sectors and regions of the state to meet the different needs of water users throughout the state by various means, as provided.

ACWA Position
Favor

SB 682 (Allen D) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: Amended: 5/23/2025 html pdf

Status: 6/4/2025-In Assembly. Read first time. Held at Desk.

Location: 6/3/2025-A. DESK

Summary: (1)Existing law requires the Department of Toxic Substances Control, on or before January 1, 2029, to adopt regulations to enforce specified covered perfluoroalkyl and polyfluoroalkyl substances (PFAS) restrictions, which include prohibitions on the distribution, sale, or offering for sale of certain products that contain specified levels of PFAS. Existing law requires the department, on and after July 1, 2030, to enforce and ensure compliance with those provisions and regulations, as provided. Existing law requires manufacturers of these products, on or before July 1, 2029, to register with the department, to pay a registration fee to the department, and to provide a statement of compliance certifying compliance with the applicable prohibitions on the use of PFAS to the department, as specified. Existing law authorizes the department to test products and to rely on third-party testing to determine compliance with prohibitions on the use of PFAS, as specified. Existing law requires the department to issue a notice of violation for a product in violation of the prohibitions on the use of PFAS, as provided. Existing law authorizes the department to assess an

administrative penalty for a violation of these prohibitions and authorizes the department to seek an injunction to restrain a person or entity from violating these prohibitions, as specified. This bill would, on and after January 1, 2027, prohibit a person from distributing, selling, or offering for sale a cleaning product, cookware, dental floss, juvenile product, food packaging, or ski wax, as provided, that contains intentionally added PFAS, as defined, except for previously used products and as otherwise preempted by federal law.

ACWA Position
Favor

SB 695 **(Cortese D) Transportation: climate resiliency: projects of statewide and regional significance.**
Current Text: Amended: 3/26/2025 html pdf
Status: 6/5/2025-Referred to Com. on TRANS.
Location: 6/5/2025-A. TRANS.
Summary: Existing law establishes the State Transportation Infrastructure Climate Adaptation Program, administered by the Department of Transportation, for purposes of planning, developing, and implementing projects adapting state transportation infrastructure to climate change. Existing law requires the department, in consultation with, among others, the Transportation Agency and the California Transportation Commission, to develop a program of its top priority climate adaptation projects and to submit projects in this program to the commission for adoption. Existing law requires the department, in developing the program of projects, to consider specified criteria, including, but not limited to, the benefits of the project to preserving or enhancing regional or statewide mobility, economy, goods movement, and safety, and other benefits associated with protecting the asset. This bill would require the department, in consultation with the commission and the agency, and on or before July 1, 2026, and annually thereafter, to create a prioritized list of projects of statewide and regional significance, as defined, to better prepare the state for extreme weather-related events, with priority based on specified criteria. The bill would require the department, on or before January 1, 2027, and annually thereafter, to submit to the Legislature a report containing the prioritized list of projects.

ACWA Position
Favor

SB 697 **(Laird D) Determination of water rights: stream system.**
Current Text: Amended: 5/1/2025 html pdf
Last Amend: 5/1/2025
Status: 6/5/2025-Referred to Coms. on W. P., & W. and JUD.
Location: 6/5/2025-A. W.,P. & W.

Summary: Existing law authorizes the State Water Resources Control Board to hold proceedings to determine all rights to water of a stream system whether based upon appropriation, riparian right, or other basis of right. Existing law provides various requirements for the board when determining adjudication of water rights, including, among other things, performing a detailed field investigation of a stream system, as defined, issuing an order of determination, providing notice and a hearing process, and filing a final order. This bill would revise the above-described provisions regarding the board's statutory adjudication of water rights during an investigation of a stream system to, among other things, require representatives of the board to investigate in detail the use of water with the authority, but no requirement, to conduct a field investigation, authorize the board, if the board determines that the information provided by the person, as specified, is inadequate, to issue information orders that require claimants to submit reports of water use from the stream system through a form provided by the board, and require claimants to respond to that order within 75 days of the date of issuance by the board. This bill contains other existing laws.

ACWA Position
Watch

SB 724 **(Richardson D) Public housing: lead testing.**
Current Text: Amended: 5/5/2025 html pdf
Last Amend: 5/5/2025
Status: 6/5/2025-Referred to Coms. on E.S & T.M. and H. & C.D.
Location: 6/5/2025-A. E.S. & T.M.
Summary: Existing law prohibits a person from using any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption, except when necessary for the repair of leaded joints of cast iron pipes. Existing law requires a community water system to compile an inventory of known lead user service lines in use in its distribution system and identify areas that may have lead user service lines in use in its distribution system, as provided. This bill would require the owner of a public housing unit that is owned or managed by a city, county, city and county, or city, county, or city and county housing authority, to provide information to the residents of the public housing unit regarding any applicable existing program that offers free testing of the water for lead. Because a local government would be required to provide a higher level of service by implementing its provisions, this bill would impose a state-mandated local program. This bill contains other existing laws.

ACWA Position
Watch/Amend

Water Resources Committee

DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 1

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Report of the Water Resources Manager

Issue:
Report on the Kern Fan banking projects bank accounts.

Recommended Motion:
None – information only.

Discussion:
The Kern County Water Agency's estimated summary of the Kern Fan banking projects bank and overdraft corrections accounts are provided as Attachments 1 and 2.

Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of May 31, 2025

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2024	Estimated Balance as of May 31, 2025					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank [1]	Total
Buena Vista WSD	72,219	60,864	0	60,864	0	11,355	72,219
Henry Miller WD	90,206	63,106	375	63,481	2,584	24,141	90,206
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553	55,030
Kern Delta WD	99,581	72,117	409	72,526	2,026	25,029	99,581
Rosedale-Rio Bravo WSD	229,189	171,500	5,120	176,620	3,220	49,349	229,189
Total	546,225	402,943	13,025	415,968	7,830	122,427	546,225

[1] Does not include purchase of 2011 4% reserve water.

Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of May 31, 2025

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2024	Estimated Balance as of May 31, 2025					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	99,076	90,836	6,752	97,588	4,091	0	101,679
Berrenda Mesa WD	108,485	70,576	5,093	75,669	33,966	0	109,635
Buena Vista WSD	44,154	42,065	2,678	44,743	0	12	44,755
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	37,386	0	0	0	0	44,058	44,058
Henry Miller WD	18,181	18,181	0	18,181	0	0	18,181
Improvement District No. 4	243,891	46,028	9,661	55,689	0	188,202	243,891
Kern County Water Agency	191,412	109,255	60,700	169,955	3,499	17,958	191,412
Kern Delta WD	31,954	31,954	0	31,954	0	0	31,954
Lost Hills WD	95,341	69,859	22,683	92,542	3,394	0	95,936
Rosedale-Rio Bravo WSD	42,313	42,313	0	42,313	0	0	42,313
Semitropic WSD	261,931	28,239	169	28,408	0	240,200	268,608
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	64,610	2,552	1,289	3,841	0	60,769	64,610
Westside Mutual Water Co.	500,639	0	0	0	0	500,639	500,639
Wheeler Ridge-Maricopa WSD	252,704	26,620	6,522	33,142	5,743	215,726	254,611
Total	1,997,897	578,478	115,547	694,025	50,693	1,273,384	2,018,102

DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 2

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Report on the State Water Contractors Board Meeting

Issue:
Report on June 18, 2025 regular meeting of the State Water Contractors Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The agenda and action items for the June 18, 2025 regular meeting of the State Water Contractors Board of Directors is provided as Attachment 1.

STATE WATER CONTRACTORS
BOARD OF DIRECTORS MEETING
JUNE 18, 2025
9:15 a.m.

In-Person Attendance:
Delta Conveyance Design and Construction Authority Board Room
980 9th Street, 1st Floor

Join Zoom Meeting
https://zoom.us/j/97794625292?pwd=OVZCZHA0NlM2RUNBd3F4UGkwUE9nUT09
Meeting ID: 977 9462 5292
Passcode: 617495

Via Teleconference: +1 669 444 9171
Meeting ID: 977 9462 5292
Passcode: 617495
One Tap Mobile: +16694449171,,97794625292#,,,,*617495#

AGENDA

1) **REVISIONS TO AGENDA** **9:15**

2) **CONSENT CALENDAR** **9:15**

3) **BUSINESS PROCESSES OBJECTIVES UPDATE:** Theresa Lightle and Julie Ramsay (supplemental package) **9:20**

4) **SWP EXECUTIVE REPORT UPDATE:** John Yarbrough **9:40**

5) **GETTING TO KNOW YOUR CONTRACTOR-NAPA:** Chris Silke **10:00**

6) **SWP OPERATIONS REPORT:** **10:30**
   a. **Water Operations -** Tracy Hinojosa (supplemental package)
   b. **Water Quality -** Daniel Wisheropp (supplemental package)
   c. **Power** – the written report is included in the Board package

7) **BOARD ACTIONS:** Jennifer Pierre **10:40**

8) **GENERAL MANAGER'S REPORT:** Jennifer Pierre **10:50**

9) **COMMITTEE REPORT:** **11:00**
   a. **Audit Finance** - the written report is included in the supplemental package
   b. **Energy** - the written report is included in the Board package

10) **SCIENCE REPORT:** the written report is in the Board package **11:00**

Next Board Meeting: July 17, 2025
Delta Conveyance Design and Construction Authority or via Zoom

STATE WATER CONTRACTORS
BOARD OF DIRECTORS
BOARD ACTIONS
JUNE 18, 2025

The following actions were taken at the State Water Contractors Board of Directors June 18, 2025, meeting upon motions duly made, seconded, and unanimously passed.

1. Approved the Consent Calendar, including the draft Board Minutes for the May 21, 2025, meetings; the May 31, 2025, Financial Report; and the Consultant Reports for May 2025.

2. Authorized the State Water Contractors (SWC) staff to enter into or amend the consulting contracts for the SWC Dues fund totaling $915,500, for the Bay-Delta Fund totaling $510,000, for the Energy Fund totaling $84,500, and for the Delta Conveyance Project Fund totaling $420,000.

3. Authorized the State Water Contractors (SWC) staff to augment the agreement with Dr. Florian Mauduit (UC Davis) for the second phase of funding of a 3-year study on cultivating Delta Smelt on MWD's Delta Ponds in an amount of $310,000.

4. Authorized the State Water Contractors (SWC) staff to augment an existing agreement with Anchor QEA to supplement their funding previously approved during the 2023 SWC science solicitation in the amount of $56,000.

5. Authorized the State Water Contractors (SWC) staff to join BizFed at the $20,000 Membership level to further expand SWCs relationships and reach.

DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Report on the State Water Project Contractors Authority Board Meeting

Issue:
Report on the June 18, 2025 annual meeting of the State Water Project Contractors Authority Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The agenda for the State Water Project Contractors Authority Board of Directors meeting is provided as Attachment 1.

STATE WATER CONTRACTORS
PUBLIC MEETING

In-Person Attendance:
Delta Conveyance Design and Construction Authority Board Room
980 9th Street, 1st Floor
(enter the building from the alleyway between 8th & 9th Street, off of J)

Wednesday, June 18, 2025
11:00 a.m.

AGENDA

PUBLIC PARTICIPATION: *This is an in person meeting and open to the public. Members of the public may make public comment at the meeting, or they may submit any public comments electronically by* ***9:00 a.m. on June 17, 2025,*** *by sending them to* ***ebenjamin@swc.org****. Those comments will be distributed to the members of the State Water Contractors Board and will be made part of the official public record of the meeting. Contact Elaine Benjamin at 916-812-2369 with any questions.*

ACCESSIBILITY*: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting* ***Elaine Benjamin*** *by telephone at* ***916-812-2369 or via email at ebenjamin@swc.org no later than 5:00 p.m. on June 17, 2025.***

1. CALL TO ORDER

2. ROLL CALL

3. ACTION ITEM

   3.1 Consideration of resolution approving salary scale for SWC employees for the Fiscal Year 2025-2026.

4. ADJOURNMENT

DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Report on 2025 State Water Project and Central Valley Project Allocations and Operations

Issue:
Report on 2025 State Water Project and Central Valley Project allocations and operations.

Recommended Motion:
None – information only.

Discussion:
State Water Project Operations
On April 29, 2025, the California Department of Water Resources (DWR) notified State Water Project (SWP) contractors that it was approving an allocation increase to 50 percent of contracted 2025 SWP Table A water supplies. DWR will continue to evaluate 2025 hydrologic conditions and operational capabilities, but this is likely to be the final allocation increase for 2025.

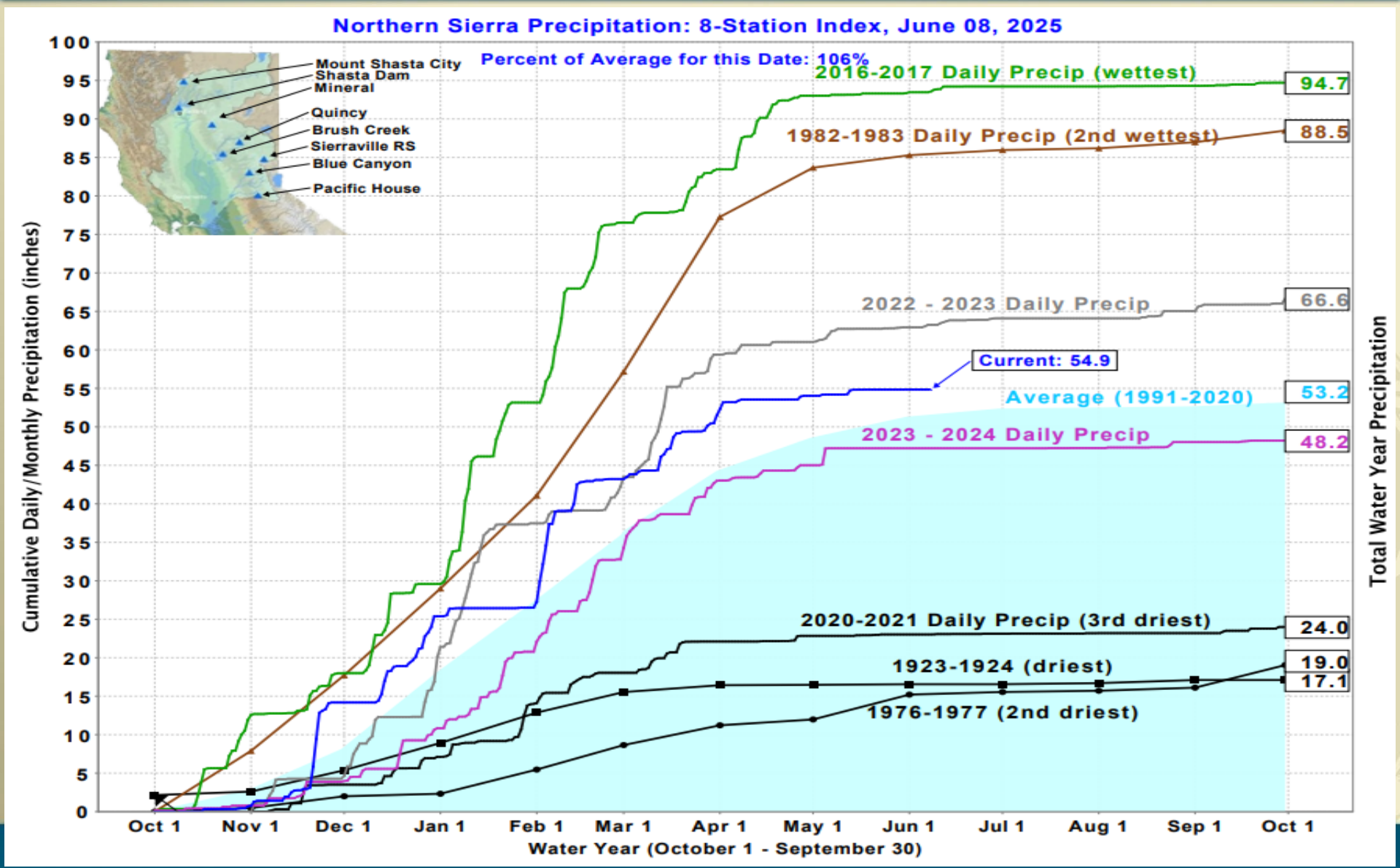
As of June 8, 2025, the Northern Sierra Precipitation Eight-Station Index had received 54.9 inches of precipitation, or 106 percent of average-to-date. (See Attachments 1 and 2.) As of June 5, 2025, the Northern Sierra Snow Water content was 21 percent of average-to-date. (See Attachment 3.) The near-term forecast predicts no precipitation over the next ten days for the Feather River Basin. (See Attachments 4 and 5.) The long-term forecast predicts increased chances of above normal temperatures and equal chances of above or below normal precipitation for June 2025 through August 2025. (See Attachment 6.)

Through June 7, 2025, Lake Oroville storage increased to 3,410,969 acre-feet (af). (See Attachment 7.) As of June 7, 2025, the SWP share of San Luis Reservoir (San Luis) storage decreased to 641,977 af. (See Attachment 8.) SWP exports are averaging 6,000 af per day and Central Valley Project (CVP) exports have been averaging about 3,600 af per day.

Central Valley Project Operations
As of June 7, 2025, the CVP share of San Luis storage had decreased to 596,426 af. On April 28, 2025, the United States Bureau of Reclamation announced an increase in the allocation for CVP Contractors. South of Delta Ag Contractors allocation increased to 50 percent of their contracted supply. The Friant Division allocation is 100 percent of Class 1 supplies.

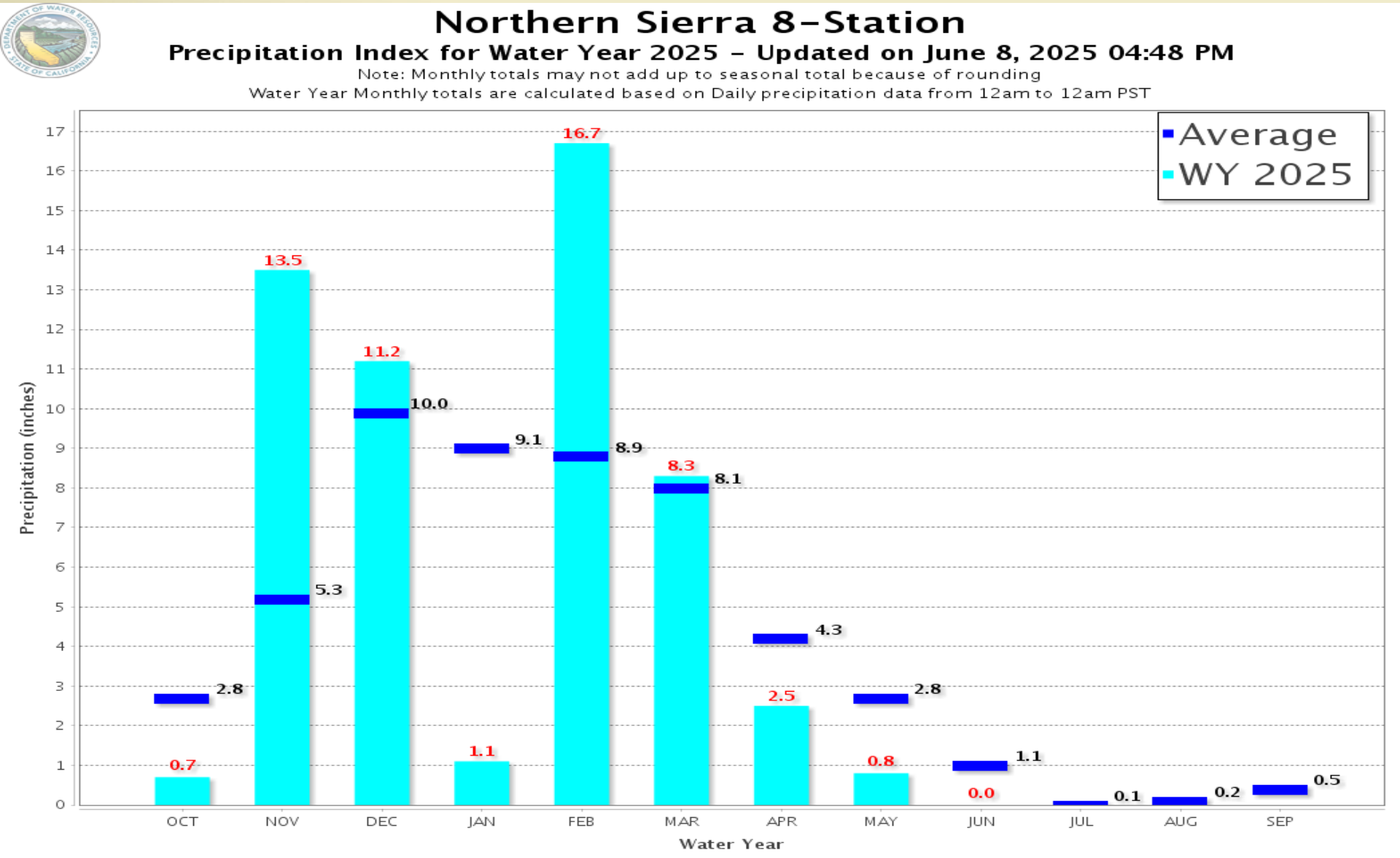
Northern Sierra Precipitation Eight-Station Index: June 8, 2025

Attachment 1

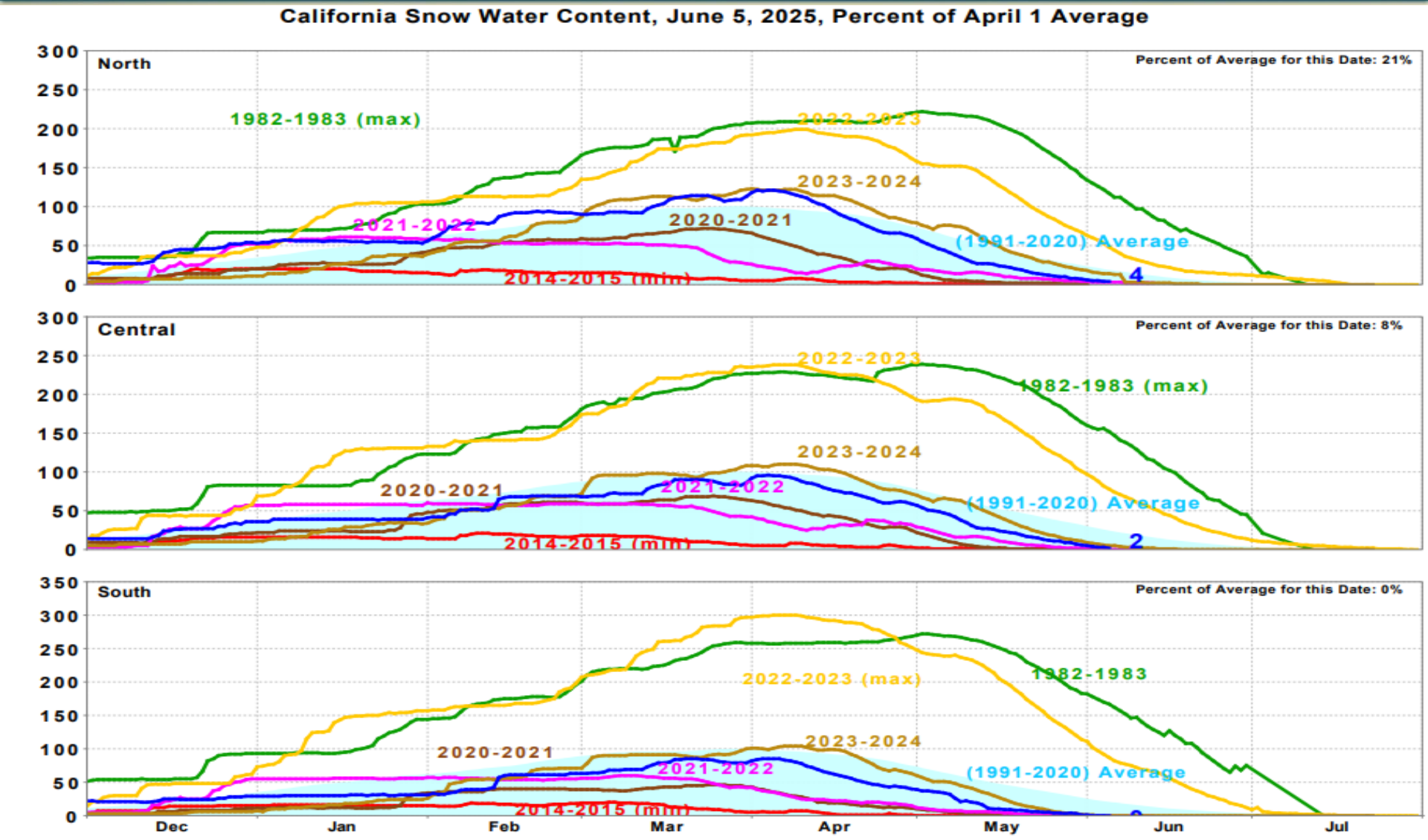


Northern Sierra Precipitation Eight-Station Index: June 8, 2025

Attachment 2



California Snow Water Content: June 5, 2025



Statewide Percent of April 1: 2%

Statewide Percent of Average for Date: 9%

Feather River Basin Forecast

10-Day Feather Basin Quantitative Precipitation Forecast (QPF)

Monday, June 2, 2025

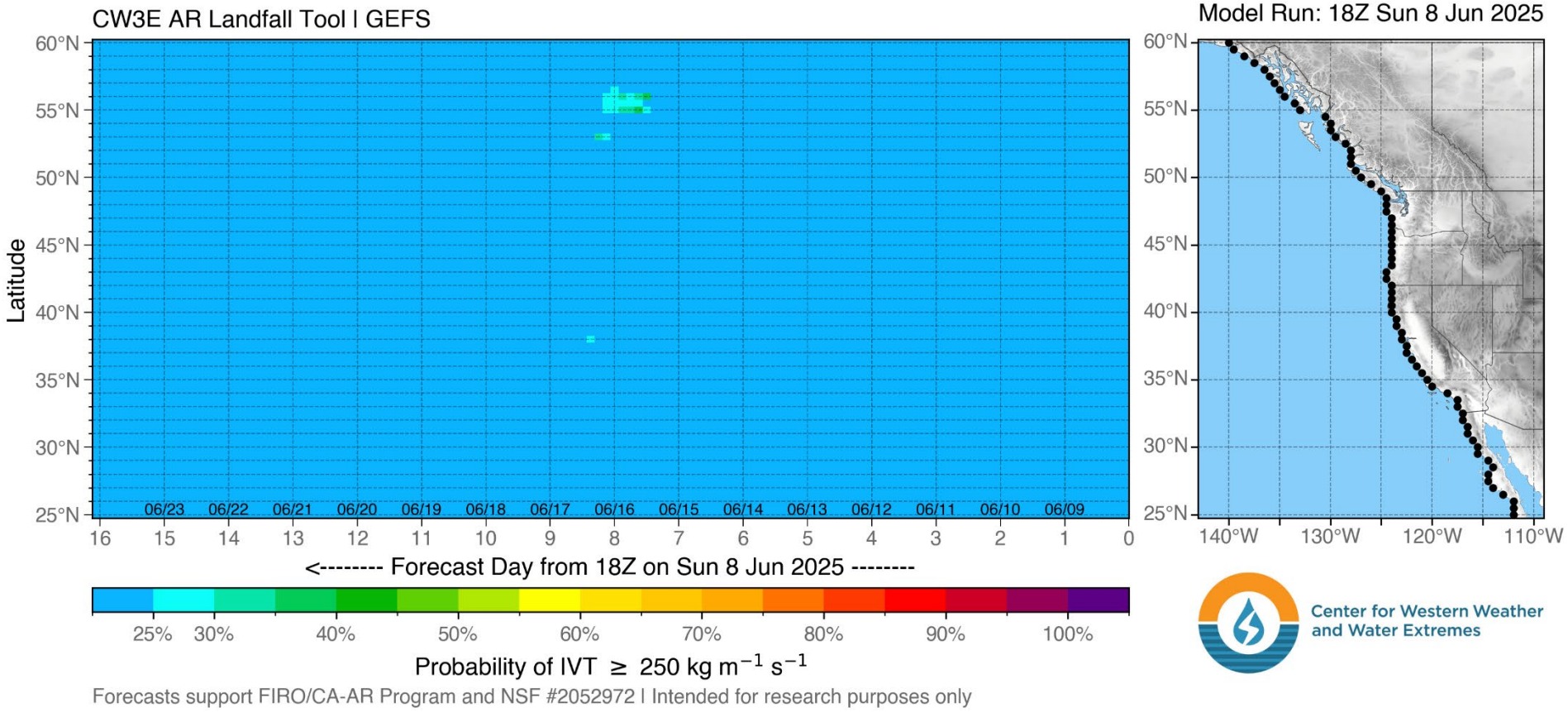
(each day ends at 0400 PST)

Day No.	Date		Precip (inches)	Snow Level (ft)	Average Daily* Precip (inches)	Average Daily* Snow Depth (inches)	Average Daily* Min Temp (°F)
	Saturday, May 24, 2025		0.0	9500			
	Sunday, May 25, 2025		0.0	11000			
	Monday, May 26, 2025		0.0	9000			
	Tuesday, May 27, 2025		0.0	8500			
	Wednesday, May 28, 2025	Actual	0.0	12000			
	Thursday, May 29, 2025		0.0	122200			
	Friday, May 30, 2025		0.0	13200			
	Saturday, May 31, 2025		0.0	13900			
	Sunday, June 1, 2025		0.0	13900			
	Monday, June 2, 2025		0.0	12000	0.0	0.0	48.0
	Total observed:		0.0				
1	Tuesday, June 3, 2025		0.0	12,500	0.0	0.0	47.8
2	Wednesday, June 4, 2025		0.0	12,300	0.1	0.0	47.8
3	Thursday, June 5, 2025		0.0	11,900	0.0	0.0	48.2
4	Friday, June 6, 2025	Forecast	0.0	12,000	0.0	0.0	48.0
5	Saturday, June 7, 2025		0.0	12,500	0.1	0.0	47.5
6	Sunday, June 8, 2025		0.0	13,400	0.0	0.0	47.5
7	Monday, June 9, 2025		0.0	11,700	0.1	0.0	48.0
8	Tuesday, June 10, 2025		0.0	11,400	0.0	0.0	48.2
9	Wednesday, June 11, 2025		0.0	10,800	0.0	0.0	48.0
10	Thursday, June 12, 2025		0.0	10,200	0.0	0.0	48.2
11	Friday, June 13, 2025		0.0	10,200	0.0	0.0	48.2
	10-Day Total:		**0.0**		**0.3**		
	10-Day Percent of Normal:		**0%**				
	Accumulated Observed Precip for WY 2025:		**64.6**	**(WY 2024: 49.7)**			
Comments:			**(132% YTD Ave)**				

No precipitation over the next 10 days with clear skies. North winds today at 10 MPH with 30 MPH gusts shifting to west winds tomorrow. High temperatures in the 80s all week.

Atmospheric River Forecast

Attachment 5

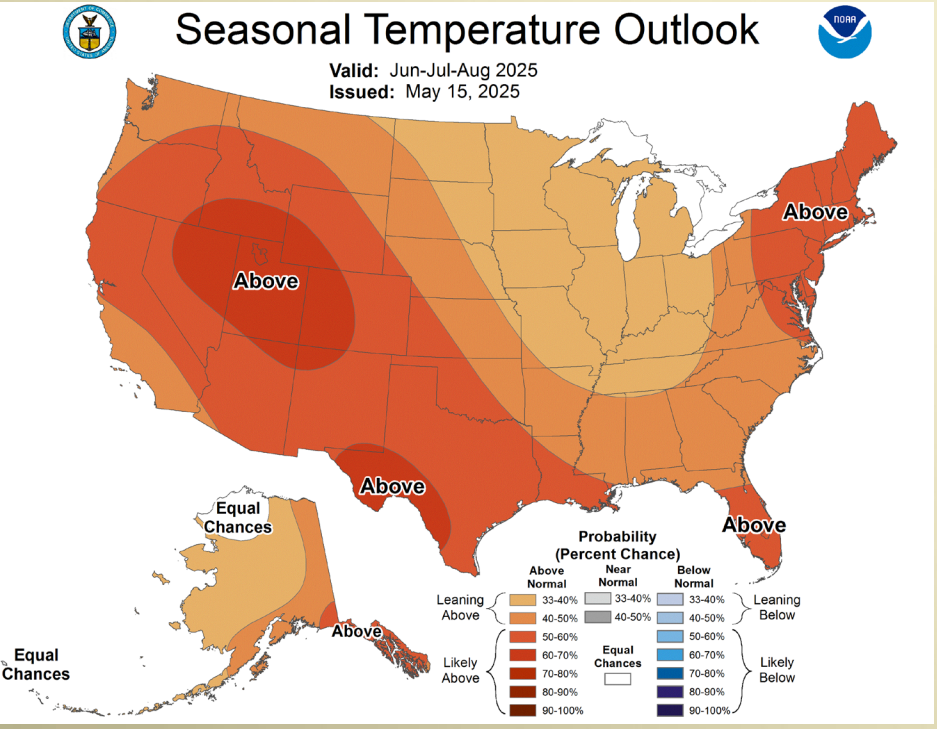


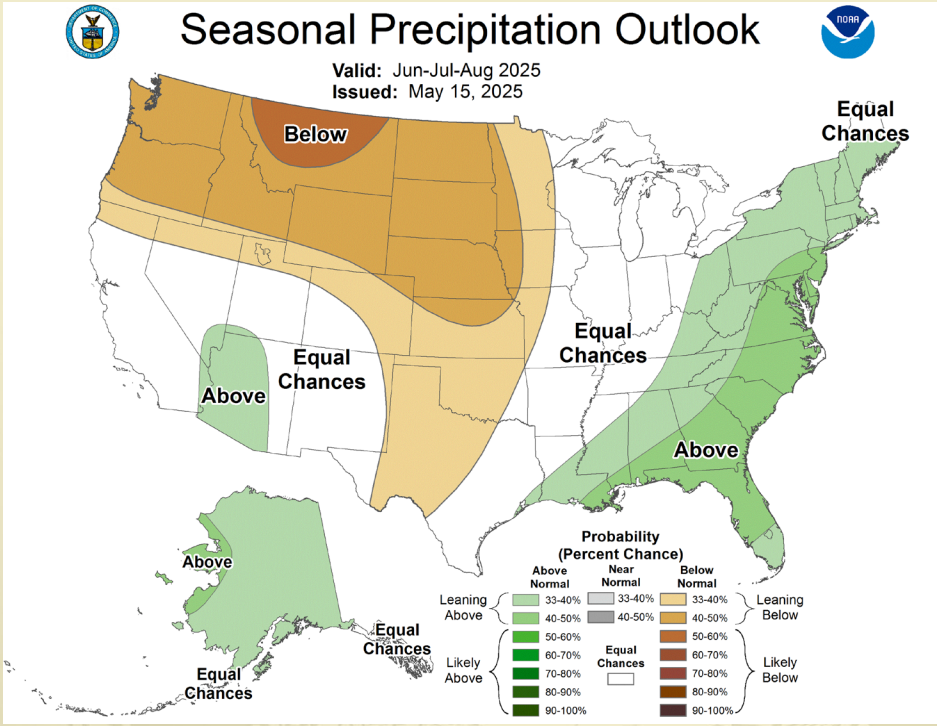
Center for Western Weather and Water Extremes

Forecasts support FIRO/CA-AR Program and NSF #2052972 | Intended for research purposes only

