



## MEETING OF THE BOARD OF DIRECTORS ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT AND

## ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

849 ALLEN ROAD, BAKERSFIELD, CA 93314

#### **AGENDA**

August 12, 2025 8:00 a.m.

#### 1. CALL TO ORDER / ROLL CALL

#### 2. APPROVAL OF MINUTES

a) Regular Board Meeting Minutes of July 08, 2025

#### 3. FINANCIAL REPORT

- a) Treasurer's Report (MM)
- b) Accounts Payable (MM)
- c) Revenue and Expenditures (MM)
- d) Water Charge Update (TT)

#### 4. OPERATIONS AND MAINTENANCE REPORT

- a) District Groundwater Levels (MN)
- b) Operations (ZS)
- c) Maintenance (ZS)

#### 5. WATER RESOURCES REPORT

- a) State Water Project Operations (TT)
- b) Delta Conveyance Project (TT)
- c) Kern County Water Agency (TT)

#### 6. MANAGER'S REPORT

- a) Strategic Plan Update (RE/DB)
- b) Rosedale Recap (RE)
- c) Project Evaluation Update (DB)

#### 7. ENGINEER'S REPORT

- a) Onyx Ranch Project (DB)
- b) Improvement Projects (MN)
  - i. Ratifiation of Fabricated Gate Purchase for West Superior (MN)

#### 8. COMMITTEE/SPECIAL PROJECT ACTIVITIES

- a) Groundwater Banking Joint Powers Authority (DB & TT)
  - i. Consideration of Design Proposal and Special Activities Agreement (DB)
- b) South Valley Project (DB)
- c) Sustainable Groundwater Management Act / Rosedale-Rio Bravo Water Storage District Groundwater Sustainability Agency (DB/TT/DR)
  - i. Stakeholder Meeting Attendance (DB)
  - ii. Public Hearing to consider the adoption of the 2025 Groundwater Sustainability Plan (GSP) (Link: <a href="www.kerngsp.com">www.kerngsp.com</a>) and supporting appendix of projects and management actions for the Kern County Subbasin of the Tulare Lake Groundwater Basin. (DB)
  - iii. Consideration of Adoption of 2025 GSP. (DB)
  - iv. Consider approving the Third Amended Kern County Subbasin Coordination Agreement among subbasin Groundwater Sustainability Agencies. (DR)
  - v. Consideration of a contract amendment with Self-Help Enterprises to administer the Kern County Subbasin Domestic Well Mitigation Program. (TT)
- d) Kern Non-Districted Lands Joint Power Authority (DB)
  - i. Consideration of Fourth Amended JPA (DR)
- e) Kern Fan Monitoring Committee (MN)
- f) Cross Valley Canal Advisory Committee (DB)
- g) Pioneer Project Committee (DB)
- h) Kern River Watershed Coalition Authority (ZS)
- i) Kern Fan Authority (DB)
- j) Joint Operating Committee (DB & TT)
- k) Committee for Delta Reliability (TT)
- I) South Valley Water Resources Authority (TT)
- m) Valley Aq Water Coalition (TT)
- n) Kern Integrated Regional Water Management Plan (TT)
- o) Sites Reservoir Project (TT)
- p) Association of California Water Agencies (TT)

# 9. ATTORNEY'S REPORT 10. OLD OR NEW BUSINESS

#### 11. CORRESPONDENCE

#### 12. PUBLIC COMMENT

#### 13. CLOSED SESSION

- Conference with legal counsel Anticipated Litigation: Significant Exposure to Litigation Government Code Section 54956.9(d)(2): Two (2) Matters
- b) Conference with legal counsel Anticipated Litigation: Initiation of Litigation Government Code Section 54956.9(d)(4): Two (2) Matters
- c) Conference with legal counsel Pending Litigation Government Code Section 54956.9 (d)(1):
  - i. State Water Resources Control Board Applications to Appropriate Kern River Water
  - ii. City of Bakersfield v. Rosedale-Rio Bravo Water Storage District (McAllister CEQA)
  - iii. Department of Water Resources v. All Persons Interested (Validation Action)
  - iv. Rosedale-Rio Bravo Water Storage District, et al. vs. Kern County Water Agency, et al. (CVC Litigation)
  - v. Buena Vista Water Storage District, et al. v. Rosedale-Rio Bravo Water Storage District (Three Separate Suits) (Onyx Ranch CEQA Litigation)
  - vi. Bring Back the Kern, et al v. Rosedale-Rio Bravo Water Storage District, et al. (Kern River Public Trust Litigation)
- d) Conference with real property negotiator *Government Code Section 54956.8* Negotiators: Dan Bartel / Dan Raytis
  - i. Property: Water Supply (Delta Conveyance). Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - ii. Property: Water Supply. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iii. Property: Various Parcels Potential District Projects. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District. Under negotiation: Price & Terms of Payment
  - iv. Property: Various Parcels Kern Fan Project. Negotiating parties: Various parties and Rosedale-Rio Bravo Water Storage District, Irvine Ranch Water District and Groundwater Banking Joint Powers Authority.
  - e) Personnel Government Code Sections 54957 and 54957.6 Performance Evaluation District Employees. Conference with Labor Negotiator District Representative: Dan Raytis; Unrepresented Employees District Employees

#### 14. ADJOURNMENT

DECLARATION OF POSTING: I, Rachelle Echeverria, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office and on the District's website (<a href="www.rrbwsd.com">www.rrbwsd.com</a>) on or before August 8, 2025. Requests for disability-related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Megan Misuraca at <a href="mmisuraca@rrbwsd.com">mmisuraca@rrbwsd.com</a>. Please attempt to make such requests known at least 24 hours before the scheduled meeting.

#### BOARD OF DIRECTORS

## ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT MINUTES OF THE REGULAR BOARD MEETING

July 8, 2025

8:00 a.m.

#### **DIRECTORS PRESENT**

Roy Pierucci, Jason Selvidge & Mitch Millwee

#### **DIRECTORS ABSENT**

Gary Unruh & Barry Watts

#### **OTHERS PRESENT**

District Staff / Consultants – Dan Bartel, Trent Taylor, Megan Misuraca, Zach Smith, Rachelle Echeverria, Markus Nygren, Dan Raytis & Jennifer Spaletta
Public – Matt Klassen

#### **CALL TO ORDER**

President Pierucci called the meeting to order at 8:00 a.m.

#### **APPROVAL OF MINUTES**

a) Regular Board Meeting Minutes of June 10, 2025

A motion was made by Director Selvidge with a second by Director Millwee to approve the Board of Directors' June 10, 2025 regular meeting minutes. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge and Millwee

NOES: None ABSTAINED: None

#### **FINANCIAL REPORT**

- a) Treasurer's Report Ms. Misuraca presented the Treasurer's Report as of June 30, 2025, to the Board, highlighting significant payments made in June. She noted that the County Fund Account balances are estimates due to the transition to a new accounting system. Additionally, she reported the transfer of funds to Computershare for the COP payment, which is scheduled to be made in July.
- b) Accounts Payable/ June 7, 2025 through July 7, 2025 Ms. Misuraca reviewed the accounts payable report with the Board. Mr. Bartel noted for the Board that the checks to be ratified were only signed by two signers (one staff and one Board member) due to the unavailability of a third signer; normally checks are signed by three people. A motion was made by Director Millwee and seconded by Director Selvidge to ratify and approve payment of the accounts payable in the total amount of \$1,430,812.96. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge, and Millwee

NOES: None

ABSTAINED: None

- c) Revenue and Expenditures Report Ms. Misuraca presented the Revenue and Expenditures Report, comparing budgeted amounts to actuals through June 30, 2025. She highlighted several accounts that have large changes from last month.
- d) <u>Water Charge Update</u> Mr. Taylor reported that staff continues to attempt delivery of the final water charge invoice, which has repeatedly been returned as undeliverable.

#### **OPERATIONS AND MAINTENANCE REPORT**

- a) <u>District Groundwater Levels</u> Mr. Nygren presented groundwater levels in relation to the District's minimum thresholds under SGMA in addition to a depth to water map across the District and reported staff has adjusted the name of a well to match the DMS database.
- b) Operations Report Mr. Smith provided an update on the District's water supplies and recharge and recovery operations.
- c) <u>Maintenance Report</u> Mr. Smith reported on maintenance efforts throughout the District.

#### WATER RESOURCES REPORT

- a) State Water Project Operations Mr. Taylor provided a detailed report on current State Water Project operations, including an analysis of the 8-station index graph and reservoir conditions and snow water content reports. Mr. Taylor also reported that staff is actively monitoring conditions at Oroville to stay ahead of any potential spill impacts on the District's carryover balance in San Luis Reservoir.
- b) <u>California Delta Conveyance Project</u> Mr. Taylor briefed the Board on the Delta Conveyance Project schedule and ongoing funding discussions.
- c) <u>Kern County Water Agency Board Meeting Update</u> Mr. Taylor gave a brief report on the recent Kern County Water Agency meeting reporting the agency is working on a strategic planning process.
- d) Consideration of Water Banking Agreement with TLBWSD Mr. Taylor reviewed the agreement with the Board, noting that it is for 2026. However, due to the lengthy approval process last time, he wanted to initiate it early to stay ahead. A motion was made by Director Selvidge and seconded by Director Millwee to approve and authorize staff to execute the Tulare Lake Basin Water Storage District and Los Angeles County Sanitation District Water Banking and Exchange Agreement for the term of January 1, 2026 through December 31, 2026. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge and Millwee

Noes: None

ABSTAINED: None

#### **MANAGER'S REPORT**

- a) <u>Strategic Plan Update</u> Ms. Echeverria presented the Strategic Plan Goal #2 and staff's efforts on each objective.
- b) Rosedale Recap Ms. Echeverria reviewed the June 2025 Rosedale-Recap with the Board.

#### **ENGINEER'S / PROJECTS REPORT**

- a) Onyx Ranch
  - i. Operations Report Mr. Bartel briefed the Board on Onyx Ranch operations and reported project flows over the last month. Mr. Bartel also reported that the Coordination Agreement with other river interests is being presented for consideration at the upcoming City Council meeting. The agreement, which would extend through December 31, 2025, includes a provision to transfer the Onyx Ranch water to the District's Pioneer Project account, as provided by existing Pioneer Project agreements.
- b) Improvement Projects Mr. Nygren updated the Board on the status of various improvement projects across the District. Mr. Nygren also reviewed proposed SCADA equipment for Onyx Ranch that is covered by free satellite internet. A motion was made by Director Selvidge and seconded by Director Milwee to approve the purchase and installation of up to 3 SCADA monitoring sites along the South Fork of the Kern River with a budget not to exceed \$35,000. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge and Milwee

NOES: None ABSTAINED: None

i. <u>Consideration of Purchase of Sluice Gates- West Superior</u> – Mr. Nygren reviewed the proposed sluice gates with the Board. No action was taken at this time.

#### **COMMITTEE REPORTS**

- a) Groundwater Banking Joint Powers Authority
  - i. <u>Rosedale 1 Improvements</u> Mr. Bartel reported the flow capacity analysis for the Rosedale 1 channel was completed and he reviewed the proposed improvements for the channel. There was discussion of access to grant funds.
- b) <u>Sustainable Groundwater Management Act / Rosedale-Rio Bravo Water Storage District</u> Groundwater Sustainability Agency –
  - i. <u>Consideration of Amendment to Subbasin Coordination Agreement</u> Mr. Bartel reviewed the process for the submission of the revised GSP to the State Water Resources Control Board. No action was taken at this time. Mr. Bartel advised that this action (along with others relating to SGMA and the 2025 GSP) will come to the Board in August for final approval.
  - ii. <u>Consideration of Additional Scope Requests</u> Mr. Bartel briefed the Board on the various consultants' contracts for the revision of the Subbasins GSP document. A motion was made by Director Selvidge with a second by Director Millwee to approve the District's contribution up to an amount of \$12,000. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge and Milwee

NOS: None

ABSTAINED: None

- c) Kern Non-Districted Lands Joint Power Authority
  - i. Consideration of Amendment to Joint Power Authority Formation Document Mr. Bartel briefed the Board on the need for the amendment to the formation document. A motion was made by Director Selvidge with a second by Director Millwee to approve and authorize staff to execute the Fourth Amended and Restated Joint Exercise of Powers Agreement with the Kern Non-Districted Lands Authority. The motion unanimously passed.

AYES: Directors Pierucci, Selvidge and Millwee

NOES: None ABSTAINED: None

- d) Kern Fan Monitoring Committee No report.
- e) <u>Cross Valley Canal Advisory Committee</u> Mr. Bartel reviewed the proposed conveyance alternatives 3 & 5 and reviewed the proposed agreement sent to the Kern County Water Agency to reimburse the agency for costs associated with the design efforts of the conveyance alternatives proposed by the GBJPA. Mr. Bartel noted the agreement was approved at the CVAC meeting and at the Kern County Water Agency Board meeting.
- f) <u>Pioneer Project Committee</u> Mr. Bartel reviewed the redline of the revised Pioneer Project Groundwater Recharge Plan and map of facilities and proposed improvements with the Board.
- g) <u>Kern River Watershed Coalition Authority (KRWCA)</u> Mr. Smith briefed the Board on the latest Kern River Watershed activities.
- h) Kern Fan Authority Ms. Misuraca reported the agenda was included in the board pack.
- i) <u>Joint Operating Committee (JOC)</u> No report.
- j) Committee for Delta Reliability No report.
- k) South Valley Water Resources Authority No report.
- I) Valley Ag Water Coalition Mr. Taylor reported the report was included in the board pack.
- m) Kern Integrated Regional Water Management Plan No report.
- n) <u>Sites Reservoir Project</u> Mr. Taylor reported the updated cost estimates have been released on the project and staff is evaluating them.
- o) Association of California Water Agencies No report.

#### **ATTORNEY'S REPORT**

None.

#### **OLD OR NEW BUSINESS**

None.

#### **CORRESPONDENCE**

None.

#### **PUBLIC COMMENT**

Mr. Klassen thanked the Board for their efforts.

#### **CLOSED SESSION**

During the meeting, the Board met in closed session, as follows: At 10:04 a.m. President Pierucci announced the Board would meet in closed session. At 11:45 a.m. the Board reconvened to open session. Mr. Raytis reported that the Board did not take any reportable action during the closed session.

#### **ADJOURNMENT**

At 11:45 p.m. President Pierucci adjourned the meeting.

## Monthly Financial Report

Rosedale-Rio Bravo Water Storage District July 2025



Prepared by

Megan Misuraca

Prepared on

August 12, 2025

## Cash Balance Rosedale-Rio Bravo Water Storage District

July 1-31, 2025

|   | Transaction date    | Credit      | Debit        | Balance                          |
|---|---------------------|-------------|--------------|----------------------------------|
| Tri-Counties Bank-Operations                  |                     |             |              |                                  |
| Total for Tri-Counties Bank-Operations        | Beginning Balance — | \$69,687.23 | \$477,712.76 | 3,910,029.74<br>\$3,502,004.21   |
| Tri-Counties Bank-Payroll                     |                     |             |              |                                  |
| Total for Tri-Counties Bank-Payroll           | Beginning Balance — | \$547.32    | \$237,562.35 | 248,896.51<br><b>\$11,881.48</b> |
| 2020 COP W.F. Trust Funds M.M.                |                     |             |              |                                  |
|   | Beginning Balance   |             |              | 637,103.28                       |
| Total for 2020 COP W.F. Trust Funds M.M.      |                     | \$365.76    | \$637,094.90 | \$374.14                         |
| Goldman Sachs Money Market                    |                     |             |              |                                  |
| Total for Coldman Cooks Marrow Modest         | Beginning Balance — | *400.00     | ***          | 39,629.12                        |
| Total for Goldman Sachs Money Market          |                     | \$132.68    | \$0.00       | \$39,761.80                      |
| Operations County Fund # 60520                |                     |             |              |                                  |
|   | Beginning Balance — |             |              | 51,659.81                        |
| Total for Operations County Fund # 60520 (1)  |                     | \$0.00      | \$0.00       | \$51,659.81                      |
| Bond Reserve County Fund #60527               |                     |             |              |                                  |
|   | Beginning Balance   |             |              | 990.16                           |
| Total for Bond Reserve County Fund #60527 (1) |                     | \$0.00      | \$0.00       | \$990.16                         |
| General County Fund # 60510                   |                     |             |              |                                  |
|   | Beginning Balance   |             |              | 15,035,759.30                    |
| Total for General County Fund # 60510 (1)     | _                   | \$0.00      | \$0.00       | \$15,035,759.30                  |
| Bond Debt County Fund # 60526                 |                     |             |              |                                  |
|   | Beginning Balance   |             |              | 5,415.03                         |
| Total for Bond Debt County Fund # 60526 (1)   |                     | \$0.00      | \$0.00       | \$5,415.03                       |
|   |                     | Total Cash  | Balance      | \$18 647 845 93                  |

Total Cash Balance \$18,647,845.93

(1) The county is switching accounting systems. These accounts are estimated balances.

#### Investments / Cash Equivalent Rosedale-Rio Bravo Water Storage District July 1-31, 2025

| Investment AMG - Wells Fargo           |                   |              |        |                 |
|--|-------------------|--------------|--------|-----------------|
|  | Beginning Balance |              |        | 16,401,297.42   |
| Total for Investment AMG - Wells Fargo |                   | \$211,979.69 | \$0.00 | \$16,613,277.11 |
|  |                   |              |        |                 |

Total Investment/CashEquivalent \$16,613,277.11

Total Cash and Investments/Cash Equivalent \$35,261,123.04

## Rosedale-Rio Bravo Water Storage District AP for Ratification

July 8 - August 7, 2025

|                              | Transaction Type          | Num              | Date                     | Amount                            | Split  |
|------------------------------|---------------------------|------------------|--------------------------|-----------------------------------|--|
| ACE HARDWARE                 | B                         |                  |                          |                                   |  |
|                              | Bill Payment (Check) Bill | 4441<br>66308    | 07/28/2025<br>07/03/2025 |                                   | -Counties Bank-Operations                                  |
|                              | DIII                      | 00300            | 07/03/2023               | 20.56 61650 Op                    | erating Supplies   |
| ACWA JPIA (W/C,Auto,GL,Prop) |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4439             | 07/28/2025               | -2,098.00 10006 Tri               | -Counties Bank-Operations                                  |
|                              | Bill                      | 317              | 07/01/2025               | 2,098.00 63010 Ins                | urance   |
|                              |                           |                  |                          |                                   |  |
| Advanced Data Storage, Inc.  | Bill Decement (Charle)    | 4450             | 07/28/2025               | FC 20 4000C T-                    | Counting Book Operations                                   |
|                              | Bill Payment (Check) Bill | 4458<br>213220   | 07/28/2025               | -56.39 10006 In<br>56.39 62000 Ge | -Counties Bank-Operations                                  |
|                              | Dill                      | 210220           | 01/03/2023               | 30.39 02000 00                    | ineral Office  |
| AE-COM Engineering Inc       |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4436             | 07/28/2025               | -3,376.07 10006 Tri               | -Counties Bank-Operations                                  |
|                              | Bill                      | 2001040062       | 07/14/2025               | 3,376.07 63004 En                 | gineering Services   |
|                              |                           |                  |                          |                                   |  |
| ASM Affiliates               |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check) Bill | 4455<br>30293    | 07/28/2025<br>07/09/2025 |                                   | -Counties Bank-Operations                                  |
|                              | BIII                      | 30293            | 07/09/2025               | 3,600.00 70201 Ca                 | pital Environmental Services                               |
| Asphalt Dr                   |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4394             | 07/10/2025               | -8,865.00 10006 Tri               | -Counties Bank-Operations                                  |
|                              | Bill                      | 250120           | 06/30/2025               | 8,865.00 65100 Bu                 | ilding Maintenance   |
|                              |                           |                  |                          |                                   |  |
| Bakersfield Well & Pump Inc. |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4450             | 07/28/2025               |                                   | -Counties Bank-Operations                                  |
|                              | Bill                      | 23640 Retention  | 07/01/2025               | 176,299.95 20010 AP               | Retention Withheld   |
| Barnes Welding Supply        |                           |                  |                          |                                   |  |
| Burnes Welding Supply        | Bill Payment (Check)      | 4443             | 07/28/2025               | -150.62 10006 Tri                 | -Counties Bank-Operations                                  |
|                              | Bill                      | 63608732         | 07/10/2025               | 150.62 61650 Op                   |  |
|                              |                           |                  |                          |                                   |  |
| Benjamin P. Ruiz             |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4435             | 07/28/2025               |                                   | -Counties Bank-Operations                                  |
|                              | Bill                      | 5008             | 07/08/2025               | 14,300.00 63005 En                | vironmental Services                                       |
| BHK Accountancy Corporation  |                           |                  |                          |                                   |  |
| BHK Accountancy Corporation  | Bill Payment (Check)      | 4429             | 07/28/2025               | -11.500.00 10006 Tri              | -Counties Bank-Operations                                  |
|                              | Bill                      | 158536           | 07/01/2025               |                                   | dit and Accounting Services                                |
|                              |                           |                  |                          |                                   |  |
| Carroll's Tire Warehouse     |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4451             | 07/28/2025               |                                   | -Counties Bank-Operations                                  |
|                              | Bill                      | 101972           | 07/17/2025               |                                   | to Maintenance & Repair                                    |
|                              | Bill<br>Bill              | 101777<br>101832 | 07/07/2025<br>07/09/2025 |                                   | to Maintenance & Repair<br>to Maintenance & Repair         |
|                              | Bill                      | 101845           | 07/10/2025               |                                   | to Maintenance & Repair                                    |
|                              | <del></del>               |                  |                          |                                   |  |
| Christensen, Inc.            |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4457             | 07/28/2025               | -3,227.12 10006 Tri               | -Counties Bank-Operations                                  |
|                              | Bill                      | 400169           | 07/17/2025               | 3,227.12 -Split-                  |  |
|                              |                           |                  |                          |                                   |  |
| Comptel Services             | Pill Payment (Charle)     | 4430             | 07/20/2025               | 449.00.40000 T                    | Counting Bank Operations                                   |
|                              | Bill Payment (Check) Bill | 4430<br>22524    | 07/28/2025<br>07/16/2025 |                                   | -Counties Bank-Operations<br>chnology Fees & Subscriptions |
|                              | J                         |                  | 01/10/2020               | 110.00 00011 10                   | as.ogy i coo a oubscriptions                               |
| CPI                          |                           |                  |                          |                                   |  |
|                              | Bill Payment (Check)      | 4456             | 07/28/2025               | -120.00 10006 Tri                 | -Counties Bank-Operations                                  |
|                              | Bill                      | 1322346          | 07/11/2025               | 120.00 60005 Sta                  | aff Benefits   |
|                              |                           |                  |                          |                                   |  |

| David Janes Company        | Bill Payment (Check) | 4431                 | 07/28/2025   | -79.43 10006 Tri-Counties Bank-Operations    |
|----------------------------|----------------------|----------------------|--------------|--|
|                            | Bill                 | 0455077-IN           | 07/11/2025   | 79.43 61650 Operating Supplies               |
|                            |                      |                      |              | 3 11   |
| Esparza Enterprises, Inc   |                      |                      |              |  |
|                            | Bill Payment (Check) | 4448                 | 07/28/2025   | -8,511.38 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | 132694               | 07/09/2025   | 2,650.24 -Split-                             |
|                            | Bill                 | 132860               | 07/16/2025   | 3,074.10 -Split-                             |
|                            | Bill                 | 133033               | 07/23/2025   | 2,787.04 63007 Other Contracted Services     |
| JSC Agricultural Supply    |                      |                      |              |  |
| ooo Agroundia Gappiy       | Bill Payment (Check) | 4434                 | 07/28/2025   | -4,627.63 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | 374554               | 07/15/2025   | 4,627.63 61650 Operating Supplies            |
|                            |                      |                      |              |  |
| Kern County Public Works   |                      |                      |              |  |
|                            | Bill Payment (Check) | 4433                 | 07/28/2025   | -108.74 10006 Tri-Counties Bank-Operations   |
|                            | Bill                 | 50942                | 07/08/2025   | 108.74 -Split-                               |
| Mission Uniform Service    |                      |                      |              |  |
| MISSION ONNOTHI Service    | Bill Payment (Check) | 4462                 | 07/28/2025   | -349.50 10006 Tri-Counties Bank-Operations   |
|                            | Bill                 | 524154209            | 07/11/2025   | 77.70 63500 Janitorial                       |
|                            | Bill                 | 524190108            | 07/11/2025   | 166.96 63500 Janitorial                      |
|                            | Bill                 | 524277581            | 07/25/2025   | 104.84 63500 Janitorial                      |
|                            |                      |                      |              |  |
| Office1                    |                      |                      |              |  |
|                            | Bill Payment (Check) | 4444                 | 07/28/2025   | -192.91 10006 Tri-Counties Bank-Operations   |
|                            | Bill                 | AR1291223            | 07/08/2025   | 192.91 62001 Printing & Reproduction         |
| Peachy Clean               |                      |                      |              |  |
| readily occur              | Bill Payment (Check) | 4438                 | 07/28/2025   | -400.00 10006 Tri-Counties Bank-Operations   |
|                            | Bill                 | June 25              | 07/15/2025   | 400.00 63500 Janitorial                      |
|                            |                      |                      |              |  |
| Performance Truck & Diesel |                      |                      |              |  |
|                            | Bill Payment (Check) | 4442                 | 07/28/2025   | -2,366.29 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | 29759                | 07/08/2025   | 2,166.29 65000 Auto Maintenance & Repair     |
|                            | Bill                 | 29793                | 07/24/2025   | 200.00 65000 Auto Maintenance & Repair       |
| PG&E (1091941045-5)        |                      |                      |              |  |
| 1 Gat (1031341043-5)       | Bill Payment (Check) | 4440                 | 07/28/2025   | -1,941.22 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | 1091941045-5 July 25 | 07/15/2025   | 1,941.22 61300 Surface Water Pumping         |
|                            |                      |                      |              |  |
| PG&E (3387844223-6)        |                      |                      |              |  |
|                            | Bill Payment (Check) | AppyCred             | 07/25/2025   | -Split-                                      |
|                            | Journal Entry        | YE25-010             | 07/25/2025   | 1,409.13 -Split-                             |
|                            | Vendor Credit        | 3387844223-6 Sep 24  | 09/25/2024   | -3,540.08 61301 Groundwater Pumping          |
| PG&E 6149047433-7          |                      |                      |              |  |
| 1 Gat 0143047433-7         | Bill Payment (Check) | 4452                 | 07/28/2025   | -45.87 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | 6149047433-7 June 25 | 07/01/2025   | 45.87 61301 Groundwater Pumping              |
|                            |                      |                      |              |  |
| PG&E 7752864149-9          |                      |                      |              |  |
|                            | Bill Payment (Check) | 4447                 | 07/28/2025   | -44.44 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | 7752864149-9 July 25 | 07/10/2025   | 44.44 61301 Groundwater Pumping              |
| Durahasa Dawar             |                      |                      |              |  |
| Purchase Power             | Bill Payment (Check) |                      | 07/29/2025   | -50.00 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | August 2025          | 07/13/2025   | 50.00 62009 Postage and Delivery             |
|                            | J.III                | ugust 2020           | 577 TOTE 020 | 55.55 52555 1 Stage and Delivery             |
| Quinn Company              |                      |                      |              |  |
|                            | Bill Payment (Check) | 4459                 | 07/28/2025   | -1,747.90 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | 27849816             | 07/01/2025   | 5,991.99 61500 Equipment Rental              |
|                            | Vendor Credit        |                      | 07/22/2025   | -4,244.09 61500 Equipment Rental             |
|                            |                      |                      |              |  |

| Rich's Auto Glass                         |                      |                              |                          |  |
|---|----------------------|------------------------------|--------------------------|--|
| RICH'S AUTO Glass                         | Bill Payment (Check) | 4453                         | 07/28/2025               | -343.66 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | 58793                        | 07/10/2025               | 343.66 65000 Auto Maintenance & Repair   |
|   | 5                    | 00.00                        | 0171072020               | o loloo occoo, late mamorianee a repair  |
| Rincon Consultants, Inc                   |                      |                              |                          |  |
|   | Bill Payment (Check) | 4437                         | 07/28/2025               | -5,672.00 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | 67466                        | 07/17/2025               | 5,672.00 -Split-   |
|   |                      |                              |                          |  |
| Rosedale Kern Properties LLC              |                      |                              |                          |  |
|   | Bill Payment (Check) | 4446                         | 07/28/2025               | -35,802.00 10006 Tri-Counties Bank-Operations  |
|   | Bill                 |                              | 07/01/2025               | 35,802.00 61660 Property Lease   |
|   |                      |                              |                          |  |
| Southern California Edison (700122257127) |                      |                              |                          |  |
|   | Bill Payment (Check) | 4432                         | 07/28/2025               | -3,248.39 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | 700122257127 July 25         | 07/01/2025               | 3,248.39 -Split-   |
|   |                      |                              |                          |  |
| Standard Insurance                        |                      |                              |                          |  |
|   | Bill Payment (Check) | 4460                         | 07/28/2025               | -728.72 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | August 2025                  | 07/22/2025               | 728.72 -Split-   |
|   |                      |                              |                          |  |
| Stoel Rives LLP                           |                      |                              |                          |  |
|   | Bill Payment (Check) | 4454                         | 07/28/2025               | -2,746.83 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | 8079468                      | 07/17/2025               | 83.83 63000 Legal Services   |
|   | Bill                 | 8079469                      | 07/17/2025               | 2,663.00 63000 Legal Services  |
|   |                      |                              |                          |  |
| TARGET SPECIALTY PRODUCTS                 |                      |                              |                          |  |
|   | Bill Payment (Check) | 4449                         | 07/28/2025               | -3,310.29 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | INVP501897316                | 07/08/2025               | 3,310.29 65500 Weed Contol/Chemicals   |
| The constitution of the                   |                      |                              |                          |  |
| Thomas Harder & Co., Inc.                 | D::: D               | 4445                         | 07/00/0005               | 00 000 75 40000 7 : 0 . // |
|   | Bill Payment (Check) | 4445<br>25-054-138.4         | 07/28/2025<br>07/14/2025 | -28,368.75 10006 Tri-Counties Bank-Operations  |
|   | Bill                 | 25-054-138.4<br>25-054-139.1 | 07/14/2025               | 6,547.50 63006 Hydrogeology Services   |
|   | Bill                 | 24-054-139.1                 | 07/16/2025               | 19,747.50 70201 Capital Environmental Services 2,073.75 63006 Hydrogeology Services  |
|   | DIII                 | 24-034-137.6                 | 07/16/2025               | 2,073.75 63006 Hydrogeology Services   |
| Verizon Wireless                          |                      |                              |                          |  |
| A GUTTOUL AANI GIGSS                      | Bill Payment (Check) | ACH                          | 07/28/2025               | -823.92 10006 Tri-Counties Bank-Operations   |
|   | Bill                 | 6117830341                   | 07/05/2025               | 823.92 66001 Phone / Internet  |
|   | J                    | 3                            | 0.,00/2020               | SES.SE GOOD I HORO / INCHIO  |
| Water Association of Kern County          |                      |                              |                          |  |
| Tate. Addition of Rolli dounty            | Bill Payment (Check) | 4393                         | 07/10/2025               | -20.00 10006 Tri-Counties Bank-Operations  |
|   | Bill                 | 2025-07-11                   | 07/08/2025               | 20.00 62008 Educational Fees   |
|   | =:::                 |                              | 100,2020                 |  |

Total AP for ratification

328,186.54

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#### Rosedale-Rio Bravo Water Storage District AP for Board Approval August 8, 2025

|   | Transaction Type          | Num            | Date                     | Amount               | Split                     |
|---|---------------------------|----------------|--------------------------|----------------------|---------------------------|
| ACWA - JPIA (Benefits)                  |                           |                |                          |                      |                           |
|   | Bill Payment (Check) Bill | 4483<br>706701 | 08/08/2025<br>08/01/2025 |                      | -Counties Bank-Operations |
|   | DIII                      | 700701         | 06/01/2025               | 18,322.20 20035 Be   | neill Liability           |
| ACWA JPIA (W/C,Auto,GL,Prop)            |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4472           | 08/08/2025               | -22,067.07 10006 Tri | -Counties Bank-Operations |
|   | Bill                      | 492            | 07/01/2025               | 22,067.07 63010 Ins  | urance                    |
|   |                           |                |                          |                      |                           |
| Advanced Data Storage, Inc.             |                           |                |                          |                      |                           |
|   | Bill Payment (Check) Bill | 4495           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | DIII                      | 214361         | 07/29/2025               | 56.39 62000 Ge       | neral Office              |
| AE-COM Engineering Inc                  |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4465           | 08/08/2025               | -698.53 10006 Tri    | -Counties Bank-Operations |
|   | Bill                      | 2001048925     | 08/07/2025               | 698.53 63004 En      | gineering Services        |
|   |                           |                |                          |                      |                           |
| Barnes Welding Supply                   |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4481           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | Bill                      | 91714798       | 07/31/2025               | 72.84 61500 Eq       | uipment Rental            |
| Barry Watts                             |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4487           | 08/08/2025               | -207.28 10006 Tri    | -Counties Bank-Operations |
|   | Bill                      | July 2025      | 08/06/2025               | 207.28 62007 Dir     |                           |
|   |                           |                |                          |                      |                           |
| Belden Blaine Raytis, LLP               |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4480           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | Bill                      | 26680          | 08/24/2025               | 3,100.00 63000 Le    | gal Services              |
|   | Bill                      | 26679          | 08/04/2025               | 13,485.00 -Split-    |                           |
|   | Bill                      | 26678          | 08/04/2025               | 206.67 63000 Le      | gai Services              |
| Berchtold Equipment Company             |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4466           | 08/08/2025               | -3,085.13 10006 Tri  | -Counties Bank-Operations |
|   | Bill                      | R01891         | 07/31/2025               | 3,085.13 61500 Eq    | uipment Rental            |
|   |                           |                |                          |                      |                           |
| Christensen, Inc.                       |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4494           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | Bill                      | 404717         | 07/31/2025               | 3,788.59 -Split-     |                           |
| Emcor Services                          |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4471           | 08/08/2025               | -910.00 10006 Tri    | -Counties Bank-Operations |
|   | Bill                      | 960027746      | 07/25/2025               |                      | ilding Maintenance        |
|   |                           |                |                          |                      |                           |
| Esparza Enterprises, Inc                |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4486           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | Bill                      | 133271         | 08/06/2025               |                      | ner Contracted Services   |
|   | Bill                      | 133170         | 07/30/2025               | 2,937.30 -Split-     |                           |
| Gary Unruh                              |                           |                |                          |                      |                           |
| • • •                                   | Bill Payment (Check)      | 4476           | 08/08/2025               | -300.00 10006 Tri    | -Counties Bank-Operations |
|   | Bill                      | July 2025      | 08/06/2025               | 300.00 62007 Dir     | ectors' Fees              |
|   |                           |                |                          |                      |                           |
| Greg Garcia Professional Window Washing |                           |                |                          |                      |                           |
|   | Bill Payment (Check)      | 4491           | 08/08/2025               |                      | -Counties Bank-Operations |
|   | Bill                      | 2007           | 07/30/2025               | 400.00 65100 Bu      | ilding Maintenance        |
| Jason Selvidge                          |                           |                |                          |                      |                           |
| Justin Jervinge                         | Bill Payment (Check)      | 4484           | 08/08/2025               | -127.16 10006 Tri    | -Counties Bank-Operations |
|   | Bill                      | July 2025      | 08/06/2025               | 127.16 62007 Dir     |                           |
|   |                           | -              |                          |                      |                           |
|   |                           |                |                          |                      |                           |

Kern County Water Agency

|   | Bill Payment (Check)    | 4463                 | 08/08/2025 | -205,238.00 10006 Tri-Counties Bank-Operations |
|---|-------------------------|----------------------|------------|--|
|   | Bill                    | 42983                | 07/25/2025 | 3,000.00 64000 Water Transaction Fees          |
|   | Vendor Credit           | 43046                | 08/07/2025 | -1,670.00 61000 KCWA SWP                       |
|   | Bill                    | 42980                | 07/25/2025 | 3,000.00 64000 Water Transaction Fees          |
|   | Bill                    | 43016                | 07/29/2025 | 560.00 61300 Surface Water Pumping             |
|   | Bill                    | 43014                | 07/29/2025 | 193,360.00 61300 Surface Water Pumping         |
|   | Bill                    | 43031                | 08/01/2025 | 6,988.00 61000 KCWA SWP                        |
|   |                         |                      |            |  |
| Kern Non-Districted Land Authority        |                         |                      |            |  |
|   | Bill Payment (Check)    | 4469                 | 08/08/2025 | -6,557.50 10006 Tri-Counties Bank-Operations   |
|   | Bill                    | KNDLA 25-32          | 07/28/2025 | 6,557.50 61450 Regulatory Programs             |
|   |                         |                      |            |  |
| Martinez Gardening Service                |                         |                      |            |  |
|   | Bill Payment (Check)    | 4468                 | 08/08/2025 | -200.00 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 678186 July 25       | 08/01/2025 | 200.00 65100 Building Maintenance              |
|   |                         |                      |            |  |
| Megan Misuraca-Expense Acct               |                         |                      |            |  |
|   | Bill Payment (Check)    | 4492                 | 08/08/2025 | -14.99 10006 Tri-Counties Bank-Operations      |
|   | Bill                    | 6467459              | 07/28/2025 | 14.99 62000 General Office                     |
|   |                         |                      |            |  |
| Mitch Millwee                             |                         |                      |            |  |
|   | Bill Payment (Check)    | 4496                 | 08/08/2025 | -104.20 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | July 2025            | 08/06/2025 | 104.20 62007 Directors' Fees                   |
|   |                         |                      |            |  |
| PG&E (0439653883-9)                       |                         |                      |            |  |
|   | Bill Payment (Check)    | 4489                 | 08/08/2025 | -404.19 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 0439653883-9 Aug 25  | 07/31/2025 | 404.19 61300 Surface Water Pumping             |
|   |                         |                      |            |  |
| PG&E (1338232537-4)                       |                         |                      |            |  |
|   | Bill Payment (Check)    | 4478                 | 08/08/2025 | -1,954.95 10006 Tri-Counties Bank-Operations   |
|   | Bill                    | 1338232537-4 Aug 25  | 07/31/2025 | 1,954.95 61301 Groundwater Pumping             |
|   |                         |                      |            |  |
| PG&E (3923107207-3)                       | B:: B (40)              | 4477                 | 00/00/0005 | 4 074 04 40000 T : 0                           |
|   | Bill Payment (Check)    | 4477                 | 08/08/2025 | -1,971.94 10006 Tri-Counties Bank-Operations   |
|   | Bill                    | 3923107207-3 Aug 25  | 07/31/2025 | 1,971.94 61301 Groundwater Pumping             |
| DOOF (710000000 0)                        |                         |                      |            |  |
| PG&E (5462966222-9)                       | Dill Decement (Observi) | 4405                 | 00/00/0005 | AF 07 40000 Tri Counting Barris On sections    |
|   | Bill Payment (Check)    | 4485                 | 08/08/2025 | -45.87 10006 Tri-Counties Bank-Operations      |
|   | Bill                    | 5462966222-9 Aug 25  | 08/01/2025 | 45.87 61301 Groundwater Pumping                |
| PG&E (5592643715-7)                       |                         |                      |            |  |
| FG&E (5592045715-7)                       | Bill Payment (Check)    | 4475                 | 08/08/2025 | -205.90 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 5592643715-7 Aug 25  | 07/31/2025 | 205.90 61301 Groundwater Pumping               |
|   | DIII                    | 3332043713-7 Aug 23  | 07/31/2023 | 203.90 01301 Gloundwater Fullipling            |
| PG&E (5919499601-9)                       |                         |                      |            |  |
| . 502 (66.16.1666)                        | Bill Payment (Check)    | 4473                 | 08/08/2025 | -256.75 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 5919499601-9 Aug 25  | 07/31/2025 | 256.75 61301 Groundwater Pumping               |
|   |                         |                      |            | , ,  |
| PG&E (7649745985-9)                       |                         |                      |            |  |
|   | Bill Payment (Check)    | 4470                 | 08/08/2025 | -9.86 10006 Tri-Counties Bank-Operations       |
|   | Bill                    | 7649745985-9 Aug 25  | 08/01/2025 | 9.86 66000 Utilities                           |
|   |                         |                      |            |  |
| PG&E (8190181094-5)                       |                         |                      |            |  |
|   | Bill Payment (Check)    | 4467                 | 08/08/2025 | -137.44 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 8190181094-5 Aug 25  | 07/31/2025 | 137.44 61301 Groundwater Pumping               |
|   |                         |                      |            |  |
| PG&E 6149047433-7                         |                         |                      |            |  |
|   | Bill Payment (Check)    | 4490                 | 08/08/2025 | -43.00 10006 Tri-Counties Bank-Operations      |
|   | Bill                    | 6149047433-7 July 25 | 07/31/2025 | 43.00 61301 Groundwater Pumping                |
|   |                         |                      |            |  |
| Southern California Edison (700102049704) |                         |                      |            |  |
|   | Bill Payment (Check)    | 4464                 | 08/08/2025 | -264.97 10006 Tri-Counties Bank-Operations     |
|   | Bill                    | 700102049704 Jul 25  | 07/31/2025 | 264.97 66000 Utilities                         |
|   |                         |                      |            |  |
| Southern California Edison (700511405161) |                         |                      |            |  |
|   | Bill Payment (Check)    | 4493                 | 08/08/2025 | -53.03 10006 Tri-Counties Bank-Operations      |
|   |                         |                      |            |  |

|                            | Bill                 | 700511405161 Jul 25   | 07/31/2025 | 53.03 66000 Utilities                         |
|----------------------------|----------------------|-----------------------|------------|---|
|                            |                      |                       |            |   |
| Spectrum Business          |                      |                       |            |   |
|                            | Bill Payment (Check) | 4497                  | 08/08/2025 | -156.25 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | 1355119070125 Aug     | 08/01/2025 | 156.25 66001 Phone / Internet                 |
|                            |                      |                       |            |   |
| SUPERIOR SANITATION        |                      |                       |            |   |
|                            | Bill Payment (Check) | 4488                  | 08/08/2025 | -342.50 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | 58100205              | 07/28/2025 | 342.50 66000 Utilities                        |
|                            |                      |                       |            |   |
| Thomas Refuse Service, Inc |                      |                       |            |   |
|                            | Bill Payment (Check) | 4479                  | 08/08/2025 | -265.38 10006 Tri-Counties Bank-Operations    |
|                            | Bill                 | 58104597              | 08/01/2025 | 265.38 66000 Utilities                        |
|                            |                      |                       |            |   |
| Workforce go!              |                      |                       |            |   |
|                            | Bill Payment (Check) | 4482                  | 08/08/2025 | -68.49 10006 Tri-Counties Bank-Operations     |
|                            | Bill                 | INV-0040651           | 08/01/2025 | 68.49 60001 Payroll Taxes and Fees            |
|                            |                      |                       |            |   |
| Zeiders Consulting         |                      |                       |            |   |
|                            | Bill Payment (Check) | 4474                  | 08/08/2025 | -33,654.50 10006 Tri-Counties Bank-Operations |
|                            | Bill                 | RRBWSD-INV-Mar-Jul 25 | 08/07/2025 | 33,654.50 70200 Capital Engineering Services  |
|                            |                      |                       |            |   |

Total AP Current \$ 324,500.91

| Total AP Current + Ratified | \$ 652,687.45 |
|-----------------------------|---------------|
|-----------------------------|---------------|

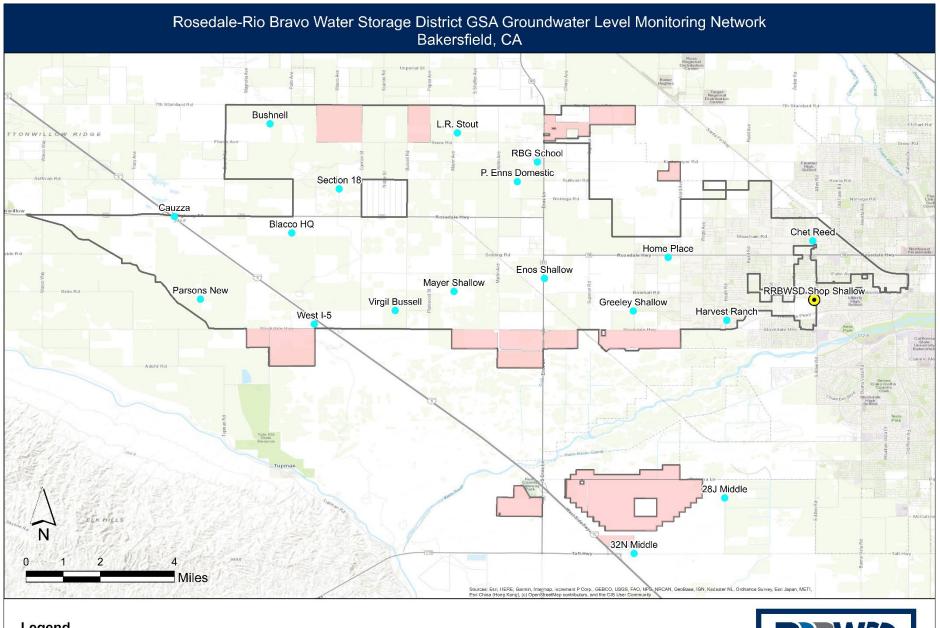
Friday, Aug 08, 2025 01:46:01 PM GMT-7

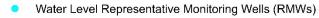
#### Rosedale-Rio Bravo Water Storage District Budget vs. Actuals- FYE December 31, 2025

