

KERN COUNTY WATER AGENCY

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

Notice of BOARD OF DIRECTORS MEETING

December 18, 2024

Conference Line: [+1 \(571\) 317-3122](tel:+15713173122)
Access Code: 863-465-805#
<https://global.gotomeeting.com/join/863465805>

AGENDA

- I. Call to order – 12:00 p.m.
- II. Report of the General Counsel
 - A. Authorization for Closed Session regarding:
 1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9, subdivision (a)):
 - a. Applications Filed for Kern River Water
 - b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments
 - c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)
 - d. California Department of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds
 - e. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)
 - f. Kern Delta Water District, *et al.* v. Rosedale-Rio Bravo Water Storage District (Onyx CEQA)
 - g. Rosedale-Rio Bravo Water Storage District v. Buena Vista Water Storage District, *et al.* (Onyx Water Rights)
 - h. California Sportfishing Protection Alliance, *et al.* v. California State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)

- i. California Sportfishing Protection Alliance, *et al.* v. State Water Resources Control Board, *et al.*, Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)
 - j. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)
 - k. Pacific Coast Federation of Fishermen’s Associations, *et al.* v. Ross,, E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al.* v. Ross, *et al.*, E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)
 - l. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)
 - m. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974
 - n. Long-term State Water Project Operations Cases, Sacramento County Superior Court Case No. JCCP 5117
 - o. Temporary Applications Filed for Kern River Water
 - p. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220
 - q. Delta Conveyance Project Litigation, Court Case No. 24WM000017
 - r. San Francisco Baykeeper, et al. v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000185
2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
 - a. Two potential suits
 3. Conference with Real Property Negotiator (Government Code section 54956.8):
 - a. Negotiator: Water Resources Manager
Property: State Water Project Water
Parties: California Department of Water Resources and State Water Project Contractors
Under Negotiation: Price & Terms
 4. Conference with Legal Counsel – Threat to Public Services or Facilities (Government Code section 54957, subdivision (a))

3. Appointment of the Kern County Water Agency Representative to the State Water Project Contractors Authority Board of Directors
4. Report on 2024 State Water Project and Central Valley Project Allocations and Operations
5. Water Delivery Operations
 - a. Report on Kern County Water Agency California Aqueduct Deliveries
 - b. Authorization to Approve Routine 2025 Water Transfers, Exchanges and Purchases
 - c. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP#24032
 - d. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to the Kern County Water Agency, SWP#24033
 - e. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clarita Valley Water Agency for a Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP#24034
 - f. Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Napa County Flood Control and Water Conservation District for a Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP#24036
6. Authorization to Retain an Economics Consultant
7. Report on the Kern Non-Districted Lands Authority Meeting

D. WATER MANAGEMENT COMMITTEE – Director Averett, Chair

1. Report of the Engineering and Groundwater Services Manager
 - a. Update on Groundwater Banking Construction/Maintenance Projects

2. Report on 2024 Water Operations
3. Update on Pioneer Project Recharge Facilities – Basin 11
 - a. Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Joint Use of Facilities Within the Pioneer Project
 - b. Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of the Basin 11 Turnouts
 - c. Authorization to Retain a Construction Management Services Consultant for the Basin 1-11 Project and the Low Flow Channel Project
4. Authorization to Execute Amendment No. 4 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects
5. Authorization to Execute Amendment No. 2 to the Kern County Water Agency Agreement for an Engineering and Land Surveying Consultant for the South Pioneer Boundary Survey and Record of Survey
6. Report on Kern Water Bank Activities

E. CROSS VALLEY CANAL COMMITTEE – Director Lundquist, Chair

1. Report of the Water Resources Manager
 - a. Update on Cross Valley Canal Construction/Maintenance Projects
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. Update on Improvement District No. 4 Construction/Maintenance Projects
 - b. Report on the Kern River Groundwater Sustainability Agency Meeting
 - c. Appointment of Representatives to the Urban Bakersfield Advisory Committee
 - d. Update on the Improvement District No. 4 Water Education Program
2. Water Supply Report
 - a. Report on the Improvement District No. 4 2024 Water Supply and Management Plan

- b. Report on the Improvement District No. 4 2025 Water Supply and Management Plan
- 3. Report on the Henry C. Garnett Water Purification Plant

- IX. Correspondence
- X. Brief Report on Potential New Business
- XI. Adjournment

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

**190/5 M-9
Banglamung, Chonburi
Thailand, 20150**

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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 December 13, 2024.


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
Elected Seven-Member Board

General Counsel

James Ciampa
Lagerlof, LLP

General Manager

Thomas D. McCarthy

Executive Assistant

Stephanie N. Prince

Human Resources Manager

Christina M. Van Meter
Human Resources Analyst
Jessica L. Massey (III)

**ADMINISTRATIVE
OPERATIONS**

AO Manager
Nick L. Pavletich

Business Manager

Audrey A. Garcia

IT Coordinator

Vacant

Office Assistant

Madison R. Brown

Controller

Taylor N. White

Accountant

Fletcher D. Fick (II)

Accounting Clerk

Elizabeth Perez (II)

**ENGINEERING AND
GROUNDWATER SERVICES**

EGS Manager
J.T. Gardiner

Geologist

Michelle L. Anderson (III)

Water Resources Planner

Maegan A. Allen (III)

Engineer

Scott T. Chambless (III)

David M. Pieper (III)

Vacant

**IMPROVEMENT DISTRICT
NO. 4**

ID4 Manager
Vacant

Management Assistant

Denise D. Kini (II)

Water Resources Planner

Donna E. Semar (III)

WPP Superintendent

Brian R. Sarver

Operations Supervisor

Gabriel A. Ornelas

Water Purification Plant Operator

John M. Annear (IV)

Brenner J. Corbett (IV)

Omar Zavala (IV)

Anthony R. Ledesma (III)

Eliseo Barajas (II)

Vacant

Laboratory Supervisor

Paul A. Wagner

Laboratory Analyst

Rosa A. Torres (III)

Enrique Galvan III (I)

Maintenance Supervisor

Jason R. Lancaster

Electrical & Control Technician

Zachary R. Howell (III)

Morris J. Maytubby (II)

Maintenance Foreman

James M. Fleming

Journeyman Maint. Mechanic

D.J. Billiard

Miguel G. De La Torre

Maintenance Mechanic

Justin Nunez (II)

Aiden T. Kelly (II)

**WATER
RESOURCES**

WR Manager
Lauren A. Bauer

Management Assistant

Vacant

State Water Project Manager

Craig A. Wallace

Bay-Delta Manager

Vacant

Water Resources Planner IV

Monica Tennant

Water Resources Planner

Micah L. Clark (II)

Veronica Arreola (II)

Courtney B. Pasquini (I)

Chelsea M. Palmer (I)

Vacant

O&M Superintendent

Steve W. Yoder

O&M Supervisor

Martin J. Ansolabehere

Electrical & Control Technician

Brian J. Null (III)

Pump Maintenance Technician

David S. Downs (II)

Heavy Equip./Systems Operator

Levi F. Smith III

Systems/Heavy Equip. Operator

William P. Barrett

Systems Operator

Kent G. Thompson (II)

Kenneth R. Schoenborn (II)

Daniel J. Hernandez (II)

Anthony J. Vasquez (II)

Caleb E. Ruiz (I)

Vacant

Filled Positions: 53

Vacant Positions: 8

12/18/2024

KERN COUNTY WATER AGENCY

3200 Rio Mirada Drive
Bakersfield, CA 93308

2024 COMMITTEE ASSIGNMENTS

Ted Page – Board President

Standing Committees of the Whole:

- Administrative: Director Cattani, Chair
- Cross Valley Canal: Director Lundquist, Chair
- Policy: Director Milobar, Chair
- Urban: Director Wulff, Chair
- Water Management: Director Averett, Chair
- Water Resources: Director Fast, Chair

Ad Hoc Committees:

2024 Water Operations & Transfers

Averett
Milobar
Page

Labor/Personnel

Fast
Lundquist
Page

Strategic Budget Plan

Averett
Cattani
Fast

Audit

Averett
Cattani
Lundquist (Chair)

Local Legislative

Averett
Fast
Lundquist

Sustainable Groundwater Management Act (SGMA)

Averett
Fast
Lundquist

Board Meeting Process

Lundquist
Page
Wulff

Lower River Issues

Milobar
Page
Wulff

Term of Office

Averett
Cattani
Milobar

Delta Conveyance Project

Fast
Milobar
Page

Member Unit & SWP Policy

Fast
Page
Wulff

Western Hills

Cattani
Fast
Wulff

DRAFT

November 20, 2024

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

Present Directors: President Ted R. Page, Vice President Martin Milobar, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Gene A. Lundquist and Eric L. Averett

Absent Directors: Director Laura Cattani

Present for the Agency: Thomas D. McCarthy, General Manager
Stephanie N. Prince, Board Secretary
James D. Ciampa, Lagerlof, LLP

Present for the Member Units: Jamie Marquez, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Abbigale Seal, Belridge Water Storage District,
Berrenda Mesa Water District and Lost Hills Water District
Richard Iger, Kern Delta Water District
Steven Teglia, Kern Delta Water District
Roy Pierucci, Rosedale-Rio Bravo Water Storage District
Trent Taylor, Rosedale-Rio Bravo Water Storage District
Barry Watts, Rosedale-Rio Bravo Water Storage District
Becky Ortiz, Semitropic Water Storage District
Greg Hammett, West Kern Water District
Wendy Adams Rosenberger, West Kern Water District
Eric McDaris, Wheeler Ridge-Maricopa Water Storage District

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

Subject: Report of the General Counsel

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

Action: Director Wulff made a motion and Director Fast seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the

authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

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

President Page adjourned closed session at 1:23 p.m.

President Page reconvened the meeting to open session at 1:25 p.m.

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

Action: Director Lundquist made a motion and Director Averett seconded for the Agency to reject the claim submitted under Agenda Item No. II.A.2.a. and directed Legal Counsel to provide a claim rejection letter.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Subject: Directors' Forum

Mike Wade, California Farm Water Coalition (CFWC) Executive Director, provided a report on CFWC activities.

Subject: Public Comment

Rob Yraceburu, Policymaker, representing both Westside Mutual Water Company and Kern Water Bank Authority expressed concerns about the Member Units reliable source of water, including Cross Valley Canal (CVC) losses.

It was requested that a meeting be scheduled with all parties involved to resolve these outstanding issues.

Roy Pierucci, Board President, of Rosedale-Rio Bravo Water Storage District expressed concerns about the Pioneer Project costs related to the North Siphon/Turnout Replacement.

Subject: Minutes of Board Meetings

Action: Director Lundquist made a motion and Director Averett seconded to approve the October 23, 2024 special Board meeting minutes, and the October 24, 2024 regular Board meeting minutes.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Subject: Report of the General Manager

Tom McCarthy reported that on November 8, 2024, David Downs was promoted to Pump Maintenance Technician II in the Water Resources Department. David joined the Agency in 2005 as a Systems Operator Trainee and was promoted to Systems Operator I in 2006, Systems Operator II in 2017 and Pump Maintenance Technician I in 2021. During his tenure at the Agency, David has demonstrated his abilities in various facets of Field Operations, including maintaining, repairing and rebuilding Cross Valley Canal pumps, siphon-breakers and compressors, as well as maintenance and repairs to Agency recovery wells. David's extensive work knowledge and strong work ethic will continue to be an asset to the Agency.

Mr. McCarthy mentioned that the Agency’s December Board meeting is scheduled earlier than normal, which will be held on Wednesday, December 18, 2024 to accommodate the timing of the upcoming holiday schedule.

Subject: Cross Valley Canal Advisory Committee

Lauren Bauer reported that the CVC Advisory Committee (Committee) conducted a special meeting on November 18, 2024, and President Page and Directors Fast, Lundquist, Milobar and Wulff attended the meeting. Items discussed at the meeting will be covered under the CVC Committee agenda item.

Subject: Improvement District No. 3 Advisory Committee

Lauren Bauer reported that the Improvement District No. 3 Advisory Committee did not meet this month. The next meeting is scheduled for December 5, 2024.

Subject: Urban Bakersfield Advisory Committee

Tom McCarthy reported that the Urban Bakersfield Advisory Committee conducted its regular meeting on November 18, 2024, and President Page and Directors Lundquist, Milobar and Wulff attended the meeting. Items discussed at the meeting will be covered under the Urban Committee agenda item.

Subject: Administrative Committee

Nick Pavletich reported that staff continue to work with the Agency’s audit firm representative to close out the audit review for FY 2023-24.

Action: Director Wulff made a motion and Director Lundquist seconded to approve payment of the bills for the month of November 2024 in the amount of \$10,345,044.78 for all cost centers except Improvement District No. 4, and \$722,698.13 for Improvement District No. 4.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Nick Pavletich provided an update on the Financial Report.

Subject: Policy Committee

Tom McCarthy provided an update on Delta Conveyance activities.

Tom McCarthy provided an update on Legislative Activities.

Subject: Water Resources Committee

Lauren Bauer reported on the Kern Fan banking projects bank accounts and Kern River Watermaster reports.

Lauren Bauer provided a report on 2024 State Water Project and Central Valley Project allocations and operations.

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

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 36-24 authorizing the Water Resources Manager to execute Amendment No. 1 to Agreement Among the Department of Water Resources of the State of California, the Metropolitan Water District of Southern California and Kern County Water Agency for Storage of a Portion of the Metropolitan Water District of

Southern California’s State Water Project Water Supplies in Irvine Ranch Water District’s Groundwater Banking Program, SWP #23012-A.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 37-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clara Valley Water District for a Transfer of Santa Clara Valley Water District’s State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24023.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 38-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Dudley Ridge Water District and Kern County Water Agency for Storage of a Portion of Dudley Ridge Water District’s State Water Project Table A Water in Semitropic Water Storage District’s Water Banking and Exchange Program, SWP #24025.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 39-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water

Resources of the State of California, Kern County Water Agency, Solano County Water Agency and Dudley Ridge Water District for Transfer of Solano County Water Agency’s State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24027.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 40-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Solano County Water Agency for Transfer of Solano County Water Agency’s State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24028.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 41-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Bernardino Valley Municipal Water District and Dudley Ridge Water District for Transfer of San Bernardino Valley Municipal Water District’s State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24029.

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

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 42-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Antelope Valley-East Kern Water Agency for a Transfer of Kern County Water Agency’s State Water Project Table A Water to Antelope Valley-East Kern Water Agency, SWP #24030.

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

The item entitled, “Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District’s State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP#24032” was tabled.

The item entitled, “Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District’s State Water Project Article 56 Carryover Water to the Kern County Water Agency, SWP#24033” was tabled.

Action: Director Fast made a motion and Director Lundquist seconded to adopt Resolution No. 45-24 authorizing the Water Resources Manager to execute Amendment No. 1 to the Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Gorgonio Pass Water Agency and Dudley Ridge Water District for a Transfer of San Gorgonio Pass Water Agency’s

State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency,
SWP #24021-A.

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

Action: Director Fast made a motion and Director Lundquist seconded to authorize Kern County Water Agency staff to apply the 2025 Variable Operation, Maintenance, Power and Replacement credit for former Table 1 surplus entitlement toward the January 4, 2025 and July 1, 2025 Basic Contract Member Unit State Water Project charges, subject to approval of General Counsel as to legal form, as outlined in the November 20, 2024 staff memorandum to the Water Resources Committee, Agenda Item No. 4.

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

Action: Director Fast made a motion and Director Milobar seconded to authorize Kern County Water Agency staff to apportion deferrals of the Basic Contract Member Units' January 2025 State Water Project payments in amounts in excess of the requesting Basic Contract Member Units' minimum deferral amounts, provided that Kern County Water Agency cash flow is not adversely affected, as outlined in the November 20, 2024 staff memorandum to the Water Resources Committee, Agenda Item No. 5.

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

Lauren Bauer and Michelle Anderson provided an update on the Pioneer Groundwater Sustainability Agency.

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

Subject: Water Management Committee

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

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

Micah Clark provided a status report on 2024 water operations, and Michelle Anderson provided information regarding the current water levels in the aquifer.

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

Action: Director Averett made a motion and Director Lundquist seconded to approve the following actions as outlined in the November 20, 2024 staff memorandum to the Water Management Committee, Agenda Item No. 4: (a) Approve the 2025 Pioneer Project annual and capital budgets and direct Kern County Water Agency staff to invoice the Pioneer Project Participants; and (b) Authorize payment of the Kern County Water Agency's share of the Pioneer Project annual budget in the amount of \$409,855.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Action: Director Averett made a motion and Director Milobar seconded to approve the 2025 Berrenda Mesa Joint Water Banking Project Budget and direct Kern County Water Agency staff to invoice

the Berrenda Mesa Joint Water Banking Project Participants as outlined in the November 20, 2024, staff memorandum to the Water Management Committee, Agenda Item No. 5.

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

Action: Director Averett made a motion and Director Fast seconded to authorize the Water Resources Manager to request proposals for the James Canal Culvert Replacement at Station 35+03, subject to approval of General Counsel as to legal form, as outlined in the November 20, 2024 staff memorandum to the Water Management Committee, Agenda Item No. 6.

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

Tom McCarthy provided a report on Kern Water Bank Activities.

Subject: Cross Valley Canal Committee

Lauren Bauer reported that a presentation on the Kern Fan Groundwater Storage Project was provided at the November 18, 2024 CVC Committee meeting.

Lauren Bauer provided a report on CVC construction/maintenance projects.

Micah Clark provided a report on CVC operations and deliveries.

Action: Director Lundquist made a motion and Director Wulff seconded to approve the 2025 Cross Valley Canal Operations and Maintenance Budget in the total amount of \$6,653,500 as outlined in the November 20, 2024, staff memorandum to the Cross Valley Canal Committee, Agency Item No. 3.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Action: Director Lundquist made a motion and Director Wulff seconded to authorize the Water Resources Manager to execute Amendment No. 2 to the Kern County Water Agency Contract for the Cross Valley Canal Pools 1 through 6 Sediment Disposal Project MC2024-12, amending the expenditure limit for an amount not to exceed \$218,650, subject to approval of General Counsel as to legal form, as outlined in the November 20, 2024, staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 4.

Ayes: Fast, Wulff, Lundquist, Milobar, Averett and Page

Noes: None

Absent: Cattani

Subject: Urban Bakersfield Committee

Tom McCarthy reported that Water Education Consultant, Sarah Clayton, worked in conjunction with Autumn Bridges, Resource Teacher, Science Instructional Services at the Kern High School District to host Improvement District No. 4's (ID4) 2024 High School Project WET Workshop on November 5, 2024.

President Page and Director Averett left the meeting at 3:08 p.m.

J.T. Gardiner provided an overview of completed ID4 Construction/Maintenance Projects.

Tom McCarthy reported on the Kern River Groundwater Sustainability Agency meeting.

Donna Semar provided a report on the ID4 2024 water supply and management plan.

Brian Sarver provided a report on the Henry C. Garnett Water Purification Plant.

President Page and Director Averett joined the meeting at 3:15 p.m.

Action: Director Wulff made a motion and Director Lundquist seconded to authorize execution of a task order for consulting services for the Treatment Train B Multimedia Filters Programmable Logic Controller Upgrade Project for an amount not to exceed \$168,900 subject to approval of General Counsel as to legal form, as outlined in the November 20, 2024 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 3a.

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

Action: Director Wulff made a motion and Director Lundquist seconded to authorize the Engineering and Groundwater Services Manager to retain Dee Jaspar and Associates, Inc. as an engineering consultant for the Hageman Flyover Project, for an amount not to exceed \$10,900, subject to approval of General Counsel as to legal form, as outlined in the November 20, 2024 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 4.

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

Subject: Correspondence

None.

Subject: New Business

None.

President Page adjourned the meeting at 3:18 p.m.

Minutes approved by the Board of Directors of the Kern County Water Agency this 18th day of December, 2024.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

Cfo kpkwtcvkxg'Eqo o kwgg"

MINUTE ORDER
APPROVAL PAGE

December 18, 2024

Total Amounts Approved for Payment:

Exhibit	"A"	10,659,940.36
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

December 18, 2024

EXHIBIT "A"

Page One

It was moved by Director _____ and seconded by Director _____
 Motion to approve the claims for the claimants set forth on Exhibit A attached
 hereto and to approve payment of the bills therefore in the amount of:

\$10,659,940.36

VENDOR NAME	COMMENTS	TOTAL	GENERAL FUND	STATE CONTRACT PAYMENT FUND	CROSS VALLEY CANAL FUND	PIONEER PROJECT FUND	OTHER FUNDS	NAME OF OTHER FUNDS
Department of Water Resources	State Water Project Costs	8,703,909.00		8,703,909.00				
Payroll Costs	Pay Periods 24-23, 24-24, 24-25	1,223,331.36 [1]					1,223,331.36	Multiple Funds
American Fabrication	Spare Forebay Trashracks	246,506.90 *			246,506.90			
Pacific Gas & Electric	November-December Charges	224,668.28 *	7,617.36		208,012.80	8,548.79	489.33	KCWA/BM
W.M. Lyles	Well 38 & 39 Equipping Project	89,260.00 *				89,260.00		
Meyer Civil Engineering Inc.	Engineering Consulting	39,813.20			32,281.50	7,531.70		
Industrial Machine Works Inc.	Pump Repairs	21,926.75			21,926.75			
Somach Simmons & Dunn	Legal Services	21,781.58 *					21,781.58	Lower River
Lagerlof LLP	Legal Services	14,535.00 *					14,535.00	Multiple Funds
The Gualco Group Inc.	State Legislative Analyst	12,508.00	505.92	12,002.08				
US Bank	See Exhibit "C"	11,325.61					11,325.61	Multiple Funds
Nossaman LLP	Legal Services	11,308.00 *		11,308.00				
CalNeva Water	Legal Services	8,800.00				8,800.00		
Securitas Security Services USA, Inc.	November Patrol Service	4,619.35	4,619.35					
Providence Strategic Consulting Inc.	Public Information Consulting	4,330.00 *	4,330.00					
Dale Fye dba Developing Solutions	Database Consulting	3,822.50 *		3,822.50				
Dee Jaspar & Associates Inc.	Engineering Consulting	3,410.42				3,410.42		
Zanjero	Engineering Consulting	2,885.00 *					2,885.00	Lower River
Sagaser, Watkins & Wieland PC	Legal Services	2,362.50			2,362.50			
Northern Digital Inc.	Engineering Consulting	2,256.50			2,256.50			
Employee Expense Claims	See Exhibit "C"	2,111.91					2,111.91	Multiple Funds
Best Best & Krieger LLP	Legal Services	1,786.88					1,786.88	Lower River
Liebert Cassidy Whitmore	Legal Services	913.50	913.50					
Robin Oaks, Attorney at Law	Legal Services	768.00	768.00					
GEI Consultants	Engineering Consulting	690.00			690.00			
Petty Cash	Petty Cash Claim	310.12 *					310.12	Multiple Funds
PAGE TOTALS		10,659,940.36	22,576.63	8,727,219.08	514,036.95	117,550.91	1,278,556.79	

[1] Invoice Previously Paid

[*] Invoice added after Board mailout

Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available.

MINUTE ORDER SUPPLEMENT
 EMPLOYEES AND DIRECTORS CLAIMS

December 18, 2024

EXHIBIT "C"

	EMPLOYEE PAID AGENCY EXPENDITURES	AGENCY PAID CREDIT CARD PURCHASES	TOTAL EXPENDITURES
Bauer, Lauren		66.69	66.69
Corbett, Brenner	105.00		105.00
McCarthy, Thomas		25.08	25.08
Pasquini, Courtney		24.39	24.39
Pavletich, Nick		9,321.32	9,321.32
Van Meter, Christina		76.03	76.03
Wagner, Paul		1,783.36	1,783.36
Wallace, Craig	2,006.91	28.74	2,035.65
TOTAL EMPLOYEE REIMBURSEMENTS	2,111.91		
TOTAL CREDIT CARD PURCHASES		11,325.61	
TOTAL EMPLOYEE & CREDIT CARD PURCHASES			13,437.52

MINUTE ORDER
APPROVAL PAGE

December 18, 2024

Total Amounts Approved for Payment:

Exhibit	"A"	925,929.50
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REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

December 18, 2024
 EXHIBIT "A"
 Page One

It was moved by Director _____ and seconded
 by Director _____ that the following claims
 for the claimants hereinafter set forth be approved;

925,929.50

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4
Pacific Gas & Electric	November-December Charges	359,114.73 *
Kern Water Bank Authority	Debt Service Assessment	327,038.15 *
Nicholas Construction Inc.	Sediment Removal	120,000.00 *
City of Bakersfield	Kern River GSA Cash Call	50,000.00
Securitas Security Services USA, Inc.	November Patrol Service	15,911.08
Kern County Public Works	Precipitated Solids	15,289.22 *
Lower Tule River Irrigation District	CVC O&M Costs	14,812.55 *
Abate-a-Weed Inc.	Weed Control	13,092.10
Sarah Clayton	Water Education Consultant	4,855.97
Dee Jasper & Associates Inc.	Engineering Consulting	2,623.00 *
Digital Assurance Certification LLC	Dissemination Consultant for Bonds	1,250.00 *
Northern Digital Inc.	Engineering Consulting	1,136.50
South Valley Biology Consulting LLC	Biological Consulting	806.20
PAGE TOTALS		925,929.50

[1] Invoice Previously Paid

[*] Invoice added after Board mailout

Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available

Kern County Water Agency

Payment Summary by Amount

11/1/2024 - 11/30/2024

Payee Name	Check Number	Check Date	Amount
Department of Water Resources	131481	11/20/2024	\$ 8,661,116.00
Department of Water Resources	131447	11/08/2024	3,215,790.00
Asure-Payroll	ACH Debit	11/25/2024	205,252.73
Asure-Payroll	ACH Debit	11/08/2024	164,549.81
KCERA	131496	11/20/2024	129,514.44
Nicholas Construction	131448	11/12/2024	128,106.34
KCERA	131437	11/05/2024	123,634.07
IRS/EDD - Payroll Tax Deposit	ACH Debit	11/25/2024	94,677.08
IRS/EDD - Payroll Tax Deposit	ACH Debit	11/12/2024	80,590.22
Pacific Gas and Electric	131518	11/20/2024	71,121.49
Kern Delta Water District	131499	11/20/2024	47,500.00
Norit Americas Inc	131510	11/20/2024	36,576.00
JCI Jones Chemicals Inc.	131495	11/20/2024	35,648.16
Enviroclear Technologies	131484	11/20/2024	33,950.00
Ernst & Young	131485	11/20/2024	31,100.00
W.M. Lyles Co.	131445	11/05/2024	29,820.50
Sterling Water Technologies	131547	11/20/2024	29,650.16
SGMA CC	131543	11/20/2024	29,181.82
Somach Simmons & Dunn Attorneys at Law	131546	11/20/2024	24,768.00
Arvin-Edison Water Storage District	131455	11/20/2024	23,750.00
Sierra Construction & Excavation Inc.	131544	11/20/2024	20,000.00
Securitas Security Services USA Inc.	131539	11/20/2024	19,810.20
ECO Services Operations Corp.	131429	11/05/2024	19,498.68
Favourpc	131486	11/20/2024	18,419.18
Nossaman LLP	131416	11/01/2024	18,239.75
Nossaman LLP	131512	11/20/2024	16,320.00
Lagerlof LLP	131501	11/20/2024	14,920.00
Empower Retirement	ACH Debit	11/04/2024	14,366.13
ECO Services Operations Corp.	131483	11/20/2024	13,040.45
Gualco Group,The	131490	11/20/2024	12,825.00
Flyers Energy LLC	131488	11/20/2024	11,040.20
Northern Digital Inc	131511	11/20/2024	9,774.94
Pacific Gas and Electric	131517	11/20/2024	8,586.05
Clayton, Sarah	131473	11/20/2024	8,581.65
Pacific Gas and Electric	131515	11/20/2024	7,877.86
CalNeva Water	131469	11/20/2024	6,930.00
Hillcrest Air Conditioning & Sheet Metal	131492	11/20/2024	6,736.05
ECO Services Operations Corp.	131412	11/01/2024	6,577.56
Quinn Company	131535	11/20/2024	6,499.11
Senator Seagate L.P.	131542	11/20/2024	5,818.07
Best Best & Krieger LLP	131462	11/20/2024	5,719.60
Univar Solutions USA Inc.	131442	11/05/2024	5,302.69