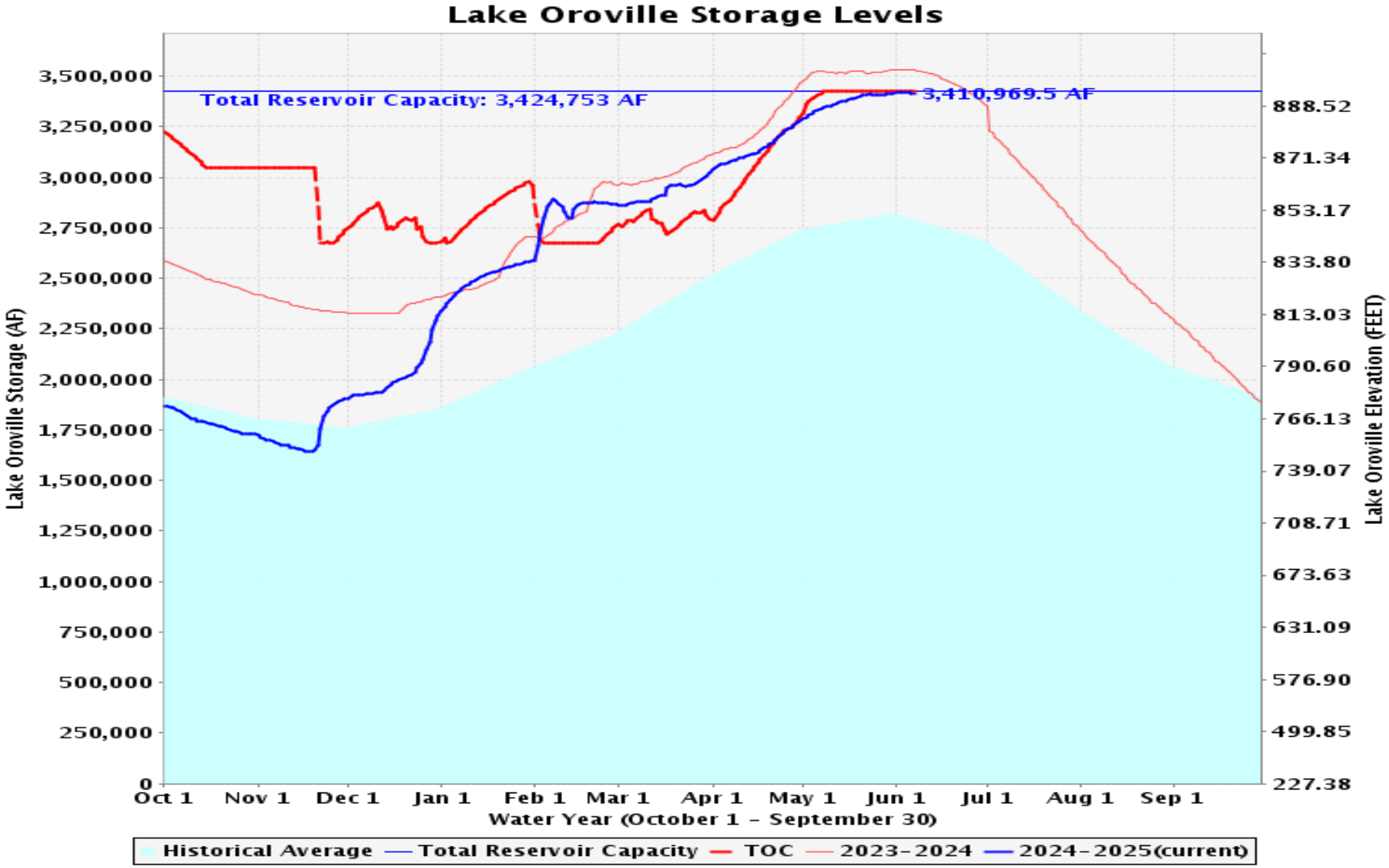
Long-term Forecast

Attachment 6



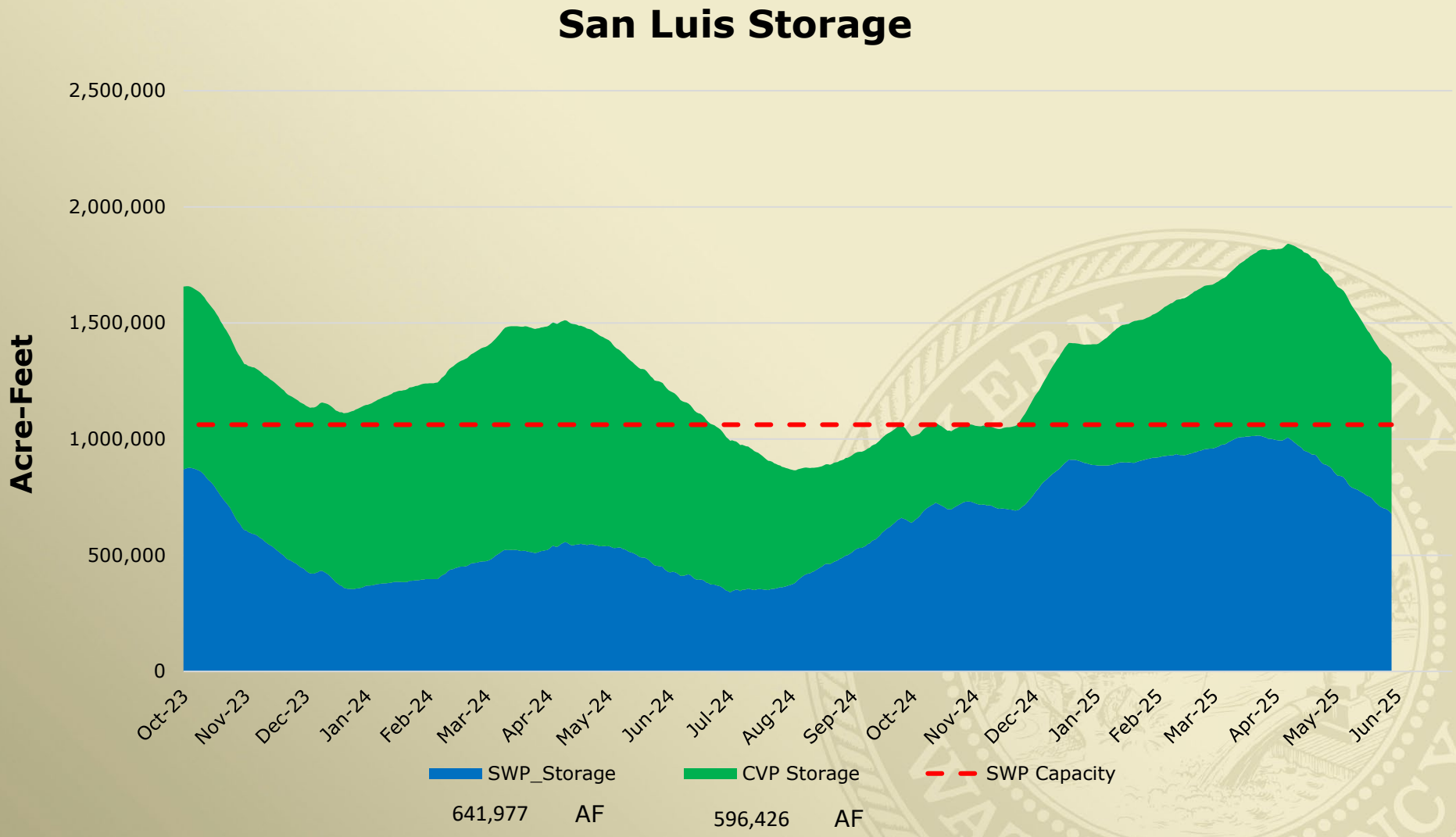


Lake Oroville Storage: June 7, 2025



Attachment 8

San Luis Reservoir Storage: June 7, 2025



DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5a

FROM: Veronica Arreola

DATE: June 26, 2025

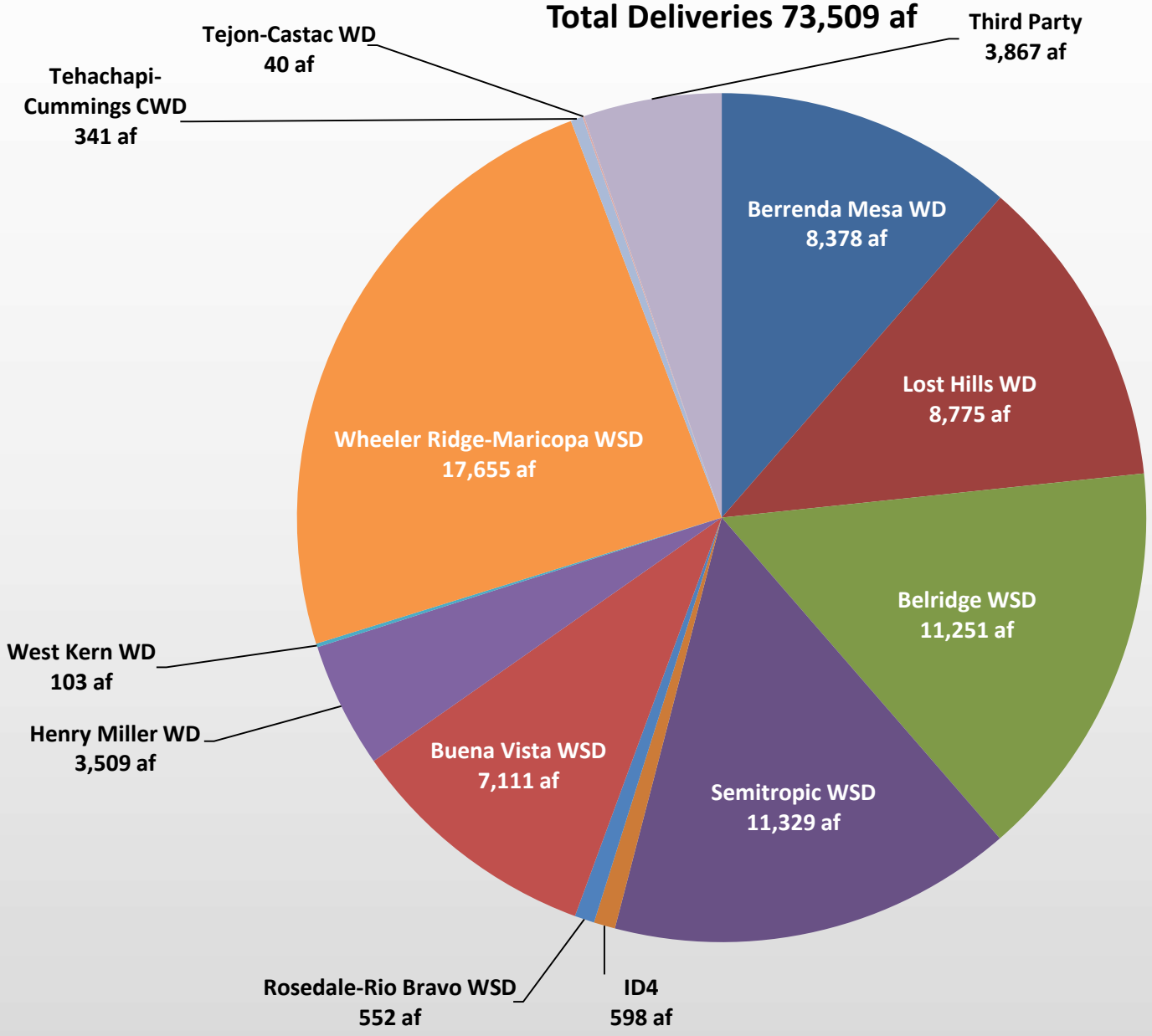
SUBJECT: Report on Kern County Water Agency California Aqueduct Deliveries

Issue:
Report on Kern County Water Agency California Aqueduct Deliveries.

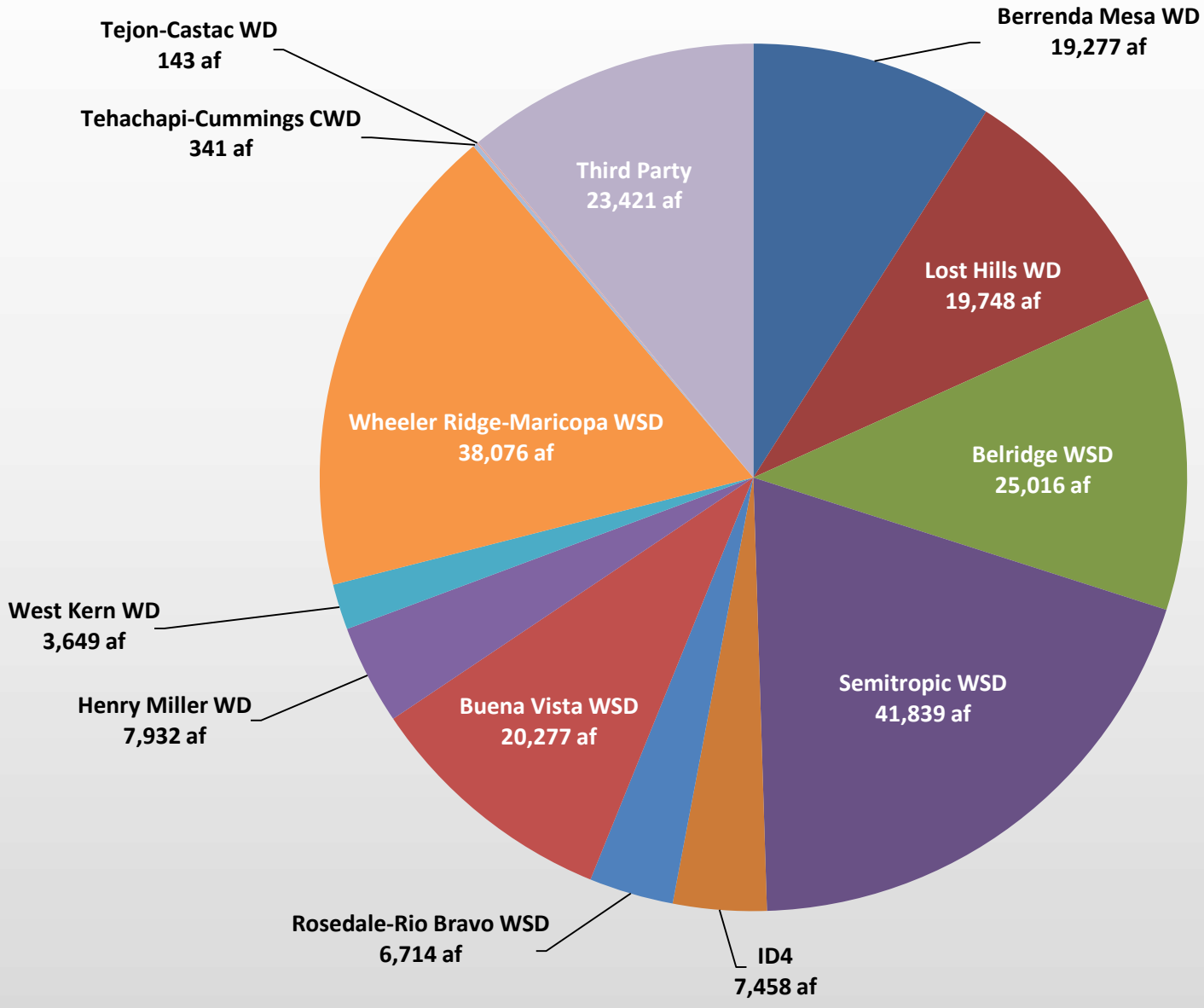
Recommended Motion:
None – information only.

Discussion:
In May 2025, the Kern County Water Agency (Agency) delivered an estimated 73,509 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of May 2025 estimated deliveries by entity is provided as Attachment 1. Through May 2025, the Agency has delivered an estimated 213,891 af via the Aqueduct. A summary of estimated cumulative deliveries by entity is provided as Attachment 2, and a summary of estimated cumulative deliveries by water type is provided as Attachment 3. The values presented are estimates as Agency staff continue the ongoing delivery reconciliation process.

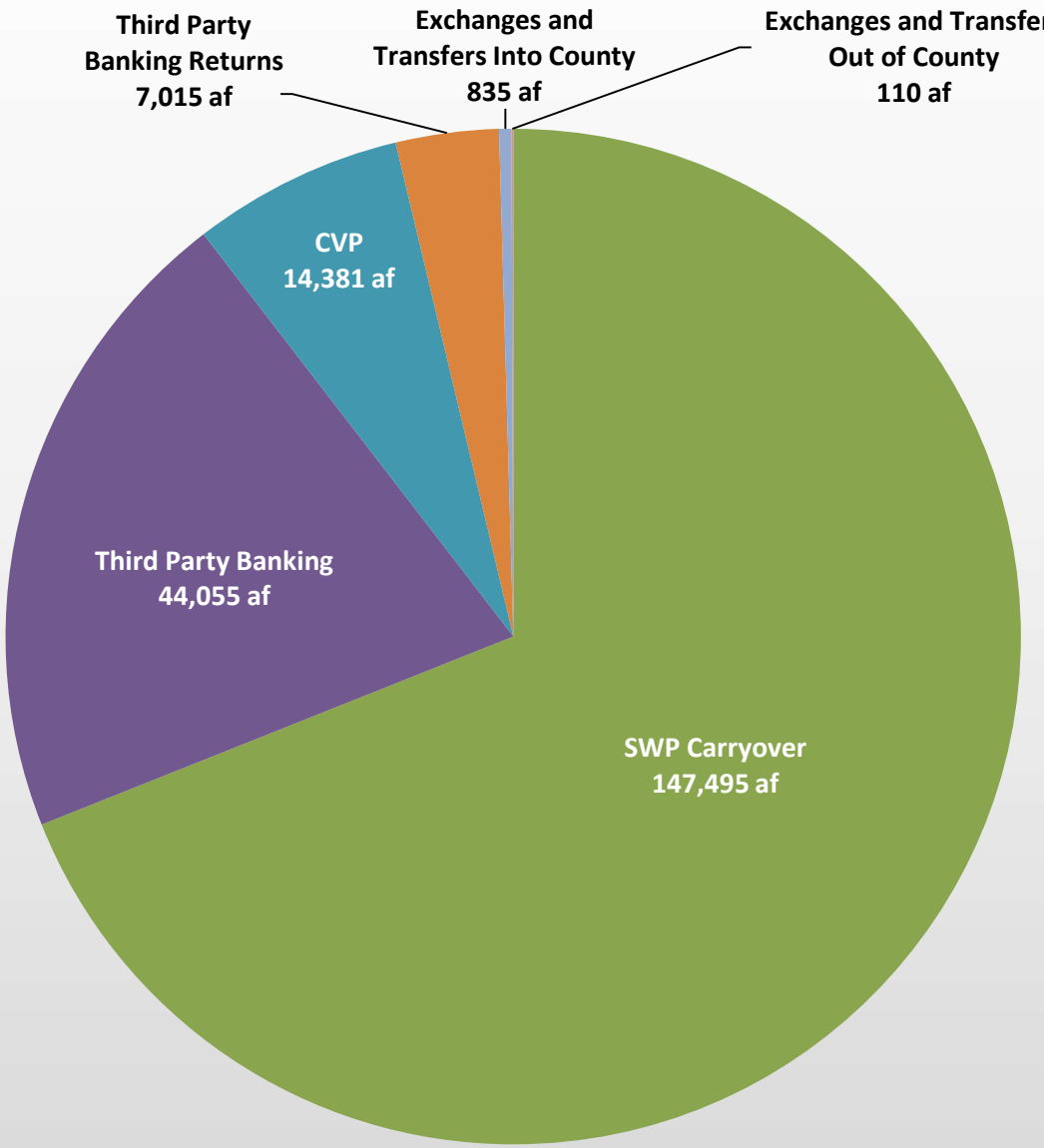
California Aqueduct Deliveries by Entity
May 2025
Total Deliveries 73,509 af



California Aqueduct Deliveries by Entity
Through May 2025
Total Estimated Deliveries 213,891 af



California Aqueduct Deliveries by Water Type
Through May 2025
Total Estimated Deliveries 213,891 af



DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5b

FROM: Courtney Pasquini

DATE: June 26, 2025

SUBJECT: Update on Water Transfers, Exchanges and Purchases

Issue:
Update on water transfers, exchanges and purchases approved by the Water Resources Manager since the last Kern County Water Agency Board of Directors meeting.

Recommended Motion:
None – information only.

Discussion:
On December 18, 2024, the Kern County Water Agency (Agency) Board of Directors (Board) authorized the Water Resources Manager to approve and enter into contracts providing for the transfer, exchange and purchase of State Water Project (SWP) water, Central Valley Project water and other water through December 31, 2025, on behalf of Member Units and the Agency, and to expend up to $300,000 from the Supplemental Water Fund to fund such purchases.

Summarized below, and in Attachment 1, are those activities that have been approved by the Water Resources Manager in 2025 pursuant to the Board authorization described above since the last Agency Board meeting or previously approved as a long-term program. Attachment 2 provides a summary of those activities in 2025 that have been approved by the Water Resources Manager or the Board, any pending requests and any previously approved requests since the last Agency Board meeting.

- ***Santa Clarita Valley Water Agency/Rosedale-Rio Bravo Water Storage District – Transfer (20,000 acre-feet):***
  Santa Clarita Valley Water Agency (WA) requested approval to transfer up to 20,000 acre-feet (af) of its 2024 and/or 2025 SWP Table A water to Rosedale-Rio Bravo Water Storage District (WSD) pursuant to their long-term program.

- ***Mojave WA/Lost Hills Water District, Berrenda Mesa Water District, Belridge WSD and Wheeler Ridge-Maricopa WSD – Transfer (40,000 af):***
  Mojave WA requested approval to transfer up to 40,000 af of its 2025 SWP Table A water to Lost Hills Water District (WD), Berrenda Mesa WD, Belridge WSD and Wheeler Ridge-Maricopa WSD pursuant to their long-term program.

- ***Lost Hills WD/Semitropic WSD – Transfer (135 af):***
  Lost Hills WD requested approval to transfer up to 135 af of its 2025 SWP Table 1 water to Semitropic WSD on behalf of common landowner Lost Hills Utility District.

- ***Alameda County Flood Control and Water Conservation District, Zone 7/Semitropic WSD – Transfer (5,000 af):***
  Alameda County Flood Control and Water Conservation District, Zone 7 requested approval to transfer up to 5,000 af of its 2025 SWP Table A water to Semitropic WSD for banking pursuant to their long-term program.

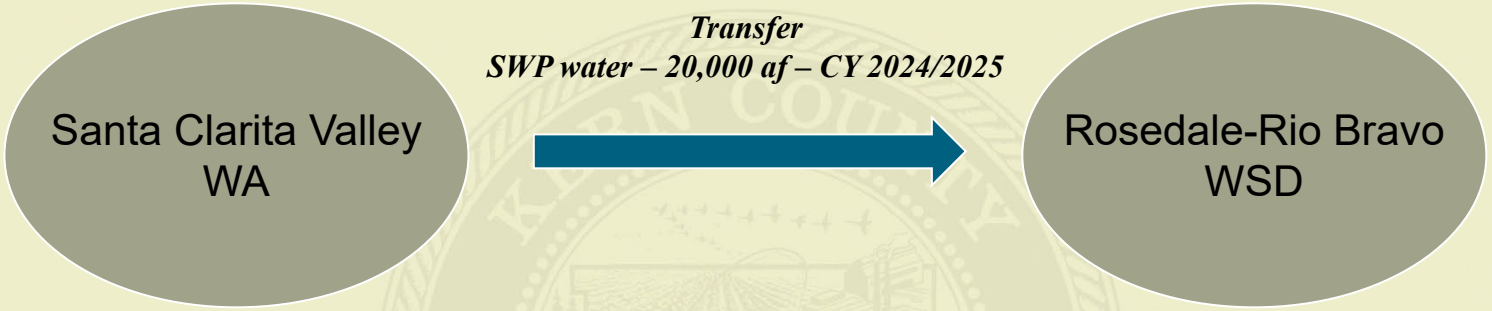
- ***Cawelo WD/Buena Vista WSD – Exchange (22,100 af):***
  Cawelo WD requested approval to exchange up to 22,100 af of its 2024 and 2025 SWP Table 1 water for a like amount of Buena Vista WSD's 2025 Kern River water.

- ***Dudley Ridge WD/Rosedale-Rio Bravo WSD – Transfer (877 af):***
  Dudley Ridge WD requested approval to transfer up to 877 af of its 2025 SWP Table A water to Rosedale-Rio Bravo WSD on behalf of Irvine Ranch WD for banking pursuant to their long-term program.

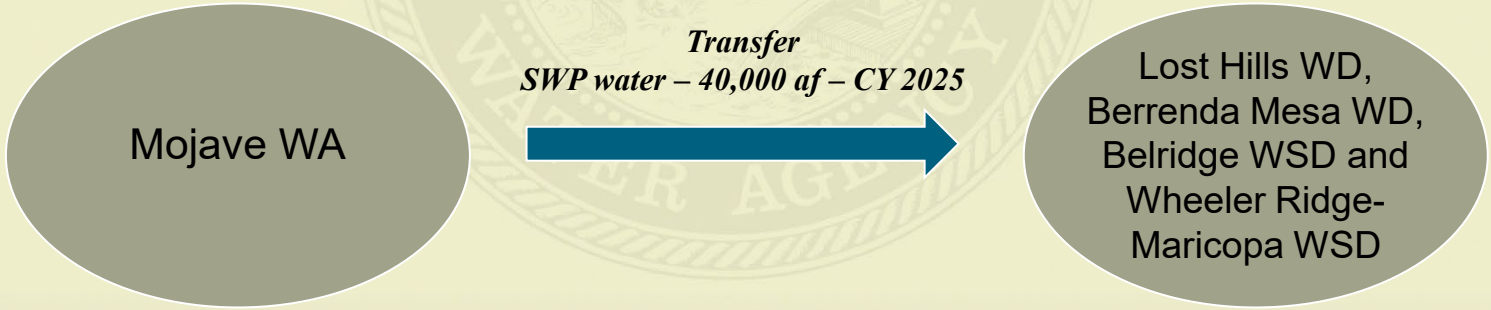
- ***Dudley Ridge WD/Rosedale-Rio Bravo WSD – Transfer (10,800 af):***
  Dudley Ridge WD requested approval to transfer up to 10,800 af of its 2025 SWP Table A water to Rosedale-Rio Bravo WSD on behalf of Irvine Ranch WD pursuant to their long-term program.

Update on Water Transfers, Exchanges and Purchases

Santa Clarita Valley WA/Rosedale-Rio Bravo WSD – Transfer (20,000 af)

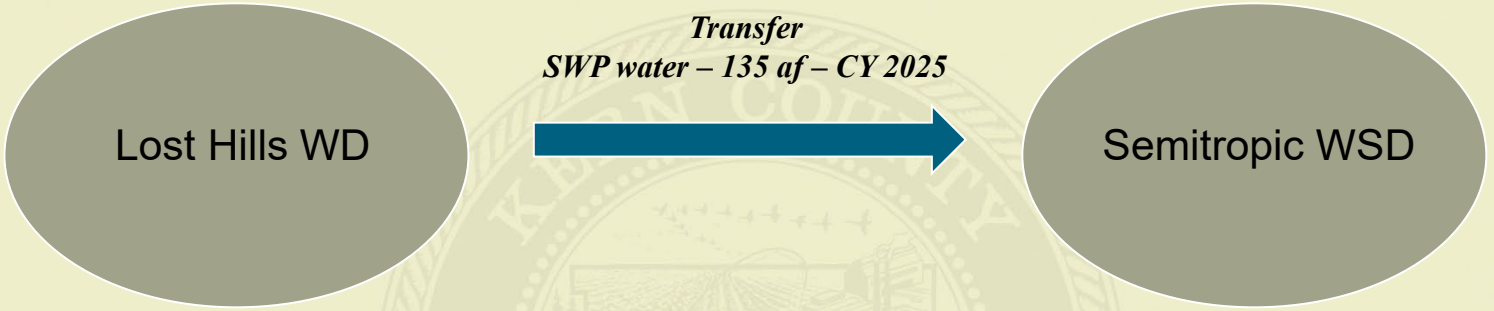


Mojave WA/Lost Hills WD, Berrenda Mesa WD, Belridge WSD and Wheeler Ridge-Maricopa WSD – Transfer (40,000 af)

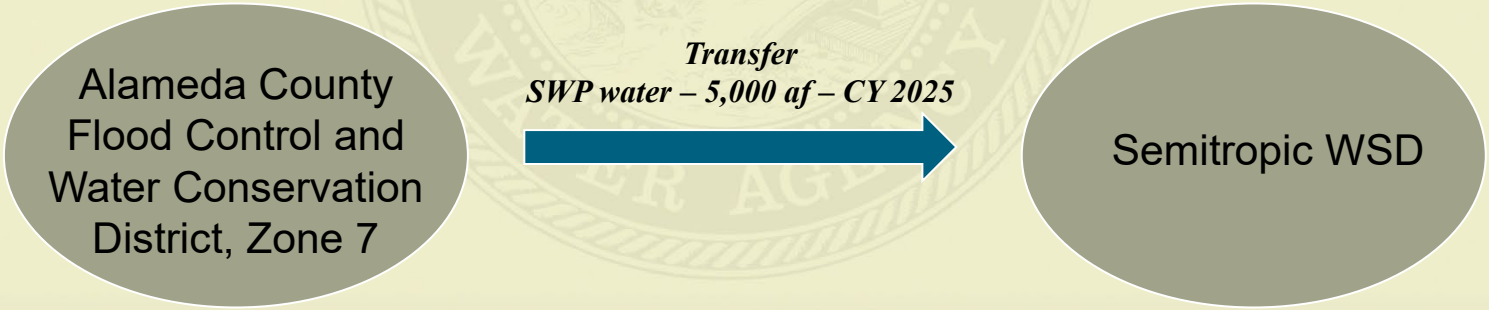


Update on Water Transfers, Exchanges and Purchases

Lost Hills WD/Semitropic WSD – Transfer (135 af)

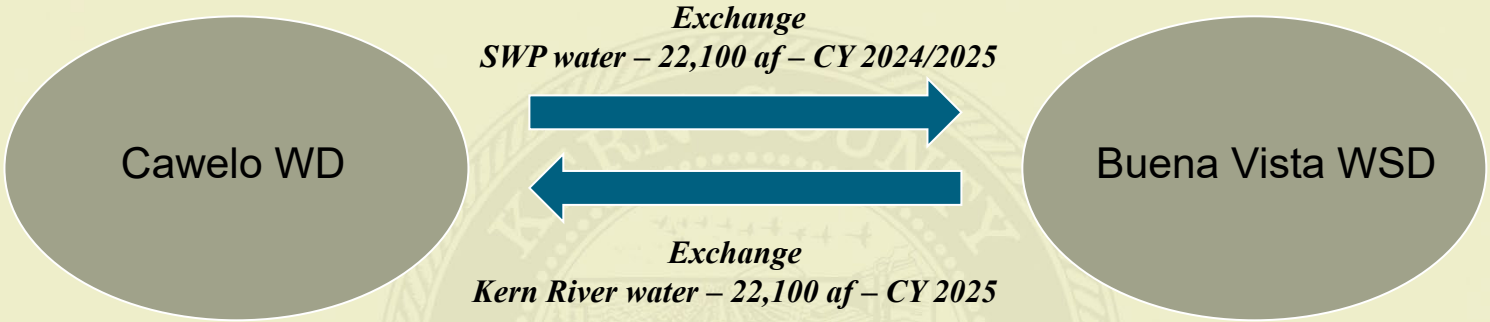


Alameda County Flood Control and Water Conservation District, Zone 7/Semitropic WSD – Transfer (5,000 af)

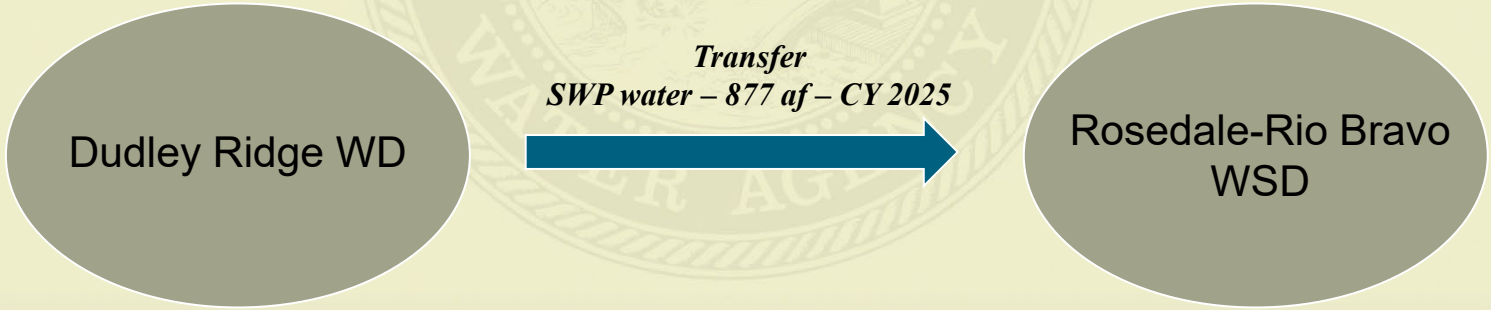


Update on Water Transfers, Exchanges and Purchases

Cawelo WD/Buena Vista WSD – Exchange (22,100 af)

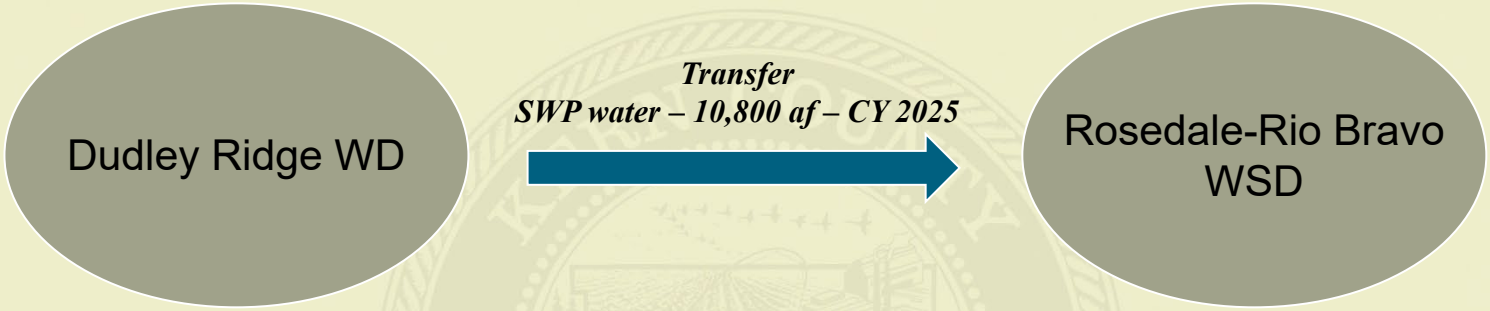


Dudley Ridge WD/Rosedale-Rio Bravo WSD – Transfer (877 af)



Update on Water Transfers, Exchanges and Purchases

Dudley Ridge WD/Rosedale-Rio Bravo WSD – Transfer (10,800 af)



2025 Water Management Program

Summary of Routine Water Transfers, Exchanges and Purchases Pursuant to the December 18, 2024 KCWA Board Authorization

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
25014	Rosedale-Rio Bravo Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	8,250	1/23/25	02/05/25
25015	Belridge Water Storage District and Lost Hills Water District to Kern-Tulare Water District	Exchange of 2025 SWP Table 1 for 2025 CVP water	2,500	1/28/25	02/27/25
25020	Kern Delta Water District to Buena Vista Water Storage District	Exchange of 2025 SWP Table 1 water for 2025 Kern River water	25,500	1/31/25	02/27/25
25026	Improvement District No.4 to Kern-Tulare Water District	Exchange of 2025 CVP water for 2025 SWP Table 1 water	3,000	2/18/25	02/25/25
25028	County of Butte to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 SWP Table A water	16,000	2/28/25	03/27/25
25029	Buena Vista Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	2,750	3/6/25	03/27/25
25031	Tejon-Castac Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2025 Nickel Kern River water	3,200	3/31/25	04/16/25
25018	Tulare Lake Basin Water Storage District to Lost Hills Water District and Berrenda Mesa Water District (Sandridge)	Transfer of 2025 Table A water	4,000	1/31/25	04/23/25
25034	Improvement District No. 4 to Buena Vista Water Storage District	Exchange of 2024/2025 Table 1 water for 2025 Kern River Water	30,000	4/18/25	04/23/25
25024	Empire West Side Irrigation District to Lost Hills Water District (Sandridge)	Transfer of 2025 Table A water	1,950	2/14/25	05/13/25
25025	Empire West Side Irrigation District to Berrenda Mesa Water District (Sandridge)	Transfer of 2024 SWP Carryover water	650	2/14/25	05/13/25
25041	Lost Hills Water District to Semitropic Water Storage District (Lost Hills Utility District)	Transfer of 2025 SWP Table 1 water	135	5/22/25	05/30/25
25042	Cawelo Water District to Buena Vista Water Storage District	Exchange of 2024-25 SWP Table 1 water for Kern River water	22,100	5/22/25	6/11/25

Summary of Non-Routine Water Transfers, Exchanges and Purchases Approved Pursuant to KCWA Board Authorization

TRF #	*Parties*	*Description*	*(AF)*	*Request*	*Approved*
25009	San Joaquin River Exchange Contractors to Rosedale-Rio Bravo Water Storage District	Transfer of 2025 CVP water for banking and future return	20,000	1/9/24	01/23/25
25010	Berrenda Mesa Water District to Henry Miller Water District	Transfer of 2024 SWP Table 1 water	2,000	1/9/25	01/23/25
25012	Belridge Water Storage District to Henry Miller Water District	Transfer of 2024 SWP Table 1 water	1,750	1/9/25	01/23/25
25011	Westlands Water District to Belridge Water Storage District (Westside Mutual Water Company)	Transfer of 2025 CVP water	10,000	1/9/24	02/18/25
25016	Semitropic Water Storage District to Kern-Tulare Water District	Return of previously banked 2019 CVP water	5,000	1/29/25	02/27/25
25022	Berrenda Mesa Water District to Semitropic Water Storage District (Homer)	Transfer of 2024 Table 1 water	2,500	2/6/25	02/27/25
25007	Antelope Valley-East Kern Water Agency to San Gorgonio Pass Water Agency	Transfer of 2025 Nickel Kern River water	1,700	1/6/24	03/27/25
25023	Plumas County Flood Control & Conservation District to Rosedale-Rio Bravo Water Storage District	Transfer of 2024 Table A water	2,025	2/7/25	03/27/25
25005	Tulare Lake Basin Water Storage District to Rosedale-Rio Bravo Water Storage District	Transfer of 2025 SWP Table A water for banking	10,000	12/19/24	05/22/25
25027	SJR Exchange Contractors to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 CVP water	7,000	2/28/25	05/22/25

Summary of Pending Water Transfers, Exchanges and Purchases

TRF #	*Parties*	*Description*	*(AF)*	*Request*	*Approved*
25032	Metropolitan Water District to Semitropic Water Storage District	Transfer of previously banked 2024 Table A water	10,000	4/8/25	
25036	Santa Clara Valley Water District to Berrenda Mesa WD and Lost Hills WD (Westside Mutual Water Company)	Transfer of 2025 SWP Table A water	20,000	4/25/25	
25037	Metropolitan Water District to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 SWP Table A water	100,000	4/25/25	
25044	Zone 7 to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 SWP Table A water	8,000	5/28/25	
25046	Antelope Valley-East Kern Water Agency to Wheeler Ridge-Maricopa Water Storage Distrcit (Tejon Ranch)	Transfer of 2025 SWP Table A water	1,636	6/2/25	
25047	Montecito Water District to Semitropic Water Storage District (Homer)	Transfer of 2025 SWP Table A water for banking	3,300	6/2/25	

Summary of Previously Approved Annual, Long-Term Water Transfer, Exchange and Purchase Programs

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
25006	Dudley Ridge Water District to Rosedale-Rio Bravo Water Storage District (Irvine Ranch Water District)	Transfer of 2025 SWP Table A water	5,500	1/3/25	N/A
25008	Kern-Tulare Water District to West Kern Water District	Transfer of 2025 CVP water	3,000	1/8/25	N/A
25021	Newall Land and Farming Company to Semitropic Water Storage District	Transfer of 2025 Nickel Kern River water	1,607	2/3/25	N/A
25030	Alameda County Water District to Semitropic Water Storage District	Transfer of 2024/2025 SWP Table A water for banking	12,000	3/13/25	N/A
25033	Rosedale-Rio Bravo Water Storage District to Antelope Valley-East Kern Water Agency	Transfer of 2025 SWP Table A water	5,333	4/9/25	N/A
25035	Dudley Ridge Water District to Semitropic Water Storage District	Transfer of 2025 SWP Table A water for banking	4,000	4/23/25	N/A
25038	Palmdale Water District to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 SWP Table A water	4,000	5/6/25	N/A
25039	Santa Clarita Valley Water Agency to Rosedale-Rio Bravo Water Storage District	Transfer of 2024 and/or 2025 SWP Table A water	20,000	5/19/25	N/A
25040	Mojave Water Agency to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2025 SWP Table A water	40,000	5/19/25	N/A
25043	Alameda County Flood Control and Water Conservation District, Zone 7 to Semitropic Water Storage District	Transfer of 2025 SWP Table A water for banking	5,000	5/27/25	N/A
25045	Dudley Ridge Water District to Rosedale-Rio Bravo Water Storage District (Irvine Ranch Water District)	Transfer of 2025 SWP Table A water for banking	877	5/30/25	N/A
25006b	Dudley Ridge Water District to Rosedale-Rio Bravo Water Storage District (Irvine Ranch Water District)	Transfer of 2025 SWP Table A water	10,800	6/5/25	N/A

DRAFT

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 6

FROM: Michelle Anderson / Lauren Bauer

DATE: June 26, 2025

SUBJECT: Report on the Kern Non-Districted Lands Authority Meetings

Issue:
Report on the June 2, 2025, and June 23, 2025, meetings of the Kern Non-Districted Lands Authority Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The Kern Non-Districted Lands Authority Board of Directors meeting agendas for June 2, 2025, and June 23, 2025, are provided as Attachments 1 and 2.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Special Meeting of the Board of Directors
June 2, 2025, 2:00 p.m.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. **Roll Call - Quorum Determination**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

3. **Public Input**
   This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment.