January - July, 2025

|  | Jul 2025      | Total            |                  |                |
|--|---------------|------------------|------------------|----------------|
|  | Actual        | Actual           | Budget           | % of<br>Budget |
| Income                                     |               |                  |                  |                |
| 40000 Assesments                           |               | 2,727,688.93     | 6,041,401.60     | 45.15%         |
| 40010 Prior Year Assesments                |               | 20,766.99        | 26,250.00        | 79.11%         |
| 40500 Water Charge                         |               | 1,757,464.97     | 1,824,000.00     | 96.35%         |
| 40503 SW Pumping Reimbursement             | 6,085.00      | 6,085.00         | 330,000.00       | 1.84%          |
| 40506 Groundwater Mitigation               |               | 0.00             | 32,960.00        | 0.00%          |
| 40507 O & M Reimbursement                  |               | 38,683.16        | 150,000.00       | 25.79%         |
| 40508 Groundwater Banking                  |               | 5,759,644.00     | 5,760,000.00     | 99.99%         |
| 40509 Lease                                | 1,210.00      | 61,054.50        | 75,000.00        | 81.41%         |
| 40510 GW Recovery Reimursement             |               | 213.76           | 2,100,000.00     | 0.01%          |
| 40511 Non-Reoccuring Water Sale            |               | 0.00             | 1,000,000.00     | 0.00%          |
| 40600 Interest                             | 225,772.84    | 749,307.11       | 400,000.00       | 187.33%        |
| 41000 Other                                |               | 11,800.00        | 5,500.00         | 214.55%        |
| 41001 Refunds and Credits                  |               | 19,575.42        | 50,000.00        | 39.15%         |
| 41005 Income from Sale of Asset            |               | 0.00             | 20,000.00        | 0.00%          |
| 41010 Grant                                |               | 400.00           | 1,000.00         | 40.00%         |
| 41050 Resource Management                  | 21,099.50     | 87,641.26        | 150,000.00       | 58.43%         |
| Total Income                               | \$ 254,167.34 | \$ 11,240,325.10 | \$ 17,966,111.60 | 62.56%         |
| Gross Profit                               | \$ 254,167.34 | \$ 11,240,325.10 | \$ 17,966,111.60 | 62.56%         |
| Expenses                                   |               |                  |                  |                |
| 60000 Wages and Salaries                   | 118,446.66    | 860,626.24       | 1,651,692.00     | 52.11%         |
| 60001 Payroll Taxes and Fees               | 2,457.51      | 17,225.08        | 32,000.00        | 53.83%         |
| 60005 Staff Benefits                       | 13,662.76     | 101,945.71       | 180,000.00       | 56.64%         |
| 60006 Staff Retirement                     | 120,508.45    | 200,421.03       | 250,000.00       | 80.17%         |
| 60007 Workers Compensation Insurance       | 2,221.09      | 15,453.03        | 38,000.00        | 40.67%         |
| 60100 Bank Charges                         | 288.27        | 2,008.63         | 3,000.00         | 66.95%         |
| 60110 Assesment Reimbursement              |               | 20,701.36        | 30,000.00        | 69.00%         |
| 60200 Licenses, Permits and Fees           | 108.74        | 3,360.33         | 8,000.00         | 42.00%         |
| 61000 KCWA SWP                             |               | 3,907,825.00     | 4,000,000.00     | 97.70%         |
| 61001 COB Contract                         |               | 0.00             | 2,494,400.00     | 0.00%          |
| 61050 Other Water Purchase                 |               | 394,359.00       | 1,000,000.00     | 39.44%         |
| 61300 Surface Water Pumping                | 199,252.15    | 335,845.24       | 400,000.00       | 83.96%         |
| 61301 Groundwater Pumping                  | 9,496.05      | 25,145.96        | 2,800,000.00     | 0.90%          |
| 61350 Well Mitigation                      |               | 0.00             | 5,000.00         | 0.00%          |
| Total 61400 Third Party Project Operations | 0.00          | 75,815.62        | 1,505,408.00     | 5.04%          |
| 61450 Regulatory Programs                  | 6,557.50      | 94,576.11        | 80,000.00        | 118.22%        |
| 61500 Equipment Rental                     | 4,905.87      | 50,594.29        | 75,000.00        | 67.46%         |
| 61650 Operating Supplies                   | 6,008.36      | 17,259.73        | 35,000.00        | 49.31%         |
| 61655 Water Quality Testing                |               | 3,806.94         | 30,000.00        | 12.69%         |
| 61660 Property Lease                       | 35,802.00     | 71,604.00        | 75,000.00        | 95.47%         |

| Net Income                                      | -\$ 543,190.84 | -\$ 528,758.29   | -\$ | 9,949,733.26  | 5.31%   |
|---|----------------|------------------|-----|---------------|---------|
| Total Expenses                                  | \$ 797,358.18  | \$ 11,769,083.39 | \$  | 27,915,844.86 | 42.16%  |
| 88100 COP Administration                        |                | 0.00             |     | 9,000.00      | 0.00%   |
| 88004 2020 COP- Debt Service                    | 106,182.48     | 3,358,277.36     |     | 3,934,798.63  | 85.35%  |
| Total 70700 Third Party Projects- Capital       | 0.00           | 742,500.00       |     | 5,000,000.00  | 14.85%  |
| 70602 Capital Land                              |                | 0.00             |     | 0.00          |         |
| 70600 Capital Office Equipment                  |                | 0.00             |     | 2,000.00      | 0.00%   |
| 70501 Capital Equipment                         |                | 29,793.92        |     | 50,000.00     | 59.59%  |
| 70500 Capital Auto                              |                | 0.00             |     | 55,000.00     | 0.00%   |
| 70201 Capital Environmental Services            | 29,019.50      | 67,346.72        |     | 70,000.00     | 96.21%  |
| 70200 Capital Engineering Services              |                | 17,561.50        |     | 125,000.00    | 14.05%  |
| 70101 Capital Well                              |                | 289,640.50       |     | 300,000.00    | 96.55%  |
| 70100 Capital Booster Pump                      |                | 0.00             |     | 12,000.00     | 0.00%   |
| 70001 Capital Building                          | 22,800.00      | 26,715.40        |     | 15,000.00     | 178.10% |
| 70000 Capital Water Structure                   |                | 129,755.02       |     | 1,225,000.00  | 10.59%  |
| 68000 Property Taxes                            |                | 61,619.27        |     | 190,000.00    | 32.43%  |
| 67000 Travel                                    |                | 12,810.26        |     | 11,025.00     | 116.19% |
| 66011 Technology Fees & Subscriptions           | 1,488.53       | 19,389.77        |     | 36,000.00     | 53.86%  |
| 66001 Phone / Internet                          | 1,028.75       | 7,668.01         |     | 16,000.00     | 47.93%  |
| 66000 Utilities                                 | 1,730.75       | 12,592.90        |     | 18,000.00     | 69.96%  |
| 65500 Weed Contol/Chemicals                     | 3,310.29       | 36,478.54        |     | 100,000.00    | 36.48%  |
| 65201 Well Maintenance                          |                | 10,957.75        |     | 50,000.00     | 21.92%  |
| 65200 Booster Pump Maintenance                  |                | 0.00             |     | 22,000.00     | 0.00%   |
| 65101 Water Structure Maintenance               |                | 0.00             |     | 30,000.00     | 0.00%   |
| 65100 Building Maintenance                      | 1,310.00       | 28,692.38        |     | 17,000.00     | 168.78% |
| 65002 Mileage Reimbursement                     |                | 77.07            |     | 500.00        | 15.41%  |
| 65001 Equipment Maintenance & Repair            | 531.80         | 12,606.72        |     | 50,000.00     | 25.21%  |
| 65000 Auto Maintenance & Repair                 | 5,686.90       | 22,327.06        |     | 25,000.00     | 89.31%  |
| 64000 Water Transaction Fees                    | 6,000.00       | 48,705.92        |     | 50,000.00     | 97.41%  |
| 63500 Janitorial                                | 749.50         | 4,529.94         |     | 9,455.40      | 47.91%  |
| 63010 Insurance                                 | 7,614.77       | 63,814.60        |     | 90,000.00     | 70.91%  |
| 63007 Other Contracted Services                 | 15,522.78      | 116,337.14       |     | 250,000.00    | 46.53%  |
| 63006 Hydrogeology Services                     | 8,621.25       | 81,555.00        |     | 120,000.00    | 67.96%  |
| 63005 Environmental Services                    | 14,300.00      | 21,179.72        |     | 200,000.00    | 10.59%  |
| 63004 Engineering Services                      | 3,376.07       | 15,391.24        |     | 50,000.00     | 30.78%  |
| 63002 Audit and Accounting Services             | 11,500.00      | 25,400.00        |     | 60,000.00     | 42.33%  |
| 63000 Legal Services                            | 25,507.91      | 165,703.28       |     | 700,000.00    | 23.67%  |
| 62009 Postage and Delivery                      | 50.00          | 614.02           |     | 1,500.00      | 40.93%  |
| 62008 Educational Fees                          | 816.31         | 5,866.14         |     | 9,000.00      | 65.18%  |
| 62007 Directors' Fees                           |                | 16,571.74        |     | 33,000.00     | 50.22%  |
| Total 62005 Dues/Membership- Dues and Membershi | ip 0.00        | 52,877.00        |     | 145,065.83    | 36.45%  |
| 62003 Publications and Notices                  |                | 135.00           |     | 2,000.00      | 6.75%   |
| 62001 Printing & Reproduction                   | 192.91         | 1,666.16         |     | 3,000.00      | 55.54%  |
| 62000 General Office                            | 3,286.56       | 12,849.36        |     | 37,000.00     | 34.73%  |
| 61800 Fuel                                      | 7,015.71       | 50,503.68        |     | 100,000.00    | 50.50%  |
|   |                |                  |     |               |         |







RRBWSD GSA Boundary

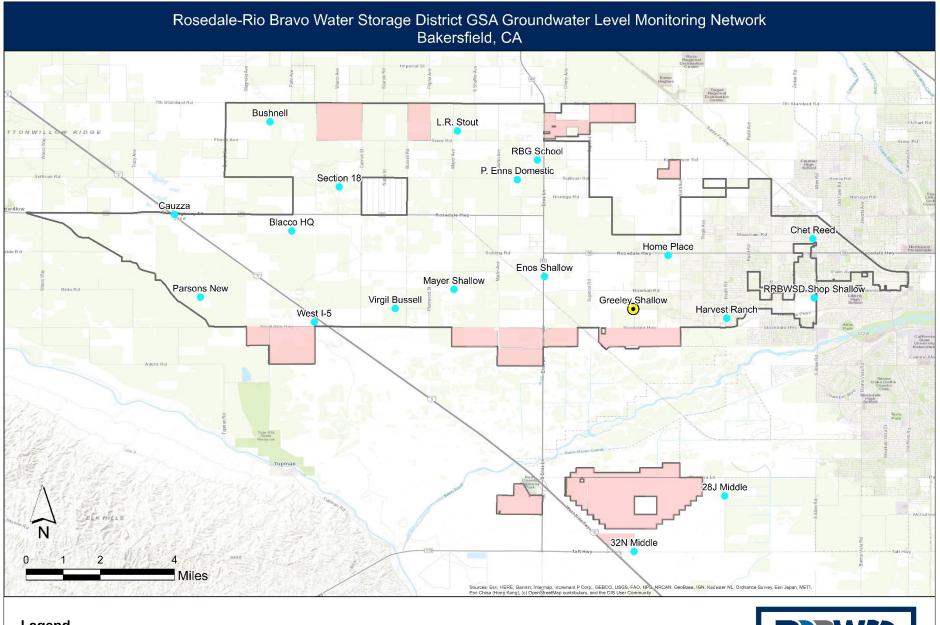


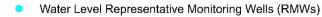


**GROUNDWATER SUSTAINABILITY AGENCY** 

## Rosedale-Rio Bravo Water Storage District - 35H RRBWSD Shop - 353620N1191457W002 Ground Surface Elevation: 359 Water Level Measurable Objective: 116 Minimum Threshold: 71 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

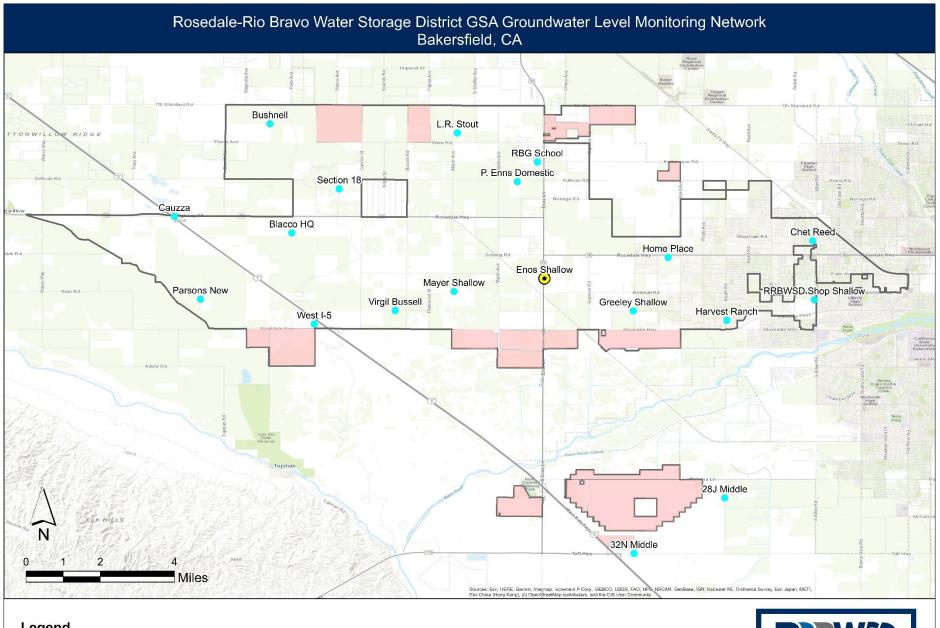


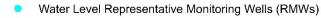


ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

### Rosedale-Rio Bravo Water Storage District - 31H Greeley - 353618N1192169W001 Ground Surface Elevation: 336 Water Level Measurable Objective: 69 Minimum Threshold: 7 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

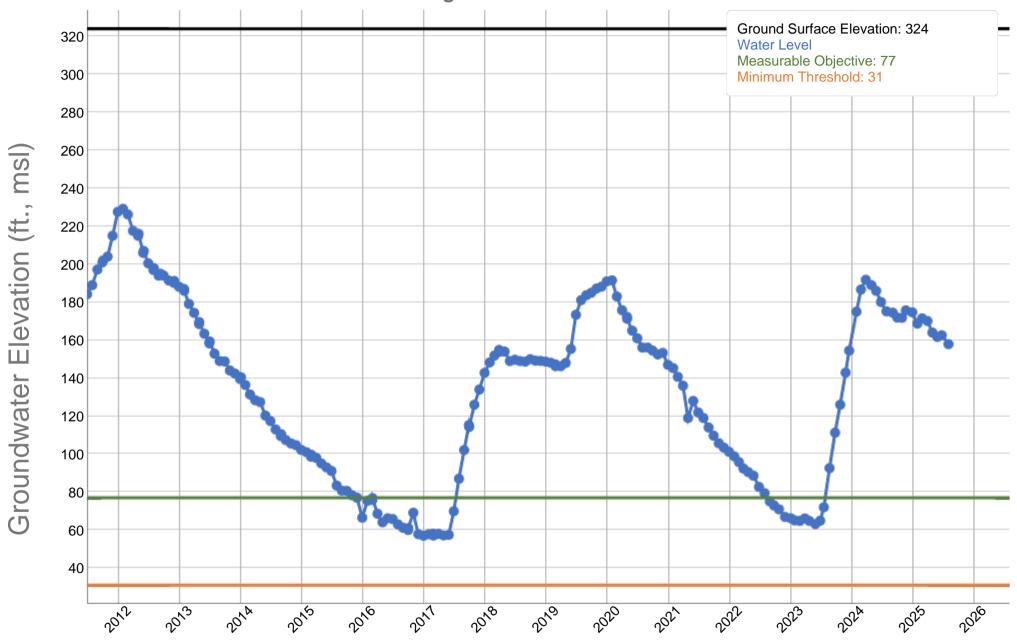
RRBWSD GSA Boundary



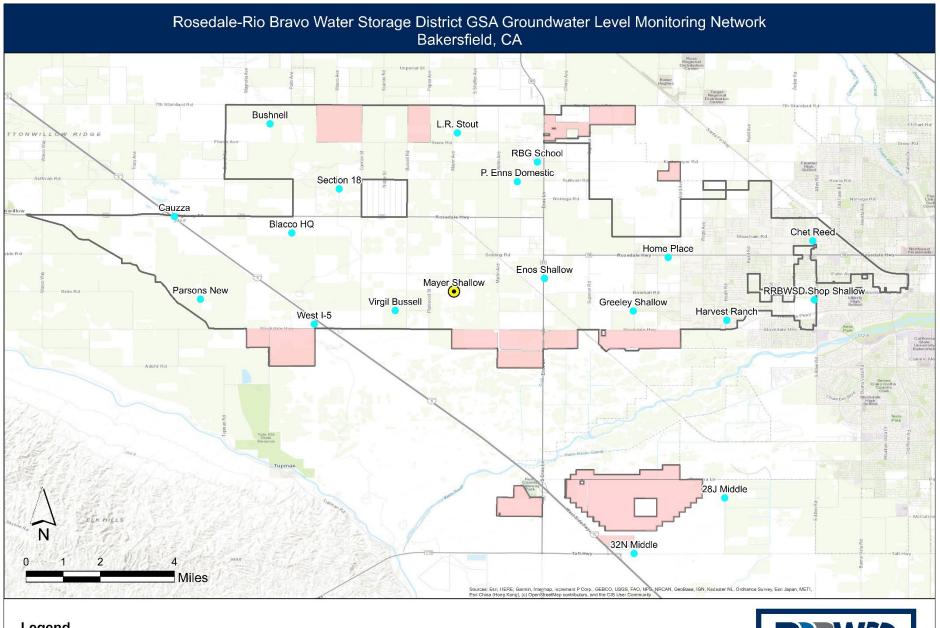


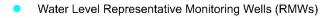
**GROUNDWATER SUSTAINABILITY AGENCY** 

#### Rosedale-Rio Bravo Water Storage District - 25M Enos - 353760N1192498W002



Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

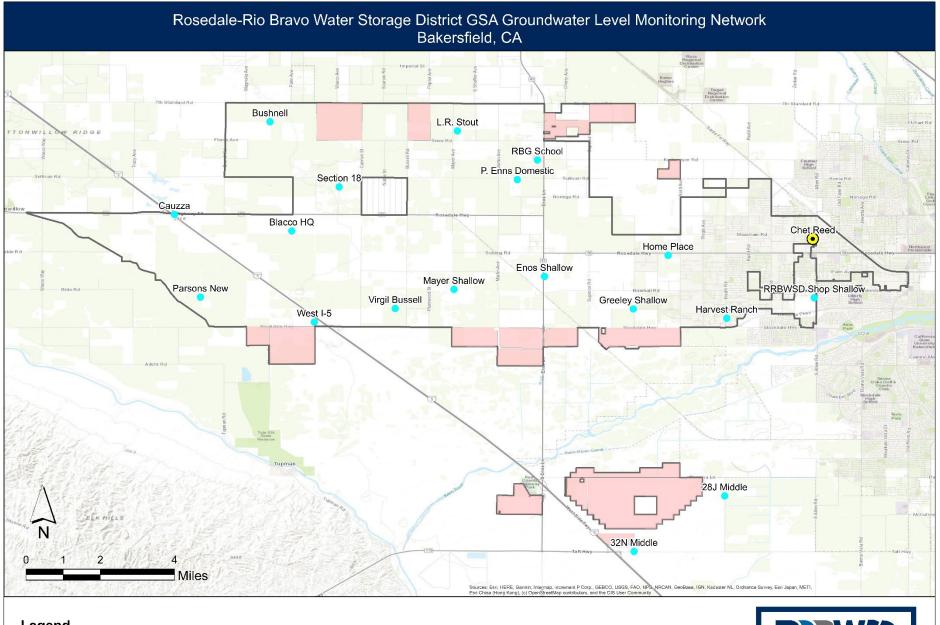




**GROUNDWATER SUSTAINABILITY AGENCY** 

## Rosedale-Rio Bravo Water Storage District - 27N Mayer - 353699N1192856W002 Ground Surface Elevation: 314 Water Level Measurable Objective: 62 Minimum Threshold: 15 Groundwater Elevation (ft., msl)

Measurement Date







RRBWSD GSA Boundary

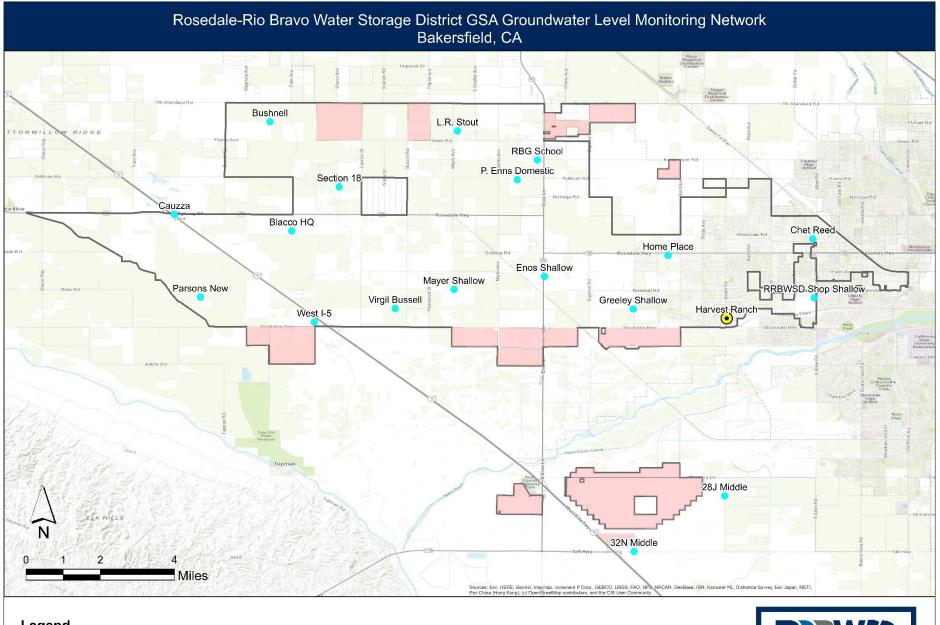


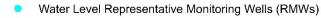


ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

## Rosedale-Rio Bravo Water Storage District - Chet Reed - 353890N1191471W001 Ground Surface Elevation: 357 Water Level Measurable Objective: 158 Minimum Threshold: 113 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

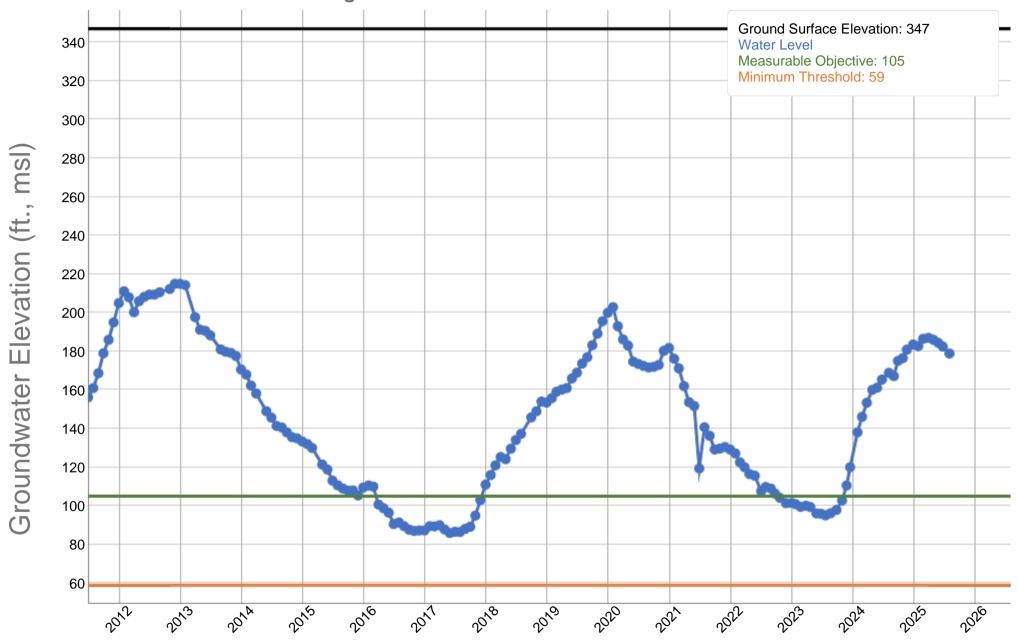
RRBWSD GSA Boundary



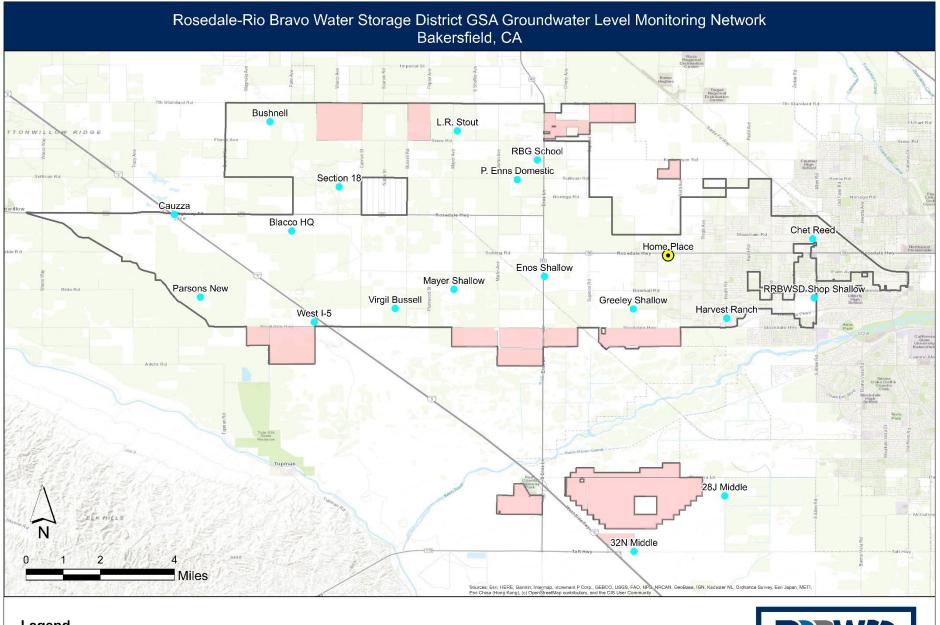


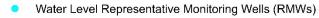
ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

#### Rosedale-Rio Bravo Water Storage District - Manon Manor Mutual Water Co - 353634N1191766W001



Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

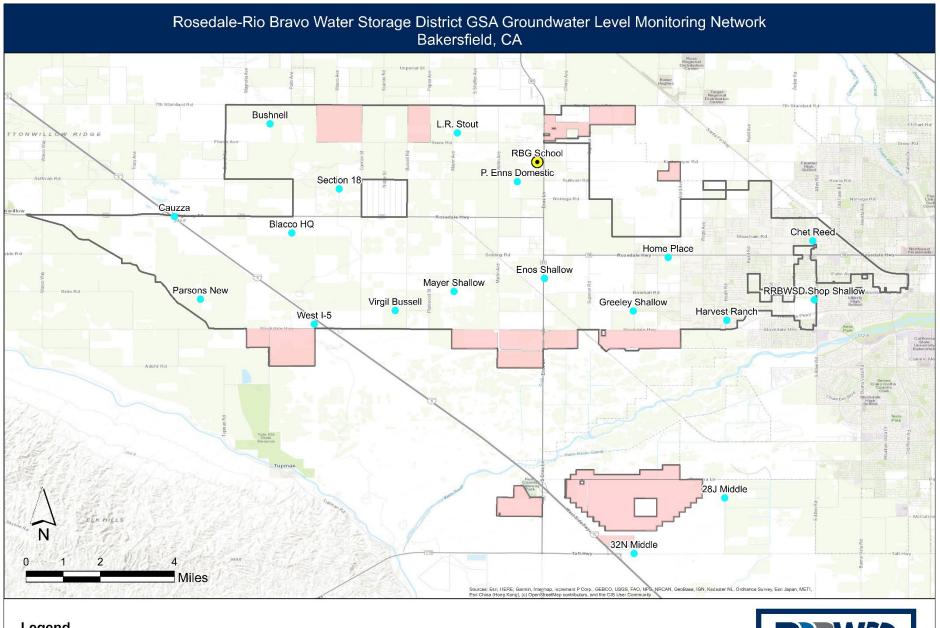




ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

## Rosedale-Rio Bravo Water Storage District - Home Place - 353824N1192035W001 Ground Surface Elevation: 345 Water Level Measurable Objective: 109 Minimum Threshold: 64 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

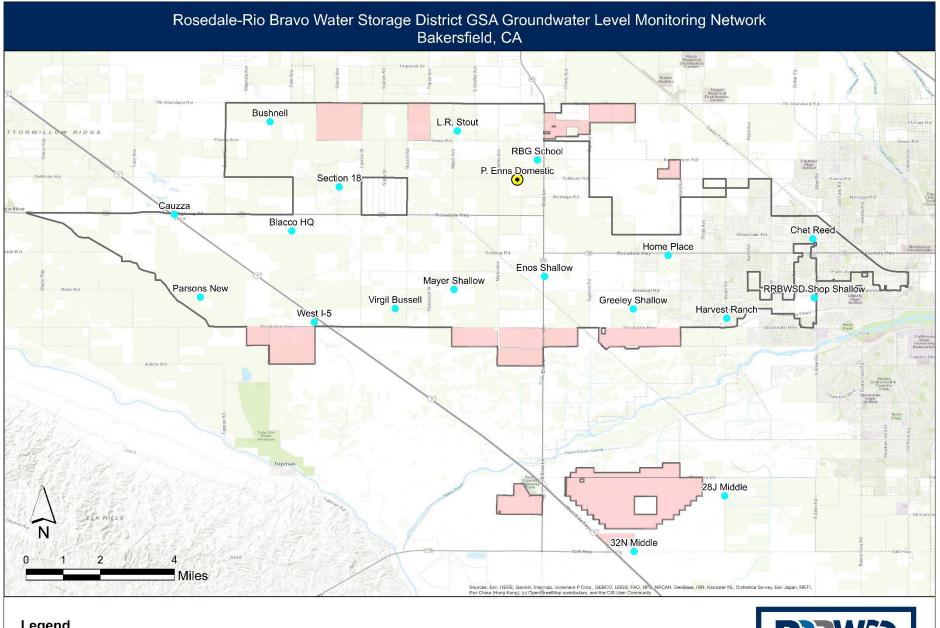


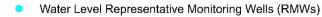


**GROUNDWATER SUSTAINABILITY AGENCY** 

## Rosedale-Rio Bravo Water Storage District GSA - RBG School - 354197N1192544W001 Ground Surface Elevation: 332 Water Level Measurable Objective: 67 Minimum Threshold: -17 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

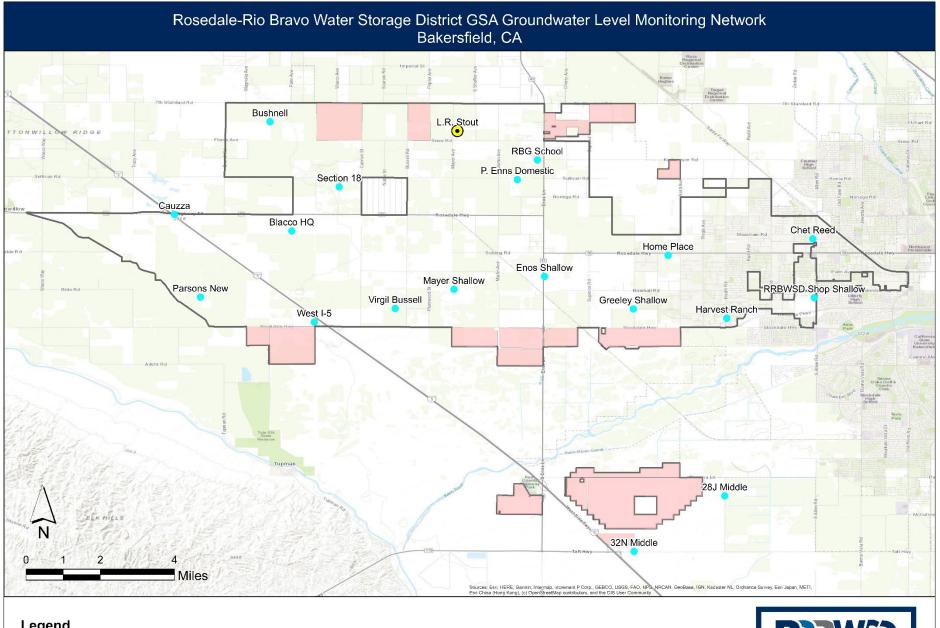


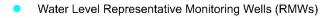


**GROUNDWATER SUSTAINABILITY AGENCY** 

Rosedale-Rio Bravo Water Storage District - P. Enns Domestic - 354121N1192623W001 Ground Surface Elevation: 328 Water Level Measurable Objective: 68
Minimum Threshold: -16 Groundwater Elevation (ft., msl) -20 

Measurement Date







RRBWSD GSA Boundary



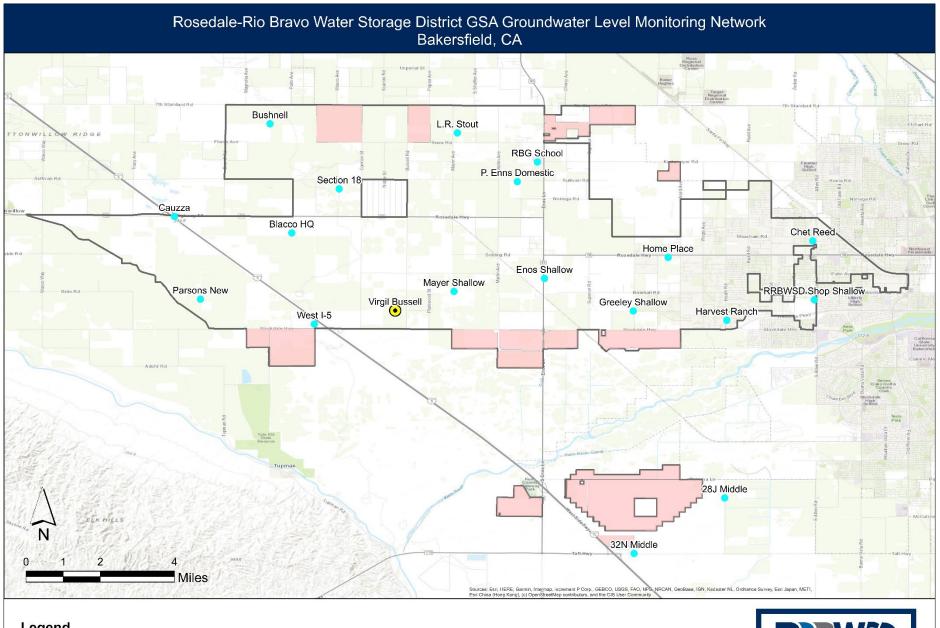


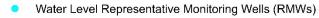
**GROUNDWATER SUSTAINABILITY AGENCY** 

Rosedale-Rio Bravo Water Storage District - L.R. Stout - 354309N1192859W001 Ground Surface Elevation: 327 Water Level Measurable Objective: 41 Minimum Threshold: -43 Groundwater Elevation (ft., msl) 

Measurement Date

-50





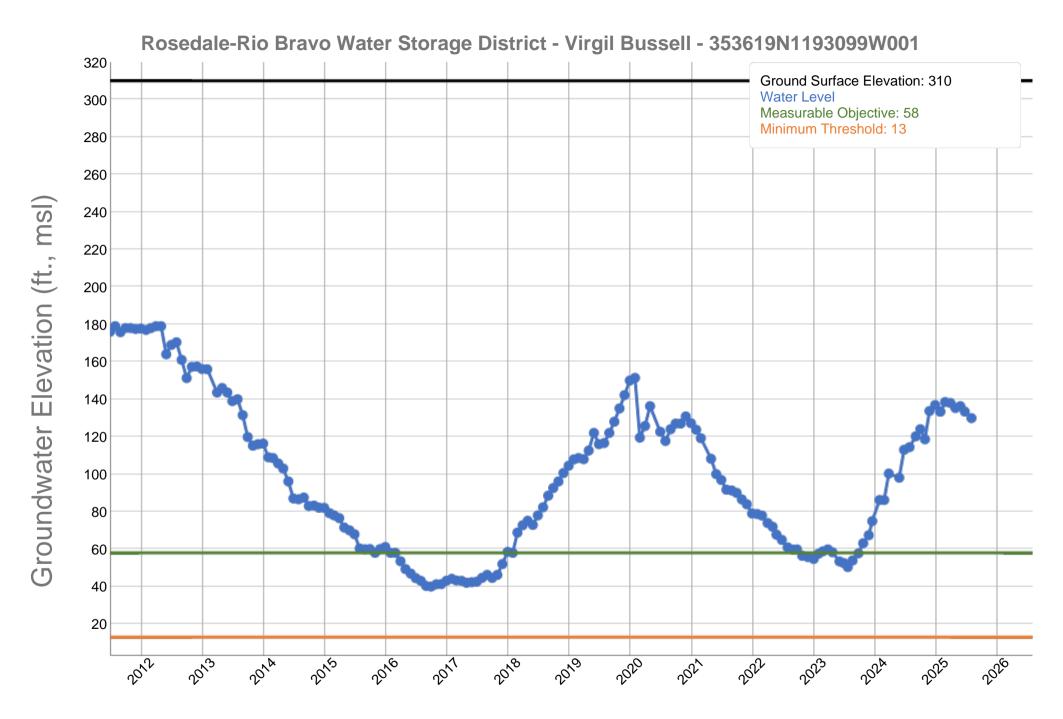
RRBWSD GSA White Lands

RRBWSD GSA Boundary

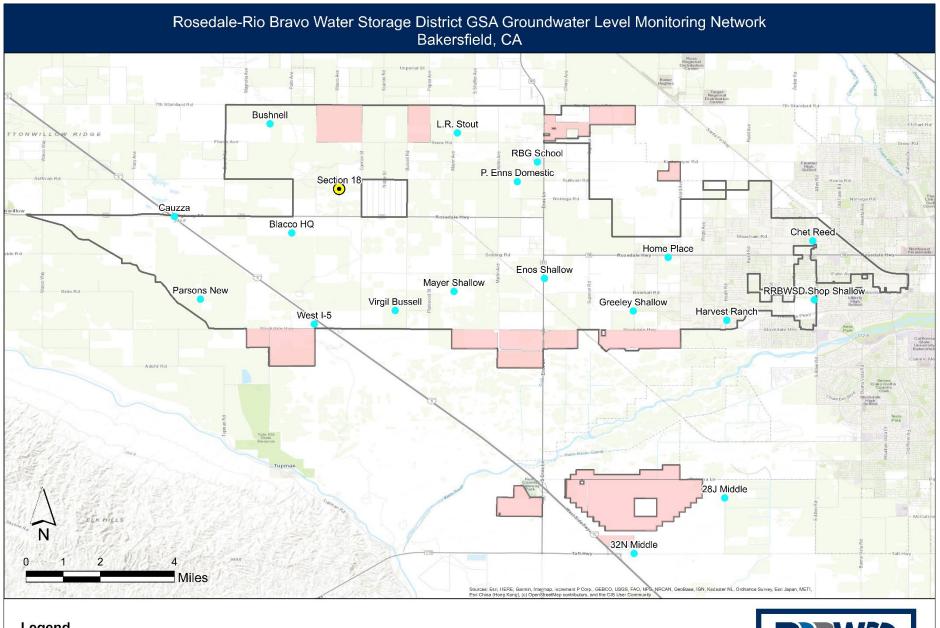


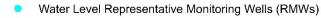


**GROUNDWATER SUSTAINABILITY AGENCY** 



Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

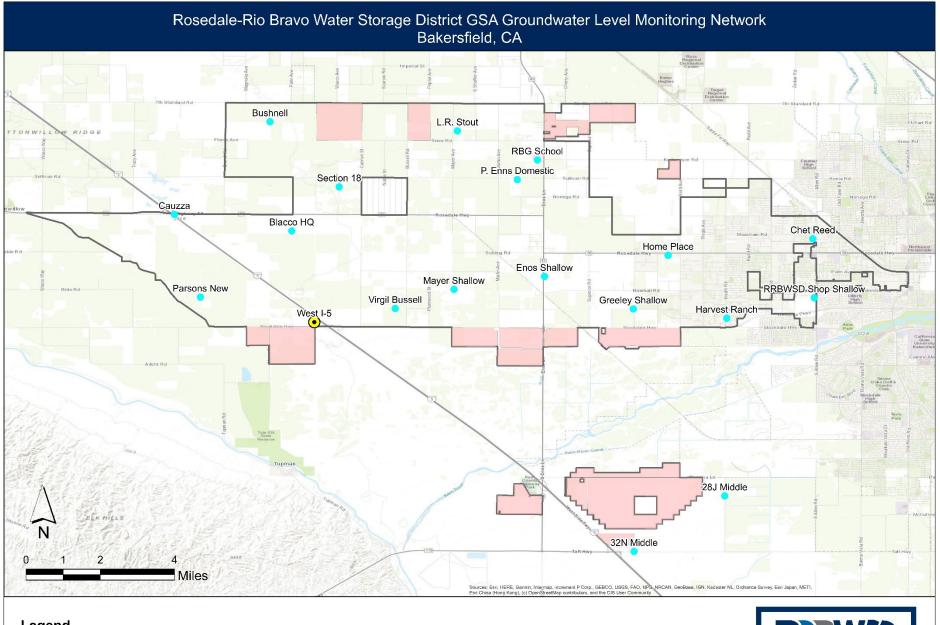


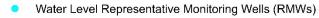


**GROUNDWATER SUSTAINABILITY AGENCY** 

## Rosedale-Rio Bravo Water Storage District - Section 18 - 354090N1193318W001 Ground Surface Elevation: 304 Water Level Measurable Objective: 30 Minimum Threshold: -54 Groundwater Elevation (ft., msl) -50

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

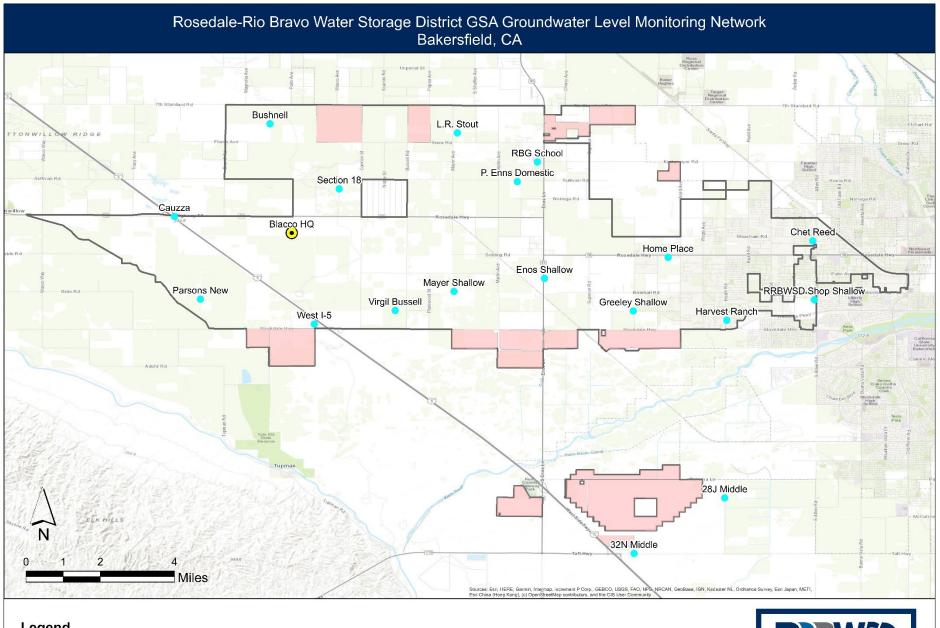




ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

## Rosedale-Rio Bravo Water Storage District - West I-5 - 353564N1193412W001 Ground Surface Elevation: 302 Water Level Measurable Objective: 46 Minimum Threshold: 1 Groundwater Elevation (ft., msl)

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

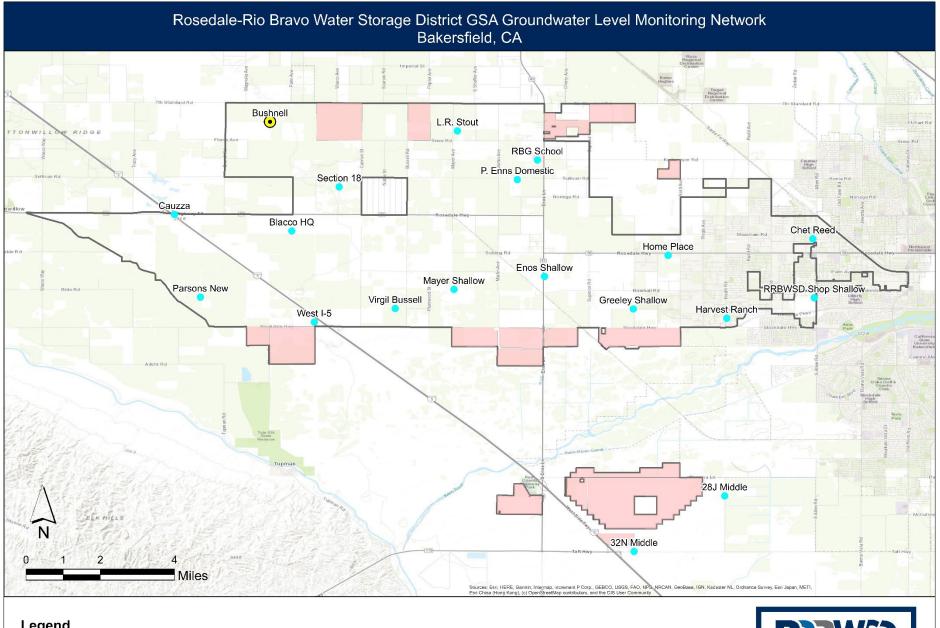


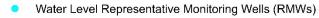


**GROUNDWATER SUSTAINABILITY AGENCY** 

### Rosedale-Rio Bravo Water Storage District - Blacco HQ - 353915N1193454W001 Ground Surface Elevation: 295 Water Level Measurable Objective: 47 Minimum Threshold: 2 Groundwater Elevation (ft., msl)

Measurement Date







RRBWSD GSA Boundary



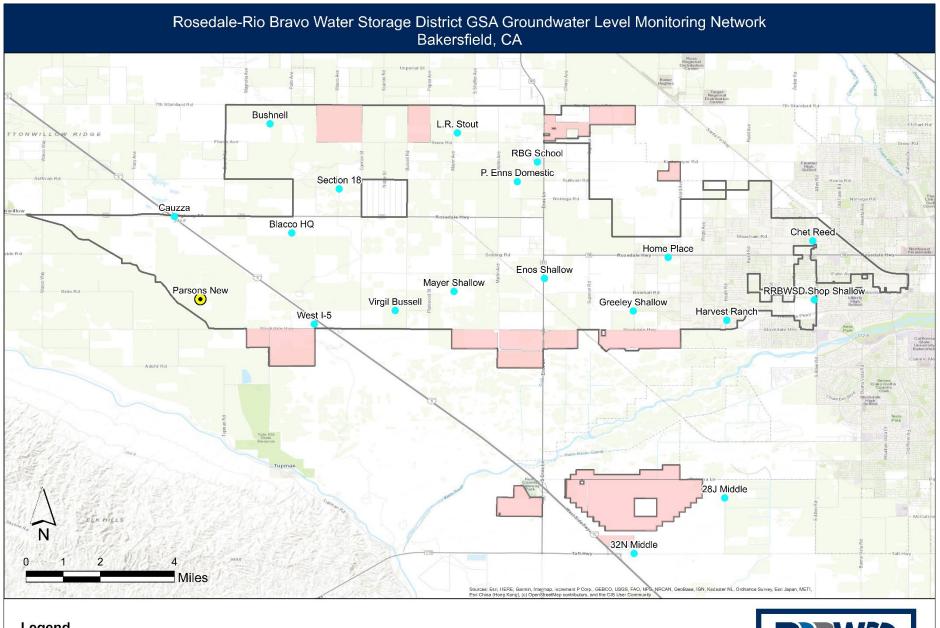


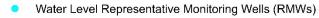
ROSEDALE RIO BRAVO WATER STORAGE DISTRICT **GROUNDWATER SUSTAINABILITY AGENCY** 

# Rosedale-Rio Bravo Water Storage District - Bushnell - 354350N1193586W001 300 Ground Surface Elevation: 295 Water Level Measurable Objective: -27 Minimum Threshold: -111 250 Groundwater Elevation (ft., msl) 200 150 100 50 0 -50 -100