Kern County Water Agency

Payment Summary by Amount

11/1/2024 - 11/30/2024

Payee Name	Check Number	Check Date	Amount
Univar Solutions USA Inc.	131556	11/20/2024	5,084.93
Target Specialty Products	131549	11/20/2024	5,075.84
Meyer Civil Engineering Inc.	131505	11/20/2024	5,061.30
Prestige Worldwide Inc.	131533	11/20/2024	4,689.00
Wood-Dale Market	131565	11/21/2024	4,195.83
Hillcrest Air Conditioning & Sheet Metal	131414	11/01/2024	4,112.75
General Tree Service	131432	11/05/2024	3,800.00
Providence Strategic Consulting Inc	131534	11/20/2024	3,546.12
Carney's Business Technology Center	131470	11/20/2024	3,479.58
SD Myers LLC	131418	11/01/2024	3,435.00
WESCO Distribution Inc.	131562	11/20/2024	3,299.48
McCormick Landscape Service Inc.	131503	11/20/2024	3,270.00
City of Bakersfield	131471	11/20/2024	3,250.94
Airgas USA LLC	131452	11/20/2024	3,137.23
Hach Company	131491	11/20/2024	2,763.03
Provost & Pritchard Inc.	131439	11/05/2024	2,406.10
Airgas USA LLC	131402	11/01/2024	2,071.15
California Special Districts	131465	11/20/2024	2,064.00
AT&T	131458	11/20/2024	1,926.61
Personal Pest Prevention	131531	11/20/2024	1,759.00
Flex-Claims	131431	11/05/2024	1,536.55
Soils Engineering Inc.	131545	11/20/2024	1,535.00
Thermo Electron North America LLC	131552	11/20/2024	1,346.63
Kern CPR	131498	11/20/2024	1,330.00
Dee Jaspar & Associates Inc.	131480	11/20/2024	1,247.04
Amazon Capital Services	131403	11/01/2024	1,117.75
SEIU	131540	11/20/2024	1,105.40
Vestis	131559	11/20/2024	1,056.52
SEIU	131441	11/05/2024	1,029.28
VWR International Inc.	131444	11/05/2024	1,019.16
DAVCOMM Inc.	131479	11/20/2024	1,000.00
Hansen's Moving & Storage Inc	131413	11/01/2024	925.00
SD Myers LLC	131538	11/20/2024	925.00
Todd's Plumbing	131554	11/20/2024	891.84
Sagaser Watkins & Wieland PC	131537	11/20/2024	862.50
Kern County Superintendent of Schools	131497	11/20/2024	827.38
BSK Associates	131463	11/20/2024	780.00
Carney's Business Technology Center	131425	11/05/2024	750.00
Office Depot	131417	11/01/2024	735.02
Mr. Fix-It Professional Handyman Services	131508	11/20/2024	717.00
Jack Davenport Sweeping Services Inc.	131436	11/05/2024	710.00
Pieper, David	131566	11/25/2024	680.80

Kern County Water Agency

Payment Summary by Amount

11/1/2024 - 11/30/2024

Payee Name	Check Number	Check Date	Amount
HD Supply Formerly Home Depot Pro	131434	11/05/2024	611.84
A-1 Battery Co.	131450	11/20/2024	611.77
Dale Fye DBA Developing Solutions	131478	11/20/2024	605.00
City of Bakersfield	131472	11/20/2024	600.91
VWR International Inc.	131560	11/20/2024	564.19
Carney's Business Technology Center	131409	11/01/2024	524.62
Varner Brothers Inc.	131558	11/20/2024	512.68
CS-amsco	131477	11/20/2024	497.68
Advanced Distribution Co.	131451	11/20/2024	496.46
White Cap L.P.	131564	11/20/2024	449.23
Grainger	131489	11/20/2024	421.71
Water Education Foundation	131561	11/20/2024	401.45
Avadine	131424	11/05/2024	400.00
California Water Service Company	131466	11/20/2024	393.89
Office Depot	131513	11/20/2024	390.59
Milobar, Martin	131506	11/20/2024	388.60
Vestis	131443	11/05/2024	369.99
Comcast	131411	11/01/2024	361.48
Nomos LLP	131509	11/20/2024	360.00
Red Wing Business Advantage Account	131440	11/05/2024	358.28
Colonial Life Insurance	131427	11/05/2024	321.74
N.B. Sales & Service Inc.	131438	11/05/2024	312.32
Charter Communications	131426	11/05/2024	286.39
Kern Turf Supply	131500	11/20/2024	281.53
Motion Industries Inc	131507	11/20/2024	261.66
CoreLogic Solutions LLC	131475	11/20/2024	258.33
Cole-Parmer Instrument Co.	131474	11/20/2024	239.70
Capital Industrial Medical Supply	131408	11/01/2024	236.90
Stockdale-Aire	131548	11/20/2024	233.00
Wheeler Ridge-Maricopa WSD	131563	11/20/2024	230.00
Charter Communications	131410	11/01/2024	229.98
AT&T	131459	11/20/2024	228.91
United Rentals Inc.	131555	11/20/2024	196.22
Grainger	131433	11/05/2024	188.22
Amazon Capital Services	131453	11/20/2024	174.89
Advanced Data Storage	131422	11/05/2024	149.00
AT&T Mobility	131423	11/05/2024	148.79
Secure Systems	131419	11/01/2024	145.00
Lost Hills Water District	131502	11/20/2024	140.00
Open & Shut Enterprises	131514	11/20/2024	130.00
Hydraulic Controls Inc.	131494	11/20/2024	120.44
California Water Service Company	131467	11/20/2024	116.17

Kern County Water Agency

Payment Summary by Amount

11/1/2024 - 11/30/2024

Payee Name	Check Number	Check Date	Amount
Pacific Gas and Electric	131522	11/20/2024	114.61
Valley Instrument Service	131557	11/20/2024	110.80
Kern County Superintendent of Schools	131415	11/01/2024	107.00
Semitropic Water Storage District	131541	11/20/2024	105.00
Pacific Gas and Electric	131523	11/20/2024	103.97
Pacific Gas and Electric	131527	11/20/2024	102.89
AT&T	131407	11/01/2024	93.65
FedEX	131487	11/20/2024	88.10
Home Depot Credit Services	131435	11/05/2024	86.43
Three-Way Chevrolet	131553	11/20/2024	84.10
Pacific Gas and Electric	131526	11/20/2024	83.00
AT&T	131406	11/01/2024	80.68
Belridge Water Storage District	131460	11/20/2024	80.00
Berrenda Mesa Water District	131461	11/20/2024	80.00
Ameriflex	ACH Debit	11/13/2024	80.00
AT&T	131405	11/01/2024	78.44
Pacific Gas and Electric	131525	11/20/2024	75.97
Pacific Gas and Electric	131530	11/20/2024	73.98
Direct Safety Solutions Inc.	131482	11/20/2024	70.00
Pacific Gas and Electric	131519	11/20/2024	66.89
AT&T	131404	11/01/2024	65.68
McMaster-Carr Supply Co.	131504	11/20/2024	60.34
Budget Bolt Inc.	131464	11/20/2024	55.11
Vestis	131421	11/01/2024	55.08
Applied Technology Group Inc.	131454	11/20/2024	55.00
Pacific Gas and Electric	131524	11/20/2024	53.43
County of Kern	131476	11/20/2024	50.00
Home Depot Credit Services	131493	11/20/2024	47.54
Stinson's	131420	11/01/2024	45.36
Tehachapi-Cummings CWD	131550	11/20/2024	45.00
Pacific Gas and Electric	131528	11/20/2024	43.43
Pacific Gas and Electric	131516	11/20/2024	41.99
Pacific Gas and Electric	131529	11/20/2024	32.59
Pacific Gas and Electric	131521	11/20/2024	32.26
AT&T	131456	11/20/2024	30.82
AT&T	131457	11/20/2024	30.82
Delta Liquid Energy	131428	11/05/2024	25.38
Rain for Rent Irrigation	131536	11/20/2024	24.36
California Water Service Company	131468	11/20/2024	20.00
FedEX	131430	11/05/2024	18.51
Pacific Gas and Electric	131520	11/20/2024	9.84
Tejon-Castac Water District	131551	11/20/2024	5.00

Kern County Water Agency

Payment Summary by Amount

11/1/2024 - 11/30/2024

<u>Payee Name</u>	<u>Check Number</u>	<u>Check Date</u>	<u>Amount</u>
		Total	<u>\$ 13,560,298.36</u>

Legend:

County EFT (Electronic Funds Transfer)

- Transfer from the Agency account to the County General account.

ACH Debit (Automated Clearing House)

- Automatic withdrawal from the Agency's checking account by the vendor.

Wire Transfer

- Transfer from the Agency checking account to the vendor.

Financial Report

Presented to:

**KCWA
Board of Directors**

November 2024

Prepared by:

**Administrative
Operations
Department**

December 18, 2024

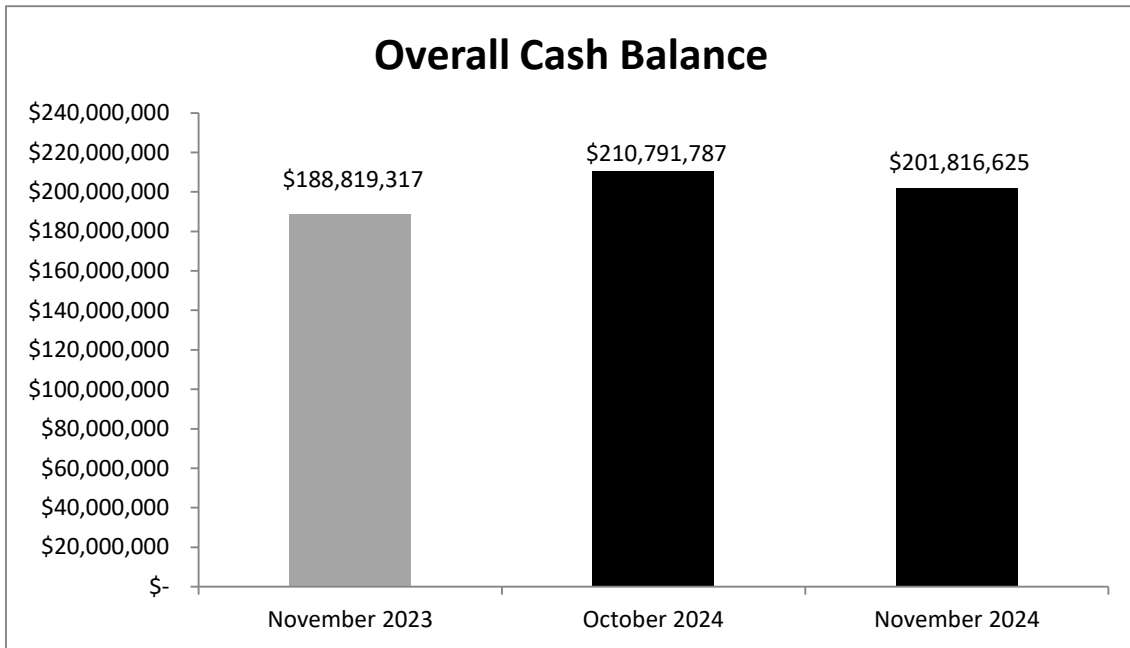


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November 30, 2024
Cash Report
(All funds combined)

	November 2023	October 2024	November 2024
Beginning Cash Balance:	\$ 202,560,976	\$ 214,640,551	\$ 210,791,787
Total Cash Receipts:	\$ 5,685,484	\$ 10,310,383	\$ 4,585,136
Total Cash Disbursements:	\$ (19,427,143)	\$ (14,159,147)	\$ (13,560,298)
Ending Cash Balance:	\$ 188,819,317	\$ 210,791,787	\$ 201,816,625



**KERN COUNTY WATER AGENCY
CASH BALANCES - ALL FUNDS [1]
November 30, 2024**

FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS: LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	\$46,186,478	\$312,281	[B]	\$0	\$513,355	\$0	\$45,985,404
State Contract Payment	(3,258,762)	345,965	[A]	137,798	(2,774,999)	0	0
Kern Fan Monitoring Comm	(109,037)	0		29,282	1,028	(80,783)	0
Kern Water Bank	171,037	0		16,720	5,650	182,107	0
Zone of Benefit #7	32,974,564	5,609,309	[C]	0	0	38,583,873	0
Zone of Benefit #17	32,930,137	0		0	0	32,930,137	0
Zone of Benefit #18	3,903,736	0		0	0	3,903,736	0
Zone of Benefit #19	29,599,803	0		0	0	29,599,803	0
Western Hills	274,272	0		8,596,757	481	8,870,548	0
Lower Kern River	4,149,568	0		0	1,604	4,147,963	0
Entitlement Retention	(435,761)	0		0	145	0	(435,906)
Water Management	23,672,194	1,000,000	[D]	0	0	1,000,000	23,672,194
Improvement District No. 1	557,801	0		0	209	557,592	0
Improvement District No. 3	(543,385)	20,418	[E]	0	3,161	17,257	(543,385)
Improvement District No.4	2,530,949	0		401,800	553,548	2,379,201	0
Imp. District No.4 Bonds	4,032,079	0		0	89,185	3,942,894	0
CVC Operations	5,110,185	0		12,183	22,678	5,099,691	0
CVC Power	(964,524)	0		267,871	495,544	(1,192,198)	0
CVC Replacement	165,745	0		0	0	165,745	0
CVC Third Party	534,591	0		0	0	534,591	0
KCWA/BMWD Jt. Banking	1,180,266	0		0	0	1,180,266	0
Pioneer Project	8,379,378	0		83,563	75,809	8,387,132	0
Westlands Payback	1,556,799	0		0	0	1,556,799	0
MU Participation in CVC	(655,794)	0		0	0	(655,794)	0
Section 125 Plan	14,088	0		0	0	14,088	0
Unallocated Interest	2,572,239	0		0	0	0	2,572,239
TOTAL KCWA CASH	\$194,528,652	\$7,287,973		\$9,545,974	(\$1,012,601)	\$141,124,649	\$71,250,546

Total \$ 201,816,625

[1] This schedule is intended only to provide the cash balances for each fund administered by KCWA, increased by accounts receivable and reduced by liabilities and encumbrances. Since reserves are not considered, it does not reflect cash available for appropriations.

[A] ZOB 14, 15 & 16 restricted cash

[B] Remainder of the 1996 KCWA Pool Program \$3 million transfer from Allocation Settlement Fund.

[C] Per Resolution 6-96 : Water Replacement Account for the acquisition of additional water supplies for ID4.

[D] Chevron Pipeline Settlement

[E] To be used for capital improvements for flood control in the Kelso Creek area.

Kern County Water Agency
Accounts Receivable Aging
November 30, 2024

	<u>Total</u>	<u>Current</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>
State Contract Payment Fund						
Belridge WSD	\$19,542.00	\$19,542.00	\$0.00	\$0.00	\$0.00	\$0.00
Berrenda Mesa WD	\$16,592.00	\$16,592.00	\$0.00	\$0.00	\$0.00	\$0.00
Buena Vista WSD	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Cawelo WD	\$8,398.00	\$5,200.00	\$0.00	\$0.00	\$342.00	\$2,856.00
Lost Hills WD	\$23,192.00	\$23,192.00	\$0.00	\$0.00	\$0.00	\$0.00
Rosedale-Rio Bravo WSD	\$36,016.00	\$36,016.00	\$0.00	\$0.00	\$0.00	\$0.00
Semitropic WSD	\$7,516.00	\$7,516.00	\$0.00	\$0.00	\$0.00	\$0.00
Tejon-Castac WD	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Wheeler Ridge-Maricopa WSD	\$21,342.00	\$21,342.00	\$0.00	\$0.00	\$0.00	\$0.00
State Contract Payment Fund Total:	\$137,798.00	\$134,600.00	\$0.00	\$0.00	\$342.00	\$2,856.00
Kern Fan Monitoring Committee						
Kern Fan Monitoring Committee	\$29,281.64	\$0.00	\$29,281.64	\$0.00	\$0.00	\$0.00
Kern Fan Monitoring Committee Total:	\$29,281.64	\$0.00	\$29,281.64	\$0.00	\$0.00	\$0.00
Kern Water Bank						
Kern Water Bank Authority	\$16,720.00	\$16,720.00	\$0.00	\$0.00	\$0.00	\$0.00
Kern Water Bank Total:	\$16,720.00	\$16,720.00	\$0.00	\$0.00	\$0.00	\$0.00
Western Hills Fund						
Western Hills WD	\$8,596,757.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,596,757.00
Western Hills Fund Total:	\$8,596,757.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,596,757.00
Impr. Dist. No. 4 Operations						
City of Bakersfield DWR	\$31,412.49	\$31,412.49	\$0.00	\$0.00	\$0.00	\$0.00
California Water Service	\$221,249.31	\$221,249.31	\$0.00	\$0.00	\$0.00	\$0.00
East Niles CSD	\$103,200.58	\$103,200.58	\$0.00	\$0.00	\$0.00	\$0.00
North of the River MWD	\$45,937.45	\$45,937.45	\$0.00	\$0.00	\$0.00	\$0.00
Impr. Dist. No. 4 Operations Total:	\$401,799.83	\$401,799.83	\$0.00	\$0.00	\$0.00	\$0.00

**Kern County Water Agency
Accounts Receivable Aging
November 30, 2024**

	<u>Total</u>	<u>Current</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>
Cross Valley Canal Operations						
Rosedale-Rio Bravo WSD	\$267,871.00	\$267,871.00	\$0.00	\$0.00	\$0.00	\$0.00
Pacific Gas and Electric	\$12,183.07	\$12,183.07	\$0.00	\$0.00	\$0.00	\$0.00
Cross Valley Canal Operations Total:	\$280,054.07	\$280,054.07	\$0.00	\$0.00	\$0.00	\$0.00
Pioneer Project						
Belridge WSD	\$22,549.00	\$22,549.00	\$0.00	\$0.00	\$0.00	\$0.00
Berrenda Mesa WD	\$22,549.00	\$22,549.00	\$0.00	\$0.00	\$0.00	\$0.00
Lost Hills WD	\$19,896.00	\$19,896.00	\$0.00	\$0.00	\$0.00	\$0.00
Semitropic WSD	\$18,569.00	\$18,569.00	\$0.00	\$0.00	\$0.00	\$0.00
Pioneer Project Total:	\$83,563.00	\$83,563.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:	\$9,545,973.54	\$916,736.90	\$29,281.64	\$0.00	\$342.00	\$8,599,613.00

**Kern County Water Agency
Summary of Consultant Fees
(Cash Basis)**

CONSULTANT	FIVE MONTHS ENDED NOVEMBER 30, 2024												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Meyer Civil Engineering Inc.	5,777	26,804	-	2,708	5,061								40,350
Dee Jaspar & Associates, Inc.	-	17,877	1,457	1,437	1,247								22,018
Soils Engineering Inc.	12,433	3,518	-	-	1,535								17,485
Black & Veatch Corporation	-	4,470	-	8,163	-								12,633
V & A Inc.	-	8,452	-	-	-								8,452
Provost & Pritchard Inc.		98	-	-	2,406								2,504
NV5 Inc.	2,135		-	-	-								2,135
GEI Consultants Inc.	-	-	-	1,136	-								1,136
SUBTOTAL	20,345	61,219	1,457	13,443	10,249	-	-	-	-	-	-	-	106,713
AUDIT SERVICES													
Ernst & Young	-	-	46,650	31,100	31,100								108,850
Daniells Phillips Vaughan & Bock	-	-	-	-	-								-
SUBTOTAL	-	-	46,650	31,100	31,100	-	-	-	-	-	-	-	108,850
OTHER CONSULTANTS													
The Gualco Group	12,648	12,825	12,652	12,640	12,825								63,589
Providence Strategic Consulting	5,615	5,357	6,918	6,541	3,546								27,977
Northern Digital Inc.	3,237	3,473	13,511	2,963	2,273								25,456
Sarah Clayton	1,290	4,924	5,509	5,281	7,751								24,755
Highland Economics LLC	-	19,500	-	-	-								19,500
Milliman	-	-	-	14,770	-								14,770
Woodard & Curran Inc.	1,609	-	-	9,059	-								10,668
Electrical Power Systems Inc.	-	-	-	9,230	-								9,230
Dale Fye dba Developing Solutions LLC	-	4,868	3,273	-	605								8,745
Zanjero	-	-	-	6,183	-								6,183
South Valley Biology Consulting	-	857	1,125	-	-								1,981
SUBTOTAL	24,398	51,803	42,985	66,666	27,000	-	-	-	-	-	-	-	212,853
TOTAL CONSULTANT FEES	\$ 44,743	\$ 113,022	\$ 91,092	\$ 111,210	\$ 68,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,416

Fund 001 General Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	334,430	309,000	25,430	108	1,333,169	1,109,500	223,669	120	7,935,000	16
Reimbursements	296,125	296,116	8	100	1,480,625	1,480,583	41	100	3,576,730	41
Interest Income	963	0	963		478,004	325,000	153,004	147	1,300,000	36
Other Revenue	109	0	109		109	0	109		0	
Total Revenues	631,627	605,116	26,510	104	3,291,907	2,915,083	376,823	112	12,811,730	25
Expenditures										
Labor Costs	502,918	265,680	(237,238)	189	1,668,986	1,328,400	(340,586)	125	3,452,630	48
Operations	9,064	200	(8,864)	4,532	38,139	1,100	(37,039)	3,467	6,400	595
Maintenance	16,039	26,700	10,661	60	106,186	132,500	26,314	80	315,500	33
Administration	70,212	25,205	(45,006)	278	282,005	242,818	(39,186)	116	469,204	60
Prof Services	14,850	4,952	(9,898)	299	68,742	266,512	197,770	25	406,200	16
Capital Outlays	0	0	0		14,325	373,000	358,675	3	373,450	3
Other Expenses	7,549	8,600	1,051	87	32,659	195,770	163,111	16	348,920	9
Total Expenditures	620,632	331,337	(289,294)	187	2,211,042	2,540,100	329,058	87	5,372,304	41
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		7,440,426	
Net Transfers	0	0	0		0	0	0		(7,440,426)	
Net After Transfers	11,007	273,779	(262,771)	4	1,080,874	374,982	705,891	288	(1,000)	(108,083)

Fund 001 General Fund
Core 01 General Fund Revenues
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	334,430	309,000	25,430	108	1,333,169	1,109,500	223,669	120	7,935,000	16
Reimbursements	296,125	296,116	8	100	1,480,625	1,480,583	41	100	3,553,400	41
Interest Income	963	0	963		478,004	325,000	153,004	147	1,300,000	36
Total Revenues	631,518	605,116	26,401	104	3,291,798	2,915,083	376,714	112	12,788,400	25
Expenditures										
Administration	0	0	0		0	100	100		100	
Prof Services	513	515	2	99	2,038	13,575	11,537	15	17,200	11
Other Expenses	0	0	0		0	135,000	135,000		225,000	
Total Expenditures	513	515	2	99	2,038	148,675	146,637	1	242,300	
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		7,440,426	
Net Transfers	0	0	0		0	0	0		(7,440,426)	
Net After Transfers	631,005	604,601	26,403	104	3,289,760	2,766,408	523,351	118	5,105,673	64

Fund 001 General Fund
Core 05 Budget & Treasury
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	3,226	15,870	12,644	20	17,186	79,350	62,164	21	204,410	8
Administration	2,685	50	(2,635)	5,370	3,516	4,300	784	81	9,450	37
Prof Services	0	0	0		28	10,000	9,972		10,000	
Other Expenses	0	100	100		17	500	483	3	1,200	1
Total Expenditures	5,911	16,020	10,109	36	20,747	94,150	73,403	22	225,060	9
Net After Transfers	(5,909)	(16,020)	10,110	36	(20,747)	(94,150)	73,402	22	(225,060)	9

Fund 001 General Fund
Core 06 Administrative Facilities
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,319	8,810	6,491	26	17,174	44,050	26,876	38	113,460	15
Operations	0	0	0		0	0	0		500	
Maintenance	9,718	15,200	5,482	63	39,145	76,000	36,855	51	183,300	21
Administration	12,446	9,250	(3,196)	134	64,290	66,000	1,710	97	135,650	47
Prof Services	120	500	380	24	320	28,500	28,180	1	32,000	1
Capital Outlays	0	0	0		523	210,000	209,477		210,000	
Other Expenses	0	0	0		2,822	650	(2,172)	434	2,600	108
Total Expenditures	24,603	33,760	9,157	72	124,274	425,200	300,926	29	677,510	18
Net After Transfers	(24,600)	(33,760)	9,159	72	(124,269)	(425,200)	300,930	29	(677,510)	18

Fund 001 General Fund
Core 10 Board Policy
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	13,873	0	(13,873)		55,520	0	(55,520)		0	
Administration	4,439	0	(4,439)		12,019	0	(12,019)		0	
Prof Services	2,720	0	(2,720)		8,600	0	(8,600)		0	
Total Expenditures	21,032	0	(21,032)		76,139	0	(76,139)		0	
Net After Transfers	(21,029)	0	(21,029)		(76,137)	0	(76,137)		0	

Fund 001 General Fund
Core 11 KCWA Management
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	43,845	0	(43,845)		151,921	0	(151,921)		0	
Administration	304	0	(304)		1,277	0	(1,277)		0	
Prof Services	260	0	(260)		2,700	0	(2,700)		0	
Total Expenditures	44,409	0	(44,409)		155,898	0	(155,898)		0	
Net After Transfers	(44,408)	0	(44,408)		(155,894)	0	(155,894)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	4,094	8,910	4,816	45	16,473	44,550	28,077	36	121,510	13
Operations	0	0	0		0	100	100		100	
Maintenance	0	0	0		0	0	0		100	
Administration	1,931	467	(1,464)	413	2,086	6,393	4,307	32	17,120	12
Prof Services	1,655	2,687	1,032	61	12,000	13,437	1,437	89	32,250	37
Total Expenditures	7,680	12,064	4,384	63	30,559	64,480	33,921	47	171,080	17
Net After Transfers	(7,678)	(12,064)	4,385	63	(30,556)	(64,480)	33,923	47	(171,080)	17

Fund 001 General Fund
Core 52 Operations Group Home Cost Ctr
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	98,192	0	(98,192)		291,902	0	(291,902)		0	
Operations	8,706	0	(8,706)		37,061	0	(37,061)		0	
Maintenance	2,224	0	(2,224)		16,920	0	(16,920)		0	
Administration	6,939	0	(6,939)		33,953	0	(33,953)		0	
Capital Outlays	0	0	0		3,757	0	(3,757)		0	
Other Expenses	1,405	0	(1,405)		2,289	0	(2,289)		0	
Total Expenditures	117,466	0	(117,466)		385,882	0	(385,882)		0	
Net After Transfers	(117,464)	0	(117,464)		(385,882)	0	(385,882)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	0	0		0	0	0		23,330	
Total Revenues	0	0	0		0	0	0		23,330	
Expenditures										
Labor Costs	499	1,720	1,221	29	1,430	8,600	7,170	16	22,930	6
Administration	267	0	(267)		282	400	118	70	400	70
Total Expenditures	766	1,720	954	44	1,712	9,000	7,288	19	23,330	7
Net After Transfers	(766)	(1,720)	953	44	(1,711)	(9,000)	7,288	19	0	