4. **Approval of Minutes**
   - **a.** *April 28, 2025 (Jenny)

5. **Financial Report**
   - **a.** *Financial Report & Accounts Payable (Skye)
   - **b.** *Insurance Coverage (Jenny)
   - **c.** Land IQ Proposal Review (Jenny)
   - **d.** Draft Budget Review (Skye)

6. **Administration**
   - **a.** Executive Director Report (Jenny)

b. Landowner Outreach (Debbie)

7. DWR Grant Administration

a. Report on DWR Grant Administration (Jason)

8. County of Kern Participation

a. Kern County Participation Ad hoc Committee Report (Royce)

9. Kern Subbasin Groundwater Sustainability Plan

a. *GSP Amendment (Bartel)

i. Final draft amendments to GSP and supporting appendix of PMA's for GSA

ii. Authorize submission by the Kern County Subbasin Point of Contact to the SWRCB before June 20th for review by SWRCB staff

iii. Authorize Release for public review and comment

b. DWR Portal GSA Name Change (Jenny)

c. RMW Data Gaps- Technical Support (Jenny)

d. Public Workshops (Jenny)

10. Legal

a. Statewide Update (Valerie)

b. County Well Permitting (Valerie)

c. *AB1466 and AB1413 Position Letters (Valerie)

11. New Business

12. Correspondence

13. Closed Session

a. Potential Litigation – Government Code Section 54956.9(d)(2)

14. Adjournment

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Meeting of the Board of Directors
June 23, 2025, 2:00 p.m.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. **Roll Call - Quorum Determination**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

3. **Public Input**
   This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment.

4. **Approval of Minutes**
   - **a.** *June 2, 2025 (Jenny)

5. **Financial Report**
   - **a.** *Financial Report & Accounts Payables (Skye)
   - **b.** *Budget Amendment (Skye)
   - **c.** *Investment policy (Valerie)
   - **d.** *High-Yield Bank Account (Jenny)

6. **Administration**
   - **a.** Executive Director Report (Jenny)

b. Landowner Outreach (Debbie)

7. DWR Grant Administration

a. Report on DWR Grant Administration (Jason)

8. County of Kern Participation

a. Kern County Participation Ad hoc Committee Report (Royce)

9. Kern Subbasin Groundwater Sustainability Plan

a. Land IQ Update (Joel)

10. Legal

a. Statewide Update (Valerie)

b. County Well Permitting Process (Valerie)

11. New Business

12. Correspondence

13. Closed Session

a. Potential Litigation – Government Code Section 54956.9(d)(2)

14. Adjournment

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Water Management Committee

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 2

FROM: Micah Clark / Michelle Anderson

DATE: June 26, 2025

SUBJECT: Report on 2025 Water Operations

Issue:
Summary of water operations for 2025.

Recommended Motion:
None – information only.

Discussion:

2025 Recharge Activities
Deliveries of 2025 State Water Project water to the Kern Fan Banking Projects have ceased. Intermittent recharge operations for the Kern Water Bank (KWB) began on October 26, 2024 and continued until March 21, 2025, at which time the KWB Participants ceased operations. Recharge operations for the Pioneer Project (Pioneer) began on February 3, 2025, and continued until February 7, 2025, at which time the Pioneer Participants ceased operations. Recharge operations for the Berrenda Mesa Project began on February 5, 2025, and continued until February 7, 2025, at which time the Berrenda Mesa Participants ceased operations.

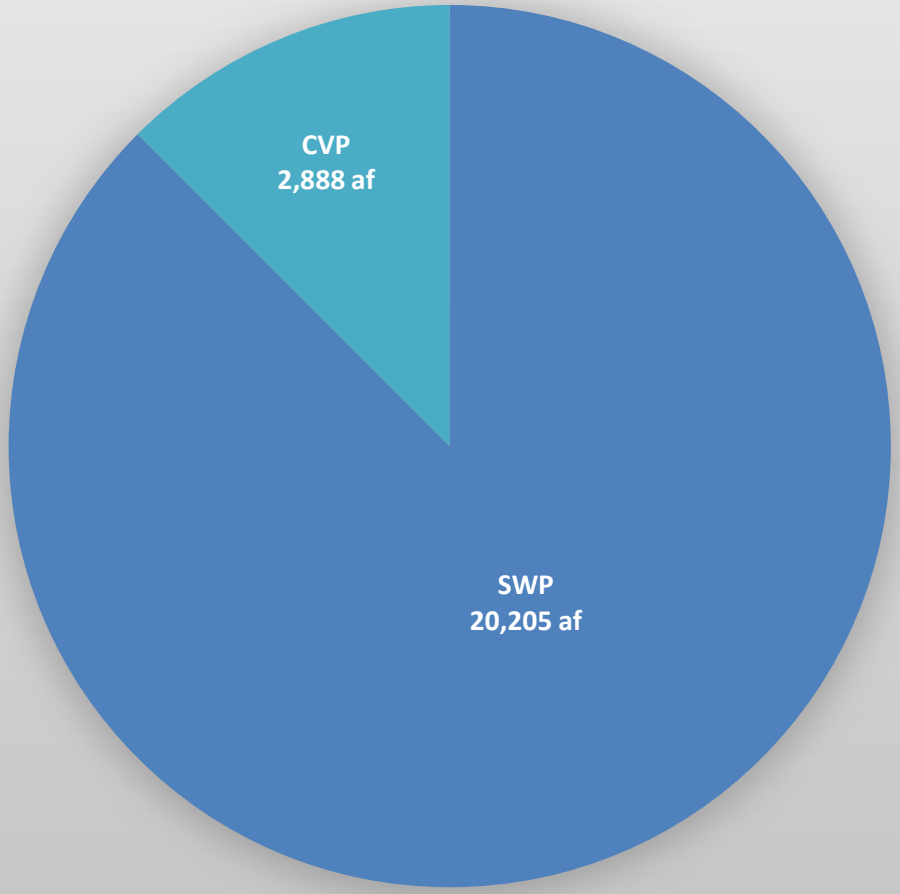
As of May 31, 2025, approximately 23,100 acre-feet have been delivered in 2025 to the Kern Fan banking projects. A summary of deliveries by water type is provided as Attachment 1, and a summary of deliveries by project is provided as Attachment 2.

Groundwater Levels – Kern Fan
A map identifying the location of groundwater measurements is provided as Attachment 3, and a depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 4.

Other Activities
- Pulled new wire from electrical cabinet to motor on BK 4, BK 5, BK 6 and BK 11 wells after vandalism;
- Assisted contractor with test running KCWA 39 well;
- Repaired/welded vandalized well huts on multiple Agency wells;

- Tested pump rotation and electrically tested all Joint Use Recovery Project (JURP) wells;
- Replaced fuse on JURP reclosure switch;
- Pulled new wire from electrical cabinet to motor on KCWA 3 well after vandalism;
- Fabricated new sounder tips;
- Graded roads on North Pioneer with motor grader;
- Performed rodent abatement on Pioneer property; and
- Completed Kern Fan Monthly water measurements.

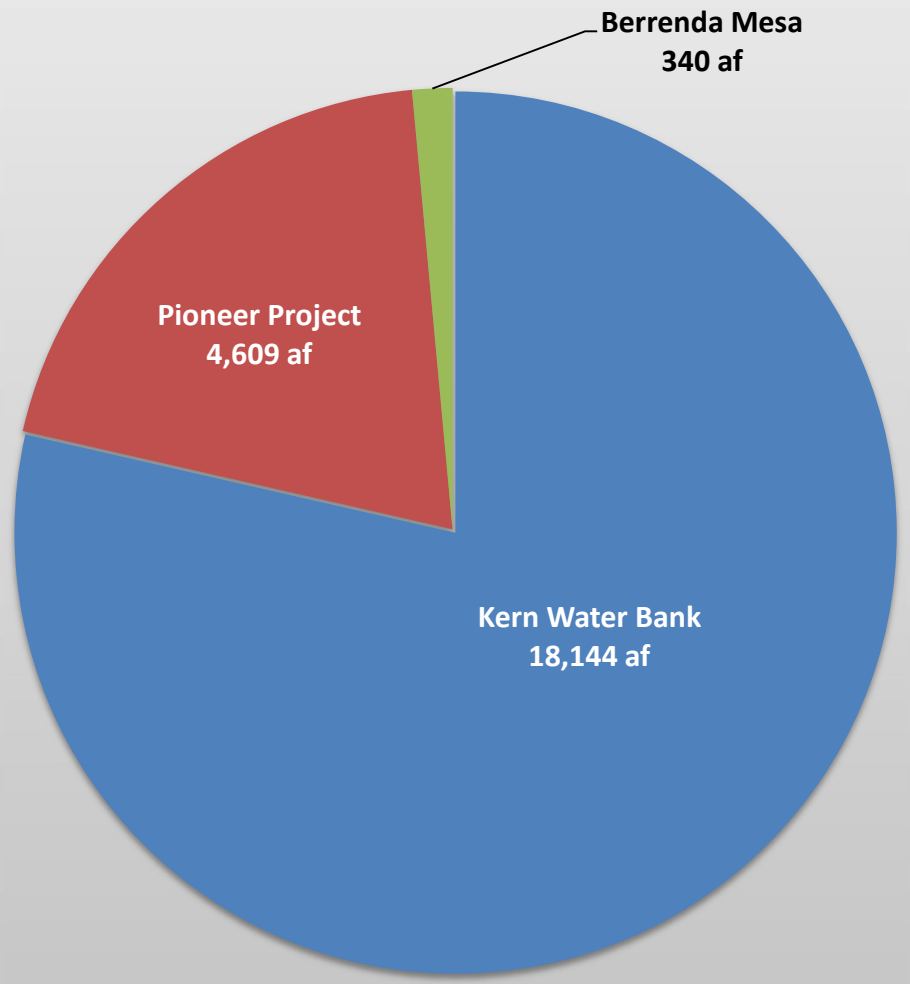
2025 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through May 31, 2025
Total Deliveries 23,093 af



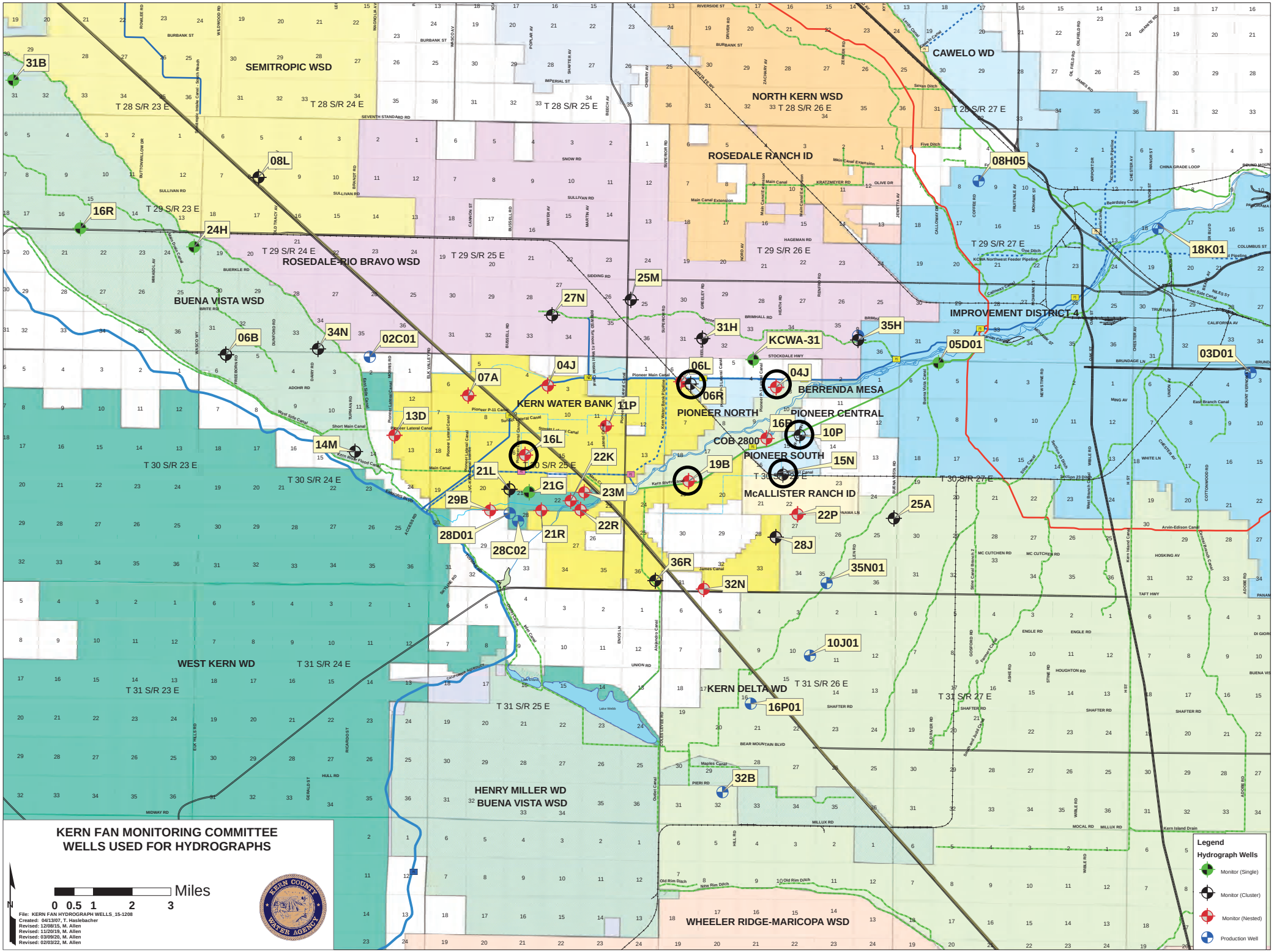
2025 Estimated Kern Fan Banking Project Deliveries (by Project)

Deliveries through May 31, 2025

Total Deliveries **23,093** af



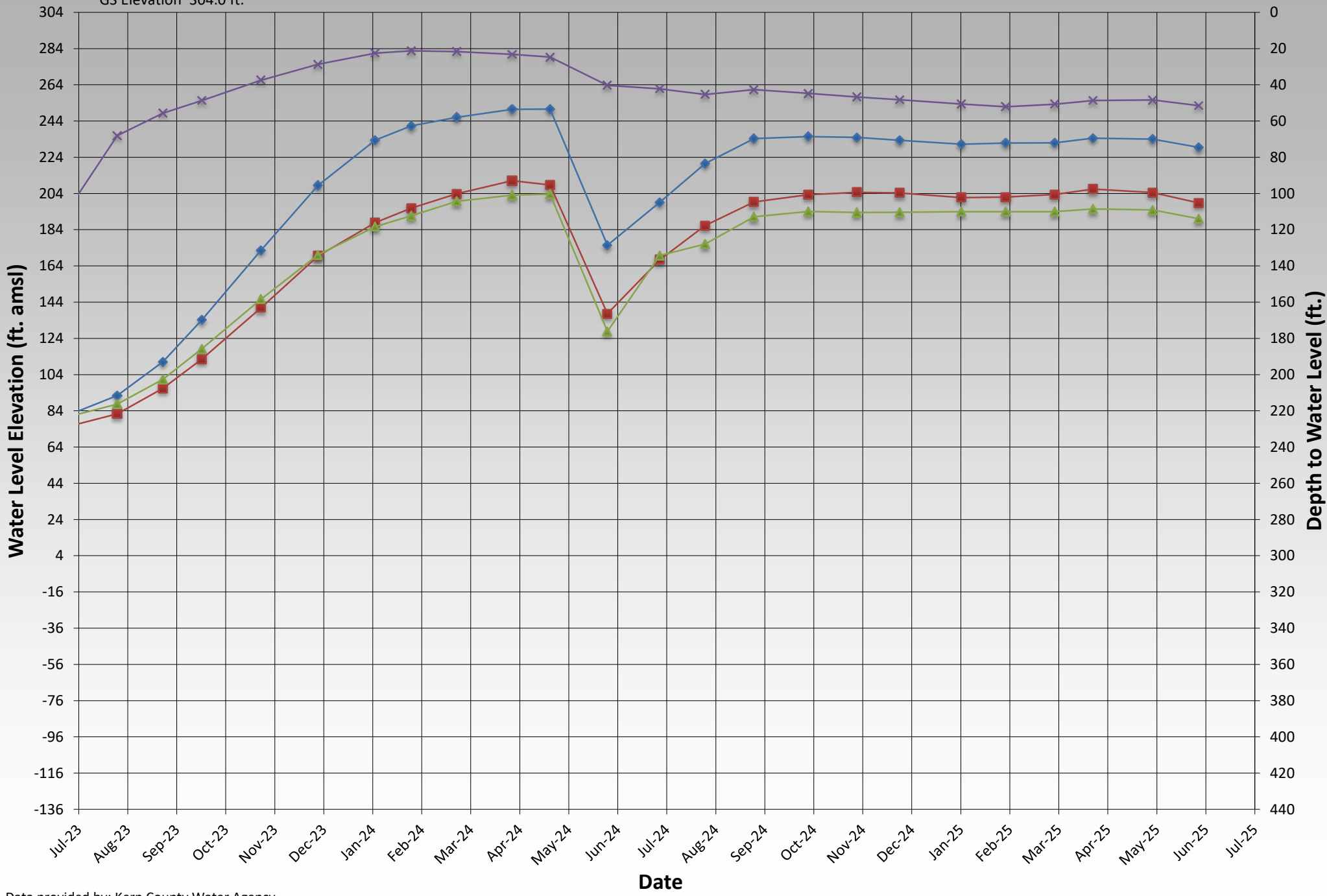
Attachment 3



30S/25E-16L

Attachment 4
KCWA
GROUNDWATER
DATABASE

GS Elevation 304.0 ft.

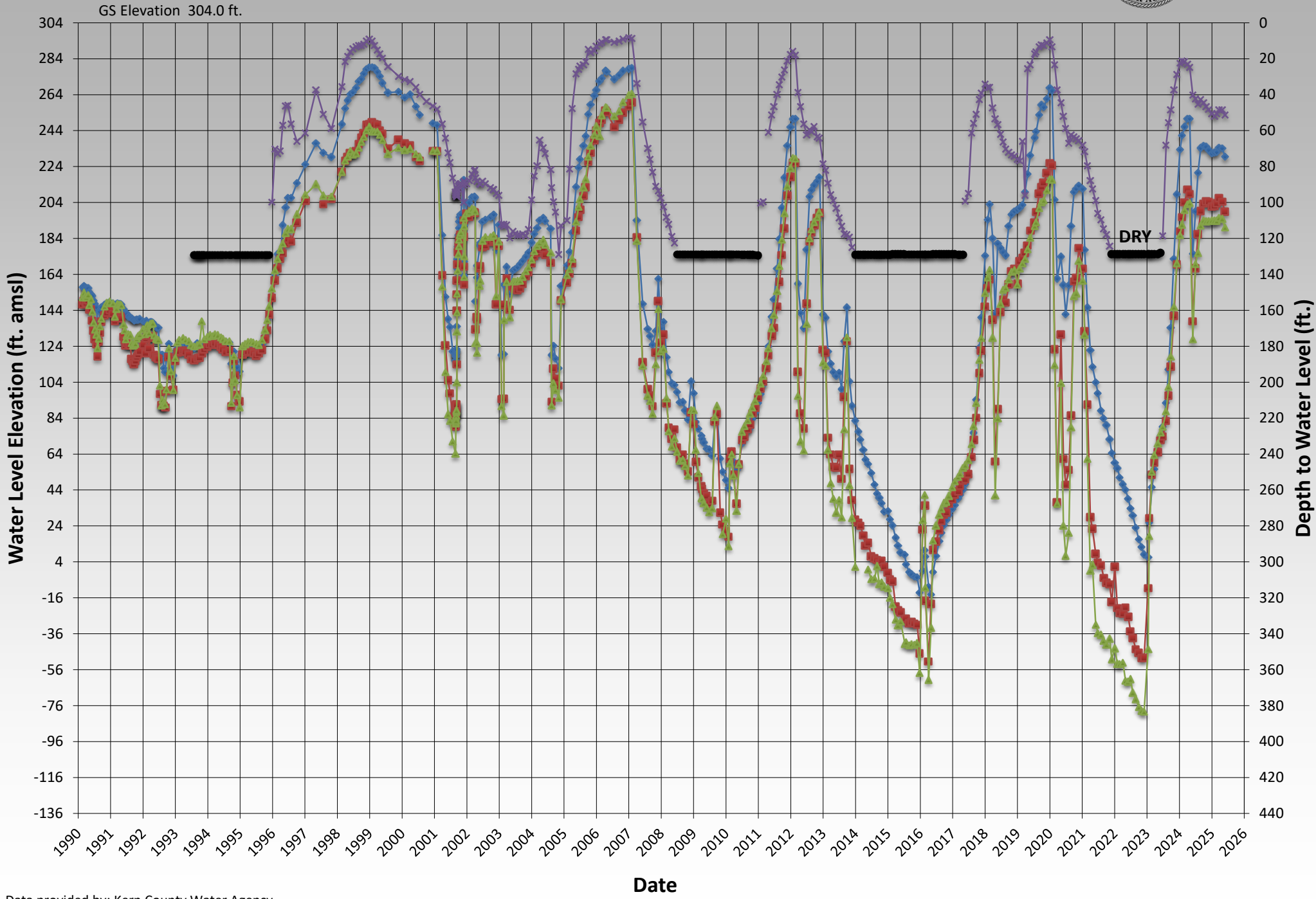


Data provided by: Kern County Water Agency

16L01 PERF INT 285'-345
16L02 PERF INT 515'-555'
16L03 PERF INT 645'-690'
16L04 PERF INT 100'-130'
DRY 16L04

30S/25E-16L

Attachment 4
KCWA
GROUNDWATER
DATABASE

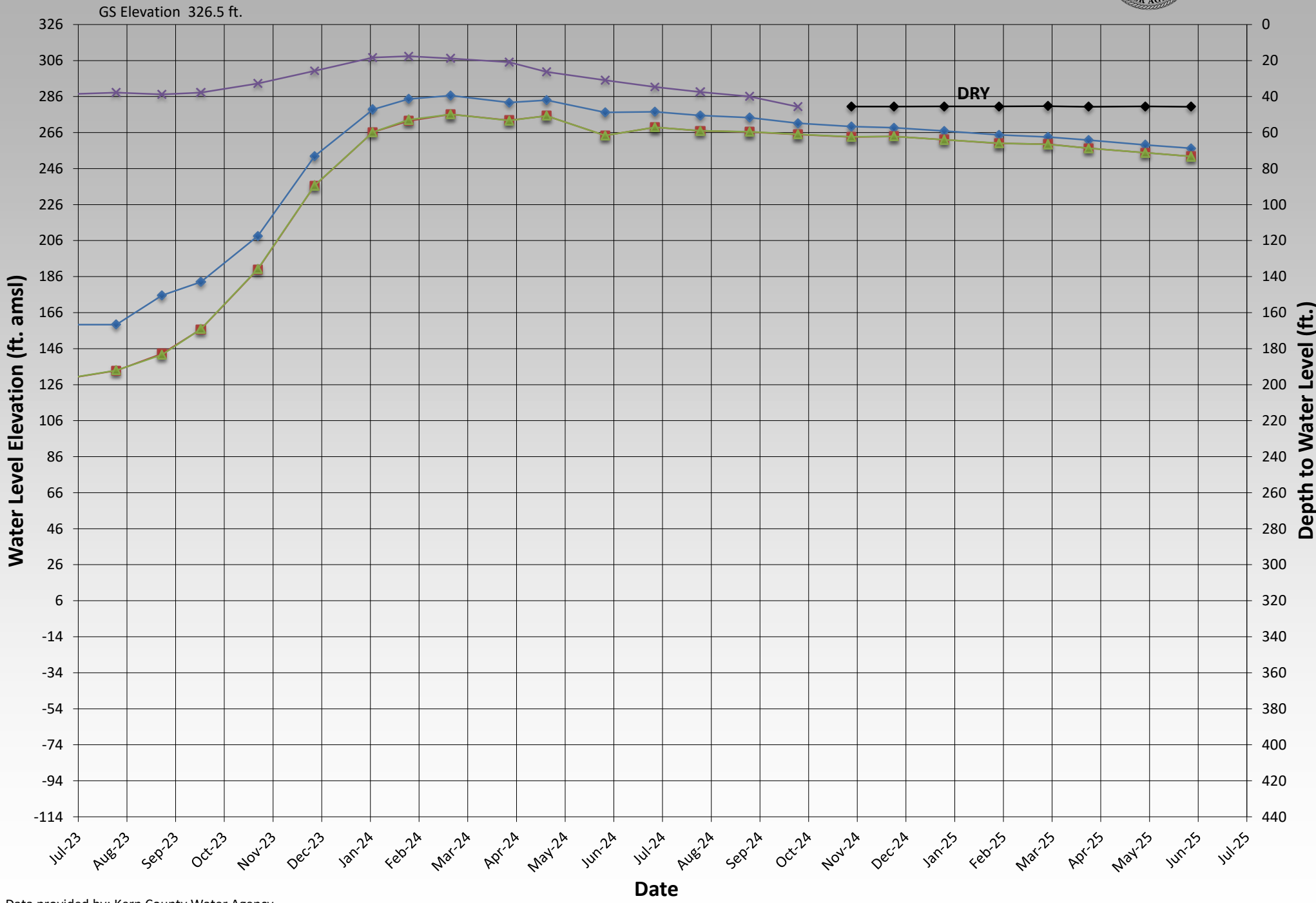


Data provided by: Kern County Water Agency

16L01 PERF INT 285'-345
16L02 PERF INT 515'-555'
16L03 PERF INT 645'-690'
16L04 PERF INT 100'-130'
DRY 16L04

30S/26E-19B

Attachment 4
KCWA
GROUNDWATER
DATABASE



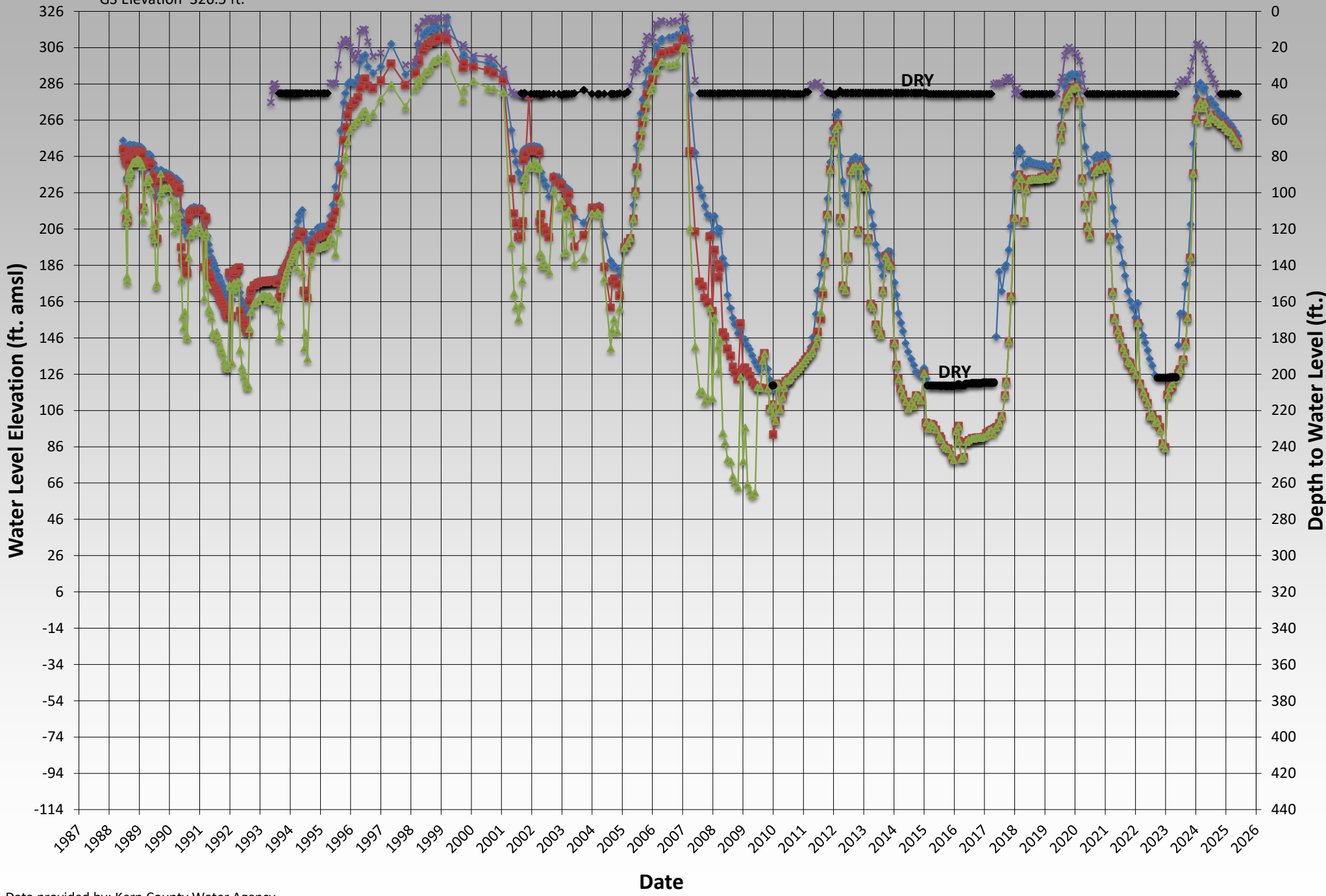
Data provided by: Kern County Water Agency

19B01 PERF INT 120'-220' | 19B02 PERF INT 300'-390' | 19B03 PERF INT 500'-590' | 19B04 PERF INT 35'-45' | DRY 19B01 | DRY 19B04

30S/26E-19B

Attachment 4
KCWA
GROUNDWATER
DATABASE

GS Elevation 326.5 ft.



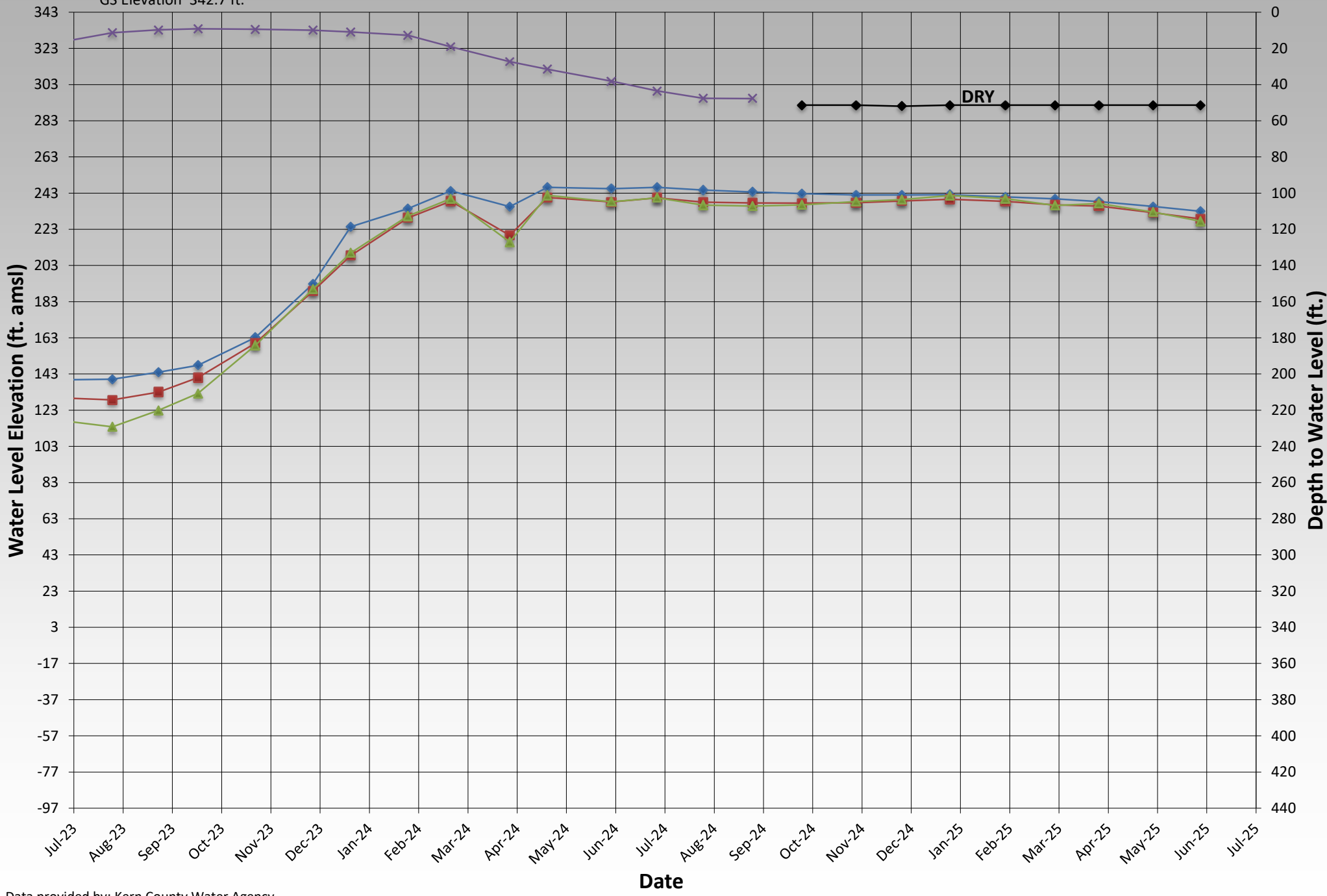
Data provided by: Kern County Water Agency

19B01 PERF INT 120'-220' | 19B02 PERF INT 300'-390' | 19B03 PERF INT 500'-590' | 19B04 PERF INT 35'-45' | DRY 19B01 | DRY 19B04

Attachment 4
KCWA
GROUNDWATER
DATABASE

30S/26E-15N
South Pioneer Monitoring Well

GS Elevation 342.7 ft.



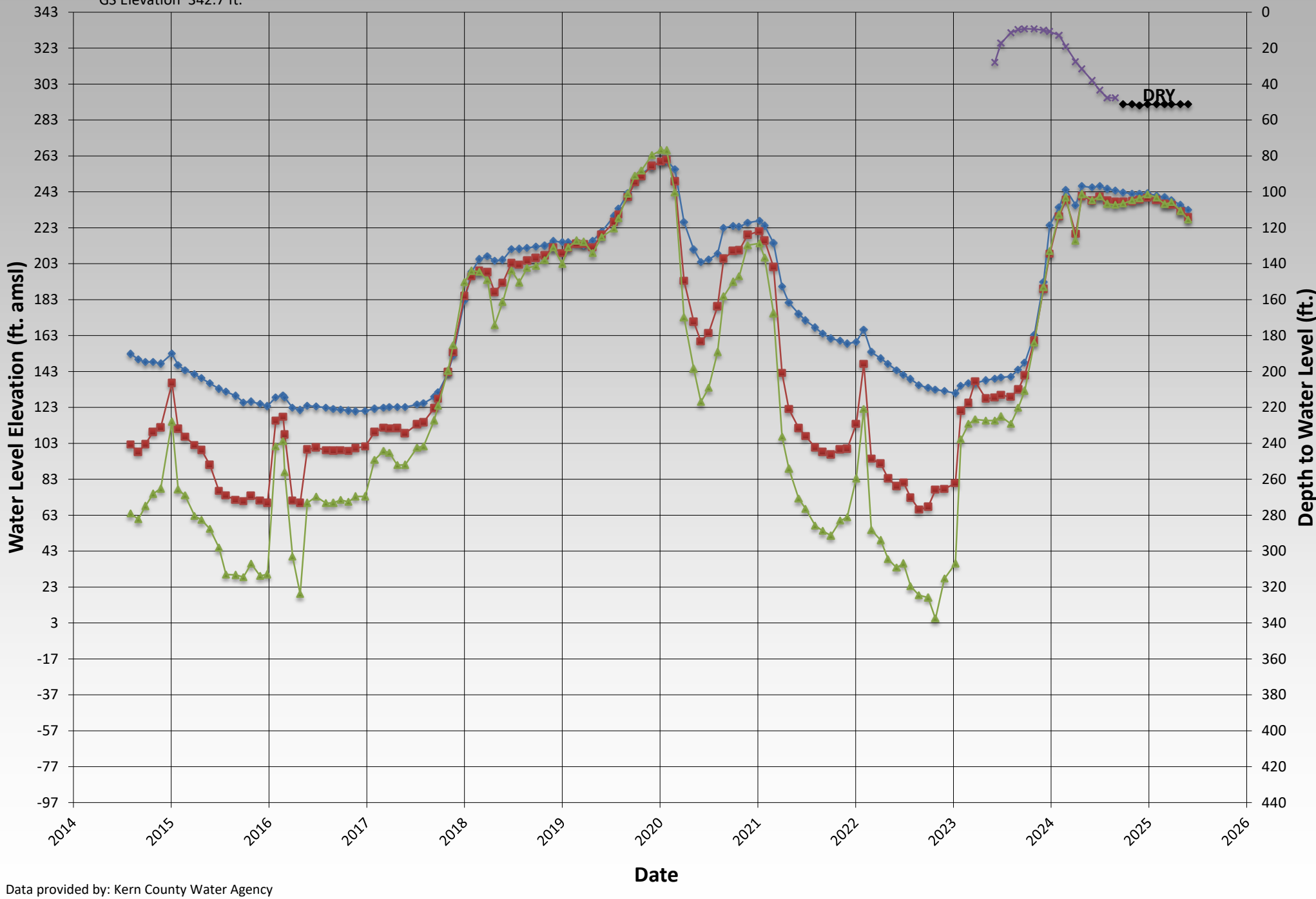
Data provided by: Kern County Water Agency

15N01 PERF INT 240'-280' | 15N02 PERF INT 450'-490' | 15N03 PERF INT 510'-550' | 15N04 PERF INT 10' - 50' | DRY 15N01 | DRY 15N04

Attachment 4
KCWA
GROUNDWATER
DATABASE

30S/26E-15N
South Pioneer Monitoring Well

GS Elevation 342.7 ft.