Measurement Date

2013





RRBWSD GSA White Lands

RRBWSD GSA Boundary

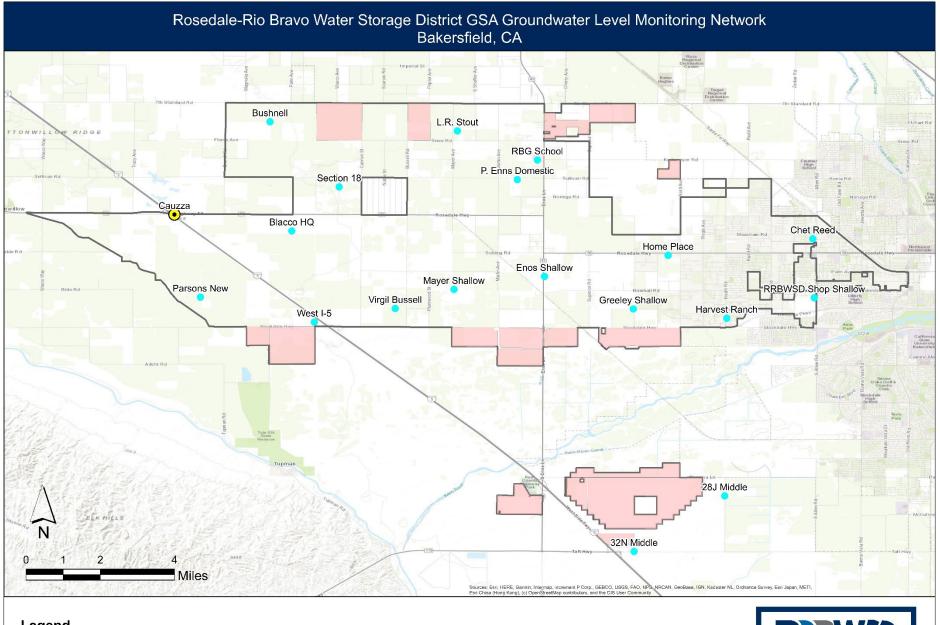


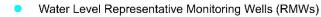


**GROUNDWATER SUSTAINABILITY AGENCY** 

### Rosedale-Rio Bravo Water Storage District - Parsons New - 353660N1193859W001 Ground Surface Elevation: 284 Water Level Measurable Objective: 23 Minimum Threshold: -22 Groundwater Elevation (ft., msl) -20

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

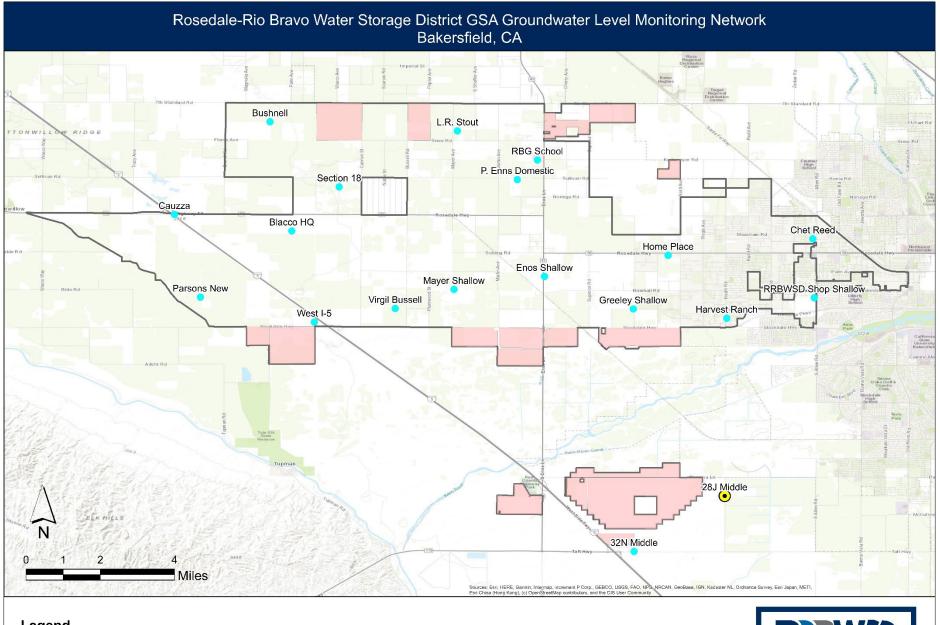




ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

#### Rosedale-Rio Bravo Water Storage District - Cauzza - 353986N1193948W001 Ground Surface Elevation: 293 Water Level Measurable Objective: 36 Minimum Threshold: -48 Groundwater Elevation (ft., msl) -20 -40

Measurement Date





RRBWSD GSA White Lands

RRBWSD GSA Boundary

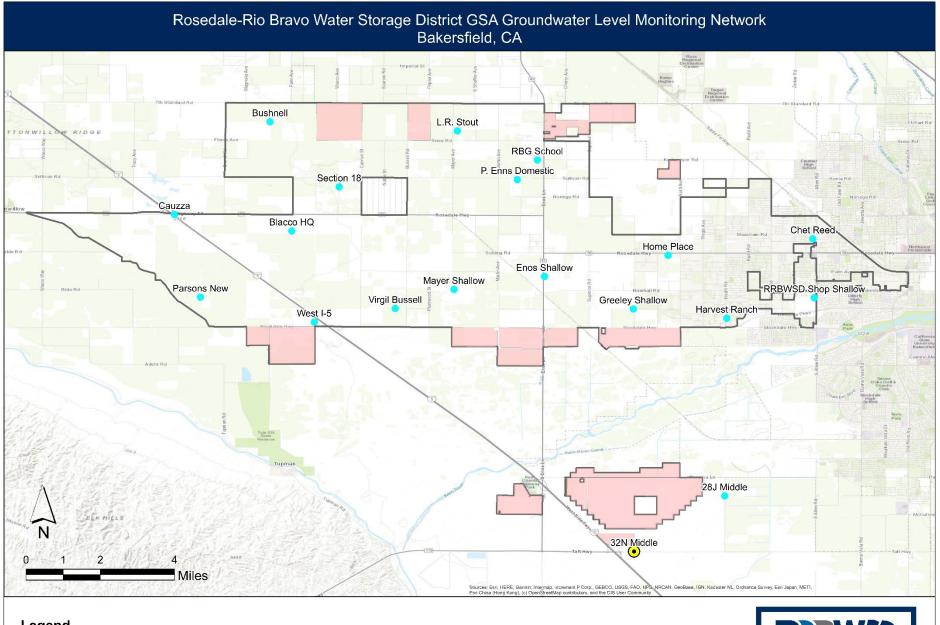


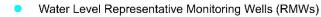


ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

## Rosedale-Rio Bravo Water Storage District - 28J Triple - 352889N1191814W001 Ground Surface Elevation: 335 Water Level Measurable Objective: 145 Minimum Threshold: 100 Groundwater Elevation (ft., msl)

Measurement Date





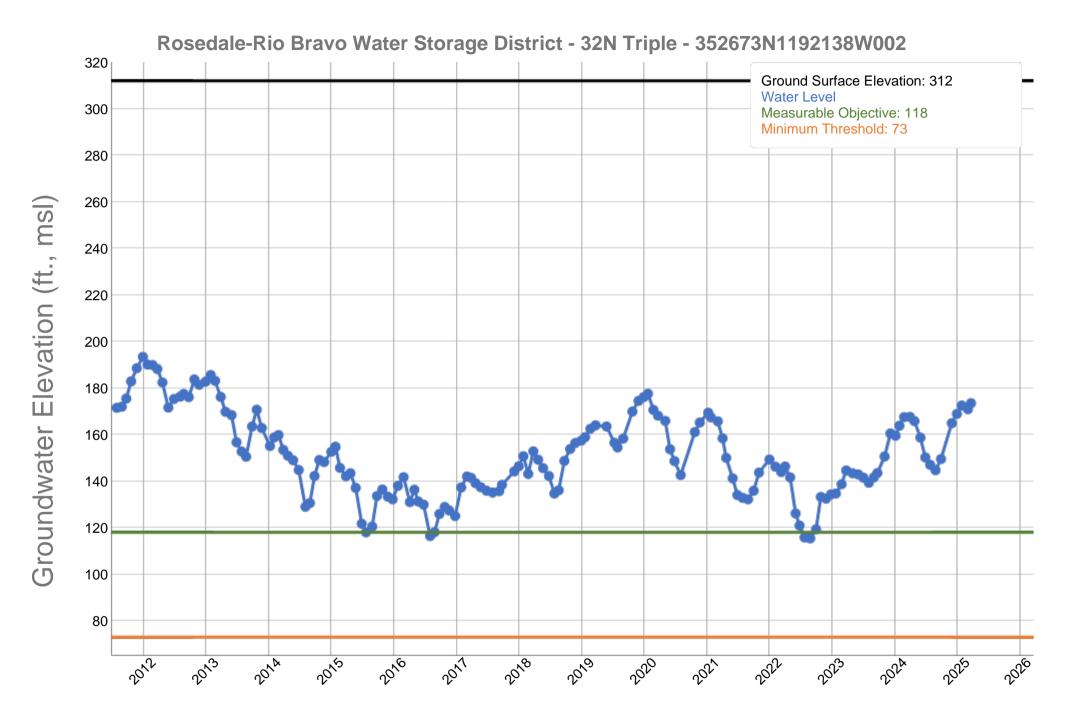
RRBWSD GSA White Lands

RRBWSD GSA Boundary





ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY



Measurement Date

# ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT DRAFT RECHARGE DELIVERIES

2025

Acre-Feet

| <b>Delivery Point</b> | JAN   | FEB   | MAR | APR   | MAY | JUN   | JUL   | AUG | SEP | ОСТ | NOV | DEC | Total  |
|-----------------------|-------|-------|-----|-------|-----|-------|-------|-----|-----|-----|-----|-----|--------|
| Kern River Intake     | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| RRB Turnout No. 2     | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| Central Intake        | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| RRB Turnout No. 1     | 0     | 1,444 | 0   | 1,424 | 571 | 2,430 | 3,993 |     |     |     |     |     | 9,862  |
| North Strand          | 0     | 395   | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 395    |
| South Strand          | 0     | 397   | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 397    |
| Stockdale West        | 1,978 | 395   | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 2,373  |
| RRB Westside In-Lieu  | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| Grimmway Pilot        | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| Pioneer Project       | 0     | 0     | 0   | 0     | 0   | 0     | 0     |     |     |     |     |     | 0      |
| In-Lieu to AEWSD      | 0     | 0     | 0   | 0     | 0   | 2,410 | 3,410 |     |     |     |     |     | 5,820  |
| TOTALS >              | 1,978 | 2,631 | 0   | 1,424 | 571 | 4,840 | 7,403 | 0   | 0   | 0   | 0   | 0   | 18,847 |

DRAFT - Numbers subject to change.

Notes: SCV recharge supplies continue (15K af target).
Some RRB 2024 Carryover supplies started in July.

TO: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item 4.c

FROM: Zach Smith

DATE: August 12, 2025

RE: Maintenance Report

#### **Discussion:**

Staff worked on various maintenance items throughout the District in July. Specifically:

- Culverts under Allen Road cleared of trash and debris.
- Completed Kern County Ag Commissioner pesticide handler inspection no violations
- Spray rig active in Stockdale West, West Basins, and McCaslin Basins.
- Skid steer w/mower deck used at West Superior, Goose Lake Channel, and Wes Selvidge Basins.
- Tractor with rotary mower used to clean West Basins.
- Backhoe used to clear and clean channel and levee-edges in Superior and Strand.
- Issued two encroachment permits for removal of sand from Wes Selvidge Basins.
- Summer hires hand-cleaning weeds around inter-basin structures in multiple locations.





Allen Road Culvert Cleanout





Levee Cleaning/Reshaping – East Superior Basins



SWC, Inc. Audit-Finance Comm.

July 9, 2025

# SWP's California Aqueduct Subsidence Program (CASP)

Program Manager –
 Jesse Dillon, P.E.



## Program Purpose:

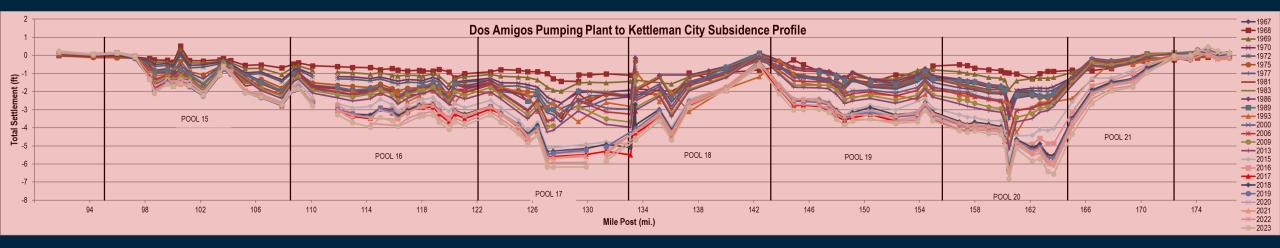
To develop and implement beneficial and affordable preventive and corrective actions to mitigate the adverse effects of subsidence on the California Aqueduct.

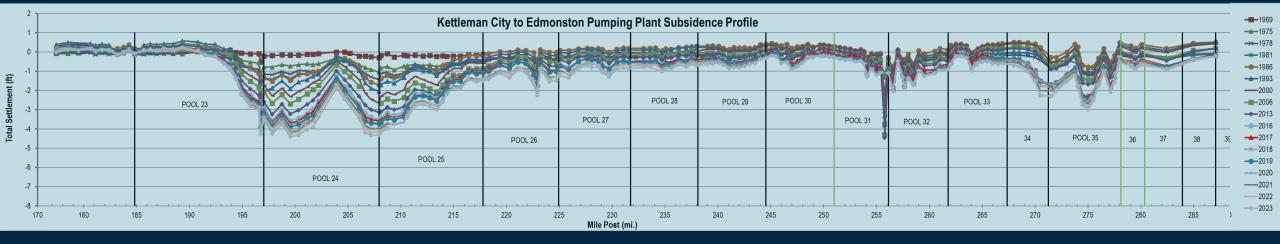




# Annual Survey of Control Points Along the San Luis Canal and California Aqueduct by O&M Precise Survey





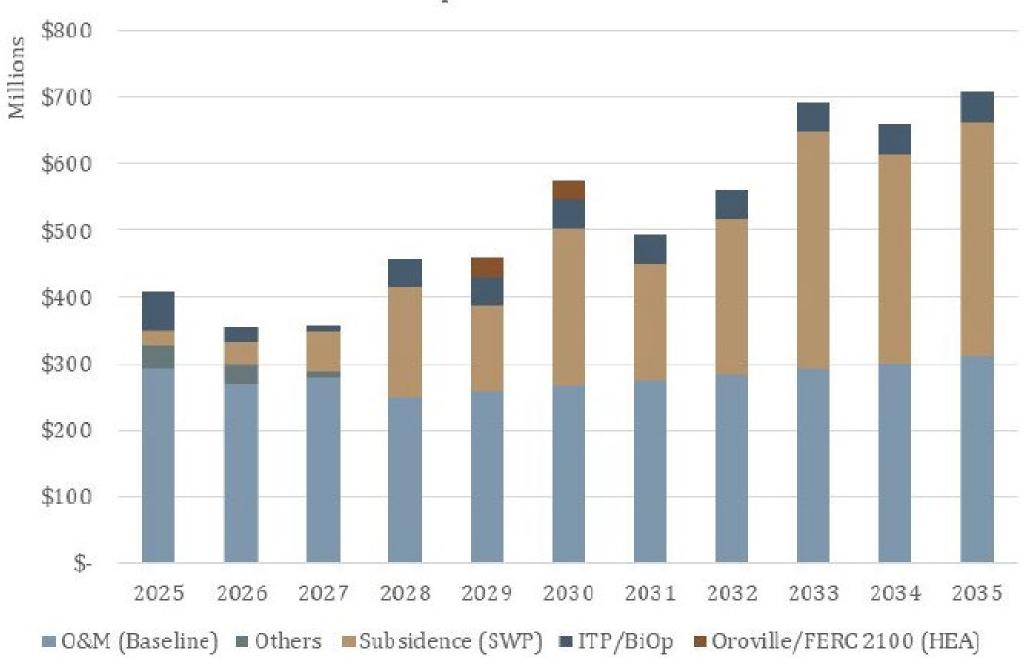


# **Agenda for Meeting:**



- 1. "Fix-in-Place Alt." Capital Cost Estimates
  - a. Context and Purpose
  - b. Total Capital Cost Estimate
  - c. Cost by SWP Repayment Reach
- 2. CASP "Interim Action" Subsidence Projects status

## SWP Capital Cost Forecast





# "What does a 'Fix-in-place Alt. capital cost estimate' represent?"...



The capital cost estimate includes the cost to rehabilitate or replace existing facilities along the original alignment, assuming a 75% non-exceedance subsidence probability forecast out to the year 2085 using the CASP Subsidence Forecast Model:

- a. Restore the original design water surface profile,
- b. Restore the original design hydraulic conveyance capacity, and
- c. Reestablish the original design freeboard

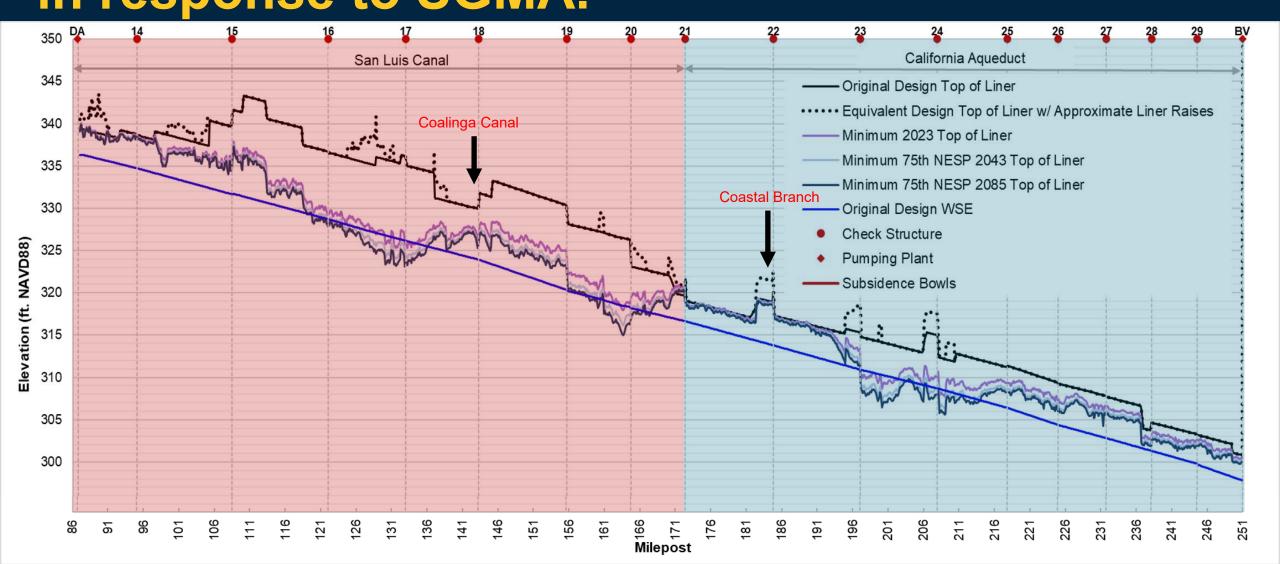
The capital cost estimate is presented in Q3 2024 dollars and is "undiscounted," an economic term meaning the value does not account for the time value of money.

The capital cost estimate has been prepared by applying unit costs to the quantities of affected facilities and applying project contingencies to account for uncertain items, conditions, or events that are likely to result in additional project costs and implementation costs.

Potential additional program costs, such as groundwater monitoring, public outreach, and other program activities, are not included.

# Less subsidence is projected over the next 60 years than occurred in past 60 years, in response to SGMA.





# "What does a 'Fix-in-place Alt. capital cost estimate' represent?"... (continued)



The capital cost was prepared in accordance with the Association for the Advancement of Cost Engineering (AACE) 56R-08 guidelines and would generally be categorized as an AACE Class 4/5 cost estimate due to the early design stage and lack of systemwide preliminary engineering, geotechnical, or environmental work.

Potential additional program costs, such as groundwater monitoring, public outreach, and other program activities, are not included.

Assumptions specific to the cost estimate:

5.5% - Construction Item escalation to the const. mid-point

20% - Design Contingency

10% - Construction Contingency

5% - Land/Right-of-Way Cost Assumption

10% - Environmental Mitigation

25% - Planning, Design, Management

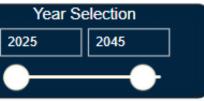
Table ES-1 CASP Capital Cost Estimate (\$M, Q3 2024) to Address Past Subsidence and Projected 2085 Subsidence

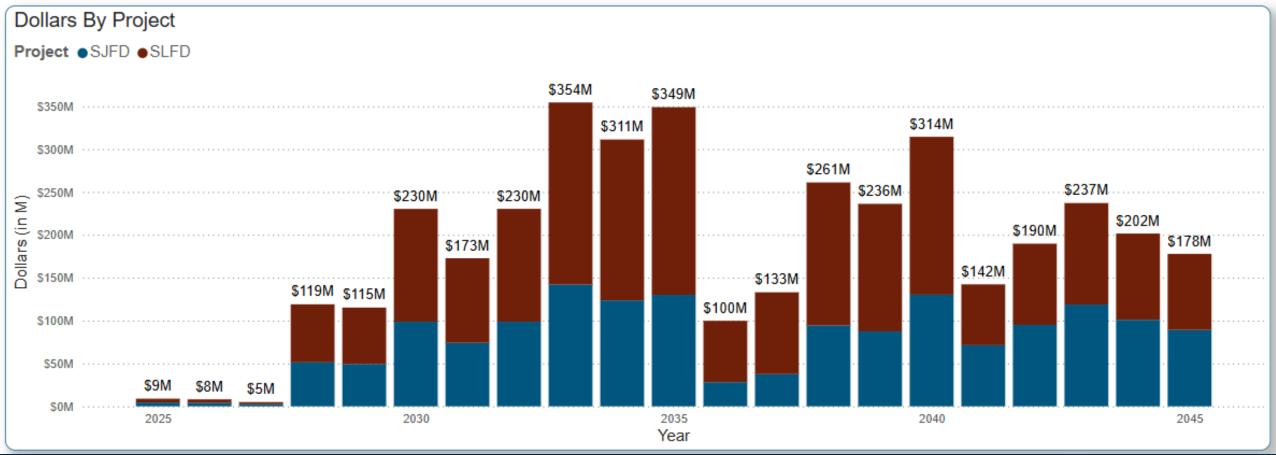
|   | SLC     | Aqueduct | Total   |  |  |
|---|---------|----------|---------|--|--|
| Construction Cost Subtotal  | \$1,155 | \$830    | \$1,986 |  |  |
| Design and Construction Contingencies, Non-<br>Contract Costs, and Escalation to Mid-Point of<br>Construction | \$1,097 | \$789    | \$1,886 |  |  |
| Total Capital Cost  | \$2,252 | \$1,619  | \$3,872 |  |  |
| Kov: Aquaduct - California Aquaduct: SLC - San Luic Canal   |         |          |         |  |  |

Key: Aqueduct = California Aqueduct; SLC = San Luis Canal.

Program Management Financial Report "Fix-in-place Alt." Capital Cost Estimate **Planned Dollars** 

3.9B





Of the \$3.87B estimated total capital cost, SWP's share would be <u>at</u> <u>least</u> 55% of San Luis (**\$2.252B** x 0.55 = **\$1.239B**) and 100% of San Joaquin (**\$1.618B**) and for a **SWP total of at least \$2.857B** 

# **Key take-aways** regarding "Fix-inplace Alt." capital cost estimate:

Of the costs to rehabilitate or replace existing facilities through 2085:

- 1) 26% of the costs on the SLC (\$586M) can be attributed to subsidence that is projected to occur after 2023, and
- 2) 35% of the costs on the CA Aqueduct (\$567M) can be attributed to subsidence that is projected to occur after 2023.

Table 4-1 CASP Capital Cost Estimate (\$M, Q3 2024) to Address Past Subsidence and Projected 2085 Subsidence

|   | SLC     | Aqueduct | Total   | Percent of<br>Total |  |
|---|---------|----------|---------|---------------------|--|
| Bridge  | \$116.7 | \$34.5   | \$151.2 | 7.6%                |  |
| Overchute   | \$0.0   | \$89.8   | \$89.8  | 4.5%                |  |
| Check   | \$350.0 | \$250.0  | \$600.0 | 30.2%               |  |
| Pipeline Crossing   | \$3.7   | \$3.7    | \$7.4   | 0.4%                |  |
| Utility Undercrossing   | \$16.2  | \$0.7    | \$17.0  | 0.9%                |  |
| Turnout   | \$190.1 | \$27.6   | \$217.7 | 11.0%               |  |
| Powerline   | \$3.6   | \$1.2    | \$4.8   | 0.2%                |  |
| Concrete Liner  | \$164.8 | \$159.5  | \$324.3 | 16.3%               |  |
| Embankment Material <sup>1</sup>  | \$218.5 | \$174.5  | \$393.1 | 19.8%               |  |
| Service Roads   | \$91.7  | \$88.9   | \$180.6 | 9.1%                |  |
| Subtotal of Construction Items  | \$1,155 | \$830    | \$1,986 | 100.0%              |  |
| Subtotal of Construction Items with 5.5%<br>Escalation to Mid-Point of Construction         | \$1,219 | \$876    | \$2,095 |                     |  |
| Design Contingency (20%)  | \$244   | \$175    | \$419   |                     |  |
| Contract Cost   | \$1,463 | \$1,051  | \$2,514 |                     |  |
| Construction Contingency (10%)  | \$146   | \$105    | \$251   |                     |  |
| Field Cost  | \$1,609 | \$1,157  | \$2,765 |                     |  |
| Land/Right-of-Way Easement<br>Negotiation/Purchase (5%)                                     | \$80    | \$58     | \$138   |                     |  |
| Environmental Mitigation (10%)  | \$161   | \$116    | \$277   |                     |  |
| Engineering, Permitting, Legal, Project<br>Management, and Construction<br>Management (25%) | \$402   | \$289    | \$691   |                     |  |
| Capital Cost  | \$2,252 | \$1,619  | \$3,872 |                     |  |
| Note: Values may not add to totals due to rounding  |         |          |         |                     |  |

# "fix-inplace" capital cost estimate: by Pool

For reference, San Luis Canal (Joint Use Facility) Pools are highlighted in red, and California Aqueduct Pools are highlighted in blue

# Capital Cost Estimate to Address Past Subsidence (through 2023) and Future Subsidence (through 2085),

by Pool (Pricing Level = Q3 2024)

|       | Estimated Capital | Estimated Capital     | Estimated Capital     |
|-------|-------------------|-----------------------|-----------------------|
|       | Cost (\$M) to     | Cost (\$M) to Address | Cost (\$M) to Address |
| Pool  | Address Historic  | Projected Future      | Historic Subsidence   |
|       | Subsidence (To    | Subsidence (To        | + Projected Future    |
|       | 2023)             | 2085)                 | Subsidence (To        |
| 14    | \$61              | \$3                   | \$63                  |
| 15    | \$60              | \$117                 | \$177                 |
| 16    | \$195             | \$52                  | \$247                 |
| 17    | \$447             | \$100                 | \$547                 |
| 18    | \$304             | \$70                  | \$375                 |
| 19    | \$99              | \$76                  | <b>\$17</b> 5         |
| 20    | \$305             | \$122                 | \$427                 |
| 21    | \$194             | \$48                  | \$241                 |
| 22    | \$68              | \$25                  | \$93                  |
| 23    | \$144             | \$25                  | \$169                 |
| 24    | \$344             | \$147                 | \$491                 |
| 25    | \$115             | \$85                  | \$200                 |
| 26    | \$15              | \$42                  | \$57                  |
| 27    | \$20              | \$18                  | \$38                  |
| 28    | \$119             | \$19                  | \$138                 |
| 29    | \$35              | \$29                  | \$63                  |
| 30    | \$26              | \$26                  | \$52                  |
| 31    | \$24              | \$19                  | \$42                  |
| 32    | \$0               | \$1                   | \$1                   |
| 33    | \$0               | \$0                   | \$0                   |
| 34    | \$0               | \$0                   | \$0                   |
| 35    | \$0               | \$9                   | \$9                   |
| 36    | \$0               | \$0                   | \$0                   |
| 37    | \$0               | \$7                   | \$7                   |
| 38    | \$114             | \$5                   | \$119                 |
| 39    | \$16              | \$108                 | \$123                 |
| 40    | \$5               | \$10                  | \$15                  |
| Total | \$2,710           | \$1,160               | \$3,870               |



# "fix-inplace" capital cost estimate: by Reach

For reference, San Luis Canal (Joint Use Facility) Pools are highlighted in red, and California Aqueduct Pools are highlighted in blue

# Capital Cost Estimate to Address Past Subsidence (through 2023) and Future Subsidence (through 2085), by Repayment Reach (Pricing Level = Q3 2024)

| by Ropay Mont Roadin (1 Holling Ecver - 40 2024) |                   |                       |                       |  |  |  |
|--|-------------------|-----------------------|-----------------------|--|--|--|
|  | Estimated Capital | Estimated Capital     | Estimated Capital     |  |  |  |
| Repayment<br>Reach                               | Cost (\$M) to     | Cost (\$M) to Address | Cost (\$M) to Address |  |  |  |
|  | Address Historic  | Projected Future      | Historic Subsidence   |  |  |  |
|  | Subsidence (To    | Subsidence (To        | + Projected Future    |  |  |  |
|  | 2023)             | 2085)                 | Subsidence (To        |  |  |  |
| 4  | \$113             | \$120                 | \$232                 |  |  |  |
| 5  | \$952             | \$222                 | \$1,174               |  |  |  |
| 6  | \$101             | \$76                  | \$177                 |  |  |  |
| 7  | \$499             | \$169                 | \$668                 |  |  |  |
| 8C   | \$2               | \$0                   | \$2                   |  |  |  |
| 8D   | \$59              | \$24                  | \$84                  |  |  |  |
| 9  | \$149             | \$25                  | \$173                 |  |  |  |
| 10A  | \$399             | \$180                 | \$579                 |  |  |  |
| 11B  | \$62              | \$52                  | \$113                 |  |  |  |
| 12D  | \$30              | \$55                  | \$85                  |  |  |  |
| 12E  | \$123             | \$23                  | \$146                 |  |  |  |
| 13B  | \$55              | \$49                  | \$104                 |  |  |  |
| 14A  | \$33              | \$23                  | \$56                  |  |  |  |
| 14B  | \$0               | \$1                   | \$1                   |  |  |  |
| 14C  | \$0               | \$6                   | \$6                   |  |  |  |
| 15A  | \$0               | \$3                   | \$3                   |  |  |  |
| 16A  | \$135             | \$129                 | \$265                 |  |  |  |
| Total  | \$2,710           | \$1,160               | \$3,870               |  |  |  |

# **Agenda for Meeting:**



- 1. "Fix-in-Place Alt." Capital Cost Estimates
  - a. Context and Purpose
  - b. Total Capital Cost Estimate
  - c. Cost by SWP Repayment Reach
- 2. CASP "Interim Action" Subsidence Projects status

### **Necessity of CASP "Interim Actions"**



- Under the existing Standing Operating Order (SOO), predicted future subsidence will result in substantial additional water delivery impacts <u>before</u> long-term solutions can be implemented.
- The objective of "Interim Actions" is to reduce impact of subsidence on water deliveries and flexibility prior to implementation of long-term solutions:

Focused on non-structural and structural actions that can be implemented quickly without regrettable effects on the long-term solutions while:

Defining individual projects as those actions which provide independent utility



# CASP "Interim Action" Projects (SLFD & SJFD)

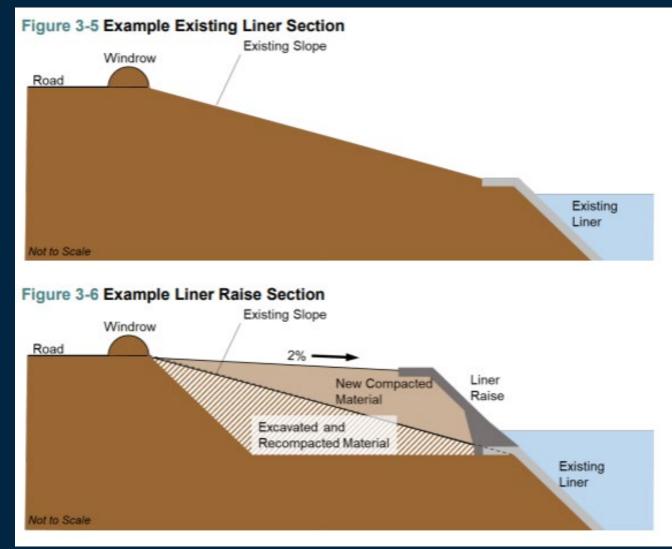
The "Interim Action" Projects include approximately 47.1 miles of liner raises in:

- Pools 17 & 18 (~9.0 miles)
- Pools 20 & 21 (~18.1 miles)
- Pool 24 (~13.2 miles)
- Pool 31 (~6.8 miles), and
- The removal of the gates at Check 17



# Pools 17 & 18 Pools 20 & 21 Pool 24 Luis Obispo Pool 31 Los Padres National Forest

# CASP "Interim Action" Projects (SLFD & SJFD)



### CASP "Interim Action" Projects (SLFD & SJFD) Status Update – June 2025



Design, permitting, and coordination efforts for "interim action" projects is on-going.

- Check 17 Gate Removal Plan is that the project work to be issued as an MD to the existing DWR radial gate refurbishment contract (Spec. 20-03). Finalizing Bio measures w/ Rec. should have NOE and CatEx routing by end of month. Construction <u>currently</u> scheduled to begin in Jan. 2026.
- **Pools 17-18 Liner Raise** SHPO to take another 2 mo., NEPA bio measures submitted, CEQA initial study out soon, MND expected July, ITP next July. Construction <u>currently</u> expected to start in Jan. 2027, pending Reclamation Cost Share funding.
- **Pools 20-21 Liner Raise** SHPO to take another 2 mo., NEPA bio measures submitted, CEQA initial study out soon, MND expected July, ITP next July. Construction <u>currently</u> expected to start in June 2027, pending Reclamation Cost Share funding.
- **Pool 24 Liner Raise** Previous liner raise MND Addendum. Construction <u>currently</u> expected to start in Jan. 2027.
- Pool 31 Liner Raise Design just beginning. Waiting on SJFD HCP. Construction <u>currently</u> expected to start in June 2028.



#### California Aqueduct Subsidence Program

Program Management
Financial Report

CASP Program Estimates

| Estimated Project Costs |           |             |                 |  |  |  |  |  |  |  |
|-------------------------|-----------|-------------|-----------------|--|--|--|--|--|--|--|
| Category                | Plan \$\$ | Actual \$\$ | Est. Total Cost |  |  |  |  |  |  |  |
| □ Interim Actions       | \$56.3M   | \$3.6M      | \$59.9M         |  |  |  |  |  |  |  |
| 17-18 Liner             | \$10.5M   | \$0.8M      | \$11.3M         |  |  |  |  |  |  |  |
| 20-21 Liner             | \$19.1M   | \$0.8M      | \$19.9M         |  |  |  |  |  |  |  |
| 24 Liner                | \$15.1M   | \$0.9M      | \$16.0M         |  |  |  |  |  |  |  |
| 31 Liner                | \$10.7M   | \$0.7M      | \$11.4M         |  |  |  |  |  |  |  |
| Check 17 Mod            | \$1.0M    | \$0.3M      | \$1.3M          |  |  |  |  |  |  |  |
|                         |           |             |                 |  |  |  |  |  |  |  |

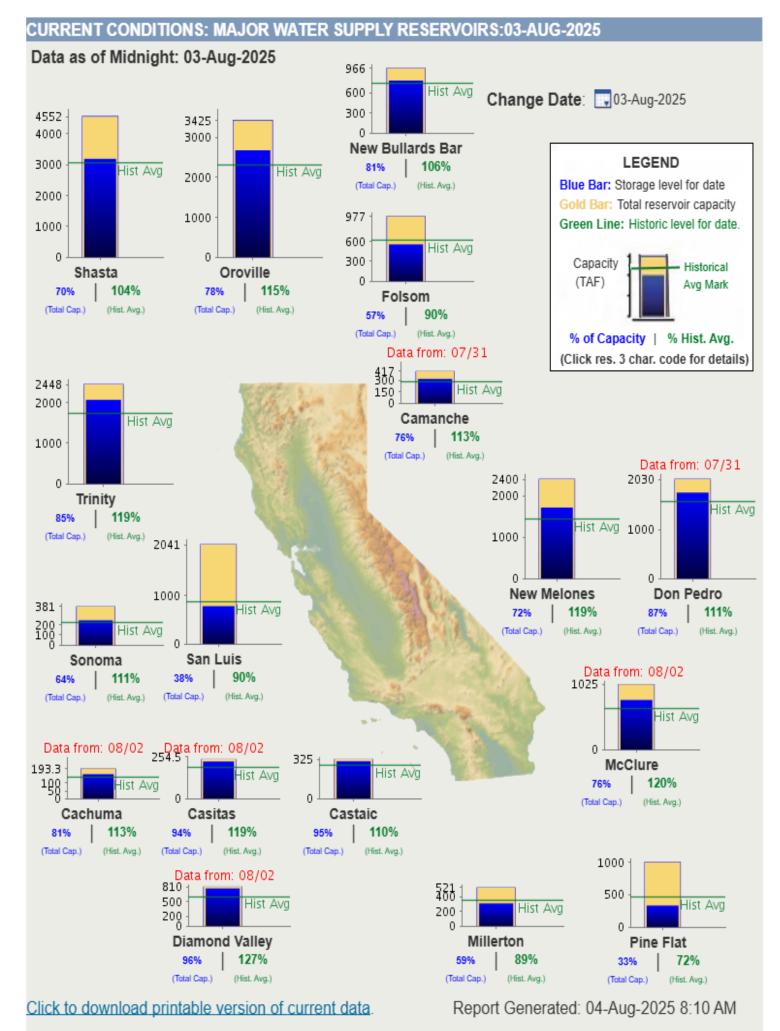
These "interim action" near-term projects by the State Water Project in the San Joaquin Valley to ensure continued and reliable water deliveries while the long-term remediation plans are formalized are estimated to total \$60 million over the next four years.



## Thank you! Questions / Additional Discussion







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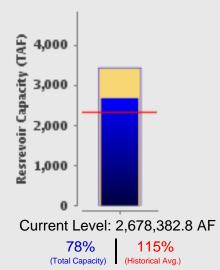


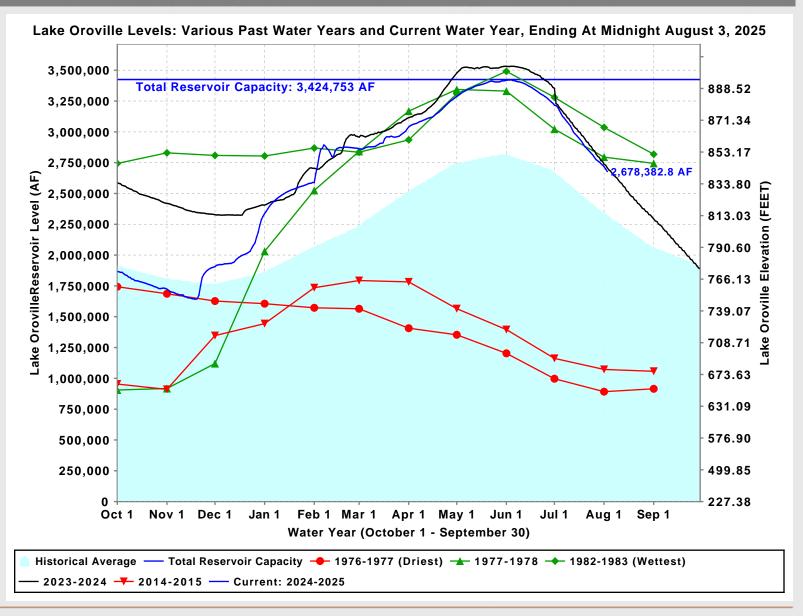
#### **CURRENT RESERVOIR CONDITIONS**



### Lake Oroville Conditions

(as of Midnight - August 3, 2025)





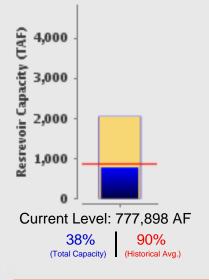


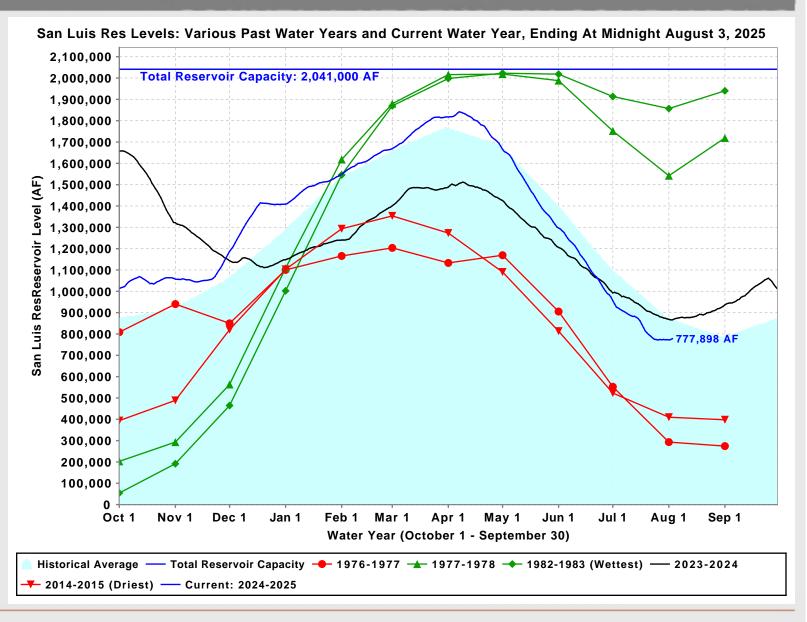
#### **CURRENT RESERVOIR CONDITIONS**



#### San Luis Res Conditions

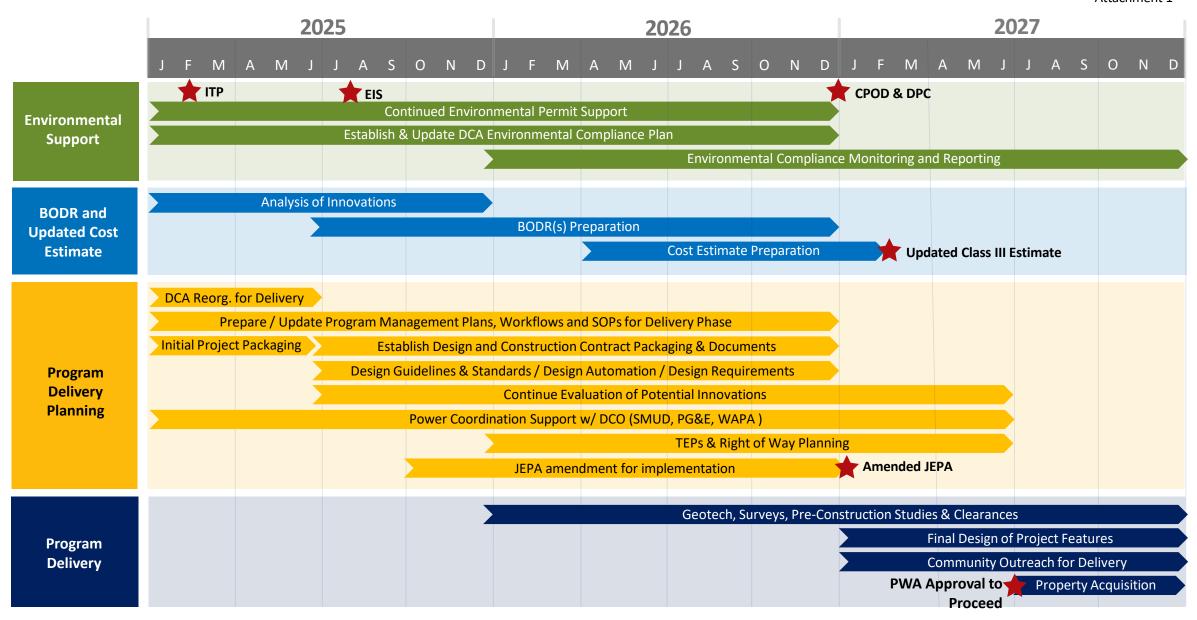
(as of Midnight - August 3, 2025)





#### May 2025 DCP Roadmap – Program Delivery

Attachment 1







#### KERN COUNTY WATER AGENCY

#### Stuart T. Pyle Water Resources Center

3200 Rio Mirada Drive Bakersfield, California

#### Notice of **Special Board Meeting**

July 8, 2025

Conference Line: +1 (571) 317-3122 Access Code: 863-465-805#

https://global.gotomeeting.com/join/863465805

#### **AGENDA**

- I. Call to Order -10:00 a.m.
- II. Report of the General Counsel
  - A. Authorization for Closed Session regarding:
    - Conference with Legal Counsel Public Employment: (Government Code section 54957): Title: General Manager
    - 2. Conference with Legal Counsel Existing Litigation (Government Code section 54956.9, subdivision (a)):

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

- 3. Conference with Legal Counsel Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
  - a. Two potential suits
- 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
- VII. Adjournment

NOTICE: This meeting is being conducted partially by telephone conference. Telephone conference locations are as follows:

Director Jay Kroeker 31700 Smith Rd, Romulus, MI 48174

NOTICE: This meeting is being conducted partially by telephone conference.

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

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 July 7, 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

July 24, 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)
- 1. 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):
  - 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 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
- VII. Advisory Committee Reports
  - A. Cross Valley Canal Advisory Committee
  - B. Improvement District No. 3 Advisory Committee
  - C. Urban Bakersfield Advisory Committee
- VIII. 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 June 26, 2025
  Regular Board Meeting June 26, 2025
  Special Board Meeting July 8, 2025
- 2. Consideration of Casting a Ballot for Membership Dues Increase for the California Farm Water Coalition
- 3. Authorization to Retain a Consultant for Actuarial Services Related to Postemployment Benefits
- 4. Authorization to Retain a Certified Public Accounting Firm for the Kern County Water Agency Fiscal Year 2025-26 Audit
- 5. Authorization to Sell Kern County Water Agency Surplus Equipment
- 6. Authorization to Execute a Contract for Electrical Testing and Diagnostics
- 7. Authorization to Publish the Notice of Public Hearing for the Fiscal Year 2026-27 Zones of Benefit
- 8. Authorization to Execute the Agreement Between the Kern County
  Water Agency and Rosedale-Rio Bravo Water Storage District, Buena
  Vista Water Storage District, Kern Delta Water District, and Semitropic
  Water Storage District for the use of the Purge Pump as part of the Kern
  Fan Monitoring Committee Water Quality Sampling Program

#### IX. 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. Treasury Report
- 5. Setting of the Financial Reserves for Fiscal Year 2025-26

#### B. <u>POLICY COMMITTEE – Director Milobar, Chair</u>

- 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 2025 State Water Project and Central Valley Project Allocations and Operations
- 4. Water Delivery Operations
  - a. Report on Kern County Water Agency California Aqueduct Deliveries
  - b. Update on Water Transfers, Exchanges and Purchases
  - c. Adoption of the Initial Study and Negative Declaration for the Water Management Program Agreement between Montecito Water District and Homer LLC
  - d. Authorization to Execute a Multi-Year Agreement Among the Department of Water Resources of the State of California, Santa Barbara County Flood Control and Water Conservation District and Kern County Water Agency for a Non-Permanent Transfer of a Portion of Santa Barbara County Flood Control and Water Conservation District's State Water Project Table A Water to Kern County Water Agency, SWP#25023
  - e. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, Metropolitan Water District of Southern California and Dudley Ridge Water District for a Transfer of The Metropolitan Water District of Southern California's 2025 State Water Project Table A Water to Dudley Ridge Water District and/or Kern County Water Agency, SWP#25021
  - f. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, Alameda County Flood Control and Water Conservation District, Zone 7 and Dudley Ridge Water District for a Transfer of Alameda County Flood Control and Water Conservation District Zone 7's 2025 State Water Project Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #25024
  - g. Authorization to Execute an Agreement for a Transfer of Santa Clara Valley Water District's 2025 State Water Project Table A Water to Kern County Water Agency and/or Dudley Ridge Water District, SWP#25027

- 5. Setting of the Fiscal Year 2025-26 Zones of Benefit Assessments
- 6. Authorization to Execute an Agreement for the State Water Project Audit for Fiscal Year 2025-26

#### 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. Report on Kern Water Bank Activities
- Authorization to Issue the Notice to Invite Bids for the North Pioneer West Basin Weir Plan Project – Contract No. KCWA 2025-05

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

- 1. Report of the Water Resources Manager
  - a. Update on Cross Valley Canal Construction/Maintenance Projects
- 2. Report on Cross Valley Canal Operations and Deliveries

#### 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. Report on the Improvement District No. 4 2025 Water Supply and Management Plan
- 3. Report on the Henry C. Garnett Water Purification Plant
- X. Correspondence
- XI. Brief Report on Potential New Business
- XII. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that Loosted the foregoing Agenda at the Agency Office on July 18, 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

#### Notice of Special Board Meeting

July 28, 2025

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

#### **AGENDA**

- I. Call to Order -9:00 a.m.
- II. Report of the General Counsel
  - A. Authorization for Closed Session regarding:
    - 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. Possible approval of compensation adjustment for Interim General Managers.
- VII. Report regarding Agency Management
- VIII. 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 July 24, 2025.

tephanie 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.