Fund 001 General Fund
Core 86 EGS Home Code
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	90,591	0	(90,591)		221,187	0	(221,187)		0	
Operations	134	0	(134)		471	0	(471)		0	
Maintenance	0	0	0		48	0	(48)		0	
Administration	1,390	0	(1,390)		7,056	0	(7,056)		0	
Prof Services	0	0	0		520	0	(520)		0	
Other Expenses	348	0	(348)		348	0	(348)		0	
Total Expenditures	92,463	0	(92,463)		229,630	0	(229,630)		0	
Net After Transfers	(92,462)	0	(92,462)		(229,629)	0	(229,629)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	31,893	28,360	(3,533)	112	107,137	141,800	34,663	75	400,470	26
Operations	120	0	(120)		120	0	(120)		3,400	3
Maintenance	0	0	0		247	0	(247)		3,300	7
Administration	4,457	0	(4,457)		5,888	6,940	1,052	84	9,940	59
Prof Services	138	0	(138)		7,810	10,750	2,940	72	10,750	72
Capital Outlays	0	0	0		0	3,000	3,000		3,000	
Other Expenses	0	0	0		3,590	7,900	4,310	45	7,900	45
Total Expenditures	36,608	28,360	(8,248)	129	124,792	170,390	45,598	73	438,760	28
Net After Transfers	(36,607)	(28,360)	(8,247)	129	(124,792)	(170,390)	45,597	73	(438,760)	28

Fund 001 General Fund
Core 88 Intertie Activities
 Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	0	140	140		0	700	700		1,800	
Administration	23	0	(23)		24	100	76	24	100	24
Total Expenditures	23	140	117	16	24	800	776	3	1,900	1
Net After Transfers	(23)	(140)	117	16	(24)	(800)	776	3	(1,900)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,069	5,150	3,081	40	14,533	25,750	11,217	56	68,940	21
Administration	745	0	(745)		806	1,700	894	47	2,800	28
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	0	0	0		590	800	210	73	800	73
Total Expenditures	2,814	5,150	2,336	54	15,929	28,250	12,321	56	72,540	21
Net After Transfers	(2,814)	(5,150)	2,335	54	(15,931)	(28,250)	12,318	56	(72,540)	21

Fund 001 General Fund
Core 93 Risk Management and Safety
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	526	5,670	5,144	9	7,106	28,370	21,264	25	72,960	9
Administration	976	75	(901)	1,301	2,603	2,025	(578)	128	2,800	92
Prof Services	0	0	0		0	6,000	6,000		6,000	
Total Expenditures	1,502	5,745	4,243	26	9,709	36,395	26,686	26	81,760	11
Net After Transfers	(1,501)	(5,745)	4,243	26	(9,710)	(36,395)	26,685	26	(81,760)	11

Fund 001 General Fund
Core 94 Human Resources
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	71,261	61,460	(9,801)	115	254,702	307,200	52,498	82	788,910	32
Operations	104	125	21	83	410	625	215	65	1,500	27
Maintenance	0	150	150		16	750	734	2	1,800	
Administration	11,055	2,550	(8,505)	433	36,400	45,944	9,544	79	65,194	55
Prof Services	8,244	1,250	(6,994)	659	30,626	6,250	(24,376)	490	40,000	76
Capital Outlays	0	0	0		2,206	0	(2,206)		450	490
Other Expenses	830	1,000	170	83	3,885	12,720	8,835	30	20,720	18
Total Expenditures	91,494	66,535	(24,959)	137	328,245	373,489	45,244	87	918,574	35
Net After Transfers	(91,492)	(66,535)	(24,957)	137	(328,247)	(373,489)	45,241	87	(918,574)	35

Fund 001 General Fund
Core 95 Accounting and Finance
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	78,340	52,260	(26,080)	149	306,941	261,380	(45,561)	117	671,040	45
Maintenance	0	6,000	6,000		21,773	26,000	4,227	83	26,000	83
Administration	8,529	200	(8,329)	4,264	11,928	21,500	9,572	55	31,800	37
Prof Services	200	0	(200)		200	0	(200)		80,000	
Other Expenses	177	0	(177)		517	700	183	73	700	73
Total Expenditures	87,246	58,460	(28,786)	149	341,359	309,580	(31,779)	110	809,540	42
Net After Transfers	(87,242)	(58,460)	(28,782)	149	(341,357)	(309,580)	(31,777)	110	(809,540)	42

Fund 001 General Fund
Core 96 Administrative Grounds Maint
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	2,833	6,400	3,567	44	10,858	32,000	21,142	33	81,280	13
Maintenance	3,270	5,000	1,730	65	23,104	25,000	1,896	92	85,000	27
Administration	813	30	(783)	2,710	2,888	3,350	462	86	17,600	16
Prof Services	0	0	0		0	750	750		750	
Total Expenditures	6,916	11,430	4,514	60	36,850	61,100	24,250	60	184,630	19
Net After Transfers	(6,916)	(11,430)	4,513	60	(36,848)	(61,100)	24,251	60	(184,630)	19

Fund 001 General Fund
Core 97 General Support Services
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	109	0	109		109	0	109		0	
Total Revenues	109	0	109		109	0	109		0	
Expenditures										
Labor Costs	59,357	70,930	11,573	83	194,916	354,650	159,734	54	904,920	21
Operations	0	75	75		77	375	298	20	900	8
Maintenance	827	350	(477)	236	4,933	4,750	(183)	103	16,000	30
Administration	13,213	12,583	(629)	105	96,989	84,066	(12,922)	115	176,250	55
Prof Services	1,000	0	(1,000)		3,900	177,250	173,350	2	177,250	2
Capital Outlays	0	0	0		7,839	160,000	152,161	4	160,000	4
Other Expenses	4,789	7,500	2,711	63	18,601	37,500	18,899	49	90,000	20
Total Expenditures	79,186	91,438	12,252	86	327,255	818,591	491,336	39	1,525,320	21
Net After Transfers	(79,078)	(91,438)	12,360	86	(327,146)	(818,591)	491,445	39	(1,525,319)	21

Fund 002 State Contract Payment Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		81,215,162	77,979,852	3,235,310	104	236,534,852	34
User Charges	0	0	0		0	0	0		0	
Reimbursements	134,600	19,000	115,600	708	6,611,912	291,500	6,320,412	2,268	421,500	1,568
Interest Income	0	0	0		419,938	150,000	269,938	279	660,000	63
Total Revenues	134,600	19,000	115,600	708	88,247,012	78,421,352	9,825,660	112	237,616,352	37
Expenditures										
Labor Costs	185,048	252,870	67,822	73	667,875	1,264,690	596,815	52	3,346,500	19
Wtr Purch & Fees	8,670,677	0	(8,670,677)		83,637,627	72,816,426	(10,821,201)	114	237,194,852	35
Operations	7,367	100	(7,267)	7,367	31,839	500	(31,339)	6,367	96,200	33
Maintenance	0	0	0		0	0	0		500	
Administration	132,358	94,845	(37,513)	139	486,923	2,415,665	1,928,742	20	3,073,030	15
Prof Services	61,270	41,275	(19,995)	148	256,782	313,375	56,593	81	498,800	51
Capital Outlays	0	0	0		4,940	0	(4,940)		0	
Other Expenses	383	0	(383)		533	4,500	3,967	11	4,500	11
Total Expenditures	9,057,103	389,090	(8,668,013)	2,327	85,086,519	76,815,156	(8,271,363)	110	244,214,382	34
Interfund Transfers										
Transfers In	0	0	0		0	0	0		6,598,030	
Net Transfers	0	0	0		0	0	0		6,598,030	
Net After Transfers	(8,922,501)	(370,090)	(8,552,411)	2,410	3,160,494	1,606,196	1,554,298	196	0	

Fund 002 State Contract Payment Fund

Core 12 Sacramento Office

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Operations	6,218	0	(6,218)		30,690	0	(30,690)		0	
Administration	750	0	(750)		5,865	0	(5,865)		0	
Capital Outlays	0	0	0		257	0	(257)		0	
Total Expenditures	6,968	0	(6,968)		36,812	0	(36,812)		0	
Net After Transfers	(6,968)	0	(6,968)		(36,813)	0	(36,813)		0	

Fund 002 State Contract Payment Fund

Core 16 State Activities

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		0	
Reimbursements	0	0	0		206,874	196,500	10,374	105	196,500	105
Total Revenues	0	0	0		206,874	196,500	10,374	105	196,500	105
Expenditures										
Labor Costs	68,926	123,240	54,314	55	252,796	616,520	363,724	41	1,638,240	15
Operations	0	100	100		0	500	500		76,200	
Maintenance	0	0	0		0	0	0		500	
Administration	66,837	41,870	(24,967)	159	224,938	1,354,990	1,130,052	16	1,673,380	13
Prof Services	43,886	31,950	(11,936)	137	164,654	164,750	96	99	284,900	57
Other Expenses	70	0	(70)		70	4,500	4,430	1	4,500	1
Total Expenditures	179,719	197,160	17,441	91	642,458	2,141,260	1,498,802	30	3,677,720	17
Interfund Transfers										
Transfers In	0	0	0		0	0	0		3,481,220	
Net Transfers	0	0	0		0	0	0		3,481,220	
Net After Transfers	(179,718)	(197,160)	17,441	91	(435,583)	(1,944,760)	1,509,176	22	0	

Fund 002 State Contract Payment Fund

Core 17 Local Activities

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	134,600	19,000	115,600	708	61,628	95,000	(33,372)	64	225,000	27
Interest Income	0	0	0		342	0	342		0	
Total Revenues	134,600	19,000	115,600	708	61,970	95,000	(33,030)	65	225,000	27
Expenditures										
Labor Costs	106,438	71,670	(34,768)	148	362,308	358,370	(3,938)	101	944,090	38
Operations	1,149	0	(1,149)		1,149	0	(1,149)		0	
Administration	36,267	32,450	(3,817)	111	141,598	221,200	79,602	64	401,550	35
Prof Services	40	0	(40)		15,705	25,000	9,295	62	25,000	62
Capital Outlays	0	0	0		4,683	0	(4,683)		0	
Other Expenses	313	0	(313)		463	0	(463)		0	
Total Expenditures	144,207	104,120	(40,087)	138	525,906	604,570	78,664	86	1,370,640	38
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,145,640	
Net Transfers	0	0	0		0	0	0		1,145,640	
Net After Transfers	(9,606)	(85,120)	75,513	11	(463,935)	(509,570)	45,634	91	0	

Fund 002 State Contract Payment Fund

Core 18 Bay-Delta Activities

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	9,684	57,960	48,276	16	52,771	289,800	237,029	18	764,170	6
Operations	0	0	0		0	0	0		20,000	
Administration	28,504	20,525	(7,979)	138	114,522	839,475	724,953	13	998,100	11
Prof Services	17,344	9,325	(8,019)	185	76,423	123,625	47,202	61	188,900	40
Capital Outlays	0	0	0		0	0	0		0	
Total Expenditures	55,532	87,810	32,278	63	243,716	1,252,900	1,009,184	19	1,971,170	12
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,971,170	
Net Transfers	0	0	0		0	0	0		1,971,170	
Net After Transfers	(55,530)	(87,810)	32,279	63	(243,714)	(1,252,900)	1,009,185	19	0	

Fund 002 State Contract Payment Fund

Core 19 State Contract Payment

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		81,215,162	77,979,852	3,235,310	104	236,534,852	34
Reimbursements	0	0	0		6,343,410	0	6,343,410		0	
Interest Income	0	0	0		419,596	150,000	269,596	279	660,000	63
Total Revenues	0	0	0		87,978,168	78,129,852	9,848,316	112	237,194,852	37
Expenditures										
Wtr Purch & Fees	8,670,677	0	(8,670,677)		83,637,627	72,816,426	(10,821,201)	114	237,194,852	35
Total Expenditures	8,670,677	0	(8,670,677)		83,637,627	72,816,426	(10,821,201)	114	237,194,852	35
Net After Transfers	(8,670,677)	0	(8,670,677)		4,340,540	5,313,426	(972,885)	81	0	

Fund 007 Kern Fan Monitoring Committee
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		29,282	33,300	(4,018)	87	133,870	21
Interest Income	0	0	0		(836)	0	(836)		0	
Total Revenues	0	0	0		28,446	33,300	(4,854)	85	133,870	21
Expenditures										
Labor Costs	1,758	6,620	4,862	26	14,273	33,100	18,827	43	88,560	16
Operations	120	0	(120)		2,247	1,700	(547)	132	2,500	89
Maintenance	0	0	0		0	0	0		400	
Administration	4,311	3,300	(1,011)	130	17,501	17,900	399	97	41,450	42
Other Expenses	0	0	0		708	960	252	73	960	73
Total Expenditures	6,189	9,920	3,731	62	34,729	53,660	18,931	64	133,870	25
Net After Transfers	(6,189)	(9,920)	3,730	62	(6,286)	(20,360)	14,073	30	0	

Fund 008 Kern Water Bank
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	16,720	59,930	(43,210)	27	210,806	600,763	(389,957)	35	1,622,500	12
Interest Income	0	0	0		(11,228)	0	(11,228)		0	
Total Revenues	16,720	59,930	(43,210)	27	199,578	600,763	(401,185)	33	1,622,500	12
Expenditures										
Labor Costs	7,030	46,446	39,416	15	45,810	168,860	123,050	27	387,740	11
Wtr Purch & Fees	0	3,733	3,733		0	201,199	201,199		592,400	
Operations	1,149	2,079	930	55	1,149	8,864	7,715	12	20,355	5
Maintenance	274	1,433	1,159	19	2,287	8,942	6,655	25	22,530	10
Administration	15,653	12,741	(2,911)	122	61,626	69,574	7,948	88	156,815	39
Prof Services	0	0	0		200	4,500	4,300	4	72,500	
Capital Outlays	0	0	0		0	0	0		370,000	
Other Expenses	0	88,743	88,743		0	266,231	266,231		532,465	
Total Expenditures	24,106	155,176	131,070	15	111,072	728,173	617,101	15	2,154,805	5
Net After Transfers	(7,385)	(95,246)	87,861	7	88,511	(127,410)	215,922	(69)	(532,304)	(16)

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	1,983	0	1,983		25,970	420,973	(395,003)	6	1,262,920	2
Interest Income	0	0	0		(11,228)	0	(11,228)		0	
Total Revenues	1,983	0	1,983		14,742	420,973	(406,231)	3	1,262,920	1
Expenditures										
Labor Costs	1,564	9,480	7,916	16	10,482	57,960	47,478	18	156,560	6
Wtr Purch & Fees	0	0	0		0	190,000	190,000		570,000	
Operations	0	0	0		0	2,626	2,626		7,880	
Maintenance	0	0	0		0	4,642	4,642		13,930	
Administration	9,940	5,712	(4,228)	174	33,046	33,252	206	99	76,550	43
Prof Services	0	0	0		200	0	(200)		68,000	
Capital Outlays	0	0	0		0	0	0		370,000	
Total Expenditures	11,504	15,192	3,688	75	43,728	288,482	244,754	15	1,262,920	3
Net After Transfers	(9,521)	(15,192)	5,670	62	(28,983)	132,490	(161,474)	(21)	0	(7,245,974)

Fund 008 Kern Water Bank
Core 83 Kern Water Bank Recovery
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	14,737	59,930	(45,193)	24	184,836	179,790	5,046	102	359,580	51
Total Revenues	14,737	59,930	(45,193)	24	184,836	179,790	5,046	102	359,580	51
Expenditures										
Labor Costs	5,466	36,966	31,500	14	35,328	110,900	75,572	31	231,180	15
Wtr Purch & Fees	0	3,733	3,733		0	11,199	11,199		22,400	
Operations	1,149	2,079	930	55	1,149	6,237	5,088	18	12,475	9
Maintenance	274	1,433	1,159	19	2,287	4,299	2,012	53	8,600	26
Administration	5,713	7,029	1,316	81	28,580	36,322	7,742	78	80,265	35
Prof Services	0	0	0		0	4,500	4,500		4,500	
Other Expenses	0	88,743	88,743		0	266,231	266,231		532,465	
Total Expenditures	12,602	139,984	127,382	9	67,344	439,691	372,347	15	891,885	7
Net After Transfers	2,135	(80,054)	82,190	(2)	117,495	(259,901)	377,397	(45)	(532,304)	(22)

Fund 014 Zone of Benefit No. 7
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	894,235	864,000	30,235	103	2,265,070	2,237,000	28,070	101	19,345,000	11
Interest Income	(83)	0	(83)		369,867	225,000	144,867	164	900,000	41
Total Revenues	894,152	864,000	30,152	103	2,634,937	2,462,000	172,937	107	20,245,000	13
Expenditures										
Wtr Purch & Fees	0	0	0		6,667,295	0	(6,667,295)		52,629,337	12
Other Expenses	0	0	0		0	0	0		45,000	
Total Expenditures	0	0	0		6,667,295	0	(6,667,295)		52,674,337	12
Net After Transfers	894,151	864,000	30,151	103	(4,032,357)	2,462,000	(6,494,357)	(163)	(32,429,337)	12

Fund 019 Zone of Benefit No. 17
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	396,930	868,000	(471,070)	45	1,327,051	2,393,000	(1,065,949)	55	19,734,000	6
Interest Income	(50)	0	(50)		322,543	230,000	92,543	140	920,000	35
Total Revenues	396,880	868,000	(471,120)	45	1,649,594	2,623,000	(973,406)	62	20,654,000	7
Expenditures										
Wtr Purch & Fees	0	0	0		4,957,479	0	(4,957,479)		53,464,364	9
Total Expenditures	0	0	0		4,957,479	0	(4,957,479)		53,464,364	9
Net After Transfers	396,879	868,000	(471,120)	45	(3,307,884)	2,623,000	(5,930,884)	(126)	(32,810,364)	10

Fund 020 Zone of Benefit No. 18
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	11,688	42,000	(30,312)	27	50,829	59,000	(8,171)	86	2,248,000	2
Interest Income	(5)	0	(5)		39,274	18,000	21,274	218	72,000	54
Total Revenues	11,683	42,000	(30,317)	27	90,103	77,000	13,103	117	2,320,000	3
Expenditures										
Wtr Purch & Fees	0	0	0		564,746	0	(564,746)		6,208,474	9
Other Expenses	0	0	0		0	0	0		5,000	
Total Expenditures	0	0	0		564,746	0	(564,746)		6,213,474	9
Net After Transfers	11,681	42,000	(30,318)	27	(474,641)	77,000	(551,641)	(616)	(3,893,474)	12

Fund 021 Zone of Benefit No. 19
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	367,767	818,000	(450,233)	44	1,160,079	2,254,000	(1,093,921)	51	17,486,000	6
Interest Income	(48)	0	(48)		290,099	125,000	165,099	232	500,000	58
Total Revenues	367,719	818,000	(450,281)	44	1,450,178	2,379,000	(928,822)	60	17,986,000	8
Expenditures										
Wtr Purch & Fees	0	0	0		4,392,734	0	(4,392,734)		47,712,821	9
Other Expenses	0	0	0		0	0	0		35,000	
Total Expenditures	0	0	0		4,392,734	0	(4,392,734)		47,747,821	9
Net After Transfers	367,718	818,000	(450,281)	44	(2,942,555)	2,379,000	(5,321,555)	(123)	(29,761,821)	9

Fund 025 Western Hills Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		1,033,993	1,784,000	(750,007)	57	1,784,000	57
Interest Income	0	0	0		3,195	0	3,195		0	
Total Revenues	0	0	0		1,037,188	1,784,000	(746,812)	58	1,784,000	58
Expenditures										
Labor Costs	2,108	2,880	772	73	8,460	14,240	5,780	59	37,310	22
Wtr Purch & Fees	0	0	0		524	708,800	708,276		8,266,121	
Administration	2,506	2,525	19	99	10,633	11,955	1,322	88	26,630	39
Prof Services	2,840	0	(2,840)		6,097	0	(6,097)		0	
Other Expenses	0	0	0		166,240	358,950	192,710	46	358,950	46
Total Expenditures	7,454	5,405	(2,049)	137	191,954	1,093,945	901,991	17	8,689,011	2
Net After Transfers	(7,453)	(5,405)	(2,048)	137	845,234	690,055	155,179	122	(6,905,011)	(12)

Fund 026 Lower Kern River Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	(685)	0	(685)		(685)	0	(685)		0	
User Charges	97,529	0	97,529		97,529	0	97,529		0	
Reimbursements	0	0	0		294,288	294,288	0	100	588,577	49
Interest Income	0	0	0		40,810	3,750	37,060	1,088	15,000	272
Other Revenue	0	0	0		0	2,300	(2,300)		979,015	
Total Revenues	96,844	0	96,844		431,942	300,338	131,604	143	1,582,592	27
Expenditures										
Labor Costs	2,770	8,040	5,270	34	14,317	40,200	25,883	35	105,580	13
Wtr Purch & Fees	0	0	0		89,518	0	(89,518)		808,044	11
Administration	6,741	6,367	(374)	105	27,867	35,033	7,166	79	79,600	35
Prof Services	31,488	0	(31,488)		114,217	184,900	70,683	61	189,800	60
Other Expenses	3,288	0	(3,288)		107,188	227,700	120,512	47	492,000	21
Total Expenditures	44,287	14,407	(29,880)	307	353,107	487,833	134,726	72	1,675,024	21
Interfund Transfers										
Transfers In	0	0	0		0	0	0		180,000	
Transfers Out	0	0	0		0	71,343	71,343		1,119,400	
Net Transfers	0	0	0		0	(71,343)	71,343		(939,400)	
Net After Transfers	52,555	(14,407)	66,962	(364)	78,835	(258,838)	337,673	(30)	(1,031,832)	(7)

Fund 027 Entitlement Retention Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		145,709	618,600	(472,891)	23	1,767,600	8
Interest Income	0	0	0		(4,389)	0	(4,389)		0	
Total Revenues	0	0	0		141,320	618,600	(477,280)	22	1,767,600	7
Expenditures										
Labor Costs	0	910	910		0	4,550	4,550		12,220	
Wtr Purch & Fees	0	0	0		477,026	618,600	141,574	77	1,767,600	26
Administration	662	516	(146)	128	2,738	3,593	855	76	7,210	37
Prof Services	0	0	0		1,606	1,700	94	94	1,700	94
Total Expenditures	662	1,426	764	46	481,370	628,443	147,073	76	1,788,730	26
Interfund Transfers										
Transfers In	0	0	0		0	0	0		21,130	
Net Transfers	0	0	0		0	0	0		21,130	
Net After Transfers	(662)	(1,426)	764	46	(340,049)	(9,843)	(330,206)	3,454	0	

Fund 029 Water Management Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		250,825	100,000	150,825	250	400,000	62
Total Revenues	0	0	0		250,825	100,000	150,825	250	400,000	62
Expenditures										
Wtr Purch & Fees	0	0	0		0	0	0		66,101,839	
Administration	75	75	0	100	375	375	0	100	900	41
Total Expenditures	75	75	0	100	375	375	0	100	66,102,739	
Interfund Transfers										
Transfers In	0	0	0		0	0	0		2,997,666	
Transfers Out	0	0	0		0	0	0		1,299,400	
Net Transfers	0	0	0		0	0	0		1,698,266	
Net After Transfers	(75)	(75)	0	100	250,450	99,625	150,825	251	(64,004,472)	()

Fund 031 Improvement District No. 1
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	5,955	1,000	4,955	595	22,143	13,700	8,443	161	121,000	18
Interest Income	(1)	0	(1)		5,575	4,000	1,575	139	10,000	55
Total Revenues	5,954	1,000	4,954	595	27,718	17,700	10,018	156	131,000	21
Expenditures										
Labor Costs	188	1,400	1,212	13	730	7,000	6,270	10	19,000	3
Operations	0	0	0		0	0	0		1,000	
Administration	1,851	1,600	(251)	115	8,431	8,400	(31)	100	20,000	42
Prof Services	0	0	0		4,075	19,000	14,925	21	31,000	13
Capital Outlays	0	30,000	30,000		0	125,000	125,000		125,000	
Other Expenses	0	0	0		0	0	0		1,400	
Total Expenditures	2,039	33,000	30,961	6	13,236	159,400	146,164	8	197,400	6
Net After Transfers	3,913	(32,000)	35,913	(12)	14,480	(141,700)	156,180	(10)	(66,400)	(21)

Fund 033 Improvement District No. 3
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	1,295	1,250	45	103	2,724	2,000	724	136	13,500	20
Interest Income	0	0	0		(5,083)	0	(5,083)		0	
Total Revenues	1,295	1,250	45	103	(2,359)	2,000	(4,359)	(117)	13,500	(17)
Expenditures										
Labor Costs	8,943	1,910	(7,033)	468	13,446	10,230	(3,216)	131	27,930	48
Administration	3,656	3,933	277	92	17,153	18,095	942	94	43,180	39
Prof Services	2,838	0	(2,838)		3,038	5,600	2,562	54	5,600	54
Other Expenses	0	0	0		0	0	0		190	
Total Expenditures	15,437	5,843	(9,594)	264	33,637	33,925	288	99	76,900	43
Interfund Transfers										
Transfers In	0	0	0		0	0	0		62,400	
Net Transfers	0	0	0		0	0	0		62,400	
Net After Transfers	(14,141)	(4,593)	(9,548)	307	(35,996)	(31,925)	(4,071)	112	(1,000)	3,599

Fund 034 Impr. Dist. No. 4 Operations
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		6,421,950	6,421,950	0	100	10,703,250	60
User Charges	401,800	385,208	16,591	104	3,373,504	4,211,006	(837,502)	80	9,275,630	36
Grnd Wtr Charges	546	0	546		12,490	0	12,490		2,215,120	
Reimbursements	0	0	0		0	0	0		320,000	
Interest Income	0	0	0		56,106	50,000	6,106	112	200,000	28
Other Revenue	0	10,000	(10,000)		0	10,000	(10,000)		20,000	
Total Revenues	402,346	395,208	7,137	101	9,864,050	10,692,956	(828,906)	92	22,734,000	43
Expenditures										
Labor Costs	548,626	412,016	(136,609)	133	1,887,485	2,059,923	172,438	91	5,505,500	34
Wtr Purch & Fees	11,160	181,563	170,403	6	976,832	2,016,756	1,039,924	48	3,846,180	25
Operations	167,387	203,041	35,654	82	1,041,727	1,015,008	(26,718)	102	2,436,250	42
Power	476,795	643,979	167,184	74	3,029,364	3,219,899	190,535	94	7,727,760	39
Maintenance	35,990	59,337	23,347	60	213,461	295,754	82,293	72	720,880	29
Administration	175,982	120,899	(55,082)	145	827,016	956,928	129,912	86	1,859,840	44
Prof Services	15,652	18,916	3,264	82	86,694	588,883	502,189	14	721,300	12
Capital Outlays	7,502	0	(7,502)		56,496	1,037,550	981,054	5	1,053,800	5
Debt Repayment	0	0	0		11,849	89,200	77,351	13	178,400	6
Other Expenses	93,318	19,674	(73,643)	474	173,011	132,994	(40,016)	130	307,620	56
Total Expenditures	1,532,412	1,659,430	127,018	92	8,303,935	11,412,898	3,108,963	72	24,357,530	34
Interfund Transfers										
Transfers Out	0	0	0		473,522	473,525	3	99	789,210	59
Net Transfers	0	0	0		(473,522)	(473,525)	3	99	(789,210)	59
Net After Transfers	(1,130,057)	(1,264,222)	134,164	89	1,086,588	(1,193,466)	2,280,054	(91)	(2,412,736)	(45)