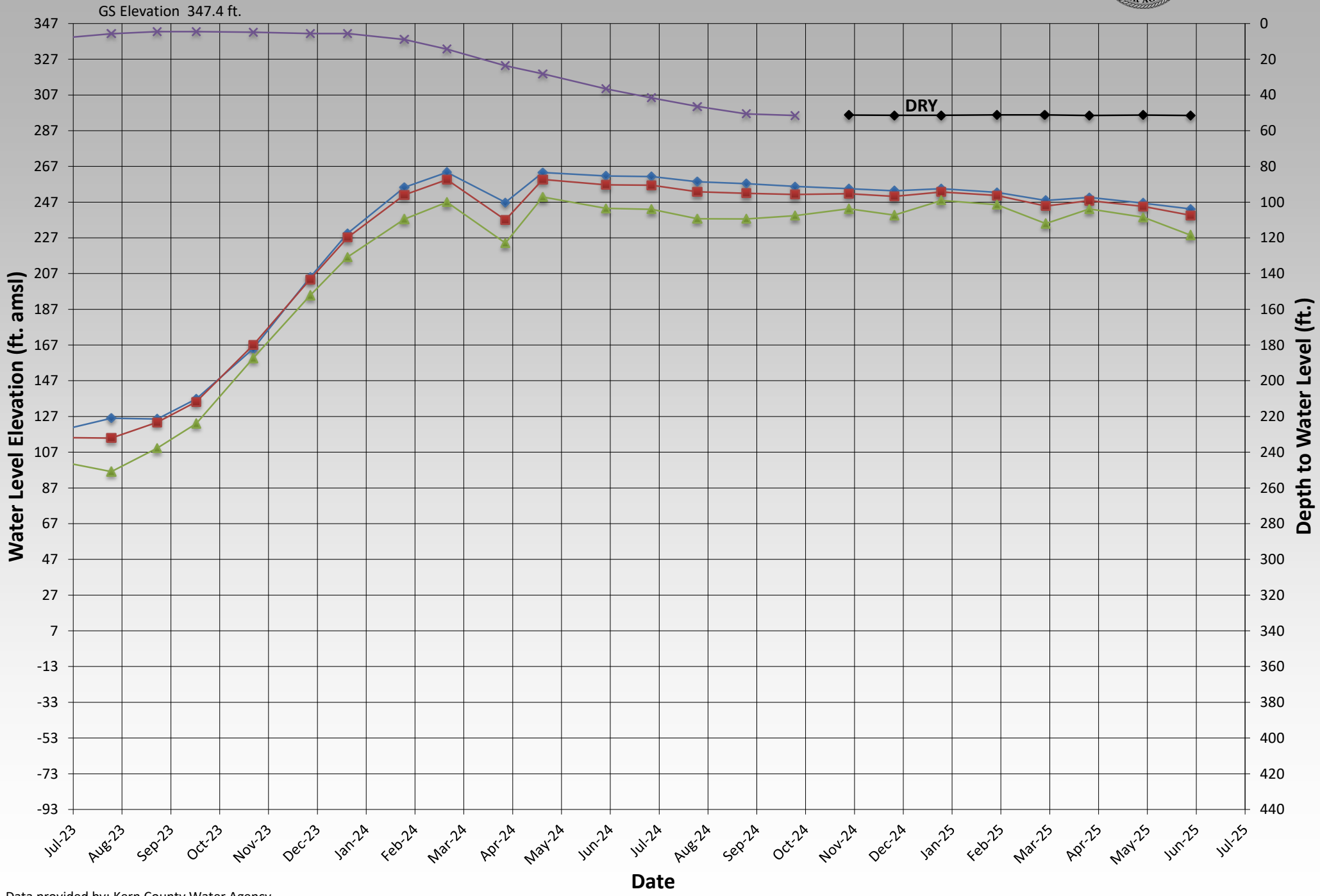


Data provided by: Kern County Water Agency

15N01 PERF INT 240'-280' | 15N02 PERF INT 450'-490' | 15N03 PERF INT 510'-550' | 15N04 PERF INT 10' - 50' | DRY 15N01 | DRY 15N04

30S/26E-10P

Attachment 4
KCWA
GROUNDWATER
DATABASE



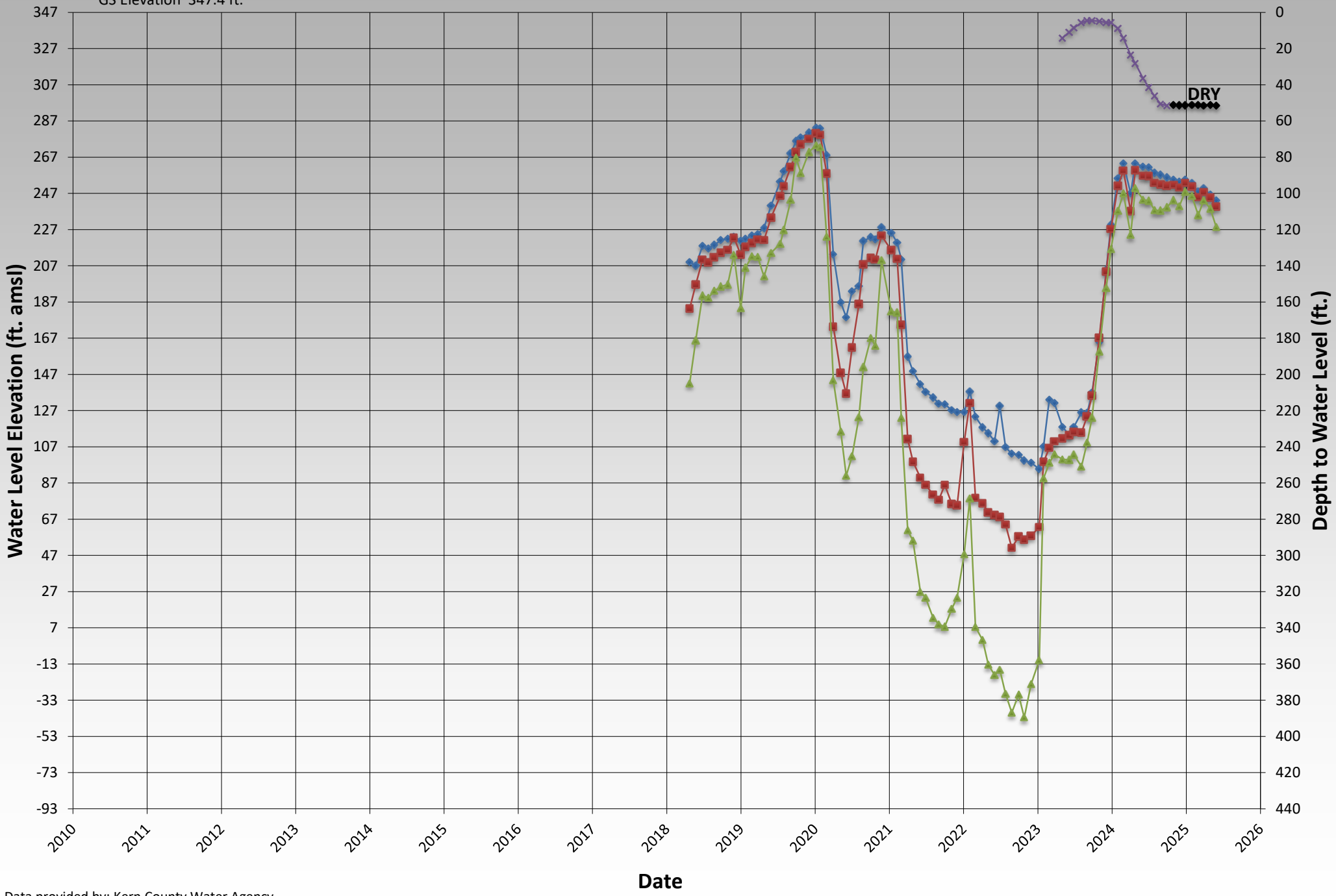
Data provided by: Kern County Water Agency

10P02 PERF INT 210' - 250' | 10P03 PERF INT 355' - 395' | 10P04 PERF INT 665' - 705' | 10P05 PERF INT 10' - 50' | DRY 10P02 | DRY 10P05

30S/26E-10P

Attachment 4
KCWA
GROUNDWATER
DATABASE

GS Elevation 347.4 ft.

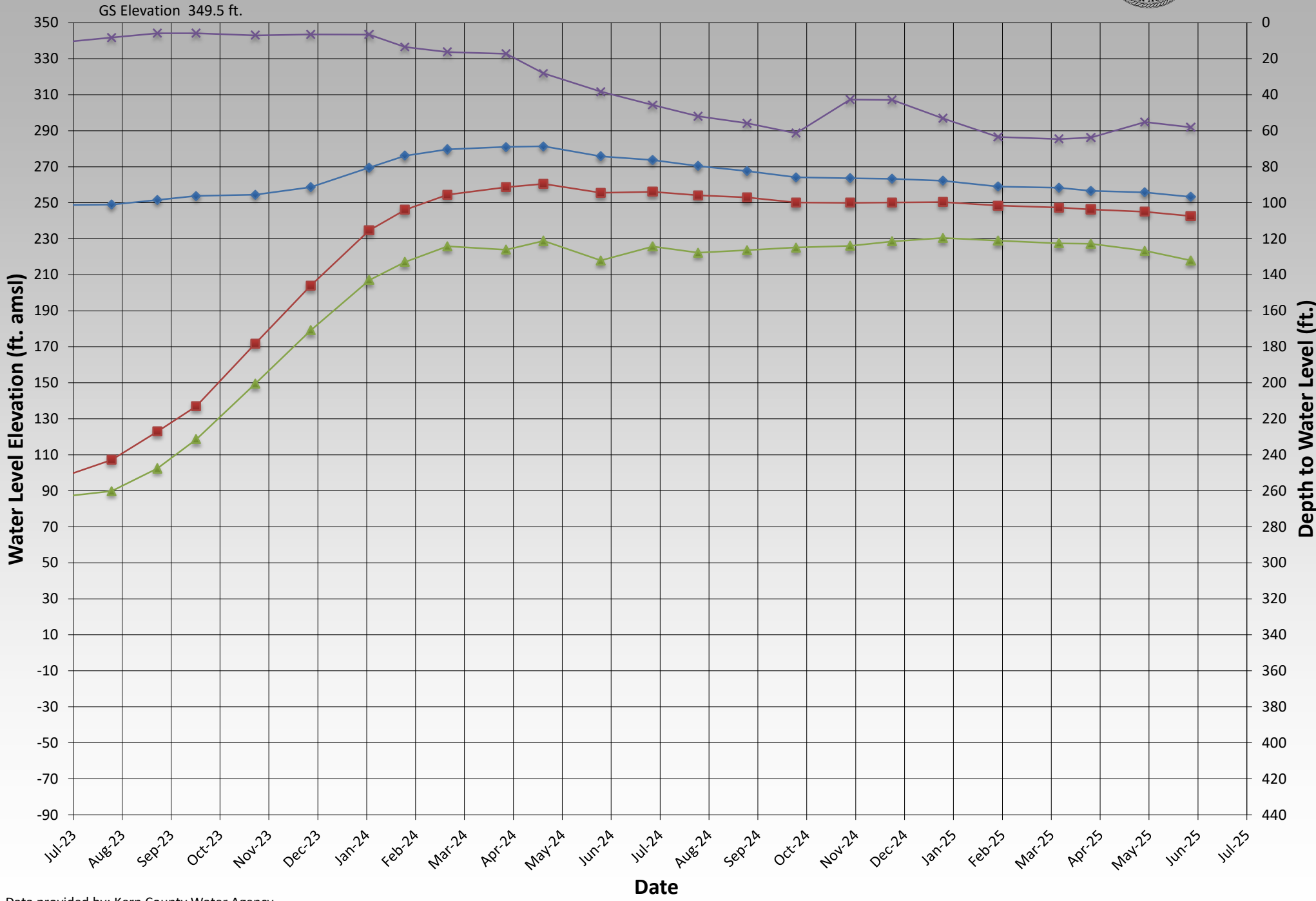


Data provided by: Kern County Water Agency

10P02 PERF INT 210' - 250' | 10P03 PERF INT 355' - 395' | 10P04 PERF INT 665' - 705' | 10P05 PERF INT 10' - 50' | DRY 10P02 | DRY 10P05

30S/26E-04J

Attachment 4
KCWA
GROUNDWATER
DATABASE

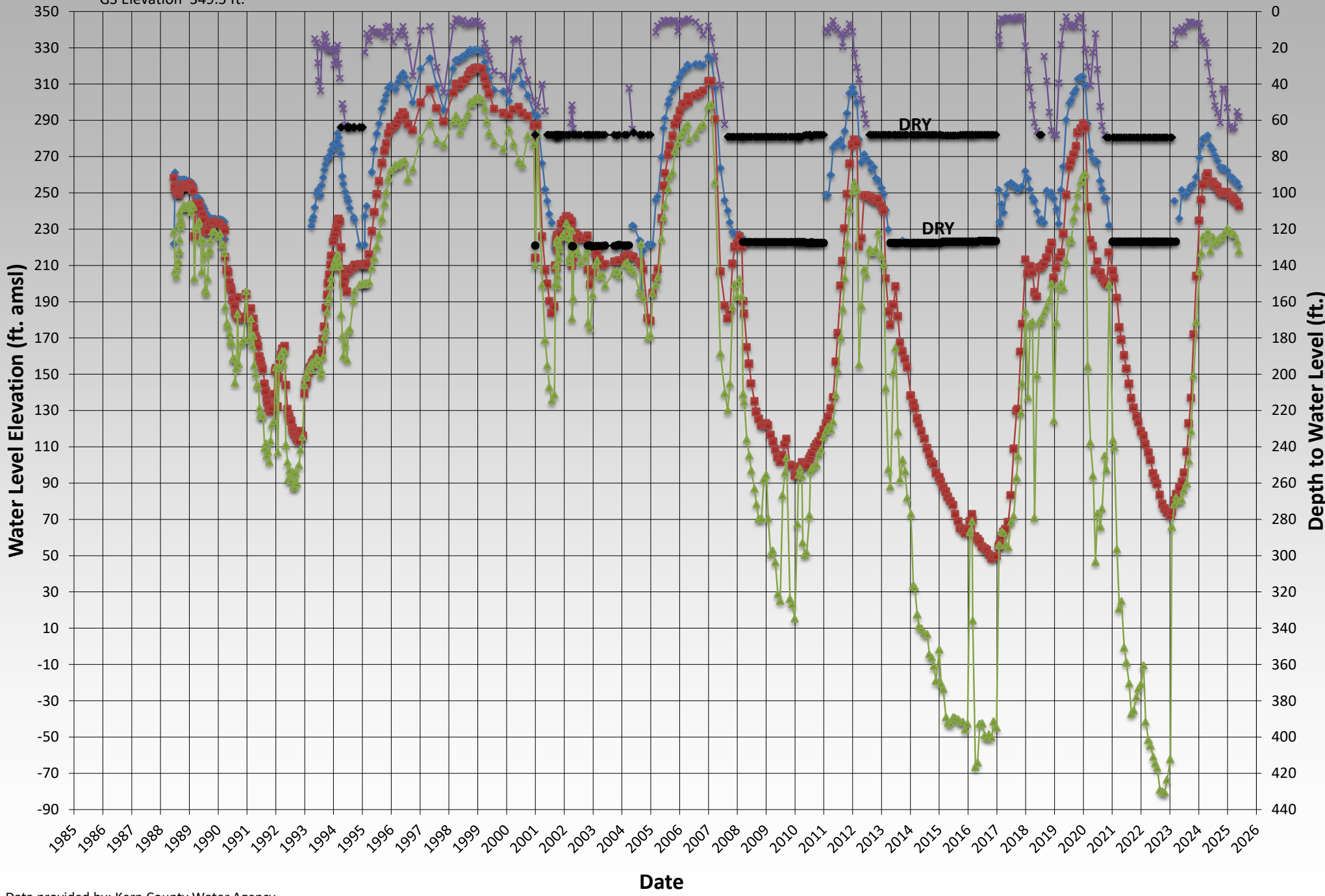


Data provided by: Kern County Water Agency

04J01 PERF INT 100'-150' | 04J02 PERF INT 223'-375' | 04J03 PERF INT 560'-650' | 04J04 PERF INT 45'-65' | DRY 04J01 | DRY 04J04

30S/26E-04J

Attachment 4
KCWA
GROUNDWATER
DATABASE

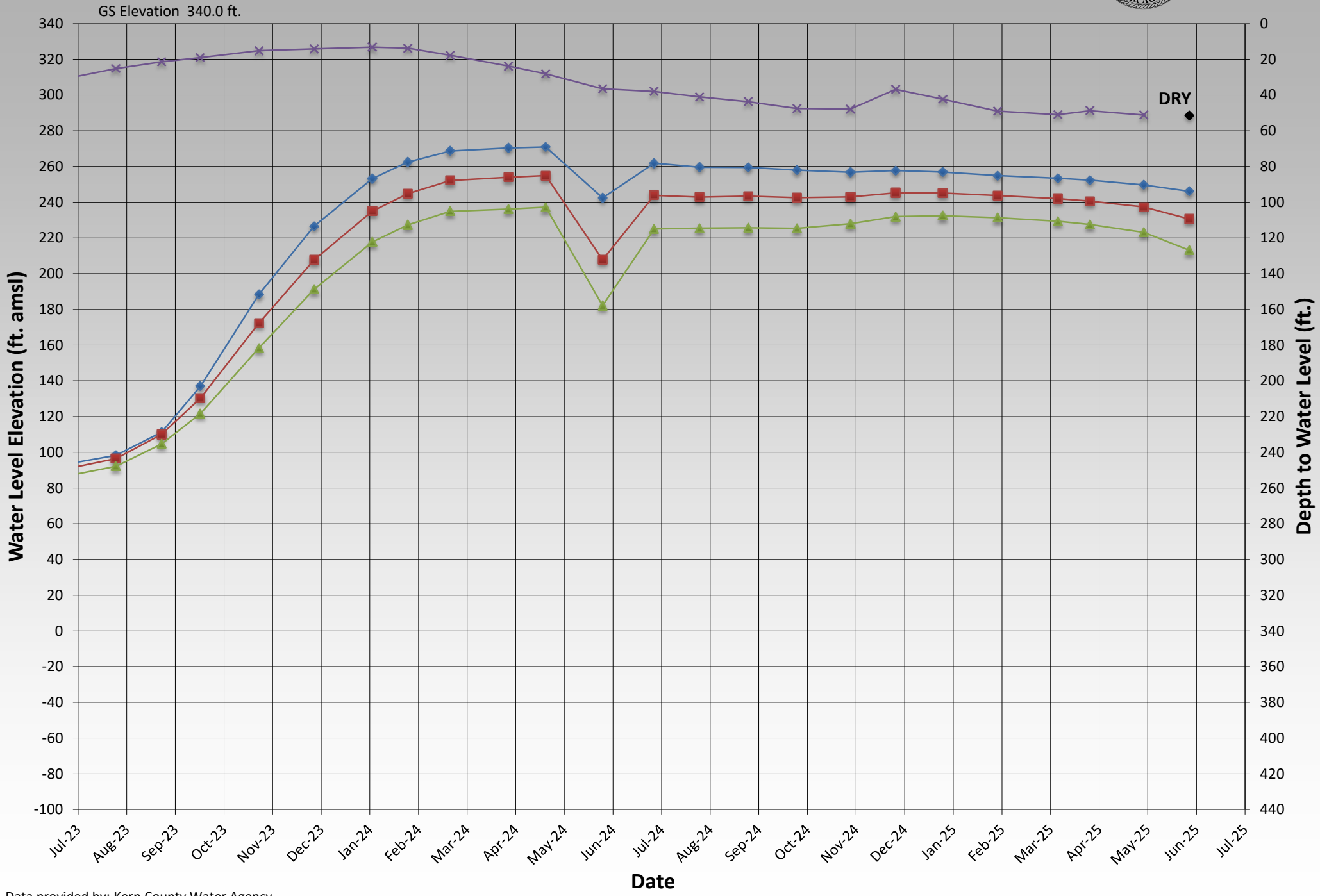


Data provided by: Kern County Water Agency

04J01 PERF INT 100'-150' | 04J02 PERF INT 223'-375' | 04J03 PERF INT 560'-650' | 04J04 PERF INT 45'-65' | DRY 04J01 | DRY 04J04

30S/26E-06R

Attachment 4
KCWA
GROUNDWATER
DATABASE



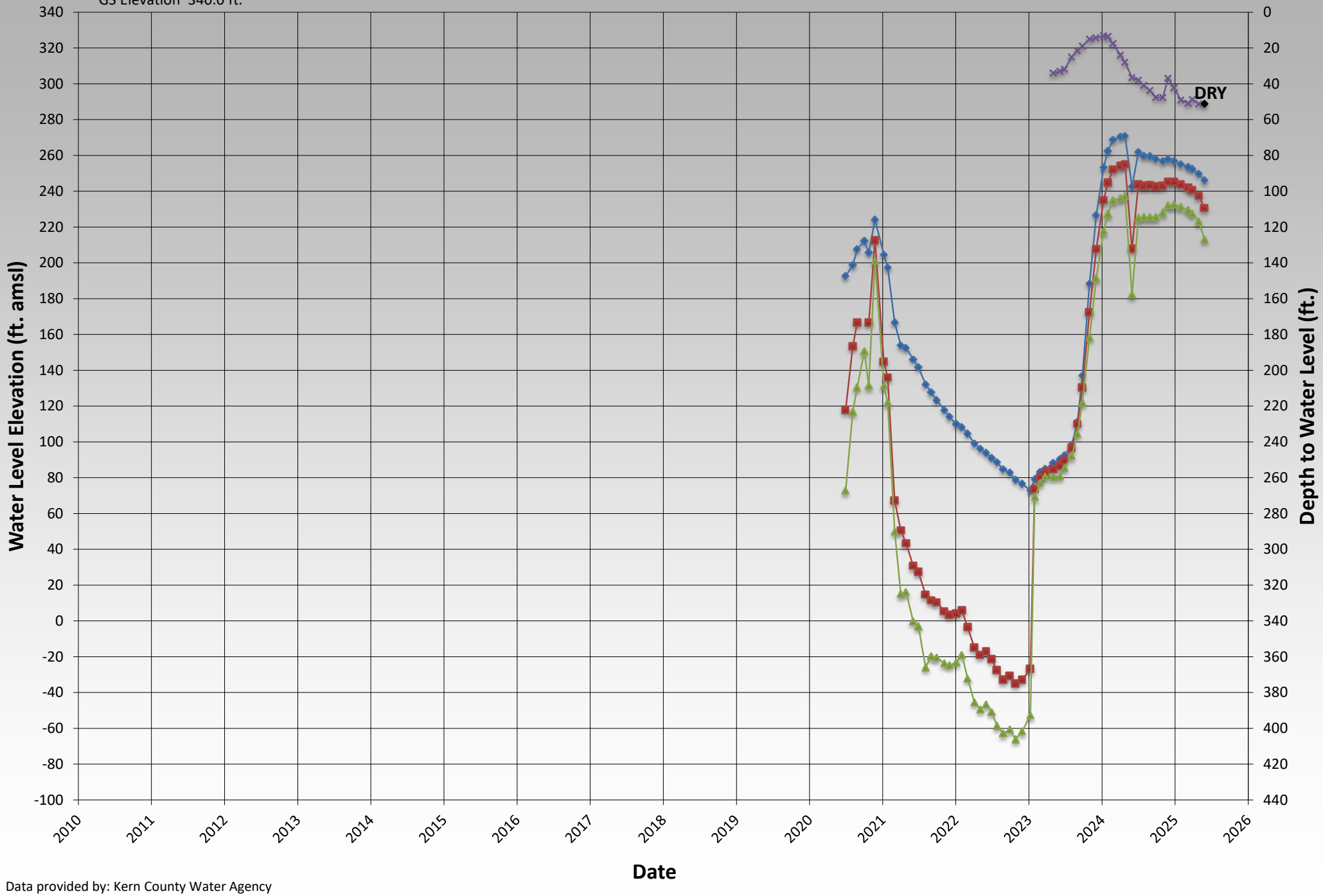
Data provided by: Kern County Water Agency

06R02 PERF INT 292' - 320' | 06R03 PERF INT 510' -540' | 06R04 PERF INT 610' - 640' | 06R05 PERF INT 10' - 50' | DRY 06R02 | DRY 06R05

30S/26E-06R

Attachment 4
KCWA
GROUNDWATER
DATABASE

GS Elevation 340.0 ft.



Data provided by: Kern County Water Agency

06R02 PERF INT 292' - 320' | 06R03 PERF INT 510' -540' | 06R04 PERF INT 610' - 640' | 06R05 PERF INT 10' - 50' | DRY 06R02 | DRY 06R05

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 3

FROM: Micah Clark

DATE: June 26, 2025

SUBJECT: Authorization to Amend the 2025 Pioneer Project Budget

Issue:
Consider amending the 2025 Pioneer Project Budget.

Recommended Motion:
Approve an amendment to the 2025 Pioneer Project Budget as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 3.

Discussion:
Pursuant to the Pioneer Project Participation Agreement, Kern County Water Agency (Agency) staff and the Pioneer Project Participants (Participants) Budget Subcommittee developed the 2025 Pioneer Project annual and capital project budgets (Budget), which were approved at the November 20, 2024 Agency Board of Directors meeting. Since this time, (1) the Kern Water Bank Authority (Authority) has agreed to fund fifty percent of the Nord Turnout replacement project, (2) three separate proposals from Meyer Civil Engineering (construction management services), Soils Engineering, Inc. (geotechnical services) and MAC General Engineering, Inc. (construction services) have been received for the combined Basin 9 Turnout and the North Pioneer Section 4 East Basin Turnout project and (3) the Authority has provided updated construction costs for the Participants share of the Basin 11 Turnout. The proposed Budget amendment reflects an overall decrease in costs. The Participants and Agency staff recommend amending the 2025 Budget provided as Attachment 1. The Agency's share of the amended 2025 Pioneer Project annual budget is $366,198, a decrease of $43,657 from the previously approved budget.

TABLE 1

6/12/2025

Pioneer Project
2025 Budget
Amended

	2024 Budget	Actual 8/31/2024	Anticipated 12/31/2024	Total 2024 Expense	Amount Remaining	2025 Budget
Administration (Table 2)…….….....	$ 1,022,900	$ 402,600	$ 382,000	$ 784,600	$ 238,300	$ 1,314,000
Recharge O&M (Table 3)…….…….….....	358,000	130,200	108,600	238,800	119,200	600,300
Recovery O&M (Table 4)…….…….….....	624,900	518,000	147,400	665,400	(40,500)	844,500
Subtotal	**2,005,800**	**1,050,800**	**638,000**	**1,688,800**	**317,000**	**2,758,800**
Replacement - Recharge Facilities (Table 5)…….....	3,558,700	86,200	55,300	141,400	3,417,300	3,086,000
Capital - Recharge Facilities (Table 6)…….….....	820,600	8,800	4,300	13,100	807,400	544,800
Capital - Recovery Facilities (Table 7)…….….....	12,000	-	-	-	12,000	87,000
Subtotal	**4,391,300**	**95,000**	**59,600**	**154,500**	**4,236,700**	**3,717,800**
**Total…….....	**$ 6,397,100**	**$ 1,145,800**	**$ 697,600**	**$ 1,843,300**	**$ 4,553,700**	**$ 6,476,600**

TABLE 2

6/12/2025

Pioneer Project
2025 Budget
Administration [1]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	Actual	Anticipated	Total	Amount	2025
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 89,500**	**$ 62,928**	**$ 31,460**	**$ 94,388**	**$ (4,888)**	**$ 91,600**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance [2]							
Subtotal		**130,300**	**20,300**	**109,300**	**129,600**	**700**	**150,500**
4. Administration [3]							
Subtotal		**7,000**	**87,603**	**87,000**	**174,603**	**(167,603)**	**181,300**
5. Professional Services [4]							
Subtotal		**6,000**	**195**	**100**	**295**	**5,705**	**6,000**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
7. Pioneer survey of record [5]	Professional Services	**62,000**	**-**	**42,000**	**42,000**	**20,000**	**20,000**
8. Sustainable Groundwater Management Act							
	Agency Staff, Administration	125,000	101,359	50,700	152,059	(27,059)	200,000
	Professional Services	150,000	53,030	26,500	79,530	70,470	150,000
	Basin Coordination Fees	200,000	69,850	34,900	104,750	95,250	200,000
Subtotal		**475,000**	**224,239**	**112,100**	**336,339**	**138,661**	**550,000**
9. Property fencing - bike path							
	Agency Staff, Administration	22,500	-	-	-	22,500	28,600
	Professional Services	46,000	-	-	-	46,000	52,000
	Structures and Improvements [6]	178,600	-	-	-	178,600	234,000
Subtotal		**247,100**	**-**	**-**	**-**	**247,100**	**314,600**
10. Aerial Photogrammetry							
	Agency Staff, Administration	-	32	-	32	(32)	-
	Professional Services	6,000	7,347	-	7,347	(1,347)	-
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**6,000**	**7,379**	**-**	**7,379**	**(1,379)**	**-**
Total		**$ 1,022,900**	**$ 402,600**	**$ 382,000**	**$ 784,600**	**$ 238,300**	**$ 1,314,000**

[1] This budget includes administration of leases, easements, storage accounts, budgets, attending meetings, collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

[2] Includes $1,200 for water quality sampling for the Kern Fan Monitoring Committee, $40,000 for tree removal and $109,300 to mow one-half of Pioneer.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $6,000 for safety coordinator.

[5] Remainder of South Pioneer to be surveyed in 2025.

[6] Assumes $20/foot of 5-strand barbed wire with seven access gates (for a total of 9,000 feet). A 15 percent contingency is included for 2025.

TABLE 3

6/12/2025

Pioneer Project
2025 Budget
Recharge O&M [1]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	**Actual**	**Anticipated**	**Total**	**Amount**	**2025**
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 26,000**	**$ 38,500**	**$ 19,250**	**$ 57,750**	**$ (31,750)**	**$ 71,500**
2. Operations [2]							
Subtotal		**3,000**	**-**	**-**	**-**	**3,000**	**3,000**
3. Maintenance [3]							
Subtotal		**274,000**	**3,213**	**1,610**	**4,823**	**269,177**	**171,500**
4. Administration [4]							
Subtotal		**-**	**88,238**	**87,620**	**175,858**	**(175,858)**	**174,300**
5. Professional Services [5]							
Subtotal		**55,000**	**264**	**130**	**394**	**54,606**	**55,000**
6. Structures and Improvements [6]							
Subtotal		**-**	**-**	**-**	**-**	**-**	**125,000**
Total		**$ 358,000**	**$ 130,200**	**$ 108,600**	**$ 238,800**	**$ 119,200**	**$ 600,300**

[1] This budget includes administrative items and maintaning levees, roads, canals and channels as needed, pursuant to the annual levee inspection, maintenance and restoration program. Dredging of James Canal will be evaluated in 2024.

[2] Includes PG&E standby charges for the Section 4 pump.

[3] Includes maintenance of interbasin structures, electrical and mechanical repairs, parts and equipment.

[4] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[5] Includes $4,000 for Avadine database and reporting, including software updates as needed, in addition to $51,000 for assistance with maintaining levees, roads, canals and channels as needed.

[6] Includes $125,000 for the Pioneer South pipe culvert maintenance.

TABLE 4

6/12/2025

Pioneer Project
2025 Budget
Recovery O&M [1]
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	**Actual**	**Anticipated**	**Total**	**Amount**	**2025**
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 40,100**	**$ 65,820**	**$ 32,910**	**$ 98,730**	**$ (58,630)**	**$ 111,000**
2. Operations [2]							
Subtotal		**106,000**	**-**	**-**	**-**	**106,000**	**106,000**
3. Maintenance [3]							
Subtotal		**130,000**	**48,551**	**23,140**	**71,691**	**58,309**	**123,000**
4. Administration [4]							
Subtotal		**20,000**	**98,035**	**90,680**	**188,715**	**(168,715)**	**190,300**
5. Professional Services [5]							
Subtotal		**14,200**	**1,993**	**650**	**2,643**	**11,557**	**14,200**
6. Structures and Improvements [6]							
Subtotal		**300,000**	**300,000**	**-**	**300,000**	**-**	**300,000**
7. Arc Flash update [7]	Professional Services	**14,600**	**3,604**	-	**3,604**	**10,996**	**-**
Total		**$ 624,900**	**$ 518,000**	**$ 147,400**	**$ 665,400**	**$ (40,500)**	**$ 844,500**

[1] This budget includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.

[2] Includes PG&E power, standby and demand charges. Budget assumes starting all 38 wells during winter rates.

[3] Budget includes sampling of one-third of wells every three years and nine additional wells in 2025, along with electrical and mechanical repairs, chemicals, parts and equipment.

[4] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[5] Includes $4,000 for Avadine database and reporting, including software updates as needed, in addition to $10,200 for well efficiency and discharge sand production testing.

[6] Two wells are planned for pump maintenance in 2025.

[7] Next Arc Flash update needed in 2028.

TABLE 5

6/12/2025

Pioneer Project
2025 Budget
Replacement - Recharge Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	**Actual**	**Anticipated**	**Total**	**Amount**	**2025**
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. Basin #9							
	Agency Staff, Administration	37,800	-	-	-	37,800	44,400
	Professional Services [1]	52,000	80	-	80	51,920	67,000
	Structures and Improvements	326,000	-	-	-	326,000	377,200
Subtotal		**415,800**	**80**	**-**	**80**	**415,720**	**488,600**
2. Nord Siphon Turnout [2]							
	Agency Staff, Administration	166,000	22,239	11,100	33,339	132,661	103,000
	Professional Services [3]	160,000	62,760	31,400	94,160	65,840	149,300
	Structures and Improvements	1,500,000	-	-	-	1,500,000	864,000
Subtotal		**1,826,000**	**84,999**	**42,500**	**127,499**	**1,698,501**	**1,116,300**
3. Spare Section 4 Pump [4]							
	Agency Staff, Administration	20,300	223	100	323	19,977	40,500
	Professional Services	40,000	-	-	-	40,000	40,000
	Structures and Improvements	365,000	-	-	-	365,000	365,000
Subtotal		**425,300**	**223**	**100**	**323**	**424,977**	**445,500**
4. North Pioneer West Basin Levee Repair							
	Agency Staff, Administration	65,600	63	-	63	65,537	65,600
	Professional Services [5]	64,000	804	400	1,204	62,796	64,000
	Structures and Improvements	592,000	-	-	-	592,000	592,000
Subtotal		**721,600**	**867**	**400**	**1,267**	**720,333**	**721,600**
5. Maintain and repair canals and structures as needed [6]							
	Agency Staff, Administration	-	-	-	-	-	-
	Professional Services	-	-	12,267	12,267	(12,267)	44,000
	Structures and Improvements	170,000	-	-	-	170,000	270,000
Subtotal		**170,000**	**-**	**12,267**	**12,267**	**157,733**	**314,000**
Total		**$ 3,558,700**	**$ 86,200**	**$ 55,300**	**$ 141,400**	**$ 3,417,300**	**$ 3,086,000**

[1] Includes $13,000 for engineering and bid support, $14,000 for materials testing and $40,000 for construction management services of the replacement of Basin 9 turnout (225 cfs). Construction is subject to revision of the Recharge Plan.

[2] Includes fifty percent of project costs, as the Kern Water Bank Authority has agreed to pay fifty percent.

[3] Includes $4,300 for design, $28,000 for bid and construction support, $30,00 for materials testing and $87,000 for construction management services.

[4] Delivery will take approximately one year from date of purchase.

[5] Includes $38,000 for design, $10,000 for materials testing and 16,000 for construction management services.

[6] Includes funds for replacement of interbasin structures.

Pioneer Project
2025 Budget
Capital Budget - Recharge Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	**Actual**	**Anticipated**	**Total**	**Amount**	**2025**
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. North Pioneer Section 4 East Basin Turnout							
	Agency Staff, Administration	12,500	32	-	32	12,468	18,600
	Professional Services [1]	25,000	-	-	-	25,000	47,000
	Structures and Improvements	100,000	-	-	-	100,000	139,400
Subtotal		**137,500**	**32**	**-**	**32**	**137,468**	**205,000**
2. McAllister/Central and South Pioneer Delivery Improvements							
	Agency Staff, Administration	4,000	3,874	1,900	5,774	(1,774)	4,000
	Professional Services [2]	40,000	-	-	-	40,000	40,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**44,000**	**3,874**	**1,900**	**5,774**	**38,226**	**44,000**
3. Basin 11 Turnout/Low Flow Channel							
	Agency Staff, Administration	17,100	4,088	2,000	6,088	11,012	23,400
	Professional Services [3]	17,100	640	300	940	16,160	38,400
	Structures and Improvements [4]	154,100	-	-	-	154,100	195,500
Subtotal		**188,300**	**4,728**	**2,300**	**7,028**	**181,272**	**257,300**
4. North Pioneer West Basin Weir Plan							
	Agency Staff, Administration	41,000	167	100	267	40,733	3,500
	Professional Services [5]	33,600	-	-	-	33,600	35,000
	Structures and Improvements	376,150	-	-	-	376,150	-
Subtotal		**450,750**	**167**	**100**	**267**	**450,483**	**38,500**
Total		**$ 820,600**	**$ 8,800**	**$ 4,300**	**$ 13,100**	**$ 807,400**	**$ 544,800**

[1] 100 cfs turnout from Section 4 Pond 3 to East Basin. Includes $13,000 for engineering and bid support, $12,000 for materials testing and $22,000 for construction management services.
[2] Includes $30,000 for design and $10,000 for geotechnical work. Construction estimated in 2025; costs to be determined.
[3] Includes construction management services for the Basin 11 Turnout and Low Flow Channel.
[4] Includes construction of the Basin 11 Turnout. Low Flow Channel construction costs will be determined during the bidding process.
[5] Includes $25,000 for construction management services and $10,000 for materials testing.

Pioneer Project
2025 Budget
Capital Budget - Recovery Facilities
Amended

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2024	**Actual**	**Anticipated**	**Total**	**Amount**	**2025**
Activity	**Description**	**Budget**	**8/31/2024**	**12/31/2024**	**2024 Expense**	**Remaining**	**Budget**
1. Groundwater transducer	Purchase	**$ 5,000**	**$ -**	**$ -**	**$ -**	**$ 5,000**	**$ 5,000**
2. Well site easements	Consultant	**7,000**	**-**	**-**	**-**	**7,000**	**7,000**
3. Metering Study [1]							
	Agency Staff, Administration	-	-	-	-	-	19,000
	Professional Services	-	-	-	-	-	56,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**-**	**-**	**-**	**-**	**-**	**75,000**
Total		**$ 12,000**	**$ -**	**$ -**	**$ -**	**$ 12,000**	**$ 87,000**

[1] Includes evaluation of the condition of existing meters and potential system-wide improvements.

TABLE 8

Pioneer Project
Annual Budget by Participant
2025

Participant	Administration				Recharge O&M				Recovery O&M [1]				Capital - Recharge			
	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total
Belridge WSD	78,183	52,122		130,305	35,718	23,812		59,530	80,109	53,406		133,515				0
Berrenda Mesa WD	78,183	52,122		130,305	35,718	23,812		59,530	80,109	53,406		133,515				0
Improvement District No. 4	45,990	30,660		76,650	21,011	14,007		35,018	47,123	31,415		78,538				0
Lost Hills WD	68,985	45,990		114,975	31,516	21,011		52,527	70,686	47,123		117,809				0
Semitropic WSD	64,386	42,924		107,310	29,414	19,610		49,024	65,972	43,982		109,954				0
Tejon-Castac WD	4,599	3,066		7,665	2,101	1,400		3,501	4,712	3,142		7,854				0
Wheeler Ridge-Maricopa WSD	119,574	79,716		199,290	54,627	36,418		91,045	122,520	81,680		204,200				0
Kern County Water Agency	65,700	43,800		109,500	30,015	20,010		50,025	35,469	23,646		59,115				0
Buena Vista WSD	65,700	43,800		109,500	30,015	20,010		50,025				0	63,210	42,140	30,850	136,200
Henry Miller WD	65,700	43,800		109,500	30,015	20,010		50,025				0	63,210	42,140	30,850	136,200
Kern Delta WD	65,700	43,800		109,500	30,015	20,010		50,025				0	63,210	42,140	30,850	136,200
Rosedale-Rio Bravo WSD	65,700	43,800		109,500	30,015	20,010		50,025				0	63,210	42,140	30,850	136,200
Total	**788,400**	**525,600**	**0**	**1,314,000**	**360,180**	**240,120**	**0**	**600,300**	**506,700**	**337,800**	**0**	**844,500**	**252,840**	**168,560**	**123,400**	**544,800**

[1] Recovery O&M includes KCWA recovery of seven percent of its Reserved Right.