ROSEDALE-RIO BRAVO
WATER STORAGE DISTRICT

AUGUST 2025

STRATEGIC PLAN MONTHLY UPDATE



#### **PURPOSE**

TO BE RESPONSIBLE STEWARDS OF WATER, A VALUED RESOURCE



#### MISSION

BUILDING A SUSTAINABLE WATER SUPPLY TO HELP OUR COMMUNITY THRIVE



#### **VALUES**

SUSTAINABILITY
INNOVATION
GRACIOUS
HARD-WORKING
TRUSTWORTHY



STRATEGIC PRIORITIES

SUSTAINABILITY/RESILIENCY, LONG-TERM HEALTHY PARTNERSHIPS, FINANCIAL STRENGTH, TEAMWORK, INNOVATION/CREATIVITY



GOAL #2: ACQUIRE OTHER WATER SUPPLIES

- GOAL #3: DEVELOP A WATER CHARGE TO SUPPORT SGMA IMPLEMENTATION
- GOAL #4: LIVE OUT AN INTENTIONAL AND FOCUSED PROJECT PLAN FOR MAJOR INITIATIVES
- GOAL #5: ENSURE THAT KEY
  RESPONSIBILITIES WITHIN
  THE AGENCY ARE
  SUSTAINABLE AND EFFICIENT

|   | GOAL #3 OBJECTIVES  | PRIORITY | STATUS                      | OWNER  | TARGET  | ACTUAL              |
|---|---|----------|-----------------------------|--|---|---------------------|
|   | Upload parcel data (2024 data for 2025 Water Charge) Account Reconciliation/ Farming Units  Upload ET Data  Generate water charge | HIGH     | COMPLETE  2025  IN PROGRESS | Rachelle<br>Markus<br>Rachelle<br>Trent<br>Megan | January<br>2025<br>-<br>March<br>2025<br>Monthly<br>(Data uploaded<br>through<br>6/30/25) | 100%<br>50%<br>100% |
| • | Evaluation of protest  Collection of water  | HIGH     | COMPLETE                    | Heather  Trent Dan R.                            | 2025<br>May 2025  | 100%                |
|   | Set the water charge rate and project water for next year (2026).   | HIGH     | PENDING                     | Megan<br>Markus                                  | November<br>2025  | 0%                  |



849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

August 12, 2025

To: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item: 6b

From: Rachelle Echeverria

Re: Rosedale Recap

Discussion:

#### **Subscriber Growth and Email Engagement**

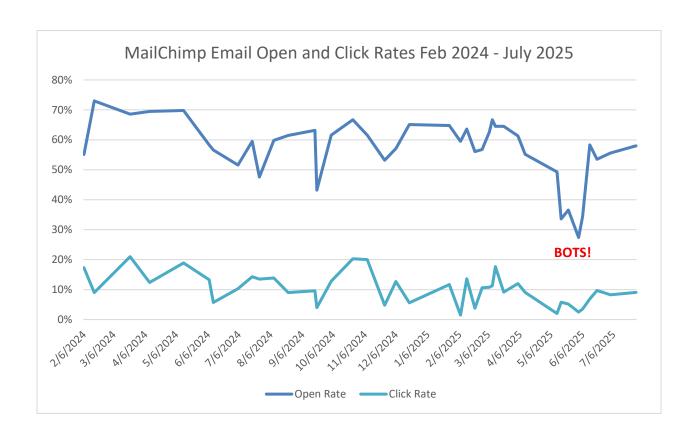
• Total Subscribers as of 7/31/25: 144

• Subscriber Growth Since February 2024: 44%

Average Open Rate: 57%Average Click Rate: 10%

#### How our industry compares:

| Industry                | Avg. Open Rate | Avg. Click Rate | Unsubscription<br>Rate |
|-------------------------|----------------|-----------------|------------------------|
| Business +<br>Finance   | 31.35%         | 2.78%           | 0.15%                  |
| Non-Profits             | 40.04%         | 3.27%           | 0.18%                  |
| Education +<br>Training | 35.64%         | 3.02%           | 0.18%                  |
| Ecommerce               | 29.81%         | 1.74%           | 0.19%                  |
| All Users               | 35.63%         | 2.62%           | 0.22%                  |





## BIG THINGS GET DONE

THE SURPRISING FACTORS THAT DETERMINE THE FATE OF EVERY PROJECT,

FROM HOME RENOVATIONS TO SPACE EXPLORATION

AND EVERYTHING IN BETWEEN

BENT FLYVBJERG and DAN GARDNER



Vision was LA to SF in 2.5 hours

Voters approved \$33B LA to SF by 2020.

Estimate now \$128B. 288% over-run

Scope reduced to Bako to Merced by 2033 Cost to date \$20B, estimate \$35B

Why is HSR such a Failure?



#### **Opera House**

Approved budget \$7B

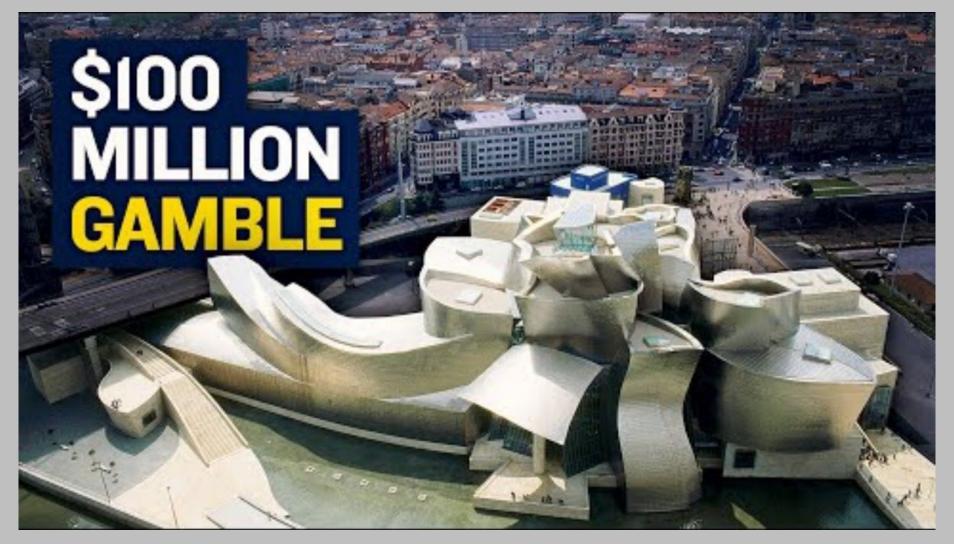
Cost of \$102B. 1,357% over-run

Jorn Utzon a Zero, resigned in disgrace and never saw the finished building

4-year schedule turned into 14

| PROJECT TYPE          | (A)<br>MEAN COST<br>OVERRUN (%)* | (B)<br>% OF PROJECTS<br>In Tail (≥ 50%<br>Overrun) | (C)<br>Mean Overrun<br>Of Projects in<br>Tail (%) |
|-----------------------|----------------------------------|--|---|
| Nuclear storage       | 238                              | 48   | 427   |
| Olympic Games         | 157                              | 76   | 200   |
| Nuclear power         | 120                              | 55   | 204   |
| Hydroelectric dams    | 75                               | 37   | 186   |
| IT                    | 73                               | 18   | 447   |
| Nonhydroelectric dams | 71                               | β3   | 202   |
| Buildings             | 62                               | 39   | 206   |
| Aerospace             | 60                               | 42   | 119   |
| Defense               | 53                               | 21   | 253   |
| Bus rapid transit     | 40                               | 43   | 69  |
| Rail                  | 39                               | 28   | 116   |
| Airports              | 39                               | 43   | 88  |
| Tunnels               | 37                               | 28   | 103   |
| Oil and gas           | 34                               | 19   | 121   |
| Ports                 | 32                               | 17   | 183   |
| Hospitals, health     | 29                               | 13   | 167   |
| Mining                | 27                               | 17   | 129   |
| Bridges               | 26                               | 21   | 107   |
| Water                 | 20                               | 13   | 124   |
| Fossil thermal power  | 16                               | 14   | 109   |
| Roads                 | 16                               | 11   | 102   |
| Pipelines             | 14                               | 9  | 110   |
| Wind power            | 13                               | 7  | 97  |
| Energy transmission   | 8                                | 4  | 166   |
| Solar power           | 1                                | 2  | 50  |

SOURCE: FLYVBJERG DATABASE



The Guggenheim Museum - Bilbao

Approved budget \$100B, Cost of \$89B and On Schedule, 4 years
Frank Gehry a Hero

Became known worldwide as the "Bilbao Effect"

#### What were the keys to success to Bilbao?

- Proper Order in Idea
- Think Slow Act Fast, resist planning as you go
- How does this fit with what else we are doing

| RIGHT?  | WRONG?                                   |
|---|--|
| Being mindful of our purpose, projects, and value                                 | Planning as we go                        |
| Think Slow, Act Fast  | Yes, to all opportunities                |
| • Right order   | Not tracking cost and schedule           |
| Why's on 1 <sup>st</sup> What's on 2 <sup>nd</sup>                                | Do the next deal, not evaluating options |
| <ul><li>Don't drill wells in drought</li><li>Don't build ponds in flood</li></ul> | Don't know our why?                      |
| Cost accountability   |  |

#### HSR Why = "Fundamentally transform how people move around California"

Revised = Bakersfield to Merced by 2033.

Does that produce the why?

Should they stop?

| What's our why?      |   |
|----------------------|---|
| LEFT SIDE = HOW      | RIGHT SIDE = WHAT ARE WE TRYING TO ACCOMPLISH?                          |
| • Onyx               | Water – How much? <b>Zach</b> , Markus, Trent                           |
| Delta Conveyance     | Affordable <b>Megan</b> , Rachelle, Zach                                |
| Kern Fan Project     | • Reliability/Risk <b>Markus</b> , Rachelle, Megan                      |
| South Valley Project | *Teams to set measurable criteria  Rachelle assigned as Project Manager |
| Sites Reservoir      |   |
| McCaslin/Dillard     |   |



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August 12, 2025

To: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item: 6c

From: Rachelle Echeverria/Dan Bartel

Re: Project Evaluation Update

Discussion:

#### Reliability & Risk Team - 8/4/2025 Meeting Recap

- Team Members: Markus (Lead), Rachelle, Trent, Megan
- Markus led the discussion for the Reliability & Risk Team with a short presentation focused on how we think about project development, using concepts from the book *How Big Things Get Done*.
- We listened to a section of the book that emphasized the importance of starting with a clear and detailed "why" question before launching into planning. Markus also provided a set of guiding principles for this process, including:
  - Leaving egos and assumptions at the door
  - Assuming our current projects don't exist
  - Committing to thinking from right to left (aka beginning with the desired future outcome and working backward)
- We discussed how this mindset can help the way we define reliability and risk within the
  District. The importance of aligning all future projects with a clear "why" was a central
  theme.
- **Team Homework:** Each team member was asked to come up with **10 questions** that help us drill down into what our "why" should be when it comes to reliability and risk.

#### Affordability Team - 8/7/2025 Meeting Recap

- Team Members: Megan (Lead), Rachelle, Zach
- Megan led the discussion for the Affordability Team, exploring the idea of what "affordable water" really means to landowners in our District. Discussion points included:
  - Different perspectives on affordability between land use types (domestic, agricultural, industrial)
  - The need to define affordability relative to economic indicators (e.g., household income)

#### Team Homework:

Each member will research current water costs across the District, including:

Urban and Domestic (COB, Cal Water, Vaughn, and small water systems)

- Industrial
- Agricultural (crop survey data)
- We'll use this data to begin developing a **water affordability ratio** based on median household income for Rosedale. This will help us frame affordability in a way that is meaningful and measurable.

#### How Much Water Team - Scheduled for 8/11/2025

• Team Members: Zach (Lead), Trent, Markus



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August 12, 2025

To: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item: 7a

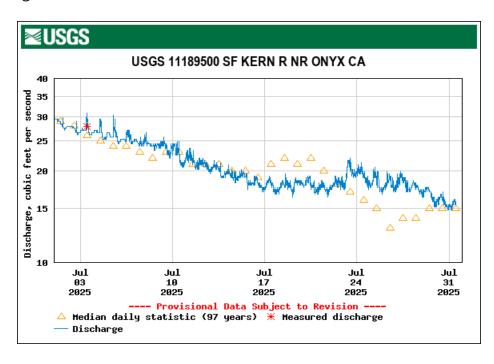
From: Dan Bartel

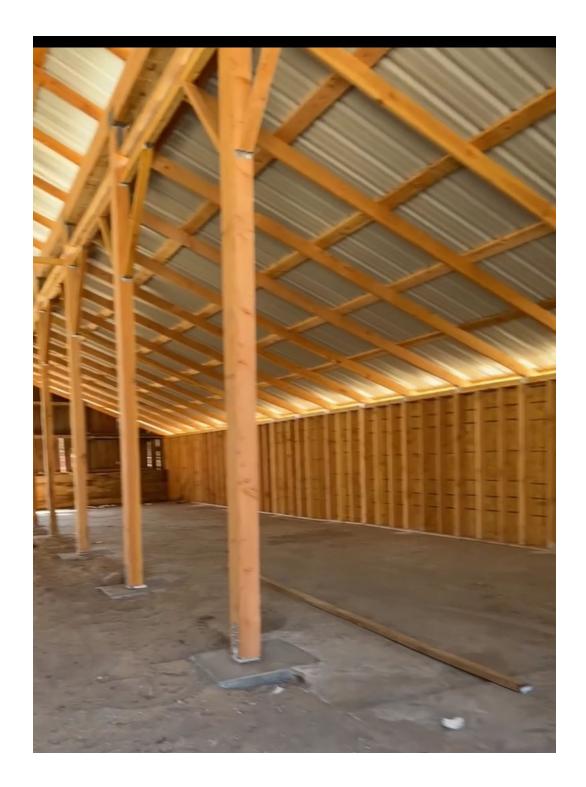
Re: Onyx Project Report

#### Staff:

- Continued operation of conveyance facilities
- Worked on fence projects
- Recorded that the USGS verified South Fork station on July 3
- Stream gaged Doyle Ranch for accretion calculations three times during the month
- Coordinated Project operations with KRI's
- Executed a coordination agreement July 9 with First Point entities
- · Executed exchange agreement with City of Bakersfield
- Redirected flows starting July 12. Net project water was 83 AF
- Stream gaged Sierra two times during the month to verify net project water
- Biologist completed sensitive vegetation surveys
- Contractor made good progress on barn repairs

South Fork flows downstream of Bloomfield averaged 21 cfs plus calculated accretions of 5 cfs, for a total average flow of about 26 cfs.





July-2025

| Daily values | in SFD = | : Second | Foot | Days, | Monthly | total in AF | = Acre-Feet |
|--------------|----------|----------|------|-------|---------|-------------|-------------|
|--------------|----------|----------|------|-------|---------|-------------|-------------|

| Date |           |                       | South Fork |                        | D.Prince (    | 4,5,17,20-2 | 22,37) | Hafenfeld<br>(5) | RRBWS       | D (1,3,6,7,12, | Wirth1, 30, | 33, Boone)                             | J.Nicoll (3) | Audul<br>(4,5,9,Wirth<br>(20-22,Wirth) | h1,17,18) |             | Smith (2/3<br>Smith) | RRBWSD | (1/3 Smith)                      | Total Diverted | South                | Fork                | RRBWSD to Isabella  |         |
|------|-----------|-----------------------|------------|------------------------|---------------|-------------|--------|------------------|-------------|----------------|-------------|--|--------------|--|-----------|-------------|----------------------|--------|----------------------------------|----------------|----------------------|---------------------|---------------------|---------|
|      | Mean Flow | USGS - Onyx<br>@ 0500 | Accretions | Doyle<br>Ranch<br>Road | Mill/Hillside | Miller      | Prince | Miller           | Scodie/Mack | Landers        | Nicoll      | Redirected<br>"Gross Project<br>Water" | Nicoll       | Cottonwood                             | Nicoll    | Total Smith | Smith                | Smith  | Redirected "Gross Project Water" |                | Sierra Way<br>"Flow" | Patterson<br>"Flow" | "Net Project Water" | " No Ir |
| 1    | 29        | 29                    | 7          |                        |               | 1.8         | 5.0    | 1.9              |             | 8.9            | 4.3         | 0.0                                    | 3.0          |  |           | 5.0         | 3.3                  | 1.7    | 0.0                              | 28             | Yes                  | Yes                 | 0                   | 67.69   |
| 2    | 27        | 28                    | 7          |                        |               | 1.7         | 6.0    | 1.7              |             | 8.9            | 4.1         | 0.0                                    | 3.0          |  |           | 4.6         | 3.1                  | 1.5    | 0.0                              | 28             | Yes                  | Yes                 | 0                   | 67.69   |
| 3    | 27        | 27                    | 7          |                        |               | 7.2         | 3.0    | 7.2              |             | 8.5            | 4.2         | 0.0                                    | 3.0          |  |           | 4.4         | 2.9                  | 1.5    | 0.0                              | 36             | Yes                  | Yes                 | 0                   | 67.6    |
| 4    | 27        | 27                    | 7          |                        |               | 6.4         | 4.0    | 6.3              |             | 7.8            | 3.1         | 0.0                                    | 3.0          |  |           | 3.5         | 2.3                  | 1.2    | 0.0                              | 33             | Yes                  | Yes                 | 0                   | 67.6    |
| 5    | 26        | 26                    | 7          |                        |               | 6.2         | 3.0    | 6.2              |             | 7.6            | 3.1         | 0.0                                    | 3.0          |  |           | 3.4         | 2.3                  | 1.1    | 0.0                              | 31             | Yes                  | Yes                 | 0                   | 67.6    |
| 6    | 25        | 25                    | 7          |                        |               | 5.9         | 4.0    | 5.8              |             | 7.6            | 3.0         | 0.0                                    | 3.0          |  |           | 3.3         | 2.2                  | 1.1    | 0.0                              | 31             | Yes                  | Yes                 | 0                   | 67.6    |
| 7    | 25        | 25                    | 7          |                        |               | 5.3         | 3.0    | 5.4              |             | 7.9            | 5.9         | 0.0                                    | 3.0          |  |           | 3.1         | 2.1                  | 1.0    | 0.0                              | 33             | Yes                  | Yes                 | 0                   | 67.6    |
| 8    | 24        | 24                    | 7          |                        |               | 4.7         | 3.0    | 4.7              |             | 7.6            | 3.0         | 0.0                                    | 3.0          |  |           | 2.9         | 1.9                  | 1.0    | 0.0                              | 28             | Yes                  | Yes                 | 0                   | 67.6    |
| 9    | 24        | 25                    | 7          |                        |               | 4.9         | 3.0    | 4.9              |             | 7.2            | 2.7         | 0.0                                    | 3.0          |  |           | 2.7         | 1.8                  | 0.9    | 0.0                              | 27             | Yes                  | Yes                 | 0                   | 67.6    |
| 10   | 22        | 24                    | 7          |                        |               | 4.9         | 3.0    | 4.8              |             | 6.6            | 2.1         | 0.0                                    | 3.0          |  |           | 2.3         | 1.5                  | 0.8    | 0.0                              | 26             | Yes                  | Yes                 | 0                   | 67.6    |
| 11   | 22        | 22                    | 6          | 14                     |               | 4.5         | 3.0    | 4.5              |             | 6.6            | 1.9         | 0.0                                    | 3.0          |  |           | 2.3         | 1.5                  | 0.8    | 0.0                              | 25             | Yes                  | Yes                 | 0                   | 67.6    |
| 12   | 21        | 22                    | 6          |                        |               | 4.5         | 2.5    | 4.5              |             | 3.7            | 0.0         | 2.5                                    | 2.9          |  |           | 5.6         | 2.3                  | 0.0    | 3.3                              | 20             | Yes                  | Yes                 | 0                   | 67.6    |
| 13   | 20        | 21                    | 6          |                        |               | 3.3         | 0.0    | 3.3              |             | 0.0            | 0.0         | 6.2                                    | 3.5          |  |           | 5.3         | 2.0                  | 0.0    | 3.3                              | 12             | Yes                  | Yes                 | 0                   | 67.6    |
| 14   | 19        | 20                    | 6          |                        |               | 3.5         | 0.0    | 3.5              |             | 1.0            | 0.0         | 5.2                                    | 3.4          |  |           | 4.6         | 1.3                  | 0.0    | 3.3                              | 13             | Yes                  | Yes                 | 0                   | 67.6    |
| 15   | 19        | 19                    | 6          |                        |               | 3.2         | 0.3    | 3.2              |             | 2.6            | 0.0         | 3.6                                    | 2.8          |  |           | 4.4         | 1.1                  | 0.0    | 3,3                              | 13             | Yes                  | Yes                 | 0                   | 67.6    |
| 16   | 18        | 19                    | 6          |                        |               | 3.0         | 0.3    | 3.0              |             | 1.7            | 0.0         | 4.5                                    | 2.8          |  |           | 3.9         | 0.6                  | 0.0    | 3,3                              | 11             | Yes                  | Yes                 | 0                   | 67.6    |
| 17   | 18        | 18                    | 6          |                        |               | 2.9         | 0.3    | 2.9              |             | 1.6            | 0.0         | 4.6                                    | 2.2          |  |           | 3.5         | 0.2                  | 0.0    | 3,3                              | 10             | Yes                  | Yes                 | 0                   | 67.     |
| 18   | 18        | 18                    | 4          | 17                     |               | 2.0         | 0.3    | 2.0              |             | 1.5            | 0.0         | 4.7                                    | 2.4          |  |           | 4.6         | 1.3                  | 0.0    | 3,3                              | 9              | Yes                  | Yes                 | 0                   | 67.     |
| 19   | 18        | 17                    | 4          |                        |               | 2.7         | 0.3    | 2.7              |             | 1.3            | 0.0         | 4.9                                    | 2.5          |  |           | 4.7         | 1.4                  | 0.0    | 3,3                              | 11             | Yes                  | Yes                 | 0                   | 67.6    |
| 20   | 18        | 17                    | 4          |                        |               | 2.3         | 0.5    | 2.3              |             | 1.4            | 0.0         | 4.8                                    | 2.1          |  |           | 5.0         | 1.7                  | 0.0    | 3,3                              | 10             | Yes                  | Yes                 | 0                   | 67.6    |
| 21   | 17        | 17                    | 4          |                        |               | 2.6         | 0.5    | 2.6              |             | 1.2            | 0.0         | 5.0                                    | 3.0          |  |           | 5.0         | 1.7                  | 0.0    | 3,3                              | 12             | Yes                  | Yes                 | 0                   | 67.6    |
| 22   | 18        | 18                    | 4          |                        |               | 2.3         | 0.3    | 2.3              |             | 1.2            | 0.0         | 5.0                                    | 2.7          |  |           | 5.2         | 1.9                  | 0.0    | 3.3                              | 11             | Yes                  | Yes                 | 0                   | 67.6    |
| 23   | 20        | 18                    | 4          |                        |               | 2.2         | 0.3    | 2.3              |             | 1.1            | 0.0         | 5.1                                    | 3.7          |  |           | 4.8         | 1.5                  | 0.0    | 3.3                              | 11             | Yes                  | Yes                 | 0                   | 67.6    |
| 24   | 19        | 20                    | 4          |                        |               | 0.7         | 0.3    | 0.7              |             | 1.2            | 0.0         | 5.0                                    | 3.0          |  |           | 5.0         | 1.7                  | 0.0    | 3.3                              | 8              | Yes                  | Yes                 | 6                   | 67.     |
| 25   |           | 18                    | 4          |                        |               | 2.5         | 0.3    | 2.5              |             | 1.0            | 0.0         | 5.2                                    | 2.8          |  |           | 4.8         | 1.5                  | 0.0    | 3,3                              | 10             | Yes                  | Yes                 | 6                   | 67.     |
| 26   |           | 18                    | 4          |                        |               | 2.4         | 0.3    | 2.5              |             | 1.2            | 0.0         | 5.0                                    | 2.8          |  |           | 4.7         | 1.4                  | 0.0    | 3.3                              | 11             | Yes                  | Yes                 | 6                   | 67.6    |
| 27   |           | 19                    | 4          | 14                     |               | 2.4         | 1.0    | 2.5              |             | 1.2            | 0.0         | 4.0                                    | 2.8          |  |           | 4.7         | 1.4                  | 0.0    | 3.3                              | 11             | Yes                  | Yes                 | 5                   | 67.6    |
| 28   |           | 18                    | 4          |                        |               | 1.9         | 3.0    | 1.8              |             | 1.0            | 0.0         | 2.2                                    | 2.5          |  |           | 4.4         | 1.1                  | 0.0    | 3.3                              | 11             | Yes                  | Yes                 | 4                   | 67.6    |
| 29   |           | 17                    | 4          | ļ                      |               | 1.5         | 0.0    | 1.4              |             | 1.1            | 0.0         | 5.1                                    | 2.5          |  |           | 4.2         | 0.9                  | 0.0    | 3.3                              | 7              | Yes                  | Yes                 | 6                   | 67.6    |
| 30   |           | 16                    | 3          | ļ                      |               | 0.0         | 0.0    | 0.0              |             | 0.9            | 0.0         | 5.3                                    | 2.5          |  |           | 4.5         | 1.2                  | 0.0    | 3.3                              | 5              | Yes                  | Yes                 | 6                   | 67.6    |
| 31   |           | 15                    | 3          |                        |               | 0.0         | 0.0    | 0.0              |             | 1.9            | 0.0         | 3.7                                    | 2.5          |  |           | 4.0         | 0.7                  | 0.0    | 3.3                              | 5              | Yes                  | Yes                 | 5                   | 67.     |
| SFD  | 520       | 647                   | 166        |                        | 0             | 99          | 50     | 99               | 0           | 113            | 37          | 92                                     | 88           | 0                                      | 0         |             | 52                   | 12     | 66                               | 539            | 0                    | 0                   | 42                  |         |
| AF   | 1,031     | 1,283                 | 328        |                        | 0             | 197         | 100    | 197              | 0           | 224            | 74          | 182                                    | 175          | 0                                      | 0         |             | 103                  | 25     | 131                              | 1,069          | 0                    | 0                   | 83                  |         |
|      |           | 21                    | 5          |                        |               |             | 296    |                  |             |                |             | 480                                    | 175          |  | 0         |             | 1.7                  | 0.4    |                                  | 17             |                      |                     | 0.0                 |         |

Note: 7/27-28 deducted flow for Prince Ditch head failure. Buried 7/28 at 1pm
Redirected flow starting 7/12-23 for channel wetting Cottonwood via the Landers
Project flows started 7/24 (stream gage confirmed Q at Sierra Way) Miller ditch water is being split Prince and Haf. 50/50
Redirected Historic Irrigation Demand Limit = 43

USGS SFork at 0500

https://waterdata.usgs.gov/monitoring-location/11189500/#dataTypeId=continuous-00065-0&period=P7D
Bold ## on USGS denotes USGS gage verification

### ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT - ONYX RANCH MONTHLY GROUNDWATER MONITORING RUN JUL

#### 2025

| Well Name   | DATE      | Depth to Water (ft) | Notes |
|---|-----------|---------------------|-------|
| Onyx Store - Domestic                                     | 7/30/2025 | 40.4                |       |
| Ranch HQ - Domestic                                       | 7/30/2025 | 35.9                | On    |
| Landers Sand - Old Ag Well                                | 7/31/2025 | 18.8                |       |
| Onyx Store - Old Ag Well                                  | 7/30/2025 | 21.7                |       |
| Mack Well   | 7/31/2025 | 21.6                |       |
| Nicoll Field - Old Ag Well                                | 7/31/2025 | 14.5                |       |
| Mack Field West - Domestic                                | 7/31/2025 | 13.2                | On    |
| Gibboney-2 Piezo  | 7/31/2025 | 8.5                 |       |
| Gibboney-3 Piezo  | 7/31/2025 | 8                   |       |
| Boone Piezo   | 7/31/2025 | 5                   |       |
| Lieb Piezo  | 7/31/2025 | 8.8                 |       |
| Pruitt Piezo  | 7/31/2025 | 12.6                |       |
| Scodie Well   | 7/30/2025 | 73.8                | On    |
| Pruitt Well   | 7/30/2025 | 14.7                |       |
| Nicoll Well   | 7/31/2025 | 15                  |       |
| Mack Piezo  | 7/30/2025 | 16.5                |       |
| West Onyx Piezo<br>(Top of pipe to the concrete<br>1.9ft) | 7/30/2025 | 15.6                |       |
| East Onyx Piezo<br>(Top of pipe to the concrete<br>1.4ft) | 7/30/2025 | 23                  |       |
| Smith Piezo #1  | 7/31/2025 | 12.9                |       |
| Smith Piezo #2  | 7/31/2025 | 14.5                |       |
| Smith Piezo #3  | 7/31/2025 | 13.2                |       |

#### AGREEMENT NO.

#### ONYX PROJECT COORDINATION AGREEMENT

Rosedale Rio Bravo Water Storage District ("Rosedale"), and City of Bakersfield, Kern Delta Water District and North Kern Water Storage District (each individually an "Agency" or collectively, the "Agencies") enter into this Onyx Project Coordination Agreement ("Agreement") as of JUL 9 2025 as don'the facts set forth in the Recitals. The signatories to this Agreement may be referred to herein individually as a "Party" or collectively as the "Parties."

#### RECITALS

- a. Rosedale acquired property ("Onyx Ranch") along the South Fork Kern River and is implementing the Onyx Project, which involves changing the points of diversion and place of use for the South Fork Kern River water rights associated with parcels owned by Rosedale in the South Fork Valley area by conveying, wheeling, or exchanging water that is available for use on Onyx Ranch to the Rosedale service area on the valley floor ("Onyx Project"). The Onyx Project is designed to be implemented so that it will not cause injury to any downstream water users, Kern River facilities or operations.
- b. Rosedale certified an Environmental Impact Report (EIR) for the Onyx Ranch South Fork Valley Water Project State Clearinghouse #2018021061 on January 12, 2021.
- c. The purpose of this Agreement is to establish coordinated procedures and guidelines related to operation of the Onyx Project as water moves from the South Fork Valley, through Isabella Dam and Reservoir, and to the valley floor.

In exchange for the mutual consideration and promises herein, the Parties agree as follows:

#### **AGREEMENT**

- 1. Recitals. The recitals set forth above are incorporated herein.
- 2. No Admission or Waiver. This Agreement and any provisions, actions, or inactions associated with performance of this Agreement shall not operate as a waiver or admission by any Party of a claim or defense related to the Onyx Project, including but not limited to challenges under CEQA, any claim of South Fork Kern River water rights, or any other legal theory related to the implementation of the Onyx Project.
- 3. Party Representatives. This Agreement requires good, timely communication between the Parties. The Parties shall send all communications required by this Agreement by electronic mail to the Party Representatives listed on Exhibit A. A Party may change its Party Representative by providing both email and written notice to all other Parties.

Page 1 of 14 Onyx Project Coordination Agreement



4. **Term.** This Agreement shall remain in effect until and unless terminated by all of the Parties to the Agreement. Any of the Agencies may withdraw from this Agreement by providing written notice of its decision to withdraw to the other Parties. The Agreement shall remain in effect following the withdrawal of one or more of the Agencies, unless Rosedale or all of the other Agencies withdraw from the Agreement, in which case the Agreement shall terminate on the day that is thirty (30) days after the date Rosedale provides its notice or the date of the notice of the last of the Agencies to withdraw from the Agreement. Notice to withdraw or terminate shall be sent via email and via U.S. Mail to all Party Representatives and their legal counsel listed on Exhibit A. The Parties agree that Section 2 (No Admission or Waiver), Section 8 (No Injury), Section 9 (Indemnification), and Section 10 (Release) of this Agreement shall survive the termination of this Agreement and the performance by the Parties of their respective obligations under this Agreement.

#### 5. Project Operations.

- 4.1 Determination of the Onyx Project Water Amount.
  - 4.1.1 During Onyx Project operations, Rosedale will determine in coordination with the Agencies the amount of Onyx Project Water that may move on a daily basis, from the South Fork to the valley floor using the method set forth on Exhibit B (including the Exhibits referenced in Exhibit B).

#### 4.2 Watermaster Accounting.

- 4.2.1 The Kern River Watermaster (Watermaster), through coordination with the City of Bakersfield's Hydrographic Unit staff, will be the official record keeper of Onyx Project Water.
- 4.2.2 The Watermaster will account for Project Water as shown on Exhibit G, or in whatever other form that the Watermaster may hereafter determine necessary.
- 4.2.3 Rosedale and the Agencies will coordinate the scheduling of any transfer of Onyx Project Water by either (1) transfer and/or exchange with one of the Agencies, or (2) subject to coordination with the Kern County Water Agency or other Pioneer Project Participant(s), as necessary, delivery for credit to a Pioneer Project account pursuant to Agreement No. 96-356 Pioneer Project Joint Operating Agreement and/or the Pioneer Project Participation Agreement, consistent with current practices for scheduling diversion of water pursuant to said Agreements.

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- 4.3 *Operational Parameters*. The Parties agree to the following operational parameters regarding the computation and movement of Onyx Project Water:
  - 4.3.1 If there is a Precipitation Event (rainfall in an amount that causes other irrigators in the South Fork Valley to forego surface water deliveries), Rosedale will not claim any Onyx Project Water for the duration of the time that other irrigators are not taking surface water deliveries.
  - 4.3.2 Rosedale will not move Onyx Project Water into Isabella Reservoir on days when there is less than 10 cfs of water measured at the USGS Onyx gage.
  - 4.3.3 Rosedale will not move Onyx Project Water into Isabella Reservoir on days that there is not visible flow in the South Fork Kern River at Patterson Lane and/or Sierra Highway.
  - 4.3.4 Rosedale will not move Onyx Project Water into Isabella Reservoir when unused capacity is not available in Isabella Reservoir, the Kern River channel or other related operations facilities that are necessary to accommodate the movement of Onyx Project Water.
  - 4.3.5 Rosedale will not move Onyx Project Water when the Net Redirected Flow (per Step 5, of Exhibit B) has accumulated a total amount of 14,000 A/F in a calendar year.
  - 4.3.6 For any period of time that the Operational Parameters set forth in this section 4.3 will prevent Rosedale from moving Onyx Project Water that is otherwise available to Rosedale from the South Fork, the Onyx Project shall be deemed "off", and Rosedale may revert to use of the water consistent with pre-project conditions.
- 4.4 Disputes Regarding the Determination of Onyx Project Water.
  - 4.4.1 Any Party to this Agreement has the right to call for a meeting at any time to discuss operational and record keeping concerns. A Party with a concern should request the meeting within forty-eight (48) hours of the day in which the concern arose.
  - 4.4.2 The Parties will meet within three (3) business days, or as soon as practical, thereafter to discuss the concern. The Watermaster shall set the meeting, which shall include, at a minimum, Rosedale, the Watermaster, and the Party who raised the concern; all of the Agencies shall be invited to attend. The Parties will endeavor to resolve the concerns at that meeting.
  - 4.4.3 Any Party who has an unresolved dispute after the meeting process described above, may bring a civil action to resolve the matter, and pursue all available remedies in law and equity.

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- 6. Fair Compensation: Each year the Agencies, as parties to this Agreement, shall calculate, and Rosedale shall pay, "fair compensation" for reasonable charges incurred by the Agencies as a result of this Agreement and the actual costs to convey, transfer or exchange the Onyx Project Water pursuant to this Agreement, which may include components to recover capital, operation, maintenance, record keeping and reporting, replacement costs, and any increased costs from any necessitated purchase of supplemental power. The amount of "fair compensation" shall also include reasonable credits for any offsetting benefits for the use of the conveyance system. Notwithstanding the foregoing, the "fair compensation" charged to Rosedale shall not exceed the normal and customary charges by the Agencies to each other, if any, for the use of the facilities and services that are incurred or performed to accommodate operations under this Agreement. The Agencies shall not charge Rosedale for any amount in addition to the "fair compensation" to comply with Water Code sections 1810-1815.
- 7. Onyx Project Site Visits. Any Party can visit the Onyx Project site to visualize Project operations and verify conditions. Site visits that require access to private property shall be requested via email at least two (2) business days in advance. Each Party shall bear its own costs of sending staff for a site visit.
- 8. No Injury. Rosedale agrees that the Onyx Project, and this Agreement, will not cause or result in injury to any legal user of Isabella Reservoir storage or Kern River water and will not unreasonably affect fish, wildlife, recreation or other instream beneficial uses, and Rosedale will take appropriate measures to avoid injury to any such persons or entities. Without limiting the generality of the foregoing, Rosedale agrees that it will only move Onyx Project water pursuant to this Agreement at times when all of the Agencies have determined, in their sole and complete discretion, that the following conditions are satisfied: (i) One or more of the Agencies participating with Rosedale has storage space available in Isabella Reservoir pursuant to existing agreements; (ii) the movement of Onyx Project water will generate additional Kern River water in the requested amount from the South Fork entering Isabella Reservoir and flowing downstream of Isabella Dam and into the Kern River channel; and (iii) the movement of Onyx Project water is consistent with all existing agreements of the Parties affecting the use of Kern River water or available banking facilities, and the City's existing operations and procedures for the use of the Kern River channel. The Parties agree to an "Interim Operations Report Period" of five (5) years. During the Interim Operations Report Period, by the end of the first week of October each year, Rosedale will prepare and deliver to the Agencies and the Watermaster, an Annual Report detailing Rosedale's operation of the Onyx Project hereunder; the Annual Report shall include an evaluation of whether the methodology specified in Exhibit B (including the Exhibits referenced in Exhibit B) of this Agreement requires reasonable revision(s) to insure the "No injury" requirements are being satisfied. Rosedale will thereafter provide periodic reports as a majority of the Parties agree.

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- 9. Indemnification. Rosedale agrees to defend, indemnify and hold harmless, the Watermaster and each of the Agencies executing this Agreement, and their respective officers, directors, councilmembers, agents, servants, and employees, against any and all liability, claims, actions, causes of action or demands of others whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Rosedale or Rosedale's directors, officers, employees or agents, in connection with this Agreement and the Onyx Project pursuant to the terms and provisions of this Agreement, whether or not caused in part by a party indemnified hereunder.
- 10. Release; Waiver: Except for the obligations and rights set forth in this Agreement, each Party hereby releases and discharges each of the other Parties, the Watermaster and their respective officers, members, representatives, officials, affiliates, directors, employees, agents, and successors and assigns, from any and all costs, expenses, or damages arising out of, or in connection with prior operations of the Onyx Project or in the prior litigation between the parties alleging (i) violations of CEQA by Rosedale in its approval of the Onyx Project (Santa Clara County Superior Court Case No. 23CV413574 and related cases) ("CEQA Litigation") (ii) Declaratory and Injunctive Relief (Santa Clara County Superior Court Case No. 23CV413563). Rosedale hereby waives any claims for costs, attorneys' fees or any other form of renumeration arising or recoverable from the Agencies or any additional Party to this Agreement).
- 11. **Board Approval.** The Parties have discussed this Agreement with their respective Boards (or Council) and counsel and understand its terms and implications. Each Board or Council has either approved this Agreement or authorized its approval by the applicable signatory below.
- 12. Execution. This Agreement may be signed in counterparts by one or more of the Parties and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all Parties. For the purpose of executing this Agreement, an electronic, facsimile, or other copy of a signature shall have the same force and effect as the original.

[SIGNATURES ON FOLLOWING PAGE]

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City Manager

| ROSEDALE-RIO BRAVO WATER STORAGE<br>DISTRICT  | CITY OF BAKERSFIELD                  |
|---|--------------------------------------|
| By: Dan Bartel  | By: Maren Lon                        |
| Name (Print): Dan Bartel  | Name (Print): Karen Goh              |
| Title: Engineer-Manager   | Title: Mayor                         |
| Date: 7/7/2025  | Date:                                |
| KERN DELTA WATER DISTRICT   | NORTH KERN WATER STORAGE<br>DISTRICT |
| By: Docutional by:  | By: Diccessioned by:                 |
| Name (Print): Steven Teglia   | Name (Print): David Hampton          |
| Title: General Manager  | Title: General Manager               |
| Date: 7/8/2025  | Date: 7/7/2025                       |
| CITY OF BAKERSFIELD APPROVED AS TO CONTENT: WATER RESOURCES DEPARTMENT  By: Daniel Maldonado Assistant Water Resources Director |                                      |
| APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney   |                                      |
| By: Matthew Collom Deputy City Attorney I   |                                      |
| COUNTERSIGNED:  |                                      |

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CONTRACTOR

#### **Exhibit A**

#### PARTIES & PARTY REPRESENTATIVES

| IARTIES & IARTI                               | REIRESENTATIVES                               |
|---|---|
| CITY OF BAKERSFIELD                           | NORTH KERN WATER STORAGE                      |
| Contact Name: Kris Budak                      | DISTRICT                                      |
| Email: kbudak@bakersfieldcity.us              | Contact Name: David Hampton                   |
| Phone: 661-326-3715                           | Email: dhampton@northkernwsd.com              |
| Mailing Address: 1000 Buena Vista Road        | Phone: 661-393-2696                           |
| Bakersfield, CA 93311                         | Mailing Address: PO Box 81435                 |
| Counsel Name: Colin Pearce                    | Bakersfield, CA 93380                         |
| Email: CLPearce@duanemorris.com               | Counsel Name: Alan Doud                       |
| Phone: 415 957 3015                           | Email: adoud@youngwooldridge.com              |
| Mailing Address: One Market Plaza, Suite 2200 | Phone: 661-327-9661                           |
| San Francisco, CA 94105                       | Mailing Address: 10800 Stockdale Hwy, Ste 202 |
|   | Bakersfield, CA 93311                         |
| KERN DELTA WATER DISTRICT                     |   |
| Contact Name: Steven Teglia                   |   |
| Email: Steven@kerndelta.org                   |   |
| Phone: 661-834-4656                           |   |
| Mailing Address: 501 Taft Highway             |   |
| Bakersfield, CA 93307                         | *   |
| Counsel Name: Richard Iger                    |   |
| Email: Richard@kerndelta.org                  |   |
| Phone: 661-834-4656                           |   |
| Mailing Address: 501 Taft Highway             |   |

# ROSEDALE RIO-BRAVO WATER STORAGE DISTRICT

Contact Name: Dan Bartel Email: dbartel@rrbwsd.com Phone: 661-589-6045

Mailing Address: 849 Allen Road

Bakersfield, CA 93314

Bakersfield, CA 93307

Counsel Name: Jennifer Spaletta Email: <u>Jennifer.spaletta@stoel.com</u>

Phone: 916-319-4652

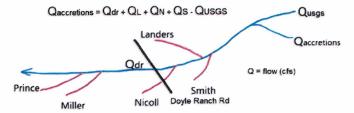
Mailing Address: 500 Capitol Mall, Suite 1600

Sacramento, CA 95814

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#### Exhibit B

- Step 1: Determine if precipitation has precluded irrigation by others in South Fork Valley. If not, proceed to Step 2.
- Step 2: Reference flow at the South Fork USGS Onyx Gage (SF Kern R NR Onyx Ca-11189500) from <a href="https://waterdata.usgs.gov/monitoring-location/11189500">https://waterdata.usgs.gov/monitoring-location/11189500</a> . If USGS Onyx Gage flow is equal to or greater than 10 cfs, proceed to Step 3.
- Step 3: Determine Total Flow of South Fork by adding system accretions to the USGS Onyx Gage flow. RRBWSD will manually stream gage the South Fork at a measurable section near Doyle Ranch Road to calculate accretions weekly, conditions permitting. RRBWSD will use the calculated accretions to determine Total Flow, which is used to determine allocations of South Fork flow to South Fork right holders, until RRBWSD collects the next set of measurements and revises the accretion calculations. In calculating accretions, RRBWSD will account for any flows diverted at the Smith, Landers and Nicoll ditches which are located in between the USGS Gage and the Doyle Ranch Road measurement location.



- Step 4: Determine Available Flow to Project by using the Allocation Table attached as Exhibit C or the Historic Irrigation Demand table attached as Exhibit D. The Available Flow to the Project is the lesser of the two methods. Note that when the Allocation Table is controlling, the Available Flow may be adjusted upward or downward to account for diversions by the other South Fork right holders being higher or lower than their allocated amounts in the table.
- Step 5: Determine Net Redirected Flow<sup>1</sup> for the Project by deducting RRBWSD surface and/or groundwater irrigation deliveries from the Available Flow for the Project.
- Step 6: Weekly, using Spreadsheet entitled "2023-01-13 No Injury Factor with low flow cut off.xls", attached as Exhibit E, RRBWSD will update the "Adjusted % of Redirected into Isabella" expected to reach Isabella Reservoir given the current California Department of Water Resources Bulletin 120 April-Jul Kern River Forecast (from <a href="https://cdec.water.ca.gov/snow/bulletin120/index.html">https://cdec.water.ca.gov/snow/bulletin120/index.html</a>), the Model Generated percentage, and the Forecast Uncertainty Safety Factor. The No-Injury Factor for the week will be equal to 100 minus the Adjusted % of Redirected Flow from the Exhibit E spreadsheet.
- Step 7: Apply the Adjusted % of Redirected into Isabella to the Net Redirected Flow to get the amount of RRBWSD Project Water flowing in the South Fork Kern River where the South Fork Kern River enters Isabella Reservoir.

<sup>&</sup>lt;sup>2</sup> % of Redirected Flow curve and resulting equation will be adjusted annually with model updates per Exhibit F.



<sup>&</sup>lt;sup>1</sup> RRBWSD has agreed to cap the Net Redirected Flow at 14,000 A/F per calendar year.