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	54,785	0	(54,785)		172,625	0	(172,625)		0	
Operations	2,607	0	(2,607)		10,834	0	(10,834)		0	
Maintenance	7,092	0	(7,092)		17,822	0	(17,822)		0	
Administration	5,661	0	(5,661)		17,231	0	(17,231)		0	
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	686	0	(686)		3,846	0	(3,846)		0	
Total Expenditures	70,831	0	(70,831)		222,358	0	(222,358)		0	
Net After Transfers	(70,831)	0	(70,831)		(222,359)	0	(222,359)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		212,223	1,372,500	(1,160,277)	15	2,678,200	7
Reimbursements	0	0	0		0	0	0		320,000	
Total Revenues	0	0	0		212,223	1,372,500	(1,160,277)	15	2,998,200	7
Expenditures										
Labor Costs	484	11,816	11,332	4	11,712	59,083	47,371	19	154,150	7
Wtr Purch & Fees	11,150	135,730	124,580	8	118,962	1,047,590	928,628	11	1,816,180	6
Operations	0	833	833		0	4,166	4,166		10,000	
Power	2,623	170,854	168,231	1	229,459	854,274	624,815	26	2,050,260	11
Maintenance	925	3,125	2,200	29	43,322	16,291	(27,030)	265	39,500	109
Administration	4,587	3,029	(1,558)	151	41,705	43,244	1,539	96	68,150	61
Total Expenditures	19,769	325,388	305,619	6	445,160	2,024,651	1,579,491	21	4,138,240	10
Net After Transfers	(19,770)	(325,388)	305,618	6	(232,937)	(652,151)	419,214	35	(1,140,039)	20

Fund 034 Impr. Dist. No. 4 Operations

Core 44 Impr. District No. 4 Admin

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		56,106	50,000	6,106	112	200,000	28
Total Revenues	0	0	0		56,106	50,000	6,106	112	200,000	28
Expenditures										
Labor Costs	41,616	38,491	(3,124)	108	138,642	192,458	53,816	72	526,630	26
Operations	0	0	0		0	0	0		250	
Maintenance	0	0	0		0	0	0		2,000	
Administration	17,835	13,470	(4,364)	132	61,207	83,003	21,796	73	168,250	36
Prof Services	9,593	8,375	(1,218)	114	34,334	46,875	12,541	73	105,500	32
Capital Outlays	0	0	0		0	1,250	1,250		2,500	
Other Expenses	5,218	2,083	(3,134)	250	8,518	10,536	2,018	80	25,120	33
Total Expenditures	74,262	62,420	(11,841)	118	242,701	334,123	91,422	72	830,250	29
Interfund Transfers										
Transfers Out	0	0	0		473,522	473,525	3	99	789,210	59
Net Transfers	0	0	0		(473,522)	(473,525)	3	99	(789,210)	59
Net After Transfers	(74,261)	(62,420)	(11,840)	118	(660,121)	(757,648)	97,527	87	(1,419,459)	46

Fund 034 Impr. Dist. No. 4 Operations

Core 45 ID#4 Surface Water Supply

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		150,000	
Total Revenues	0	0	0		0	0	0		150,000	
Expenditures										
Labor Costs	4,997	14,470	9,473	34	23,248	72,350	49,102	32	190,390	12
Wtr Purch & Fees	10	45,833	45,823		857,870	969,166	111,296	88	2,030,000	42
Administration	6,073	3,766	(2,306)	161	104,900	105,263	363	99	142,630	73
Prof Services	0	0	0		16,108	16,800	692	95	16,800	95
Other Expenses	69,263	0	(69,263)		69,263	0	(69,263)		0	
Total Expenditures	80,343	64,069	(16,273)	125	1,071,389	1,163,579	92,190	92	2,379,820	45
Net After Transfers	(80,342)	(64,069)	(16,272)	125	(1,071,390)	(1,163,579)	92,189	92	(2,229,819)	48

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Grnd Wtr Charges	546	0	546		12,490	0	12,490		2,215,120	
Total Revenues	546	0	546		12,490	0	12,490		2,215,120	
Expenditures										
Labor Costs	20,694	15,250	(5,444)	135	65,715	76,250	10,535	86	198,920	33
Operations	0	258	258		0	1,091	1,091		2,600	
Power	555	1,666	1,111	33	2,200	8,333	6,133	26	20,000	11
Maintenance	0	816	816		895	2,483	1,588	36	7,300	12
Administration	6,791	4,724	(2,066)	143	33,438	82,324	48,886	40	166,300	20
Prof Services	3,505	208	(3,296)	1,682	10,895	1,041	(9,853)	1,045	2,500	435
Total Expenditures	31,545	22,924	(8,620)	137	113,143	171,524	58,381	65	397,620	28
Net After Transfers	(30,996)	(22,924)	(8,071)	135	(100,654)	(171,524)	70,870	58	1,817,500	(5)

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		6,421,950	6,421,950	0	100	10,703,250	60
Total Revenues	0	0	0		6,421,950	6,421,950	0	100	10,703,250	60
Expenditures										
Labor Costs	398,159	297,793	(100,365)	133	1,340,708	1,488,806	148,098	90	3,986,760	33
Operations	164,780	201,158	36,378	81	1,030,893	1,005,791	(25,101)	102	2,413,900	42
Power	71,817	86,250	14,433	83	384,819	431,250	46,431	89	1,035,000	37
Maintenance	7,673	46,354	38,681	16	81,286	231,770	150,484	35	556,750	14
Administration	120,483	81,483	(38,999)	147	475,724	530,616	54,892	89	1,110,960	42
Prof Services	1,417	8,666	7,249	16	6,892	325,833	318,941	2	386,500	1
Capital Outlays	7,502	0	(7,502)		50,869	426,300	375,431	11	441,300	11
Other Expenses	16,169	12,591	(3,577)	128	82,485	87,958	5,473	93	213,000	38
Total Expenditures	788,000	734,297	(53,702)	107	3,453,676	4,528,327	1,074,651	76	10,144,170	34
Net After Transfers	(787,995)	(734,297)	(53,697)	107	2,968,275	1,893,622	1,074,652	156	559,080	530

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	401,800	385,208	16,591	104	3,161,281	2,838,506	322,774	111	6,447,430	49
Other Revenue	0	10,000	(10,000)		0	10,000	(10,000)		20,000	
Total Revenues	401,800	395,208	6,591	101	3,161,281	2,848,506	312,774	110	6,467,430	48
Expenditures										
Labor Costs	27,891	34,195	6,304	81	134,835	170,975	36,140	78	448,650	30
Operations	0	791	791		0	3,958	3,958		9,500	
Power	401,800	385,208	(16,591)	104	2,412,886	1,926,041	(486,844)	125	4,622,500	52
Maintenance	20,300	9,041	(11,258)	224	70,136	45,208	(24,927)	155	115,330	60
Administration	14,552	14,424	(127)	100	92,811	112,475	19,664	82	203,550	45
Prof Services	1,137	1,666	529	68	18,465	198,333	179,868	9	210,000	8
Capital Outlays	0	0	0		5,627	610,000	604,373		610,000	
Debt Repayment	0	0	0		11,849	89,200	77,351	13	178,400	6
Other Expenses	1,982	5,000	3,018	39	8,899	34,500	25,601	25	69,500	12
Total Expenditures	467,662	450,328	(17,333)	103	2,755,508	3,190,691	435,183	86	6,467,430	42
Net After Transfers	(65,859)	(55,119)	(10,740)	119	405,775	(342,185)	747,960	(118)	0	112,715,4

Fund 036 Impr. Dist. No. 4 Bonds
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		5,026,233	5,026,235	(2)	99	8,377,060	59
Interest Income	0	0	0		57,704	40,000	17,704	144	160,000	36
Total Revenues	0	0	0		5,083,937	5,066,235	17,702	100	8,537,060	59
Expenditures										
Prof Services	0	0	0		0	0	0		3,000	
Debt Repayment	0	0	0		2,169,896	2,170,630	734	99	9,166,260	23
Other Expenses	0	0	0		0	0	0		10,000	
Total Expenditures	0	0	0		2,169,896	2,170,630	734	99	9,179,260	23
Interfund Transfers										
Transfers In	0	0	0		473,522	473,525	(3)	99	789,210	59
Net Transfers	0	0	0		473,522	473,525	(3)	99	789,210	59
Net After Transfers	0	0	0		3,387,562	3,369,130	18,432	100	147,010	2,304

Fund 051 Cross Valley Canal Operations
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	411,605	647,859	(236,254)	63	3,931,329	6,431,789	(2,500,460)	61	15,656,930	25
Reimbursements	81,446	0	81,446		81,446	0	81,446		0	
Interest Income	0	0	0		45,512	26,750	18,762	170	107,000	42
Other Revenue	(71,059)	0	(71,059)		(69,554)	0	(69,554)		0	
Total Revenues	421,992	647,859	(225,867)	65	3,988,733	6,458,539	(2,469,806)	61	15,763,930	25
Expenditures										
Labor Costs	146,505	164,333	17,828	89	507,201	821,666	314,465	61	2,174,680	23
Operations	449	9,166	8,717	4	1,101	45,832	44,731	2	110,000	1
Power	429,650	647,859	218,209	66	1,491,998	3,239,289	1,747,291	46	7,774,290	19
Maintenance	23,717	59,708	35,991	39	141,288	358,541	217,253	39	736,500	19
Administration	75,978	56,924	(19,053)	133	364,276	471,575	107,299	77	882,225	41
Prof Services	5,841	3,333	(2,508)	175	23,889	1,317,416	1,293,527	1	1,340,750	1
Capital Outlays	0	0	0		0	3,325,000	3,325,000		3,325,000	
Other Expenses	0	583	583		1,634	9,516	7,882	17	138,600	1
Total Expenditures	682,140	941,906	259,766	72	2,531,387	9,588,836	7,057,449	26	16,482,045	15
Net After Transfers	(260,148)	(294,047)	33,899	88	1,457,351	(3,130,297)	4,587,648	(46)	(718,114)	(202)

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		1,572,080	3,192,500	(1,620,420)	49	7,762,640	20
Reimbursements	81,446	0	81,446		81,446	0	81,446		0	
Interest Income	0	0	0		56,763	25,000	31,763	227	100,000	56
Other Revenue	(71,059)	0	(71,059)		(69,554)	0	(69,554)		0	
Total Revenues	10,387	0	10,387		1,640,735	3,217,500	(1,576,765)	50	7,862,640	20
Expenditures										
Labor Costs	146,505	164,333	17,828	89	507,201	821,666	314,465	61	2,174,680	23
Operations	449	9,166	8,717	4	1,101	45,832	44,731	2	110,000	1
Maintenance	23,717	59,708	35,991	39	141,288	358,541	217,253	39	736,500	19
Administration	75,978	56,924	(19,053)	133	364,276	471,575	107,299	77	882,225	41
Prof Services	5,841	3,333	(2,508)	175	23,889	1,317,416	1,293,527	1	1,340,750	1
Capital Outlays	0	0	0		0	3,325,000	3,325,000		3,325,000	
Other Expenses	0	583	583		1,634	9,516	7,882	17	13,600	12
Total Expenditures	252,490	294,047	41,557	85	1,039,389	6,349,547	5,310,158	16	8,582,755	12
Net After Transfers	(242,103)	(294,047)	51,944	82	601,350	(3,132,047)	3,733,398	(19)	(720,114)	(83)

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	411,605	647,859	(236,254)	63	2,359,249	3,239,289	(880,040)	72	7,774,290	30
Interest Income	0	0	0		(18,371)	0	(18,371)		0	
Total Revenues	411,605	647,859	(236,254)	63	2,340,878	3,239,289	(898,411)	72	7,774,290	30
Expenditures										
Labor Costs	0	0	0		0	0	0		0	
Power	429,650	647,859	218,209	66	1,491,998	3,239,289	1,747,291	46	7,774,290	19
Total Expenditures	429,650	647,859	218,209	66	1,491,998	3,239,289	1,747,291	46	7,774,290	19
Net After Transfers	(18,044)	0	(18,044)		848,880	0	848,880		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
 Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		1,685	500	1,185	337	2,000	84
Total Revenues	0	0	0		1,685	500	1,185	337	2,000	84
Net After Transfers	0	0	0		1,685	500	1,185	337	2,000	84

Fund 051 Cross Valley Canal Operations
Core 58 Cross Valley Canal Third Party
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		120,000	
Interest Income	0	0	0		5,435	1,250	4,185	434	5,000	108
Total Revenues	0	0	0		5,435	1,250	4,185	434	125,000	4
Expenditures										
Other Expenses	0	0	0		0	0	0		125,000	
Total Expenditures	0	0	0		0	0	0		125,000	
Net After Transfers	0	0	0		5,434	1,250	4,184	434	0	

Fund 070 KCWA/BM Banking Program
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	61,200	(61,200)		183,600	
User Charges	0	365,186	(365,186)		182,250	1,269,999	(1,087,749)	14	2,592,140	7
Interest Income	0	0	0		14,084	16,157	(2,073)	87	64,630	21
Total Revenues	0	365,186	(365,186)		196,334	1,347,356	(1,151,022)	14	2,840,370	6
Expenditures										
Labor Costs	3,705	25,112	21,407	14	20,365	91,652	71,287	22	201,550	10
Wtr Purch & Fees	0	17,970	17,970		0	149,250	149,250		393,840	
Operations	0	1,668	1,668		0	5,220	5,220		11,060	
Power	(58)	271,383	271,441	()	1,582	814,150	812,568		1,628,300	
Maintenance	0	44,216	44,216		32,000	144,616	112,616	22	292,210	10
Administration	11,925	9,994	(1,930)	119	56,884	60,702	3,818	93	132,080	43
Prof Services	0	0	0		1,576	4,000	2,424	39	6,000	26
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	209,660	209,660		177	629,121	628,944		1,258,291	
Total Expenditures	15,572	580,003	564,431	2	112,584	2,073,711	1,961,127	5	4,098,331	2
Net After Transfers	(15,573)	(214,817)	199,243	7	83,749	(726,354)	810,104	(11)	(1,257,960)	(6)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		52,000	47,300	4,700	109	94,600	54
Interest Income	0	0	0		14,084	16,157	(2,073)	87	64,630	21
Total Revenues	0	0	0		66,084	63,457	2,627	104	159,230	41
Expenditures										
Labor Costs	937	1,418	481	66	4,736	7,091	2,355	66	21,740	21
Maintenance	0	0	0		32,000	9,000	(23,000)	355	18,000	177
Administration	11,925	9,593	(2,332)	124	50,389	49,847	(542)	101	117,250	42
Prof Services	0	0	0		1,576	0	(1,576)		2,000	78
Other Expenses	0	0	0		177	120	(57)	147	240	73
Total Expenditures	12,862	11,011	(1,851)	116	88,878	66,058	(22,820)	134	159,230	55
Net After Transfers	(12,860)	(11,011)	(1,849)	116	(22,793)	(2,601)	(20,192)	876	0	

Fund 070 KCWA/BM Banking Program

Core 71 BMWD/KCWA Recovery

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	365,186	(365,186)		127,650	1,170,559	(1,042,909)	10	2,341,120	5
Total Revenues	0	365,186	(365,186)		127,650	1,170,559	(1,042,909)	10	2,341,120	5
Expenditures										
Labor Costs	2,228	23,166	20,938	9	11,692	69,500	57,808	16	139,000	8
Wtr Purch & Fees	0	17,970	17,970		0	53,910	53,910		107,820	
Operations	0	1,668	1,668		0	5,000	5,000		10,300	
Power	(58)	271,383	271,441	()	1,582	814,150	812,568		1,628,300	
Maintenance	0	44,216	44,216		0	132,650	132,650		265,450	
Administration	0	401	401		6,495	9,954	3,459	65	13,160	49
Prof Services	0	0	0		0	2,000	2,000		2,000	
Capital Outlays	0	0	0		0	175,000	175,000		175,000	
Other Expenses	0	209,660	209,660		0	629,001	629,001		1,258,051	
Total Expenditures	2,170	568,464	566,294		19,769	1,891,165	1,871,396	1	3,599,081	
Net After Transfers	(2,171)	(203,278)	201,107	1	107,880	(720,605)	828,486	(14)	(1,257,960)	(8)

Fund 070 KCWA/BM Banking Program

Core 72 BMWD/KCWA Recharge

Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	61,200	(61,200)		183,600	
User Charges	0	0	0		2,600	52,140	(49,540)	4	156,420	1
Total Revenues	0	0	0		2,600	113,340	(110,740)	2	340,020	
Expenditures										
Labor Costs	540	528	(12)	102	3,937	15,061	11,124	26	40,810	9
Wtr Purch & Fees	0	0	0		0	95,340	95,340		286,020	
Operations	0	0	0		0	220	220		760	
Maintenance	0	0	0		0	2,966	2,966		8,760	
Administration	0	0	0		0	901	901		1,670	
Prof Services	0	0	0		0	2,000	2,000		2,000	
Total Expenditures	540	528	(12)	102	3,937	116,488	112,551	3	340,020	1
Net After Transfers	(541)	(528)	(13)	102	(1,337)	(3,148)	1,810	42	0	

Fund 075 Pioneer Project
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	0	1,417,972	(1,417,972)		3,198,549	6,380,459	(3,181,910)	50	14,209,660	22
Reimbursements	94,713	0	94,713		676,168	0	676,168		300,000	225
Interest Income	0	0	0		82,589	0	82,589		0	
Other Revenue	0	0	0		483	0	483		0	
Total Revenues	94,713	1,417,972	(1,323,259)	6	3,957,789	7,268,459	(3,310,670)	54	15,733,660	25
Expenditures										
Labor Costs	55,913	105,873	49,960	52	184,296	387,911	203,615	47	898,290	20
Wtr Purch & Fees	0	35,940	35,940		0	1,322,500	1,322,500		2,419,680	
Operations	0	15,141	15,141		3,446	50,688	47,242	6	105,380	3
Power	8,681	725,000	716,319	1	16,806	2,232,000	2,215,194		4,521,000	
Maintenance	20,413	90,318	69,905	22	46,609	337,122	290,513	13	680,300	6
Administration	75,748	38,157	(37,590)	198	230,085	205,741	(24,343)	111	674,680	34
Prof Services	12,029	1,333	(10,695)	902	42,438	16,666	(25,771)	254	677,750	6
Capital Outlays	0	500	500		178,950	287,000	108,050	62	5,533,600	3
Other Expenses	0	744,732	744,732		590	2,234,224	2,233,634		4,469,277	
Total Expenditures	172,784	1,756,996	1,584,212	9	703,220	7,073,855	6,370,635	9	19,979,957	3
Net After Transfers	(78,069)	(339,024)	260,954	23	3,254,566	194,603	3,059,962	1,672	(4,246,295)	(76)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	24,000	(24,000)		72,000	
Total Revenues	0	0	0		0	24,000	(24,000)		72,000	
Net After Transfers	0	0	0		0	24,000	(24,000)		72,000	

Fund 075 Pioneer Project
Core 75 Pioneer Proj - Administration
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		511,450	677,800	(166,350)	75	1,355,600	37
Interest Income	0	0	0		82,589	0	82,589		0	
Total Revenues	0	0	0		594,039	677,800	(83,761)	87	1,355,600	43
Expenditures										
Labor Costs	23,357	9,680	(13,677)	241	70,737	48,400	(22,337)	146	136,680	51
Operations	0	475	475		0	2,905	2,905		6,230	
Maintenance	0	10,858	10,858		20,195	54,326	34,131	37	130,370	15
Administration	75,748	35,107	(40,640)	215	224,035	178,215	(45,819)	125	630,170	35
Prof Services	3,945	0	(3,945)		25,531	0	(25,531)		272,750	9
Capital Outlays	0	0	0		0	0	0		178,600	
Other Expenses	0	0	0		590	0	(590)		800	73
Total Expenditures	103,050	56,120	(46,929)	183	341,088	283,847	(57,240)	120	1,355,600	25
Net After Transfers	(103,049)	(56,120)	(46,928)	183	252,950	393,952	(141,002)	64	0	316,187,8

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	0	0	0		178,999	560,680	(381,681)	31	1,682,040	10
Other Revenue	0	0	0		483	0	483		0	
Total Revenues	0	0	0		179,482	1,448,680	(1,269,198)	12	2,906,040	6
Expenditures										
Labor Costs	11,299	10,050	(1,249)	112	30,225	55,006	24,781	54	144,640	20
Wtr Purch & Fees	0	0	0		0	1,214,680	1,214,680		2,204,040	
Operations	0	0	0		0	3,583	3,583		10,750	
Power	8,024	0	(8,024)		9,184	57,000	47,816	16	171,000	5
Maintenance	0	0	0		0	44,415	44,415		73,170	
Administration	0	0	0		0	3,973	3,973		6,360	
Prof Services	0	0	0		2,504	11,000	8,496	22	11,000	22
Capital Outlays	0	0	0		0	285,000	285,000		285,000	
Other Expenses	0	0	0		0	26	26		80	
Total Expenditures	19,323	10,050	(9,273)	192	41,913	1,674,685	1,632,772	2	2,906,040	1
Net After Transfers	(19,326)	(10,050)	(9,276)	192	137,569	(226,005)	363,574	(60)	0	40,461,66

Fund 075 Pioneer Project
Core 77 Pioneer Project - Recovery
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	960,940	(960,940)		312,449	2,882,820	(2,570,371)	10	5,765,640	5
Reimbursements	0	0	0		0	0	0		300,000	
Total Revenues	0	960,940	(960,940)		312,449	2,882,820	(2,570,371)	10	6,065,640	5
Expenditures										
Labor Costs	7,661	73,106	65,445	10	42,303	219,320	177,017	19	447,640	9
Wtr Purch & Fees	0	35,940	35,940		0	107,820	107,820		215,640	
Operations	0	14,666	14,666		3,446	43,999	40,553	7	88,000	3
Power	657	725,000	724,343		7,622	2,175,000	2,167,378		4,350,000	
Maintenance	20,413	79,460	59,047	25	26,414	238,379	211,965	11	476,760	5
Administration	0	2,668	2,668		6,050	15,504	9,454	39	27,500	22
Prof Services	1,655	833	(821)	198	2,375	4,166	1,791	57	40,000	5
Capital Outlays	0	0	0		0	0	0		420,000	
Other Expenses	0	744,732	744,732		0	2,234,197	2,234,197		4,468,397	
Total Expenditures	30,386	1,676,407	1,646,021	1	88,210	5,038,389	4,950,179	1	10,533,937	
Net After Transfers	(30,382)	(715,467)	685,084	4	224,236	(2,155,569)	2,379,806	(10)	(4,468,296)	(5)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	432,032	(432,032)		2,195,651	2,160,159	35,492	101	5,184,380	42
Reimbursements	94,713	0	94,713		676,168	0	676,168		0	
Total Revenues	94,713	432,032	(337,319)	21	2,871,819	2,160,159	711,660	132	5,184,380	55
Expenditures										
Labor Costs	13,596	13,037	(559)	104	41,031	65,185	24,154	62	169,330	24
Operations	0	0	0		0	200	200		400	
Administration	0	381	381		0	8,048	8,048		10,650	
Prof Services	6,429	500	(5,929)	1,285	12,028	1,500	(10,528)	801	354,000	3
Capital Outlays	0	500	500		178,950	2,000	(176,950)	8,947	4,650,000	3
Total Expenditures	20,025	14,418	(5,606)	138	232,009	76,933	(155,075)	301	5,184,380	4
Net After Transfers	74,688	417,613	(342,925)	17	2,639,809	2,083,225	556,583	126	0	1,319,904,

Fund 075 Pioneer Project
Core 79 Pioneer Project - Recovery Res
Nov 30, 2024

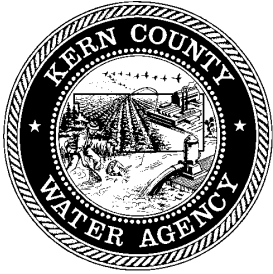
	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	25,000	(25,000)		0	75,000	(75,000)		150,000	
Total Revenues	0	25,000	(25,000)		0	75,000	(75,000)		150,000	
Net After Transfers	0	25,000	(25,000)		0	75,000	(75,000)		150,000	

Fund 097 Westlands Payback Fund
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		15,827	0	15,827		0	
Total Revenues	0	0	0		15,827	0	15,827		0	
Net After Transfers	0	0	0		15,826	0	15,826		0	

Fund 102 Agency Participation in CVC
Nov 30, 2024

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		287,926	364,750	(76,824)	78	729,500	39
Reimbursements	0	0	0		0	0	0		0	
Interest Income	0	0	0		(2,334)	0	(2,334)		0	
Total Revenues	0	0	0		285,592	364,750	(79,158)	78	729,500	39
Expenditures										
Wtr Purch & Fees	0	0	0		705,451	362,450	(343,001)	194	724,900	97
Administration	350	350	0	100	1,750	2,150	400	81	4,600	38
Total Expenditures	350	350	0	100	707,201	364,600	(342,601)	193	729,500	96
Net After Transfers	(350)	(350)	0	100	(421,608)	150	(421,758)	(281,072)	0	



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 4

FROM: Nick Pavletich

DATE: December 18, 2024

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

Issue:

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

Recommended Motion:

Adopt Resolution No. 46-24 authorizing official officers to enter into and terminate agreements with U.S. Bank.

Discussion:

In order to authorize Kern County Water Agency (Agency) employees to deposit or withdraw money from U.S. Bank, U.S. Bank requires that the Agency Board of Directors (Board) adopt a resolution designating an official officer to enter into and terminate Agreements with Union Bank. The last resolution passed by the Board was in December 2019, which authorized the Business Manager to enter and terminate agreements with financial institutions.

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

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

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

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 46-24

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

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

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

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

Directors that:

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



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 5

FROM: Nick Pavletich

DATE: December 18, 2024

SUBJECT: Consideration of the Kern County Water Agency Investment Policy

Issue:

Consider adopting the Kern County Water Agency Investment Policy.

Recommended Motion:

Adopt Resolution No. 47-24 approving the Kern County Water Agency Investment Policy.

Discussion:

The current Kern County Water Agency Investment Policy (Investment Policy) was last considered and adopted by the Kern County Water Agency (Agency) Board of Directors (Board) on March 28, 2024. The California Government Code no longer requires local agencies to adopt investment policies annually. However, the Investment Policy shall be presented to the Board at a public meeting when a change is needed or at least every five years.

Staff recommends the following change to the Investment Policy:

1. Add James T. Gardiner as an authorized Agency Treasurer and Check Signer.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

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

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 47-24

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

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

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

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

Exhibit

A

KERN COUNTY WATER AGENCY

INVESTMENT POLICY

FOR CONSIDERATION BY THE BOARD OF DIRECTORS ON DECEMBER 18, 2024

RECOMMENDED FOR ADOPTION THROUGH RESOLUTION NO. 47-24

KERN COUNTY WATER AGENCY INVESTMENT POLICY

Resolution No. 47-24 • December 18, 2024

1. INVESTMENT POLICY REVIEW

Kern County Water Agency (Agency) staff shall render a statement of investment policy (Investment Policy) to the Board of Directors (Board), which shall be considered at a public meeting when a change is needed or at least every five years.