TABLE 9

Pioneer Project
Annual Budget by Participant
2025

Participant	Replacement - Recharge [1]							Capital - Recovery				Total			
	Budget	Credit [2]	Balance	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total	60%	40%	Over/Under	Total
Belridge WSD	304,813	87,552	217,261	178,289	31,781	7,191	217,261	8,874	5,916		14,790	381,173	167,037	7,191	555,401
Berrenda Mesa WD	236,183	82,441	153,742	129,385	18,785	5,572	153,742	8,874	5,916		14,790	332,269	154,041	5,572	491,882
Improvement District No. 4	73,133	19,027	54,106	43,964	8,416	1,725	54,105	5,220	3,480		8,700	163,308	87,978	1,725	253,011
Lost Hills WD	343,700	83,059	260,641	210,433	42,100	8,108	260,641	7,830	5,220		13,050	389,450	161,444	8,108	559,002
Semitropic WSD	192,792	40,092	152,700	121,937	26,215	4,548	152,700	7,308	4,872		12,180	289,017	137,603	4,548	431,168
Tejon-Castac WD	4,874	1,261	3,613	2,935	563	115	3,613	522	348		870	14,869	8,519	115	23,503
Wheeler Ridge-Maricopa WSD	268,884	79,058	189,826	156,178	27,306	6,343	189,827	13,572	9,048		22,620	466,471	234,168	6,343	706,983
Kern County Water Agency	166,573	19,015	147,558	114,729	28,900	3,930	147,559				0	245,913	116,356	3,930	366,198
Buena Vista WSD	424,834	132,464	292,370	242,228	40,120	10,022	292,370				0	401,153	146,070	40,872	588,095
Henry Miller WD	240,502	97,146	143,356	123,833	13,850	5,673	143,356				0	282,758	119,800	36,523	439,081
Kern Delta WD	252,010	69,913	182,097	148,887	27,265	5,945	182,097				0	307,812	133,215	36,795	477,822
Rosedale-Rio Bravo WSD	577,702	156,389	421,313	343,632	64,052	13,628	421,312				0	502,557	170,002	44,478	717,037
Total	**3,086,000**	**867,417**	**2,218,583**	**1,816,430**	**329,353**	**72,800**	**2,218,582**	**52,200**	**34,800**	**0**	**87,000**	**3,776,750**	**1,636,233**	**196,200**	**5,609,183**

[1] Replacement - Recharge allocation based upon proportionate share of historic replacement fees collected to date.
[2] Applied Recharge Replacement Reserve credits, including use of facility replacement fees collected from 1997-2023 ($742,417) and KWBA payment ($125,000).

DRAFT

Pending Attachment 1

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 4a

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project

Issue:
Consider authorizing the Water Resources Manager to execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project.

Recommended Motion:
Authorize the Water Resources Manager to execute an Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project, subject to General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 4a.

Discussion:
On December 13, 1995, the Kern County Water Agency (Agency) and Kern Water Bank Authority (Authority) executed the Transfer and Exchange Agreement (Transfer Agreement), which among other things, transferred the Kern Water Bank from the Agency to the Authority. The Transfer Agreement also required the development of a "Joint Use of Facilities Agreement" to facilitate the construction and operation of facilities, including a conveyance easement, on the Pioneer Project for the mutual benefit the Pioneer Project and Authority. Since 1995, Agency and Authority staff have worked to resolve outstanding issues related to the operation of the Kern Water Bank, including the easement.

Agency and Authority staff have drafted the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority of Joint Use of Facilities Within the Pioneer Project (Agreement). The Agreement is provided as Attachment 1.

Additionally, the Agreement calls for the collection of a use of facilities fee when the Authority utilizes certain Pioneer Project facilities. The Authority extensively utilized Pioneer Project facilities for 2023 recharge operations; however, as the Agreement was not fully developed, a use

of facilities fee was not assessed. Therefore, the Pioneer Participants recommended and the Authority has agreed to pay a one-time use of facilities fee of $125,000. The $125,000 will be credited to the Pioneer Project Recharge Reserve consistent with the terms of the Agreement.

Agency staff have reviewed the Agreement and recommend its approval.

DRAFT

Pending Attachment 1

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 4b

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts

Issue:
Consider authorizing the Water Resources Manager to execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts.

Recommended Motion:
Authorize the Water Resources Manager to execute an Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts, subject to General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 4b.

Discussion:
The Pioneer Project Participants (Pioneer Participants), including the Kern County Water Agency (Agency) and Kern Water Bank Authority (Authority) desire to construct the Basin 11 Turnouts Project (Project). The Project consists of the construction of a turnout from the City of Bakersfield's 2800 Acre Recharge Project's Basin 1 into Basin 11 and a second turnout from Basin 11 into the Pioneer North West Basin. The Project is intended to more efficiently deliver water supplies to Pioneer North on behalf of the Pioneer Participants and the Kern Water Bank on behalf of its participants.

The Authority will be responsible for 85 percent of the Project costs. The Pioneer Participants, including the Agency, will be responsible for 15 percent of the costs. The Pioneer Participants' share of the funds will be expended from the Pioneer Project's 2025 Capital Budget - Recharge Facilities.

Agency staff have drafted the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts (Agreement) to allow the Authority to construct the Project. The Agreement is provided as Attachment 1. Agency staff have reviewed the Agreement and recommend its approval.

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 4c

FROM: Michelle Anderson / Lauren Bauer

DATE: June 26, 2025

SUBJECT: Authorization to Retain a Construction Management Services Consultant for the Basin 1-11 Project and the Low Flow Channel Project

Issue:
Consider authorizing the Water Resources Manager to retain a construction management services consultant for the Basin 1-11 Project and the Low Flow Channel Project.

Recommended Motion:
Authorize the Water Resources Manager to execute an agreement with Dee Jaspar and Associates, Inc. for construction management services for the Basin 1-11 Project and the Low Flow Channel Project for an amount not to exceed $161,160 subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 4c.

Discussion:
Kern County Water Agency (Agency) staff recommends retaining Dee Jaspar and Associates, Inc. (DJA) as a construction management consultant to provide construction management services for the Basin 1-11 Project and the Low Flow Channel Project (Projects). Services will include construction phase assistance for the Projects.

Agency staff recommend retaining DJA to provide construction management services for an amount not to exceed $161,160. A copy of the proposed agreement along with the detailed scope of work is provided as Attachment 1. Kern Water Bank Authority (KWBA) will reimburse the Agency for its proportionate share of the costs of the Projects. Money for the Low Flow Channel Project channel weirs and berms will be paid by the Pioneer Recharge Participants. This item was previously approved by the Pioneer Recharge Participants and KWBA.

Attachment 1

KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Dee Jaspar and Associates, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires construction management services to be performed as part of the Basin 11 Turnout facilities and Low Flow Channel projects; and

WHEREAS, said services require familiarity with civil engineering and construction management standards and practices; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Water Resources Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A. Should any terms and conditions contained in Exhibit A conflict with, or provide less stringent requirements than those contained in this Agreement, the terms of this Agreement shall apply.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on June 26, 2025, and shall terminate December 31, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall not exceed $161,160 in total without express written approval of the Water Resources Manager or General Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000; general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; and workers compensation coverage at statutory limits and employers' liability coverage of $1,000,000 each accident for each employee. The general liability and auto liability coverage shall name the Agency, its directors, officers, employees and authorized volunteers as additional insureds. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized

volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A- VIII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

VIII. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

IX. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

X. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Water Resources Manager

CONSULTANT: Dee Jaspar and Associates, Inc.
2730 Unicorn Road, Building A
Bakersfield, CA 93308
ATTN: Dee Jaspar, President

and shall be effective upon receipt thereof.

XI. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be

represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By:_____	By:_____
Water Resources Manager	Dee Jaspar and Associates, Inc.

EXHIBIT A

(Scope of Work)

The Consultant will perform construction management services for the Basin 11 Turnouts Facility Project and the Low Flow Channel Project as described below.

Task #1-Basin 11 Turnouts Facilities Project Construction Phase Assistance

The Basin 11 Turnouts Facilities Project, upon completion, will be owned and operated by the City of Bakersfield. Agency staff will facilitate the construction management services on behalf of the City of Bakersfield. Work will include:

1. Pre-construction meeting tasks

    A. Attend meeting and prepare minutes
    B. Establish managerial and administrative procedures
    C. Document existing site conditions

2. Construction tasks

    A. Project coordination

        i. Operate as Project coordinator and main point of contact between all parties including; Agency staff, Kern Water Bank Authority staff, City of Bakersfield staff, Design Engineer, Contractor, Materials Testing, and the and any person, firm or company that is authorized to be on site
        ii. Organize, document and lead weekly progress meetings to review construction progress with Agency staff, Kern Water Bank Authority staff, City of Bakersfield staff, and Contractor
        iii. Organize, document and lead monthly meetings to review construction schedule with Contractor

    B. Project administration

        i. Oversee all document control as directed by Agency staff
        ii. Review and respond to Contractor's schedule, submittals and requests for information (RFI)
        iii. Maintain statement of working days, submittal logs and RFI logs
        iv. Review, evaluate, negotiate and maintain contract change orders (CCOs) as directed by Agency staff
        v. Finalize CCOs with Contractor upon Agency approval
        vi. Review, evaluate and maintain pay estimates
        vii. Lead claim resolution efforts by preparing and providing documentation and reports
        viii. Assist in labor compliance by receiving and logging certified payrolls and any other labor documentation submitted by the Contractor
        ix. Maintain and communicate weekly listings of Contractor labor on the project

    C. Construction oversight and inspection
        i. Provide daily written inspection reports and work diaries

ii. Document work progress and field conditions
iii. Ensure contract document compliance with local, State and federal regulations
iv. Ensure and verify that all California Division of Occupational Safety and Health and Agency safety regulations are followed
v. Review, verify and oversee Contractor's Storm Water Pollution Prevention Plan, Dust Control Plan and survey control
vi. Review, verify and oversee Agency's material testing consultant's sampling and testing
vii. Update and redline as-built records

3. Post-construction and Project closeout tasks

A. Facilitate final inspection
i. Perform initial inspection
ii. Schedule inspection walk through with Agency staff
iii. Prepare punch list to be provided to and completed by the Contractor
iv. Review warranty letter and provide feedback to Agency staff

B. Prepare and recommend final payment request for all Bid items and CCOs

C. Review and submit redline mark-up drawings to Agency staff

D. Maintain and deliver all Project files to the Agency within 60 days of recorded Notice of Completion

Task #2- Low Flow Channel Project Construction Phase Assistance

1. Pre-construction meeting tasks

A. Attend meeting and prepare minutes
B. Establish managerial and administrative procedures
C. Document existing site conditions

2. Construction tasks

A. Project coordination
i. Operate as Project coordinator and main point of contact between all parties including; Agency staff, Design Engineer, Contractor, Materials Testing, and the and any person, firm or company that is authorized to be on site
ii. Organize, document and lead weekly progress meetings to review construction progress with Agency staff and Contractor
iii. Organize, document and lead monthly meetings to review construction schedule with Contractor

B. Project administration
i. Oversee all document control as directed by Agency staff
ii. Review and respond to Contractor's schedule, submittals and requests for information (RFI)
iii. Maintain statement of working days, submittal logs and RFI logs

iv. Review, evaluate, negotiate and maintain contract change orders (CCOs) as directed by Agency staff
v. Finalize CCOs with Contractor upon Agency approval
vi. Review, evaluate and maintain pay estimates
vii. Lead claim resolution efforts by preparing and providing documentation and reports
viii. Assist in labor compliance by receiving and logging certified payrolls and any other labor documentation submitted by the Contractor
ix. Maintain and communicate weekly listings of Contractor labor on the project

C. Construction oversight and inspection
i. Provide daily written inspection reports and work diaries
ii. Document work progress and field conditions
iii. Ensure contract document compliance with local, State and federal regulations
iv. Ensure and verify that all California Division of Occupational Safety and Health and Agency safety regulations are followed
v. Review, verify and oversee Contractor's Storm Water Pollution Prevention Plan, Dust Control Plan and survey control
vi. Review, verify and oversee Agency's material testing consultant's sampling and testing
vii. Update and redline as-built records

3. Post-construction and Project closeout tasks

A. Facilitate final inspection
i. Perform initial inspection
ii. Schedule inspection walk through with Agency staff
iii. Prepare punch list to be provided to and completed by the Contractor
iv. Review warranty letter and provide feedback to Agency staff

B. Prepare and recommend final payment request for all Bid items and CCOs

C. Review and submit redline mark-up drawings to Agency staff

D. Maintain and deliver all Project files to the Agency within 60 days of recorded Notice of Completion

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 5a

FROM: Scott Chambless

DATE: June 26, 2025

SUBJECT: Authorization to Execute the Notice of Award for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01

Issue:
Consider adopting Resolution No. 29-25 authorizing the Water Resources Manager to execute the Notice of Award for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01.

Recommended Motion:
Adopt Resolution No. 29-25 authorizing the Water Resources Manager to execute the Notice of Award for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01.

Discussion:
On June 10, 2025, the Kern County Water Agency (Agency) Board of Directors (Board) authorized staff to issue the Notice to Invite Bids for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01 (Project). Seven (7) bids were received prior to the bid opening on June 10, 2025. The lowest bid was from MAC General Engineering, Inc. (MAC) in the amount of $469,583. A copy of the bid summary is provided as Attachment 1. A copy of the bid documents submitted by MAC is provided as Attachment 2.

The Project is scheduled to be completed 120 calendar days from the issuance of the Notice to Proceed.

Agency staff recommends awarding the contract to MAC for a total amount of $516,583 for the construction of two turnout structures in the North Pioneer East Basin. This amount includes the bid price plus a contingency of 10 percent. Money for this Project will be paid for by the Pioneer Project Recharge Participants.

Any change to the contract amount will be carefully reviewed by Agency staff to determine whether the work is necessary and not covered by the contract documents. If changes are made to the scope of work which would require expending money from the proposed contingency fund, Agency staff will follow up with an update of the changes at the next Agency Board meeting.

This item was discussed and recommended by the Pioneer Participants at the June 12, 2025 meeting.

Kern County Water Agency

Preliminary Bid Results

North Pioneer East Basin Turnout Structures Project
Contract No. KCWA 2025-01

Bid Opening - June 10, 2025

Bid No.	Contractor's Name	Base Bid
1	Bosco Constructors, Inc.*	$ 1,678,950.86
2	Nicholas Construction, Inc.	$ 850,000.00
3	Blois Construction, LLC	$ 1,487,094.00
4	W. M. Lyles Co.	$ 888,300.00
5	Laurel Ag & Water, LLC	$ 637,810.00
6	Sierra Construction & Excavation, Inc.	$ 572,520.00
7	Mac General Engineering, Inc.	$ 469,583.00

*Total Base Bid Price has been revised based on Unit Price calculations

SECTION 00102 **BIDDER'S CHECKLIST**

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bid Documents

Bidders must complete and submit one (1) copy of the following documents on or before the day and time and at the location identified in the Notice Inviting Sealed Bids:

- ☑ Section 00102 – Bidder's Checklist
- ☑ Section 00103 – Bidder's Bid
- ☑ Section 00104 – Bidder's Qualifications
- ☑ Section 00105 – Material Suppliers Information
- ☑ Section 00106 – Bidder's Non-Collusion Affidavit
- ☑ Bidder's Bid Security (one of the following):
  - ☑ Bid Bond (Section 00108)
  - ☐ Cashier's Check
  - ☐ Certified Check
  - ☐ Cash
- ☑ Section 00109 – Iran Contracting Certificate
- ☑ All issued Addenda

Contract Documents (Do Not Submit Unless Bid Awarded)

The successful Bidder whose Bid is awarded a contract for the Work must complete and submit the following documents within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder:

- ☐ Section 00200 – Contract
- ☐ Section 00201 – Guaranty
- ☐ Section 00202 – Payment Bond
- ☐ Section 00203 – Performance Bond
- ☐ Section 00204 – Maintenance Bond
- ☐ Section 00205 – Contractor's Certificate Regarding Workers' Compensation Insurance
- ☐ Section 00206 – Workers' Compensation and Employer's Liability Certificate of Insurance
- ☐ Section 00207 – Liability Insurance Certificate of Insurance

☐ Section 00208 – Labor and Other Code Requirements

Dated: 6/9/2025

MAC General Engineering, INC.
Bidder's Legal Name

Signature of Authorized Signer for Bidder

Marty Adams
Print Name of Authorized Signer for Bidder

President
Title of Authorized Signer for Bidder

END OF SECTION

SECTION 00103

BIDDER'S BID

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

MAC General Engineering, INC.
Bidder's Legal Name

P.O. Box 178 Exeter, CA 93221
Bidder's Business Address

(559)592-1888
Bidder's Telephone No.

(A) 988712
Bidder's CA Contractor's License Class and No.

madams@macgeneralengineering.com
Bidder's Email

1000012225
Bidder's DIR Public Works Registration No.

The above Bidder hereby submits the following Bid to furnish all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work generally described in the Notice Inviting Sealed Bids and more specifically described in the Contract Documents.

Bidder acknowledges receipt of the following Addenda, if any:

Addenda No.	Date Addenda Issued
1	May 19, 2025

Bidder, by submitting its Bid, acknowledges that it has read and understood the Instructions to Bidders and will comply with the Instructions to Bidders in its submission of its Bid. Bidder's completed Bidder's Bid Form and Bidder's Subcontractor Listing are incorporated herein by reference.

Dated: 6/9/2025

MAC General Engineering, INC
Bidder's Legal Name

Signature of Authorized Signer for Bidder

Marty Adams
Print Name of Authorized Signer for Bidder

President
Title of Authorized Signer for Bidder

BIDDER'S BID FORM

Item	Quantity	Units	Description of Bid Item	Unit Bid Item Price	Total Bid Item Price
1.	1	LS	Mobilization, Demobilization, Clean-up, Bonds and Insurance	$ 10,448.00	$ 10,448.00
2.	1	LS	Storm Water Pollution Control Plan and SJVAPCD Dust Control Plan	$ 8,248.00	$ 8,248.00
3.	1	LS	Construction Water	$ 2,749.00	$ 2,749.00
BASIN 9 TURNOUT					
4.	1	LS	Demolition of Existing Structures	$9,100.00	$ 9,100.00
5.	1	LS	Project Site Earthwork	$ 9,908.00	$ 9,908.00
6.	1	LS	Construct Turnout Structure	$ 247,795.00	$ 247,795.00
7.	1	LS	Rock Slope Protection	$ 46,037.00	$ 46,037.00
8.	1	LS	Reconstruct Bike Path	$ 19,315.00	$ 19,315.00
POND 3 TURNOUT					
9.	1	LS	Project Site Earthwork	$ 7,431.00	$ 7,431.00
10.	1	LS	Construct Turnout Structure	$ 90,580.00	$ 90,580.00
11.	1	LS	Rock Slope Protection	$17,972.00	$ 17,972.00
			Total Base Bid Price (Items 1-11)		$469,583.00
Total Base Bid Price (written in words)			Four hundred sixty nine thousand five hundred eighty three dollars no cents		

Abbreviations (as applicable)

CY	-	Cubic Yard(s)	LF	-	Lineal Foot (Feet)
EA	-	Each	LS	-	Lump Sum
SF	-	Square Feet	TN	-	Ton(s)
DAY	-	Day(s)	(F)	-	Final Pay Quantity

If a discrepancy is found between the Total Base Bid Price and/or the Total Bid Item Price and the Unit Bid Item Price, the Unit Bid Item Price will govern. If the sum of two (2) or more Total Bid Item Prices does not equal the Total Base Bid Price the individual Total Bid Item Prices will govern. If a discrepancy is found between the numerical Total Base Bid Price and the Total Base Bid Price in written words, the numerical Total Base Bid Price will govern.

Quantities are approximate only and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be based upon actual quantities incorporated into the Work. The Agency reserves the right to increase, decrease, or omit all quantities.

Bids are inclusive of city, county, state and federal sales, use and other taxes and assessments of every kind and nature.

[INTENTIONALLY LEFT BLANK]

BIDDER'S SUBCONTRACTOR LISTING

Pursuant to Public Contract Code section 4104, Bidder shall identify the name, business address, California contractor's license number, and DIR public works registration number of each subcontractor who will perform work or labor or render services to Bidder for the Work or who will specially fabricate and install a portion of the Work under contract with the Bidder, in an amount in excess of one-half of one percent (0.5%) of the Bidder's Base Bid Price or, in the case of Bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of Bidder's Base Bid Price or Ten Thousand Dollars ($10,000), whichever is greater. Attach additional sheets as necessary.

1.	Subcontractor: Superior Ag Construction		Address: PO Box 232 Exeter CA 93221
	CA License No.: 1012331	DIR Registration No.: 1000651923	% Total Base Bid Price: 25
2.	Subcontractor:		Address:
	CA License No.:	DIR Registration No.:	% Total Base Bid Price:
3.	Subcontractor:		Address:
	CA License No.:	DIR Registration No.:	% Total Base Bid Price:
4.	Subcontractor:		Address:
	CA License No.:	DIR Registration No.:	% Total Base Bid Price:
5.	Subcontractor:		Address:
	CA License No.:	DIR Registration No.:	% Total Base Bid Price:
6.	Subcontractor:		Address:
	CA License No.:	DIR Registration No.:	% Total Base Bid Price:

ACKNOWLEDGMENT

[May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189]

State of California)

County of Tulare)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 6/10/2025 before me Crystal Rogers personally appeared Marty Adams, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

Crystal Rogers
Notary Signature

CRYSTAL ROGERS
Notary Public - California
Tulare County
Commission # 2427254
My Comm. Expires Nov 19, 2026

END OF SECTION

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SECTION 00104

BIDDER'S QUALIFICATIONS

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

MAC General Engineering, INC.

Bidder's Legal Name

ENTITY INFORMATION

1. **Bidder's entity form** (check one):

   ☒ =Corporation ☐ Partnership ☐ Sole Proprietorship

   ☐ Limited Liability Company ☐ Joint Venture (JV)

2. **Date of formation of Bidder** (e.g., date of incorporation if a corporation):

   11/13/2013

3. **Bidder's jurisdiction of formation** (e.g., state of incorporation if a corporation):

   California

4. **Is bidder a subsidiary of another company? If so, please identify parent company(ies):**

Legal Name of Parent Company(ies)

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

5. **If Bidder is a Partnership, please identify the partners of the Partnership and percentage ownership interest of each partner in the Partnership:**

Legal Name of Partner	% Ownership Interest

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

6. **If Bidder is a JV, please identify the members of the JV and the percentage ownership interest of each member in the JV:**

Legal Name of JV Member	% Ownership Interest

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

LICENSES

7. **Please identify all licenses, registrations, certifications held by the Bidder applicable to the Work proposed to be performed and/or Goods proposed to be furnished:**

Issuing Entity	License, Reg., Cert. No.	Expiration Date
State of California	(A) 988712	5/31/2026

8. **Has any license, registration or certification held by Bidder, whether or not applicable to the Work proposed to be performed and/or Goods proposed to be furnished, ever been suspended, revoked, or has Bidder ever been subject to discipline by the entity issuing the license, registration or certification:**

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder Qualification Questionnaire" and question no.

SOLVENCY AND CLAIMS

9. **At any time during the last five (5) years has:**

Bankruptcy: Bidder ever been in bankruptcy, whether such bankruptcy was voluntary or involuntary, and whether brought under Chapter 7, 11, 12, or 13 of the U.S. Bankruptcy Code?

☒ No

☐ Yes. If answering "Yes," please attach copy of bankruptcy petition.

Public Works: Bidder ever been debarred, disqualified, removed, terminated, or otherwise prevented from bidding on or completing any public entity contract?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bids: Bidder ever been denied an award of a public entity contract based on a finding by a public entity that Bidder was not a responsive or responsible bidder?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Liquidated Damages: Bidder ever paid liquidated damages assessed under a public entity contract, whether paid directly to the public entity or applied as a set-off against money by a public entity?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bonds: A surety of Bidder on a public entity contract ever made payment on behalf of Bidder to satisfy any claims made against a performance or payment bond issued by such surety on behalf of Bidder?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Health and Safety: The U.S. Occupational Safety and Health Administration (OSHA) or the California Occupational Safety and Health Administration (Cal OSHA) ever cited and assessed penalties against Bidder for any "serious," "willful," or "repeated" violations of safety or health laws or regulations?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Environmental: The U.S. Environmental Protection Agency (EPA), any Air Quality Management District, or any Regional Water Quality Control Board ever cited and assessed penalties against Bidder for violation of environmental, air quality, or water quality laws or regulations?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Labor: The U.S. Labor Department, the California Labor Commissioner, or California Department of Industrial Relations ever order Bidder to pay back wages and/or assess penalties for failure to pay prevailing wages, to utilize apprentices, to pay overtime, to provide meal or rest breaks, or for failure to utilize a skilled and trained workforce?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

False Claims: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been found liable in a civil lawsuit or found guilty in a criminal action for making any false claim or material misrepresentation to a public entity?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Fraud: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been convicted of a federal or state crime of fraud, theft, or act of dishonesty?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

PUBLIC ENTITY CONTRACTS

10. **Please provide the following information for a minimum of three (3) and maximum of five (5) closely-related public entity contracts for Work Bidder has completed within the last five (5) years. Bidder may, in lieu of providing the following information, provide a list of qualifications provided that such list of qualifications includes the information requested below:**

Date of Contract:		Amt. of Contract:	
Name of Public Entity:	Lindmore Irrigation District		
Address of Public Entity:	315 E. Lindmore Street Lindsay CA 93247		
Public Entity Contact(s)	Title	Telephone	Email
Chris Humber	Manager	(559)967-7707	
Description of Contract:	Fifth Ave. Re-Charge Facility		
Date of Contract:	2023	Amt. of Contract:	$1,500,000.00
Name of Public Entity:	Lindmore Irrigation District		
Address of Public Entity:	315 E. Lindmore Street Lindsay, CA 93247		
Public Entity Contact(s)	Title	Telephone	Email
Chris Humber	Manager	(559)967-7707	

Description of Contract:	1st Ave Recharge Facility		

Date of Contract:	2022	Amt. of Contract:	$1,000,000.0
Name of Public Entity:	JG Boswell		
Address of Public Entity:	27922 Dairy Ave. Corcoran, CA 93212		
Public Entity Contact(s)	Title	Telephone	Email
Rodney Silva	Water Master	(559)217-4801	
Description of Contract:	Install Various Turnouts JG Boswell		

Date of Contract:	2012- Current	Amt. of Contract:	$1,000,000.00
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 6/9/2025

MAC General Engineering, INC

Bidder's Legal Name

Signature of Authorized Signer for Bidder

Marty Adams

Print Name of Authorized Signer for Bidder

President

Title of Authorized Signer for Bidder

END OF SECTION

SECTION 00105 **MATERIAL SUPPLIERS INFORMATION**

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

Bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

	Equipment/Material	Manufacturer/Supplier
1.	Turnout Structure	Briggs Mfg Inc.
2.	HDPE Pipe	A.D.S.
3.	Rock Slope Protection	Porterville Rock & Recycle
4.	Concrete Ready Mix	Holliday
5.	Aluminum Slide Gates	Golden Harvester
6.	Gear Drive	Golden Harvester
7.	Hot Mix Asphalt (HMA) Supplier	Porterville Asphalt
8.		
9.		
10.		

Award of a Contract does not imply approval by the Agency of the manufacturers or suppliers identified by a Bidder in this Material Suppliers Information. No substitution by a Bidder is permitted unless the equipment or material of a manufacturer or supplier does not meet the specifications of the Contract Documents.

END OF SECTION

SECTION 00106 **BIDDER'S NON-COLLUSION AFFIDAVIT**

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PUBLIC CONTRACT CODE §7106

The undersigned declares:

I am the President (Title of Person Signing Affidavit) of MAC General Engineering, INC (Legal Name of Bidder), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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SECTION 00108

BID BOND

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT
STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MAC General Engineering Inc, as

Principal, and Merchants Bonding Company (Mutual), a surety

duly licensed to issue bonds in the State of California, as Surety, jointly and severally bind ourselves, our

successors and assigns to:

KERN COUNTY WATER AGENCY

(Agency), in the penal sum representing ten percent (10%) of Principal's bid (Bid) with respect to the following described project:

NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT

If Principal's Bid is accepted and if Principal executes and delivers a contract in the amount of its Bid and furnishes such other documents within the time, in the manner, and in the forms set forth in Agency's Contract Documents, then this obligation shall be deemed null and void, otherwise it shall remain in full force and effect.

Forfeiture of this Bid Bond, or any deposit made in lieu thereof, shall not be construed as a waiver by the Agency of any other remedies provided under law to recover for losses sustained as a result of Principal's failure to perform any obligations under this Bid Bond.

Principal and Surety agree that if Agency deems it necessary to engage the services of legal counsel with respect to enforcement of Agency's rights and Principal and Surety's obligations under this Bid Bond, Principal and Surety shall pay Agency's attorney's fees and costs whether legal proceedings are instituted or not.

IN WITNESS WHEREOF, Principal and Surety cause these presents to be duly signed as of the date set forth below.

Date: 6-10-25

MAC General Engineering Inc
Principal's Legal Name

Signature of Authorized Signer for Principal

Marty Adams
Print Name of Authorized Signer for Principal

President
Title of Authorized Signer for Principal

[ATTACH ACKNOWLEDGEMENT FOR AUTHORIZED SIGNER FOR PRINCIPAL COMPLYING WITH CIVIL CODE SECTION 1189]

Merchants Bonding Company (Mutual)
Surety's Legal Name

Signature of Authorized Signer for Surety

Natalie Guillozet
Print Name of Authorized Signer for Surety

Attorney-In-Fact
Title of Authorized Signer for Surety

[ATTACH ACKNOWLEDGEMENT COMPLYING WITH CIVIL CODE SECTION 1189 AND CERTIFIED COPY OF POWER OF ATTORNEY FOR SIGNER FOR SURETY]

Claims under Bid Bond may be addressed to:

Merchants Bonding Company (Mutual)
Surety's Legal Name

6700 Westown Parkway
Surety's Address

West Des Moines IA 50266
City, State and Zip

800-678-8171
Telephone

Surety's Agent for Service of Process in California:

Peck and Company Insurance Brokerage
Name of Agent for Service of Process

653 W Fallbrook Ave Ste 103
Agent's Address

Fresno CA 93711
City, State and Zip

559-241-7848
Telephone

[INTENTIONALLY LEFT BLANK]

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Caitlin Elsasser; Daniel Peck; Darren Johnson; Natalie Guillozet; Nichole Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of August 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of August 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of June 2025.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On 6/5/25 before me, Caitlin Elsasser, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAITLIN ELSASSER
Notary Public - California
Fresno County
Commission # 2511123
My Comm. Expires Feb 12, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Caitlin Elsasser
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/9/2025 (Date) at Exeter (City), California (State)

Marty Adams

Signature of Authorized Signer for Bidder

Marty Adams

Print Name of Authorized Signer for Bidder

END OF SECTION

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SECTION 00109

IRAN CONTRACTING CERTIFICATION

Description of Contract:

KERN COUNTY WATER AGENCY
NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT
CONTRACT NO. KCWA 2025-01

IRAN CONTRACTING CERTIFICATION TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID PER PUBLIC CONTRACT CODE §2204

The undersigned declares:

I am the President (Title of Person Signing Affidavit) of MAC General Engineering, INC. (Legal Name of Bidder), the party making the foregoing bid.

Pursuant to Public Contract Code section 2204 I make the following certifications on behalf of the Bidder:

Check one (1) only

☒ XX Bidder's Total Base Bid Price is less than One Million Dollars ($1,000,000).

OR

☐ Bidder's Total Base Bid Price is One Million Dollars ($1,000,000) or more but: (1) Bidder is **not** identified in the California Department of General Services' ("DGS") list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b); (2) Bidder is **not** providing goods or services of Twenty Million Dollars ($20,000,000) or more in the energy sector of Iran; and (3) Bidder is **not** a financial institution extending Twenty Million Dollars ($20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified in the DGS list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on 6/9/2025 (Date) at Exeter (City), California (State).

Marty Adams
Signature of Authorized Signer for Bidder

Marty Adams
Print Name of Authorized Signer for Bidder

END OF SECTION

KERN COUNTY WATER AGENCY

NOTICE TO PLANHOLDERS

May 19, 2025

This is **Addendum No. 1** to the plans and specifications for the KERN COUNTY WATER AGENCY – *NORTH PIONEER EAST BASIN TURNOUT STRUCTURES PROJECT – KCWA 2025-01.*

CLARIFICATIONS/GENERAL INFORMATION:

1. **Bid Date remains Tuesday, June 10, 2025, at 2:00 p.m. at the Stuart T. Pyle Water Resources Center at 3200 Rio Mirada Drive, Bakersfield, CA 93308.**
2. **This is the first Addendum. All Addendums must be acknowledged and submitted with the bid proposal.**
3. Note to Bid Exchanges that have posted this Project: please post on your site that Addendum No. 1 has been issued.

SPECIFICATIONS:

4. **Specification Section 00001 – Table of Contents:** DELETE existing Section 00001 and REPLACE with revised Section 00001 attached.
    a. Added specification 'Section 02110 – Clearing and Grubbing' to Division 02.
    b. Updated specification name for 'Section 11202 – Slide Gates' to Division 11.
5. **Specification Section 01011 – Description of Work and Schedule Constraints:** DELETE existing Section 01011 and REPLACE with revised Section 01011 attached.
    a. Part 1 General – Item 1.5 replaced: Order of work updated to specify Basin 9 turnout construction shall be completed first before starting Pond 3 turnout.
6. **Specification Section 01900 – Explanation of Bid Items:** DELETE existing Section 01900 and REPLACE with revised Section 01900 attached.
    a. Part 1 General – Item 1.1 Bid Item 5 replaced: Added clearing and grubbing to description of work items to be completed under this bid item.
    b. Part 1 General – Item 1.1 Bid Item 9 replaced: Added clearing and grubbing to description of work items to be completed under this bid item.
7. **Specification Section 02110 – Clearing and Grubbing:** ADD Section 02110.
    a. Added new Specification Section 02110 – Clearing and Grubbing.
8. **Specification Section 02300 – Earthwork:** DELETE existing Section 02300 and REPLACE with revised Section 02300 attached.
    a. Part 1 General – Item 1.8 Paragraph C added: Specifies handling of unsuitable materials shall follow Specification Section 02110 – Clearing and Grubbing.
9. **Specification Section 02330 – Unclassified Material:** DELETE existing Section 02330 and REPLACE with revised Section 02330 attached.
    a. Part 1 General – Item 1.1 Paragraph A replaced: Added reference to Specification Section 02110 – Clearing and Grubbing.
    b. Part 1 General – Item 1.2 Paragraph A added: Added Specification Section 02110 – Clearing and Grubbing to Related Work section.

10. **Specification Section 05500 – Metal Fabrication:** DELETE existing Section 05500 and REPLACE with revised Section 05500 attached.
    a. Part 2 Products – Paragraph 2.1-B.10 added: Specifies handrail material for Basin 9 turnout to be stainless steel Type 304.
    b. Part 2 Products – Paragraph 2.3-A.1 added: Specifies handrails for the Basin 9 turnout shall be 2 inch square stainless steel tubing.
    c. Part 2 Products – Paragraph 2.4-A replaced: Specifies anchor bolts material are indicated on the drawings, otherwise shall be hot-dipped galvanized.
    d. Part 2 Products – Paragraph 2.4-A.1 added: Specifies anchor bolts for the Basin 9 turnout shall be Type 304 stainless steel.
11. **Specification Section 11202 – Aluminum Slide Gates:** DELETE existing Section 11202 and REPLACE with revised Section 11202 attached.
    a. Specification updated to specify requirements for the stainless steel slide gates and aluminum slide gate. Changes made to Part 1 General, Part 2 Products and Part 3 Execution.
    b. Specification renamed to 'Slide Gates'.

DRAWINGS:

12. None.

APPENDICES:

13. None.

Except as expressly amended hereby, all terms and conditions of the Contract Documents shall remain in full force and effect.

Note to Bid Exchanges that have posted this Project: Please post on your site that Addendum No. 1 has been issued.

Except as expressly modified hereby, all terms and conditions of the Contract Documents remain in full force and effect.

Bidders shall acknowledge receipt of this **Addendum No. 1** in the space below and attach the Addendum to the Proposal.

By: Marty Adams

Firm Name: MAC General Engineering, INC.

By: Marty Adams Marty Ad

Title: President

Date: 6/9/2025

Any questions regarding this addendum shall be directed in writing to JT Gardiner with the Kern County Water Agency.

END OF ADDENDUM NO. 1

STUART T. PYLE WATER
RESOURCES CENTER
3200 Rio Mirando Drive
Bakersfield, CA 93308

BID FOR: North Pioneer
East Basin Turnout
Structures Project.
Kern County Water Agency

"Do Not Open UNTIL TIME of BID OPENING" June 10th 2025 @ 2:00 P.M

RECEIVED
JUN 10 2025
K.C.W.A.

1:59 PM

DAF

MAC GENERAL ENGINEERING INC
PO BOX 178
EXETER,CA 93221

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 5b

FROM: Scott Chambless

DATE: June 26, 2025

SUBJECT: Authorization to Execute Amendment No. 1 to the Kern County Water Agency Agreement for Engineering Services for the North Pioneer East Basin Turnout Structures Project

Issue:
Consider authorizing the Water Resources Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement for Engineering Services for the North Pioneer East Basin Turnout Structures Project.

Recommended Motion:
Authorize the Water Resources Manager to execute Amendment No. 1 to the Kern County Water Agency Agreement for Professional Consulting Services with Meyer Civil Engineering, Inc., for civil engineering services amending the contract termination term to March 31, 2026, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 5b.

Discussion:
On July 25, 2024, Kern County Water Agency (Agency) Board of Directors authorized the Water Resources Manager to retain Meyer Civil Engineering, Inc. (Meyer) to perform engineering consulting services for the North Pioneer East Basin Turnout Structures Project – Contract No. KCWA 2025-01 (Project).

The agreement with Meyer expires on June 30, 2025 and the Project is set to begin construction in July. The contract with Meyer includes design support during construction that will need to be extended through the end of the construction phase; therefore, Agency staff recommends that the Water Resources Manager be authorized to execute Amendment No. 1 to the Kern County Water Agency Agreement for Professional Consulting Services with Meyer amending the contract termination term to June 30, 2026. The amendment is a no cost time extension. Amendment No. 1 is provided as Attachment 1.

DRAFT

Attachment 1

AMENDMENT NO. 1 to
KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Amendment No. 1 is made this 26th day of June, 2025, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency", and Meyer Civil Engineering, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Agency and Consultant entered into an agreement for professional engineering services dated July 25, 2024; and

WHEREAS, the Agency requires additional services for the North Pioneer East Basin Turnout Structures Project;

WHEREAS, the Agency and Consultant desire to extend the time for such professional services; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

I. Article III. A. of the Agreement with Kern County Water Agency for Professional Consulting Services dated July 25, 2024 is hereby amended to extend the termination date to March 31, 2026.

II. All other provisions of the Kern County Water Agency Agreement for Professional Consulting Services dated July 25, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Amendment No. 1 on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY

By: _____
Engineering and Groundwater Services Manager

CONSULTANT

By: _____
Meyer Civil Engineering, Inc.

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 5c

FROM: Scott Chambless

DATE: June 26, 2025

SUBJECT: Authorization to Retain a Geotechnical Services Consultant for the North Pioneer East Basin Turnout Structures Project

Issue:
Consider authorizing the Engineering and Groundwater Services Manager to retain a geotechnical services consultant for the North Pioneer East Basin Turnout Structures Project.