Exhibit C

[1] [2] [3] [4] [5] [6]

South Fork Kern River Allocation Table (cfs) Available Flow d/s of Branson/Baily RRBWSD RRBWSD Nicoli 2.9 2.9 USGS Haf/NC/Prince (2/3 Smith) 6.6 (Onyx-Boone+1/3 Smith) (Boone) 29.3 28.3 3.0 6.6 6.6 6.6 6.6 6.6 6.6 27.3 26.3 26.3 26.3 26.3 26.3 3.0 3.0 2.9 2.9 3.0 2.9 2.9 2.9 2.9 2.9 2.9 3.0 2.0 26.3 26.3 26.3 26.3 26.3 25.3 24.3 23.3 22.3 3 10.3 3 25.2 25.2 25.2 25.2 25.2 25.2 24.2 23.2 22.2 21.2 20.2 19.2 2.9 19.0 18.0 17.0 16.0 2.9 2.9 2.9 2.9 2.9 2.9 2.9 2.5 2.0 1.5 1.0 0.5 3.9 8 3.3 2.6 2.0 1.3 0.7 4.4 4.0 3.7 3.3 3.0 2.0 7654321

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# **Exhibit D**HISTORIC IRRIGATION DEMAND IN CFS

|           | January   | 19 |
|-----------|-----------|----|
|           | February  | 23 |
|           | March     | 35 |
|           | April     | 37 |
|           | May       | 43 |
|           | June      | 43 |
|           | July      | 43 |
|           | August    | 31 |
|           | September | 26 |
| 79.16     | October   | 26 |
|           | November  | 21 |
| 2 4 4 4 4 | December  | 21 |

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Exhibit E

#### **No-Injury Factor Calculation**

https://cdec.water.ca.gov/snow/bulletin120/index.html

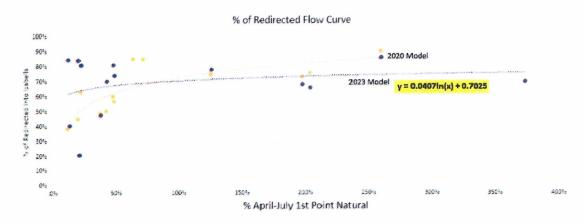
|           | B120 April-July KR | % of<br>Redirected<br>into Isabella<br>(Model | Forecast<br>Uncertaint<br>y Safety | Adjusted % of Redirected | No-Injury          |
|-----------|--------------------|---|------------------------------------|--------------------------|--------------------|
| 2023*     | Forecast           | Generated)                                    | Factor                             | into Isabella            | Factor             |
| [a]       | [b]                | [c]   | [d]                                | [e]                      | [f]                |
|           |                    | = 0.0407ln(b)                                 |                                    |                          |                    |
|           | From B120 website  | + 0.7025                                      | fixed                              | [e] = [c] + [d]          | [f] = 100% - [e]   |
| Jan       | 25%                | 64.6%   |                                    | 64.6%                    | 35.4%              |
| 1-Feb     | 25%                | 64.6%   |                                    | 64.6%                    | 35.4%              |
| 9-Feb     | 187%               | 72.8%   | -12.0%                             | 60.8%                    | 39.2%              |
| 16-Feb    | 176%               | 72.6%   | -10.5%                             | 62.1%                    | 37. <del>9</del> % |
| 23-Feb    | 206%               | 73.2%   | -9.0%                              | 64.2%                    | 35.8%              |
| 8-Mar     | 262%               | 74.2%   | -7.5%                              | 66.7%                    | 33.3%              |
| 17-Mar    | 351%               | 75.4%   | -6.0%                              | 69.4%                    | 30.6%              |
| 23-Mar    | 398%               | 75.9%   | -4.5%                              | 71.4%                    | 28.6%              |
| 31-Mar    | 422%               | 76.1%   | -3.0%                              | 73.1%                    | 26.9%              |
| 14-Apr    | 27%                | 64.9%   | -1.5%                              | 63,4%                    | 36.6%              |
| 14-Apr    | 429%               | 76.2%   | 0.0%                               | 76.2%                    | 23.8%              |
| 20-Apr    | 426%               | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 27-Apr    | 424%               | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 1-May     | 42496              | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 11-May    | 424%               | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 17-May    | 422%               | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 25-May    | 422%               | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 2-Jun     | 41796              | 76.1%   |                                    | 76.1%                    | 23.9%              |
| 15-Jun    | 396%               | 75.9%   |                                    | 75.9%                    | 24.196             |
| 22-Jun    | 382%               | 75.7%   |                                    | 75.7%                    | 24.3%              |
| 29-Jun    | 382%               | 75.7%   |                                    | 75.7%                    | 24.3%              |
| July      | 382%               | 75.7%   |                                    | 75.7%                    | 24.3%              |
| August    | 374%               | 75.6%   |                                    | 75.6%                    | 24.4%              |
| September | 374%               | 75.6%   |                                    | 75.6%                    | 24.4%              |
| October   | 374%               | 75.6%   |                                    | 75.6%                    | 24.4%              |
| November  | 374%               | 75.6%   |                                    | 75.6%                    | 24.4%              |
| December  | 374%               | 75.6%   |                                    | 75.6%                    | 24,496             |

2023

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<sup>\*</sup>Date forecast received

#### Exhibit F



% of Redirected
Flow selection
process
Find DWR B120 KR April July Median Forecast at https://cdec.water.ca.gov/snow/bulletin120/index.html

1 Jan-Mid Feb Factor based on prior year final % April July KR and prior year % of Redirected Flow Curve

2 Each October-January update and calibrate groundwater model and plot updated % of Redirected Flow Curve through prior September

3 Each Mid Feb - Mid April apply a weekly potential forecast Uncertainty Safety Factor of -12% on starting Feb 16 step down to 0% by April 1 forecast

3 Mid Feb-Mid June update % of Redirected Flow Factor weekly based on updated Curve and DWR B120 KR April-July Median Forecast

Mid June-August update % of Redircted Flow Factor weekly based on updated Curve and final DWR D120 KR April-July Median Forecast

5 Sept-Mid Feb update % of Redirected Flow Factor weekly based on updated Curve and final KR April-July Actual

|                  |   |                                      | The state of                 | 1                        |                            | units in AF          |                               |                    |                               |                                 |                      |
|------------------|---|--------------------------------------|------------------------------|--------------------------|----------------------------|----------------------|-------------------------------|--------------------|-------------------------------|---------------------------------|----------------------|
|                  | % of Normal April-July<br>Natural Flow @ 1st<br>Point | % of Normal<br>Jan-Dec<br>South Fork | *Redirected towards Isabella | Surface<br>Project Water | Underflow Project<br>Water | *Total Project Water | % of Redirected into Isabella | % No Injury Factor | Project<br>Water per<br>Curve | Filling Losses<br>(Jan.Nov Dec) | Net Project<br>Water |
| 2008             | 125 7 10  |                                      |                              | 10.457                   |                            | <b>BENEFIT</b>       |                               | 5%                 |                               |                                 |                      |
| 2009             | 52, 100   | 34.70                                |                              | 122.461                  |                            | FELS ME HIS          | STATE OF STATE OF             | 100                |                               |                                 |                      |
| 2010             | 126%  | 135%                                 | 15.098                       | 11.745                   |                            | 11,745               | 78%                           | 22%                | 10.748                        | (608)                           | 10,140               |
| 2011             | 204%  | 248%                                 | 18.720                       | 12 236                   |                            | 12.236               | 65%                           | 35%                | 13.694                        | 0                               | 13,694               |
| 2012             | 38%   | 33%                                  | 9.477                        | 4 510                    |                            | 4,510                | 48%                           | 52%                | 6 284                         | (944)                           | 5,340                |
| 2013             | 22%   | 16%                                  | 8.046                        | 6 535                    |                            | 6.535                | 81%                           | 19%                | 5 156                         | (812)                           | 4,344                |
| 2014             | 20%   | 12%                                  | 6.630                        | 5.574                    |                            | 5.574                | 84%                           | 16%                | 4 223                         | (723)                           | 3,501                |
| 2015             | 12%   | 8%                                   | 3.307                        | 2791                     |                            | 2.791                | 84%                           | 16%                | 2 038                         | (460)                           | 1.578                |
| 2016             | 48%   | 20%                                  | 8.705                        | 7 064                    |                            | 7.064                | 81%                           | 19%                | 5 855                         | (600)                           | 5,255                |
| 2017             | 260%  | 355%                                 | 17 756                       | 15 230                   |                            | 15,230               | 86%                           | 14%                | 13.164                        | 0                               | 13.164               |
| 2018             | 49%   | 35%                                  | 12.347                       | 9.117                    |                            | 9.117                | 74%                           | 26%                | 8.315                         | (880)                           | 7.435                |
| 2019             | 198%  | 262%                                 | 16 689                       | 11 300                   |                            | 11.300               | 68%                           | 32%                | 12 188                        | (252)                           | 11,936               |
| 2020             | 43%   | 53%                                  | 11.509                       | 8 062                    |                            | 8,062                | 70%                           | 30%                | 7 690                         | (1351)                          | 6.339                |
| 2021             | 13%   | 14%                                  | 7.237                        | 2.926                    |                            | 2.926                | 40%                           | 60%                | 4 483                         | (1351)                          | 3,133                |
| 2022             | 21%   | 12%                                  | 4.378                        | 919                      |                            | 919                  | 21%                           | 79%                | 2 797                         | (1351)                          | 1,447                |
| 2023             | 374%  | 444%                                 | 8.462                        | 5.896                    |                            | 5.897                | 70%                           | 30%                | 6.399                         | (1351)                          | 5.048                |
| Average 2010-202 |   |                                      | 10,597                       | 7,422                    |                            | 7,422                |                               |                    | 7,360                         | (763)                           | 6,597                |
|                  | *Based on Harde                                       | er Updated 202                       | 3 Model                      |                          |                            | Low age Marinal .    | 244                           | F 12.              |                               |                                 |                      |

2023 Model = 70% 30%

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Exhibit G - Sample Watermaster Accounting Sheets

| 6                                      |            |              |                               | 1                  | 1      |        |          |         | - 45    | 10      |        |        | _          | 9       | -       | 17       | 2 :     | £ 4     | 2 4     |         | 60      | 92      | 2       | 2 2        | 22         | 3 2     | 38      | 1 90    | 27      | 28      | 82         | 2                       | 1               | 1    |
|--|------------|--------------|-------------------------------|--------------------|--------|--------|----------|---------|---------|---------|--------|--------|------------|---------|---------|----------|---------|---------|---------|---------|---------|---------|---------|------------|------------|---------|---------|---------|---------|---------|------------|-------------------------|-----------------|------|
| 100                                    |            |              |                               | V DAY              |        | •      |          | ,       | - 141   | 1       | _      | 40     | COS.       |         | -       | -        |         |         | 1       |         |         | •       |         | ~ 1        |            | 3 66    |         | 15      |         |         | N          | 20                      | 1               |      |
| PAGE 1 of 6                            |            |              | KERN                          | WFLOW              | 0      | 0      | 0 (      |         | , ,     | 0       | 0      | 0      | 0          | 0       | 0       | 0        |         | > 0     | 0       |         | 0       | 0       | -       | 0          |            |         |         | 9       |         | 0       | 0          | 0                       | 2               |      |
|  | TWICE      | TOM          | FRANT.                        | KERN               |        | •      | 0        |         | 0       | 0       | 0      | 0      | 0          | 0       | •       | 0        | > <     |         | 0       |         | 0       | 0       | •       | 0 0        |            | , 0     | 0       |         | 0       | 0       | 0          | 0                       | 0               | ,    |
| petou                                  | SECOND POW | GROUP FLOW   | MERIN FRANK                   | RIVER              | 30     | 33     | 2 4      | , 6     | 92      | 20      | 91     | ¥      | 13         | 12      | £ 4     | m :      | = 9     | 2       | 63      | 92      | 20      | #       | 98      | 92         | 0 0        | 83      | 92      | 5       | 96      | S       | 85         | 8                       | 1,637           | 1836 |
| cept where                             |            | TOTAL        | SECOND                        | POWT               | 36     | E :    | 0        |         | , qu    | 20      | 10     | 7      | 13         | 12      | £ 4     | <b>3</b> | T. T.   | 75      | 2       | 85      | 85      | Z       | 90      | 38         | 2 70       | 8       | 82      | i i     | 8       | 83      | 83         | 06                      | 1 837           |      |
| Ouanities in S.F.D. except where noted |            | KERN         | *                             | .055               | 10     | ~ .    | - 0      | e cts   | m       | GB .    | 12     | =      |            | 9,      |         | 0 0      |         | , 0     | -       | 9       | 10      | 60      | 6       | <b>.</b> u |            | . 60    | 10      | 9       | 10      | 6       | on on      | cn                      | 260             |      |
| Ouantities                             |            |              |                               |                    |        |        | - 6      |         |         | 0       |        | -      | -          |         |         |          |         | . ~     |         |         |         | 4       |         |            |            |         | 2       | 7       | de      |         | 7          |                         |                 | 111  |
|  |            | STORAL       | D. (20,114)                   | PRICATION          | 17 623 | 17,660 | 17.72    | 17,940  | 18.103  | 18,340  | 18,598 | 18,884 | 19,204     | 19,567  | 19,883  | 20.02    | 20,312  | 20 344  | 20,430  | 20,430  | 20,446  | 20,434  | 20,417  | 20,426     | 20 586     | 20 658  | 20,702  | 20,707  | 20,689  | 20,713  | 20,767     | 20.784                  | 20.784          |      |
|  |            | MEAN STORAGE | = 15,218 3.F.D. (06,104 ACFT) | TOTAL              | 32.841 | 32 878 | 32 MM    | 33,158  | 33 321  | 33,558  | 33,816 | 34,102 | 34,422     | 34,786  | 35,34   | 35 470   | 35.530  | 35.562  | 35,848  | 35,648  | 35,684  | 35,652  | 35 635  | 38 707     | 35804      | 35.878  | 35,920  | 35 925  | 35,807  | 35,831  | 35,985     | 35,002                  | 71.409          | â    |
|  |            | COMPUTED     |                               | FLOW               | 467    | 190    | 2 2      | 528     | 563     | 630     | 921    | 679    | 700        | 757     | A94     | 100      | 4       | 463     | 493     | 410     | 429     | 403     | 629     | 8 8        | 200        | 486     | 464     | 446     | 442     | 481     | 514        | 460                     | 31 045          |      |
| APRIL 2022                             | CHANGE IN  | PEGULATED    | FLOW-RRBWSD                   | ONYX PILOT PROJECT | 100    |        | 528      | 454     | 604     | 630     | 858    | 269    | 685        | 718     | 548     | 150      | 403     | 629     | 357     | 492     | 381     | 415     | 450     | 25         | 495        | 490     | 470     | 424     | 441     | 457     | 543        | 000                     | 31 345          |      |
|  |            | RABASO       | DWY FILD!                     | PROJECT            |        |        | 2 9      | 17      | 17      |         | ep :   | \$2 t  | <b>9</b> 4 | 9       |         |          | 15      | 9.      | 46      | 13      | 2       | 2 :     | 200     | 2 12       | 2          | 2       | .5      | 14      | 13      | =       | 27 :       | 447                     | 847             |      |
|  |            | FIRST POINT  | REGULATED                     | 400                | Ans    | 417    | 410      | 386     | 394     | 385     |        | 376    | 200        | 388     | 378     | 380      | 392     | 421     | 402     | 986     | 786     | \$ 5    | 440     | 428        | <b>707</b> | 408     | 406     | 428     | 442     | 444     | **         | 33 68                   | 24.110          |      |
|  |            | FLOW         | ABOVE                         | ISI FOINT          | i i    | 5 50   | to<br>to | 20      | 4       | ē i     | 2      | 0      | 2 9        | 1       | 15      | 10       | 18      | 15      | =       | z       | 9 ;     | 2 :     | 18      | 44         | 34         | 15      | 15      | ¥       | 11      | 2       | <b>*</b> : | 483                     | 216             |      |
| RMASTER                                |            | FLOW         | AT 1ST                        | 393                | 168    | 405    | 395      | 346     | 380     | 370     | 370    | 9 5    | 25.        | 375     | 364     | 345      | 376     | 405     | 388     | 385     | 381     | 999     | ATA     | 117        | 380        | 38.     | 391     | 412     | 425     | 420     | 9 63       | 14 603                  | 23 193          |      |
| WATE                                   |            |              | 440                           | 16                 | 20     | 8      | 25       | 92      | 2       | 22      | 8 8    | 7 .    | 5 8        | 2 2     | 61      | 2        | 92      | 36      | 20      | u       | 2 1     | 3 %     | 22      | 1          | 21         | 24      | 59      | 28      | 5       | 27      | 20 %       | 78.3                    | 1,514           |      |
| RIVER                                  |            | RESERVOIR    | STORAGE                       | 32.841             | 17 873 | 32.020 | 33,029   | 33,108  | 33.312  | 33,549  | 20,802 | 24 100 | 24 775     | 35.206  | 35,372  | 35,456   | 35,455  | 35 653  | 35 603  | 35,685  | 35,653  | 35,033  | 35.619  | 35,718     | 35,802     | 35,685  | 35 935  |         |         |         | 35 985     |                         |                 |      |
| E KERN                                 |            | 02           | MIDWIGHT STOR                 | 65.140             |        |        |          |         | -       |         | 67 049 |        |            |         |         |          |         | -1      |         |         | 70,716  |         | 1       |            | 71,017     |         | -1      |         |         |         | 71.375     | FOOT DAY                | 7               |      |
| REPORT OF THE KERN RIVER WATERMASTER   |            | SABELLA      | ELEVATION I                   |                    | ı      |        |          | 2537.20 | 2537 33 | 2537.48 |        |        | 2538.22    | 2538.51 | 2538.61 | 2538.66  | 2538 66 | 2538.78 | 2538.75 | 2538.80 | 2538 78 | 2538 78 | 2538 76 | 2538.82    | 2538.87    | 2538 92 | 2538.95 | 2538.94 | 2538.93 | 2538.93 | 2538.98    | TOTAL SPECIND FOOT DAYS | TOTAL ACRE-FEET |      |
| REPOR                                  |            |              | DAY EL                        | 15                 | -      | 2 2    | 6        | 4 2     | 5       |         |        | 0 0    | 30 05      |         | 12 2    | 13 2     | 14 2    | 15 2    |         |         | 2 0     | 20 20   |         |            |            |         | 1       |         |         |         | 20 20      | TOTAL                   | TOTAL           |      |

Page 13 of 14 Onyx Project Coordination Agreement

| POF          | REPORT OF THE KERN RIVER WATERMASTER | RIVER | WATERMA | ISTER       |                         |          |  |                             |             | Quantities in | S.F.D. ex   | Quantities in S.F.D. except where noted  | Design           | PAGE 5 of 6                  | 5 0 6   |
|--------------|--------------------------------------|-------|---------|-------------|-------------------------|----------|--|-----------------------------|-------------|---------------|-------------|--|------------------|------------------------------|---------|
|              |                                      |       |         | ROSEDAL     | E- RIO BRAW             | WATER ST | APRIL 2022<br>ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT ONYX RANCH COOPERATIVE AGREEMENT PILOT PROJECT | APRIL 2022<br>CT CNYX RANCH | COOPERATIVE | AGREEMENT     | PILOT PR    | MECT   |                  |                              |         |
|              |                                      |       |         | CALCIA      | CALCULATED PROJECT PLOW | WO.P.    |  |                             |             |               |             |  |                  |                              |         |
|              |                                      |       | TOTAL   | altoss FLOW |                         | NET FLOW |  | 3                           | MOL         |               |             |  |                  |                              |         |
| 2 2          | USGS. SF                             |       | SF OWYX | RHBWAD      | ND INJURY               | PROJECT  | ONDEMED  | ABOVE 1ST                   | 1ST POINT   | MUCAMBER      | 1           | Units in   | RINEWSD          | CALENDAR VEAR<br>SD NOINJIRY | RRBWSD  |
| Previous Day |                                      |       | 0       | newset ieu  | REMOCRION               | WATER    | FOR 1ST POINT  | POWIT                       | DIVERSIONS  | RECNARGE      | DAY         | Ach  | REDIRECTED       | REDUCTION                    | PROJECT |
|              | 69                                   | -     | 808     | 17.6        | 409                     | 13.51    |  | 0                           |             |               | 1.          | -  |                  |                              |         |
|              | 46                                   |       | 26      | 20 45       | 607                     | 16.36    | 7  |                             | . 5         | > 4           | - 0         | To Delta   |                  | 0 (                          |         |
|              | 987                                  | -     | 8       | 25 52       | **                      | 17.52    | 92   |                             | 9           | · œ           |             | EEDDIADV   |                  |                              |         |
| *            | , 89                                 | 7     | 1 55    | 35 %        | **                      | 17.56    | 11   | 0                           | 0           |               | . =         | - Transport  |                  |                              | 9 0     |
|              | 88                                   | 0     | 57.8    | 218         | 4.36                    | 17 44    | 17   | 0                           | 11          |               | e set       | MARCH  |                  |                              |         |
| 4            | 48.2 B                               | 15    | W.7     | 22.34       | 10                      | 16 34    | 17   | 0                           | 4.          | 2             | 9           | The state of the s |                  |                              | 9 0     |
| 4            |                                      | 9     | 561     | 18 GB       | 4                       | 14 98    | 16   | 0                           | 8.          |               |             | APRIL  | 1089             | 224                          | 878     |
| 4            |                                      | 9     | 875     | 24.04       | LCS .                   | 19 04    | 2  | 0                           | th          |               | 10          |  | 1099             | 224                          | 875     |
| *            | 43.2 B                               | 40    |         | 22.81       | ue?                     | 15.61    | 19   | 8                           | 12          | ,.            | ı to        | MAY  | 0                | 0                            | 0       |
| 1            |                                      | -     | 200     | 502         | 4,1                     | 164      | 9.   | 0                           | .2          | £             | 10          |  | o                |                              |         |
| *            |                                      | 40    | 40.3    | 2104        | 4 208                   | 18 632   | 22   | 0                           | ŧū.         | 0             | 1:          | JUNE   | 0                |                              |         |
|              |                                      | 504   | 43 64   | 19 07       | 3814                    | 15 236   | 11   | EL                          |             | 0             | 12          |  |                  |                              |         |
|              |                                      | 204   | 41 44   | 19 23       | 3 846                   | 15 394   | 15   | 13                          | 2           | 0             | 13          | JULY   | 0                |                              | , 0     |
| 9 1          |                                      | 204   | 39.34   | 19 88       | -                       | 15.88    | 15   | 9.0                         | 11          |               | 2           |  | a                |                              |         |
| 1            | 200                                  | 8 2   | 200     | 2/8.        | 3 746                   | 14 992   | 10   | 13                          |             | 0             | 15          | AUGUST   | 0                | 0                            | 0       |
|              |                                      | ****  | 500     | 10 to       | 3368                    | 13 472   | 5  | 13                          | 2           | 0             | 16          |  | 0                | 0                            | 0       |
| , ,          |                                      | \$ 6  | 5 2     | 16 62       | 3.254                   | 13.298   | 2  | 12                          | -           | B             | 11          | SEPTEMBER  | 6                | 0                            | 0       |
| N F          |                                      |       | 1 1     | 14.97       |                         | 187      | 13   | 2                           |             | 9             | 18          |  | 0                | 0                            | 0       |
|              |                                      | , ,   | 9 00    | 1940        | 2000                    | 12.376   | 2  | Ç.                          | 0           | ø             | 18          | OCTOBER  | 0                | 0                            | 0       |
| 1            | 772 7                                | 1     | 32.6    | 20.00       | 3 263                   | 13.50    | 12   | 12                          | 0           | 0             | 20          |  | 0                | 0                            | 0       |
| 2            |                                      | 7.5   | 344     | 1677        | 3.354                   | 13.410   | 2 5  | 2 5                         |             |               | F 4         | NOVEMBER   | 0                | 0                            | 6       |
| 2            |                                      | 7.2   | 35.8    | 18 02       | -                       | 100      | . e.   | 2 2                         |             | ,             | 3 8         | Acres and  | 0                | 0                            |         |
| N            | 7 752                                | 72    | 34.5    | \$1 81      | 3628                    | 14 504   | 41   | 4                           |             |               | 2 2         | New Company  |                  |                              | 9 (     |
| 2            | 7 7 7                                | 2     | 35.3    | 17.97       | -                       | 13.87    | 16   | 2                           |             | • 0           | <b>1</b> 18 | rear   |                  | 0                            | 0       |
| 20           |                                      | 5.26  | N N     | 15 62       | 3 164                   | 12 656   | 14   | 2                           | -           | 0             | 1           | Notes:   | Day 1: RRSWSD D. | D MOT DIVERT ANY W           | NER     |
|              |                                      | 5.50  | 32 48   | 17 03       | 3406                    | 13 624   | ēt.  | 13                          | 0           | 5             | 23          |  | THROUGH ISABEL   | THROUGH ISABELLA DAM         |         |
|              |                                      | 229   | 31 66   | 1486        |                         | 99 :     | 16   | 13                          | -           |               | <b>R</b>    |  |                  |                              |         |
| ris          | 192                                  | 25    | 30 38   | 男子          | •                       | 11 36    | 12   | 12                          | 0           |               | 18          |  |                  |                              |         |
|              | 27                                   | 5.76  | 29.26   | 15.45       | 3 092                   | 12 368   | 11   |                             | 0           |               | i 8         |  |                  |                              |         |
| ×            |                                      | 98,   | 502.    | 554         | 113                     | (4)      | 427  | 另                           | 164         | 23            |             |  |                  |                              |         |
| N            | 2007                                 | 272   | 2478    | -           |                         | -        |  |                             |             |               |             |  |                  |                              |         |

Page 14 of 14 Onyx Project Coordination Agreement





849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

August 12th, 2025

Board of Directors Rosedale-Rio Bravo Water Storage District 849 Allen Road Bakersfield, CA 93314

### Improvement Projects

#### McCaslin / Bowling Well Drilling and Equipping:

Final costs for the McCaslin/Bowling Well construction management have been received as well as the invoicing through July on the design work for the pond layout of McCaslin North and the Dillard property.

(Complete) Pipeline CM \$43,000 paid of the approved \$50,000 proposal (Complete) Well Project CM \$143,000 of the approved \$180,000 proposal \$57,400 of the approved \$128,500 proposal

#### **SCADA Projects:**

District staff have applied for and been approved for the GOES (Geostationary Operational Environmental Satellites) satellite network, which is typically only reserved for exclusive groups of government entities. The benefit of being part of this GOES system are quite substantial to the District, as it allows monitoring sites in remote areas where cell phone service is unavailable. The GOES system utilizes satellites rather than radios or cellular devices to transmit data, and what USGS uses to monitor flow rates in the South Fork. District staff are currently working to set up remote monitoring site with an estimated cost of \$10,000 - \$15,000. District staff is looking to eventually replace all 3 of these monitoring sites saving an approximately hour of staff time per day plus fuel cost. First system had been ordered and expecting delivery in early October.

The pump station alarm system has been an issue for Operations Manager since it was constructed. Programmer has been working on and off to fix those issues and make general operation and maintenance of the pump station more user friendly. Our new alarm and callout page can be seen on the following pages.

#### **West Superior Weir Reconstruction**

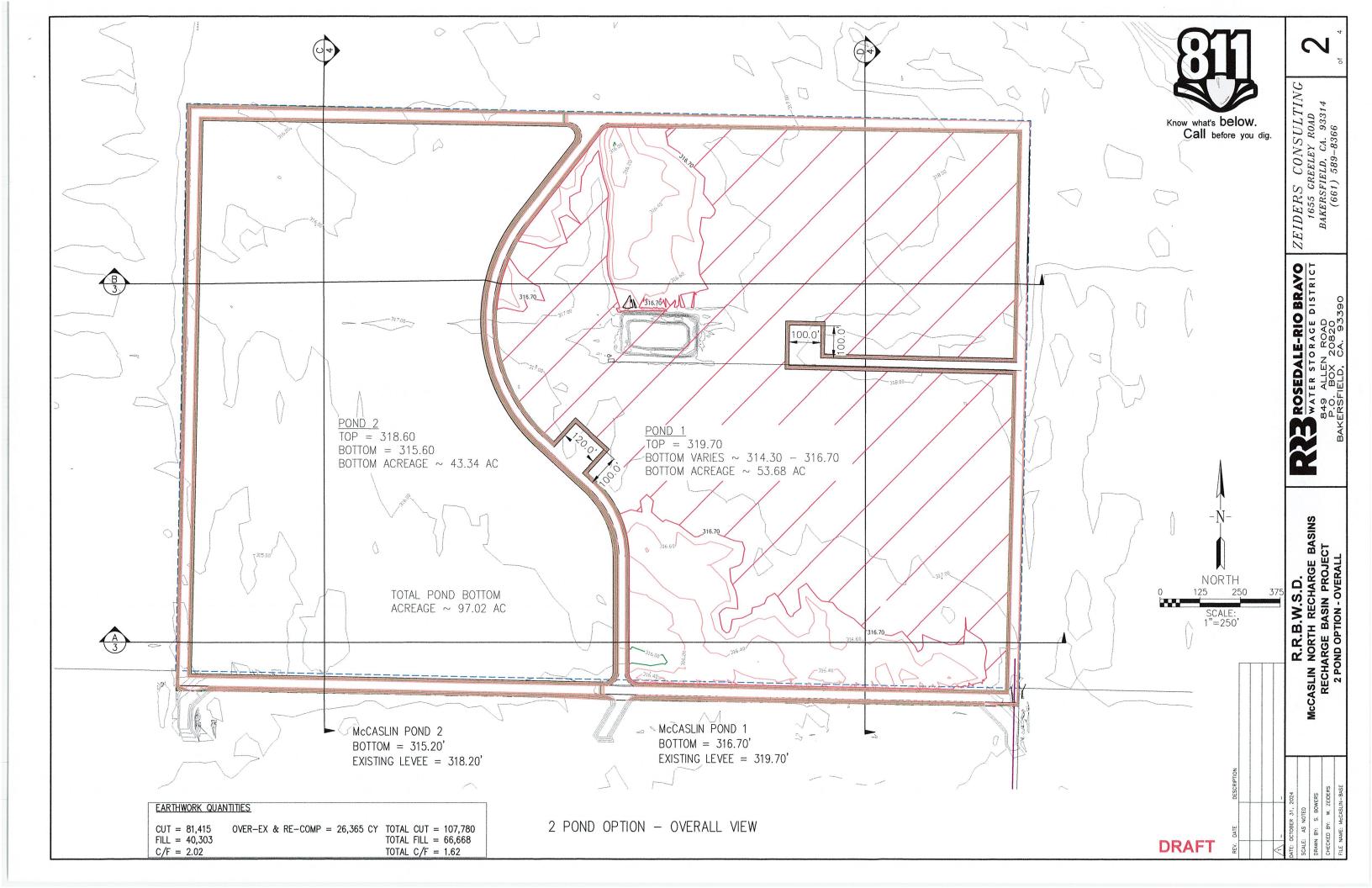
Retrofit of the superior weir structure – Weir structure west of Superior Rd. and east of Enos Hwy. Staff has removed the boards and cleaned the structure to make a plan for the retrofit. West superior weir is not a critical measuring point within the Goose Lake Channel so modifications will be made to hold an upstream water surface and allow an

approximate 200 cfs to flow through (see picture). The District is looking to retrofit the two middle bays with sluice gates. Cost of gates are approximately \$12,000 each, and District staff will be ordering two to go across the two middle bays of the West Superior Weir. District staff will bring ratification of the gates to the September board meeting.

**Recommendation:** The Board ratify the purchase of 2 fabricated slide gates from Fresno Valve and Casting for West Superior weir structure in the amount of \$22,860.



Figure 1 Existing West Superior Weir



#### QUOTATION



#### Fresno Valves and Castings, Inc

PO Box 40

7736 E Springfield Ave, Selma, CA 93662 Ph: (559) 834-2511 Fx: (559) 834-4821

QUOTATION #: FVC250714 114153 1 DATE CREATED: Jul 14, 2025 - 11:41 AM DATE PRINTED: Jul 24 2025 - 02:32 PM

TO: Rosedale-Rio Bravo Water Storage District - ATTN: Markus Nygren

|      | PROJECT        | LEAD TIME  | SHIPPING                 | G TERMS  |         | BILLING       | TERMS                |
|------|----------------|--|--------------------------|----------|---------|---------------|----------------------|
| West | Superior Weir  | 10 Weeks After DWG Approval  | FOB Selma, CA/Pre-P      | ay & Add |         | Net 30 Days   |                      |
| ITM# |                | DESCRIPTION  |                          | QTY(EA)  | WT(LBS) | PRICE(\$)     | EXTND'D<br>PRICE(\$) |
| 1    | Stem w/Stem Co | Gate, HR A36, 55" Wide x 84" High w/144" F<br>ver, 3-Sided J-Seal, With Gear Lift, Left Wall<br>nt Flush, Top Wall Mount, Seating Head 7.5 | Mount, Right Wall Mount, | 2        | 1420    | 11,430.00     | 22,860.00            |
|      |                |  |                          |          |         | TOTAL<br>(\$) | 22,860.00            |

<sup>\*</sup> This quote was prepared With Limited Benefit of Project Plans and Specifications. Should any modifications be required to the quoted materials or design of the items contained in this quote based upon the subsequent receipt of plans, specifications or other such Project information, Fresno Valves & Castings reserves the right to modify this quotation to reflect any such additional material or design costs. In the event that such plans, specifications or other such product information is not obtained until after the customer has placed an order for the items as originally quoted, Fresno Valves & Castings reserves the right to amend and/or cancel the customer's purchase order to reflect the product and pricing changes required to meet Project plans and specifications.

Quotation prepared by:

To accept this quotation, sign here and return:

Rich Korbe (richJK@fresnovalves.com)

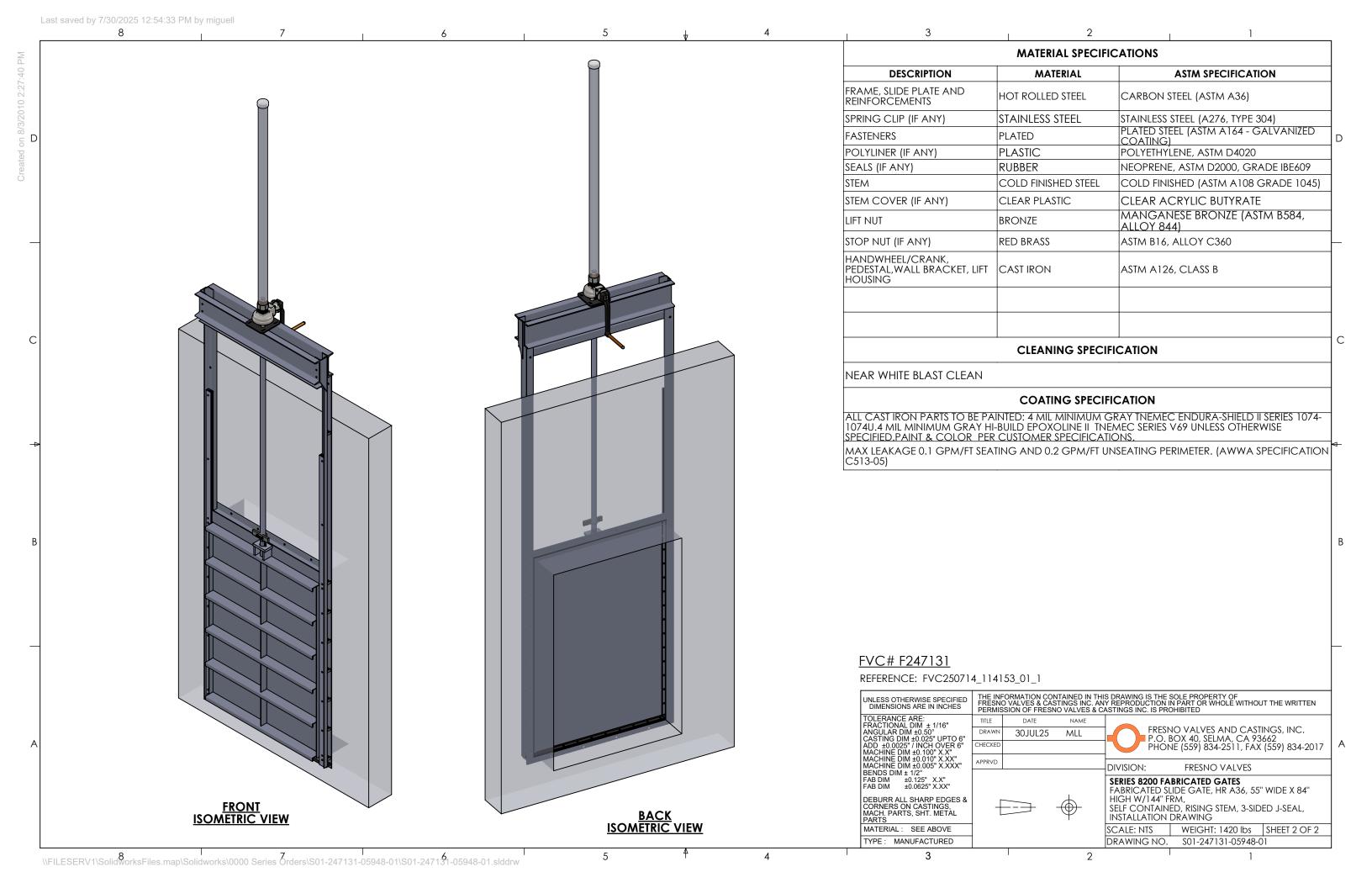
1. Quote is valid only to addressee stated above.

2. Quote is valid for period of 60 days or for a shorter period if, at any time, FVC provides written notice of withdrawal of this quotation.

- 3. Ordering of nonstandard materials and manufacturing of gates will occur only after receipts of approved submittal drawing by FVC from customer or authorized representative.

  4. Orders cancelled after receipt of order are subject to a cancellation fee equal to 150 percent of the materials, labor and overhead incurred to date in the manufacture of order items.
- 5. This quotation is limited to the specific items quoted above and in the configuration of the items quoted above. FVC does not assume responsibility to supply additional items included in
- the related project that are not quoted above or for variances between quoted configurations and project plans and specifications.
- 6. FVC provides a one year warranty on materials and workmanship for all gate products manufactured by FVC. A copy of FVCs warranty will be provided to customer upon FVCs receipt and approval of customer order. Warranty of other product supplied by FVC is limited to the warranty provided by such other manufacturer.
- 7. Quotation is based on the assumption that purchase order terms and conditions are substantially equal to FVCs established terms and condition of sale. If, in the opinion of FVC, purchase order terms and conditions are sufficiently different than FVCs terms and conditions of sale, FVC reserves the right to amend the purchase order terms and conditions or reject the purchase order.

<sup>\*</sup> This quote was not necessarily prepared to meet the material and fabrication requirements of (ARRA/Buy America) or any other such similar Act. If the items included in this quote must meet the standards of ARRA/Buy America or any other such similar act, please notify us and a separate quotation will be prepared for your review and consideration.





849 Allen Road Bakersfield, CA 93314 (661) 589-6045 www.rrbwsd.com

August 12, 2025

To: Rosedale-Rio Bravo Water Storage District Board of Directors

Agenda Item: 8a.

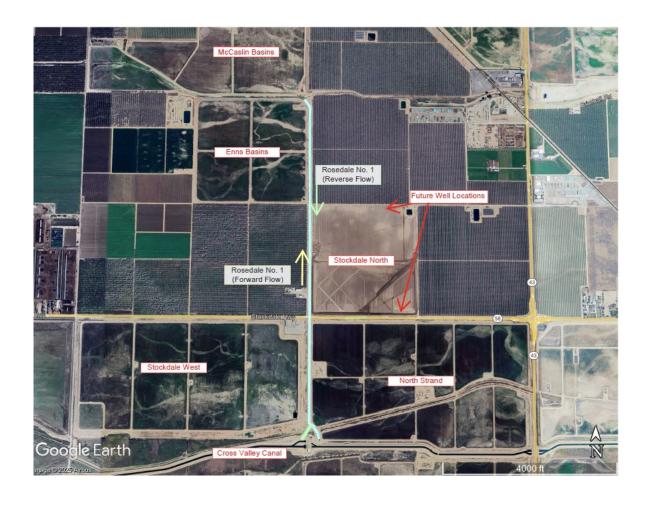
From: Dan Bartel

**Re:** Rosedale 1 Improvements

**Discussion:** Stockdale North is in need of developing reverse flow in the Rosedale No. 1 Channel to facilitate banking returns to the CVC. See map below for location of existing projects in relation to the Rosedale No. 1 Channel. The Channel delivers water to recharge areas through two gates directly east of Pumping Plant No. 2 on the Cross Valle Canal (CVC). And recovers well water back into the CVC west of Pumping Plant No. 2. The Rosedale No 1 Channel is relatively flat which allows it to flow both directions relying on gravity without the additional use of pumps. To finish the Kern Fan Project a hydraulic study was performed on Rosedale 1 to analyze what current capacity is available in both directions. The effort was to not only identify maximum flowrates in each direction but look at economical solutions to increase those capacities for future scaling of the recharge and recovery. Last month a Tech Memo was presented on the various options. Adding a 60" Culvert under Stockdale Hwy and increasing the size of the channel between the highway and the CVC would increase the capacity of 132/31 cfs (forward/reverse) to 284/145 cfs which is greater than the 250/80 cfs goal. The Board also favored constructing the facilities directly. The Board could also opt to phase construction performing the channel portion first which increases flow by 30/83 cfs.

#### **Recommendation:**

Authorize staff to execute a Task Order with Zeiders Consulting for up to \$108,020 for the preparation of plans, specifications, and bid documents and enter into a special activities agreement with the GBJPA to perform design and construction efforts.



#### Rosedale 1 Hydraulic Analysis

|                   | Forward | Reverse | Increase Forward | Increase Reverse | Cost            | \$/cfs Forward | \$/ | cfs Reverse |
|-------------------|---------|---------|------------------|------------------|-----------------|----------------|-----|-------------|
| Existing          | 132     | 31      |                  |                  |                 |                |     |             |
| Raise North Banks | 132     | 100     | 0                | 69               | \$<br>851,100   | #DIV/0!        | \$  | 12,335      |
| 60" Crossing      | 193     | 33      | 61               | 2                | \$<br>1,099,100 | \$ 18,018      | \$  | 549,550     |
| Lower South Canal | 162     | 114     | 30               | 83               | \$<br>1,737,000 | \$ 57,900      | \$  | 20,928      |
| Raise North Banks |         |         |                  |                  |                 |                |     |             |
| and Lower South   | 162     | 155     | 30               | 124              | \$<br>2,588,100 | \$ 86,270      | \$  | 20,872      |
| 60" Crossing and  |         |         |                  |                  |                 |                |     |             |
| Lower South       | 284     | 145     | 152              | 114              | \$<br>2,836,100 | \$ 18,659      | \$  | 24,878      |
| All Options       | 284     | 163     | 152              | 132              | \$<br>3,687,200 | \$ 24,258      | \$  | 27,933      |
| Goal              | 250     | 80      | 118              | 49               |                 |                |     |             |
| Enns              | 50      | 18      |                  |                  |                 |                |     |             |
| WB                | 75      | 18      |                  |                  |                 |                |     |             |
| McCaslin          | 75      | 18      |                  |                  |                 |                |     |             |
| Stockdale North   | 0       | 12      |                  |                  |                 |                |     |             |
| Other             | 50      | 12      |                  |                  |                 |                |     |             |
| Total             | 250     | 78      |                  |                  |                 |                |     |             |

#### **ZEIDERS CONSULTING**

#### 1655 Greeley Road, Bakersfield, CA 93314

Cell (661) 332-5535, Phone (661) 589-8366, Fax (661) 589-8902, Email wzeiders@zeidersconsulting.com

July 31, 2025

Mr. Dan Bartel General Manager Groundwater Banking Joint Powers Authority 849 Allen Road Bakersfield, CA 93302

The following Task Order defines a Scope of Services and Budget for Professional Engineering Services for Plans, Specifications and Bidding for the Groundwater Banking Joint Powers Authority related to the "Kern Fan Groundwater Project – Design Services for the enlargement of the RRBWSD West Intake Canal South of Stockdale Highway and the Stockdale Highway Crossing.

#### **Scope of Services**

Zeiders Consulting proposes to provide professional services – as directed by Dan Bartel for the preparation of plans and specifications for the demolition/modification of the existing and enlargement of the concrete lined West Intake Canal between Stockdale Highway and the connection to the Cross Valley Canal Turnout and the modification/enlargement of the Stockdale highway crossing with a target of 250 cfs forward flow and 80 cfs reverse flow.

The anticipated services are expected to include:

- 1. Additional Surveying needed to augment survey done for hydraulics analysis for canal and crossing redesign.
- 2. Underground utility research and USA ticket research for existing underground impediments.
- 3. Value engineering of the canal section south of Stockdale highway to optimize canal section for desired flow and cost benefits.
- 4. Design of canal section south of Stockdale Highway.
- Determine requirements and constraints for adding an additional casing/carrier pipe under Stockdale Highway. Determine type of bore/jack or open cut alternatives for crossing installation and their cost effectiveness.
- 6. Value Engineering for crossing enlargement.
- 7. Design of crossing.
- 8. Design headwall and transition structures between expanded crossing and canal sections on both sides of Stockdale Highway.
- 9. Design transitions from new canal section to diversion into RCP serving CVC Reach 2 Canal and to connect to the CVC West Intake diversion.
- 10. Provide Plans, Specifications and Bid Documents for canal and crossing improvements.
- 11. Provide bidding support as needed including Prebid meeting, RFI replies, coordination with Project Manager, etc.
- 12. Participate in discussions, meetings, etc. as required.

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Cell (661) 332-5535, Phone (661) 589-8366, Fax (661) 589-8902, Email wzeiders@zeidersconsulting.com

#### **Budget**

The budget for this Task Order is **\$108,020**. Billing for all work completed under this Task Order will be on a "rate sheet" basis (per the rate sheets attached). The budget would not be exceeded without prior written authorization from the GBJPA.

| <u>Authorization</u>                       |       |
|--|-------|
| Authorized by:                             |       |
| Groundwater Banking Joint Power Authority  |       |
| Ву:  | Date: |
| Accepted by:                               |       |
| William Zeiders - PE<br>Zeiders Consulting |       |
| Bv:  | Date: |

#### **Zeiders Consulting**

1655 Greeley Rd. Bakersfield, CA. 93314 Office (661) 589-8366 Cell (661) 332-5535 Fax (661) 589-8902 wzeiders@zeidersconsulting.com

#### **Hourly Rate Schedule**

Effective January 1, 2025

#### **ENGINEERING**

|  | Standard Rate     |
|--|-------------------|
| Principal Civil Engineer               | \$175.00 per hour |
| Structural Engineer                    | \$215.00 per hour |
| Electrical Engineer                    | \$235.00 per hour |
| Civil Engineer                         | \$145.00 per hour |
| Project Engineer                       | \$135.00 per hour |
| EIT                                    | \$120.00 per hour |
| Field Technician (Non-Prevailing Wage) | \$120.00 per hour |
| Technician II/Designer-Drafter         | \$120.00 per hour |
| Technician I                           | \$110.00 per hour |
| Clerical                               | \$80.00 per hour  |
|  |                   |
| Mileage                                | \$0.80 per mile   |
| Color Plot                             | \$20.00 per each  |

#### **SURVEYING & PREVAILING WAGE RATES**

Quoted upon request

Black & White Plot

SUBSISTENCE (For overnight stays)

Varies per area motel and meal costs

\$15.00 per each

The above rates include normal office and field materials. Fees, permits, printing services, monuments, title work, and special rented equipment will be charged at cost plus 15%. Outside services charged out at cost plus 15%. Prevailing Wage Rates quoted upon request.

Out of town rates or daily rates can be negotiated on a per project basis.