2. INVESTMENT POLICY STATEMENT

All persons investing Agency funds are fiduciaries and are subject to the prudent investor standard. The Agency invests Agency funds in the following order of importance:

- a. Safety;
- b. Liquidity; and
- c. Yield.

3. SCOPE OF INVESTABLE FUNDS

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

4. AUTHORIZED AND SUITABLE INVESTMENTS OR DEPOSITS

The Agency shall limit the placement of investments or deposits, in whole or in part, to the following:

- a. Kern County Treasurer's investment pool, County of Kern, State of California;
- b. Local Agency Investment Fund, State of California;
- c. Agency bank accounts; and
- d. Trust accounts pursuant to loan agreements, loan covenants and/or other Board actions.

5. DELEGATION OF INVESTMENT AND CASH TRANSFER AUTHORITY TO TREASURERS

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

Treasurers may act in a fiduciary capacity on behalf of the Agency as follows:

- a. Transfers to/from:
 - i. Kern County Treasurer's Investment Pool, County of Kern, State of California;
 - ii. Local Agency Investment Fund, State of California;
 - iii. Agency bank accounts; and
- b. Payment of Agency obligations to trustee(s) or fiscal agent(s) related to indebtedness (interest and/or principal repayment of debt); and
- c. Payment of other Agency obligations and/or Board-approved programs.

Note: Items b. and c. above must be approved by two Treasurers.

KERN COUNTY WATER AGENCY INVESTMENT POLICY

Resolution No. 47-24 • December 18, 2024

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

The Board delegates authority for investing, depositing and transferring Agency funds in accordance with this Investment Policy to the following staff acting as Treasurers on behalf of the Board:

- a. Lauren A. Bauer;
- b. Audrey A. Garcia;
- c. James T. Gardiner;
- d. Thomas D. McCarthy;
- e. Nick Pavletich; and
- f. Christina M. Van Meter.

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

Cash Coordinators may act in a fiduciary capacity on behalf of the Agency as follows:

- a. Transfers to/from:
 - i. Kern County Treasurer's Investment Pool, County of Kern, State of California;
 - ii. Local Agency Investment Fund, State of California; and
 - iii. Agency bank accounts.

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

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

- a. Taylor White

7. INTERNAL CONTROL

The Controller (acting as internal auditor), who has no authority under this Investment Policy to direct or place investments, cash or deposits, shall maintain a system of internal accounting controls to review investment and cash transfer activities.

8. INVESTMENT AND CASH TRANSFER REPORTING

The Board, General Manager and Controller shall receive a quarterly investment report within 30 days following the end of a quarterly reporting period. The quarterly report

KERN COUNTY WATER AGENCY INVESTMENT POLICY

Resolution No. 47-24 • December 18, 2024

shall include for all investments and/or deposits held at the end of the reporting period the following:

- a. Investment and deposit balances;
- b. Investment results;
- c. Type of investment;
- d. Issuer;
- e. Date of maturity;
- f. Par and dollar amount invested on all securities, investments and monies held; and
- g. Current market value as of the end date of the report's reporting period and the source of this valuation for all securities held that are not invested or deposited with the Kern County Treasurer or the Local Agency Investment Fund.

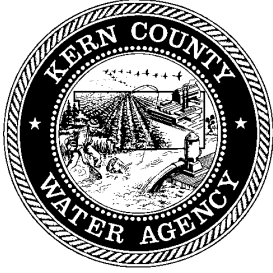
The quarterly report shall include statements denoting the following: (1) whether Agency investments were in compliance with this Investment Policy; and (2) the Agency's ability to meet the investment pool's expenditure requirements for the next six months, or an explanation as to why sufficient money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

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

9. AUTHORIZED CHECK SIGNERS

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

- a. Lauren A. Bauer;
- b. Audrey A. Garcia;
- c. James T. Gardiner;
- d. Thomas D. McCarthy;
- e. Nick Pavletich; and
- f. Christina M. Van Meter.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 6

FROM: Nick Pavletich

DATE: December 18, 2024

SUBJECT: Report on the Fiscal Year 2025-26 Budget Development Schedule

Issue:

Consideration of the Fiscal Year 2025-26 Budget Development Schedule.

Recommended Motion:

None – information only.

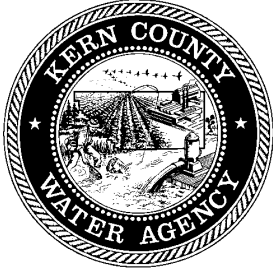
Discussion:

The Fiscal Year 2025-26 Budget Development Schedule detailing the budget activities is provided as Attachment 1. Key dates for the Kern County Water Agency Board of Directors are noted in bold text.

Kern County Water Agency Tentative Fiscal Year 2025-26 Budget Development Schedule

Note: Key dates for the Kern County Water Agency Board of Directors (Board) are noted in bold text.

<u>Dec.-Feb.</u>	<u>Budget Development Phase I</u>
	<ul style="list-style-type: none"> - Gather information. - Refine the FY 2024-25 Budget-to-Actual analyses. - Begin to compile the FY 2025-26 Budget.
Thursday, Feb. 27	Board review of updated cash flow projections (General Fund and State Contract Payment Fund).
<u>Feb.-Mar.</u>	<u>Budget Development Phase II</u>
	<ul style="list-style-type: none"> - Develop the FY 2025-26 Budget. - General Manager/General Counsel review. - Complete the initial draft FY 2025-26 Budget.
Thursday, Mar. 27	Board review of the initial draft FY 2025-26 Budget (General Fund and State Contract Payment Fund).
<u>Mar.-Apr.</u>	<u>Budget Development Phase III</u>
	<ul style="list-style-type: none"> - Revise the FY 2025-26 Budget, as needed.
Thursday, Apr. 24	Board review of a revised draft FY 2025-26 Budget (General Fund and State Contract Payment Fund), as needed.
	Board authorization to advertise a public hearing for the FY 2025-26 Preliminary Budget.
<u>Apr.-May</u>	<u>Budget Development Phase IV</u>
	<ul style="list-style-type: none"> - Further refine the FY 2024-25 Budget-to-Actual analyses in preparation for updated cash flow projection review, as needed. - Finalize and prepare the FY 2025-26 Preliminary Budget for print.
Thursday, May 22	Board review of cash flow projections (General Fund and State Contract Payment Fund) and the FY 2025-26 Preliminary Budget.
	Board opens the public hearing for the FY 2025-26 Preliminary Budget; receives public comment; and continues the hearing to June to allow for additional public comment.
<u>May-Jun.</u>	<u>Budget Development Phase V</u>
	<ul style="list-style-type: none"> - Finalize the FY 2025-26 Preliminary Budget.
Thursday, June 26	Board continues the public hearing; receives public comment; closes the hearing; and considers adoption of the FY 2025-26 Budget.



MEMORANDUM

20.2.1

TO: Administrative Committee
Agenda Item No. 7

FROM: Nick Pavletich

DATE: December 18, 2024

SUBJECT: Adoption of a Records Retention Schedule for Managing Kern County Water Agency Records

Issue:

Consider adopting Resolution No. 48-24 revising the Records Retention Schedule previously adopted by the Kern County Water Agency (Agency) Board of Directors as Resolution No. 51-19, setting updated legal guidelines for managing and disposing of Agency records.

Recommended Motion:

Adopt Resolution No. 48-24 revising the Records Retention Schedule in the form attached to the December 18, 2024 staff memorandum to the Administrative Committee, Agenda Item No. 7, setting updated legal guidelines for managing and disposing of Kern County Water Agency records.

Discussion:

The Kern County Water Agency (Agency) Records Retention Schedule (Schedule) lists a timetable for consistent procedures regarding maintaining records needed for Agency operations and destroying records that are no longer valid. It provides authorization from the Agency Board of Directors to ensure that the Agency is in compliance with federal and State records laws and standards.

The existing Schedule expires December 31, 2024. Staff recommends renewing the schedule through December 31, 2029. No substantive changes were made to the Schedule other than changing the expiration date to December 31, 2029.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF A RECORDS *
RETENTION SCHEDULE FOR *
MANAGING KERN COUNTY *
WATER AGENCY RECORDS *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 48-24

WHEREAS, the Kern County Water Agency (Agency) has adopted a Records Retention Schedule for the retention and disposition of Agency records; and

WHEREAS, the revised Records Retention Schedule sets forth reasonable retention periods, identifies records to be destroyed by determining the period of disposition, identifies vital and/or

permanent records; and identifies records with historic and/or research value; and

WHEREAS, Agency staff recommends adoption of said Records Retention Schedule based on federal and State requirements, as well as the Agency's operational needs, in the form attached hereto as Exhibit A; and

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

1. The foregoing recitals are true and correct.
2. Exhibit A to this resolution is adopted as the Records Retention Schedule.
3. Resolution No. 48-24 is rescinded and shall have no further force or effect.

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Please note: Retention Schedule applies to all records in possession of KCWA regardless of format or media.

Definition of a record in regards to this Retention Schedule: Information recorded on any media with the intent to preserve information that reflects the position or official business of the Agency.

Not considered to be a record: Unexecuted contracts, drafts, notes, duplicates, advertising and junk mail.

Expiration date: December 31, 2029 for the purpose of review and revision as needed.

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Correspondence - General	0	Short Term	0*	2	General Services / Support Services
Accounting Files	ACC000	Short Term	6	6	Accounting & Finance / Controller
Accounts Payable	ACC010	Short Term	6	10	A/P & Finance / Controller
Daily Treasurer's Report	ACC010	Short Term	6	6	Accounting & Finance / Controller
Inventory Records	ACC010	Short Term	6	6	Finance / General Services
Petty Cash Records	ACC010	Short Term	6	10	A/P & Finance / Controller
Purchase Orders	ACC010	Short Term	6	10	A/P & Finance / Controller
Travel & Expense Records	ACC010	Short Term	6	10	A/P & Finance / Controller
Accounts Receivable (including Cash Receipts)	ACC020	Short Term	6	6	A/R & Finance / Controller
Bank Statements	ACC030	Vital	6	6	Accounting & Finance / Controller
Bank Reconciliations	ACC030	Vital	6	6	Accounting & Finance / Controller
Bonds	ACC040	Vital	Indefinite	Permanent	Accounting & Finance / Controller
KCWA Audit Reports	ACC040	Historical, Vital	10	Permanent	Accounting & Finance / Controller
Non-KCWA Audit Reports (KWBA, Ernst & Young)	ACC070	Vital	0*	Indefinite	Accounting & Finance / Controller
Trust Funds	ACC070	Vital	Indefinite	Indefinite	Accounting & Finance / Controller
Budget Files & Work Papers	ACC080	Short Term	Active + 5	Active + 5	Accounting & Finance / Business Services
KCWA Budget Report - Final	ACC080	Vital	Active + 5	Permanent	Accounting & Finance / Business Services
Surplus Sale Records	ACC080	Short Term	Active + 5	Active + 5	Finance / General Services

Retention period is provided in years.

* Legal Retention Not Specified

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Property Tax Files	ACC090	Short Term	0*	6	Accounting & Finance / Controller
Tax Records	ACC090	Vital	6	6	Accounting & Finance / Controller
Non-KCWA Audit Reports (Other)	ACC100	Short Term	0*	6	Accounting & Finance / Controller
Financial Reports <small>(GL, EOM-DTR, JE Spreadsheets)</small>	ACC110	Historical, Vital	6	Indefinite	Accounting & Finance / Controller
Cost Allocations	ACC110	Historical, Vital	6	Indefinite	Accounting & Finance / Controller
Numeric A/R Invoices	ACC110	Vital	6	Indefinite	A/R & Finance / Controller
KCWA Audit Back-up Schedules	ACC120	Vital	3	10	Accounting & Finance / Controller
Fixed Assets	ACC130	Vital	6	15	Accounting & Finance / Controller
Journal Entry Back-up Documentation	ACC130	Vital	3	15	Accounting & Finance / Controller
Annual / Biennial Reports	AGE000	Historical	Indefinite	Indefinite	Agency Directors / General Manager
KCWA Meeting Minutes <small>(CVC, UBAC, ID-3)</small>	AGE000	Historical, Vital	0*	Indefinite	All Departments
Sales, Marketing, Advertising	AGE000	Historical	0*	Indefinite	Agency Directors / General Manager
Agency / Board Correspondence	AGE010	Historical, Vital	0*	Indefinite	Agency Directors / General Manager
Board Documents	AGE010	Historical, Vital	0*	Indefinite	Agency Directors / General Manager
Meeting Minutes - Board of Directors	AGE010	Historical, Vital	0*	Indefinite	Agency Directors / General Manager
Legislation Files	AGE020	Historical	Indefinite	Indefinite	Legal Services / General Counsel
Member Units (General)	AGE020	Historical, Vital	Indefinite	Indefinite	Water Resources Operations
Public Information <small>(PR, Scholarship, Education, etc)</small>	AGE020	Historical	0*	Indefinite	Public Affairs / General Manager
Computer Resources	COM000	Short Term	0*	Active + 1	Computer Services / Technical Services
Technology Projects	COM000	Short Term	0*	Active + 1	Computer Services / Technical Services
Equal Employment / Affirmative Action	EMP000	Vital	Closed + 3	Closed + 3	Human Resources

Retention period is provided in years.

* Legal Retention Not Specified

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Administration - Benefits Plans	EMP010	Historical, Vital	Closed + 1	Closed + 1	Human Resources
Administration - Retirement Plans	EMP020	Historical, Vital	5	Closed + 5	Human Resources
Payroll Records / Attendance Reports	EMP030	Historical, Vital	Termination + 3	Indefinite	Human Resources
Personnel Files	EMP030	Historical, Vital	Termination + 3	Indefinite	Human Resources
Timekeeping Records	EMP030	Historical, Vital	Termination + 3	Indefinite	Human Resources
Workers' Compensation	EMP040	Short Term	Closed + 1	Termination + 3	Human Resources
Salary Survey	EMP050	Historical, Vital	0*	Indefinite	Human Resources
Construction Project Files / Drawings	ENG000	Historical	Current Year + 10	Indefinite	Engineering Services / Operations
Geo-Technical Records	ENG000	Vital	Closed + 10	Indefinite	Engineering Services / Operations
Reports & Studies	ENG000	Historical	Current Year + 10	Indefinite	Engineering Services / Operations
Calculations	ENG010	Vital	0*	Indefinite	Engineering Services / Operations
Drawings	ENG010	Historical, Vital	Indefinite	Indefinite	Engineering Services / Operations
Maps	ENG010	Historical, Vital	Indefinite	Indefinite	Engineering Services / Operations
Surveys	ENG010	Historical	Indefinite	Indefinite	Engineering Services / Operations
Underground Utilities	ENG010	Historical, Vital	Indefinite	Indefinite	Engineering Services / Operations
Corrosion Control	ENG020	Historical, Vital	Indefinite	Indefinite	Engineering Services / Operations
Emergency Generators	ENG020	Vital	Indefinite	Indefinite	Engineering Services / Operations
Recording Charts (Stream Gauging)	ENG020	Historical, Vital	Indefinite	Indefinite	Engineering Services / Operations
Work Orders	ENG030	Vital	Current Year + 10	Current Year + 10	Engineering Services / Operations
Air Quality	ENV000	Short Term	10	10	Environmental Services Operations
Hazardous Materials	ENV010	Short Term	6	6	Environmental Services Operations

Retention period is provided in years.

* Legal Retention Not Specified

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Hazardous Waste	ENV010	Short Term	6	6	Environmental Services Operations
Environmental Reports	ENV020	Historical, Vital	10	Indefinite	Environmental Services Operations
Environmental Cultural Resources	ENV020	Historical	6	Indefinite	Environmental Services Operations
Telephone Message Books	GEN000	Short Term	0*	1	General Services
Visitor Logs	GEN000	Short Term	0*	1	Security / General Services
Vehicle Operating Records	GEN010	Short Term	0*	Closed + 1	General Services
Confined Space Tests	HEA000	Short Term	5	5	Health & Safety / All Departments
Incident/Accident Records (Non-W. Comp)	HEA000	Short Term	5	5	Risk Management / General Services
Security Records	HEA000	Short Term	0*	5	Security / General Services
Pesticide Records	HEA000	Short Term	5	5	Engineering Services / Operations
Safety Records / Meetings	HEA000	Short Term	5	5	Security / General Services
Inspection Reports	HEA010	Historical, Vital	5	10	Engineering Services / Operations
Emergency Procedures & Disaster Plans	HEA020	Vital	Indefinite	Indefinite	General Services / Support Services
Material Safety Data Sheets	HEA020	Vital	Indefinite	Indefinite	All Departments
Insurance Certificates	INS000	Short Term	Closed + 5	Closed + 5	General Services / Support Services
Insurance Policies	INS000	Short Term	Closed + 5	Closed + 5	General Services / Support Services
Liability & KCWA Property Losses	INS010	Historical	0*	Closed + 10	Finance / General Services
Contracts / Agreements / Leases	LEG000	Vital	Expired + 10	Indefinite	Legal Services / General Counsel
Deeds & Easements	LEG010	Historical, Vital	Indefinite	Indefinite	Legal Services / General Counsel
Legal Opinions	LEG010	Vital	Indefinite	Indefinite	Legal Services / General Counsel
Notices	LEG010	Historical	0*	Indefinite	Legal Services / General Counsel

Retention period is provided in years.

* Legal Retention Not Specified

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Real Estate Ownership Files	LEG020	Historical, Vital	Indefinite	Permanent	Legal Services / General Counsel
Public Records Request	LEG030	Short Term	Closed + 10	Closed + 10	Legal Services / General Counsel
Briefs, Appeals, Litigations	LEG040	Historical, Vital	Closed + 10	Indefinite	Agency General Manager / Executive Secretary
Proposals (Legal)	LEG050	Short Term	10	10	Legal Services / General Counsel
Submittals (Legal)	LEG050	Short Term	10	10	Legal Services / General Counsel
Permits, Licenses	LEG060	Vital	Expired + 10	Expired + 10	Legal Services / General Counsel
Newsletters	LIB000	Historical	0*	Indefinite	General Services / Support Services
News Clippings	LIB000	Historical	0*	Indefinite	General Services / Support Services
Photographs	LIB000	Historical	0*	Indefinite	General Services / Support Services
Reference Materials	LIB000	Historical	0*	Indefinite	General Services / Records Mgmt.
Equipment Calibration	OPE000	Vital	Closed + 10	Closed + 10	Engineering Services / Operations
Equipment Maintenance	OPE000	Vital	Closed + 10	Closed + 10	Engineering Services / Operations
Equipment Trouble & Repair	OPE000	Vital	Closed + 10	Closed + 10	Engineering Services / Operations
Equipment Use	OPE000	Vital	Closed + 10	Closed + 10	Engineering Services / Operations
Energy Usage Files	OPE000	Short Term	Closed + 10	Closed + 10	Engineering Services / Operations
Operating Logs	OPE010	Short Term	Current Year + 10	Current Year + 10	Engineering Services / Operations
Test Records	OPE010	Historical	Current Year + 10	Current Year + 10	Engineering Services / Operations
Work Reports	OPE010	Short Term	Current Year + 10	Current Year + 10	Engineering Services / Operations
Operating Manuals	OPE020	Vital	0*	Indefinite	Engineering Services / Operations
Recording Charts (Strip Charts)	OPE020	Short Term	Current Year + 10	Indefinite	Engineering Services / Operations
Records Retention Schedules	RIM000	Historical	0*	Indefinite	General Services / Records Mgmt.

Retention period is provided in years.

* Legal Retention Not Specified

Kern County Water Agency
Records Retention Schedule

EXHIBIT A

Record Series	Legal Group	Class	Legal Retention	Operational Retention	Responsible Area and/or Party
Records Inventory	RIM010	Historical	0*	Indefinite	General Services / Records Mgmt.
Water Resources (SWP, Bay-Delta, Lower Kern, Misc.)	WAT000	Vital	5	Indefinite	Water Resources Operations
Water Delivery Records	WAT000	Vital	5	Indefinite	Water Resources Operations
Pumping Plant Records	WAT010	Historical, Vital	5	30	Engineering Services / Operations
Chemical Inventory	WAT020	Vital	40	40	Operations Division / Water Quality
Filtration Plant	WAT030	Vital	Indefinite	Indefinite	Operations Division / Water Quality
Groundwater Storage	WAT030	Vital	Indefinite	Indefinite	Engineering Services / Operations
Underground Storage Tanks	WAT030	Vital	Indefinite	Indefinite	Engineering Services / Operations
Bacteria Analysis	WAT040	Vital	12	12	Operations Division / Water Quality
Chemical Analysis	WAT040	Vital	12	12	Operations Division / Water Quality
Laboratory Records / Analysis / Samples	WAT040	Vital	12	12	Engineering Services / Operations
Water Quality Analysis / Records	WAT040	Vital	12	12	Engineering Services / Operations
Flood Control Districts	WAT050	Historical, Vital	0*	Indefinite	Engineering Services / Operations
Water Districts	WAT050	Historical, Vital	0*	Indefinite	Engineering Services / Operations
Water Annual Costs & Water Allocation	WAT070	Vital	5	Indefinite	Water Resources Operations
Water Production Payments	WAT070	Historical, Vital	5	Indefinite	Water Resources Operations

Retention period is provided in years.

* Legal Retention Not Specified

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MEMORANDUM

20.2.1

TO: Policy Committee
Agenda Item No. 1

FROM: Thomas McCarthy

DATE: December 18, 2024

SUBJECT: Update on Delta Conveyance Activities

Issue:

Update on Delta Conveyance Activities.

Recommended Motion:

None – information only.

Discussion:

The California Department of Water Resources (DWR) certified the Final Environmental Impact Report (EIR) for the Delta Conveyance Project (DCP) on December 21, 2023. The DCP would construct a tunnel under the Sacramento-San Joaquin Delta (Delta) to deliver water from the Sacramento River to State Water Project facilities in the South Delta.

On May 16, 2024, DWR released the updated cost estimate for the DCP. The total project cost for the 6,000 cubic feet per second Bethany Reservoir Alignment is \$20.12 billion in 2023 dollars.

DWR's Delta Conveyance Office is responsible for the EIR and other permitting activities and is coordinating with the Delta Conveyance Design and Construction Authority (DCA). DWR is continuing to take the next steps to pursue numerous state and federal permits for authorizations, including those required by the State Water Resources Control Board (SWRCB), the Delta Stewardship Council, and compliance with state and federal Endangered Species acts. The project schedule is further described in Attachments 1 and 2.

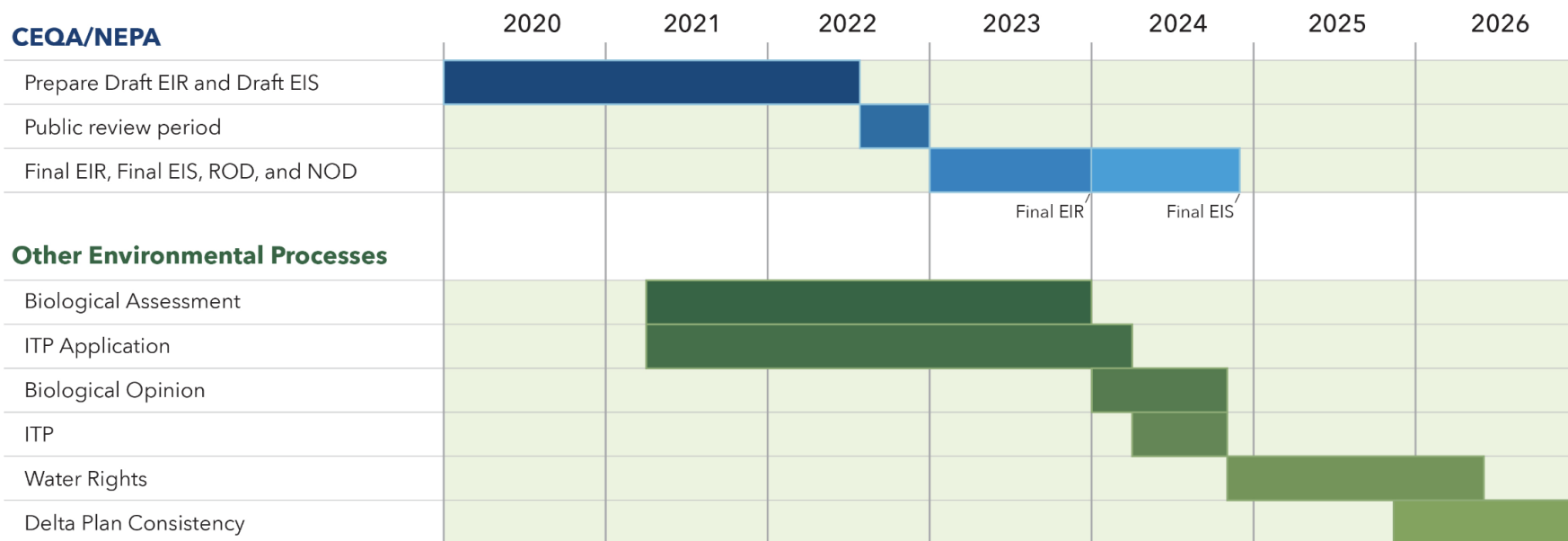
On December 16, 2022, the United States Army Corps of Engineers released the public Draft Environmental Impact Statement (EIS) for the DCP. The public comment period ended March 16, 2023. The Final EIS is expected to be released in early 2025.

The DCA Board of Directors (Board) will have their next regular DCA Board meeting on December 19, 2024. All regular DCA Board meetings are open to the public and are held on the third Thursday of every other month starting at 2:00 p.m.



DCP Schedule

Delta Conveyance Project Planning Schedule



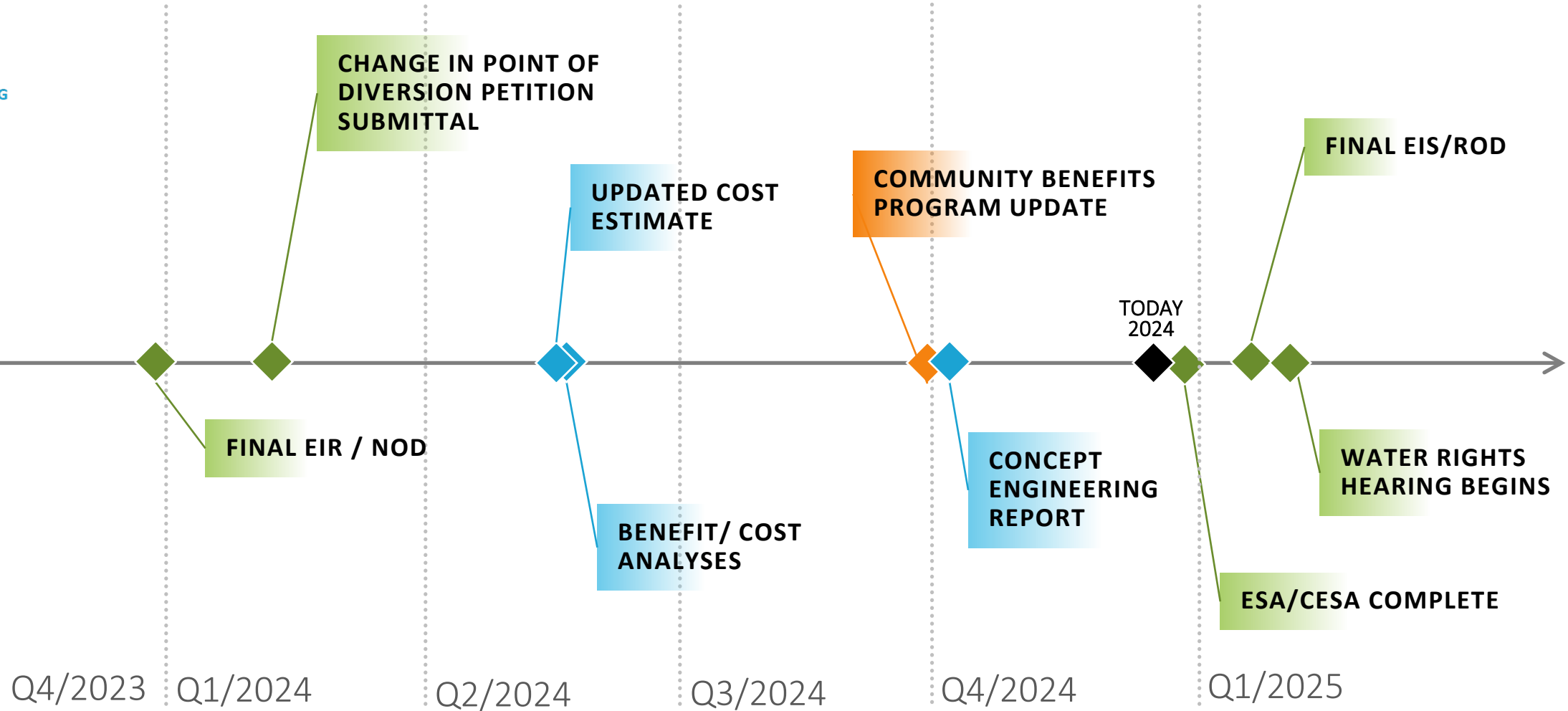
DCP 2024 Milestones



Attachment 2

KEY

- PERMITTING
- ENGINEERING
- OUTREACH



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MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 1

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Report of the Water Resources Manager

Issue:

Report on the Kern Fan banking projects bank accounts.