Recommended Motion:
Authorize the Engineering and Groundwater Services Manager to retain Soils Engineering, Inc. to provide geotechnical consulting services for the North Pioneer East Basin Turnout Structures Project for an amount not to exceed $25,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 5c.

Discussion:
Kern County Water Agency (Agency) staff recommends retaining Soils Engineering, Inc. as a geotechnical consultant to provide geotechnical testing services for the North Pioneer East Basin Turnout Structures Project for an amount not to exceed $25,000. A copy of the proposed consultant agreement along with the detailed scope of work is provided as Attachment 1. Money for these services will be paid for by the Pioneer Project Recharge Participants.

DRAFT

Attachment 1

KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Soils Engineering, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires geotechnical services to be performed for the North Pioneer East Basin Turnout Structures; and

WHEREAS, said services require familiarity with geotechnical testing procedures, standards and guidelines; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Engineering and Groundwater Services Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A. Should any terms and conditions contained in Exhibit A conflict with, or provide less stringent requirements than those contained in this Agreement, the terms of this Agreement shall apply.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on June 26, 2025 and shall terminate March 31, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall not exceed $25,000 in total without express written approval of the Engineering and Groundwater Services Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000; general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; and workers compensation coverage at statutory limits and employers' liability coverage of $1,000,000 each accident for each employee. The general liability and auto liability coverage shall name the Agency, its directors, officers, employees and authorized volunteers as additional insureds. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized

volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A- VIII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

VIII. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

IX. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

X. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Engineering and Groundwater Services Manager

CONSULTANT: Soils Engineering, Inc.
4400 Yeagar Way
Bakersfield, CA 93309
ATTN: Tony M. Frangie

and shall be effective upon receipt thereof.

XI. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By:_____	By:_____
Engineering and Groundwater Services Manager	Soils Engineering, Inc.

EXHIBIT A

(Scope of Work)

The Consultant will perform materials testing and inspection services for the North Pioneer East Basin Turnout Structures Project during construction, including:

1. Soils and grading work
    A. Up to ten (10) site days of mass grading compaction testing
    B. Up to ten (10) site visits of underground compaction testing
    C. Up to two (2) of soil import qualifications
    D. Up to four (4) maximum density tests using ASTM D1557 Method 'A' or 'B'
    E. One (1) maximum density test using ASTM D1557 Method 'C'
2. Concrete work
    A. Up to four (4) site days of special inspector concrete sampling and testing
    B. Up to four (4) site visits of special inspector concrete reinforcement inspections
    C. Up to four (4) site visits for concrete sample pick up by soils technician
    D. Up to four (4) sets of concrete compressive strength tests
3. Project management work
    A. Up to twenty (20) project reports
    B. Up to two (2) hours of project management by the project manager
    C. Up to eight (8) hours of geotechnical engineering review

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 5d

FROM: Scott Chambless

DATE: June 26, 2025

SUBJECT: Authorization to Retain a Construction Management Services Consultant for the North Pioneer East Basin Turnout Structures Project

Issue:
Consider authorizing the Engineering and Groundwater Services Manager to retain a construction management services consultant for the North Pioneer East Basin Turnout Structures Project.

Recommended Motion:
Authorize the Engineering and Groundwater Services Manager to retain Dee Jaspar and Associates, Inc. to provide construction management services for the North Pioneer East Basin Turnout Structures Project for an amount not to exceed $62,000, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Water Management Committee, Agenda Item No. 5d.

Discussion:
Kern County Water Agency staff recommends retaining Dee Jaspar and Associates, Inc. as a construction management consultant to provide construction management services for the North Pioneer East Basin Turnout Structures Project for an amount not to exceed $62,000. A copy of the proposed consultant agreement along with the detailed scope of work is provided as Attachment 1. Money for these services will be paid for by the Pioneer Project Recharge Participants.

DRAFT

Attachment 1

KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Dee Jaspar & Associates, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires construction management services to be performed for the North Pioneer East Basin Turnout Structures; and

WHEREAS, said services require familiarity with civil engineering and construction management standards and practices; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Engineering and Groundwater Services Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A. Should any terms and conditions contained in Exhibit A conflict with, or provide less stringent requirements than those contained in this Agreement, the terms of this Agreement shall apply.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on June 26, 2025 and shall terminate March 31, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall not exceed $62,000 in total without express written approval of the Engineering and Groundwater Services Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000; general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; and workers compensation coverage at statutory limits and employers' liability coverage of $1,000,000 each accident for each employee. The general liability and auto liability coverage shall name the Agency, its directors, officers, employees and authorized volunteers as additional insureds. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized

volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A- VIII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

VIII. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

IX. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

X. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Engineering and Groundwater Services Manager

CONSULTANT: Dee Jaspar & Associates, Inc.
2730 Unicorn Road, Building A
Bakersfield, CA 93308
ATTN: Curtis Skaggs

and shall be effective upon receipt thereof.

XI. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By:_____	By:_____
Engineering and Groundwater Services Manager	Dee Jaspar & Associates, Inc.

EXHIBIT A

(Scope of Work)

The Consultant will perform the following construction management services for the North Pioneer East Basin Turnout Structures Project (Project). Work will include:

1. Pre-construction tasks
   A. Kick-off meeting with Agency staff, Consultant and Design Engineer
      i. Organize and facilitate the meeting
      ii. Determine communication, documentation and organizational roles and responsibilities as directed by Agency staff
      iii. Discuss construction management procedures
   B. Pre-construction meeting with Agency staff, Consultant, Design Engineer and Contractor
      i. Organize and facilitate the meeting
      ii. Establish managerial and administrative procedures
   C. Document existing site conditions

2. Construction tasks
   A. Project coordination
      i. Operate as Project coordinator and main point of contact between all parties, including: Agency staff, Design Engineer, Contractor, Materials Testing and any person, firm or company that is authorized to be on site
      ii. Organize, document and lead weekly progress meetings to review construction progress with Agency staff and Contractor
      iii. Organize, document and lead monthly meetings to review construction schedule with Contractor
   B. Project administration
      i. Oversee all document control as directed by Agency staff
      ii. Review and respond to Contractor's schedule, submittals and requests for information (RFI)
      iii. Maintain statement of working days, submittal logs and RFI logs
      iv. Review, evaluate, negotiate and maintain contract change orders (CCOs) as directed by Agency staff
      v. Finalize CCOs with Contractor upon Agency approval
      vi. Review, evaluate and maintain pay estimates
      vii. Lead claim resolution efforts by preparing and providing documentation and reports

viii. Assist in labor compliance by receiving and logging certified payrolls and any other labor documentation submitted by the Contractor

ix. Maintain and communicate weekly listings of Contractor labor on the project

C. Construction oversight and inspection

i. Provide daily written inspection reports and work diaries

ii. Document work progress and field conditions

iii. Ensure contract document compliance with local, state and federal regulations

iv. Ensure and verify that all California Division of Occupational Safety and Health and Agency safety regulations are followed

v. Review, verify and oversee Contractor's Storm Water Pollution Prevention Plan, Dust Control Plan and survey control

vi. Review, verify and oversee Agency's material testing consultant's sampling and testing

vii. Update and redline as-built records

3. Post-construction and Project closeout tasks

A. Facilitate final inspection

i. Perform initial inspection

ii. Schedule inspection walk through with Agency staff

iii. Prepare punch list to be provided to and completed by the Contractor

iv. Review warranty letter and provide feedback to Agency staff

B. Prepare and recommend final payment request for all Bid items and CCOs

C. Review and submit redline mark-up drawings to Agency staff

D. Maintain and deliver all Project files to the Agency within 60 days of recorded Notice of Completion

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 6

FROM: Courtney Pasquini

DATE: June 26, 2025

SUBJECT: Setting of the Fiscal Year 2025-26 Improvement District No. 3 Benefit Assessments

Issue:
Setting the Fiscal Year 2025-26 Improvement District No. 3 Benefit Assessments.

Recommended Motion:
Adopt Resolution No. 30-25 setting the Fiscal Year 2025-26 Improvement District No. 3 benefit assessments.

Discussion:
On August 4, 1997, the Kern County Water Agency (Agency) Board of Directors (Board) established a special benefit assessment for Improvement District No. 3 (ID3), pursuant to Article XIIID of the California Constitution. The Board set an assessment rate of 0.001162, which is applied to the equalized market valuation of each property within ID3. That rate was expected to generate $5,000, based on the total equalized valuation that existed in 1997.

Agency staff finds that the embankment continues to provide a certain level of protection to the properties within ID3 and recommends that the assessment rate of 0.001162 continue to be applied for Fiscal Year 2025-26. Based on the 2025 Equalized Market Valuation within ID3 of $8,438,693, the current assessment rate will generate $9,804, as detailed in Exhibit A to the resolution. The assessment will only cover a portion of the annual ID3 costs. Therefore, a transfer from the General Fund will be used to sustain anticipated activities.

Agency staff recommend the Board adopt Resolution No. 30-25 setting the Fiscal Year 2025-26 ID3 benefit assessments.

DRAFT

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the Matter of:

SETTING THE FISCAL YEAR 2025-26 *
IMPROVEMENT DISTRICT NO. 3 ASSESSMENTS *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 26th day of June, 2025, by the following vote, to wit:

Ayes:

Noes:

Absent:

_____
Secretary of the Board of Directors
of the Kern County Water Agency

Resolution No. 30-25

WHEREAS, on July 21, 1970, the Kern County Water Agency (Agency) Board of Directors (Board), through adoption of Resolution No. 14-70, formed an improvement district pursuant to sections 14.3 *et seq.* of the Agency Act (Cal. Wat. Uncod. Acts, Act 9098), the district is known as Improvement District No. 3 (ID3), and the district was formed primarily for the purpose of repairing and maintaining the channel and main embankment that were constructed by the U.S. Army Corps of Engineers and Kern County for the stream known as Kelso Creek; and

WHEREAS, the Agency is authorized to cause exactions to be levied against lands and

improvements within ID3 for the purpose of raising the funds needed to repair and maintain the channel and main embankment; and

WHEREAS, the people of the State of California have enacted Proposition 218 creating Article XIIID of the California Constitution and certain related Government Code sections, and as the Legislature has enacted and the Governor signed certain legislation implementing the will of the people and providing further authority and procedural direction for the levy of such exactions; and

WHEREAS, the Agency conducted meetings in compliance with Proposition 218 and implementation statutes during the summer of 1997, culminating in voter approval of an assessment rate of .001162 for the district; and

WHEREAS, Agency staff finds that the previously approved assessment rate of .001162 established and levied in 1997 is necessary for the operations and maintenance of the Kelso Creek Project during Fiscal Year 2025-26; and

WHEREAS, the Agency has complied with all requirements of the Agency Act, the California Constitution and implementing provisions of other statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Kern County Water Agency that:

1. The foregoing recitals are true and correct.

2. The Board proposes that the assessment rate of .001162 established in 1997 be levied in Fiscal Year 2025-26 on the lands and improvements within ID3.

3. The special assessments, attached hereto as Exhibit A, are reasonable and well-supported, and shall be levied in the amount specified therein.

4. Staff are instructed to proceed with any additional procedural details to implement the levy of the exaction.

5. The Secretary of the Board is hereby instructed to transmit a certified copy of this

resolution to the Kern County Board of Supervisors, and to file all necessary documents required for the implementation of the Assessment.

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO. 3 (KELSO CREEK)
PROPERTY DESCRIPTION AND PROPOSED ASSESSMENT

APN	OWNER	AREA (acres)	2025 EQUALIZED ASSESSED VALUE[1] ($)	2025-26 ID3 ASSESSMENT[2] ($)
321-063-05	HENDERSON WINIFRED LIVING TRUST	1.15	1,058	1
321-063-07	HENDERSON WINIFRED LIVING TRUST	37.9	60,505	70
321-063-14	CREIGHTON WILLIAM D & DEBORAH	17.19	71,546	83
321-063-17	DOWNEY WILLIAM LIVING TRUST	28.45	195,000	227
321-063-19	ALEXANDER JAMES & DEBRA FAMILY TRUST	9.25	118,187	137
321-063-20	CREIGHTON WILLIAM D & DEBORAH	20.6	18,964	22
321-102-03	HAFENFELD RANCH LLC	105	23,209	27
321-261-01	GABOURY DAVID	2.5	17,406	20
321-261-02	NEHER ALEXANDER & DENISE	1.25	89,711	104
321-261-03	ABERLE DAVID B	0	98,755	115
321-261-04	BARAJAS CAMILO V	0	34,144	40
321-261-05	NICHOLSON NICK	1.25	58,742	68
321-261-06	CHRISTENSEN SCOTT ALLEN	0	75,756	88
321-261-07	SCOGGAN PATRICIA LAUREN	0.62	45,209	53
321-261-09	BELTZ FAMILY TRUST	4.77	11,571	13
321-261-10	BOWEN STEPHEN A	0	15,023	17
321-261-11	FRAZIER R B REVOCABLE TRUST	0.62	108,139	126
321-261-12	FARIA JADAH	1.23	70,356	82
321-261-14	BENSON MERCY G	0	99,431	116
321-261-15	CLEM KENNETH	1.25	56,219	65
321-261-16	HARVEY CHRISTOPHER LEE	0	145,067	169
321-261-21	WHITESIDE HAROLD L & GAIL A	2.5	109,043	127
321-261-26	FRANK JOZSEF	2.5	32,806	38
321-261-27	HALL JAMES M	2.5	24,278	28
321-261-28	HERNANDEZ BONNIE MAE	2.5	123,264	143
321-261-29	CARINI WILLIAM & MICHELL	2.5	91,800	107
321-261-30	PULIDO AARON J & CHRISTINE F	2.5	75,440	88
321-261-34	BURLESON JIMMY L & WINIFRED FAMILY TR	3.13	43,733	51
321-261-35	MORGAN JACK L & JENNIE W TRUST	2.5	15,629	18
321-261-36	ANDERSON DEBORAH J	2.5	149,154	173
321-261-37	FREEMAN BONNIE ANN	2.5	19,482	23
321-261-38	BOWMAN ROBERT	2.5	32,174	37
321-261-40	BOVEE JOHN CHRISTOPHER	0	8,573	10
321-261-41	PRINCE TAMMIE TRINA	0	64,890	75
321-261-42	SHERILL BILLY JACK	0	12,253	14
321-261-43	JIMENEZ MARGARITA	0	11,297	13
321-261-44	JIMENEZ MARGARITA	0	7,529	9
321-261-45	MENDOZA JOSE	0	58,364	68
321-261-47	HORENSTEIN JERI JEAN	1.25	38,105	44
321-261-48	RILEY JOHN TIMOTHY	0	17,028	20
321-261-49	HERNANDEZ ROSAURA 2023 LIV TR	1.44	32,976	38
321-261-53	VERDUGO MAURICE C	1.04	123,476	143
321-261-54	VERDUGO RAY & JEANNIE FAMILY TRUST	1.25	33,462	39
321-261-55	VERDUGO RAY & JEANNIE FAMILY TRUST	1.25	17,406	20
321-261-58	HERNANDEZ ROSAURA LIVING TRUST	1.25	48,674	57
321-261-59	CAMPBELL JOHN & GABRIELA	1.2	23,206	27
321-261-60	CANNON BARBARA A TRUST	1.07	24,186	28
321-261-62	MARAVILLA FRANCISCO JR & ROSARIO	0	15,918	18
321-261-63	MARAVILLA FRANCISCO JR & ROSARIO	0	33,957	39
321-261-64	WELDON DAVID	0	73,387	85
321-261-65	WELDON DAVID	0	8,283	10

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO. 3 (KELSO CREEK)
PROPERTY DESCRIPTION AND PROPOSED ASSESSMENT

APN	OWNER	AREA (acres)	2025 EQUALIZED ASSESSED VALUE[1] ($)	2025-26 ID3 ASSESSMENT[2] ($)
321-261-66	CANNON BARBARA A 2010 TRUST	0.18	829	1
321-261-67	GABOURY DAVID GASTON & STEPHANIE LEE	1.23	25,610	30
321-263-01	CHALOUX TERESA & OCAMPO FERNANDO	5.23	202,977	236
321-263-02	RYDER LISABETH & OKUK NIGLMORO	3.04	2,684	3
321-263-05	LOREDO RALPH	2.53	15,309	18
321-263-06	LOREDO RALPH	2.6	17,494	20
321-263-07	TABOR TYRA LYNN	2.5	22,754	26
321-263-08	STEFANI RAY C REV LIV TR	2.5	56,508	66
321-263-09	RUSHING LEROY & KAREN	2.5	68,448	80
321-263-10	TABOR TYRA LYNN	2.5	22,754	26
321-263-11	TURNER THERESA E	2.5	15,061	18
321-263-12	RYDER LISABETH & NIGLOMORO OKUK TRUST	2.5	2,109	2
321-263-13	NEAL SHAUN W	1.14	44,992	52
321-263-14	OVERHOLT EDWARD H & DARLINE R	1.34	915	1
321-263-15	OVERHOLT EDWARD H & DARLINE	0	2,842	3
321-263-16	BEATHARD DAVID	2.5	69,982	81
321-263-17	CURIEL FRANCISCO JOSE	2.5	20,400	24
321-263-19	CAMACHO SALLY	1.25	78,725	91
321-263-20	AMD EQUITY INC	2.5	67,830	79
321-263-21	TABOR TYRA LYNN	2.5	106,949	124
321-263-22	VARGAS FERNANDO	2.5	61,009	71
321-263-23	JONES MICHAEL TRUST	2.5	52,869	61
321-263-24	MOSES MOSES VARTAN	0	58,262	68
321-263-25	MOSES MOSES VARTAN	0	10,404	12
321-263-26	BORJA EDUARDO HERNANDEZ & RINCON ANAI E B	0	31,107	36
321-263-28	JONES NEAL	0	2,653	3
321-263-29	JONES NEAL	0	2,653	3
321-263-30	JONES NEAL	0	36,520	42
321-263-31	DEPT VETS AFFAIRS ST CAL	1.19	72,822	85
321-263-32	YARBROUGH DONALD P	0	45,562	53
321-263-33	MENDONCA FAM TRUST	0	197,000	229
321-263-34	DAVIS WALTER D & BARBARA J	1.87	33,086	38
321-263-35	BAIRD FAMILY TRUST	2.5	56,678	66
321-264-01	CARPENTER SHERRI LEE	1.25	22,053	26
321-264-02	CARPENTER SHERRI LEE	1.25	14,704	17
321-264-03	FLORES IGNACIO ANSALDO & ANSALDO MARIA G	0	48,707	57
321-264-04	ANZALDO IGNACIO & MARIA G	0	18,830	22
321-264-05	GREEN PERRY NOEL JR	0	88,571	103
321-264-06	BATELAAN MARK	0	16,375	19
321-264-07	MOTA ELPIDIO	2.5	38,362	45
321-264-08	RODRIGUEZ WILLIAM A	2.5	17,509	20
321-264-09	JONES MICHAEL W	2.5	102,398	119
321-264-10	HOLDEN BRIAN RAY	2.51	97,428	113
321-264-11	HUTCHISON KENNETH	0	17,399	20
321-264-12	PAULK DOROTHY	0	8,412	10
321-264-13	HUTCHINSON KENNETH	0	20,883	24
321-264-14	HUTCHINSON KENNETH	0	8,121	9
321-264-15	HOLSONBAKE LUKE & JULIANA	0	2,163	3
321-264-16	HOLSONBAKE LUKE & JULIANA	0	2,163	3

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO. 3 (KELSO CREEK)
PROPERTY DESCRIPTION AND PROPOSED ASSESSMENT

APN	OWNER	AREA (acres)	2025 EQUALIZED ASSESSED VALUE[1] ($)	2025-26 ID3 ASSESSMENT[2] ($)
321-264-17	NELSON KERRBY	0	12,764	15
321-264-18	RODRIGUEZ BARBARA J 2023 TRUST	0	820	1
321-264-19	MC CALLISTER BILLY R & CHRISTIE C	0	820	1
321-264-20	BAGLEY DEANA L SEPARATE PROP TRUST	0	1,101	1
321-264-21	HAWKS CLARENCE OWEN & CARRIE ELBERA	2.5	90,207	105
321-264-22	WOOLLEY INA A TR	2.5	114,213	133
321-264-23	AGUILERA CARLOS & CARMEN	2.5	130,000	151
321-264-24	BUSTOS JOSE MANUEL LOPEZ	1.25	39,040	45
321-264-25	SIMPKINS CHARLES L	1.25	76,449	89
321-264-26	SIMPKINS CHARLES L	2.5	14,411	17
321-264-27	SIMPKINS CHARLES JR & KATHRYN	2.5	95,557	111
321-264-28	TOVAR ADRIAN FERNANDO JR	1.42	53,262	62
321-264-29	LOMAS ROBERT & ERIN	1.18	26,036	30
321-264-30	LOMAS ROBERT A & ERIN D	1.25	75,706	88
321-264-31	FELDMAN SANDRA LEA	0	3,334	4
321-264-34	NELSON RICHARD	2.5	15,309	18
321-264-35	NELSON RICHARD A	0	7,765	9
321-264-36	WILLIAMS WARD INDIVIDUAL TRUST	0	726	1
321-264-37	MOORE ERIC	0	68,306	79
321-264-38	PEDIGO DONNA	0	726	1
321-264-39	FELDMAN SANDRA LEA	0.62	14,113	16
321-380-01	LIM THEINGI & JOHN	0	15,997	19
321-380-02	WEAVER MARK & JACQUELINE A	0	15,575	18
321-380-03	WEGHORST JOHN C III	0	18,966	22
321-380-04	RIGGS RUSSELL LEE	0	25,922	30
321-380-09	ATHLONE 68 INC	1.4	59,052	69
321-380-12	MICHAUD PATRICIA ANNETTE	1.92	96,911	113
321-380-13	BISHOP SUSAN M	2	74,000	86
321-380-17	LEWIS NATHAN EUGENE	0	7,500	9
321-380-18	LEWIS NATHAN EUGENE	0	72,500	84
321-380-19	MOORE ALLAN D TRUST	0	59,212	69
321-380-20	ATHLONE 68 INC	0	9,839	11
321-380-21	JIMENEZ RICARDO & MENDOZA MARIANA	0	4,372	5
321-380-22	CASTEEL RUTH D	0	9,935	12
321-380-23	WEGHORST JOHN C III	0	8,481	10
321-380-24	ATHLONE 68 INC	0	8,744	10
321-380-25	IRONS KEITH G	1.42	48,734	57
321-380-26	BERRY TERRI L REVOCABLE TRUST	1.42	110,982	129
321-380-27	VERMILLION CRAIG & SHARON	1.21	46,321	54
321-380-28	DOWNING BETHANY NICOLE MINOR	1.72	66,972	78
321-380-39	LANDRUM TIMOTHY VON & KAREN M	1.85	43,222	50
321-390-01	ATWELL JAMES A & KAREN	1.85	7,825	9
321-390-02	GANZER ROBERT L & KELLENE C	0	17,226	20
321-390-03	CORRALES PEDRO F	0	24,837	29
321-390-04	SHAW DOUGLAS & CYNTHIA S	2.52	62,674	73
321-390-05	BELCHER JOHN N JR	2.52	34,808	40
321-390-07	GLISSON GARY W	0	27,882	32
321-390-08	NICHOLSON NICK G	0	16,578	19
321-390-10	MILLER CAROL ANN	2.52	28,857	34

KERN COUNTY WATER AGENCY
IMPROVEMENT DISTRICT NO. 3 (KELSO CREEK)
PROPERTY DESCRIPTION AND PROPOSED ASSESSMENT

APN	OWNER	AREA (acres)	2025 EQUALIZED ASSESSED VALUE[1] ($)	2025-26 ID3 ASSESSMENT[2] ($)
321-390-14	SOKOLOFF JOSH	0	32,933	38
321-390-15	BLACK JESSICA	0	126,961	148
321-390-16	OVCHIAN MOSIGH	2.52	34,812	40
321-390-17	FOSTER DANIEL L & DAWN A	2.5	94,795	110
321-390-18	WATROUS ROBERT SETH & ADRIENNE	2.52	54,348	63
321-390-19	BEHM TIM L & LISA M	1.69	76,453	89
321-390-20	ATWELL JAMES A & KAREN	1.26	7,825	9
321-390-22	MC BRIDE WAYNE L & JUDITH M	1.35	103,441	120
321-390-24	KILLMAN HUGH M & BARBARA B	2.5	104,453	121
321-390-25	BOLOGNA SEBASTIAN & MELISSA	2.52	29,223	34
321-390-26	WATSON ANTONETTE	2.52	34,240	40
321-390-27	BROOME WEARN J & CYNTHIA	2.52	214,155	249
321-390-28	JOHNSON DONALD D & PENNAY L	2.52	15,366	18
321-390-29	JOHNSON DONALD D & PENNAY L	2.46	22,268	26
321-390-31	ROBERTSON JOSEPH O & JERI A	2.52	71,596	83
321-390-32	MENDEZ HERNANDEZ RAUL	2.52	27,129	32
321-390-33	OCHIYAN EDWIN	2.52	10,612	12
321-390-35	HIETER OSCAR C & KAREN	2.52	35,379	41
321-390-36	STEINHOFF PERRY A & DEANNA C	2.15	131,226	152
321-390-40	ANZALDO RAMON & ENEDINA MOTA	1.52	46,895	54
321-390-41	BROOME WEARN JOSEPH & CINDY ANN	1	12,762	15
321-390-43	DOLLAHITE JERREL & FINKS CONCHETTA M	0	14,461	17
321-390-44	JOHNSON ROBERT RAY & JULIE D	0	20,352	24
321-390-45	PREE JACOB DEU	1.26	140,841	164
321-390-46	THOMEY FAMILY TRUST	1.26	6,585	8
321-390-47	WOMBLE SEAN L	1.26	92,820	108
321-390-48	OVCHIAN MOSIGH	1.26	35,220	41
321-390-49	JIMENEZ RICARDO & MARIANA	2.52	57,159	66
321-390-50	CULLISON FRANK C & JOSEPHINE R	1.23	39,904	46
321-390-51	DANIEL RAY C & HEIDI R	1.29	32,832	38
321-440-17	CREIGHTON WILLIAM D & DEBORAH	9.93	20,022	23
321-440-19	DOWNEY WILLIAM LIVING TRUST	3.64	13,390	16
GRAND TOTAL:			8,438,693	9,804
ID3 ASSESSMENT RATE[3,4]:			0.001162	

(1) April 2025 Kern County Assessors roll.
(2) All assessments rounded to the nearest dollar.
(3) Assessment rate approved in 1997.
(4) County of Kern special district assessment rate code "00 - flat amount" applies to all assessed parcels.

DRAFT

MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 7

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Report on Kern Water Bank Activities

Issue:
Report on Kern Water Bank activities.

Recommended Motion:
None – information only.

Discussion:
The Kern Water Bank Authority's June 10, 2025, Agenda and Monthly Status Report, and Groundwater Sustainability Agency Agenda are provided as Attachments 1, 2 and 3, respectively.

KERN WATER BANK AUTHORITY

Regular Meeting of Board of Directors
of the Kern Water Bank Authority
Tuesday, June 10, 2025, 3:15 PM
Kern Water Bank Authority Conference Room[1]
1620 Mill Rock Way, Suite 500, Bakersfield, California

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Exercise of Powers Agreement.

AGENDA

1. **Roll Call**

2. **Receipt of Correspondence Re WMWC Appointment of Alternate Director**

3. **Approval of Minutes**
   The Board will consider approval of May 6, 2025, Regular Board of Directors Meeting minutes.

4. **2024 Financial Statements**
   The Board will consider approval of the draft 2024 financial statements.

5. **Treasurer's Report**
   The Board will consider approval of the May 2025 Treasurer's Report.

6. **Authorization to Pay Expenses of Authority**
   The Board will consider approval of the May 2025 accounts payable for payment.

7. **Ground Water Modeling Proposal**
   The Board will review and consider approval of a proposal for ground water modeling services.

8. **Reports/Other Action Items**
   - **A.** Staff Report
     Review and possibly act on previously submitted Staff Report and staff recommendations regarding:

     (1) Water Bank Operations
     (2) 3rd Party Facilities on Kern Water Bank
     (3) Adjacent Properties
     (4) KWBA HCP/NCCP and Land Management
     (5) Capital Improvements/Maintenance and Funding
     (6) Power Matters
     (7) Well Automation
     (8) Loan Refinancing

[1] Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

(9) Automated Check Signing

B. Directors, Counsel and Committee Reports
The Board of Directors will hear and possibly act on reports and recommendations:

(1) Kern Fan Monitoring Committee

8. Old Business
This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

9. New Business
This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

10. Public Input
This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

11. Closed Session

A) Conference with Legal Counsel – Pending Litigation (Gov. Code section 54956.9(d)(1)).

1) Various Applications to appropriate Kern River water, complaint and related proceedings before the State Water Resources Control Board.

B) Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to Gov. Code section 54956.9(d)(4). Two potential litigations.

C) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code section 54956.9(d)(2). Two potential litigations.

D) Conference with Real property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA
Property: Basin 11 and KCWA Pioneer Project – Easement and Joint Use and Construction Agreements.

E) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist

Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Irvine Ranch WD/Rosedale Rio-Bravo WSD
Property: Strand Ranch - Encroachment Permit and Joint Use Agreement

F) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Pioneer Project
Property: Nord Turnout

G) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and PG&E
Property: APN#s 160-030-03,160-030-09, 160-020-05 and 160-020-07

H) Conference with Real Property Negotiator - Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Tricor Energy, LLC
Property: Kern Water Bank Lands – Renewal of Various Easement and License Agreements

I) Public Employment (Evaluation of Performance) – Gov't Code section 54957
Position: GIS Analyst

12. Reconvene and Report from Closed Session (Gov't Code section 54957.1)

13. Adjourn

KERN WATER BANK AUTHORITY

MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani,

From: KWBA Staff

Date: June 10, 2025

Subject: Monthly Status Report

CALENDAR

KWBA (and KWB GSA Regular) Board of Directors Meetings are scheduled for June 10, 2025 (3:00 P.M.).

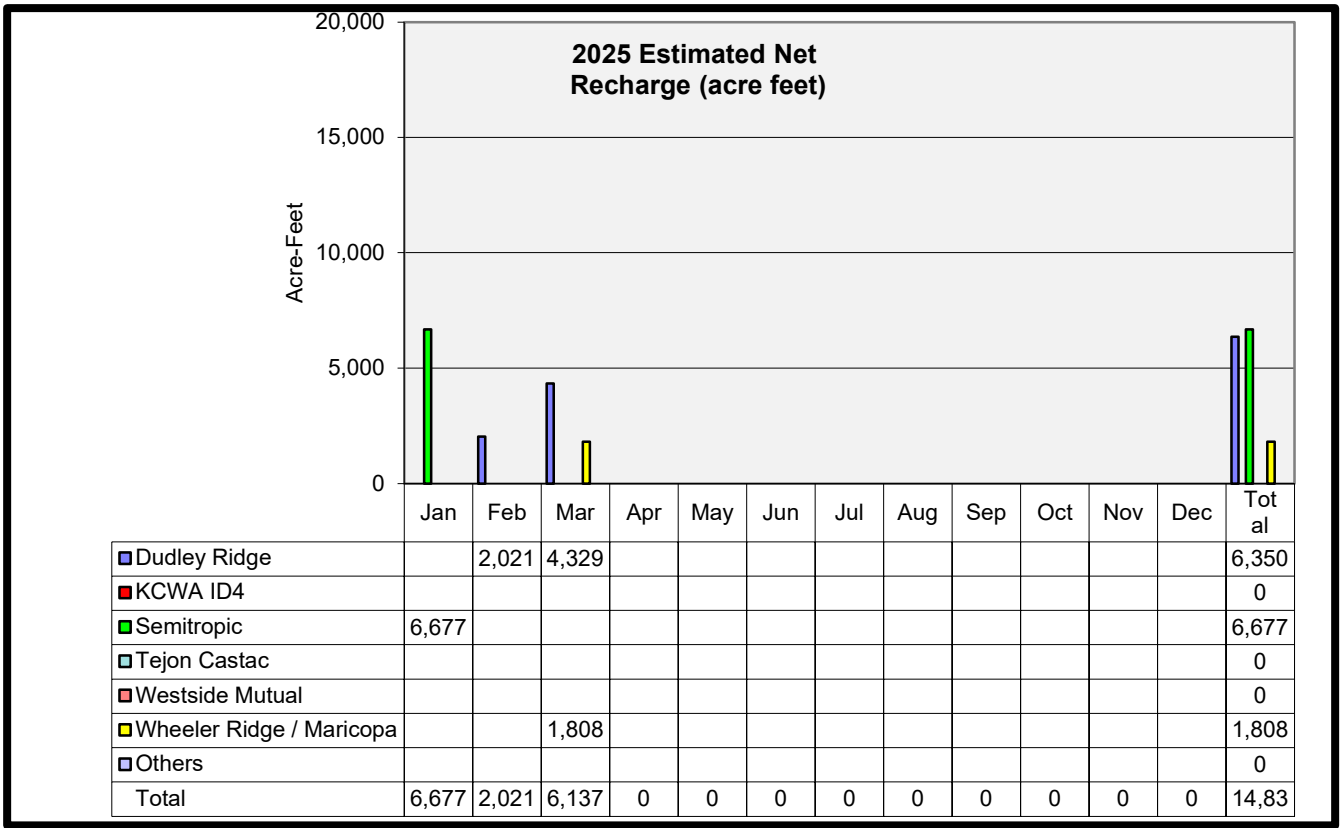
OPERATIONS

Recharge

No current recharge activities.

Recovery

No current recovery operations.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Dudley Ridge		2,021	4,329										6,350
KCWA ID4													0
Semitropic	6,677												6,677
Tejon Castac													0
Westside Mutual													0
Wheeler Ridge / Maricopa			1,808										1,808
Others													0
Total	6,677	2,021	6,137	0	0	0	0	0	0	0	0	0	14,83

FACILITIES

Facilities Maintenance

Routine maintenance continues on roads, water delivery structures, wells, pumping stations, and canals.

Vegetation Management and Grazing

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas.

THIRD PARTIES

Rosedale and Irvine Ranch WD are looking for other participants for their Kern Fan Banking project proposed conveyance facility after being informed that the KWBA was not interested in participating in the conveyance facility.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

The Bakersfield Gateway Project is planning to purchase 62 credits ($2.17MM), and SoCalGas will be conducting maintenance on a pipeline in the Conservation Bank Area which will require mitigation.

CAPITAL IMPROVEMENTS/REPAIR AND REPLACEMENT

Capitalized Maintenance Program

Construction of replacement turnouts is currently in progress.

Replacement Wells

Well 30S/25E-18P02 – Well has been drilled, cased, swabbed, and developed. BWP has poured the well pad foundation, perimeter well pad slab, and installed the underground electrical conduits. BWP has installed the column pipe, pump and motor, and WM Lyles has completed the discharge pipeline connection. Painting has been completed and we are waiting for perimeter fencing to be installed.

Well Rehabilitation and Repairs

There is no current well rehabilitation. Electrical work on (8) wells that were vandalized due to copper wire theft is on hold until recovery operations resume.

Basin 11

Recent edits to the documents by the parties have been completed including additional clarifying language requested by the Board. There is a closed-session item regarding this matter.

Strand Siphon Replacement

The Strand Siphons are operational, but not currently in use. Replacement facilities using a turnout from Strand Ranch to the KWB has been designed. A meeting was held with Rosedale and Irvine regarding necessary documents on June 18. KWBA forwarded redlined documents to Rosedale for review on June 21, 2024. Rosedale returned a further draft of the Joint Use Agreement in December and both the Joint Use Agreement and the Encroachment Permit were returned to Rosedale with comments. Rosedale forwarded the documents to Irvine on January 9, 2025. After Irvine's review, Rosedale forwarded revised documents to KWBA on April 2. There has been a further, recent exchange of documents between the parties. There is a closed-session item regarding this matter.

Enos Lane Culvert

Meyer Engineering has completed the culvert design and submitted plans and an application to Caltrans for review to proceed with the Enos Lane Culvert. A geotechnical study report was submitted to Cal Trans, and we received a letter in response that indicates the District Encroachment Permits Office has conditionally accepted it, pending further review from the District Permit Engineer to make a final determination. We should have a response by July 3, 2025, if there are any additional requirements or denial of the application.

ADMINISTRATIVE

Power Update

The KWBA's NEM2a application is still in the CAISO's cluster study and the environmental review is close to completion. PG&E canceled the call on May 5th to discuss extending the implementation deadline because of the approval process delay. Staff is currently still attempting to reschedule the call. Staff are also exploring grant opportunities relating to alternative energy projects as well as other solar projects that do not require NEM2a.

Data Management Progress

VH Automation and Grapevine MSP have completed the installation and configuration of the new server on the water bank. WH Automation and has completed the assembly of the control panels and is in the process of installing them on the wells. Communications Enterprises Inc. (CEI) is in the process of filling an application with the FCC and will begin installation of the water bank communications backbone once the application is approved.

Loan Refinancing

The General Manager and Board Chair have identified four banks to request bids from to refinance the KWBA term loans and line of credit. The potential banks include two national banks, one large regional bank, and one smaller regional bank. All four have expressed interest in working with the KWBA and will submit term sheets approximately three to six months prior to the March 31, 2026, termination date of the current term loans.

Automated Check Signing & ACH Bill Pay

Staff are researching various alternatives to the manual check signing process and will provide options to the Board for review and discussion.

Kern Water Bank Groundwater Sustainability Agency

Regular Meeting of the Board of Directors
of the Kern Water Bank GSA

Tuesday, June 10, 2025, 3:00 P.M.
Kern Water Bank Authority Conference Room[1]
1620 Mill Rock Way, Suite 500, Bakersfield, California

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Joint Exercise of Powers Agreement for the Kern Water Bank Groundwater Sustainability Agency (GSA).

AGENDA

1. **Roll Call**

2. **Receipt of Correspondence Re WMWC Appointment of Alternate Director**

3. **Consider Approval of May 6, 2025 Board of Directors Meeting Minutes**

4. **Consider Approval of May 2025 Treasurer's Report**

5. **Consider Authorizing Payment May 2025 of GSA Expenses**

6. **Draft Amended 2025 GSP -** Discussion and possible action to (a) approve final draft amendments to Groundwater Sustainability Plan (GSP) and supporting appendices including appendix of projects and management actions for the GSA, (b) authorize their submission by the Kern County Subbasin Point of Contact to the State Water Resources Control Board before June 20th for review by SWRCB staff, and (c) authorize their release for public review and comment.

7. **Reports**
    a. Kern County Subbasin Amended GSP
    b. SWRCB Notice of Continued Public Hearing Re Proposed Designation of Subbasin as a Probationary Basin
    c. Kern Non-Districted Land Authority (KNDLA)
    d. SGMA Compliance

8. **New Business**

9. **Public Comment**

10. **Closed Session Item Descriptions (Gov. Code, § 54956.8):**

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1 Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

a. Conference with Legal Counsel Regarding Litigation:
    i. Gov. Code, § 54956.9(d)(2) [Potential: Significant Exposure to
        a. Litigation]: Two Items.
    ii. Gov. Code, § 54956.9(d)(4) [Potential: Initiation of
        a. Litigation]: One Item.