# GBJPA - West Intake Imrovements ZC Time Estimate

|                                  | 2nd Culvert Crossing at Stockd  | ale Highway                           |                                |                             |
|----------------------------------|---|---------------------------------------|--------------------------------|-----------------------------|
| Item/Task                        | Notes   | Principal<br>Engineer Hours<br>(Bill) | Civil Engineer<br>Hours (Wade) | Drafter Hours<br>(Joe/Seth) |
| Correspondence                   | Finalizing the design, method of crossing across Stockdale will most likely require several meetings or discussions with the District, contractors, and CalTrans. | 24                                    | 24                             | 0                           |
| Design Pipe Crossing             | Determine final grades, types, and quantities of pipes.   | 8                                     | 12                             | 4                           |
| Design Headwall<br>Modifications | Determine final grades and dimensions of new headwalls either side of Stockdale.  | 12                                    | 12                             | 12                          |
| Draft Pipe Crossing              | Drafter to draw plan sheets   | 4                                     | 6                              | 24                          |
| Draft Headwall<br>Modifications  | Drafter to draw plan sheets   | 8                                     | 12                             | 36                          |
| Details, Notes, Specials         | (Split with next section)   | 6                                     | 12                             | 16                          |
| Plan/Set Prep and Finish<br>Work | Includes PDFing, printing, edits, etc. Split with next section  | 8                                     | 8                              | 12                          |
|                                  | Subtotal:   | 70                                    | 86                             | 104                         |

| Lower West Intake Canal South of Stockdale |  |                                       |                                |                             |  |  |  |  |  |  |  |
|--|--|---------------------------------------|--------------------------------|-----------------------------|--|--|--|--|--|--|--|
| Item/Task                                  | Notes  | Principal<br>Engineer Hours<br>(Bill) | Civil Engineer<br>Hours (Wade) | Drafter Hours<br>(Joe/Seth) |  |  |  |  |  |  |  |
| Additional Design                          | Per Markus' email, it appears that the District may wish to refine our current assumptions on the basis of not needing 100 cfs reverse flow to save money. | 20                                    | 24                             | 0                           |  |  |  |  |  |  |  |
| Correspondence                             | Covers meeting with District   | 16                                    | 16                             | 0                           |  |  |  |  |  |  |  |
| Design Canal Reach                         | Finalize grades and dimensions; Build corridor model.  | 8                                     | 8                              | 0                           |  |  |  |  |  |  |  |
| Design New CVC Turnout<br>Connection       | Finalize layout and dimensions for tie-in to over-pour at CVC turnout  | 6                                     | 12                             | 0                           |  |  |  |  |  |  |  |
| Design New Inlet @<br>Stockdale            | Finalize layout and dimensions for new inlet structure at Stockdale  | 8                                     | 12                             | 0                           |  |  |  |  |  |  |  |
| Draft Canal Reach                          | Drafter to draw plan sheets  | 8                                     | 12                             | 60                          |  |  |  |  |  |  |  |
| Draft New CVC Turnout<br>Connection        | Drafter to draw plan sheets  | 6                                     | 6                              | 24                          |  |  |  |  |  |  |  |
| Draft New Inlet @<br>Stockdale             | Drafter to draw plan sheets  | 6                                     | 8                              | 16                          |  |  |  |  |  |  |  |
| Details, Notes, Specials                   | (Split with previous section)  | 8                                     | 8                              | 16                          |  |  |  |  |  |  |  |
| Plan/Set Prep and Finish<br>Work           | Includes PDFing, printing, edits, etc. Split with previous section.  | 6                                     | 8                              | 24                          |  |  |  |  |  |  |  |
|  | Subtotal:  | 92                                    | 114                            | 140                         |  |  |  |  |  |  |  |

# GBJPA - West Intake Imrovements ZC Time Estimate

| Bid Preparation and Management  |   |                                       |                                |                             |  |  |  |  |  |  |  |
|---------------------------------|---|---------------------------------------|--------------------------------|-----------------------------|--|--|--|--|--|--|--|
| Item/Task                       | Notes   | Principal<br>Engineer Hours<br>(Bill) | Civil Engineer<br>Hours (Wade) | Drafter Hours<br>(Joe/Seth) |  |  |  |  |  |  |  |
| Bid Docs Preparation            | Front end docs, bid schedule, descriptions, etc.  | 16                                    | 24                             | 0                           |  |  |  |  |  |  |  |
| Specifications                  | Sections E,F,G,etc.   | 8                                     | 12                             | 4                           |  |  |  |  |  |  |  |
| Pre-bid Meeting and Job<br>Walk | Assumes 4 hours for travel and meeting  | 4                                     | 4                              | 0                           |  |  |  |  |  |  |  |
| RFI and Bid Management          | Assumes 1 hour per day correspondence and records keeping for 4 week bidding time.                  | 8                                     | 16                             | 0                           |  |  |  |  |  |  |  |
| Bid Opening                     | Assumes 4 hours for travel and meeting, and additional 8 hours for correspondence and bid abstract. | 8                                     | 12                             | 0                           |  |  |  |  |  |  |  |
|                                 | Subtotal:   | 44                                    | 68                             | 4                           |  |  |  |  |  |  |  |

| Grand Total (Hours):                |    | 206       | 268             | 248 |            |  |  |
|-------------------------------------|----|-----------|-----------------|-----|------------|--|--|
| Rates:                              | \$ | 175.00    | \$<br>145.00    | \$  | 120.00     |  |  |
| Cost:                               | \$ | 36,050.00 | \$<br>38,860.00 | \$  | 29,760.00  |  |  |
| Grand Total (Cost):                 | \$ |           |                 |     | 104,670.00 |  |  |
| Mileage                             |    | 200.00    | \$<br>0.80      | \$  | 360.00     |  |  |
| Subtotal                            |    |           |                 | \$  | 105,030.00 |  |  |
| Surveying                           | \$ | 2,600.00  | 15%             | \$  | 2,990.00   |  |  |
| <b>Zeiders Consulting Estimate:</b> |    |           |                 | •   | 108,020.00 |  |  |



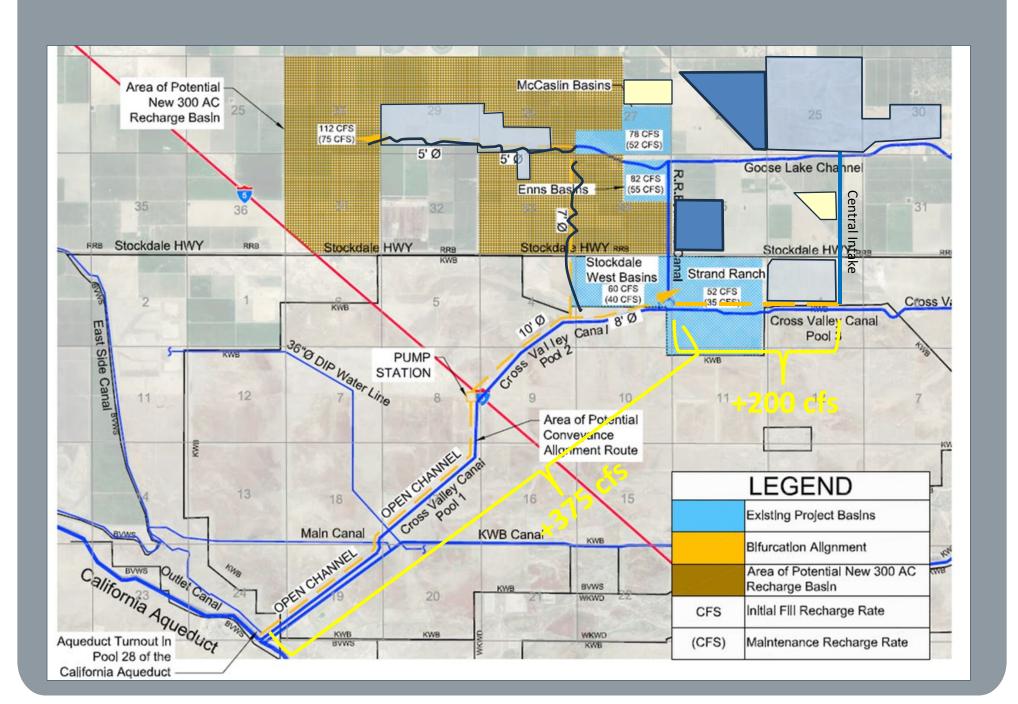
**South Valley Project** 



# PROJECT TEAM

### **GBJPA = Groundwater Banking Joint Powers Authority**

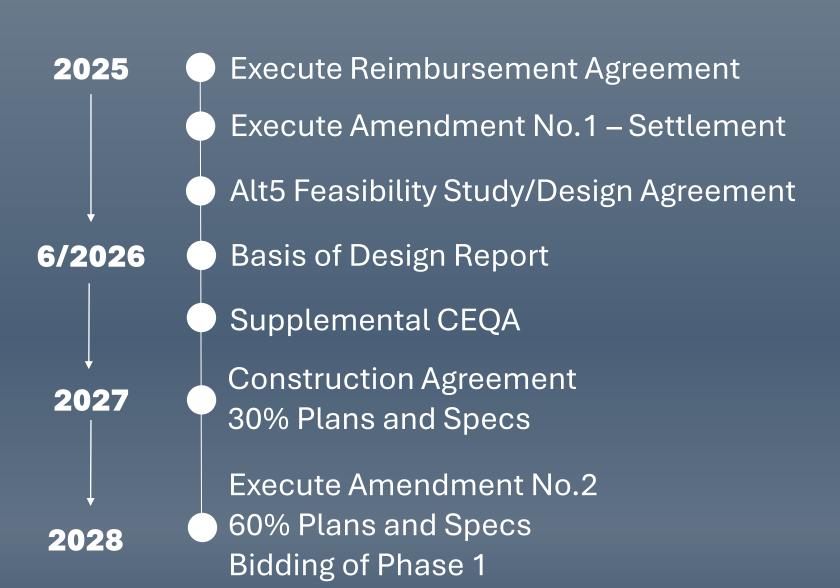
- Dan Bartel, GBJPA GM, Engineering and Construction
- Fiona Sanchez, GBJPA PM, Contracts, Permits, Grants
- Trent Taylor, RRBWSD, Contracts
- Curtis Skaggs, Engineering and Construction Project Manager
- Joe Long, Stantec, Conveyance Team
- Wayne Dahl, Conveyance Team
- Meyer Engineering, Recharge Team
- Zeiders Consulting, Recovery Team
- Dr. Howes, CVC Consultant
- Kristin Pittack, Rincon, CEQA



| KF Projec | ct   | GBJPA Project Costs |          |     |                       |             |                        |              |                    |           |                           |               |                        |              |
|-----------|--|---------------------|----------|-----|-----------------------|-------------|------------------------|--------------|--------------------|-----------|---------------------------|---------------|------------------------|--------------|
|           | Budget Item Description  | \$/Unit             | Unit     | QTY | Total Project<br>Cost |             | Non-Federal<br>Funding |              | Federal<br>Funding |           | Projected Project<br>Cost |               | Budget to<br>Projected |              |
|           | Contractual / Con  | struction**         |          |     |                       |             |                        |              |                    |           |                           |               |                        |              |
| a         | Land Acquisition   | 8,995,398           | LS       | 1   | \$8                   | ,995,398.00 | \$                     | 8,995,398.00 | \$                 | -         | \$                        | 8,995,398.00  | \$                     | -            |
| b         | Well Drilling  | 1,173,973           | LS       | 4   | \$                    | 4,695,890   | \$                     | 3,141,534    | \$                 | 1,554,356 | \$                        | 2,348,661.00  | \$                     | 2,347,229.47 |
| С         | Well Equipping   | 1,411,968           | LS       | 4   | \$                    | 5,647,873   | \$                     | 3,778,408    | \$                 | 1,869,465 | \$                        | 3,166,060.00  | \$                     | 2,481,813.00 |
| d         | Conveyance   | 7,323,113           | LS       | 1   | \$                    | 7,323,113   | \$                     | 4,899,138    | \$                 | 2,423,975 | \$                        | 5,152,931.90  | \$                     | 2,170,180.60 |
| е         | Recharge Ponds   | 12,706              | Ac.      | 360 | \$                    | 4,454,140   | \$                     | 2,979,805    | \$                 | 1,474,335 | \$                        | 3,167,885.53  | \$                     | 1,286,254.47 |
| f         | SCADA and PLC<br>Programming   | 406,000             | LS       | 1   | \$                    | 406,000     | \$                     | 271,613      | \$                 | 134,387   | \$                        | 150,000.00    | \$                     | 256,000.00   |
| g         | Environmental studies,<br>surveys, groundwater<br>impact analysis, and<br>biological education | 130,000             | LS       | 1   | \$                    | 130,000     | \$                     | 86,970       | \$                 | 43,030    | \$                        | 166,239.43    | \$                     | (36,239.43)  |
| h         | Engineering Design   | 1,245,000           | LS       | 1   | \$                    | 1,245,000   | \$                     | 832,901      | \$                 | 412,099   | \$                        | 579,208.15    | \$                     | 665,791.85   |
| i         | Construction Management & Inspection   | 1,500,000           | LS       | 1   | \$                    | 1,500,000   | \$                     | 1,003,495    | \$                 | 496,505   | \$                        | 244,689.68    | \$                     | 1,255,310.32 |
| j         | Communication Design   | 250,000             | LS       | 1   | \$                    | 200,000     | \$                     | 133,799      | \$                 | 66,201    | \$                        | 75,000.00     | \$                     | 125,000.00   |
|           |  |                     | tal Fund | ing | \$                    | 34,597,414  | \$                     | 26,123,061   | \$                 | 8,474,353 | \$                        | 24,046,074    | \$                     | 10,551,340   |
|           |  |                     |          |     |                       |             |                        |              |                    |           | \$                        | 18,034,555.27 |                        |              |
|           |  |                     |          |     |                       |             |                        |              |                    |           | \$                        | 10,551,340    |                        |              |

| _                       |                           |               |              | -                     |           |             |               |         |               |             | -                   |
|-------------------------|---------------------------|---------------|--------------|-----------------------|-----------|-------------|---------------|---------|---------------|-------------|---------------------|
| RRBWSD Project Recharge |                           | Ponds         |              |                       | Operating | Operating   | Operating     | Filling |               |             |                     |
| No.                     | Location                  | Facility Type | Wetted Acres | Infiltration (ft/day) | CFS       | CFS by Area | 525           |         | CFS by Area   | Status      | 40 Acre Subdivision |
| 12                      | West Superior             | Basins        | 240          | 0.6                   | 73        |             |               | 109     |               | Complete    | M,L,K,J,N,P,Q,R     |
| 13                      | Kaufer                    | Basins        | 219          | 0.6                   | 66        |             |               | 100     |               | Complete    | D,C,B,A,E,F,G,H     |
| 37                      | West Enos                 | Basin         | 174          | 0.62                  | 54        |             |               | 82      |               | Complete    | F,G,H,K,J,R         |
| 14                      | Superior to Enos          | Channel       | 38           | 0.6                   | 12        | 205         | 183           | 17      | 308           | Complete    |                     |
| 15                      | Enos to Martin Weir       | Channel       | 10           | 0.6                   | 3         |             |               | 5       |               | Complete    |                     |
| 16                      | Martin Weir to Mayer Pond | Channel       | 3            | 0.6                   | 1         |             |               | 1       |               | Complete    |                     |
| 36                      | McCaslin                  | Basin         | 172          | 0.62                  | 54        |             |               | 81      |               | Complete    |                     |
| 17                      | Enns                      | Basins        | 130          | 0.62                  | 41        |             |               | 61      |               | Complete    | A,B,G,H             |
| 18                      | Mayer                     | Basin         | 32           | 0.62                  | 10        | 109         | 75            | 15      | 163           | Complete    | N,P                 |
| 19                      | WB-1A                     | Basin         | 21           | 0.53                  | 6         |             |               | 8       |               | Complete    | M,L,K,N,P,Q         |
| 20                      | WB-1B                     | Basin         | 27           | 0.53                  | . 7       |             |               | 11      |               | Complete    | M,L,K,N,P,Q         |
| 21                      | WB-1C (Shakir)            | Basin         | 20           | 0.53                  | 5         |             |               | 8       |               | Complete    | C,D                 |
| 22                      | WB-2                      | Basin         | 40           | 0.53                  | 11        |             |               | 16      |               | Complete    | M,L,K,N,P,Q         |
| 23                      | WB-3                      | Basin         | 45           | 0.53                  | 12        |             |               | 18      |               | Complete    | M,L,K,N,P,Q         |
| 24                      | WB-3N                     | Basin         | 26           | 0.53                  | . 7       |             |               | 10      |               | Complete    | M,L,K,J,N,P,Q,R     |
| 25                      | WB-4A                     | Basin         | 16           | 0.53                  | 4         |             |               | 6       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 26                      | WB-4B                     | Basin         | 12           | 0.53                  | 3         |             |               | 5       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 27                      | Blacco-1                  | Basin         | 25           | 0.53                  | . 7       |             |               | 10      |               | Complete    | M,L,K,J,N,P,Q,R     |
| 28                      | Blacco-2                  | Basin         | 21           | 0.53                  | 6         |             |               | 8       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 29                      | Blacco-3                  | Basin         | 18           | 0.53                  | . 5       |             |               | 7       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 30                      | Mayer to End WB-1B        | Channel       | 4            | 0.53                  | . 1       |             |               | 2       |               | Complete    |                     |
| 31                      | WB-2 to Bussell           | Channel       | 2            | 0.53                  | . 1       |             |               | 1       |               | Complete    |                     |
| 32                      | Bussell to End WB-3N      | Channel       | 3            | 0.53                  | 1         | 75          | 0             | 1       | 112           | Complete    |                     |
| 33                      | Stockdale West            | Basin         | 225          | 0.18                  | 20        |             |               | 31      |               | Complete    | D,C,B,A,E,F,G,H     |
| 34                      | Strand                    | Basin         | 449          | 0.18                  | 41        |             |               | 61      |               | Complete    | all                 |
| 35                      | Stockdale East            | Basin         | 185          | 0.48                  | 45        |             |               | 67      |               | Complete    | D,C,B,A,E,F,G,H     |
| 38                      | Stockdale North           | Basin         | 125          | 0.3                   | 19        |             |               | 28      |               | Complete    | M,L,N,P             |
|                         |                           |               | 2591         | 0.62                  | 650       |             |               | 975     |               |             |                     |
|                         |                           |               |              |                       | Maintain  | IR          | RRB           | Filling |               |             |                     |
|                         |                           |               | 175          | 0.61                  | 60        |             | 90            | 90      | RRB           |             |                     |
|                         |                           |               | 471          | 0.51                  | 127       | 95          | 95            | 191     | GBJPA         |             |                     |
|                         |                           |               | 674          | 0.18                  | 61        | 92          |               | 92      | IR            |             |                     |
|                         |                           |               | 1320         |                       | 249       | 187         | 186           | 373     |               |             |                     |
|                         |                           |               |              |                       |           |             | VP Conveyance | 375     |               |             |                     |
|                         |                           |               |              |                       |           | 375         | Reach 1       | 171     | McCaslin/Enns |             |                     |
|                         |                           |               |              |                       |           | 200         | Reach 2       | 202     | Strand/Stockd | ale West/No | orth/West Enos      |

# PROJECT DEVELOPMENT GBJPA ALT 5 JOINT CONCEPT



# PROJECT DEVELOPMENT GBJPA ALT 5 JOINT CONCEPT

**July-2025** Execute Reimbursement Agreement

Alt5 Feasibility Study

June-2026 Basis of Design Report

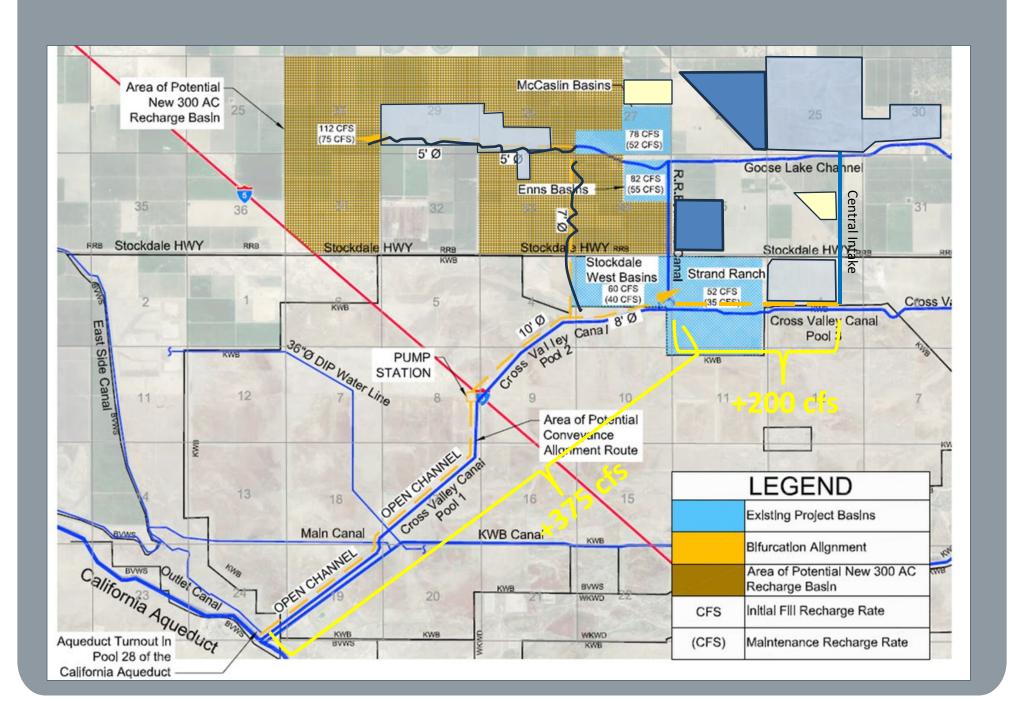


Kern Fan Project &
South Valley Project

# PROJECT TEAM

## **GBJPA = Groundwater Banking Joint Powers Authority**

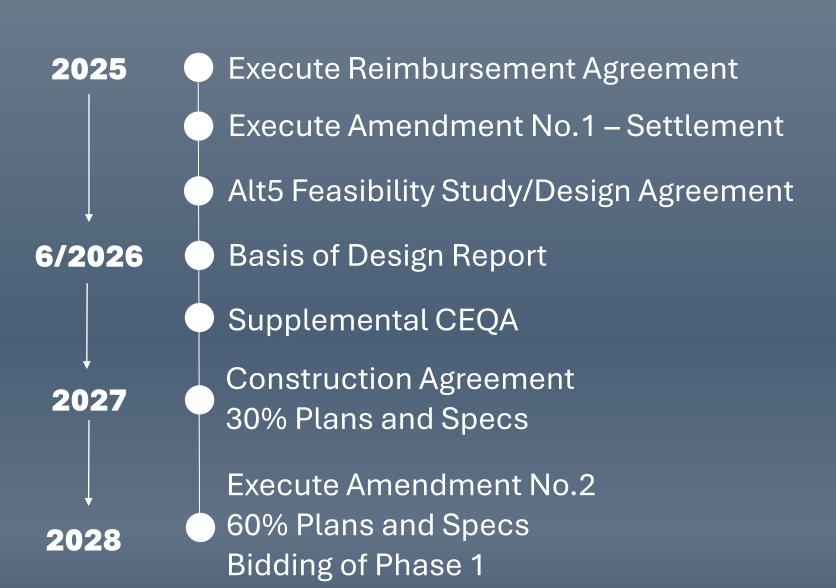
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- Meyer Engineering, Recharge Team
- Zeiders Consulting, Recovery Team
- Dr. Howes, CVC Consultant
- Kristin Pittack, Rincon, CEQA



| KF Projec | et   | GBJPA Project Costs |          |     |     |                     |     |                       |                    |     |                         |                        |
|-----------|--|---------------------|----------|-----|-----|---------------------|-----|-----------------------|--------------------|-----|-------------------------|------------------------|
|           | Budget Item Description  | \$/Unit             | Unit     | QTY | То  | tal Project<br>Cost | N   | on-Federal<br>Funding | Federal<br>Funding | Pro | ojected Project<br>Cost | Budget to<br>Projected |
|           | Contractual / Con  | struction**         |          |     |     |                     |     |                       |                    |     |                         |                        |
| a         | Land Acquisition   | 8,995,398           | LS       | 1   | \$8 | ,995,398.00         | \$8 | 3,995,398.00          | \$<br>-            | \$  | 8,995,398.00            | \$<br>-                |
| b         | Well Drilling  | 1,173,973           | LS       | 4   | \$  | 4,695,890           | \$  | 3,141,534             | \$<br>1,554,356    | \$  | 2,348,661.00            | \$<br>2,347,229.47     |
| С         | Well Equipping   | 1,411,968           | LS       | 4   | \$  | 5,647,873           | \$  | 3,778,408             | \$<br>1,869,465    | \$  | 3,166,060.00            | \$<br>2,481,813.00     |
| d         | Conveyance   | 7,323,113           | LS       | 1   | \$  | 7,323,113           | \$  | 4,899,138             | \$<br>2,423,975    | \$  | 5,152,931.90            | \$<br>2,170,180.60     |
| е         | Recharge Ponds   | 12,706              | Ac.      | 360 | \$  | 4,454,140           | \$  | 2,979,805             | \$<br>1,474,335    | \$  | 3,167,885.53            | \$<br>1,286,254.47     |
| f         | SCADA and PLC<br>Programming   | 406,000             | LS       | 1   | \$  | 406,000             | \$  | 271,613               | \$<br>134,387      | \$  | 150,000.00              | \$<br>256,000.00       |
| g         | Environmental studies,<br>surveys, groundwater<br>impact analysis, and<br>biological education | 130,000             | LS       | 1   | \$  | 130,000             | \$  | 86,970                | \$<br>43,030       | \$  | 166,239.43              | \$<br>(36,239.43)      |
| h         | Engineering Design   | 1,245,000           | LS       | 1   | \$  | 1,245,000           | \$  | 832,901               | \$<br>412,099      | \$  | 579,208.15              | \$<br>665,791.85       |
| i         | Construction Management & Inspection   | 1,500,000           | LS       | 1   | \$  | 1,500,000           | \$  | 1,003,495             | \$<br>496,505      | \$  | 244,689.68              | \$<br>1,255,310.32     |
| j         | Communication Design   | 250,000             | LS       | 1   | \$  | 200,000             | \$  | 133,799               | \$<br>66,201       | \$  | 75,000.00               | \$<br>125,000.00       |
|           |  | To                  | tal Fund | ing | \$  | 34,597,414          | \$  | 26,123,061            | \$<br>8,474,353    | \$  | 24,046,074              | \$<br>10,551,340       |
|           |  |                     |          |     |     |                     |     |                       |                    | \$  | 18,034,555.27           |                        |
|           |  |                     |          |     |     |                     |     |                       |                    | \$  | 10,551,340              |                        |

| RRE | WSD Project Recharge      | Ponds         |              |                       | Operating | Operating   | Operating     | Filling |               |             |                     |
|-----|---------------------------|---------------|--------------|-----------------------|-----------|-------------|---------------|---------|---------------|-------------|---------------------|
| No. | Location                  | Facility Type | Wetted Acres | Infiltration (ft/day) | CFS       | CFS by Area | 525           |         | CFS by Area   | Status      | 40 Acre Subdivision |
| 12  | West Superior             | Basins        | 240          | 0.6                   | 73        |             |               | 109     |               | Complete    | M,L,K,J,N,P,Q,R     |
| 13  | Kaufer                    | Basins        | 219          | 0.6                   | 66        |             |               | 100     |               | Complete    | D,C,B,A,E,F,G,H     |
| 37  | West Enos                 | Basin         | 174          | 0.62                  | 54        |             |               | 82      |               | Complete    | F,G,H,K,J,R         |
| 14  | Superior to Enos          | Channel       | 38           | 0.6                   | 12        | 205         | 183           | 17      | 308           | Complete    |                     |
| 15  | Enos to Martin Weir       | Channel       | 10           | 0.6                   | 3         |             |               | 5       |               | Complete    |                     |
| 16  | Martin Weir to Mayer Pond | Channel       | 3            | 0.6                   | 1         |             |               | 1       |               | Complete    |                     |
| 36  | McCaslin                  | Basin         | 172          | 0.62                  | 54        |             |               | 81      |               | Complete    |                     |
| 17  | Enns                      | Basins        | 130          | 0.62                  | 41        |             |               | 61      |               | Complete    | A,B,G,H             |
| 18  | Mayer                     | Basin         | 32           | 0.62                  | 10        | 109         | 75            | 15      | 163           | Complete    | N,P                 |
| 19  | WB-1A                     | Basin         | 21           | 0.53                  | 6         |             |               | 8       |               | Complete    | M,L,K,N,P,Q         |
| 20  | WB-1B                     | Basin         | 27           | 0.53                  | 7         |             |               | 11      |               | Complete    | M,L,K,N,P,Q         |
| 21  | WB-1C (Shakir)            | Basin         | 20           | 0.53                  | . 5       |             |               | 8       |               | Complete    | C,D                 |
| 22  | WB-2                      | Basin         | 40           | 0.53                  | 11        |             |               | 16      |               | Complete    | M,L,K,N,P,Q         |
| 23  | WB-3                      | Basin         | 45           | 0.53                  | 12        |             |               | 18      |               | Complete    | M,L,K,N,P,Q         |
| 24  | WB-3N                     | Basin         | 26           | 0.53                  | 7         |             |               | 10      |               | Complete    | M,L,K,J,N,P,Q,R     |
| 25  | WB-4A                     | Basin         | 16           | 0.53                  | 4         |             |               | 6       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 26  | WB-4B                     | Basin         | 12           | 0.53                  | 3         |             |               | 5       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 27  | Blacco-1                  | Basin         | 25           | 0.53                  | 7         |             |               | 10      |               | Complete    | M,L,K,J,N,P,Q,R     |
| 28  | Blacco-2                  | Basin         | 21           | 0.53                  | 6         |             |               | 8       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 29  | Blacco-3                  | Basin         | 18           | 0.53                  | 5         |             |               | 7       |               | Complete    | M,L,K,J,N,P,Q,R     |
| 30  | Mayer to End WB-1B        | Channel       | 4            | 0.53                  | 1         |             |               | 2       |               | Complete    |                     |
| 31  | WB-2 to Bussell           | Channel       | 2            | 0.53                  | 1         |             |               | 1       |               | Complete    |                     |
| 32  | Bussell to End WB-3N      | Channel       | 3            | 0.53                  | 1         | 75          | 0             | 1       | 112           | Complete    |                     |
| 33  | Stockdale West            | Basin         | 225          | 0.18                  | 20        |             |               | 31      |               | Complete    | D,C,B,A,E,F,G,H     |
| 34  | Strand                    | Basin         | 449          | 0.18                  | 41        |             |               | 61      |               | Complete    | all                 |
| 35  | Stockdale East            | Basin         | 185          | 0.48                  | 45        |             |               | 67      | _             | Complete    | D,C,B,A,E,F,G,H     |
| 38  | Stockdale North           | Basin         | 125          | 0.3                   | 19        |             |               | 28      |               | Complete    | M,L,N,P             |
|     |                           |               | 2591         | 0.62                  | 650       |             |               | 975     |               |             |                     |
|     |                           |               |              |                       | Maintain  | IR          | RRB           | Filling |               |             |                     |
|     |                           |               | 175          | 0.61                  | 60        |             | 90            | 90      | RRB           |             |                     |
|     |                           |               | 471          | 0.51                  | 127       | 95          | 95            | 191     | GBJPA         |             |                     |
|     |                           |               | 674          | 0.18                  | 61        | 92          |               | 92      | IR            |             |                     |
|     |                           |               | 1320         |                       | 249       | 187         | 186           | 373     |               |             |                     |
|     |                           |               |              |                       |           | S           | VP Conveyance | 375     |               |             |                     |
|     |                           |               |              |                       |           | 375         | Reach 1       | 171     | McCaslin/Enn  | s/Mayer     |                     |
|     |                           |               |              |                       |           | 200         | Reach 2       | 202     | Strand/Stockd | ale West/No | orth/West Enos      |

# PROJECT DEVELOPMENT GBJPA ALT 5 JOINT CONCEPT



# PROJECT DEVELOPMENT GBJPA ALT 5 JOINT CONCEPT

July-2025 Execute Reimbursement Agreement

Alt5 Feasibility Study

**June-2026** Basis of Design Report













ROSEDALE RIO BRAVO WATER STORAGE DISTRICT GROUNDWATER SUSTAINABILITY AGENCY



### **FINAL 2025 KERN SUBBASIN PLAN**

August 14, 2025

1

### **AGENDA**

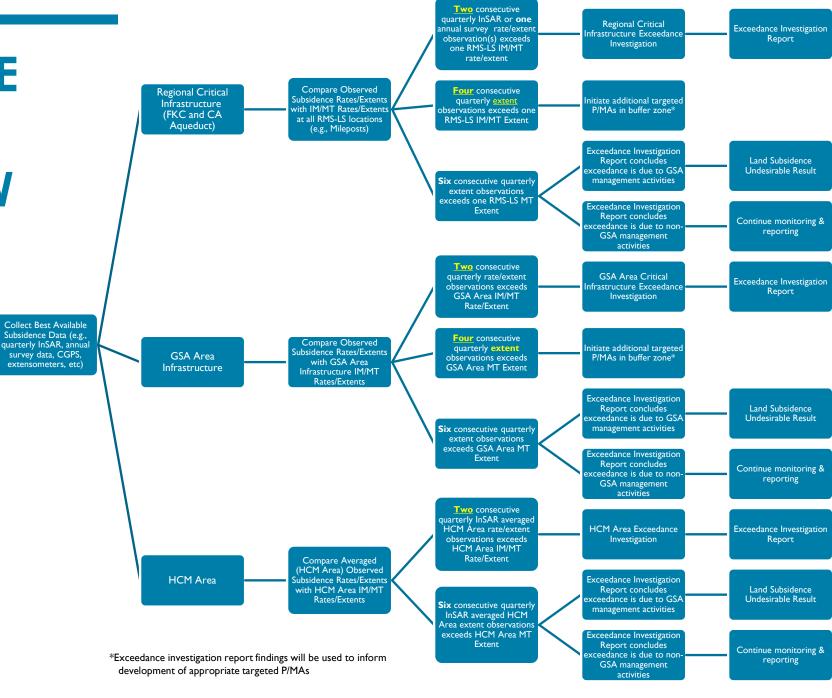
- Summary of Revisions: Draft to Final
- Implementation Updates
- Schedule Updates

- ES & Sections I 4: Introduction; Sustainability Goal; Agency Information; GSP Organization
  - Minor Editorial Changes
- **Section 5**: Description of the Plan Area
  - Section 5.6: Beneficial Use
    - Clarified well planned use/user type definitions and made consistent across GSP and Appendices
  - Section 5.10: Notice and Communication
    - Updates throughout this section regarding 2025 Plan public noticing and outreach to describe engagement activities for consistency with updated Stakeholder Communication and Engagement Plan and Community Outreach and Engagement Strategy
- Sections 6 I 0: Basin Setting; Hydrogeologic Conceptual Model; Groundwater Conditions; Water Budget; Management Areas
  - Minor editorial changes

### ■ Sections II – I3: Sustainable Management Criteria

- Section 13.1: Chronic Lowering of Groundwater Levels
  - All figures/tables and appendices updated to reflect latest MTs and MOs
  - Revised well impact analysis with latest MTs (with nominal changes)
  - Appendix I-3:Added well consolidation information
- Section 13.2: Groundwater Storage
  - Revised storage change analysis using latest MT surface
  - Clarified storage estimates provided are contextual only and UR criteria use groundwater levels as proxy
- Section 13.3: Groundwater Quality
  - Minor editorial changes (clarifying well nomenclature)
- Section 13.5: Subsidence
  - Removed hierarchy for monitoring
  - Appendix K-1 (Subsidence Action Plan): Clarified IM/MT triggers and timelines and added flow chart based on input from CASP

## SUBSIDENCE ACTION PLAN FLOW CHART



- Section 14: Projects and Management Actions
  - Updated Subbasin Figures based on minor GSA P/MA refinements
  - Updated Appendix J (GSA P/MAs) reflecting implementation progress and minor refinements
  - Clarified well user type in all relevant appendices (Appendices G and K)
- Section 15: Monitoring Network
  - Clarified subsidence monitoring network data sets and associated figures



### Appendix F-I: Stakeholder Communications and Engagement Plan

- Updated references as appropriate to 2025 Plan
- Revised introduction to reflect 2025 Plan process and incorporation of CO&ES
  - From CO&ES: Added description of gap analysis, Community Partner meetings, 2025 Community Workshops, Focus Groups and Pop-Ups, and Digital Outreach
- Removed timeline (outdated) and combined evaluation and reporting sections

### Appendix F-3: Community Outreach and Engagement Strategy

 Added a new section outlining 2025 Plan revisions in response to community feedback on water quality and mitigation concerns in coordination with SWRCB staff, e.g., expansion of monitoring network, addition of degraded water quality mitigation program track, clarification on well user types



- Appendix G-I:Well Mitigation Program, Version 2.0
  - Revised terms and references to the types of systems that are eligible for technical assistance for consistency with Health and Safety Code definitions
  - Clarified Dry Well Mitigation Track and Groundwater Quality Mitigation track for domestic wells and multi-use used for drinking water
  - Clarified Well Technical Assistance Track for Community Water Systems and State
     Small Water Systems
  - Identified potential future revisions to provide funding assistance to State Small Water systems – up to \$100,000

### **IMPLEMENTATION PROGRESS**

### Coordination Agreement

Revisions to ensure consistency with 2025 GSP

### KNDLA JPA

Revisions in response to SWRCB staff comments

### Projects and Management Actions

- CASP Coordination: Two bi-weekly meetings with CASP (7/11 & 7/25)
  - Key Takeaways commitment to ongoing data sharing and collaboration. Final 2025 GSP will be revised to clarify timelines for exceedance triggers and investigation initiation, monitoring data, among other items.
  - Subbasin has committed to collaborating with CASP on further analysis of potential causes of subsidence
- Data Gaps/RMS:Well Inventory Updates
  - Salient Updates GSAs continuing to actively work on their well inventory and submitting updates to incorporate into the Subbasin dataset
  - Focused on identifying destroyed/replaced wells
  - Integrated public supply and Kern County Public Health state-small into the well inventory
  - GSAs incorporated "known" wells without a matching record to ensure all production wells are accounted for in the final inventory

### **IMPLEMENTATION PROGRESS**

## Community Outreach & Engagement

- 5 Meetings with Community Partners (NGOs and CBOs)
- 5 Community Pop-Up Events
- 3 GSP Workshops
- Social media and website updates
- 5 Focus Groups
  - 2 with Lost Hills community members and community partners
  - I with Shafter community member and community partners
  - I with Small Growers
  - I in process of being scheduled with other community groups



### **COMMUNITY OUTREACH AND ENGAGEMENT**

Critical
Milestones
and Success
Factors



| Timeline         | Pi           | roject Goals             | Key Milestones  |
|------------------|--------------|--------------------------|---|
| March            |              |                          | Drafted and submitted CO&ES Strategy Outline to SWRCB   |
| 2025             |              |                          | Updated Kern Subbasin website   |
|                  |              |                          | Created social media accounts (Facebook and Instagram)  |
|                  |              |                          | Created surveys: Community Partners, Focus Groups, and community members                            |
|                  | $\checkmark$ | Increase                 | Community Partners Meeting #1   |
| April 202        | 5            | Awareness                | Developed Engagement Toolkit  |
|                  |              |                          | Social media accounts went live – ongoing social media updates monthly                              |
|                  | ✓            | Enhance                  | Pop-up Event #1   |
|                  |              | Participation            | Focus Group #1  |
|                  |              |                          | Community Partners Meeting #2   |
| May 2025         | <b>√</b>     | Comprehensive            | Focus Group #2  |
|                  |              | Feedback                 | Pop-up Event #2-5   |
|                  |              |                          | Focus Group #3  |
|                  | <b>√</b>     | lmanmayo                 | Community Partners Meeting #3   |
| June 2025        |              | Improve<br>Communication | Community Workshops #1-3 "2025 Plan" (In-Person and Virtual)  |
|                  |              | Communication            | Distributed Engagement Toolkit (GSAs, Community Partners)   |
|                  |              |                          | Community Partners Meeting #4   |
|                  |              |                          | Submitted CO&ES Strategy to SWRCB and posted to Kern Subbasin website for public review and comment |
| <b>July 2025</b> |              |                          | Focus Group #4  |
|                  |              |                          | Community Partners Meeting #5   |

### **SCHEDULE**

- June 20 July 21: Kern Subbasin Public Comment Period
  - 6 Comment Letters Received
    - Responses to Comments Addressed (Appendix N-2)

### August:

- Adoption by all Kern Subbasin GSAs
- Coordination with SWRCB Board Members
- SWRCB Probationary Hearing Panel Presentations:
  - Notice for Panel Presentations (early this month) & Panel Presentations Due (end of month)

### Early September:

- Transmittal of Final 2025 Plan to SWRCB staff
- Transmittal of Community Outreach and Engagement Progress Update to SWRCB Board
- SWRCB Final Staff Report (~10 days prior to hearing)
- September 17: Continued Probationary Hearing





#### **EXECUTIVE SUMMARY**

The Kern County Subbasin (Kern Subbasin) Amended Groundwater Sustainability Plan (2025 Plan)¹ consists of seven closely coordinated (and nearly identical) Groundwater Sustainability Plans (GSPs) and the Kern County Subbasin Coordination Agreement. The 2025 Plan represents a critical milestone in the Kern Subbasin and all 20 Kern Subbasin Groundwater Sustainability Agencies' (GSAs) ongoing commitment to achieving long-term groundwater sustainability under California's Sustainable Groundwater Management Act (SGMA). Developed collaboratively by all 20 GSAs, the 2025 Plan responds directly to regulatory feedback from the California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB), incorporating the latest data, technical refinements, and input from interested parties. Table ES-1 presents the overview of each of the seven GSPs that together constitute the 2025 Plan, including which GSAs are covered by each GSP and whether the GSP includes supplemental "blue pages" specific to the portion of the Kern Subbasin that the GSA manages.

Table ES-1, 2025 Plan GSPs

| GSP Name      | Area<br>(acres) | Percentage<br>of Subbasin<br>Area<br>(percent) | GSA   | GSP Contents      |
|---------------|-----------------|--|---|-------------------|
| Kern Subbasin | 1,205,482       | 67.6%  | Arvin GSA   | Kern Subbasin GSP |
| GSP           |                 |  | Cawelo Water District GSA                             |                   |
|               |                 |  | Kern Non-Districted Land Authority GSA <sup>2</sup> ( |                   |
|               |                 |  | Kern River GSA  |                   |
|               |                 |  | Kern Water Bank GSA                                   |                   |
|               |                 |  | Greenfield County Water Districts GSA                 |                   |
|               |                 |  | North Kern WSD GSA                                    |                   |
|               |                 |  | Pioneer GSA   |                   |
|               |                 |  | Rosedale-Rio Bravo WSD GSA                            |                   |
|               |                 |  | Shafter-Wasco ID GSA                                  |                   |
|               |                 |  | Southern San Joaquin MUD GSA                          |                   |
|               |                 |  | Tejon-Castac Water District GSA                       |                   |
|               |                 |  | West Kern Water District GSA                          |                   |
|               |                 |  | Wheeler Ridge-Maricopa GSA                            |                   |

<sup>&</sup>lt;sup>1</sup> The 2025 Plan is prepared by 20 GSAs, which collectively manage the Kern Subbasin under one Coordination Agreement. Six GSAs have prepared a version of the 2025 Plan that includes supplemental information specific to the portion of the Kern Subbasin that the GSA manages. This supplemental information is provided on blue pages so differences between the versions can be easily identified by reviewers.

<sup>&</sup>lt;sup>2</sup> Formerly Kern Groundwater Authority GSA

| GSP Name   | Area<br>(acres) | Percentage<br>of Subbasin<br>Area<br>(percent) | GSA                                   | GSP Contents   |
|--|-----------------|--|---------------------------------------|--|
| Buena Vista<br>GSA GSP                             | 51,070          | 2.9%   | Buena Vista GSA                       | Kern Subbasin GSP<br>Supplemental GSA<br>information included<br>on blue pages |
| Henry Miller<br>Water District<br>GSA GSP          | 26,063          | 1.5%   | Henry Miller Water District GSA       | Kern Subbasin GSP;<br>Supplemental GSA<br>information on blue<br>pages         |
| Kern-Tulare<br>Water District<br>GSA GSP           | 11,344          | 0.6%   | Kern-Tulare Water District GSA        | Kern Subbasin GSP;<br>Supplemental GSA<br>information on blue<br>pages         |
| Olcese Water<br>District GSA<br>GSP                | 3,199           | 0.2%   | Olcese Water District GSA             | Kern Subbasin GSP;<br>Supplemental GSA<br>information on blue<br>pages         |
| Semitropic<br>Water Storage<br>District GSA<br>GSP | 224,350         | 12.6%  | Semitropic Water Storage District GSA | Kern Subbasin GSP;<br>Supplemental GSA<br>information on blue<br>pages         |
| Westside<br>District Water<br>Authority GSA<br>GSP | 260,061         | 14.6%  | Westside District Water Authority GSA | Kern Subbasin GSP;<br>Supplemental GSA<br>information on blue<br>pages         |

The 2025 Plan outlines a coordinated, science-based approach to address DWR Deficiencies<sup>3</sup> and SWRCB Potential Actions to Correct the Deficiencies<sup>4</sup> to ensure the sustainability of groundwater resources for all beneficial uses and users.

This Executive Summary is intended to provide decision-makers, interested parties, and the public with a clear understanding of the 2025 Plan's amendments, purpose, structure, and path forward. Table ES-2 below provides an overview of the Executive Summary topics to guide readers to an overview of areas of interest in the 2025 Plan.

<sup>&</sup>lt;sup>3</sup> DWR Deficiencies as identified in Appendix A-1.

<sup>&</sup>lt;sup>4</sup> SWRCB Potential Actions to Correct the Deficiencies as identified in Appendix B-1.

**Table ES-2. Executive Summary Topics Overview** 

| Title   | Overview of Topics Discussed in the 2025 Plan Sections   |
|---|--|
| ES.1: Introduction  | Introduces SGMA and the requirement for local agencies to develop GSPs to manage groundwater sustainably.                            |
| ES.2: Sustainability Goal                                 | Defines the Kern Subbasin's shared goal to achieve groundwater sustainability by 2040 through coordinated management and monitoring. |
| ES.3: Agency Information                                  | Describes the structure, roles, and coordination among the 20 GSAs managing the Kern Subbasin.                                       |
| ES.4: GSP Organization                                    | Outlines the structure and content of the GSP.   |
| ES.5: Description of the Plan Area                        | Provides geographic, demographic, and land use context for the 1.78-million-acre area of the Kern Subbasin.                          |
| ES.6: Introduction to Basin Setting                       | Summarizes the physical and hydrologic characteristics that influence groundwater conditions in the Kern Subbasin.                   |
| ES.7: Hydrogeological Conceptual<br>Model                 | Details the geologic framework and aquifer systems that define groundwater flow and storage.   |
| ES.8: Current and Historical Groundwater Conditions       | Presents data on groundwater levels, storage, quality, and land subsidence trends.   |
| ES.9: Water Budget Information                            | Quantifies groundwater inflows, outflows, and storage changes using historical and projected data.                                   |
| ES.10: Management Areas                                   | Defines sub-areas within the Kern Subbasin for localized groundwater management and monitoring.                                      |
| ES.11: Introduction to Sustainable<br>Management Criteria | Introduces the framework for setting measurable thresholds to evaluate sustainability.   |
| ES.12: Sustainability Goal                                | Reaffirms the Kern Subbasin's long-term goal and the metrics used to track progress.   |
| ES.13: Sustainable Management<br>Criteria                 | Specifies thresholds, objectives, and triggers for each sustainability indicator.  |
| ES.14: Projects and Management Actions                    | Describes planned actions to reduce groundwater deficits and improve sustainability outcomes.  |
| ES.15: Monitoring Network                                 | Details the network of sites used to track groundwater conditions and compliance with sustainable management criteria.               |
| ES.16: Plan Implementation                                | Outlines the timeline, responsibilities, and funding mechanisms for executing the GSP.   |

#### **ES.1** Introduction

On September 16, 2014, the California legislature enacted the SGMA for the primary purpose of achieving and maintaining sustainability within the State's high and medium priority groundwater basins. Key tenets of SGMA are preservation of local control, use of best available data and science, and active engagement and consideration of all beneficial uses and users of groundwater. SGMA requires local agencies to form GSAs who are tasked with managing basins sustainably through the development and implementation of GSPs.