Recommended Motion:

None – information only.

Discussion:

The Kern County Water Agency's estimated summary of the Kern Fan banking projects bank and overdraft corrections accounts are provided as Attachments 1 and 2.

**Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of November 30, 2024**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2023	Estimated Balance as of November 30, 2024					Total
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank ^[1]	
Buena Vista WSD	72,942	61,587	0	61,587	0	11,355	72,942
Henry Miller WD	90,890	63,853	375	64,228	2,584	24,078	90,890
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553	55,030
Kern Delta WD	100,157	72,756	409	73,165	2,026	24,966	100,157
Rosedale-Rio Bravo WSD	243,122	185,495	5,120	190,615	3,220	49,287	243,122
Total	562,141	419,047	13,025	432,072	7,830	122,239	562,141

^[1] Does not include purchase of 2011 4% reserve water.

**Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of November 30, 2024**

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2023	Estimated Balance as of November 30, 2024					Total
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	
Belridge WSD	80,524	76,087	4,993	81,080	3,928	0	85,008
Berrenda Mesa WD	102,939	71,538	5,685	77,223	35,974	0	113,197
Buena Vista WSD	162,741	107,153	4,081	111,234	0	52,484	163,718
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	63,870	0	0	0	0	68,748	68,748
Henry Miller WD	44,079	43,246	833	44,079	0	0	44,079
Improvement District No. 4	247,331	43,402	5,886	49,288	0	198,887	248,175
Kern County Water Agency	185,256	109,443	60,099	169,542	3,499	17,958	190,999
Kern Delta WD	47,763	60,330	0	60,330	0	0	60,330
Lost Hills WD	86,401	59,739	24,327	84,066	3,252	0	87,318
Rosedale-Rio Bravo WSD	71,899	73,721	835	74,556	0	0	74,556
Semitropic WSD	264,171	32,038	826	32,864	0	233,916	266,780
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	64,734	2,666	1,283	3,949	0	61,569	65,518
Westside Mutual Water Co.	532,085	0	0	0	0	533,010	533,010
Wheeler Ridge-Maricopa WSD	280,661	19,590	16,008	35,598	5,541	224,651	265,790
Total	2,240,274	698,953	124,856	823,809	52,194	1,397,043	2,273,046



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 2

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Report on the State Water Contractors Board Meeting

Issue:

Report on the November 21, 2024 regular meeting of the State Water Contractors Board of Directors.

Recommended Motion:

None – information only.

Discussion:

The agenda and action items for the November 21, 2024 regular meeting of the State Water Contractors Board of Directors are provided as Attachment 1.

**STATE WATER CONTRACTORS
BOARD OF DIRECTORS MEETING
NOVEMBER 21, 2024
9:30 a.m.**

In-Person Attendance:

Delta Conveyance Design and Construction Authority Board Room
980 9th Street, 1st Floor
(enter the building from the alleyway between 8th & 9th Street, off of J)

Join Zoom Meeting

<https://zoom.us/j/97794625292?pwd=OVZCZHA0NIM2RUNBd3F4UGkwUE9nUT09>

Meeting ID: 977 9462 5292

Passcode: 617495

Via Teleconference: +1 669 444 9171

Meeting ID: 977 9462 5292

Passcode: 617495

One Tap Mobile: +16694449171,,97794625292#,,, *617495#

AGENDA

- | | |
|---|--------------|
| 1) REVISIONS TO AGENDA | 9:30 |
| 2) CONSENT CALENDAR | 9:30 |
| 3) ENERGY OBJECTIVES UPDATE: Jonathan Young (Supplemental) | 9:35 |
| 4) SWP OPERATIONS REPORT: | 10:05 |
| a. Water Operations - Tracy Hinojosa (Supplemental) | |
| b. Water Quality - Tanya Veldhuizen | |
| c. Power – the written report is included in the Board package | |
| 5) BOARD ACTIONS: No Actions | |
| 6) GENERAL MANAGER’S REPORT: Jennifer Pierre | 10:30 |
| 7) COMMITTEE REPORTS: | 10:45 |
| a. Audit Finance - the written report is included in the Board package | |
| b. Energy - the written report is included in the Supplemental package | |
| c. OME - the written report is included in the Supplemental package | |
| 8) SCIENCE REPORT: the written report is in the Board package | 10:45 |

**Next Board Meeting: December 19, 2024
Delta Conveyance Design and Construction Authority or via Zoom**

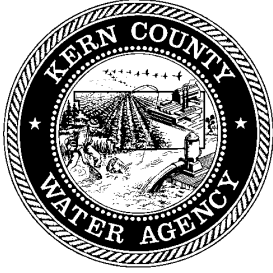
**STATE WATER CONTRACTORS
BOARD OF DIRECTORS
BOARD ACTIONS
NOVEMBER 21, 2024**

The following actions were taken at the State Water Contractors Board of Directors November 21, 2024, meeting upon motions duly made, seconded, and unanimously passed.

1. Approved the Consent Calendar, including the draft Board Minutes for the October 17, 2024, meeting; 2-1 Board Action Request to authorize SWC Staff to join the California Chamber of Commerce at an 'Advocate' level for \$17,500; the October 31, 2024, Financial Report; the Consultant Reports; and the Water Transfers Summary for October 31, 2024.

Other Action:

1. The SWC Board requested a review of transmission formula rate cases and SWC activity.



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Appointment of the Kern County Water Agency Representative to the State Water Project Contractors Authority Board of Directors

Issue:

Appointment of the Kern County Water Agency Representative to the State Water Project Contractors Authority Board of Directors.

Recommended Motion:

Appoint Craig Wallace as the Kern County Water Agency representative to the State Water Project Contractors Authority Board of Directors.

Discussion:

Each year, the State Water Project Contractors Authority (SWPCA) holds a meeting to select the members of the Board of Directors (Board). Kern County Water Agency (Agency) staff recommends that Craig Wallace continue to represent the Agency on the SWPCA Board.



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Report on 2024 State Water Project and Central Valley Project Allocations and Operations

Issue:

Report on 2024 State Water Project and Central Valley Project allocations and operations.

Recommended Motion:

None – information only.

Discussion:

State Water Project Operations

On December 2, 2024, the California Department of Water Resources (DWR) notified State Water Project (SWP) contractors that it was approving an initial allocation of 5 percent of contracted 2025 SWP Table A water supplies. DWR will continue to evaluate 2025 hydrologic conditions and operational capabilities and adjust the approved 2025 initial allocation accordingly.

As of December 16, 2024, the Northern Sierra Precipitation Eight-Station Index had received 18.3 inches of precipitation, or 137 percent of average-to-date. (See Attachment 1.) As of December 13, 2024, the Northern Sierra Snow Water content was 30 percent of the April 1 average and 162 percent of average-to-date. (See Attachment 2.) The near-term forecast is predicting 7.4 inches of precipitation over the next ten days for the Feather River Basin. (See Attachments 3 and 4.) The long-term forecast is predicting equal chances of above or below normal temperatures and precipitation for Northern California from December 2024 through February 2025. (See Attachment 5.)

Through December 15, 2024, Lake Oroville storage had increased to about 1,972,517 acre-feet (af). (See Attachment 6.) As of December 15, 2024, the State Water Project (SWP) share of San Luis Reservoir (San Luis) storage had increased to about 887,994 af. (See Attachment 7.) Combined SWP and Central Valley Project (CVP) exports are currently averaging about 21,000 af per day. Exports continue to be adjusted daily as Sacramento-San Joaquin Delta hydrologic and water quality conditions allow.

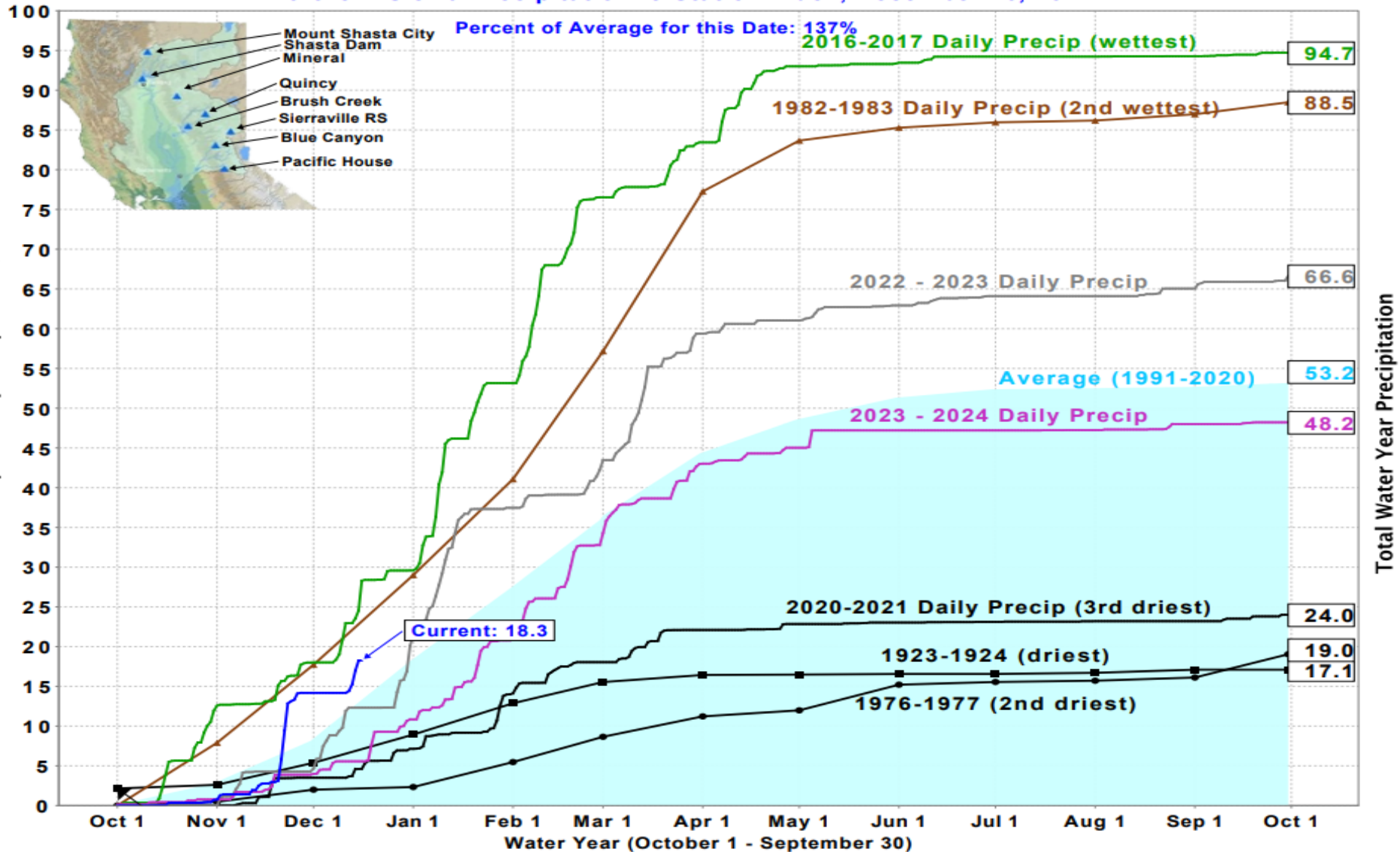
Central Valley Project Operations

As of December 15, 2024, the CVP share of San Luis storage had increased to about 498,307 af.



Northern Sierra Precipitation Eight-Station Index: December 16, 2024

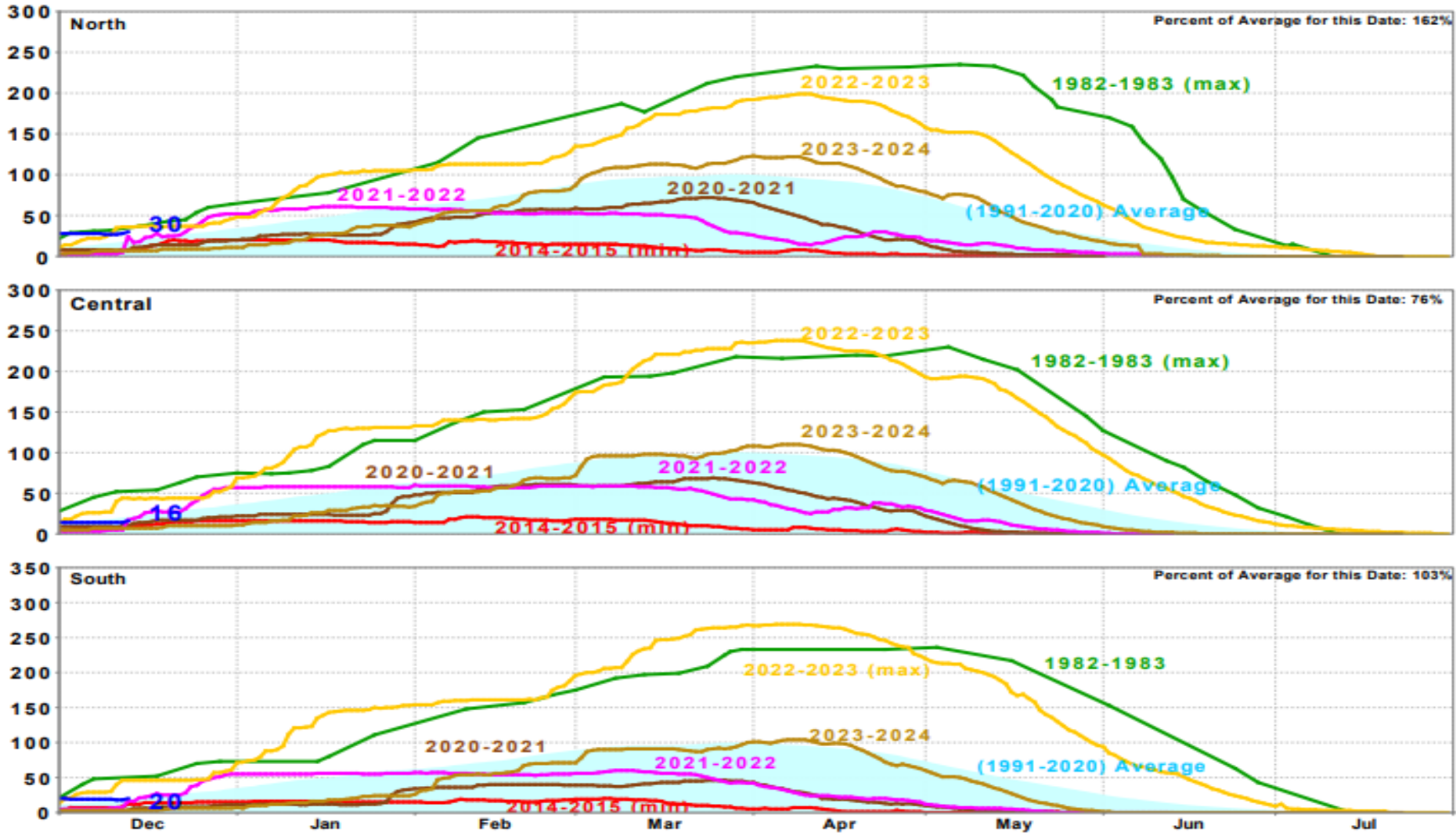
Northern Sierra Precipitation: 8-Station Index, December 16, 2024





California Snow Water Content: December 13, 2024

California Snow Water Content, December 13, 2024, Percent of April 1 Average





Feather River Basin Forecast

10-Day Feather Basin Quantitative Precipitation Forecast (QPF)

Monday, December 16, 2024
(each day ends at 0400 PST)

Day No.	Date		Precip (inches)	Snow Level (ft)	Average Daily*		
					Precip (inches)	Snow Depth (inches)	Min Temp (°F)
	Saturday, December 7, 2024		0.0	11500			
	Sunday, December 8, 2024		0.0	11000			
	Monday, December 9, 2024		0.0	7500			
	Tuesday, December 10, 2024		0.0	8500			
	Wednesday, December 11, 2024	Actual	0.0	10500			
	Thursday, December 12, 2024		0.2	6500			
	Friday, December 13, 2024		1.1	3500			
	Saturday, December 14, 2024		1.4	4500			
	Sunday, December 15, 2024		1.4	4000			
	Monday, December 16, 2024	↓	0.0	6000	0.2	0.4	31.2
Total observed:			4.1				
1	Tuesday, December 17, 2024	Forecast	0.6	5,500	0.3	0.3	31.2
2	Wednesday, December 18, 2024		0.0	9,000	0.2	0.3	30.8
3	Thursday, December 19, 2024		0.0	10,000	0.3	0.2	30.0
4	Friday, December 20, 2024		0.0	10,500	0.3	0.1	30.2
5	Saturday, December 21, 2024		0.0	9,500	0.4	0.1	30.0
6	Sunday, December 22, 2024		1.4	7,000	0.4	0.2	29.5
7	Monday, December 23, 2024		0.8	6,500	0.3	0.4	29.0
8	Tuesday, December 24, 2024		2.0	7,500	0.3	0.2	29.5
9	Wednesday, December 25, 2024		2.4	6,000	0.2	0.6	30.2
10	Thursday, December 26, 2024		↓	0.2	5,000	0.2	0.2
11	Friday, December 27, 2024		0.0	5,000	0.3	0.2	30.0
10-Day Total:			7.4		2.9		
10-Day Percent of Normal:			255%				
Accumulated Observed Precip for WY 2025:			18	(WY 2024: 49.7)			

Comments: (137% YTD Ave)

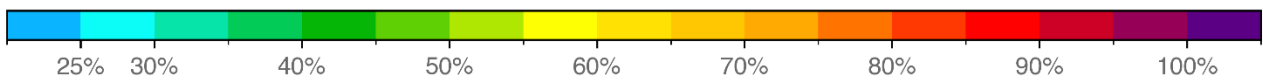
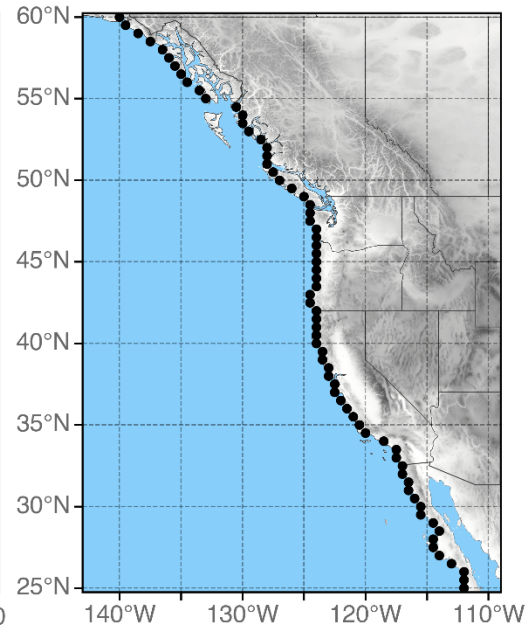
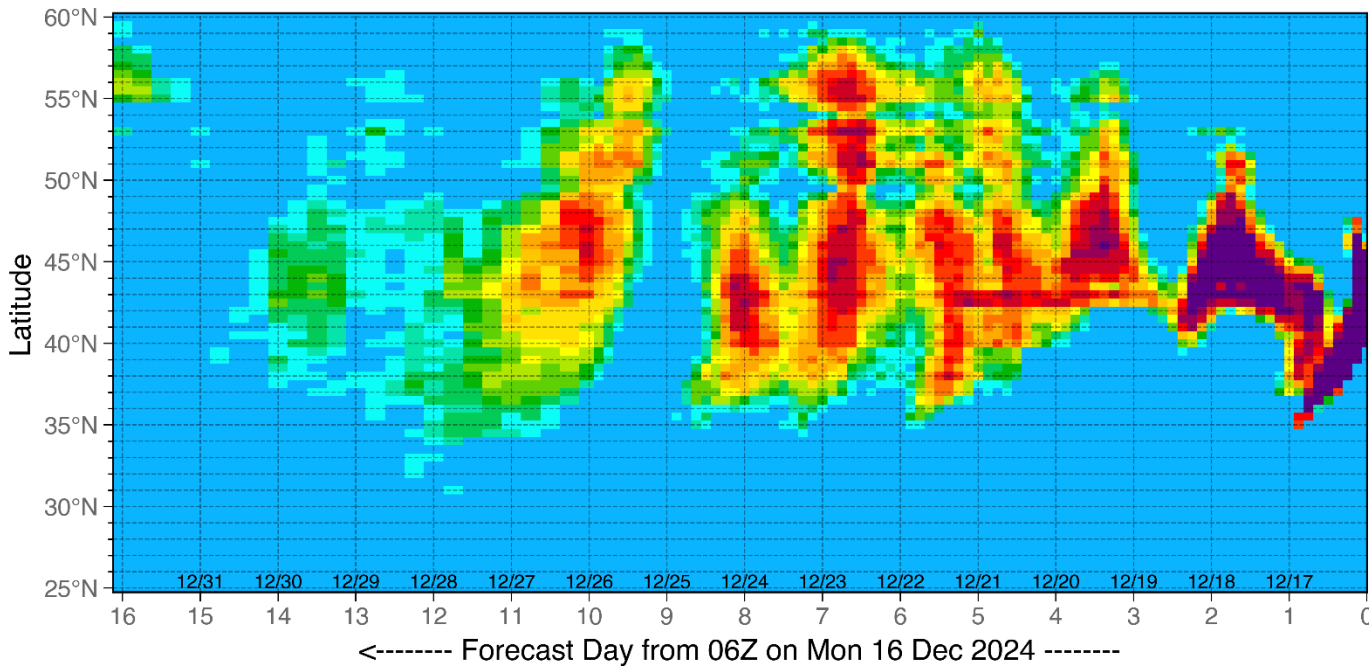
Chance of rain and snow showers today into tomorrow with areas of fog this afternoon, delivering up to 2 inches of snow accumulation at lower elevations and 1 to 7 inches at higher elevations. More rain and snow showers this weekend with some snow accumulations possible. Mostly cloudy throughout forecast period. Freezing levels at a high of 10,500 feet this weekend with a low of 6,000 by mid next week. Prevailing winds south to southwest at 10 mph with gusts of 25 mph. Temperatures with a low of 27 F to a high of 56 F throughout the week.