11. **Reconvene and Report from Closed Session** (Gov't. Code section 54957.1)
12. **Adjourn**

Cross Valley Canal Committee

DRAFT

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 1a

FROM: Lauren Bauer

DATE: June 26, 2025

SUBJECT: Update on Cross Valley Canal Construction/Maintenance Projects

Issue:
Update on Cross Valley Canal construction/maintenance projects.

Recommended Motion:
None – information only.

Discussion:
An overview of the construction projects associated with the Cross Valley Canal is provided as Attachment 1.

DRAFT

Attachment 1

Cross Valley Canal
Monthly Facilities Improvement and Construction Project Update
June 2025

1. HEC-RAS Model Compilation and Hydraulic Analysis

- Description: Aggregate the six existing post-expansion HEC-RAS hydraulic models representing Cross Valley Canal (CVC) Pools 1 through 6 into a single comprehensive model that can evaluate pump operations and canal hydraulics in forward and reverse flow.
- Consultant Contract: GEI – Task H
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
  1. Draft technical memorandum distributed to the CVC Participants on January 28, 2021.
  2. Consultant presented the technical memorandum to the CVC Advisory Committee on February 24, 2021.
  3. Issued final technical memorandum on April 19, 2021.
  4. Conduct field verification of the model 1,000 cubic feet per second (cfs) flow test of CVC Pools 4 through 6.
  5. To be completed under Item No. 11.
- Next Project Milestone:
  1. Conduct field verification of CVC pump flow versus head (lift) data.
     a. At the May 1, 2023 CVC Hydraulic Improvement Project ad hoc committee (HIP ad hoc) meeting, it was suggested Cascade Pump could perform the pump testing and create curves. This work was not part of the scope for this task.
     b. More discussion is needed to determine the next step for this work.
  2. Prepare next steps for mitigation of the following:
     a. Perform review of CVC pumping plant control philosophy.
        - Incorporated into Task J to discuss how CVC pumps are currently operated.
     b. Pool 1 dependence on California Aqueduct (Aqueduct) operations.
        - Aqueduct graph updated in final report.
     c. Explore impacts of adjusted Aqueduct water levels on CVC capacity.
        - The scope of work was to provide hydraulic analysis for the CVC canal and pumping plant facilities infrastructure improvements, not to evaluate the Aqueduct water levels and whether it could provide a consistent water surface elevation could be maintained to run the CVC at full capacity. There is no task dedicated to perform this analysis.
        - More discussion is needed to determine the next step.
     d. Pool 1A reverse flow hydraulics (back siphonage).
        - EGS and WR Ops to continue discussion.
     e. Prepare feasibility analysis and develop project schedule for proposed mitigations.
        - Spreadsheet developed and presented to HIP ad hoc on July 18, 2023.

2. Evaluation to Review the CVC Channel Freeboard and Pump Submergence

- Description: Evaluate the feasibility and potential risks of reducing the minimum pump submergence for infrequent operations when the CVC is approaching its capacity as a method of increasing the canal freeboard and thereby increasing canal capacity.
- Consultant Contract: GEI – Task J
- Participant Group: CVC Integrated Canal Participants

- Progress to date:
  1. Completed preparation of consultant proposal.
  2. Received Kern County Water Agency (Agency) Board of Directors (Board) authorization to execute task order on March 25, 2021.
  3. Completed data collection effort.
  4. Completed conceptual draft design review of A-Plant forebays technical memo on June 11, 2021.
  5. Finalized physical model testing and mitigation for all pools and utilize pertinent information in the submergence assessment and freeboard evaluation.
  6. Performed review of CVC pumping plant control philosophy.
- Next Project Milestone:
  1. Prepare pump submergence assessment.
     a. Multiple discussions occurred. It was determined that lowering the pump submergence water surface elevation will not help with achieving 1,422 cfs flow with how the CVC is operated.
     b. Lowering water levels to increase velocity was not a viable solution.
  2. Prepare channel freeboard evaluation.
     a. Freeboard mitigation covered under Item No. 8 – "Cross Valley Canal I-5 Siphon Outlet Freeboard Mitigation".
  3. Coordinate technical study with findings from the Approach Channel and Water Level Fluctuation Hydraulic Analysis.
  4. Submit draft technical memorandum to the Agency.
     a. Based on discussions with Agency staff, it was determined that trying to do this study with the model would not be beneficial as the canal would not be operated this way in the field. A draft technical memorandum was not developed.

3. Pumping Plant Forebay Approach Channel and Water Level Fluctuation Hydraulic Analysis

- Description: Develop a scaled physical model and analyze the water level fluctuations associated with the pumping plant bifurcation geometry that causes a diverging flow directly upstream of the pumping plant forebays when both the 'A' and 'B' Pumping Plants are in operation.
- Consultant Contract: GEI – Task K
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
  1. Completed physical model internal workings.
  2. Completed physical model design and construction.
  3. Constructed physical model.
  4. Initiated physical model startup, testing and calibration.
  5. Conducted physical model testing for Pumping Plant Nos. 1 through 5.
  6. Completed testing of mitigation measures for Pumping Plant Nos. 1, through 5.
  7. Received draft technical memorandum.
  8. Dismantled the physical model.
  9. Completed staff review of draft technical memorandum.
  10. Staff and GEI-NHC reviewed HIP ad hoc comments on draft technical memorandum.
  11. Prepared and submitted final technical memorandum on June 29, 2023.
  12. Recommended dissipater block design included an array of six blocks in the A-Plant approach channel and three blocks in the B-Plant approach channel.
  13. The addition of blocks only in the B-Plant approach channel has not been confirmed using the physical model at Plants 1 through 5.
      a. Adding the blocks in only one of the approach channels was shown to reduce the

water level fluctuations, but having blocks on both shows the most significant reduction.

- Next Project Milestone:
    1. Determine if recommendations to install blocks in the A-side and B-side channel of the canal will be implemented.
        a. At the May 1, 2023 HIP ad hoc meeting, there was a discussion regarding the concern of increasing headloss due to the addition of the blocks. If any action is taken, the ad hoc committee recommended adding blocks to CVC Pool 2 in phases and evaluate the headloss near the forebay based on adding the blocks.
        b. More discussion is needed prior to moving forward.
        c. The dissipator blocks project was removed from the current CVC Operations and Maintenance Budget (CVC O&M Budget)at the request of the CVC Budget Subcommittee in November 2023.

4. Pumping Plant B Spare Pump Procurement

- Description: Procure one spare 800-horsepower (hp) pump, two spare 700-hp pumps and one spare 600-hp pump for 'B' Pumping Plants.
- Consultant Contract: GEI – Task C
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
    1. Performed Agency staff review of Cascade Pump 600-hp spare pump proposal.
    2. Completed evaluation of existing 600-hp motor thrust values.
    3. Reviewed spare pump alternatives based on existing motor thrust rating limitations.
    4. Received updated Cascade Pump 600-hp spare pump price quotation.
    5. Completed review of updated Cascade Pump 600-hp spare pump price quotation.
    6. Received Agency Board approval to executed change order #4 on September 23, 2021.
    7. Issued the Notice to Proceed to Cascade Pumps.
    8. Performed field measurements of existing pump by Cascade Pumps.
    9. Received pump submittals and analysis from Cascade Pumps on February 2, 2022.
    10. Completed submittal review and provided Cascade review comments.
    11. Finalized submittal.
    12. Received completed pump design from Cascade Pump's engineering department.
    13. Finalized the casting machining process and fabricated the pump.
    14. Coordinated the delivery of the 600-hp motor to Cascade Pump, which occurred in December 2022.
    15. Inspected and tested the 600-hp pump.
    16. Received pump, bowl assembly and motor from Cascade Pump.
    17. Filed Notice of Completion in June 2023.
    18. Project complete.

5. Pumping Plant B Forebay Modifications

- Description: Prepare contract bidding documents to hydraulically isolate 'B' Pumping Plant forebays and install pump forebay vortex mitigation modifications.
- Consultant Contract: GEI – Task F
- Participant Group: CVC Expansion Participants
- Progress to Date:
    1. Received draft 100 percent complete project drawing set on April 6, 2021.
    2. Completed 100 percent complete contract bidding documents for Pumping Plant No. 2B.
    3. Completed review of engineer's cost estimate for Pumping Plant No. 2B.

4. Completed partial value engineering analysis and procurement alternatives evaluation.
5. Completed staff recommendation for initial project scope of work.
6. Pumping Plant 'B' Forebay Vortex Reduction Project – Pumping Plant No. 2B project estimate of probable construction cost was estimated at $760,208 in May 2021. The HIP ad hoc requested Agency staff postpone the Notice to Invite Bids and determine any cost-saving alternatives. A summary of alternatives and potential cost savings was developed by Agency staff.
7. On June 21, 2021, the HIP ad hoc recommended proceeding with Alternative 2 to fabricate and install baffle walls at Pumping Plant No. 2B only.
8. Completed review of removeable baffle wall system price quotations from fabrication shops for Pumping Plant No. 2B.
9. Determined to delay purchase of inflatable dam system.
10. Received Agency Board approval to purchase baffle wall system for Pumping Plant No. 2B on December 15, 2021.
11. Approved purchase of CVC Pumping Plant No. 2B Forebay Baffle Wall Fabrication in December 2021.
12. Received baffle walls from fabricator in November 2022.
13. Installed baffle walls in Pumping Plant No. 2B in April 2024 and staff will monitor for reduction of vortices in the forebay.

- Next Project Milestone:
  1. Continue developing project procurement alternatives.
     a. More discussion with the HIP ad hoc is needed to determine the next step for this work.
  2. Coordinate final design of pump forebay modifications with pump submergence analysis to verify elevational placement of proposed pump forebay modifications prior to the issuance of the project Notice of Award.
     b. The Project was postponed in June 2021 in favor of purchasing baffle walls.
     c. Agency staff will monitor forebay and baffle wall conditions at Pumping Plant No. 2B, report the results and reevaluate project based on the reported results.

6. Pumping Plant Power Outage Mitigation

- Description: Develop modifications to the pumping plant electrical control relays to provide more information to Agency staff during electrical outages and allow Agency staff to restore electrical power more quickly.
- Consultant Contract: GEI – Task E
- Electrical Field Consultants: Electrical Power Systems (EPS) and Northern Digital Inc. (NDI)
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed staff recommendation and implementation plan for mitigation measures.
  2. Completed evaluation facility scheduled outages for implementation of mitigation measures.
  3. Received engineering consultant design proposal for implementation of mitigation measures.
  4. Reviewed and evaluated the submitted proposals for all the pumping plants.
  5. Requested a revised proposal to focus on Pumping Plant Nos. 1B and 2B.
  6. Received consultant proposals for Pumping Plant Nos. 1B and 2B.
  7. Received electrical consultant recommended changes to engineering consultant's proposal that design was not needed and issues could be addressed with updated programming at the individual sites.

8. Performed site evaluation at all 'B' Pumping Plants and modified programming.
9. Operated 'B' Pumping Plants with programming modifications to determine if issues were addressed.
10. Discussed 'A' Pumping Plants with consultants and developed a plan to address outage issues.
11. Reviewed 'A' Pumping Plant plan and determined cost and schedule.
12. Performed site evaluation at all 'A' Pumping Plants.
13. Prepare construction plans for conduit and equipment installation.
14. Project completed.

7. Pioneer Inlet Modifications and Repair

- Description: Prepare Computational Fluid Dynamics (CFD) model on the Pioneer Inlet (Inlet) to evaluate and provide final design parameters based on the selected alternative from the feasibility study. Once the CFD model is completed, the design to repair and modify the Inlet to minimize impacts of Inlet operations in CVC Pool 5. The project will also address structural damage to the Inlet and adjoining CVC concrete canal liner from 2017 high-flow operations.
- Consultant Contract: GEI
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed final conceptual design based on CFD model.
  2. Completed final inlet facility design.
  3. Received, reviewed and commented on 30, 60 and 99 percent complete drawings.
  4. Issued notice to proceed for the geotechnical analysis.
  5. Received and reviewed geotechnical investigation report.
  6. Authorized GEI proposal to finalize plans, specifications and cost estimate package, prepare construction schedule, provide bid, and design support during construction.
  7. Met with Agency staff to determine project schedule.
  8. Receive 100 percent complete plans and specifications.
  9. Finalize bid set.
  10. Received Agency Board approval for Notice to Invite Bids on September 22, 2022.
  11. Opened bids October 28, 2022.
  12. Presented and obtained recommendation to award contract at the November 14, 2022 CVC Advisory Committee meeting.
  13. Presented and obtained approval to award contract at the November 16, 2022 Agency Board meeting.
  14. Filed Notice of Completion recorded July 1, 2024.
  15. Project completed.

8. Cross Valley Canal I-5 Siphon Outlet Freeboard Mitigation

- Description: Prepare investigation and design of the CVC I-5 Siphon Outlet levees and canal liner to mitigate loss of freeboard during high-flow operations.
- Consultant Contract: Meyer Civil Engineering, Inc. (Meyer)
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Completed draft technical memorandum and feasibility analysis.
  2. Completed staff review of draft technical memorandum and feasibility analysis.
  3. Completed phased project feasibility analysis.
  4. Updated draft technical memorandum and feasibility analysis based on staff review.
  5. Finalized technical memorandum.

6. Received first draft of construction drawings for Pool 2 Liner Raising Project.
7. Received 90 percent complete plans for Pool 2 Liner Raising Project.
8. Finalized the review of 90 percent completed plan submittal for Pool 2 Liner Raising Project.
9. Received and reviewed 95 percent completed plans and specifications for Pool 2 Liner Raising Project.

- Next project milestone:
  1. Review and evaluate Pool 2 Liner Raising Project design based on Task M – Post-expansion (1,422 cfs) HEC-RAS model compilation and hydraulic analysis.
     a. Meyer has completed 95 percent of the plans for the CVC Pool 2 Liner Raising - Phase 1 on December 23, 2021. Design was paused until the HEC-RAS model findings could be compared to Meyer's model. There was no direction given to Agency staff to continue completing the design of the CVC Pool 2 Liner Raising Project. Funds to complete the design are included in the 2025 CVC O&M Budget.
     b. Agency staff recommend raising the CVC Pool 2 liner elevation.
  2. Request design proposal for CVC Pool 3 Liner Raising Project.
     a. Funds for the project design are included in the 2025 CVC O&M Budget pending the CVC Advisory Committee's approval to proceed with the project. The CVC Pool 3 Liner Raising Project requires completion of the CVC Pool 2 Liner Raising Project.
     b. Agency staff recommend raising the CVC Pool 3 liner elevation.

9. Pre-Expansion (922 cfs) Hydraulic Capacity Evaluation

- Description: Prepare a HEC-RAS model reflecting changes to the CVC between 1976 and 2007 to analyze the flow of the canal prior to Expansion.
- Consultant Contract: GEI – Task L
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Reviewed consultant proposal with HIP ad hoc.
  2. Received Agency Board approval to execute Task L on January 27, 2022.
  3. Held start-up meeting with HIP ad hoc on February 17, 2022.
  4. Performed hydraulic model testing and verification to validate parameters.
     a. Reviewed Boyle Technical Memorandum No. 4 Final – 10/11/04.
     b. Reviewed October 5, 2020 CVC Hydraulic Improvements Project CVC Original Construction Hydraulic Capacity Evaluation Final Technical Memorandum.
  5. Met with HIP ad hoc on March 23, 2022 to review hydraulic model testing and verification to validate parameters.
  6. Received proposal for out-of-scope work for additional analysis as requested by HIP ad hoc.
  7. Met with HIP ad hoc to review proposal for out-of-scope work (Task L -3A).
  8. Provided Task L general project update to CVC Advisory Committee on April 27, 2022.
  9. Received recommendation to approve Task L – 3A from CVC Advisory Committee on April 27, 2022.
  10. Received Agency Board approval to execute Task L – 3A on April 28, 2022.
  11. Presented Task L - 3A parameter recommendations to the HIP ad hoc on May 31, 2022.
  12. Received approval from HIP ad hoc on May 31, 2022 to use recommended parameters and move forward with model runs.
  13. Received additional questions about recommended parameters from HIP ad hoc on June 6, 2022.

14. Hold work on the model runs until concurrence from HIP ad hoc.
15. Received direction from HIP ad hoc on June 28, 2022 to present consultant findings and recommendations to CVC Advisory Committee and request direction.
16. Presented Task L-3A parameter recommendations and general project update to CVC Advisory Committee on July 27, 2022.
17. Received direction from CVC Advisory Committee on July 27, 2022 to move forward with Task 5 utilizing consultant recommendations for model parameters.
18. Completed Task 5, Pools 1 through 6 model runs using design flowrates and recommended parameters.
19. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
20. Presented Task 5 final model run scenario results with HIP ad hoc on September 12, 2022.
21. Prepared draft hydraulic analysis report and submitted to HIP ad hoc on October 10, 2022 for review and comment.
22. Collected and compiled comments from HIP ad hoc review by November 1, 2022.
23. Presented Task 5 results and general project update at the November 14, 2022 CVC Advisory Committee meeting.
24. Finalized final hydraulic analysis report on December 1, 2022.
25. Distributed final report to the CVC Advisory Committee members.
26. Project complete.

10. Post-Expansion (1,422 cfs) Hydraulic Capacity Evaluation

- Description: Prepare a HEC-RAS model reflecting changes to the CVC based on the 2007 canal Expansion.
- Consultant Contract: GEI – Task M
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
  1. Reviewed consultant proposal with HIP ad hoc.
  2. Received Agency Board approval to execute Task M on November 16, 2022.
  3. Scheduled preparation meetings and HIP ad hoc meetings.
  4. Discussed Post-expansion parameters and geometry data, which will be used in the model runs, with the HIP ad hoc for concurrence.
  5. Completed Pools 1 through 6 model runs using design flowrates, recommended parameters and defined geometry.
  6. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
  7. Presented final model run scenario results to HIP ad hoc.
  8. Presented Task M findings and general project update to CVC Advisory Committee on February 22, 2023.
  9. Prepared draft hydraulic analysis report and submitted to HIP ad hoc for review and comment.
  10. Collected and compiled comments from HIP ad hoc.
  11. Received final hydraulic analysis report on August 4, 2023.
  12. Final hydraulic analysis report completed August 4, 2023. All comments were addressed in an email and sent out to HIP ad hoc. Final report sent to the CVC Advisory Committee on May 5, 2025.

11. Field Verification of Model Evaluation

- Requested by the HIP ad hoc committee during the May 1, 2023 meeting.

- Description: Collect field data, including flow data, water surface elevations, Aqueduct deliveries and SCADA data for Pools 1 through 6 at a flow rate near or greater than 1,000 cfs.
- Work to be performed by Agency staff
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
    1. Scheduled preparation kick-off meeting.
    2. Discussed Agency staff roles and data collection process. Data collection work sheets and maps have been finalized for Pools 1 through 3.
    3. Completed water surface elevation and flow data for CVC Pools 1 through 3 in March 2019.
- Next project milestone:
    1. Conduct field verification on the model 1,000 cfs flow test of CVC Pools 4 through 6.
        a. Completed data collection field sheets and maps for Pools 4 through 6.
        b. Collected water surface elevations and flow data on December 19, 2023.
    2. Discuss field verification data following data collection.

DRAFT

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 2

FROM: Monica Tennant

DATE: June 26, 2025

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

Issue:
Report on Cross Valley Canal operations and deliveries.

Recommended Motion:
None – information only.

Discussion:
A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for May 2025 is provided as Attachment 1. A table summarizing the year-to-date deliveries is provided as Attachment 2. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachment 3. A schematic illustrating current CVC operations is provided as Attachment 4. A schematic illustrating the current maintenance and availability status of the pumps and motors at each pumping plant is provided as Attachment 5.

DRAFT

CROSS VALLEY CANAL
REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES
JUNE 2025

CROSS VALLEY CANAL

OPERATIONS

Preliminary inflows and deliveries for the month of May were as follows:

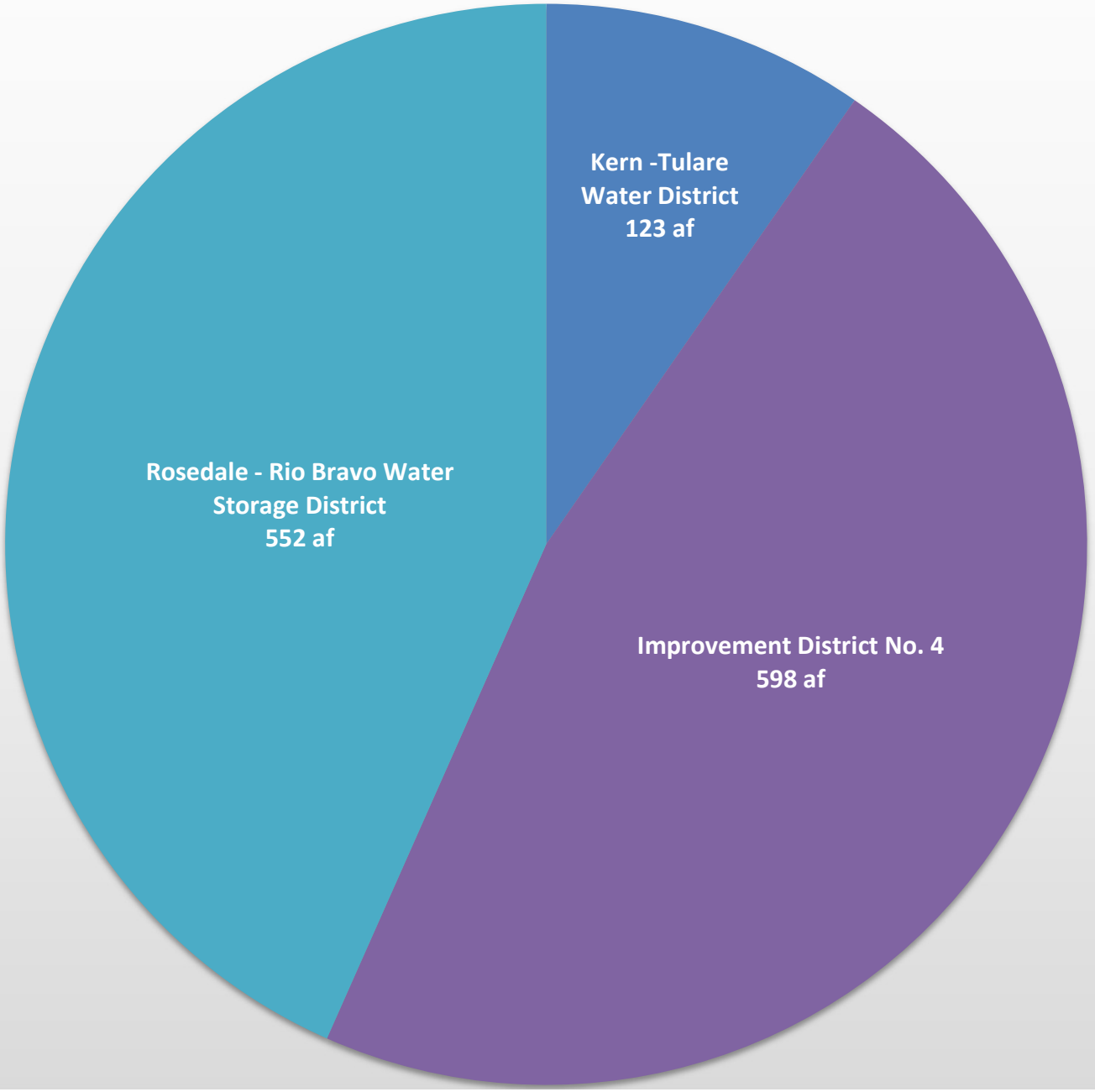
Deliveries by Turnout:	California Aqueduct SWP (AF)	CVC Total (AF)
Rosedale-Rio Bravo Turnout No. 1	546	546
Friant-Kern Canal Pump-in	119	119
Lined Losses - Pools 1-6	24	24
Lined Losses – Pool 7	4	4
Henry C. Garnett Water Purification Plant	576	576
Lined Losses – Pool 8	4	4
Total	1,273	1,273

MAINTENANCE AND REPAIRS

- Installed the spare 700 hp pump (5L) at CVC Pumping Plant No. 5B;
- Repaired the motor protection relay on pump 5L (700 hp) at CVC Pumping Plant No. 5B;
- Pulled the motor on pump 5A (100 hp) at CVC Pumping Plant No. 5A;
- Installed stop logs at River Turnout No. 1 for gate maintenance;
- Transported pump 1A (100 hp) to Shar-Craft Incorporated for coating repairs;
- Painted the gate actuators at Rosedale Rio-Bravo Turnouts Nos. 1 and 2;
- Pulled pump 3G (100 hp) at CVC Pumping Plant No. 3A for bushing modifications;
- Took delivery and installed stop logs at the Pioneer Inlet;
- Replaced the packing box stud on pump 5G (100 hp) at CVC Pumping Plant No. 5A;
- Painted the handrails for the Arvin-Edison Turnout stairs at CVC Pumping Plant No. 6A;
- Installed and connected the motor on pump 5A (100 hp) at CVC Pumping Plant No. 5A;
- Painted the bollards at all CVC pumping plant afterbays;
- Escorted the contractor for pressure vessel inspections;
- Replaced air conditioner filters at all CVC pumping plants;
- Transported recyclable metals to recycling site;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Burned tumbleweeds along CVC fence lines and rights-of-way when permitted by San Joaquin Valley Air Pollution Control District;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Performed spare motor maintenance by spinning motor shafts on all spare motors at CVC Operations and Maintenance (O&M) Center;
- Performed post-emergent herbicide applications;
- Performed minor fence and gate repairs;
- Performed road and levee maintenance and washout repairs along CVC rights-of-way;

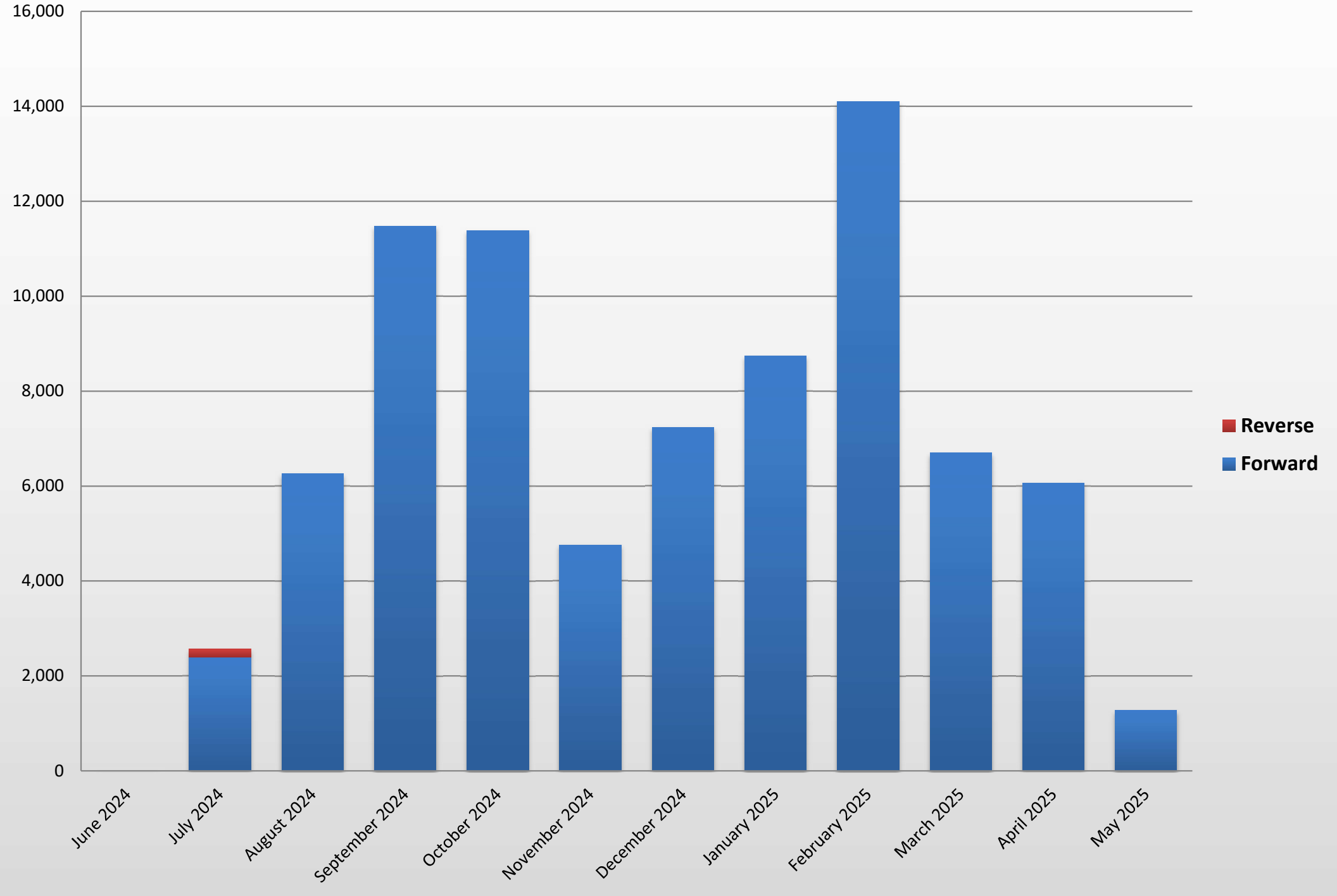
- Performed siphon breaker and compressor checks throughout entire CVC system;
- Performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC);
- Performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs, pump maintenance and interior MCC buildings cleaning; and
- Performed a monthly safety inspection at the CVC O&M Center.

Cross Valley Canal
May 2025 Deliveries
Total deliveries 1,273 af



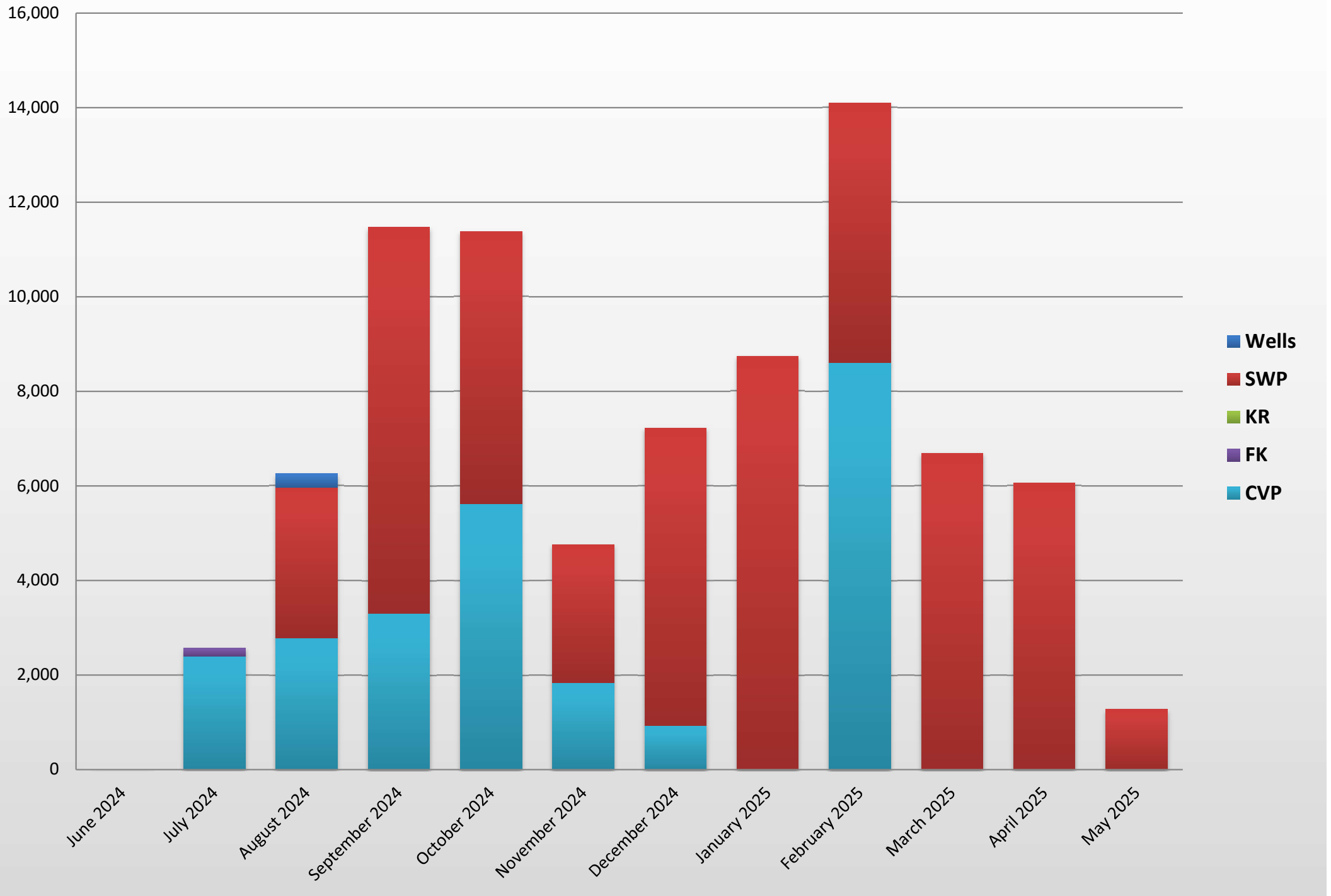
Cross Valley Canal

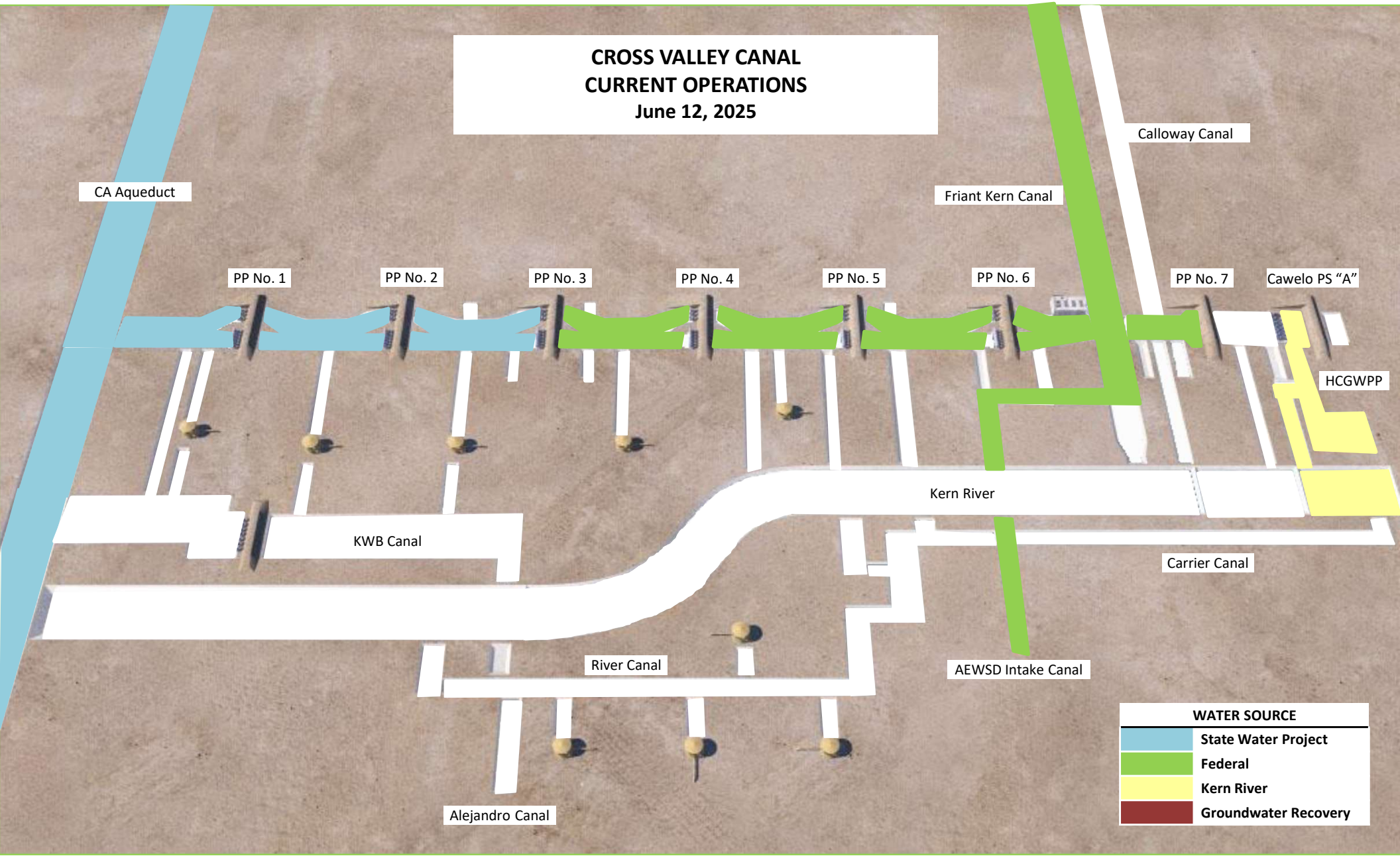
Twelve Month Delivery by Direction



Cross Valley Canal

Twelve Month Delivery by Source




CROSS VALLEY CANAL
CURRENT OPERATIONS
June 12, 2025
CA Aqueduct
Calloway Canal
Friant Kern Canal
PP No. 1
PP No. 2
PP No. 3
PP No. 4
PP No. 5
PP No. 6
PP No. 7
Cawelo PS "A"
HCGWPP
Kern River
KWB Canal
Carrier Canal
River Canal
AEWSD Intake Canal
Alejandro Canal
WATER SOURCE
State Water Project
Federal
Kern River
Groundwater Recovery

Cross Valley Canal

Pump and Flow Configuration

Last Updated on June 12, 2025

		'A' Pumping Plants										'B' Pumping Plants					
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**J**	**Total cfs**	**K**	**L**	**M**	**N**	**Total cfs**	**Total cfs**
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	Service	70	180	180	180	180	70	31		**891**	167	167	167		**500**	**1,391**
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	565	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		**922**	167	167	167		**500**	**1,422**
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	Service	70	31	**812**	167	167	167		**500**	**1,312**
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	Service	180	180	180	70	31	70	31	**773**	167	167	167		**500**	**1,273**
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	**843**	167	167	167		**500**	**1,343**
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	70	31		**812**	40	193	Service	90	**323**	**1,135**
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				**342**						**342**

Urban Bakersfield Committee

DRAFT

MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 1a

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Report on the Kern River Groundwater Sustainability Agency Meeting

Issue:
Report on Kern River Groundwater Sustainability Agency activities.

Recommended Motion:
None – information only.

Discussion:
The Kern River Groundwater Sustainability Agency's June 5, 2025 meeting agenda is provided as Attachment 1.