Figure ES-1 provides an overview of the 20 GSAs within the Kern Subbasin of the San Joaquin Valley Groundwater Basin.<sup>5</sup> The Kern Subbasin is one of 21 basins and subbasins identified by the DWR as being critically overdrafted. This designation triggered an accelerated timeline for GSP development by 2020 and long-term sustainability by 2040.

<sup>5</sup> Kern County Subbasin (DWR No. 5-022.14) located within San Joaquin Valley Groundwater Basin (DWR No. 5-022).

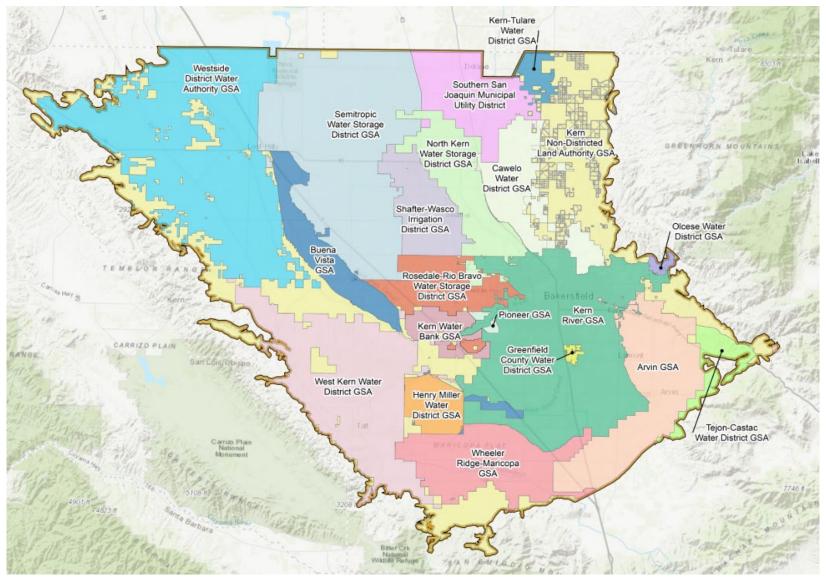


Figure ES-1. Kern Subbasin GSAs

#### Kern Subbasin Timeline

In response to the DWR Deficiencies and SWRCB Potential Actions to Correct Deficiencies, the Kern Subbasin has undertaken a rigorous, coordinated, and collaborative process to revise and strengthen the 2025 Plan. The Kern Subbasin worked together to address identified deficiencies and potential actions, incorporate updated data, and enhance coordination and stakeholder outreach. The timeline of SGMA implementation in the Kern Subbasin is reflected in Figure ES-2 and summarized below.

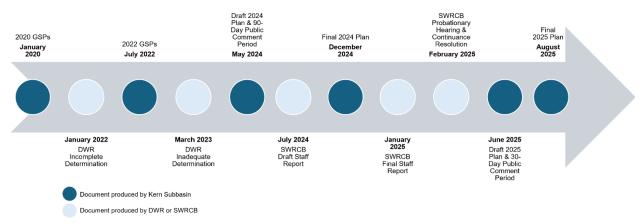


Figure ES-2. Kern Subbasin Timeline

#### **DWR Process (2020 – 2023)**

In January 2020, the Kern Subbasin GSAs executed the Kern County Subbasin Coordination Agreement and subsequently submitted five GSPs to DWR (2020 GSPs). DWR designated the 2020 GSPs as "incomplete" in January 2022 and identified three deficiencies. In July 2022, the GSAs amended the Kern County Subbasin Coordination Agreement and the five GSPs, plus a new independent GSA was formed, which resulted in submitting six GSPs to DWR to address the identified deficiencies (2022 GSPs). In March 2023, DWR designated the Kern Subbasin as "inadequate" after reviewing the 2022 GSPs. As a result, the Kern Subbasin is subject to the state intervention process with the SWRCB as defined in California Water Code (CWC) §10735 et seq. The most significant deficiency was the lack of coordination among the six GSPs, which led to the next phase of work and development of a single Subbasin-wide plan.

#### **SWRCB Process (2023 – June 2025)**

In 2023 and 2024, the Kern Subbasin GSAs collaborated to amend the Kern County Subbasin Coordination Agreement and integrate their plans under the SWRCB intervention process. In December 2024, the 20 GSAs adopted seven coordinated

GSPs, with one subbasin-wide foundational GSP (the Kern Subbasin GSP) along with six additional GSPs (coordinated and consistent with the Kern Subbasin GSP) containing GSA-specific supplemental information included as "blue pages". In February 2025, the SWRCB held a public hearing to consider probationary designation of the Kern Subbasin. The SWRCB resolved, through Resolution No. 2025-0007, that the hearing would be continued to allow time for the SWRCB and the GSAs to continue working collaboratively on addressing the DWR Deficiencies and SWRCB Potential Actions to Correct Deficiencies. In the Resolution, SWRCB directed the Kern Subbasin to revise and submit its draft 2025 Plan by June 2025, and to adopt the 2025 Plan prior to the September 2025 hearing.

#### Summary of 2025 Plan Amendments

The 2025 Plan amendments focus on addressing remaining SWRCB Corrective Actions to Address the Deficiencies. Key revisions include:

- 1. Reevaluation of groundwater level and groundwater quality monitoring network data gaps, and development of a Project and Management Action (P/MA) that includes a plan to fill those data gaps (Section 15.5).
- 2. Local refinements of Minimum Thresholds (MTs) for Chronic Lowering of Groundwater Levels targeting additional protection of beneficial uses and users (Section 13.1).
- 3. Revisions of Sustainable Management Criteria (SMCs) and the Undesirable Results (UR) definition for Degraded Water Quality to provide additional protection of beneficial uses and users (Section 13.3).
- 4. Additions to the Exceedance Policy and associated Action Plans for Groundwater Levels, Degraded Water Quality, and Land Subsidence (Appendix K-1) that elaborates on factors used to evaluate and act on groundwater level, quality, and subsidence related exceedances and expands on the GSAs' commitment to ongoing collaboration with key critical infrastructure operators, respectively.
- 5. Development of a Degraded Water Quality Implementation Provisions (Appendix K-2) that includes summaries of related water quality provisions including, notification procedures for an exceedance, investigation procedures when representative monitoring well data exceed MTs (Appendix K-1), coordination efforts among existing programs, and Degraded Water Quality Mitigation (Appendix G-1).
- 6. Expansion of the Kern Subbasin Well Mitigation Program to include additional details (under a separate "Degraded Water Quality Mitigation Track") related to domestic well mitigation for Degraded Water Quality (Appendix G-1).
- 7. Subbasin-wide coordination among all Kern Subbasin GSAs on all GSP revisions and extensive community outreach and engagement, including initiation of the *Community Outreach and Engagement Strategy* (Appendix F-3).

Table 1-3 in Section 1 of the 2025 Plan provides a "crosswalk" between the SWRCB Deficiencies and Potential Actions to Correct the Deficiencies reflected in the SWRCB January 2025 Final Staff Report, and a summary of amendments incorporated in the 2025 Plan. The 2025 Plan provides a clear and coordinated path to achieve sustainable groundwater management in the Kern Subbasin.

#### ES.2 Sustainability Goal

Under SGMA, a Sustainability Goal is defined as a statement that describes the intended purpose of the GSP, including the desired conditions of the groundwater basin at the end of the 20-year planning and implementation horizon, and how the basin will achieve and maintain those conditions.

The Sustainability Goal must reflect avoidance of undesirable results, which include six conditions of groundwater known as Sustainability Indicators defined by SGMA:



Chronic lowering of groundwater levels



Reduction of groundwater storage



Seawater intrusion



Degraded water quality



Land subsidence



Depletions of interconnected surface water

The Kern Subbasin GSAs share a common Sustainability Goal, which is foundational to the development and implementation of the 2025 Plan. The Kern Subbasin GSAs' Sustainability Goal is to achieve sustainable groundwater management within the SGMA 20-year implementation period. Achieving the Sustainability Goal will be demonstrated by eliminating chronic lowering of groundwater levels caused by overdraft conditions and avoiding undesirable results for groundwater levels, groundwater storage, land subsidence, and groundwater quality.

#### **ES.3** Agency Information

The 2025 Plan was prepared by the 20 GSAs within the Kern Subbasin pursuant to the Kern County Subbasin Coordination Agreement. Each GSA within the Kern Subbasin applied for and was granted exclusive GSA status for a portion of the Kern Subbasin under CWC §10723(c) and §10723.8. The Kern County Subbasin Coordination Agreement was developed to establish the governance structure for the Kern Subbasin GSAs cooperative and coordinated exercise of authorities and responsibilities under SGMA. Each GSA has designated representative(s) to help lead or participate in

coordination activities among GSAs, State agencies, local governments, local water suppliers, neighboring entities, non-governmental organizations, and other interested parties. Pursuant to Title 23 of the California Code of Regulations (CCR) §357.4(b)(1), a single point-of-contact was established for the purposes of organizing the various coordination activities and ensuring cohesion between GSA activities.

#### **ES.4** GSP Organization

The 2025 Plan details and consolidates the Kern Subbasin GSAs' plans for achieving long-term sustainability. The organizational structure, as shown in Table ES-1, follows DWR's Annotated Outline (December 2016) with additional Sections incorporated to more thoroughly characterize the complexities of the Kern Subbasin, including its water supplies and long history of conjunctive management.

#### ES.5 Description of the Plan Area

The Kern Subbasin Plan Area (Plan Area) covers 1.78-million-acres and is located at the southern end of the Tulare Lake Hydrologic Region, including most of the San Joaquin Valley area within Kern County. For purposes of the 2025 Plan, the Kern Subbasin has been separated into five Hydrogeological Conceptual Model (HCM) Areas that are characterized by specific geologic and hydrogeologic

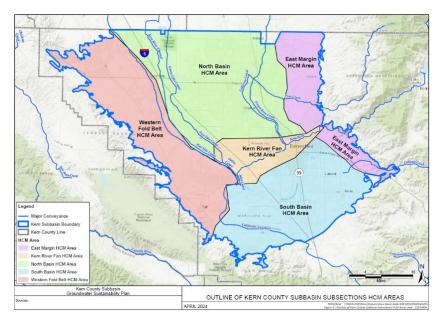


Figure ES-3. HCM Areas in the Plan Area

attributes that dictate land and water uses in the area. The HCM Areas include the Western Fold Belt, East Margin, Kern River Fan, North Basin (North of Kern River Fan), and South Basin (South of Kern River Fan), as shown on Figure ES-3.

#### Adjacent Subbasins

The Kern Subbasin neighbors four separate and distinct groundwater subbasins: (1) the Tulare Lake Subbasin (DWR 5-022.12), (2) the Tule Subbasin (DWR 5-022-13), (3) the Kettleman Plain Subbasin (DWR 5-022.17), and (4) the White Wolf Subbasin (DWR 5-022.18), all also located within the San Joaquin Valley Groundwater Basin. The Tulare Lake and Tule Subbasins are designated as high priority and critically overdrafted by

DWR. The adjacent Tulare Lake, Tule, and White Wolf Subbasins are each managed according to separate GSPs and SGMA-related activities. The Kern Subbasin GSAs consult with these subbasins to coordinate cross-boundary interactions (e.g., accounting for groundwater subsurface inflows and outflows and evaluating consistency of SMCs).

#### Land Use

The Plan Area is predominately two land use types: (1) irrigated agriculture, including a diverse array of crop types dictated largely by the economics of private farming and water supply availability, and (2) other uses. Table ES-3 breaks down land use type and acreage within the Plan Area. Water demands are met through conjunctive use programs that include diversions from the Kern River, imported surface water from the State Water Project (SWP) and Central Valley Project (CVP), and in more recent years, recycled water.

Table ES-3. Land Use and Acreage in the Plan Area

| Land Use Type  | Acreage  | Percentage of<br>Total Area |
|--|----------|-----------------------------|
| Actively Cropped Agriculture Lands                                     | 644,000  | 36%                         |
| Idle Agriculture Lands (not actively irrigated)                        | 256,000  | 15%                         |
| Urban, Suburban, and Rural Communities                                 | 81,000   | 8%                          |
| Industrial Oil Fields  | 159,000  | 5%                          |
| Other Uses (native/riparian vegetation, refuge, recharge basins, etc.) | ~640,000 | 36%                         |

#### Incorporated Cities and Unincorporated Communities

The Kern Subbasin is located within Kern County and includes eight incorporated cities and twenty-five unincorporated communities and census designated places as shown in Table ES-4. Areas within the Kern Subbasin identified as Disadvantaged Communities (DACs) or Severely Disadvantaged Communities (SDACs) based on the median household income (MHI) of the area compared to the Statewide MHI are identified in the table below, which reflects 1.43 million acres or 80 percent of the Plan Area.

Table ES-4. Incorporated Cities and Unincorporated Communities in the Plan Area

| Incorporated Cities        |                              |  |  |  |  |  |
|----------------------------|------------------------------|--|--|--|--|--|
| Arvin                      | McFarland                    |  |  |  |  |  |
| Bakersfield                | Shafter                      |  |  |  |  |  |
| Delano                     | Taft                         |  |  |  |  |  |
| Maricopa                   | Wasco                        |  |  |  |  |  |
| Unincorporated Communities | and Census Designated Places |  |  |  |  |  |
| Buttonwillow               | Lost Hills                   |  |  |  |  |  |
| Cherokee Strip             | McKittrick                   |  |  |  |  |  |
| Derby Acres                | Metter                       |  |  |  |  |  |
| Dustin Acres               | Mexican Colony               |  |  |  |  |  |
| Edison                     | Oildale                      |  |  |  |  |  |
| Unincorporated Communities | and Census Designated Places |  |  |  |  |  |
| Edmundson Acres            | Rosedale                     |  |  |  |  |  |
| Famoso                     | Smith Corner                 |  |  |  |  |  |
| Fellows                    | South Taft                   |  |  |  |  |  |
| Ford City                  | Taft Heights                 |  |  |  |  |  |
| Fuller Acres               | Tupman                       |  |  |  |  |  |
| Greenacres                 | Valley Acres                 |  |  |  |  |  |
| Greenfield                 | Weedpatch                    |  |  |  |  |  |
| Lamont                     |                              |  |  |  |  |  |

Note: Cities, unincorporated communities and census designated places identified as a Disadvantaged Community or Severely Disadvantaged Community based on median household income.

#### **ES.6** Introduction to Basin Setting

The Basin Setting provides a foundational understanding of the physical, hydrologic, and geologic characteristics of the Kern Subbasin. This introductory portion outlines the scope and purpose of the Basin Setting, which is to inform the development of SMCs and management actions by establishing a clear picture of the Kern Subbasin's structure and behavior.

#### **ES.7** Hydrogeological Conceptual Model

The Kern Subbasin is large and geologically complex with regional faulting, folding, and three principal aquifers. The locations of the principal aquifers are shown on Figure ES-4.

A brief description of these principal aquifers is provided below:

 Primary Alluvial Principal Aquifer:

The Primary Alluvial Principal Aquifer

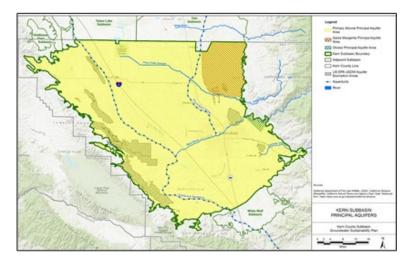


Figure ES-4. Location of the Kern Subbasin Principal Aquifers

extends over most of the Kern Subbasin and consists of the Tulare and Kern River Formations plus the overlying recent alluvium. It exhibits varying groundwater conditions and is classified as "confined" in areas with laterally extensive clay aquitards, "semiconfined" where vertical flow is impeded, and "unconfined" in various portions of the Kern Subbasin. The Primary Alluvial Principal Aquifer is the most productive freshwater aquifer, and the source of nearly all groundwater used within the Kern Subbasin.

- Santa Margarita Principal Aquifer: The Santa Margarita Principal Aquifer is a confined unit located in the northeastern portion of the Kern Subbasin and is comprised of both the Santa Margarita Formation and Olcese Sand.
- 3. **Olcese Principal Aquifer:** The Olcese Principal Aquifer is a confined unit located in the vicinity of where the Kern River enters the eastern portion of the Kern Subbasin and consists of the Olcese Sand.

A series of hydrogeologic cross-sections have been developed to illustrate the Kern Subbasin physical characteristics and the formations present in the Plan Area. Figure ES-5 illustrates an example of the conditions parallel to the southern Plan Area. Cross sections for other portions of the Kern Subbasin are shown in Section 7. This example shows the prevalence of Tulare and Kern River Formations, with the Santa Margarita Formation and Olcese Sand shallowing in the East Margin, and the extent of spatially discontinuous clay layers which can locally influence groundwater percolation and lateral flows. The cross sections developed improve understanding of Kern Subbasin conditions in the HCM Areas and provide the information necessary to develop water budgets from the Kern Subbasin's local numerical model, establish representative monitoring networks, develop applicable SMCs, and effectively convey hydrogeologic conditions to stakeholder groups.

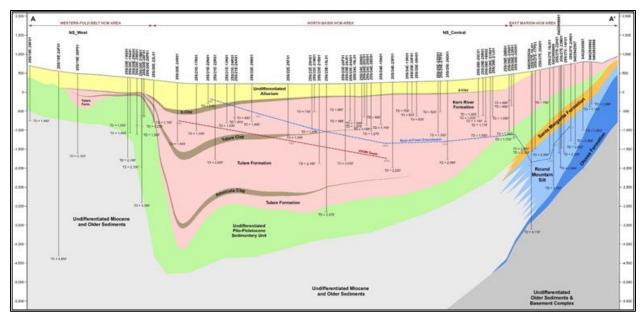


Figure ES-5. Kern Subbasin Cross Section

The Kern Subbasin contains several surface water features. The Kern River is the largest river in the Kern Subbasin and flows east to west through the center of the Plan Area. The Kern Subbasin also contains significant infrastructure that conveys imported water supplies, including the Friant-Kern Canal (FKC), California Aqueduct, and local canals.

Significant water recharge occurs in the Kern Subbasin through managed conjunctive use and water banking (surface water storage and recovery) projects along the Kern River and in other HCM Areas. The conjunctive use projects are dedicated to the management of surface water and storage of surface water within a specific portion of the Kern Subbasin for use at a later time by the overlaying lands of the Kern Subbasin, whereas water banking projects store surplus surface water supplies from the SWP, CVP, Kern River, and other flood waters for subsequent recovery for beneficial uses.<sup>6</sup>

#### ES.8 Current and Historical Groundwater Conditions

This section provides a comprehensive overview of the Kern Subbasin's physical and hydrologic characteristics, offering essential context for sustainable groundwater management. It includes an evaluation of both current and historical groundwater conditions to inform the development of sustainability goals and management actions. Key components of this section include:

1. Analysis of groundwater levels, highlighting seasonal and long-term changes in water levels.

<sup>&</sup>lt;sup>6</sup> "The storing of water underground ... constitutes a beneficial use of water if the water so stored is thereafter applied to the beneficial purposes for which the appropriation for storage was made." CWC § 1242.

- 2. Estimates of groundwater storage variations over time.
- 3. Assessment of seawater intrusion, where applicable, including its extent and progression.
- 4. Review of groundwater quality, identifying trends and areas of concern.
- 5. Documentation of land subsidence linked to groundwater extraction.
- 6. Evaluation of interconnected surface water systems and the impacts of groundwater use on surface water flows.

#### Groundwater Levels

Groundwater levels within the Kern Subbasin are presented using contour maps depicting the current (2023) seasonal high and seasonal low for each principal aquifer (Primary Alluvial Principal Aquifer, Santa Margarita Principal Aquifer, and Olcese Principal Aquifer) and hydrographs for various wells across the Kern Subbasin depicting long-term groundwater elevations, historical highs and lows, and hydraulic gradients between and within principal aquifers. The available data indicate that the Kern River effectively bisects the Plan Area (Figure ES-2). Groundwater tends to diverge from the Kern Fan HCM Area, with groundwater flowing toward extraction areas. Relative highs and lows appear to be controlled, at least in part, by the distribution of groundwater pumping and surface water deliveries. Hydrographs show the long-term positive effects of surface water importation and corresponding conjunctive use and water banking activities in raising groundwater levels, tempered by the effects of the recent severe droughts.

#### **Groundwater Storage**

Changes in groundwater storage over selected time periods were calculated from the Kern Subbasin's local numerical model (C2VSimFG-Kern) and validated through a groundwater storage calculation that considers changes in measured groundwater elevations across the Kern Subbasin.

The variation in the simulated change in

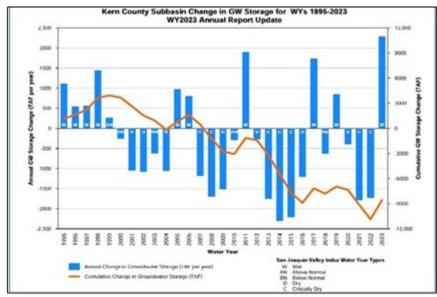


Figure ES-6. Kern Subbasin Annual Change in Groundwater in Storage

groundwater storage over the historical period generally corresponds with the variation in climatic conditions and surface water supply availability (Figure ES-6). The change in storage is more pronounced in the Kern Subbasin due to numerous conjunctive use and banking operations that store surface water in the aquifer typically during wet periods and then recover it for beneficial use during dry periods. As a result of these factors, the change in storage within the Kern Subbasin has had annual increases and decreases of up to 2,300,000 acre-feet per year (AFY).

#### **Groundwater Quality**

Certain constituents of concern (COCs) have been identified in the Kern Subbasin above the water quality objective, as set forth in the Water Quality Control Plan for the Tulare Lake Basin (Tulare Lake Basin Plan), which incorporates by reference maximum contaminant levels (MCLs) specified in Title 22 of the California Code of Regulations as applicable. The Kern Subbasin employed the SWRCB's methodology for identifying COCs from State and Regional Water Board datasets, and assessed the following constituents: 1,2,3-trichloropropane (1,2,3-TCP), arsenic, benzene, dibromochloropropane (DBCP), ethylene dibromide (EDB), gross alpha radiation, nitrate (as N), nitrate + nitrite (as N), nitrite (as N), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), selenium, total dissolved solids (TDS), and uranium. Of the 14 constituents recommended for evaluation, six were identified as COCs for SGMA monitoring across the Kern Subbasin: 1,2,3-TCP, arsenic, nitrates (including nitrite and nitrate+nitrite), TDS, and uranium.

Trend analyses were conducted on the six COCs to evaluate the relationship between groundwater management activities and degraded water quality, and to identify driving mechanisms for exacerbating constituent concentrations. No direct correlation has been observed between groundwater management activities and exacerbating concentrations of 1,2,3-TCP, TDS or uranium. While there is no clear Kern Subbasin-wide correlation for arsenic and nitrates, the driving mechanisms for degradation may require additional investigation. The GSAs have identified Representative Monitoring Wells for Degraded Water Quality (RMW-WQs) and will collect samples from these wells seasonally, coincident groundwater elevation measurements across the Kern Subbasin to monitor for potential impacts to beneficial users.

#### Land Subsidence

Land subsidence has been documented within the San Joaquin Valley over both historical and recent timeframes, with the greatest documented land subsidence occurring north of the Kern Subbasin (Figure ES-7). Not all land subsidence is GSArelated, nor is all land subsidence inelastic (i.e., non-recoverable). Land subsidence rates within the Kern Subbasin range from 0 to 0.3 feet per year resulting in a cumulative land subsidence of 0 to 2.41 feet since 2015. Land subsidence caused by factors within the GSAs' authority to manage is due to aquitard depressurization following groundwater withdrawal. which tends to be greater in the areas that rely solely on groundwater for water supply (agricultural and urban pumping) and are underlain by a greater proportion of

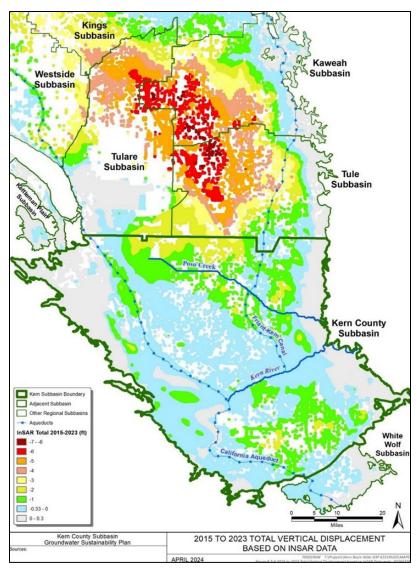


Figure ES-7. Cumulative Subsidence between 2015 – 2023 (feet) based on InSAR data

fine-grained deposits. Additional causes of land subsidence that are outside of the GSAs' control, include oil and gas extraction, potential natural processes (i.e. faulting), expansive/soluble soil types susceptible to hydro-compaction, and others (e.g., potential for deficient Aqueduct pre-construction hydro-compaction, age of infrastructure, etc.). Recent technical InSAR studies commissioned by the GSAs have been able to differentiate the land subsidence signals associated with seasonal extraction versus non-seasonal extraction..

Land subsidence has the potential to affect Kern Subbasin regional critical infrastructure (i.e., the California Aqueduct and Friant-Kern Canal) and local GSA area critical infrastructure, including gravity-driven water conveyance systems (canals). Both non-recoverable and recoverable land subsidence occurs in the area of the Kern Fan HCM

Area. In some areas of the Kern Fan HCM Area, especially where significant recharge occurs at the Kern Fan banking programs, the average rate of land subsidence calculated for the Kern Fan HCM Area using the period from 2015 to 2024 likely overestimates projected land subsidence through 2040. To assess land subsidence, the Kern Subbasin has conducted a series of studies and continues on-going collaboration and communication with the California Aqueduct Subsidence Program (CASP) and the Friant Water Authority.

#### Seawater Intrusion

The Kern Subbasin is located far from coastal areas, and therefore seawater intrusion is not considered to be a relevant Sustainability Indicator.

#### Interconnected Surface Water

Data on depth to groundwater, geology, and other local conditions indicate that the vast majority of surface water features in the Kern Subbasin are not connected to groundwater, and in the few limited areas where a connection may occur, the connection is likely transient, short-lived, and involves shallow or perched groundwater that is not part of the principal aquifer systems. As such, the areas of vegetation mapped as Natural Communities Commonly Associated with Groundwater (NCCAG) and areas identified by the ICONS dataset are not likely groundwater dependent ecosystems (GDEs) or ISWs but instead are supported by irrigation water infiltration and agricultural return flows. In these areas, infiltration of irrigation water and agricultural return flows is impeded by clay soils and subsurface clay sediments creating shallow perched groundwater that is disconnected from groundwater in the principal aquifers that are the focus of SGMA.

#### **ES.9** Water Budget Information

This section presents a detailed accounting of the Kern Subbasin's water inflows, outflows, and changes in storage over time. The water budget is a critical tool for understanding the Kern Subbasin's hydrologic balance and for evaluating the sustainability of current and projected groundwater use. It supports the development of measurable objectives (MOs) and SMCs by quantifying the relationship between water supply and demand under various conditions.

The water budget includes:

- Historical Water Budget A retrospective analysis of water conditions over a representative period, establishing baseline trends.
- 2. Current Water Budget A snapshot of recent water year conditions, reflecting current management and climate influences.
- 3. Projected Water Budget Future scenarios incorporating anticipated changes in land use, climate, and water demands.

4. Components of the Budget – Including natural and artificial recharge, groundwater extraction, evapotranspiration, surface water interactions, and subsurface flows.

#### Water Budget Model

The Kern Subbasin GSAs coordinated on the development of a single water budget using a local numerical model (C2VSimFG-Kern) that is based on the California Central Valley Groundwater/Surface Water Simulation Model (C2VSim) developed by DWR. The C2VSimFG-Kern is enhanced with additional data applied at the GSA level based on locally derived managed water supply and demand data to better represent the local water budgets. These model enhancements have been provided to DWR to help support their ongoing C2VSimFG model development. The Kern Subbasin has continued to support annual updates to the C2VSimFG-Kern model to incorporate recent conditions and estimate the current water budget.

Modeling results show that the Kern Subbasin, as a whole, had a total storage deficit of:

- Approximately 274,200 AFY over the historical period (i.e., WYs 1995-2014); and
- Approximately 344,000 AFY over the current period (i.e., WYs 2015-2023).

The Sustainable Yield has been conservatively estimated to be approximately 1.31 million AFY based on results for the historical period using model-calculated groundwater pumping and recharge to quantify the volume of water that, if pumped over the water budget period of interest, would have resulted in zero change in storage.

The projected water budget assesses the magnitude of the net water supply deficit under future conditions that would need to be addressed through P/MAs to prevent Undesirable Results and achieve the Sustainability Goal. Three projected water budget scenarios have been developed for this analysis: (1) a Baseline Scenario, (2) a 2030 Climate Change Scenario, and (3) a 2070 Climate Change Scenario.

The projected (future) conditions were developed following the DWR guidance for developing future climate variables (i.e., adjusted precipitation and evapotranspiration) and water supply assumptions (i.e., changes to imported water supplies). This approach allows for inclusion of more complex variables, including factors influenced by climate change, resulting in more accurate projections.

Each projected (future) scenario was run twice. One version was run without P/MAs to evaluate the projected deficit, and a second version was run with a representative set of demand reduction and water augmentation P/MAs to identify the quantitative goal of planned P/MAs necessary to provide a reasonable approach to achieve sustainable groundwater management through 2040 and beyond. The results for each scenario are provided in Table ES-5. The Kern Subbasin GSAs used the projected deficit of 372,120 AFY from the 2030 Climate Change Scenario to define the target quantitative goal for planning purposes.

While the current C2VSimFG-Kern model provides an appropriate tool to determining the Kern Subbasin-scale water budgets, additional analysis was necessary to track GSA-level water management operations including those, such as water banking, that occur outside of the GSA boundary. The GSA operational water budgets are a spreadsheet-based accounting of surface water operations for individual GSAs. The GSA operational water budgets provide a complimentary analysis to accompany the Subbasin-wide analysis using the C2VSimFGKern model.

There are inherent limitations in using models to predict future conditions given the uncertainties surrounding input variables (e.g., uncertain future hydrologic conditions, recharge, and pumping volumes). A revised Subbasin-wide model is being developed and calibrated as part of 2025 Plan implementation and as additional information becomes available through the Basin Study (P/MA KSB-4).

Table ES-5. Summary of Simulated Change in Groundwater Storage Results

| Period / Scenario   | General Hydrologic<br>Conditions of Period  | Change in<br>Groundwater Storage<br>(acre-feet per year) |
|---|---|--|
| Historical Period (WYs 1995-2015)                                     | Average                                     | -274,200   |
| Current Period (WYs 2015-2023)  | Dry   | -344,019   |
| Projected Period (WYs 2041-2070) Baseline                             | Average                                     | -324,326   |
| Projected Period (WYs 2041-2070) Baseline with Projects               | Average                                     | 85,578   |
| Projected Period (WYs 2041-2070) 2030 Climate Change                  | Average with DWR climate change adjustments | -372,120   |
| Projected Period (WYs 2041-2070) 2030 Climate Change with Projects    | Average with DWR climate change adjustments | 46,829   |
| Projected Period (WYs 2041-2070) 2070 Climate<br>Change               | Average with DWR climate change adjustments | -472,336   |
| Projected Period (WYs 2041-2070) 2070 Climate<br>Change with Projects | Average with DWR climate change adjustments | -45,969  |

Note: a negative change in groundwater storage indicates a deficit and a positive change in groundwater storage indicates a surplus.

#### **ES.10** Management Areas

For the purpose of SGMA compliance, the Kern Subbasin is divided into GSA areas which provide coverage for the entirety of Kern Subbasin including both districted lands and non-districted "white lands." There is no need to create management areas below the GSA level. The two exceptions are:

 The Eastside Water Management Area (EWMA) is a non-profit corporation governed by a seven-member Board of Directors that aims to become a public agency and function as its own GSA. Until then, it is treated as a separate management area within the Kern Non-Districted Lands Authority.  The 7th Standard Annex, historically non-districted, was annexed into the Shafter-Wasco Irrigation District (SWID) in 2019 solely for SGMA compliance. It operates as a separate management area within SWID, as it does not share SWID's surface water supply benefits under the landowner agreement.

The 2025 Plan does divide the Kern Subbasin into five HCM Areas that each have similar geologic and aquifer characteristics distinct from those of other HCM Areas as described above in Section ES.7.

# **ES.11** Introduction to Sustainable Management Criteria

The SMCs are the metrics by which groundwater sustainability is evaluated under SGMA. Uniform definitions for the following SMC components were developed in the 2025 Plan through a coordinated effort of the Kern Subbasin GSAs.

- Undesirable Results (URs): URs are the significant and unreasonable occurrence of conditions, for any of the six Sustainability Indicators that adversely affect beneficial uses and users and substantially interfere with surface land uses in the Kern Subbasin.
- 2. **Minimum Thresholds (MTs):** MTs are the numeric criteria for each Sustainability Indicator that, if exceeded in a locally defined combination of monitoring sites, may constitute an UR for that indicator.
- 3. **Measurable Objectives (MOs):** MOs are specific, quantifiable goals for the maintenance or improvement of groundwater conditions. MOs use the same units and metrics as the MTs allowing for direct comparison.
- 4. **Interim Milestones (IMs):** IMs are a set of target values representing measurable groundwater conditions in increments of five years over the 20-year statutory timeline for achieving sustainability.

Table ES-6 summarizes the SMCs for each applicable Sustainability Indicator in the Kern Subbasin.

**Table ES-6. Summary of Sustainable Management Criteria** 

| Sustainability<br>Indicator    |       | Undesirable Result   | Minimum Threshold  | Measurable Objective                |
|--------------------------------|-------|--|--|-------------------------------------|
| Chronic Lowering Ground Levels | ng of | One of the following occurs:  (1) MTs exceed at least 25 percent of RMW-WLs over a single year (i.e., two consecutive seasonal measurements).  (2) More than 15 drinking water wells are reported dry in any given year. If 15 | The lower of:  (1) Groundwater level in 2030 if the regional trend is extended from the 2015 low (the MO), or  (2) Groundwater level that allows for operational flexibility below the 2015 low, based on an RMW-WL-specific | The 2015 low groundwater elevation. |

| Sustainability<br>Indicator      | Undesirable Result  | Minimum Threshold   | Measurable Objective  |
|----------------------------------|---|---|---|
|                                  | drinking water wells were impacted every year, no more than 255 drinking water wells cumulatively would be impacted by 2040, or (3) Mitigation¹ backstop: a GSA is unable to meet well mitigation needs.  | record of groundwater level fluctuations.  MTs are then adjusted so that:  (3) MTs do not exceed 61 feet below the recent historical low,  (4) MTs do not newly fall below the Corcoran Clay, and/or  (5) MTs are raised locally per State Water Resources Control Board staff feedback.  |   |
| Reduction of Groundwater Storage | The MTs for Chronic<br>Lowering of Groundwater<br>Levels are exceeded in at<br>least 25 percent of the<br>RMW-WLs over a single<br>year (i.e., two consecutive<br>seasonal measurements).   | MTs for Chronic Lowering of Groundwater Levels used as a proxy.   | MOs for Chronic<br>Lowering of Groundwater<br>Levels used as a proxy. |
| Seawater<br>Intrusion            |   | e Kern Subbasin show that Sea<br>I to be present in the future, an<br>applicable.   |   |
| Degraded Water Quality           | One of the following occurs:  (1) Subbasin-wide, 15 percent of the Representative Monitoring Well for Degraded Water Quality (RMW-WQs) exceed the MT for the constituents of concern per water year based on confirmed sample and MT Exceedance investigation results¹.  (2) Annually, five percent of domestic wells have an assumed MT exceedance¹ based on radius of influence analysis around the RMW-WQ that exceeds the MT, with a cumulative maximum of 15 percent of domestic wells through 2040.  (3) Mitigation¹ backstop: a GSA is unable to meet well mitigation needs. | <ol> <li>MT is set as close to the water quality objective as feasible.</li> <li>If historical data exceeds the water quality objective, and at least five sample results are available, then the MT is set at the 80<sup>th</sup> Percentile value.</li> <li>When clear trends are present, discretion should be applied</li> <li>a. If there is an increasing trend, set the MT at the 80<sup>th</sup> Percentile of the Pre-2015 data</li> <li>b. If there is a decreasing trend, MT should be set at the median value or as close to water quality objective as reasonable. If the 80<sup>th</sup> Percentile is within 10 percent of the drinking water</li> </ol> | The water quality objective.  |

| Sustai | inability                       |  |  |  |
|--------|---------------------------------|--|--|--|
| Indica |                                 | Undesirable Result   | Minimum Threshold  | Measurable Objective                                   |
|        |                                 |  | MCL, the MT should be set at the water quality objective.  |  |
|        |                                 |  | (4) Proxy data are predominately used to demonstrate baseline conditions; however, data may be used when the RMW-WQ and Proxy Well are similar enough to represent the same lithology/aquifer conditions.  |  |
|        | Land<br>Subsidence              | MT extent of land subsidence is exceeded at any RMS-LS along the Regional Critical Infrastructure at a single milepost or GSA or HCM Area MTs after six quarterly consecutive sampling events measured using InSAR data published by DWR or annual survey data, if available, and can be attributed, based on a technical analysis using best available data and tools, to groundwater management activities (e.g. groundwater level changes, P/MAs). Note: The GSAs' management authority does not extend to all activities and processes that cause Kern Subbasin land subsidence. | MTs are established along regional critical infrastructure as a rate and extent based on either the protective level of land subsidence (the rate and extent of subsidence that would not lead to loss of conveyance capacity) or the historical rate of land subsidence projected to 2040 (where the projected amount of subsidence is not expected to lead to loss of conveyance capacity). Additionally, MTs are set for the Kern Subbasin as the average historical rate of land subsidence in each HCM Area from 2015-2023. | 50 percent of the MT rate and MT extent.               |
|        | Interconnected<br>Surface Water | potential Interconnected Surfa<br>transient, short-lived, and invo   | e Kern Subbasin show that ther<br>ace Waters. However, data sho<br>blves shallow or perched groun<br>Therefore, the Sustainability Ir  | ow the connection is likely dwater that is not part of |

#### Notes:

Exceedances and mitigation applications are evaluated as defined in the Exceedance Policy and Action Plans (Appendix K-1) and Mitigation Programs (Appendix G).

# **ES.12** Sustainability Goal

The sustainability goal for the Kern Subbasin is to implement its 2025 Plan to achieve sustainable groundwater management within the SGMA 20-year implementation period. Achieving the sustainability goal will be demonstrated by eliminating chronic lowering of groundwater levels caused by overdraft conditions and avoiding Undesirable Results for groundwater levels, groundwater storage, land subsidence, and groundwater quality. This goal will be accomplished through the following objectives:

- 1. Implement the Stakeholder Communication and Engagement Plan.
- 2. Eliminate long-term groundwater overdraft and attain sustainability through conjunctive use, water banking, and demand management programs.
- 3. Continuously monitor and evaluate groundwater conditions to avoid undesirable results.
- 4. Maintain long-term sustainability of water resources available to the Kern Subbasin.
- 5. Maintain a comprehensive database of beneficial uses and users to inform on the efficacy of groundwater management policies and programs.

# ES.13 Sustainable Management Criteria

The Kern Subbasin GSAs identify primary beneficial uses and users of groundwater as agricultural, industrial, domestic well owners, small community wells, and municipal well operators. Additionally, infrastructure susceptible to land subsidence has been categorized based on land subsidence vulnerability and impacts to beneficial users (critical regional, GSA area, and others). The SMCs in Table ES-6 have been developed to prevent significant and unreasonable impacts to groundwater uses and users and land uses and are justified (i.e., will not result in significant and unreasonable impacts) as follows for all applicable Sustainability Indicators.

# **Chronic Lowering of Groundwater Levels**

The Kern Subbasin GSAs' approach to developing the Chronic Lowering of Groundwater Levels SMCs applies a method that is consistent with the GSP Emergency Regulations, relies on consistent data and methodologies across the Kern Subbasin, and would not unreasonably impact beneficial uses and users of groundwater. The Kern Subbasin GSAs will strive through the implementation of P/MAs to manage groundwater levels toward the MOs, which are set at the 2015 low groundwater level. The MTs account for historical regional groundwater level trends (extended through 2030) and well-specific water level fluctuations to ensure sufficient groundwater supply and operational flexibility through variable hydrologic conditions and projected water uses. MTs are further capped to 61 feet below recent historical lows, raised to prevent groundwater levels from newly declining below the Corcoran Clay where it exists, and raised locally per SWRCB staff feedback.

## Impacts to Beneficial Users

The 2025 Plan includes a well impacts analysis using the MTs and the Kern Subbasin's February 2025 well inventory to quantify potential impacts to beneficial users at the MTs as compared to the Chronic Lowering of Groundwater Levels URs definition. The (highly unlikely) worst-case scenario suggests that 184 drinking water wells may be potentially impacted if all RMW-WLs reach their MTs simultaneously, while the more likely scenario shows that under the URs definition that considers 25 percent of RMW-WLs reaching MTs, between 42 and 47 drinking water wells may be potentially impacted by 2040. Note, the groundwater level UR has an additional layer of protection by limiting the number of reported dry wells to 15 in a given year or 255 cumulatively, by 2040. The Kern Subbasin GSAs have developed and funded a Mitigation Program to address potential impacts from Chronic Lowering of Groundwater Levels to drinking water wells. A final protective "mitigation backstop" has been included, such that URs are triggered if a GSA is unable to well meet mitigation needs.

The potential "depletion of supply" for this scenario estimates the percentage of urban supply that may be impacted at MTs and the UR definition. Even under the worst-case scenario, less than two percent of the total estimated urban water supply would be impacted by 2040. With implementation of the proposed P/MAs, the C2VSimFG-Kern model estimates that 19 drinking water wells may be potentially impacted, which corresponds to less than one percent of the Kern Subbasin's urban pumping.

## Consideration of Adjacent Basins and Other Sustainability Indicators

Groundwater level SMCs have been compared to those in the neighboring Tule, Tulare Lake, and White Wolf Subbasins and are not projected to cause a change in historical gradients or prevent neighboring subbasins from achieving their Sustainability Goals. Groundwater level SMCs have also been determined to be protective of the other relevant Sustainability Indicators through quantitative analysis.

# Reduction of Groundwater Storage

The Chronic Lowering of Groundwater Levels SMCs serve as a proxy for Reduction of Groundwater Storage pursuant to 23 CCR §354.28(d). Annual change in storage based on groundwater elevation change has good agreement with the simulated change in water in storage based on the C2VSimFG-Kern model, and therefore, groundwater level measurements have been demonstrated to serve as a reasonable proxy to estimate changes in groundwater storage. Furthermore, if groundwater levels decline from the MOs to the MTs, the reduction of storage would total approximately 7.2-million-acre feet (MAF). Consistent with the Chronic Lowering of Groundwater Level UR criteria, 25 percent of this volume results in a reduction of storage of approximately 1.80 MAF per year. This decline in groundwater storage is less than the storage change observed during recent multi-year droughts (i.e., 2013-2016 and 2021-2022) without an unreasonable amount of potentially impacted wells (Figure ES-6).

### **Degraded Water Quality**

The MTs for Degraded Water Quality are set at the Kern Subbasin's RMW-WQs and are tied to regulatory water quality standards – namely, water quality objectives (WQOs) – that are considered protective of the municipal beneficial use (i.e., primary and secondary MCLs contained in CCR Title 22), as applicable for each of the six relevant COCs. Where historical data is consistently below the WQOs (as is the case for most of the RMW-WQs) or there is lack of supporting water quality data, MTs are set at WQOs. When baseline conditions (as assessed from best available historical data for pre-2015 and post-2015 water quality trends) were above WQOs, discretion was applied to set the MTs as close to the WQOs as possible, while being consistent with available water quality data trends. Where available, proxy data from nearby wells was used to augment baseline water quality data at the RMW-WQs. Water quality MOs were set at the WQOs. In general, the water quality SMCs are set to maintain concentrations of each COC at or below the applicable WQOs, or for wells that were already impacted before the SGMA effective date, to try and maintain concentrations at their pre-SGMA baseline levels.

### Impacts to Beneficial Users

Approximately 93 percent of the water quality MTs are set at the WQO with the other 7 percent set at baseline conditions. MOs are set to WQOs. Hence, water quality SMCs within the Kern Subbasin are set to be protective of domestic and municipal beneficial uses. Where MTs are set above the WQOs, these represent baseline conditions based on best available data. Use of a baseline condition acknowledges that "the plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015" (CWC §10727.2(b)(4)). The GSAs continue to coordinate with other groundwater quality programs in the Kern Subbasin (Appendix K-2) that address pre-2015 or non-GSA related groundwater quality impacts.

Assuming a simple one to one ratio between RMW-WQ and domestic wells, MT exceedances at 15 percent of the RMW-WQs could result in up to 348 potentially impacted domestic wells. However, the distribution of domestic wells and RMW-WQs is not uniform across the subbasin, hence additional protective measures were incorporated into the UR. The Kern Subbasin GSAs' \$3.5 million Well Mitigation Program (Appendix G-1) reserve includes a conservative estimated cost for water quality mitigation of \$2,500 per mitigated domestic well, with an annual budget of \$500,000 (sufficient to cover 200 wells). The second water quality UR criterion of 5 percent domestic wells equates to approximately 116 potentially impacted domestic wells annually. This translates to groundwater quality mitigation cost of approximately \$300,000, which is well within the Well Mitigation Program budgeted amount of \$500,000 for water quality mitigation. While highly unlikely, the third UR criterion provides yet another protective "mitigation backstop", wherein undesirable results would be declared if any GSA is unable to meet its mitigation needs.

Detailed notification and exceedance evaluations have been included (Appendix K-1) such that domestic well users impacted by Degraded Water Quality are fully informed of RMW-WQ results if WQO are exceeded, and testing and mitigation is made available for such users if MTs are exceeded due to groundwater management activities.

Additional details related to implementation of groundwater quality monitoring, SMCs, and P/MAs, including coordination with other groundwater quality programs in the Kern Subbasin are included in Appendix K-2.

## Consideration of Adjacent Basins

Groundwater flow exits the Kern Subbasin across its northern boundary (Figure 8-1). The Chronic Lowering of Groundwater Levels MTs are not predicted to cause significant changes to local groundwater gradients and thus should be protective in terms of preventing migration of poor-quality water to adjacent subbasins. The adjacent subbasins similarly have SMCs established for key COCs that impact drinking water users.

#### Land Subsidence

The SMCs for Land Subsidence have been developed in recognition that land subsidence in the Kern Subbasin has several causative factors, some of which are within the GSAs' authorities to control ("GSA-related" land subsidence - e.g., groundwater pumping for agricultural and urban uses), and others that are outside of the GSAs' authorities to control ("non-GSA" land subsidence - e.g., oil and gas extraction, potential natural processes, and expansive/soluble soil types susceptible to hydro-compaction). Consistent with the legislative intent of SGMA "to avoid or minimize subsidence" (CWC §10720.1(e)), the objective of the Kern Subbasin subsidence SMCs approach is to achieve zero GSA-related subsidence post-2040 and beyond. This will be accomplished through focused implementation of proactive demand reduction or other P/MAs designed to reduce land subsidence rates to meet the IM glide path (Section 13.5.3.2). The subsidence MTs are established along regional critical infrastructure as a rate and extent based on either the protective level of land subsidence (the rate and extent of subsidence that would not lead to loss of conveyance capacity) or the historical rate of land subsidence projected to 2040 (where the projected amount of subsidence is not expected to lead to loss of conveyance capacity or can be adequately mitigated by the GSAs, as is the case for certain sections of the FKC). Additionally, MTs are set for the Kern Subbasin as an average rate and extent of land subsidence in each HCM Area or adjacent to GSA area critical infrastructure. Note, that, where applicable, the subsidence MTs are based on a conservative extrapolation of the historical (2015-2024) subsidence rates through 2040. Future subsidence rates are expected to be lower as overdraft is eliminated and as

<sup>&</sup>lt;sup>7</sup> This sentence refers to United States Environmental Protection Agency (US EPA) exempt aquifer and associated oil and gas operations.

groundwater levels stabilize through P/MAs implementation. As noted above, groundwater level MTs are based on extrapolating regional historical trends through 2030. The ten-year lag between groundwater level and subsidence trends are meant to capture potential future residual subsidence. Subsidence MOs are set at 50 percent of the subsidence MT rates and extents.