Atmospheric River Forecast

CW3E AR Landfall Tool | GEFS

Model Run: 06Z Mon 16 Dec 2024



Probability of $IVT \geq 250 \text{ kg m}^{-1} \text{ s}^{-1}$

Forecasts support FIRO/CA-AR Program and NSF #2052972 | Intended for research purposes only



Center for Western Weather and Water Extremes

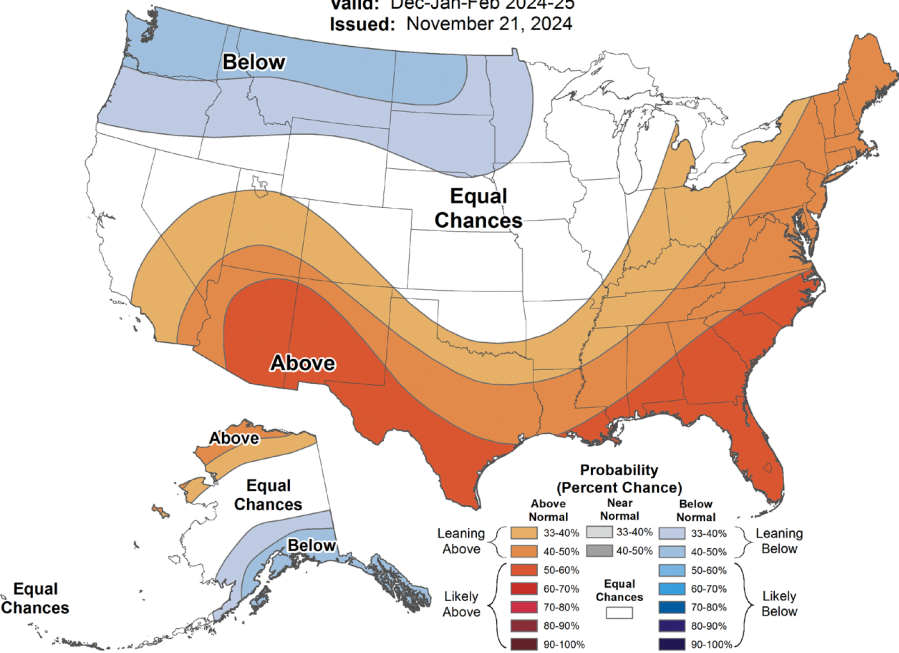




Seasonal Temperature Outlook



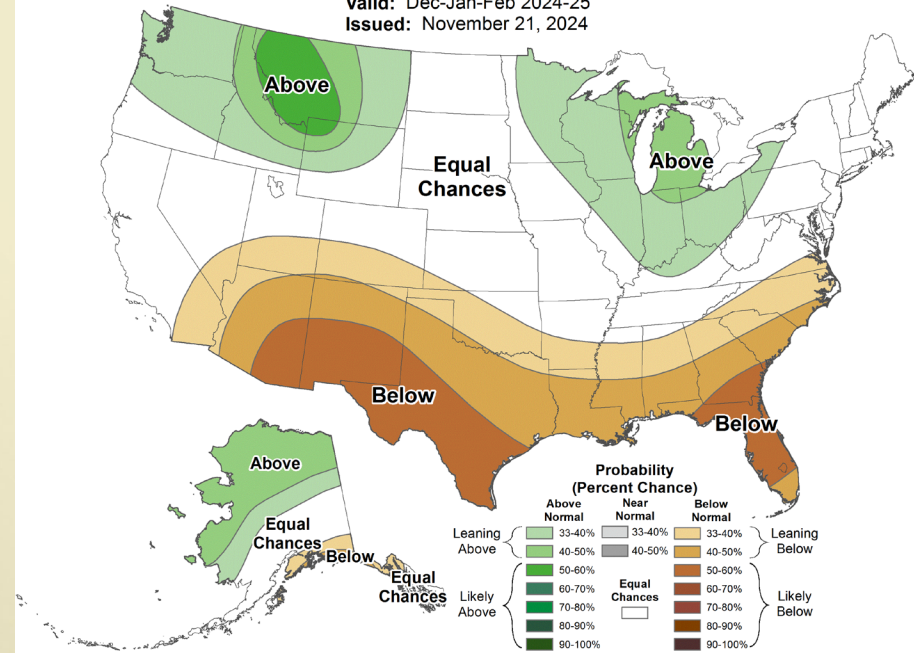
Valid: Dec-Jan-Feb 2024-25
Issued: November 21, 2024



Seasonal Precipitation Outlook

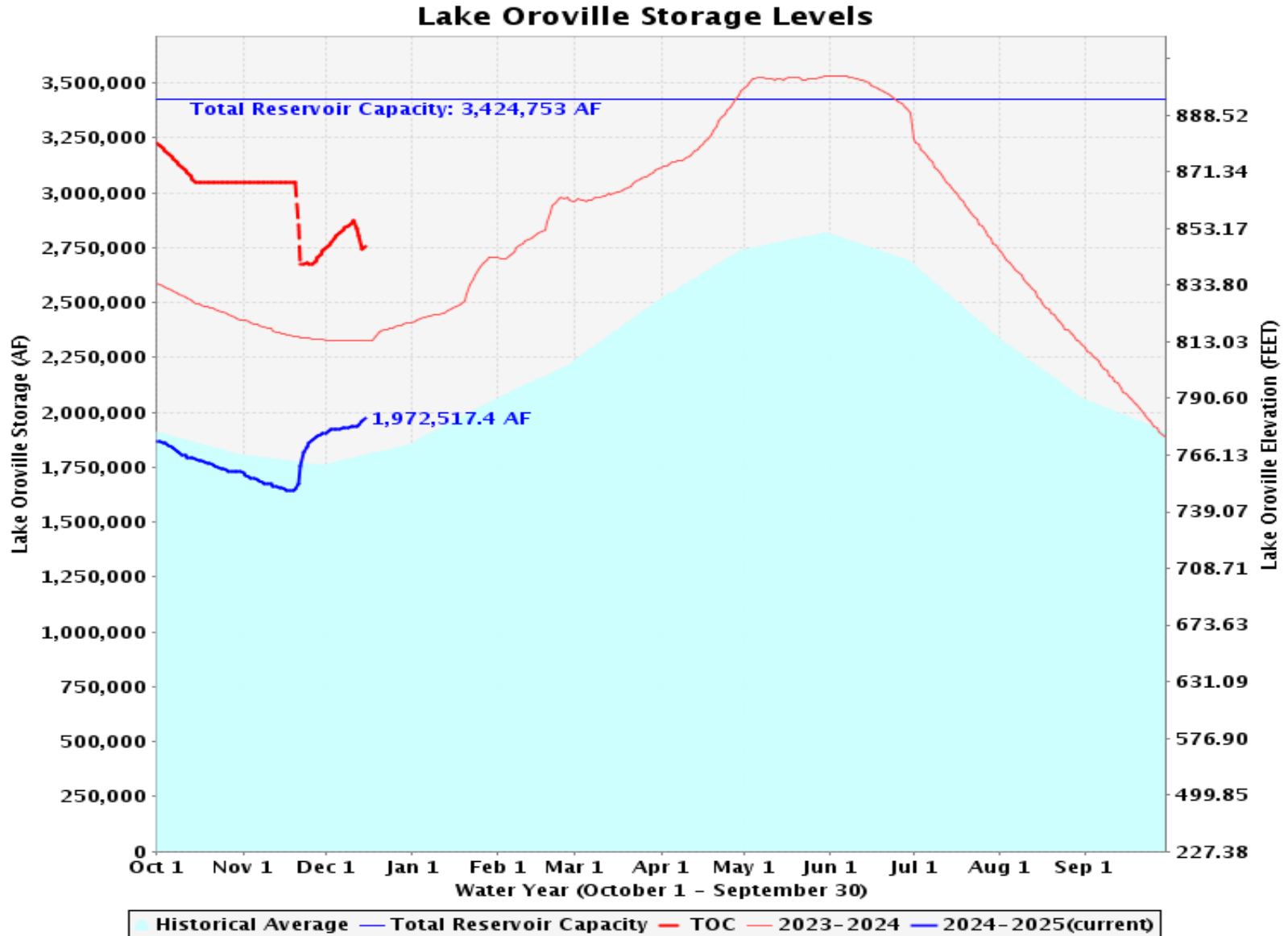


Valid: Dec-Jan-Feb 2024-25
Issued: November 21, 2024





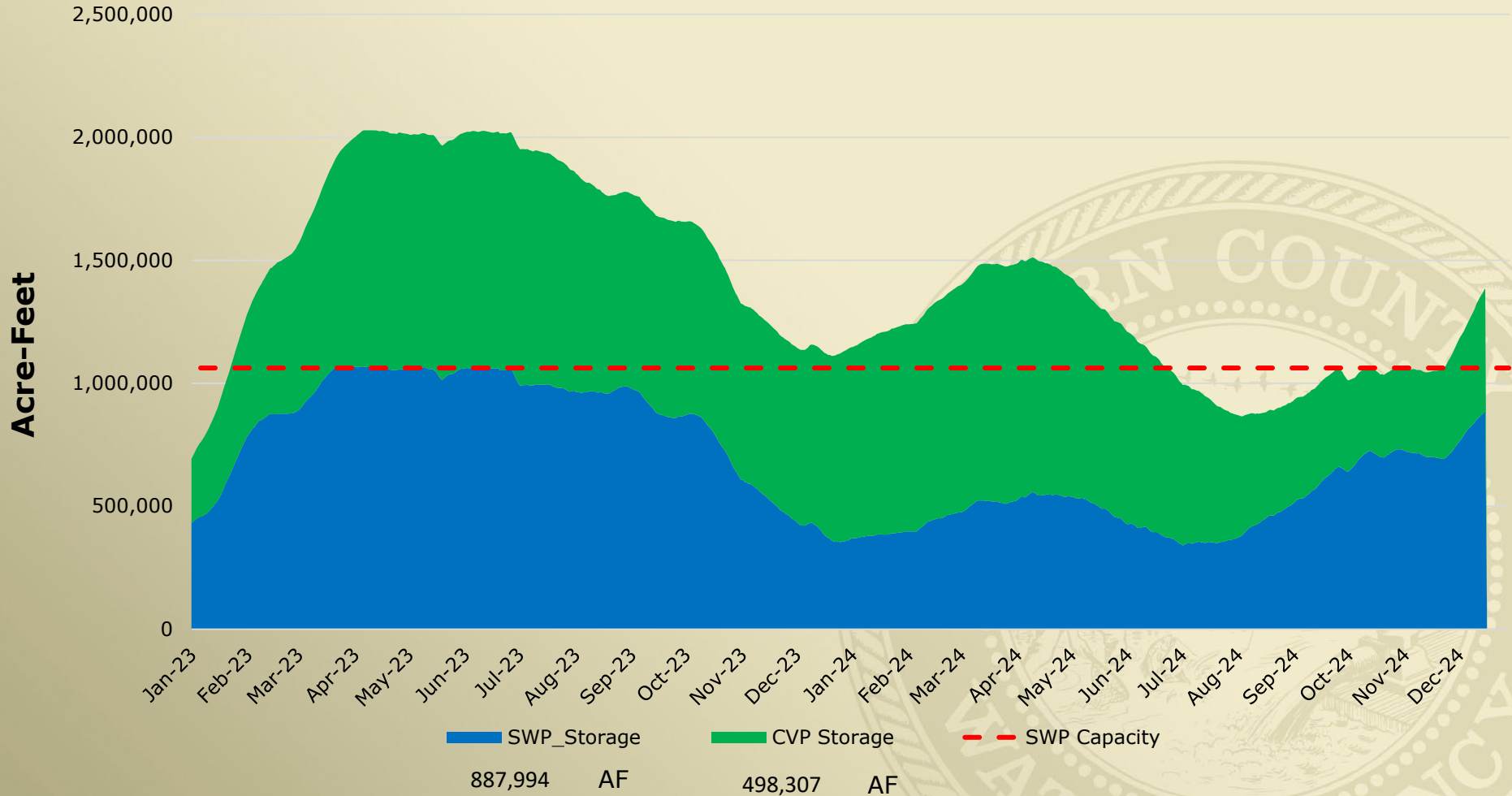
Lake Oroville Storage: December 15, 2024





San Luis Reservoir Storage: December 15, 2024

San Luis Storage





MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5a

FROM: Veronica Arreola

DATE: December 18, 2024

SUBJECT: Report on Kern County Water Agency California Aqueduct Deliveries

Issue:

Report on Kern County Water Agency California Aqueduct Deliveries.

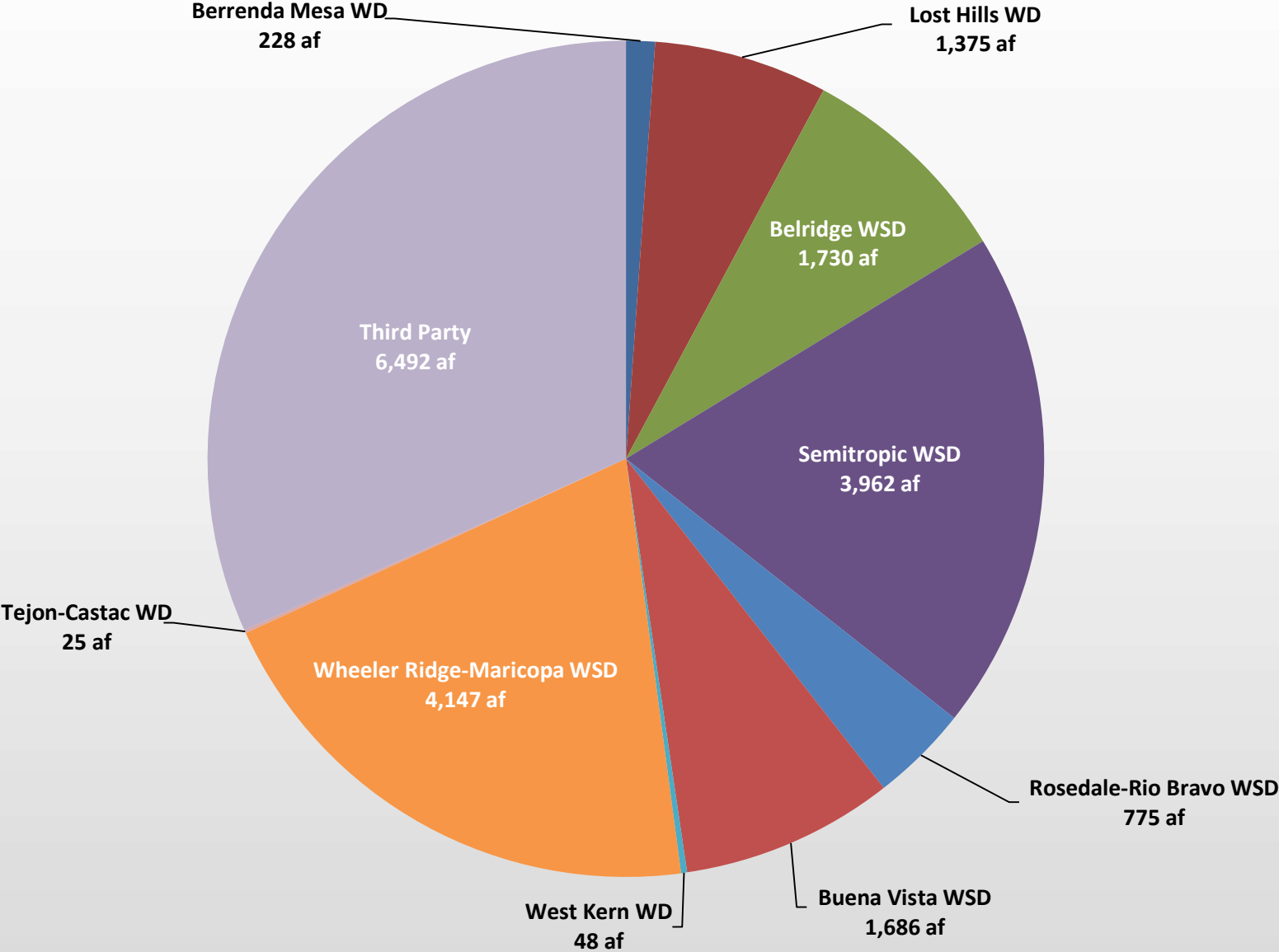
Recommended Motion:

None – information only.

Discussion:

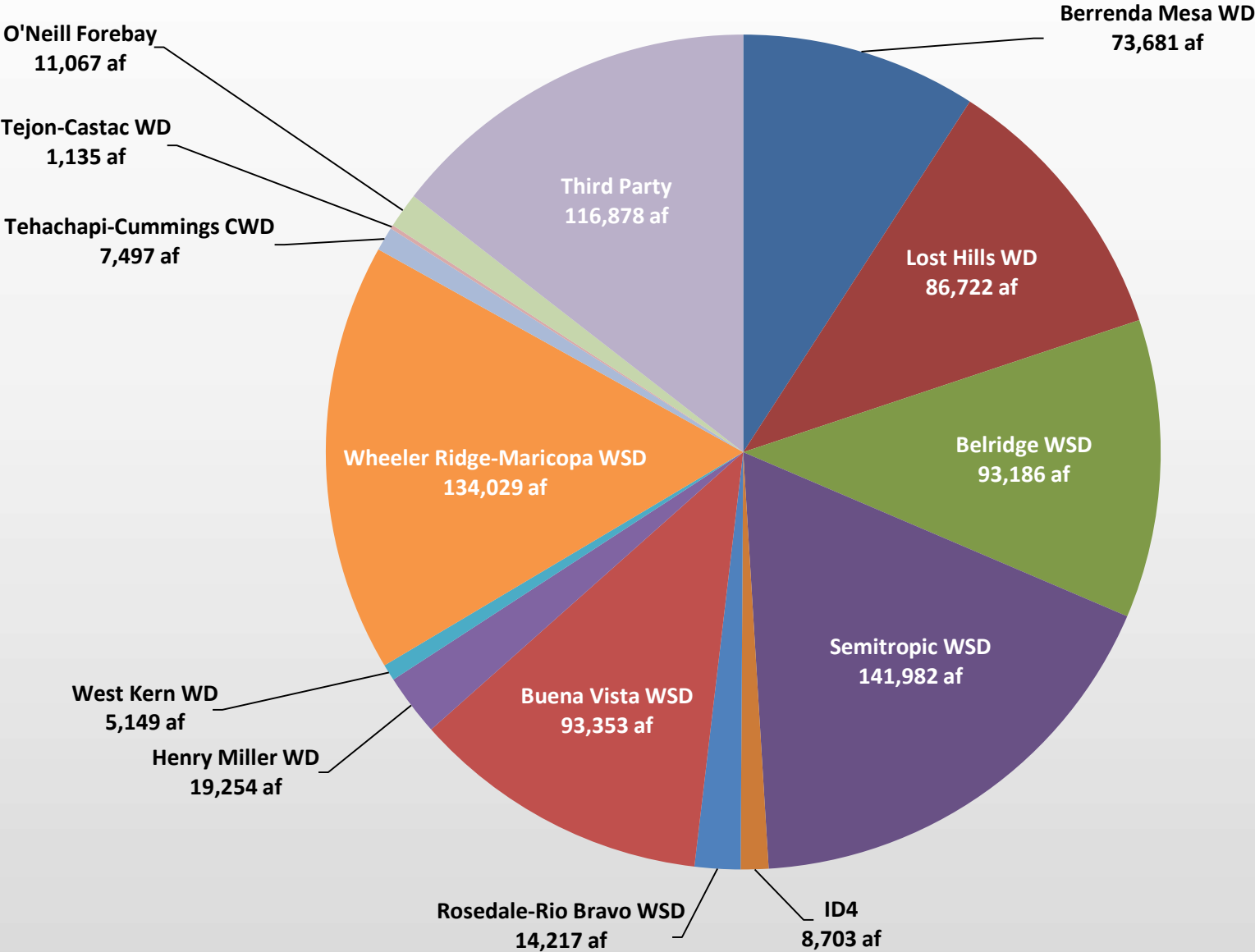
In November 2024, the Kern County Water Agency (Agency) delivered an estimated 20,468 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of November 2024 estimated deliveries by entity is provided as Attachment 1. Through November 2024, the Agency has delivered an estimated 806,853 af via the Aqueduct. A summary of estimated cumulative deliveries by entity is provided as Attachment 2, and a summary of estimated cumulative deliveries by water type is provided as Attachment 3. The values presented are estimates as Agency staff continue the ongoing delivery reconciliation process.

California Aqueduct Deliveries by Entity November 2024 Total Deliveries 20,468 af



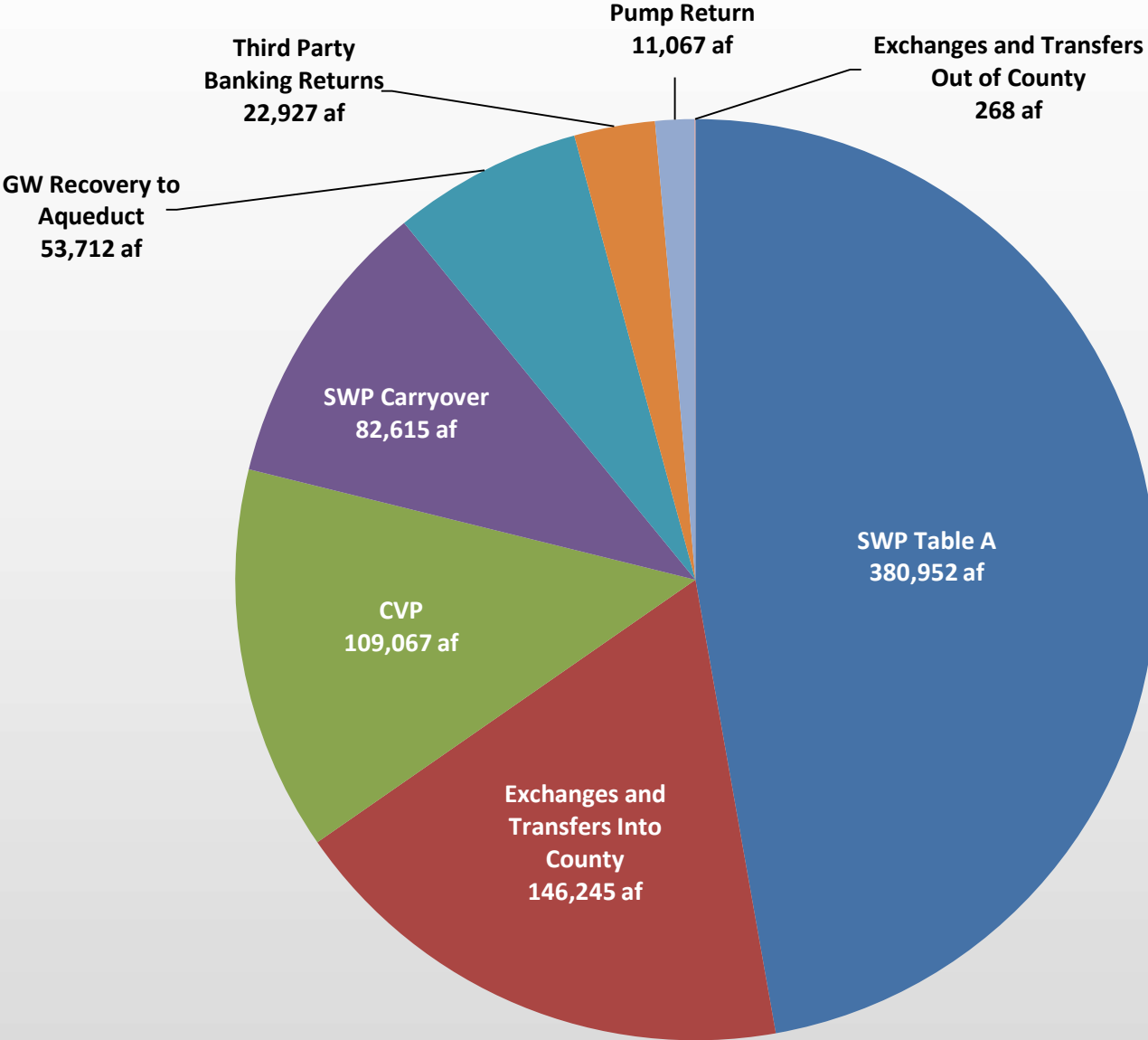
California Aqueduct Deliveries by Entity Through November 2024

Total Estimated Deliveries 806,853 af



California Aqueduct Deliveries by Water Type Through November 2024

Total Estimated Deliveries 806,853 af





MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5b

FROM: Courtney Pasquini

DATE: December 18, 2024

SUBJECT: Authorization to Approve Routine 2025 Water Transfers, Exchanges and Purchases

Issue:

Consider authorizing the Water Resources Manager to approve routine 2025 water transfers, exchanges and purchases, to ensure that participation in these water transfers, exchanges and purchases occurs in a timely manner.

Recommended Motion:

Authorize the Water Resources Manager to approve and enter into contracts providing for the transfer, exchange and purchase of State Water Project water and other water through December 31, 2025, on behalf of and with the Member Units, and expend up to \$300,000 from the Water Management Fund to fund such water transfers, exchanges and purchases, subject to approval of General Counsel as to legal form, as outlined in the December 18, 2024 staff memorandum to the Water Resources Committee, Agenda Item No. 5b.

Discussion:

Given what has occurred in recent years, it is anticipated that Member Units will submit numerous requests for Kern County Water Agency (Agency) approval of transfers, exchanges and purchases involving several sources of water. During the last several years, Member Unit requests have consisted of the following water transfers, exchanges and purchases:

- a. State Water Project (SWP) Landowner Transfers – Inter-District and Into County
- b. SWP Table A Exchanged for Banked Groundwater
- c. SWP Table A Exchanged for Kern River Water
- d. SWP Table A Exchanged for Central Valley Project (CVP) Water
- e. SWP Table A Exchanged for Future CVP Payback
- f. SWP Table A Exchanged for Future Kern River Payback
- g. SWP Table A Exchanged for Future SWP Payback
- h. SWP Table A Exchanged for SWP Table A (Inter-District Balanced Exchanges)
- i. CVP Water Exchanged for CVP Water (Inter-District Balanced Exchanges)
- j. CVP Water Exchanged for Future SWP Payback
- k. CVP Exchanged for Kern River Water
- l. Kern River Water Exchanged for Future SWP Table A Payback
- m. Kern River Water Exchanged for Future Kern River Payback
- n. Kern River Water Purchases

- o. SWP Table A Purchased via the California Department of Water Resources (DWR) Turnback Pool
- p. Article 21 Water Program Purchases
- q. DWR Drought Water Bank
- r. U.S. Bureau of Reclamation Section 215 Water Purchases
- s. Dudley Ridge Water District Transfer of SWP Table A to the Kern Water Bank
- t. Kern-Tulare Water District Deliveries of CVP Water Delivered Under Article 55 of the Agency's Water Supply Contract
- u. Yuba Water Purchase Program Water Exchanged for SWP Table A
- v. Yuba Water Purchase Program Water Exchanged for CVP
- w. Yuba Water Purchase Program Water Exchanged for Kern River Water
- x. Dry Year Transfer Program Water Exchanged for SWP Table A
- y. Dry Year Transfer Program Water Exchanged for CVP
- z. Dry Year Transfer Program Water Exchanged for Kern River Water

As experienced in the past, it may often be necessary to obtain approval and begin operations on a short notice in order to maximize water deliveries and avoid losing recharge opportunities. Accordingly, it is recommended that the Water Resources Manager be authorized to approve the routine water transfers, exchanges and purchases described above through December 31, 2025, and execute any necessary agreements, under the same terms and conditions as they were approved during the past several years, and with the following provisions:

- a. Those water transfers, exchanges and purchases that require policy decisions will be brought before the Agency Board of Directors for approval;
- b. Requests may be approved under the same terms and conditions as similar requests approved during the past years; and
- c. Member Units or other entities participating in said water transfers, exchanges and purchases indemnify the Agency, when appropriate, from any and all costs and liabilities arising from such activity.



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5c

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24032

Issue:

Consider adopting Resolution No. 49-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24032.

Recommended Motion:

Adopt Resolution No. 49-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24032.

Discussion:

San Luis Obispo County Flood Control and Water Conservation District (San Luis Obispo) has requested the California Department of Water Resources (DWR) facilitate a transfer of up to 8,500 acre-feet of State Water Project 2024 Table A water to Dudley Ridge Water District (Dudley Ridge) and the Kern County Water Agency (Agency) on behalf of Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District. To facilitate the transfer, the Agency, Dudley Ridge and San Luis Obispo must enter into an agreement with DWR (Agreement). The Agreement is provided as Exhibit A. Agency staff have reviewed the agreement and recommend its approval.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE EXECUTION OF AN AGREEMENT *
AMONG THE DEPARTMENT OF WATER RESOURCES OF *
THE STATE OF CALIFORNIA, KERN COUNTY WATER *
AGENCY, SAN LUIS OBISPO COUNTY FLOOD CONTROL *
AND WATER CONSERVATION DISTRICT AND DUDLEY *
RIDGE WATER DISTRICT FOR A TRANSFER OF SAN *
LUIS OBISPO COUNTY FLOOD CONTROL AND WATER *
CONSERVATION DISTRICT'S STATE WATER PROJECT *
2024 TABLE A WATER TO DUDLEY RIDGE WATER *
DISTRICT AND KERN COUNTY WATER AGENCY, *
SWP #24032 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 49-24

WHEREAS, San Luis Obispo County Flood Control and Water Conservation District (San Luis Obispo) has requested the California Department of Water Resources (DWR) approval for the transfer of San Luis Obispo's State Water Project (SWP) 2024 Table A water to Dudley Ridge Water District (Dudley Ridge) and Kern County Water Agency (Agency) on behalf of Belridge Water Storage District,

Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District (the Districts); and

WHEREAS, as lead agency under the California Environmental Quality Act (CEQA), San Luis Obispo has determined the transfer of water is categorically exempt from CEQA and will file a Notice of Exemption with the State Clearinghouse; and

WHEREAS, an agreement is required by DWR for the delivery of San Luis Obispo's SWP 2024 Table A water to Dudley Ridge and the Agency; and

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

1. The foregoing recitals are true and correct.
2. The Water Resources Manager is authorized, subject to approval of General Counsel as to legal form, to execute the Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency, San Luis Obispo County Flood Control and Water Conservation District and Dudley Ridge Water District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency, SWP #24032 attached hereto as Exhibit A.
3. The Water Resources Manager is further authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the delivery of San Luis Obispo's SWP 2024 Table A water to the Districts.

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



11/22/2024

Ms. Kate Ballantyne
Public Works Deputy Director
San Luis Obispo County Flood Control
and Water Conservation District
Public Works Department
County Government Center, Room 206
976 Osos Street
San Luis Obispo, California 93408-1002

Mr. Mark Gilkey
General Manager
Dudley Ridge Water District
5555 California Ave, Suite 209
Bakersfield, California 93309

Ms. Lauren Bauer
Water Resources Manager
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, California 93308-4944

Subject: Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project 2024 Table A Water to Dudley Ridge Water District and Kern County Water Agency (SWP #24032)

This Letter Agreement, SWP #24032 (Agreement), is in response to San Luis Obispo County Flood Control and Water Conservation District's (San Luis Obispo's) request, dated October 17, 2024, to the Department of Water Resources of the State of California (DWR) for approval for a non-permanent transfer of up to 8,500 acre-feet of San Luis Obispo's approved 2024 State Water Project (SWP) Table A water (San Luis Obispo's 2024 Table A Water) to the Westside Districts, which consist of Dudley Ridge Water District (Dudley Ridge) and the following four Kern County Water Agency (KCWA) member units: Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Wheeler Ridge – Maricopa Water Storage District. DWR, San Luis Obispo, Dudley Ridge, and KCWA may be referred to individually as "Party" or collectively as "Parties."