Attachment 1

Board Members:
Rodney Palla, Chair
Bob Smith, Vice-Chair
Gene Lundquist

KERN RIVER GSA
REGULAR BOARD MEETING

Thursday, June 5, 2025
10:00 a.m.
City of Bakersfield Water Resources Department
1000 Buena Vista Road, Bakersfield CA 93311
Large Conference Room

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC STATEMENTS**
4. **APPROVAL OF MINUTES** of the May 1, 2025, Regular Board Meeting
5. **NEW BUSINESS**

   A. Correspondence Received (City Clerk, Maldonado)

   B. Finance Updates (Loveless)
      i. Receive and File Financial Report

   C. Management Group Updates (Maldonado, Shryock, Teglia)
      i. Basin Coordination Committee Updates

   D. Discussion and possible action to (a) approve final draft amendments to Groundwater Sustainability Plan and supporting appendix of projects and management actions for the Groundwater Sustainability Agency, (b) authorize the submission by the Kern County Subbasin Point of Contact to the State Water Resources Control Board before June 20th, 2025 for review by SWRCB staff, and (c) authorize their release for public review and comment.

6. **COMMITTEE COMMENTS**
7. **ADJOURNMENT**

DRAFT

MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 2a

FROM: Wes Shryock

DATE: June 26, 2025

SUBJECT: Update on the Improvement District No. 4 Water Education Program

Issue:
Update on the Improvement District No. 4 Water Education Program.

Recommended Motion:
None – information only.

Discussion:

Water Education Activities

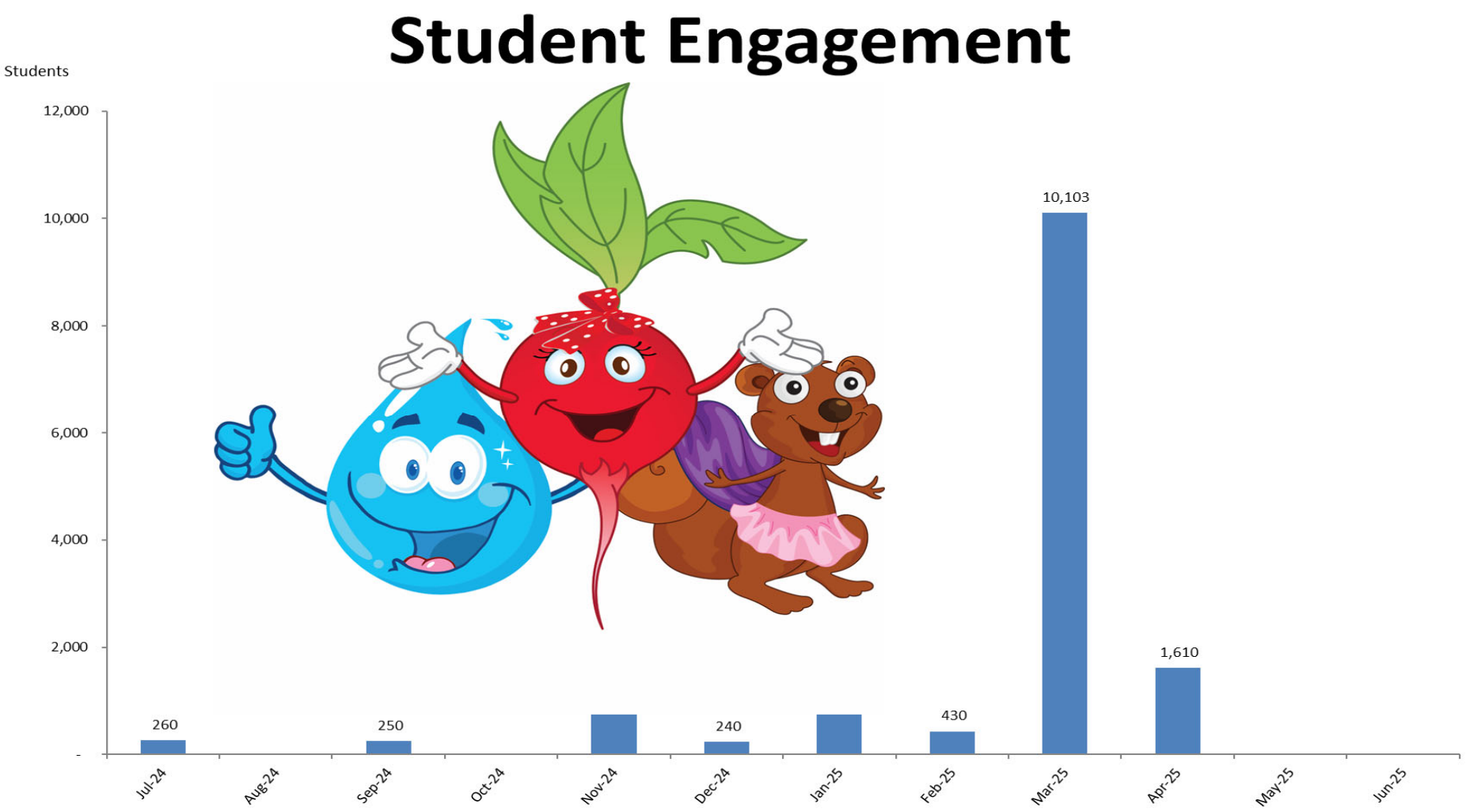
- On April 5, 2025, Improvement District No. 4 (ID4) hosted an interactive workshop at the IgniteHER STEM for Girls event, organized by the Kern County Superintendent of Schools (KCSOS). The workshop aimed to inspire young girls to explore STEM through a hands-on activity.

- On April 29, 2025, ID4 participated in a Project WET Workshop organized by KCSOS. ID4 shared insights into Kern County's water sources and offered guidance on customizing Project WET activities specifically for Bakersfield.

- A summary of quarterly water education presentations conducted by Water Education Consultant Sarah Clayton is provided as Attachment 1.

Student Engagement
April - June 2025

Contact Information		Heroes of Water Conservation K-2 Grade			Water Education 3-4 Grade	Water Education 5-6 Grade	5th Grade Project WET Presentation	Other	High School Presentations	Teacher Trainings	Purveyor
School/Event	Date	Ruby the Radish - K	Suzie-Q's Water Conservation Campaign - 1st	Casey's Purification Journey - 2nd	Uncover the Facts! Bakersfield's Water Story	H_2O & You Exploring Bakersfield's Water Supplies	Incredible Journey	Community Events	Your Water Connections Sources and Careers		
North Beardsley	4/2/2025					160					OMWC
IgniteHER Event (KCSOS)	4/5/2025							30			
North Beardsley	4/9/2025						160				OMWC
Project WET (KCSOS)	4/29/2025									1,260	
Total		**0**	**-**	**-**	**-**	**160**	**160**	**30**	**-**	**1,260**	**1,610**



DRAFT

MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 3

FROM: Donna Semar

DATE: June 26, 2025

SUBJECT: Report on the Improvement District No. 4 2025 Water Supply and Management Plan

Issue:
A summary of the Improvement District No. 4 2025 Water Supply and Management Plan.

Recommended Motion:
None – information only.

Discussion:
A summary of the Improvement District No. 4 2025 water supply activities by source and point of delivery is provided as Attachment 1.

Units in Acre Feet unless otherwise noted.

Subject to revision.

Improvement District No. 4

May 2025

Allocation: **50%**

acre-feet

ID4 SUPPLIES	SWP	SWP by Exchange[1]	Kern River	Total
SWP (M&I)	38,500			38,500
SWP (Ag)	2,973			2,973
Carryover from 2024	12,538		6,361	18,899
Subtotal	54,011	-	6,361	60,372
ID4 EXCHANGES / OBLIGATIONS				
California Aqueduct	(5,000)			(5,000)
Buena Vista WSD (TRF25-034)	(30,000)	30,000		-
Operational Exchange - Semitropic	317			317
Total Exchanges/Obligations	(34,683)	30,000	-	(4,683)
Available Supplies	**19,328**	**30,000**	**6,361**	**55,689**

	ID4 DELIVERIES	SWP	SWP by Exchange[1]	Kern River	Total
Month *af*	Henry C. Garnett Water Purification Plant	576	3,786		4,362
	In-District Transportation Recharge	10	351		361
	In-District Recharge				-
	Out of District Losses	12			12
	Total Deliveries Month to Date	**598**	**4,137**	**-**	**4,735**
YTD *af*	Henry C. Garnett Water Purification Plant	7,089	3,786	4,909	15,784
	In-District Transportation Recharge	136	351	1,145	1,632
	In-District Recharge	-	-	250	250
	Out of District Losses	165	-	57	222
	Total Deliveries Year to Date	**7,390**	**4,137**	**6,361**	**17,888**
Projected *af*	Henry C. Garnett Water Purification Plant	7,678	22,306		29,984
	In-District Transportation Recharge	303	3,557		3,860
	In-District Direct Recharge				-
	Out of District Losses	300			300
	Carryover to 2026	3,657		-	3,657
	Total Projected Deliveries	**11,938**	**25,863**	**-**	**37,801**
	Deliveries Year To Date	7,390	4,137	6,361	17,888
	Total Deliveries	**19,328**	**30,000**	**6,361**	**55,689**
	Available Supplies	-	-	-	-
	Projected Schedule:	Feb-May	May - Oct	Jan-Feb	

1 - SWP by Exchange with Kern River interests.

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MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 4

FROM: Wes Shryock

DATE: June 26, 2025

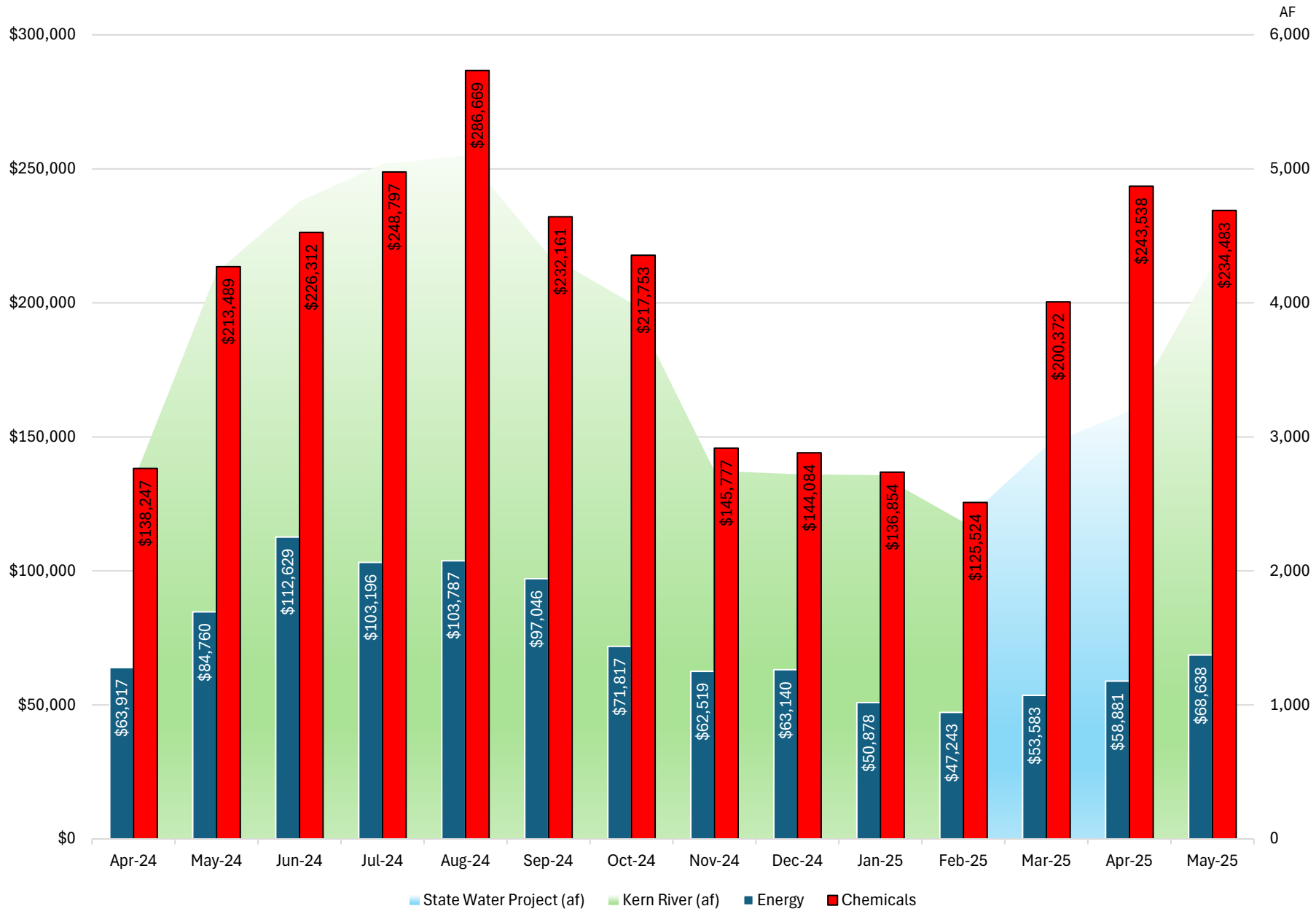
SUBJECT: Report on the Henry C. Garnett Water Purification Plant

Issue:
Report on the Henry C. Garnett Water Purification Plant.

Recommended Motion:
None – information only.

Discussion:
During the month of May 2025, the Henry C. Garnett Water Purification Plant treated State Water Project water. Treated water production ranged from 38.0 million gallons per day (mgd) to 50.8 mgd. The average flow for the month was 45.9 mgd. A summary of variable cost comparisons for treated water production is provided as Attachment 1. Graphs illustrating monthly influent and filtered water total organic carbon concentrations, distribution system regulated Haloacetic Acids and Total Trihalomethane concentrations are provided as Attachment 2. A graph reflecting treated water deliveries for years 2021, 2022, 2023, 2024 and 2025 is provided as Attachment 3.

Variable Cost Comparisons for Treated Water Production



Current energy costs are estimated. Actual costs are determined when energy invoices are received.

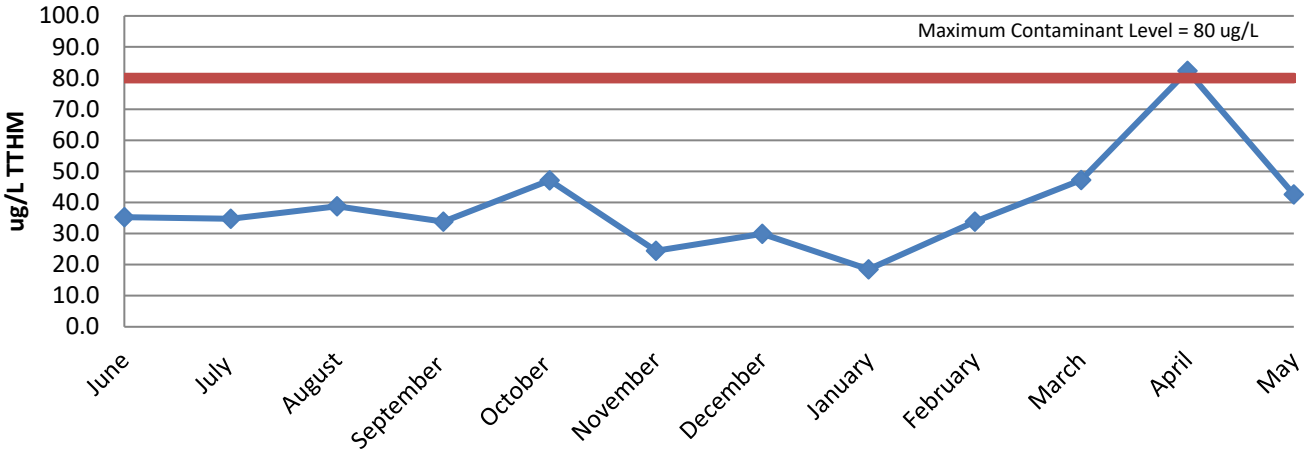
Kern County Water Agency

ID4 Water Quality Laboratory

The following graphs represent data collected from June 2024 to May 2025

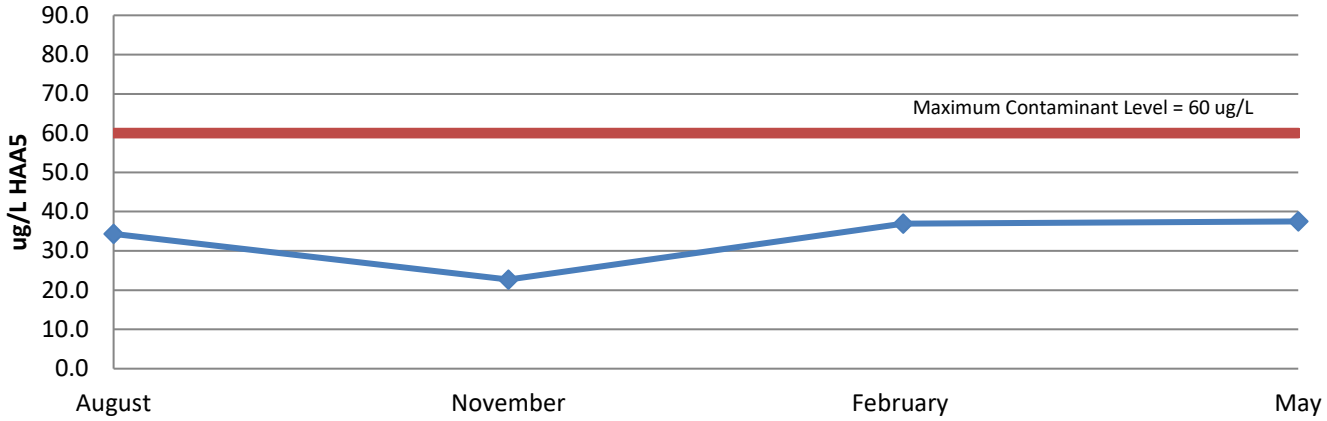
Total Trihalomethanes (TTHM)

Distribution System Monthly Average TTHM Concentration
June 2024 - May 2025



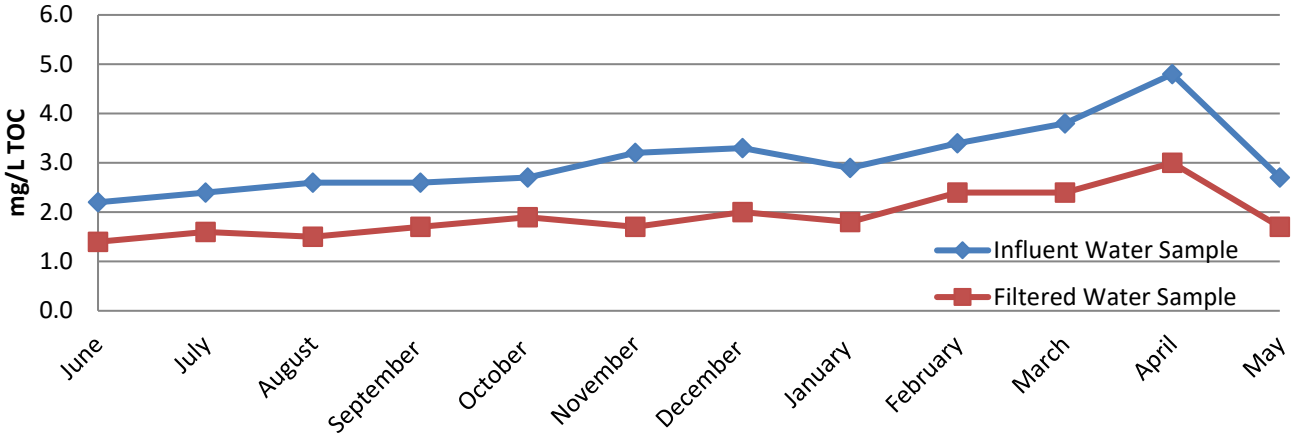
Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average HAA5 Concentration
June 2024 - May 2025

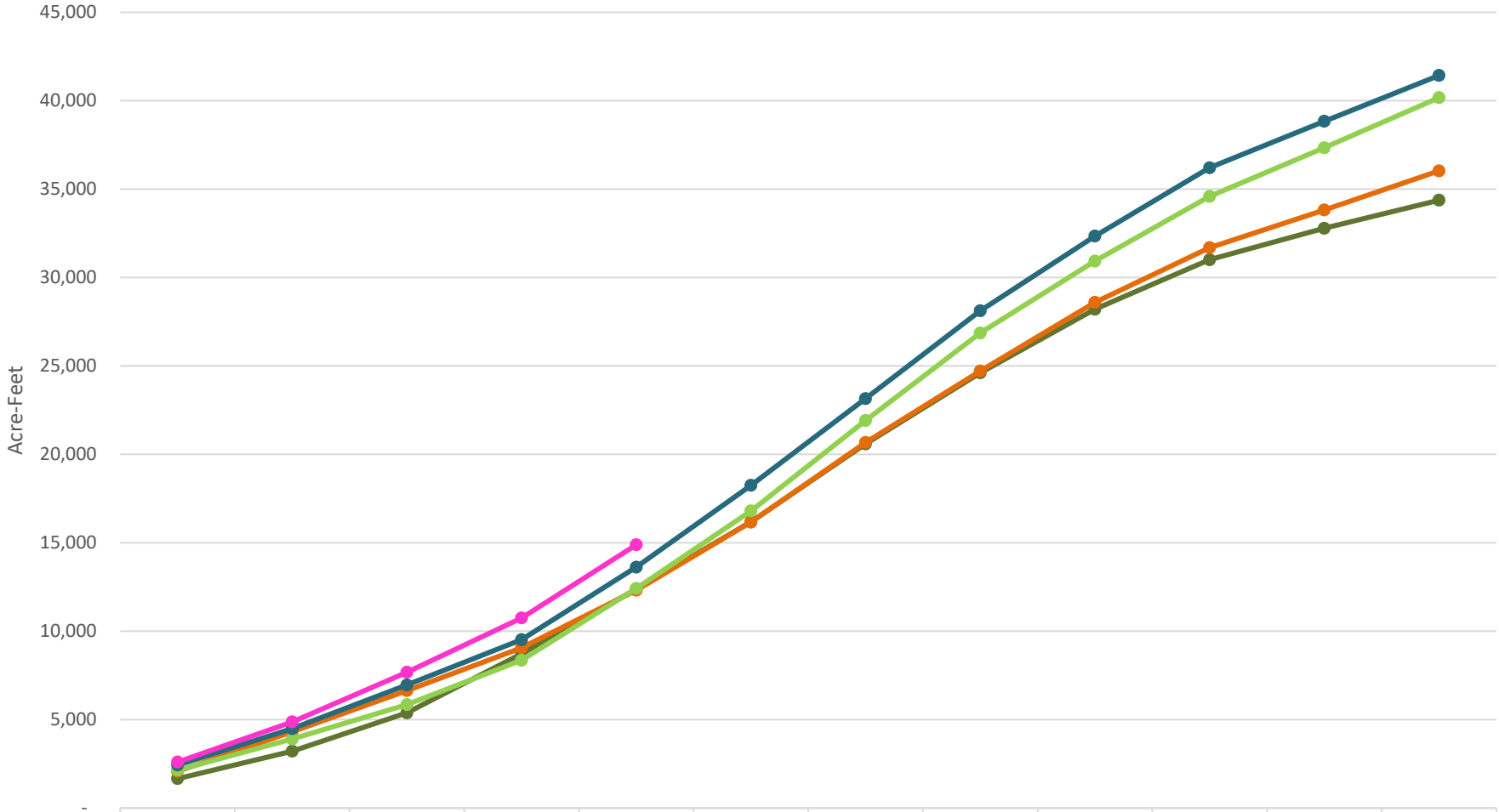


Total Organic Carbon (TOC)

Monthly Influent Water and Filtered Water TOC Concentration
June 2024 - May 2025



Henry C. Garnett Water Purification Plant
Treated Water Delivery Comparison Year to Date



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	1,661	3,216	5,382	8,722	12,377	16,183	20,591	24,611	28,205	31,005	32,785	34,377
2022	2,079	4,316	6,638	9,061	12,317	16,168	20,671	24,708	28,596	31,689	33,820	36,032
2023	2,138	3,902	5,845	8,356	12,417	16,800	21,915	26,859	30,931	34,587	37,338	40,176
2024	2,429	4,489	6,959	9,520	13,621	18,248	23,152	28,118	32,343	36,206	38,835	41,430
2025	2,601	4,868	7,678	10,746	14,891							

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MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 5

FROM: David Pieper

DATE: June 26, 2025

SUBJECT: Authorization to Execute Amendment No. 5 to the Kern County Water Agency Agreement for Improvement District No. 4's North and East Pipeline Integrity Project

Issue:
Consider authorizing the Improvement District No. 4 Manager to execute Amendment No. 5 to the Kern County Water Agency Agreement for Improvement District No. 4's North and East Pipeline Integrity Project.

Recommended Motion:
Authorize the Improvement District No. 4 Manager to execute Amendment No. 5 to the Kern County Water Agency Agreement for Professional Consulting Services with Black & Veatch Corporation for Improvement District No. 4's North and East Pipeline Integrity Project, amending the contract termination term to June 30, 2026, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 5.

Discussion:
On July 22, 2021, the Kern County Water Agency (Agency) Board of Directors authorized the Engineering and Groundwater Services Manager to retain Black & Veatch Corporation to provide initial data collection effort using field surveys, pipe excavations, in-situ testing and engineering analysis. The consultant will use the collected data and analysis to evaluate pipeline integrity and detail recommendations for Phase 3.

On November 17, 2021, the Agency authorized execution of Amendment No. 1 to the Kern County Water Agency agreement for Professional Consulting Services (Agreement) adding additional services to the East pipeline including using an in-line inspection free-swimming tool for leak detection and pipeline location.

On July 28, 2022, the Agency authorized execution of Amendment No. 2 to the Agreement to extend the terms, increase compensation, and added additional services to include the evaluation of the North pipeline using an in-line inspection free-swimming tool for leak detection and pipeline location.

On June 22, 2023, the Agency authorized the execution of Amendment No. 3 to the Agreement to extend the terms, increase compensation and added additional services to prepare plans for a retrofit to restore the connectivity on the North pipeline and repair potential leaks on the East pipeline.

On October 26, 2023, the Agency authorized the execution of Amendment No. 4 to the Agreement to extend the terms and increase compensation due to unanticipated delays that occurred during the leak detection inspection caused by leak detection device retrieval.

Agency staff continues to require assistance from Black & Veatch Corporation in order to complete existing task orders authorized by the Agency and additional task orders identified for this Project during the upcoming construction phase. Therefore, Agency staff recommends that the Improvement District No. 4 Manager be authorized to execute Amendment No. 5 to the Agreement with Black & Veatch Corporation to extend the terms of the Agreement with Black & Veatch Corporation to June 30, 2026. Amendment No. 5 is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the June 25, 2025 meeting.

AMENDMENT NO. 5 to
KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Amendment No. 5 is made this 26th day of June, 2025, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency", and Black & Veatch Corporation, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Agency and Consultant entered into an agreement for professional services dated July 22, 2021; and

WHEREAS, the Agency and Consultant entered into Amendment No. 1, dated November 17, 2021, adding additional services to the East pipeline; and

WHEREAS, the Agency and Consultant entered into Amendment No. 2, dated July 28, 2022, adding a time extension and additional services to the North pipeline; and

WHEREAS, the Agency and Consultant entered into Amendment No. 3, dated June 22, 2023, adding a time extension and additional services for improvements on the East and North pipelines; and

WHEREAS, the Agency and Consultant entered into Amendment No. 4, dated October 26, 2023, adding a time extension and additional compensation for unanticipated delays during leak detection device retrieval; and

WHEREAS, the Agency's need for additional services includes additional construction management services for the East and North pipelines; and

WHEREAS, the Consultant has provided a scope of additional work as Exhibit E; and

WHEREAS, the Agency and Consultant desire to extend the time for such professional services; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

I. Article III. A. of the Agreement with Kern County Water Agency for Professional Consulting Services dated July 21, 2021 is hereby amended to extend the termination date to June 30, 2026.

II. Article III. B. of the Agreement with Kern County Water Agency for Professional Consulting Services dated July 21, 2021 is hereby replaced with:

"The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice."

III. Exhibit E is added to amend the Scope of Work Consultant will perform, as attached hereto and incorporated herein by this reference.

IV. All other provisions of the Kern County Water Agency Agreement for Professional Consulting Services dated July 21, 2021, as amended by Amendment No. 1 dated November 17, 2021, Amendment No. 2 dated July 28, 2022, Amendment No. 3 dated June 22, 2023, and Amendment No. 4 dated October 26, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Amendment No. 5 on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By: _____	By: _____
Improvement District No. 4 Manager	Black & Veatch Corporation

EXHIBIT E

(Scope of Work)

The Consultant will perform the following construction management services for the North & East Pipeline Continuity Restoration Project (Project). Work will include:

1. Project Administration/Management
    A. Project management support
        i. Scheduling
        ii. Invoice generation
        iii. Status report preparation
        iv. Project management as directed by the Agency

2. Construction Phase Services
    A. Provide an onsite corrosion engineer, certified by National Association of Corrosion Engineers (NACE), to witness installation, startup, and commissioning of stray current retrofit and electrical continuity restoration
    B. Confirm proper installation per the contract plans and specifications
    C. Prepare report(s) to summarize and document each site visit
    D. Conduct meeting to review report(s) with Agency staff

DRAFT

MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 6

FROM: J. T. Gardiner

DATE: June 26, 2025

SUBJECT: Authorization to Retain an Engineering Consultant for the McCray Street Paving Project

Issue:
Consider authorizing the Engineering and Groundwater Services Manager to retain an engineering consultant for the McCray Street Paving Project.

Recommended Motion:
Authorize the Engineering and Groundwater Services Manager to execute a contract with Dee Jaspar and Associates for consulting engineering services in connection with the Kern County Public Works McCray Street Paving Project, subject to approval of General Counsel as to legal form, as outlined in the June 26, 2025 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 6.

Discussion:
Improvement District No. 4 (ID4) was informed that Kern County Public Works (County) has a repaving project in McCray Street from the intersection of China Grade Loop to Universe Avenue. ID4 owns and operates a 27-inch potable water pipeline in McCray Street within the limits of the County's project. This pipeline is prestressed concrete cylinder pipe. The pipeline is 50 years old and is a major potable water source to Oildale Mutual Water Company and the Oildale community. If the line were to be damaged or break, there would be insufficient water supply to the Oildale community during periods of high water demand.

Burtch Construction, the Contractor for the paving project, potholed ID4's pipeline and found the existing cover varied from 3.1 feet to 3.7 feet within the boundaries of the project. The proposed project employs full depth replacement (FDR) to repave McCray Street. As such, the Contractor's equipment will come within 18 to 20 inches of the ID4 pipeline. That distance is too close to that pipeline because vibrations and/or the weight of the equipment could damage or break the pipeline.

Burtch Construction proposed two possible solutions to work in the area of the ID4 pipeline that would either limit heavy equipment and vibration by doing a deep lift or reduce the depth of FDR by 6-inches over the pipeline. The County rejected both options outright with the only given rationale that either proposal would cost more than was bid. In addition, ID4 was directed to protect their utility in place, at ID4's expense, before the County starts work on July 7, 2025. The County has claimed prior rights from 1951 for the McCray Street right-of-way.

The only options Agency staff see to be available to properly protect ID4's pipeline ahead of road construction are: 1) a cement slurry cap over the width of the pipe trench; 2) a reinforced concrete cap over the width of the pipe trench; or 3) relocation of the pipeline. At this point, none of these three options would be able to be completed before July 7, 2025. On June 4, 2025, Agency staff was notified that the County would suspend the contract with Burtch Construction until ID4 had protected its pipeline. ID4 appreciates the County holding the start of construction until the line can be adequately protected.

In order to expedite design, Agency Engineering & Groundwater Services staff requested a proposal from Dee Jaspar & Associates (DJA) to assist with design and consulting services to address this request from the County. DJA provided a proposal with the following tasks and fees:

Task No. 1: Analyze the effects of construction loads on the pipe with 1.5 feet of cover. If the construction loads result in unacceptable effects, then prepare a preliminary design of loadbearing protection over the pipe. $7,926

Task No.2: 1. Prepare a preliminary estimate of the construction cost of pipeline protection, and 2. Prepare a preliminary estimate for the installation of a replacement pipeline. 3. Compare the two options. $1 ,520

Task No. 3. Prepare details of the final design of pipeline protection if that is the best option. $2,944. Preparation of plans and specifications for bidding purposes is not included in this task.

Total for Tasks 1 - 3: $11,760

DJA suggested that Tasks 1 and 2 be authorized first. Decisions regarding the best path forward can be made after these two tasks are completed. The completion of the first two tasks will also prompt the discussion on sources of funding to cover the costs. A copy of the proposed contract is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at its June 25, 2025 meeting.

DRAFT

Attachment 1

KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement is made this 26th day of June, 2025 by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and Dee Jaspar and Associates, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the Agency requires professional civil engineering consulting services for the Protection of the North Feeder Pipeline due to the Kern County Public Works McCray Street Paving Project; and

WHEREAS, said services require familiarity with civil engineering and guidelines; and

WHEREAS, Consultant is knowledgeable and experienced in the areas required for successful completion of the activities set forth below and possesses special knowledge and expertise on the specific projects involved.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

The Agency does hereby retain Consultant as an independent contractor and Consultant shall provide the necessary professional services as specified herein.

I. Scope of Service:

Consultant shall provide consulting services, advice and assistance as requested by the Agency's Engineering and Groundwater Resources Manager or such other person or officer whom the Agency or the General Manager may designate. Consultant shall be responsible for the competent performance of requested services. Consultant's scope of services is included herein as Exhibit A. Should any terms and conditions contained in Exhibit A conflict with, or provide less stringent requirements than those contained in this Agreement, the terms of this Agreement shall apply.

II. Subcontract Services:

It is agreed that subcontracting of services shall not ordinarily be required. Subcontracts must be approved in writing by the Agency prior to commencement of any work which must be specifically authorized by the Agency.

III. Term of Agreement:

A. This Agreement shall become effective on June 26, 2025 and shall terminate March 31, 2026.

B. The Agency and/or Consultant may terminate this Agreement for any reason with thirty (30) days written notice.

C. In the event of termination, all finished or unfinished data, studies, maps, reports and other documents prepared by Consultant for the Agency, shall upon payment in full for services completed prior to termination, become the Agency's property and Consultant shall deliver such items to the Agency.

D. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

IV. Compensation:

Compensation under this Agreement shall not exceed $12,000 in total without express written approval of the Engineering and Groundwater Services Manager or General Manager as authorized by the Agency Board of Directors.

V. Payment of Compensation:

Charges shall be billed monthly to the Agency prior to the 10th day of each month and payment by the Agency shall be made within 60 days of receipt of each undisputed monthly invoice. Detailed invoices shall include billing for all hours worked and expenses incurred by Consultant during each month of services rendered to the Agency in conformance with the Agreement plus any charges for approved subcontracted services. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308, Attention: Accounts Payable. Consultant shall keep adequate records of all services and charges to the Agency and make them available if requested by the Agency.

VI. Documents:

All data, studies, maps, reports and other documents shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the Agency. Consultant at his option may retain copies of data, studies, maps, reports and other documents for his files.

VII. Insurance and Indemnification:

Consultant agrees with the Agency that:

A. To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from and against any and all claims, costs, losses, damages and demands of all persons arising out of the performance of the work described herein to the extent caused by Consultant's willful misconduct or negligent performance of its duties and obligations under this Agreement. Consultant is not responsible for any claims, costs, losses, damages or demands of all persons resulting from the negligence, or willful misconduct of the Agency, its directors, officers, employees and authorized volunteers.

B. By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions if employing individuals.

C. Consultant will file with the Agency, if requested, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than $1,000,000; general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; and workers compensation coverage at statutory limits and employers' liability coverage of $1,000,000 each accident for each employee. The general liability and auto liability coverage shall name the Agency, its directors, officers, employees and authorized volunteers as additional insureds. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized

volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating or no less than A- VIII, or equivalent, or as otherwise approved by the Agency. In the event that the Consultant employs subcontractors as part of the work covered by this Agreement (subject to the prior written approval of the Agency), it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

D. If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

E. Premiums for all insurance required hereunder are the responsibility or Consultant and not of the Agency.

F. Consultant will comply with applicable local, State, and federal regulations and statutes including Cal/OSHA requirements.

IX. Attorneys' Fees:

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus a reasonable amount of attorneys' fees.

X. Successors and Assigns:

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. It is acknowledged by Consultant that the primary interest of the Agency in entering the contract is to obtain the personal expertise and knowledge of Consultant and that acceptance or rejection of any proposed assignment is within the sole discretion of the Agency.

XI. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in a United States Post Office, registered or certified, postage prepaid, addressed to:

AGENCY: Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
ATTN: Engineering and Groundwater Services Manager

CONSULTANT: Dee Jaspar and Associates, Inc.
2730 Unicorn Road, Building A
Bakersfield, CA 93308
ATTN: Dee Jaspar, President

and shall be effective upon receipt thereof.

XII. Legal Representation:

The parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and that each party has had the opportunity to be fully advised with respect to all rights that are affected by this Agreement.

XIII. Integration:

This Agreement represents the entire understanding of the Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by an amendment to this Agreement evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Agency and Consultant have executed this Agreement on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY	CONSULTANT
By:_____	By:_____
Engineering and Groundwater Services Manager	Dee Jaspar and Associates, Inc.

EXHIBIT A

(Scope of Work)

The Consultant will perform the following engineering services for Consulting on the Kern County Public Works McCray Street Paving Project:

Analysis and preliminary design task:

1. Analyze the effects of construction loads on the pipe with 1.5 feet of cover
2. Prepare preliminary design of loadbearing protection over the pipe if the construction loads resulted in unacceptable effects

Preliminary estimate comparison task:

1. Prepare a preliminary estimate of the construction cost of pipeline protection
2. Prepare a preliminary estimate for the installation of a replacement pipeline
3. Compare the two options

Pipeline protection details task:

1. Prepare details of the final design of pipeline protection, if that is the best option
2. Preparation of plans and specifications for bidding purposes is not included in this task.

Correspondence

West Stanislaus County Fire Protection District

344 W. Las Palmas Avenue
Patterson CA 95363
209.895.8130
weststanfire.org

June 10, 2025

RECEIVED
JUN 10 2025
K.C.W.A.

Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

To: KCWA Board of Directors

I am writing on behalf of the Board of Directors of the West Stanislaus County Fire Protection District (WSCFPD), which covers approximately 620 square miles in western Stanislaus County and includes the Diablo Grande (DG) community. In light of the recent news about the water issues in DG, I respectfully request that your agency continue supplying water to the community.

DG is a remote residential area located in the western hills of Stanislaus County and the closest fire hydrants from DG are located approximately nine miles away in Patterson. Given the location and the surrounding dry, brush-covered terrain, DG faces a heightened risk of wildfire throughout much of the year, in addition to the threat of residential structure fires. A consistent and reliable water supply is critical for both everyday living and for fire suppression. Discontinuing this essential supply would pose serious risks to both people and property, particularly during California's prolonged fire season.

The WSCFPD maintains a volunteer fire station in DG, but we currently only have one volunteer firefighter that lives there. In the event of an emergency, career and volunteer firefighters from Patterson, Newman, and Westley areas will respond with significant delays of 15-25 minutes (or longer). We understand the challenges in water resource management, but we urge you to consider the unique circumstances and public safety concerns of our area in making decisions about continued service.

Thank you for your attention to this urgent matter. We are hopeful for your support and thank you for your consideration to preserve this essential service for fire protection.

Respectfully,

Jeff Frye
Fire Chief

Bcc: West Stanislaus County Fire Protection District Board of Directors
Cc: Erik Klevmyr, Fire Warden/Stanislaus County OES Director