### Impacts to Beneficial Users

MTs for regional critical infrastructure were developed in coordination with operators of the infrastructure (i.e., Friant Water Authority and CASP) and designed to avoid significant and unreasonable impacts to infrastructure functionality. MTs for the FKC are set at conservative levels with the GSAs committed to mitigating post-2020 subsidence impacts (due to groundwater management activities) on conveyance capacity (Appendix G-2). The MTs for the California Aqueduct are defined to avoid loss of conveyance capacity attributable to subsidence as limited by the remaining or required liner freeboard for specific Aqueduct mileposts (MP) 184 to 279. CASP has indicated that 2.5 feet of freeboard above the design water surface is required to maintain operations (DWR, 2017b), and is the best available metric to conduct an impacts analysis at this time. Therefore, MTs based on an extrapolation of the historical (2013-2024) subsidence rates through 2040 are adjusted to prevent available freeboard (as of 2024) falling below the 2.5 feet minimum design freeboard with a 0.1-foot margin for measurement error. Where land subsidence has already encroached on the minimum 2.5 feet of freeboard requirements, the MT is set to zero additional subsidence. The 2017 California Aqueduct Subsidence Study published by CASP does not suggest that operational impacts have occurred within the southern pools (DWR, 2017b). The MTs for the southern pools are primarily set at the future projected rates of subsidence as they do not infringe into the 2.5 feet minimum operating freeboard height, and MT rates are reduced at select MPs. The 2025 Plan defines a UR for land subsidence as a single representative monitoring site (e.g., milepost) exceeding the MT extent after 6-quarterly consecutive sampling events. Subbasin GSAs will meet with CASP quarterly to review land subsidence data trends compared to SMCs. Furthermore, the Kern Subbasin Exceedance Policy and associated Action Plan for Land Subsidence initiates an investigation proactively after an IM exceedance (Appendix K). This ensures proactive investigation responses before a MT exceedance and accounts for the complex (GSA) and non-GSA related) driving mechanisms for subsidence and residual subsidence. which can continue for years after groundwater levels are stabilized.

The MTs for GSA area critical infrastructure are based on land subsidence rates that have historically occurred and have been managed by Kern Subbasin GSAs through ongoing maintenance and improvements to facilities. In addition to infrastructure-specific MTs, MTs for the entire Kern Subbasin are set based on HCM Area historical average land subsidence rates. As such, the Kern Subbasin GSAs will continue to monitor and report land subsidence throughout the entire Kern Subbasin, and coordinate with other entities that have interests in and responsibilities for land

subsidence caused or influenced by activities or processes outside of the GSAs' management authorities.

The GSAs have developed a comprehensive Action Plan for Land Subsidence (Appendix K-1) that covers subsidence monitoring, reporting, exceedance evaluation, coordination with key agencies (e.g., FWA and CASP), and future updates to Subsidence protocols and P/MAs based on forthcoming documents.

### Consideration of Adjacent Basins

MT extents in the Kern Subbasin are half the MT extents in the adjacent northward Tule and Tulare Lake Subbasins. Therefore, implementation of the 2025 Plan would not prevent neighboring subbasins from achieving their Land Subsidence sustainability goal(s). Although Land Subsidence MTs in the adjacent southern White Wolf Subbasin are currently set using groundwater levels as a proxy, Kern Subbasin GSAs are actively collaborating with the White Wolf GSA to ensure consistency as the White Wolf GSA develops more specific Land Subsidence SMCs.

### Relationships Between Sustainability Indicators

The Kern Subbasin recognizes the interconnected nature of SGMA's Sustainability Indicators and evaluates how changes in one may influence others. Key relationships are summarized below:

- 1. Groundwater Levels and Groundwater Storage
  - Direct Relationship: Chronic lowering of groundwater levels is directly related to reductions in groundwater storage.
  - Proxy Use: Groundwater level MTs are used as a proxy for storage reduction.
  - Impact Estimate: If groundwater levels decline from the MOs to the MTs, the reduction of storage would total approximately 7.2 million acre feet (MAF). Consistent with the Chronic Lowering of Groundwater Level UR criteria, 25 percent of this volume results in a reduction of storage of approximately 1.80 MAF per year. The estimated total decrease in storage from the historical and current water budgets (Section 9.3.2 and Appendix H-1) during the 2013-2016 drought was 7.47 MAF, and the annual decrease in storage during the 2013-2016 and 2021-2022 droughts was on average 1.832 MAF. Hence, a reduction of storage of less of than 1.80 MAF per year and cumulative reduction in storage of 7.2 MAF is not considered significant and unreasonable, as it is similar to the storage change observed during recent multi-year droughts without unreasonable dewatering of wells.

- 2. Groundwater Levels and Degraded Water Quality
  - No Subbasin-Wide Correlation: Trend analysis shows no consistent correlation between declining groundwater levels and degraded water quality across the Subbasin.
  - Localized Exceptions: Some areas show localized relationships due to specific geochemical or hydrologic conditions. These will be taken into consideration along with other relevant driving mechanisms when evaluating future MT exceedances (Appendix K-1).
  - Monitoring Approach: RMW-WQs and data from 42 Department of Drinking Water (DDW) regulated small community systems with 55 active groundwater wells are used to monitor potential interactions.

#### Groundwater Levels and Land Subsidence

- Simplified Predictive Analysis: Historical groundwater level declines and land subsidence data were used to project average HCM Area future subsidence extents at MTs.
- Protective Thresholds: Based on regional correlation analysis, projected subsidence at groundwater level MTs is below the MTs for land subsidence, indicating that groundwater level MTs are protective. Moreover, groundwater level MTs have been raised in areas to avoid groundwater levels falling newly below the Corcoran where they have not in the past. Groundwater level declines are projected through 2030, which is ten years before subsidence levels are projected to stabilize to account for potential residual subsidence in the future.
- Ongoing Monitoring: GSAs will compare observed subsidence with IMs and MTs annually and manage to the most protective indicator. GSAs will conduct quarterly check-ins with critical infrastructure operators to discuss land subsidence trends.
- Ongoing Modeling: The GSAs are integrating land subsidence into the C2VSimFG-Kern model as part of implementation of the 2025 Plan; the results of which will be used to ensure that MTs for chronic lowering of groundwater levels are protective of MTs set for land subsidence.

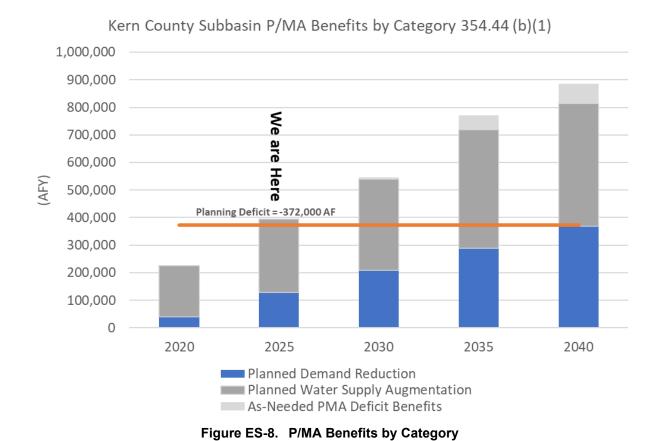
#### 4. Land Subsidence and Groundwater Storage

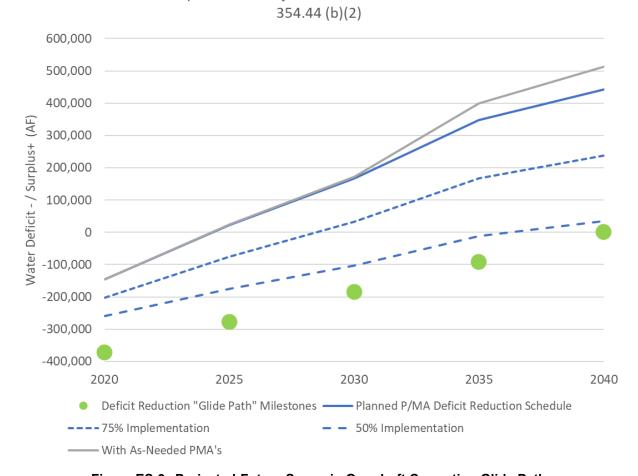
- Potential Impact: Subsidence can reduce storage capacity through compaction of fine-grained layers.
- Conclusion: Given the correlation with groundwater level SMCs, land subsidence MTs are not expected to cause unreasonable storage loss.

- 5. Land Subsidence and Water Quality
  - Arsenic Mobilization: Some studies suggest clay layer compaction may release arsenic.
  - No Observed Correlation: No link has been observed between land subsidence and arsenic or other COCs in the Kern Subbasin.
  - Monitoring Strategy: RMW-WQs in historically subsiding areas are used to track potential relationships.

# **ES.14** Projects and Management Actions

Achieving sustainability in the Kern Subbasin will require the implementation of P/MAs to address projected water budget deficits that contribute to groundwater level and storage declines, land subsidence, and water quality impacts. The Kern Subbasin has developed a portfolio of P/MAs, each with specific projected benefits, implementation triggers, and costs. The P/MA portfolio includes 387,000 AFY in demand reduction management actions and 452,000 AFY in water supply augmentation projects. To date, the Kern Subbasin has already begun to implement 47 percent of the identified P/MAs.





Kern County Subbasin Projected Deficit Reduction "Glide Path"

Figure ES-9. Projected-Future Scenario Overdraft Correction Glide Path

A linear "glide path" has been developed that will result in closing the projected Kern Subbasin deficit<sup>8</sup> of approximately 372,000 AFY by 2040, of which 99 percent is projected to be met with demand reduction P/MAs (Figure ES-8). Kern Subbasin GSAs have also included supply augmentation P/MAs. The 2025 Plan includes significantly more P/MAs than are required to address the projected deficit. In the event full estimated P/MA benefits are not ultimately realized, there is a built-in "safety factor" of nearly 2.2 and a plan to ensure that the Kern Subbasin projected deficit is reduced by 2040. Furthermore, under the Kern Subbasin Exceedance Policy, implementation of P/MAs could be triggered and/or accelerated if MT exceedances occur.

The supply augmentation and demand reduction P/MAs identified by the Kern Subbasin GSAs comprises a diverse portfolio of options that can be implemented as necessary to achieve sustainability from a comprehensive water quantity and water quality

<sup>&</sup>lt;sup>8</sup> The net deficit to be addressed by the 2040 GSP implementation deadline is the estimated deficit under the 2030 Climate Change scenario.

perspective. Additionally, eight Kern Subbasin P/MAs establish Subbasin-wide programs, policies, collaborations, and ongoing data gap filling.

The modeled simulated results for the planned P/MAs indicate that P/MA implementation along the planned glide path will successfully achieve sustainability and avoid URs for Groundwater Levels (and by proxy for the other applicable Sustainability Indicators) throughout the Kern Subbasin.

Specifically, the C2VSimFG-Kern model results have been used to compare simulated groundwater levels to the MTs and MOs for each RMW-WL. In general, across most of the Kern Subbasin, groundwater levels fall near or below MTs without P/MAs implementation but are typically above the MT for the simulations that include P/MAs (Figure ES-10).

The implementation glide path identified by the Kern Subbasin provides a general guide to how quickly these benefits are to be realized. To date the Kern Subbasin GSAs have

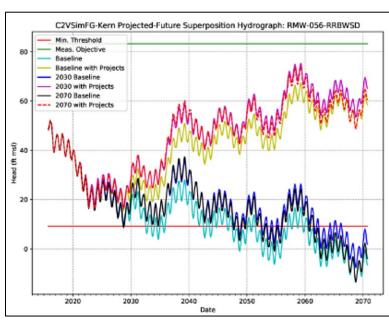


Figure ES-10. C2VSim-FG-Kern Projected Future Superposition Hydrograph (2030 Climate Change)

taken action on multiple P/MAs (e.g., development of new recharge basins). The exact schedule and order of implementation for other P/MAs, as seen in Figure ES-9, will be adaptively managed. Further analysis will be conducted to prioritize the P/MAs based on consideration of factors such as permitting, engineering feasibility, cost effectiveness, need to prevent particular URs, funding opportunities, etc. In general, P/MAs being considered for implementation will be discussed during GSA Board Meetings, which are noticed and open to the public. Additional stakeholder outreach efforts will be conducted prior to and during P/MA implementation, as required by law.

# **ES.15 Monitoring Network**

The objective of monitoring networks under SGMA is to continue to collect sufficient data to evaluate the Sustainability Indicators and assess potential impacts to the beneficial uses and users of groundwater. The Kern Subbasin representative monitoring network incorporates existing monitoring efforts conducted by local agencies and regional programs, including DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) program, the Irrigated Lands Regulatory Program (ILRP), Central Valley-Salinity Alternatives for Long-term Sustainability (CV-SALTS), among

others. Within this broader network, the Representative Monitoring Network (RMN) serves as a focused subset of monitoring sites used to characterize general basin conditions and evaluate Sustainability Indicators in accordance with SGMA requirements.

In the Kern Subbasin, the current RMN consists of:

- 187 representative monitoring wells for chronic lowering of groundwater levels (RMW-WLs) and, by proxy, groundwater storage;
- 55 representative monitoring wells for degraded water quality (RMW-WQs); and
- 123 representative monitoring sites for land subsidence (RMW-LSs), which include extensometers, benchmarks, and GPS stations. Basin-wide land subsidence is also monitored using InSAR satellite data.

To ensure the RMN is spatially and vertically representative of groundwater conditions and beneficial use and users across the Kern Subbasin, the Kern Subbasin GSAs conducted a detailed monitoring network assessment. This analysis considered the spatial and depth distribution of representative monitoring wells in relation to the distribution of wells that support various beneficial uses. Using a standardized hexagonal grid framework, the Kern Subbasin GSAs identified data gaps—particularly in monitoring of localized shallow groundwater conditions—and developed an implementation plan to address those gaps. The groundwater level monitoring network analysis identified three confirmed data gaps and seven potential data gaps related to representation of localized shallow groundwater conditions. The groundwater quality network analysis identified 30 data gaps, primarily in areas with medium to high domestic well density. The Kern Subbasin GSAs plan to fill these data gaps using existing or newly installed monitoring wells by the end of 2026. These findings and planned actions are summarized in Section 15.5.

Data collected through the RMN follows established monitoring protocols, is stored in the Kern Subbasin Data Management System (DMS), and is submitted to DWR in accordance with SGMA requirements. Quality assurance and quality control procedures are conducted by each GSA prior to data reporting. In the event of a MT exceedance for any Sustainability Indicator, all Kern Subbasin GSAs will be notified, triggering the Kern Subbasin Exceedance Policy and associated investigations and actions as outlined in Appendix K-1.

# **ES.16** Plan Implementation

Collectively, the SGMA implementation activities described in the 2025 Plan demonstrate the Kern Subbasin GSAs have actively implemented specific P/MAs, policies, and programs to sustainably manage groundwater resources for all beneficial uses and users and will continue to do so in order to meet the defined Sustainability

Goal. Key SGMA and groundwater management implementation activities to be undertaken by the Kern Subbasin GSAs through 2040 include:

- Annual reporting
- Monitoring and data collection
- Data gap filling
- P/MA implementation, including policy development to support Plan implementation
- Technical and non-technical coordination with other water management entities within and outside the Kern Subbasin
- Continued outreach and engagement with stakeholders
- Enforcement and response actions, including:
  - Exceedance Policy
  - Well Mitigation Program
- Evaluation and updates as part of the required periodic evaluations (i.e., "fiveyear updates")

Costs associated with implementation of groundwater management activities fall under two categories: (1) Subbasin-wide groundwater management activities, and (2) Individual GSAs to implement P/MAs within their jurisdictions, including capital/one-time costs and ongoing costs. Most costs for Subbasin-wide groundwater management activities are shared equally between the GSAs and are estimated as an annual cost of approximately \$1.4 million. For GSA-specific P/MA implementation, the GSAs intend to meet these cost obligations through a combination of landowner contributions (within their jurisdictions), partnering agencies, grant funding (DWR, United State Bureau of Reclamation, Federal Emergency Management Agency, etc.), locally available funds, and other available sources to be determined.

#### **ES.17 Conclusion**

The passage of the SGMA has fundamentally reshaped groundwater governance in California, introducing clear concepts, actions, and timelines to achieve sustainability and prevent Undesirable Results. For high-priority and critically overdrafted basins like the Kern Subbasin, this has created a renewed urgency to enhance monitoring, planning, and response efforts. Each GSA within the Kern Subbasin is actively exercising its authority to implement the coordinated groundwater management strategy outlined in the 2025 Plan.

The Kern Subbasin GSAs remain committed to the SMCs established to prevent URs. The Kern Subbasin GSPs have multiple layers of protection: a robust groundwater level, quality, and subsidence monitoring network that is being actively expanded to fill data gaps; protective MTs while managing groundwater to MOs; a well-funded well mitigation

program to address groundwater level and quality impacts (particularly on domestic well users) due to groundwater management activities; and implementation of targeted P/MAs that correct the projected deficit (under 2030 climate-change conditions) to avoid Undesirable Results and maintain Subbasin sustainability.

With a shared vision and a science-based approach, the Kern Subbasin GSAs are confident in their ability to achieve the Sustainability Goal by SGMA's statutory deadline. The Kern Subbasin GSAs are dedicated to long-term, coordinated groundwater management, ongoing engagement, and building consensus to ensure a reliable groundwater supply for current and future generations.

# Third Amended Kern County Subbasin Coordination Agreement

This Third Amended Kern County Subbasin Coordination Agreement ("Agreement" or "Coordination Agreement") is made effective as of \_\_\_\_\_\_\_, 2025 by and among the Groundwater Sustainability Agencies (each a "GSA" and collectively "GSAs") within the Kern County Subbasin (each a "Party" and collectively the "Parties") developing multiple Groundwater Sustainability Plans ("GSPs"). The Parties are identified in Attachment 1 and make this Agreement with reference to the following facts:

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act, and regulations were later adopted to implement SGMA and are codified in Title 23 of the California Code of Regulations ("CCR"), all of which are referred to collectively in this Agreement as "SGMA"; and

**WHEREAS**, SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources ("DWR") to manage groundwater in a sustainable manner; and

**WHEREAS**, the Kern County Subbasin (Basin Number 5-22. 14, DWR Bulletin 118) ("Subbasin") which lies within the San Joaquin Valley Groundwater Basin, has been designated as a high-priority basin by DWR; and

**WHEREAS**, the Subbasin includes twenty (20) GSAs managing the Subbasin through multiple coordinated GSPs; and

**WHEREAS**, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs intending to develop and implement multiple GSPs within a subbasin to enter into a coordination agreement; and

WHEREAS, the Agreement does not prevent any Party from providing comments on a GSP, or otherwise coordinating among parties with regard to specific items in a GSP outside this Agreement, on issues including but not limited to specific border conditions between GSPs and/or the timing and/or effect of projects and management actions contained within another GSP; and

**WHEREAS**, nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right;

WHEREAS, this Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, related to the coordination of GSPs in the Subbasin, including the Coordination Agreement effective January 20, 2020, the First Amended Coordination Agreement effective July 22, 2022, and the Second Amended Coordination Agreement effective December 13, 2024.

**THEREFORE**, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

# Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend for this Agreement to describe how the Parties will work together to ensure coordinated implementation of the multiple GSPs covering the Subbasin to satisfy the requirements of SGMA. In particular, it documents the Parties' agreement to rely upon or otherwise include identical language, content, and form for the GSPs, and to require any future amendment to those GSPs be approved by unanimous consent of the Parties, unless a change is (1) specific to an individual GSA's data or information, (2) required to comply with SGMA, and (3) would not otherwise impact the language, content, and form of the collective GSPs approved through the governance process described in Section 3 below. This Agreement shall be incorporated into each GSP that is adopted to cover a portion of the Subbasin.

# **Section 2** General Guidelines

#### **Responsibilities of the Parties**

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect any Party's responsibility to implement the terms of the GSP it has adopted pursuant to SGMA. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

#### No Adjudication or Alternative Plans in the Subbasin

As of the date of this Agreement, there are no portions of the Subbasin that have been adjudicated or have submitted an alternative to a GSP to DWR pursuant to Water Code section 10733.6.

# **Section 3** Governance

#### **Subbasin Coordination Committee**

The Subbasin Coordination Committee will facilitate discussion of Coordination Activities (defined below). The Subbasin Coordination Committee will consist of one representative appointed from each Party. Compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party. Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing Party and may be removed or substituted from the Subbasin Coordination Committee by the appointing Party at any time.

- 3..1 The Subbasin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement.
- 3..2 The Subbasin Coordination Committee may suggest subcommittees, workgroups, or otherwise request staff and/or consultants of the Parties develop technical data, supporting information and/or recommendations.

The purposes of the Subbasin Coordination Committee are to (1) provide a forum to discuss each Party's recommendation regarding the appointment of a Plan Manager who will act in accordance with this Agreement; and (2) provide a forum wherein the Parties may discuss Subbasin coordination activities, which may include the Parties' development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin, pursuant to SGMA requirements ("Coordination Activities").

#### Plan Manager

Appointment (or renewal) of the Plan Manager shall require the affirmative vote of more than 75% of the Subbasin Coordination Committee, and any vote to remove the Plan Manager shall require a vote of more than 25% of the Subbasin Coordination Committee. A removed Plan Manager is not eligible for reappointment. Any Party may call for a review of the Plan Manager's engagement at any time. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board ("SWRCB"), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or Party. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

# Section 4 Exchange of Data and Information

#### **Procedure for Exchange of Information**

- 4..1 The Parties may exchange information through collaboration and/or informal requests made at the Subbasin Coordination Committee level or through subcommittees suggested by the Subbasin Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Subbasin Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.
- 4..2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Subbasin Coordination Committee.

#### Non-Disclosure of Confidential Information

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

# **SECTION 5 GSP Data and Methodologies**

Pursuant to Water Code section 10727.6 and 23 CCR § 357.4, the Parties have agreed to the same data and methodologies used in their respective GSPs for the following: (1) groundwater elevation data; (2) groundwater extraction data; (3) surface water supply; (4) total water use; (5) change in groundwater storage; (6) water budget; and (7) sustainable yield. In addition, the Parties have further agreed to the same data and methodologies used in the development of Sustainable Management Criteria (SMC). The Parties have further agreed that such methodologies will continue to be used in the future development and implementation of such GSPs, except to the extent modified by the Parties in the future in compliance with SGMA and the protocols established in the GSPs.

#### **Coordinated Data Management System**

The Parties have developed and will maintain a data management system ("DMS") that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and Monitoring Network of the Subbasin as described in the GSPs as required by SGMA.

# **SECTION 6 Coordinated Monitoring Networks**

The Parties shall rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all GSAs and any management areas within the boundaries of the defined Subbasin, and do so in the development and implementation of the GSPs covering the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs, including Sections 8 ("Current and Historical Groundwater Conditions") and 15 ("Monitoring Network"). The Parties have selected the infrastructure (wells, extensometers, etc.) comprising the Monitoring Network because it accurately represents baseline groundwater conditions and is designed to generate sufficient data to evaluate changing conditions occurring through implementation of the GSPs.

The Parties shall also rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that have been developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all GSAs and any management areas within the defined boundaries of the Subbasin. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing SMC, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

#### **Monitoring Networks Protocols**

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the defined boundaries of the Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

#### **Party Changes to Subbasin Monitoring Networks**

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in the GSPs, and as follows.

To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the details and data reasonably necessary to review the request and evaluate potential effects, and as required by DWR. At a minimum, a request should provide the following information:

- 1. Reason for change (e.g., collapsed well, dedicated monitoring station constructed, additional monitoring to represent recently constructed project, etc.).
- 2. Type of monitoring point, construction information (e.g., well depth, use type, etc.), description of conditions being represented and documentation of how the monitoring point is representative of those conditions, elevation, and latitude/longitude coordinates.
- 3. Applicable sustainability indicators (i.e., groundwater levels, water quality, subsidence, groundwater in storage), and SMCs and documentation of data and methodology used to establish each SMC, if historical data is available.

The Plan Manager shall prepare a coordinated request memorandum for Subbasin Monitoring Networks changes semiannually on June 1<sup>st</sup> and January 1<sup>st</sup> for submittal to the Subbasin Coordination Committee and DWR. The Plan Manager shall report receipt of DWR confirmation and/or collect additional information as requested by DWR following submittal of the request. Following DWR processes, the Plan Manager shall confirm the changes with the individual Party(ies) and Subbasin Coordination Committee, in compliance with SGMA and any DWR guidelines.

# **SECTION 7 Coordinated Water Budgets**

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all GSAs and any management areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in Section 9 ("Water Budget Information") of the GSPs.

# **SECTION 8 Well Mitigation Program**

The Parties have established, and will continue, a Subbasin domestic well mitigation program ("Well Mitigation Program"), and exceedance policies, to provide emergency and interim drinking water supplies, and long-term solutions for households reliant on domestic wells that have lost access to drinking water due to dry wells, or have lost well production or experienced groundwater quality degradation caused by groundwater management activities of a GSA. The current version of the Well Mitigation Program is attached to the GSPs, which may be amended from time to time by agreement of the Parties without an amendment of this Agreement.

# SECTION 9 Adoption and Use of the Coordination Agreement

#### **Cooperative Implementation of GSPs**

The Parties intend that the multiple GSPs will be implemented together to satisfy the requirements of SGMA. To facilitate cooperative and coordinated plan implementation, the Parties have agreed to utilize the same groundwater models, descriptions of the physical setting and characteristics of the separate aquifer systems within the Subbasin, methodologies as specified in Water Code section 10727.6, definitions of undesirable results, minimum thresholds, measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the entire Subbasin and how it will be sustainably managed.

#### **GSP and Coordination Agreement Submission**

The Parties shall submit their respective GSPs to DWR or SWRCB through the Plan Manager in accordance with SGMA. The Parties intend for this Agreement to demonstrate compliance with the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4, and 10727.6 for the entire Subbasin.

#### **Reporting Coordination**

#### **Annual Reports**

The Parties will submit a joint annual report to DWR through the Plan Manager by April 1 annually. The annual report shall contain information about the Subbasin as duly required by SGMA or DWR.

#### **Annual Data Collection and Reporting**

The Parties will submit to DWR through the Plan Manager their collective data for Representative Monitoring Wells, as provided in the GSP. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

- Collection of data between the approved timeframes only
- Spring Measurements: January 15th to March 30th
- Fall Measurements: August 15th to November 15th

The Plan Manager shall submit the collective data to DWR after obtaining data from each Party within the Subbasin as follows:

Spring Measurements: July 1st

Fall Measurements: January 1st

The Parties agree to comply with these requirements to provide data into the DMS annually.

#### **Exceedances**

The Parties agree to comply with the Exceedance Policy and Action Plans (Appendix K-1) and Degraded Water Quality Implementation Provisions (Appendix K-2).

#### In Event Entire Subbasin Not Covered by GSP

In the event it appears that the entire Subbasin may not be covered by one or more GSPs after January 31, 2020, each Party may take such action as deemed necessary or appropriate by such Party with respect to filing its GSP and/or other documents with DWR or the SWRCB.

#### **Duration of Coordination Agreement**

This Coordination Agreement shall commence upon its full execution and continue until the next periodic evaluation of the GSP(s) covering the Subbasin pursuant to 23 CCR § 356.4, or action by the SWRCB to designate all or part of the Subbasin as probationary under Water Code section 10735.2, whichever occurs first. If the SWRCB takes action first, then this Agreement will continue for twelve (12) months after the effective date of the SWRCB's action. The Parties shall review the Coordination Agreement for renewal, with or without amendment or modification, at each periodic evaluation or upon action by the SWRCB to designate all or part of the Subbasin as probationary.

# **SECTION 10 Modification and Termination**

#### Modification

This Agreement shall be reviewed as part of each periodic evaluation under 23 CCR § 356.4 and may be supplemented, amended, or modified only by the written agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

This Agreement may also be amended at any time by unanimous agreement of the Parties.

#### Withdrawal, Termination, Adding Parties

A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days' written notice to the other Parties.

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a portion of the Subbasin that would otherwise be without coverage.

This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

# **SECTION 11 Dispute Resolution**

#### **Procedures for Resolving Conflicts**

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty (30) days after such written notice, the disputing Parties shall attempt in good faith to resolve the dispute through informal means. If the disputing Parties cannot agree upon a resolution of the dispute within thirty (30) days from the provision of written notice

specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing Parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the dispute. If the disputing Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the disputing Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

#### Litigation

In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall be used to limit one Party's ability to file litigation against another Party for the purpose of enforcing SGMA compliance or other matters related to groundwater.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

| Attachment 1 | l |
|--------------|---|
|--------------|---|

[Insert All GSAs]

# KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308 Meeting of the Board of Directors July 28, 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=MXovFd9w4IFdX8AnOTJBUbbKBaglaC.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 with 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 23, 2025 (Jenny)

#### 5. Financial Report

a. \*Financial Report & Accounts Payables (Jenny)

#### 6. Administration

- a. Executive Director Report (Jenny)
- b. Landowner Outreach (Debbie)
- c. \*Landowner Assessment Ad Hoc (Barry)

#### 7. DWR Grant Administration

a. Report on 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 (Jenny)

#### 10. Legal (Valerie)

- a. Statewide Update
- b. Coordination Agreement
- c. \*JPA Amendment and Ad Hoc

#### 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.

# FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT KERN NON-DISTRICTED LAND AUTHORITY

THIS FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (**Agreement**) is made and effective on the last date executed (**Effective Date**) pursuant to the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*) by and among the public agencies listed on the attached **Exhibit A** (each, a **Member** and collectively, **Members**) providing for the Kern Non-Districted Land Authority (**Authority**) and setting the terms pursuant to which the Authority will operate.

#### RECITALS

- A. Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 et seq.). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have three times amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.
- **B.** Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.
- C. The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, "Kern County Subbasin" means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (DWR).
- **D.** Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:
  - 1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;
  - 2. A collection of local agencies has adopted GSPs that collectively serve as a

- 3. DWR has approved an alternative pursuant to Water Code section 10733.6.
- **E.** No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.
- F. Water Code section 10724(a) provides that, "[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area." The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.
- G. The Kern County Water Agency (KCWA), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (KGA), with KCWA's jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (Non-districted Land). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (Outside Member Land).
- H. The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member's rights and authorities under its GSP, what lands are included in a Member's GSA or GSP, or over a Member's own internal matters, including, but not limited to, a Member's surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

# ARTICLE 1 DEFINITIONS

- **1.1** "Associate Members" means those Members of the Authority identified on the attached **Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.
- **1.2** "Board of Directors" or "Board" means the governing body of the Authority as established by Section 3.01 below.
- 1.3 "General Member" means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.
- 1.4 "Jurisdictional Member" means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.
- 1.5 "Members" means the General Members, Associate Members, and Jurisdictional Member.
- 1.6 "Special Activities" means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

# ARTICLE 2 CREATION OF AUTHORITY

- **Creation of Authority.** There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).
- **Purpose of the Authority.** The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.
- 2.3 Term. This Agreement will become effective upon execution by all of the Members and will remain in effect unless earlier terminated pursuant to Section 4.10. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which is terminated or withdraws from its participation in the Authority pursuant to Section 4.10.. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.

#### **ARTICLE 3**

#### **POWERS**

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers Act (Govt. Code, §§ 6500 et seq.), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

# ARTICLE 4 INTERNAL ORGANIZATION

- **4.1 Governing Body.** The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.
- **A.2** <u>Directors.</u> Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4

below. A Director and any alternate Director so named will continue to serve until his or her respective successor is appointed.

- **4.3 Officers.** The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.
- **4.4** Committees. The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No committee or participant on such committee will have any authority to act on behalf of the Authority.
- **Quorum.** Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.
- **Yoting.** Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.
- **Affirmative Decisions of the Board of Directors.** Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.
- **4.8** <u>Meetings</u>. Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)
- **4.9 Special Activities.** With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members

to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) <u>Continued Administration of Existing Grants</u>. As a first Special Activity, which will not be subject to approval by the Board of Directors, the Members agree the Authority may continue to administer grants awarded to the Authority prior to the Effective Date in the same fashion as those grants have historically been administered by the Authority. However, this agreed Special Activity for administration of existing grants may not serve as a precedent for administration by the Authority of any future grants as those must be the subject of an additional Special Activity and Board approval.

## 4.10 Admission, Withdrawal, and Termination of Members.

- (a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.
- (b) A Member may withdraw from the Agreement by providing 180 days' notice to the Executive Director and all current Members. Withdrawal does not affect, alleviate, or otherwise terminate any financial obligations made prior to notice of withdrawal while a Member, including payment of budget obligations approved while still a Member.
- (c) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

- (d) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's termination.
- (e) A Member's withdrawal under Section 4.10(b) or termination under Section 4.10(c) shall not otherwise affect the Agreement or the Authority's ability to operate under this Agreement without the terminated or withdrawn Member,.

# ARTICLE 5 FINANCIAL PROVISIONS

- **5.1 Fiscal Year.** The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).
- **Funds; Accounts.** An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board of Directors. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board of Directors may compensate the fiscal agent for services rendered.
  - (a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.
  - **(b)** The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.
- **Property; Bonds.** The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.
- **Budget.** By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

#### 5.5 **Payments to the Authority.**

(a) Except as otherwise provided, all fees, costs and expenses incurred by the

Authority for general administrative services, such as legal, preparation of audits, and other general administrative functions, and activities related to development and implementation of a GSP for Non-districted Land covered by the Authority's GSP or GSP chapter shall be funded (i) from permissible contributions from or charges to third parties, including landowners within the Non-districted Land covered by the Authority's GSP or GSP chapter and (ii) assessments on the Members and Associate Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members and Associate Members, as shown on the attached **Exhibit A**. Members that were not Members of the Authority prior to the Effective Date (i.e., Members joining the Authority through execution of this Agreement) shall not be obligated to pay assessments to the Authority for any of the debts, liabilities or obligations of the Authority incurred prior to the Effective Date, unless expressly assumed in writing.

- (b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.
- 5.6 <u>Liability For Debts</u>. The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached Exhibit A.
- **5.7 SGMA-Related Expenses Incurred by Members.** Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.
- **Separate Entity; Property.** In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

# 5.9 <u>Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.</u>

- (a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.
- (b) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

## ARTICLE 6 MANAGEMENT

The Authority may, by contract, hire for management services to the Authority. In lieu of that hiring, the Authority may engage one or more staff members from the Members, with the consent of that Member, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any staff member so engaged shall remain the employee of the Member employing him or her, and that Member shall be solely responsible for the staff member's compensation.

# ARTICLE 7 MISCELLANEOUS PROVISIONS

- **7.1** Amendment. This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained.
- 7.2 <u>Severability and Validity of Agreement</u>. If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.
- **Assignment.** Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to

assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

- **7.4** Execution in Parts or Counterparts. This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.
- 7.5 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.
- **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.
- 7.7 <u>Interpretation</u>. The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth on the attached **Exhibit A**.

## **EXHIBIT A**

| GENERAL MEMBERS |  |       |  |  |  |  |
|-----------------|--|-------|--|--|--|--|
| Name:           | ARVIN-EDISON WATER STORAGE<br>DISTRICT | Name: | WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT          |  |  |  |
| Name:           | TEJON-CASTAC WATER DISTRICT            | Name: | KERN DELTA WATER DISTRICT                              |  |  |  |
| Name:           | KERN-TULARE WATER DISTRICT             | Name: | KERN COUNTY WATER AGENCY<br>IMPROVEMENT DISTRICT NO. 4 |  |  |  |
|                 |  |       |  |  |  |  |

| Name: | SOUTHERN SAN JOAQUIN<br>MUNICIPAL UTILITY DISTRICT             | Name: SHAFTER-WASCO IRRIGATION DISTRICT                 |
|-------|--|---|
| Name: | SHAFTER-WASCO IRRIGATION<br>DISTRICT SEVENTH STANDARD<br>ANNEX | Name: NORTH KERN WATER STORAGE DISTRICT                 |
| Name: | CAWELO WATER DISTRICT  | Name: WESTSIDE DISTRICT WATER AUTHORITY                 |
| Name: | SEMITROPIC WATER STORAGE<br>DISTRICT                           | Name: KERN WATER BANK GROUNDWATER SUSTAINABILITY AGENCY |

| Name: WEST KERN WATER DISTRICT  Name: OLCESE WATER DISTRICT  |   |  |  |  |  |  |  |
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| Name:       ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT       Name:       BUENA VISTA WATER STORAGE DISTRICT | E |  |  |  |  |  |  |
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| Name: KERN COUNTY WATER AGENCY PIONEER PROJECT GSA   |   |  |  |  |  |  |  |
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| ASSOCIATE MEMBERS  |   |  |  |  |  |  |  |
| Name: EASTSIDE WATER MANAGEMENT  |   |  |  |  |  |  |  |
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| JURISDICTIONAL MEMBER    |  |  |  |  |  |
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| KERN COUNTY WATER AGENCY |  |  |  |  |  |
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## **COMMITTEE FOR DELTA RELIABILITY**

## **AGENDA**

Date: Tuesday, July 8, 2025 Time: 1:00 pm – 2:30 pm

Location: Zoom

#### 1. Administration

- a. Update and April 8, 2025, Meeting Notes (Brad S.)- (Page 2)
- b. Financial Report WRMWSD (Page 4)
- c. Date of Next Meeting: October 14, 2025

### 2. Center for California Water Resources Policy and Management External Communications

- a. Coordination with SWC, SLWMDA, and Westlands Water District (Brad S.)
- b. Blog Activity (Dennis M.)

#### 3. Federal Efforts

- a. H.R. 1897 (Westerman) ESA Amendments Act of 2025 (Paul W.)
- b. Federal Administration Changes (Paul W.)
- c. Potential Biological Opinion Changes (Paul W.)

#### 4. State Efforts

- a. Summer/Fall X2 PROACT Process (Scott H. and Dennis M.)
- b. State Water Board Bay Delta Plan Update & Voluntary Agreements (Paul W.)
- c. White Sturgeon Listing & Potential Legislation (Paul W.)
- d. Striped Bass Petition at California Fish & Game Commission (Paul W.)
- e. CEQA Reform (Paul W.)
- f. CSAMP Update (Brad S.)

## Special Meeting of the Board of Directors of South Valley Water Resources Authority <u>Agenda</u>

Kern Water Bank Authority Office 1620 Mill Rock Way, Suite 500 Bakersfield, CA, 93311

July 14, 2025, at 10:00 am

### Call to Order

- **1. 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 any matter not on the agenda and over which the Board has jurisdiction, provided no action shall be taken on any such matter unless otherwise provided.
- 2. Minutes

Approval of minutes of 5/22/25 regular board meeting

- 3. Review and Possible Adoption of Purchasing Policy
- **4. Directors Forum –** discussion only, no action
  - a. SGMA
  - b. SWP & KCWA
  - c. Kern River
  - d. Other
- 5. New Business for Consideration at Future Meetings and Announcements
- 6. Adjournment

# Special Project Management Committee (Special Activity Agreement #1) of South Valley Water Resources Authority

## Fish Friendly Diversion Project <u>Agenda</u>

Kern Water Bank Authority Office 1620 Mill Rock Way, Suite 500 Bakersfield, CA, 93311

July 14, 2025, at 10:02 am

#### Call to Order

**1. Public Input**—This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Committee members any matter not on the agenda and over which the Committee has jurisdiction, provided no action shall be taken on any such matter unless otherwise provided.

#### 2. Minutes

Approval of committee meeting minutes of 5/22/25

## 3. Financial Reports

- a. Presentation of financial reports for May and June.
- b. May and June accounts payable.

## 4. Fish Friendly Diversion Demonstration Project

- a. Project Financial Status Budget vs Actual
- b. Demonstration Project Permitting status
- c. Review Project Construction Proposal
- **5.** Water Blueprint for the San Joaquin Valley Update
- **6. Collaborative Action Plan for the San Joaquin Valley** Update
- 7. USBR SJR Valley Plan

Update

- 8. New Business for Consideration at Future Meetings and Announcements
- 9. Adjournment



Website: SitesProject.org

## Reservoir Committee/Authority Board Meeting

July 18, 2025

9:00 AM - Noon

Code: 160 307 636#

**Meeting Virtual Link** 

Call in: **1-916-538-7066** 

122 Old Hwy 99W, Maxwell, CA 95955

(additional locations below)

Authority Board Chair: Fritz Durst (Reclamation District 108)

Authority Board Vice-Chair: Jeff Sutton (Glenn-Colusa Irrigation District)

Reservoir Committee Chair: Robert Kunde (Wheeler Ridge-Maricopa Water Storage District)

Reservoir Committee Vice-Chair: Jordon Navarrot (RD108 & Dunnigan Water District)

Treasurer: Jamie Traynham (Davis Water District)

## AGENDA

## **ROLL CALL & CALL TO ORDER:**

- Introduction
- Pledge of Allegiance
- Approval of meeting agenda, July 18, 2025
- Announcement of Closed Session
- Period for Public Comment

People may speak about any subject of concern, provided it is within the Reservoir Committee's (RC) and Authority Board's (AB) jurisdiction. Before speaking, you must submit a public comment card electronically or on paper. The time allotted for receiving such public communication shall be 3 minutes per person. Note: No action shall be taken on comments made during this period. If your comment is related to a specific agenda item, please indicate this on your comment card, and you will be called upon at that time.

## 1. Consent Agenda

Approximate start time 9:10 am

The Executive Director reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person. Each item indicates the body authorized to approve such actions according to the JPA, Bylaws and Project Agreement.

- 1.1 Reservoir Committee and Authority Board consider approval of June 20, 2025, Reservoir Committee and Authority Board Meeting Minutes. (Attachments A & B)
- 1.2 Reservoir Committee and Authority Board consider acceptance of a revised schedule for submitting Sites Project Authority monthly financial statements for approval and consider acceptance of the Sites Project Authority Treasurer's Report. The proposed schedule would result in financial

statements being delayed 1-month when compared to prior cadence. As an example, the June financial statements will be submitted for board approval at the August meeting. (Attachments A & B)

- 1.3 Reservoir Committee and Authority Board consider approval of the Sites Project Authority Payment of Claims. (Attachments A & B)
- 1.4 Reservoir Committee and Authority Board consider approval to increase total consultant contract authority for specified consultant contracts to cover changes in the Board adopted Revised Fiscal Year 2025 Budget. (Attachment A)
- 1.5 Reservoir Committee and Authority Board consider authorizing the Executive Director to enter into reimbursable agreement with the United States Army Corps of Engineers to reimburse for expediting and priority review of the Project's permitting (including permit implementation) under the Army Corps' jurisdiction for a total of up to \$2,500,000 through September 30, 2035, with an initial payment of \$250,000 through September 30, 2026.

## 2. Action Items:

Approximate start time 9:20 am

- 2.1 Reservoir Committee and Authority Board consider approval of the 2024 Financial Auditor's Report, which includes a Federal Single Audit. (Attachments A & B)
- 2.2 Reservoir Committee and Authority Board consider approving a Resolution authorizing lead negotiator to act on behalf of Authority in Partnership Agreement negotiations with Reclamation. (Attachments A &B)
- 2.3 Reservoir Committee and Authority Board consider approval of a consulting agreement/contract with Sharper Consulting, LLC to provide Purchasing Office Lead services for the period of August 1, 2025 through June 30, 2026.
- **3.** <u>Discussion and Information Items</u>: Approximate start time 9:45 am *No action from the Reservoir Committee or Authority Board.*
- 3.1 Receive an update on the progress being made in the development of the Benefits & Obligations Contract, updated Bylaws, and amended and restated Joint Powers Agreement.
- 3.2 Review and Comment on progress being made by Participation Ad Hoc Subcommittee on assignment/delegation of Capacity Interest Among Existing Participants.

3.3 Review and comment on the updated conditions precedent quarterly status report. (Attachments A & B)

## 4. Reports:

Approximate start time 10:15 am

## 4.1 <u>Chairpersons' Reports</u>:

This time is set aside to allow the Reservoir Committee & Authority Board Chair/Vice-Chair an opportunity to disclose/discuss items related to the Project.

## 4.2 Committee & Workgroup Chairpersons' Reports:

This time is set aside to allow the Committee & Workgroup Chairpersons an opportunity to disclose/discuss items related to the Sites Project. Agendas are located on the project website (sitesproject.org).

## 4.3 Authority Board & Reservoir Committee Participant Reports:

This time is set aside to allow Representatives or their Alternates to disclose/discuss items related to the Sites Project.

## 4.4 <u>Executive Director's Reports</u>:

- Monthly status report. (Attachment A)
- Action Items from last month's meeting. (Attachment B)
- Work Plan schedule. (Attachment C)
- Cash Flow Curve (Attachment D)

### 5. Closed Session:

Approximate start time 10:30 am

- 5.1 Negotiations concerning water right permit terms and conditions (Govt. Code §54956.9(c) and §54956.9(d)(1)).
- 5.2 Conference with Real Property Negotiators (Gov. Code § 54956.8).

Property: Various parcels comprising the Sites Reservoir and related facilities.

Agency negotiators: Jerry Brown, Ali Forsythe

Negotiating parties: California Department of Fish and Wildlife

Under negotiation: Price and terms of payment for water storage and conveyance capacity.

5.3 Conference with Real Property Negotiators (Gov. Code § 54956.8).

Property: Various parcels comprising the Sites Reservoir and related facilities.

Agency negotiators: Jerry Brown, Ali Forsythe Negotiating parties: U.S. Bureau of Reclamation

Under negotiation: Price and terms of payment for water storage and conveyance capacity.

5.4 Conference with Real Property Negotiators (Gov. Code §54956.8):

Property: Various parcels comprising the Sites Reservoir and related facilities.

Agency Negotiators: Jerry Brown

Negotiating Parties: Colusa County, Glenn County, Yolo County

Under Negotiation: Price and terms of payment

6. Report from Closed Session

Approximate start time 11:55 am

7. Recap:

Approximate start time 11:58 am

- 7.1 Suggested Future Agenda Items.
- 7.2 Next Board Meeting, Friday, August 22, 2025 (9:00 am to noon).

Meetings are held virtually and in the Maxwell Project Office.

Virtual Information will be provided on the meeting agenda at Sitesproject.org.

#### **ADJOURN**

<u>ADA COMPLIANCE</u>: Upon request, agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request the necessary accommodation. Please make your request to the Board Clerk, specifying your disability, the format in which you would like to receive this Agenda and any other accommodation required no later than 24 hours before the start of the meeting.

This meeting will be recorded.

### **Alternate Meeting Locations**:

Coachella Valley Water District, 75515 Hovley Lane East, Palm Desert, CA 92211

Desert Water Agency, 1200 S. Gene Autry Trail, Palm Springs, CA 92264

Irvine Ranch Water District, 15600 Sand Canyon Ave, Irvine, CA 92618

Metropolitan Water District, 1121 L Street, Suite 900, Sacramento, CA 95814

Rosedale Rio Bravo Water District, 849 Allen Road, Bakersfield, CA 92214

Santa Clarita Valley Water Agency, 26501 Summit Circle, Santa Clarita, CA 91350

San Gorgonio Pass Water Agency 1210 Beaumont Ave, Beaumont, CA 92223

Wheeler Ridge-Maricopa Water Storage District, 12109 Highway 166, Bakersfield, CA 93313