On September 10, 2024, San Luis Obispo and the Westside Districts entered into a

Ms. Kate Ballantyne, et al

SWP #24032

11/22/2024

Page 2

“2024 Westside Districts/San Luis Obispo County Flood Control and Water Conservation District Transfer Agreement” (San Luis Obispo/Westside Agreement). The San Luis Obispo/Westside Agreement contains provisions governing the terms and conditions for the transfer of up to 13,500 acre-feet of San Luis Obispo’s 2024 SWP water supplies to the Westside Districts by December 31, 2024. San Luis Obispo has requested that DWR approve this arrangement as two separate transfer agreements under Article 56 of San Luis Obispo’s, Dudley Ridge’s, and KCWA’s respective Water Supply Contracts as follows: (1) a transfer of up to 8,500 acre-feet of San Luis Obispo’s 2024 Table A Water to Dudley Ridge and/or KCWA; and (2) a transfer of 5,000 acre-feet of San Luis Obispo’s Article 56 Carryover Water to KCWA, on behalf of the four KCWA member units that make up the Westside Districts.

This Agreement, SWP #24032, provides for the transfer and delivery of up to 8,500 acre-feet of San Luis Obispo’s 2024 Table A Water to Dudley Ridge and/or KCWA. The transfer and delivery of 5,000 acre-feet of San Luis Obispo’s 2024 Article 56 Carryover Water to KCWA will be covered under SWP #24033.

San Luis Obispo, Dudley Ridge, and KCWA confirm that the transfer under this Agreement satisfies the criteria in Article 57(d) and Article 57(g) of San Luis Obispo’s, Dudley Ridge’s, and KCWA’s respective Water Supply Contracts. San Luis Obispo, Dudley Ridge, and KCWA have provided supporting documentation to DWR demonstrating compliance with Article 57(g), which DWR has considered in approving the transfer request.

In compliance with the California Environmental Quality Act (CEQA), San Luis Obispo, as the lead agency, has determined that the transfer of water pursuant to the San Luis Obispo/Westside Agreement, including the transfer of San Luis Obispo’s 2024 Table A Water to the Westside Districts, is categorically exempt from CEQA and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as a responsible agency, will file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) with SCH upon execution of this Agreement and SWP #24033.

DWR approves the non-permanent Table A transfer of up to 8,500 acre-feet of San Luis Obispo’s 2024 Table A Water to Dudley Ridge and/or KCWA for use in Dudley Ridge’s and/or KCWA’s respective service areas, subject to the following terms and conditions:

TERM

1. This Agreement shall be effective as of August 1, 2024, and shall terminate on December 31, 2024, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to any of the Parties within the applicable statute of limitations is finally resolved, whichever occurs later.

Ms. Kate Ballantyne, et al

SWP #24032

11/22/2024

Page 3

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement to transfer a portion of San Luis Obispo's 2024 Table A Water to Dudley Ridge and/or KCWA is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The delivery of water under this Agreement shall be contingent upon, and subject to any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. San Luis Obispo, Dudley Ridge, and KCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permit, or orders. San Luis Obispo, Dudley Ridge, and KCWA shall furnish to DWR copies of all approvals and agreements required for the transfer and delivery of water under this Agreement.

NO EXCEEDANCE OF SAN LUIS OBISPO'S TABLE A ALLOCATION

4. The amount of San Luis Obispo's 2024 Table A Water transferred under this Agreement and any other transfer or exchange agreement, plus the amount of San Luis Obispo's 2024 Table A Water delivered to San Luis Obispo or stored outside of San Luis Obispo's service area under Article 56 of San Luis Obispo's Water Supply Contract, shall not exceed the Table A amount allocated to San Luis Obispo for the year.

DELIVERY OF SAN LUIS OBISPO'S 2024 TABLE A WATER TO DUDLEY RIDGE AND/OR KCWA

5. DWR will deliver up to 8,500 acre-feet of San Luis Obispo's 2024 Table A Water to Dudley Ridge's turnout(s) at Reach 8D of the California Aqueduct and/or KCWA's turnout(s) at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch. Delivery of San Luis Obispo's 2024 Table A Water to Dudley Ridge and/or KCWA shall be completed by December 31, 2024.
6. The division of San Luis Obispo's 2024 Table A Water transferred under this Agreement between Dudley Ridge and KCWA is the responsibility of San Luis Obispo, Dudley Ridge, and KCWA pursuant to the Westside/San Luis Obispo Agreement. DWR will deliver specific quantities of transferred water to Dudley Ridge's and/or KCWA's turnouts based on schedules submitted to DWR pursuant to Paragraphs 12 through 15 of this Agreement, and DWR shall not be liable to San Luis Obispo, Dudley Ridge, or KCWA for their determinations about the division of the transferred water between Dudley Ridge and KCWA.

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7. If Dudley Ridge and/or KCWA is unable to take full delivery of San Luis Obispo's 2024 Table A Water by December 31, 2024, under this Agreement, Dudley Ridge and/or KCWA may request to store such water in San Luis Reservoir for later delivery to its service area, subject to Article 57(e) and the limits set forth in Article 56(c)(1). Water acquired by Dudley Ridge and/or KCWA pursuant to this Agreement and stored in San Luis Reservoir after December 31, 2024 will become part of Dudley Ridge's and/or KCWA's Article 56 Carryover Water.
8. Dudley Ridge and KCWA recognize that, in the event San Luis Reservoir becomes full, Dudley Ridge's and KCWA's Article 56 Carryover Water in San Luis Reservoir, including the water acquired under this Agreement and not yet delivered to Dudley Ridge's and/or KCWA's service area, will be displaced in accordance with Article 56(c)(3) of Dudley Ridge's and KCWA's respective Water Supply Contracts.
9. Water delivered to Dudley Ridge and/or KCWA under this Agreement shall be used in Dudley Ridge's and/or KCWA's service area, which is within the SWP place of use.
10. The delivery of water to Dudley Ridge and/or KCWA under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
11. The sum of deliveries scheduled to Dudley Ridge and/or KCWA under this Agreement, plus scheduled Dudley Ridge and/or KCWA SWP water deliveries, plus deliveries to Dudley Ridge and/or KCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under Dudley Ridge and/or KCWA's respective Water Supply Contracts with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

12. All water delivery schedules and revisions shall be in accordance with Article 12 of Dudley Ridge's and KCWA's respective Water Supply Contracts with DWR.
13. KCWA may propose modifications to the proposed schedule for the delivery of San Luis Obispo's 2024 Table A Water to KCWA under this Agreement if, on the basis of a with and without analysis, KCWA determines that such deliveries would adversely impact KCWA's finances, water supply or operations, and San Luis Obispo does not agree to mitigate for such impacts. The base case (without analysis) shall be those conditions estimated to occur in the absence of

Ms. Kate Ballantyne, et al

SWP #24032

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deliveries to KCWA. The KCWA analysis is a matter involving KCWA and San Luis Obispo, not DWR. DWR is not liable to San Luis Obispo for the determinations KCWA makes under this paragraph. DWR is not asserting the validity of KCWA's analysis, nor is it to be held liable by San Luis Obispo for any actions resulting from KCWA's analysis.

14. Dudley Ridge and KCWA, in coordination with San Luis Obispo, shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #24032. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
15. Dudley Ridge and KCWA, in coordination with San Luis Obispo, shall send weekly water delivery schedules, indicating timing and point of delivery requested with reference to SWP #24032, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the following:
 - a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov
 - b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov
 - c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
 - d. San Joaquin Field Division
Water Operation Section
SJFDWaterSchedule@water.ca.gov

WATER DELIVERY RECORDS

16. DWR will maintain monthly records documenting the delivery of San Luis Obispo's 2024 Table A Water to Dudley Ridge and/or KCWA under this Agreement.

CHARGES

17. Dudley Ridge shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at Dudley Ridge's turnout(s) located at Reach 8D of the California Aqueduct. Dudley Ridge shall

Ms. Kate Ballantyne, et al

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pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs that are in effect for each acre-foot of water delivered to Dudley Ridge's turnout(s).

18. KCWA shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at KCWA's turnout(s) located at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch. KCWA shall pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs that are in effect for each acre-foot of water delivered to KCWA's turnout(s).
19. In addition to the charges identified above, Dudley Ridge and KCWA agree to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
20. Payment terms shall be in accordance with Dudley Ridge's and KCWA's respective Water Supply Contracts with DWR.
21. All payments under this Agreement not covered under Dudley Ridge's and KCWA's respective Water Supply Contracts with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. Dudley Ridge and KCWA shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

NO IMPACT

22. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. San Luis Obispo, Dudley Ridge, and KCWA shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the transfer and delivery of water under this Agreement.

LIABILITY

23. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of Dudley Ridge's and KCWA's respective Water Supply Contracts, with responsibilities under the terms of that article shifting from DWR to Dudley Ridge and/or KCWA when the water is delivered to the designated turnout(s).

Ms. Kate Ballantyne, et al

SWP #24032

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24. San Luis Obispo, Dudley Ridge, and KCWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
25. If uncontrollable forces preclude DWR from transferring or delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. Dudley Ridge and KCWA shall not be entitled to recover any administrative costs or other costs associated with transfer or delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

26. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
27. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
28. All Parties will receive an executed copy of the Agreement via DocuSign after all Parties have signed.

If the terms and conditions in the Agreement are acceptable, please sign and date using DocuSign.

Sincerely,

Molly White

Molly White
Assistant Division Manager, Water Management
Division of Operations and Maintenance
State Water Project

Ms. Kate Ballantyne, et al

SWP #24032

11/22/2024

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ACCEPTED:

SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

DUDLEY RIDGE WATER DISTRICT

John Diodati

Name

Name

Director of Public works

Title

Title

12/3/2024

Date

Date

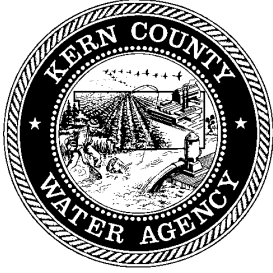
KERN COUNTY WATER AGENCY

Name

Water Resources Manager

Title

Date



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5d

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24033

Issue:

Consider adopting Resolution No. 50-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24033.

Recommended Motion:

Adopt Resolution No. 50-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24033.

Discussion:

Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District have requested the Kern County Water Agency (Agency) facilitate a transfer of up to 5,000 acre-feet of San Luis Obispo County Flood Control and Water Conservation District's (San Luis Obispo) State Water Project Article 56 Carryover water to the Agency. To facilitate the transfer, the Agency and San Luis Obispo must enter into an agreement with the California Department of Water Resources (Agreement). The Agreement is provided as Exhibit A. Agency staff have reviewed the agreement and recommend its approval.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE EXECUTION OF AN AGREEMENT *
AMONG THE DEPARTMENT OF WATER RESOURCES OF *
THE STATE OF CALIFORNIA, KERN COUNTY WATER *
AGENCY AND SAN LUIS OBISPO COUNTY FLOOD *
CONTROL AND WATER CONSERVATION DISTRICT FOR *
A TRANSFER OF SAN LUIS OBISPO COUNTY FLOOD *
CONTROL AND WATER CONSERVATION DISTRICT'S *
STATE WATER PROJECT ARTICLE 56 CARRYOVER *
WATER TO KERN COUNTY WATER AGENCY, *
SWP #24033 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 50-24

WHEREAS, San Luis Obispo County Flood Control and Water Conservation District (San Luis Obispo) has requested the California Department of Water Resources (DWR) approval for the transfer of San Luis Obispo's State Water Project (SWP) Article 56 Carryover water to the Kern County Water Agency (Agency) on behalf of Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District (the Districts); and

WHEREAS, as lead agency under the California Environmental Quality Act (CEQA), San Luis Obispo has determined the transfer is categorically exempt from CEQA and will file a Notice of Exemption with the State Clearinghouse; and

WHEREAS, an agreement is required by DWR for the delivery of San Luis Obispo's SWP Article 56 Carryover water to the Agency; and

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

1. The foregoing recitals are true and correct.
2. The Water Resources Manager is authorized, subject to approval of General Counsel as to legal form, to execute the Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and San Luis Obispo County Flood Control and Water Conservation District for a Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24033 attached hereto as Exhibit A.
3. The Water Resources Manager is further authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the delivery of San Luis Obispo's SWP Article 56 Carryover water to the Districts.

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



11/22/2024

Ms. Kate Ballantyne
Public Works Deputy Director
San Luis Obispo County Flood Control
and Water Conservation District
Public Works Department
County Government Center, Room 206
976 Osos Street
San Luis Obispo, California 93408-1002

Ms. Lauren Bauer
Water Resources Manager
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, California 93308-4944

Subject: Transfer of San Luis Obispo County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency (SWP #24033)

This Letter Agreement, SWP #24033 (Agreement), is in response to San Luis Obispo County Flood Control and Water Conservation District's (San Luis Obispo's) request, dated October 17, 2024, to the Department of Water Resources of the State of California (DWR) for approval to transfer 5,000 acre-feet of San Luis Obispo's State Water Project (SWP) Article 56 Carryover Water stored in San Luis Reservoir (San Luis Obispo's Article 56 Carryover Water) to Kern County Water Agency (KCWA) in 2024 pursuant to Article 56(c)(4) of San Luis Obispo's and KCWA's respective Water Supply Contracts. Delivery of San Luis Obispo's Article 56 Carryover Water to KCWA pursuant to this Agreement shall be completed by December 31, 2024. DWR, San Luis Obispo, and KCWA may be referred to individually as "Party" or collectively as "Parties."

On September 10, 2024, San Luis Obispo and the Westside Districts, which consist of Dudley Ridge Water District (Dudley Ridge) and the following four KCWA's member units: Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Wheeler Ridge – Maricopa Water Storage District, entered into a "2024 Westside District/San Luis Obispo County Flood Control and Water Conservation District Transfer Agreement" (San Luis Obispo/Westside Agreement). The San Luis Obispo/Westside Agreement contains provisions governing the terms and conditions for the transfer of up to 13,500 acre-feet of San Luis Obispo's 2024 SWP water supplies to

Ms. Kate Ballantyne, et al

SWP #24033

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the Westside Districts by December 31, 2024. San Luis Obispo has requested that DWR approve this arrangement as two separate transfer agreements under Article 56 of San Luis Obispo's, Dudley Ridge's, and KCWA's respective Water Supply Contracts as follows: (1) a transfer of up to 8,500 acre-feet of San Luis Obispo's 2024 Table A Water to Dudley Ridge and/or KCWA; and (2) a transfer of 5,000 acre-feet of San Luis Obispo's Article 56 Carryover Water to KCWA, on behalf of the four KCWA member units that make up the Westside Districts.

This Agreement, SWP #24033, covers the transfer and delivery of 5,000 acre-feet of San Luis Obispo's Article 56 Carryover Water to KCWA. The transfer and delivery of up to 8,500 acre-feet of San Luis Obispo's 2024 Table A Water to Dudley Ridge and/or KCWA is covered under a separate agreement, SWP #24032.

KCWA has confirmed in writing to DWR its need for the transferred Article 56 Carryover Water in 2024 and KCWA will take delivery of this water in 2024, in compliance with Article 56(c)(4)(iv) of KCWA's Water Supply Contract. In addition, San Luis Obispo and KCWA confirm that the transfer under this Agreement satisfies the criteria in Article 57(d) and Article 57(g) of San Luis Obispo's and KCWA's respective Water Supply Contracts. San Luis Obispo and KCWA have provided supporting documentation to DWR demonstrating compliance with Article 57(g), which DWR has considered in approving the transfer request.

In compliance with the California Environmental Quality Act (CEQA), San Luis Obispo, as the lead agency, has determined that the transfer of water pursuant to the San Luis Obispo/Westside Agreement, including the transfer of San Luis Obispo's 2024 Article 56 Carryover Water to the Westside Districts, is categorically exempt from CEQA and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as a responsible agency, will file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) with SCH upon execution of this Agreement and SWP #24032.

San Luis Obispo and KCWA agree that execution of this Agreement will result in transferring, upon the Effective Date of this Agreement, 5,000 acre-feet of San Luis Obispo's Article 56 Carryover Water stored in San Luis Reservoir to KCWA for delivery by December 31, 2024 to KCWA's service area, under the following terms and conditions:

TERM

1. This Agreement shall become effective as of January 15, 2024 (Effective Date), and shall terminate on December 31, 2024, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to any of the Parties

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

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within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement to transfer and deliver San Luis Obispo's Article 56 Carryover Water to KCWA is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The transfer and delivery of water under this Agreement shall be contingent upon, and subject to any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. San Luis Obispo and KCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permit, or orders. San Luis Obispo and KCWA shall furnish to DWR copies of all approvals and agreements required for the transfer and delivery of water under this Agreement.

TRANSFER OF SAN LUIS OBISPO'S ARTICLE 56 CARRYOVER WATER TO KCWA

4. Upon the Effective Date of this Agreement, DWR will transfer 5,000 acre-feet of Article 56 Carryover Water from San Luis Obispo's storage balance in San Luis Reservoir to KCWA's storage balance for delivery to KCWA in 2024. The transfer will occur by means of a recalculation of San Luis Obispo's and KCWA's respective Article 56 Carryover Water storage balances in San Luis Reservoir. DWR's recalculation will show a 5,000 acre-feet increase in KCWA's total Article 56 Carryover Water storage balance and a 5,000 acre-feet decrease of San Luis Obispo's total Article 56 Carryover Water storage balance.

DELIVERY OF SAN LUIS OBISPO'S ARTICLE 56 CARRYOVER WATER TO KCWA

5. DWR will deliver 5,000 acre-feet of Article 56 Carryover Water acquired by KCWA from San Luis Obispo under this Agreement from San Luis Reservoir to KCWA's turnout(s) located at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch by December 31, 2024, and KCWA shall take delivery of this Article 56 Carryover Water for use in KCWA's service area.
6. KCWA recognizes that, in the event San Luis Reservoir becomes full, KCWA's Article 56 Carryover Water in San Luis Reservoir, including the water acquired under this Agreement and not yet delivered to KCWA's service area, will be displaced in accordance with Article 56(c)(3) of KCWA's Water Supply Contract.

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

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7. San Luis Obispo and KCWA agree that any water not delivered to KCWA's service area under this Agreement by December 31, 2024 will be forfeited and will convert to SWP Project Water owned by DWR on January 1, 2025, unless an exception is approved by DWR.
8. The delivery of water to KCWA under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
9. The sum of deliveries scheduled to KCWA under this Agreement, plus scheduled KCWA SWP water deliveries, plus deliveries to KCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under KCWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of KCWA's Water Supply Contract with DWR.
11. KCWA may propose modifications to the proposed schedule for the delivery of San Luis Obispo's Article 56 Carryover Water to KCWA under this Agreement if, on the basis of a with and without analysis, KCWA determines that such deliveries would adversely impact KCWA's finances, water supply or operations, and San Luis Obispo does not agree to mitigate for such impacts. The base case (without analysis) shall be those conditions estimated to occur in the absence of deliveries to KCWA. The KCWA analysis is a matter involving KCWA and San Luis Obispo, not DWR. DWR is not liable to San Luis Obispo for the determinations KCWA makes under this paragraph. DWR is not asserting the validity of KCWA's analysis, nor is it to be held liable by San Luis Obispo for any actions resulting from KCWA's analysis.
12. KCWA shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #24033. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
13. KCWA shall send weekly water delivery schedules, indicating timing and point of delivery requested with reference to SWP #24033, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the following:

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

Page 5

- a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov
- b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov
- c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
- d. San Joaquin Field Division
Water Operation Section
SJFDWaterSchedule@water.ca.gov

WATER DELIVERY RECORDS

14. DWR will maintain monthly records documenting the delivery of San Luis Obispo's Article 56 Carryover Water to KCWA under this Agreement.

CHARGES

15. KCWA shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at KCWA's turnout(s) located at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch. KCWA shall pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs that are in effect for each acre-foot of water delivered to KCWA's turnout(s).
16. In addition to the charges identified above, KCWA agrees to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
17. Payment terms shall be in accordance with KCWA's Water Supply Contract with DWR.
18. All payments under this Agreement not covered under KCWA's Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. KCWA shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

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NO IMPACT

19. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. San Luis Obispo and KCWA shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the transfer and delivery of water under this Agreement.

LIABILITY

20. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of KCWA's Water Supply Contract, with responsibilities under the terms of that article shifting from DWR to KCWA when the water is delivered to the designated turnout(s).
21. San Luis Obispo and KCWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
22. If uncontrollable forces preclude DWR from transferring or delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. KCWA shall not be entitled to recover any administrative costs or other costs associated with transfer or delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

23. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
24. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

Page 7

25. All Parties will receive an executed copy of the Agreement via DocuSign after all Parties have signed.

If the terms and conditions in the Agreement are acceptable, please sign and date using DocuSign.

Sincerely,

Molly White

Molly White
Assistant Division Manager, Water Management
Division of Operations and Maintenance
State Water Project

Ms. Kate Ballantyne, et al

SWP #24033

11/22/2024

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ACCEPTED:

SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

KERN COUNTY WATER AGENCY

John Diodati

Name

Name

Director of Public Works

Title

Water Resources Manager

Title

12/3/2024

Date

Date



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5e

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clarita Valley Water Agency for a Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24034

Issue:

Consider adopting Resolution No. 51-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clarita Valley Water Agency for a Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24034.

Recommended Motion:

Adopt Resolution No. 51-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clarita Valley Water Agency for a Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24034.

Discussion:

Semitropic Water Storage District has requested that the Kern County Water Agency (Agency) facilitate a transfer of up to 7,500 acre-feet of Santa Clarita Valley Water Agency's (Santa Clarita) State Water Project Article 56 Carryover water to the Agency. To facilitate the transfer, the Agency and Santa Clarita must enter into an agreement with the California Department of Water Resources (Agreement). The Agreement is provided as Exhibit A. Agency staff have reviewed the agreement and recommend its approval.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE EXECUTION OF AN AGREEMENT *
AMONG THE DEPARTMENT OF WATER RESOURCES OF *
THE STATE OF CALIFORNIA, KERN COUNTY WATER *
AGENCY AND SANTA CLARITA VALLEY WATER *
AGENCY FOR A TRANSFER OF SANTA CLARITA *
VALLEY WATER AGENCY'S STATE WATER PROJECT *
ARTICLE 56 CARRYOVER WATER TO KERN COUNTY *
WATER AGENCY, SWP #24034 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 51-24

WHEREAS, Santa Clarita Valley Water Agency (Santa Clarita) has requested the California Department of Water Resources (DWR) approval for the transfer of Santa Clarita's State Water Project (SWP) Article 56 Carryover water to Kern County Water Agency (Agency) on behalf of Semitropic Water Storage District (Semitropic); and

WHEREAS, as lead agency under the California Environmental Quality Act (CEQA), Santa Clarita has determined the transfer of water is categorically exempt from CEQA and filed a Notice of Exemption with the State Clearinghouse (SCH#2024110199); and

WHEREAS, an agreement is required by DWR for the delivery of Santa Clarita's SWP Article 56 Carryover water to the Agency; and

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

1. The foregoing recitals are true and correct.
2. The Water Resources Manager is authorized, subject to approval of General Counsel as to legal form, to execute the Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Santa Clarita Valley Water Agency for a Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24034 attached hereto as Exhibit A.
3. The Water Resources Manager is further authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the delivery of Santa Clarita's SWP Article 56 Carryover water to Semitropic.

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



11/25/2024

Mr. Matthew G. Stone
General Manager
Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, California 91350-2173

Ms. Lauren Bauer
Water Resources Manager
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, California 93308-4944

Subject: Transfer of Santa Clarita Valley Water Agency's State Water Project Article 56 Carryover Water to Kern County Water Agency (SWP #24034)

This Letter Agreement, SWP #24034 (Agreement), is in response to Santa Clarita Valley Water Agency's (Santa Clarita's) request, dated November 8, 2024, to the Department of Water Resources of the State of California (DWR) for approval to transfer 7,500 acre-feet of Santa Clarita's State Water Project (SWP) Article 56 Carryover Water stored in San Luis Reservoir (Santa Clarita's Article 56 Carryover Water) to Kern County Water Agency (KCWA), on behalf of its member unit, Semitropic Water Storage District (Semitropic), in 2024 pursuant to Article 56(c)(4) of Santa Clarita's and KCWA's respective Water Supply Contracts. Delivery of Santa Clarita's Article 56 Carryover Water to KCWA pursuant to this Agreement shall be completed by December 31, 2024. DWR, Santa Clarita, and KCWA may be referred to individually as "Party" or collectively as "Parties."

On November 4, 2024, Santa Clarita and Semitropic, entered into an "Agreement for a Water Exchange Between Semitropic Water Storage District and Santa Clarita Valley Water Agency" (Santa Clarita/Semitropic Agreement). The Santa Clarita/Semitropic Agreement contains provisions governing the terms and conditions for a transfer of up to 7,500 acre-feet of Santa Clarita's Article 56 Carryover Water to Semitropic by December 31, 2024. In exchange, Semitropic, through KCWA, will return a portion of its approved SWP water to Santa Clarita, based on a 2 to 1 exchange ratio, by December 31, 2034. That is, for every 2 acre-feet of Santa Clarita's water transferred to Semitropic, 1 acre-foot will be returned by Semitropic to Santa Clarita.

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Because the source and the amount of water to be returned from Semitropic to Santa Clarita under the Santa Clarita/Semitropic Agreement are currently undetermined, this Agreement (SWP #24034) only covers DWR's approval for the transfer of 7,500 acre-feet of Santa Clarita's Article 56 Carryover Water to KCWA through December 31, 2024. Santa Clarita and KCWA will need to obtain DWR's approval under a separate agreement(s) for the transfer of KCWA's SWP water to Santa Clarita under the Santa Clarita/Semitropic Agreement.

KCWA has confirmed in writing to DWR its need for the transferred Article 56 Carryover Water in 2024 and KCWA will take delivery of this water in 2024, in compliance with Article 56(c)(4)(iv) of KCWA's Water Supply Contract. In addition, Santa Clarita and KCWA confirm that the transfer under this Agreement satisfies the criteria in Article 57(d) and Article 57(g) of Santa Clarita's and KCWA's respective Water Supply Contracts. Santa Clarita and KCWA have provided supporting documentation to DWR demonstrating compliance with Article 57(g), which DWR has considered in approving the transfer request.

In compliance with the California Environmental Quality Act (CEQA), Santa Clarita, as the lead agency, has determined that the exchange of water pursuant to the Santa Clarita/Semitropic Agreement, including the transfer of Santa Clarita's 2024 Article 56 Carryover Water to KCWA, is categorically exempt from CEQA and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as a responsible agency, will file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) with SCH upon execution of this Agreement.

Santa Clarita and KCWA agree that execution of this Agreement will result in transferring, upon the Effective Date of this Agreement, 7,500 acre-feet of Santa Clarita's Article 56 Carryover Water stored in San Luis Reservoir to KCWA for delivery by December 31, 2024 to KCWA's service area, under the following terms and conditions:

TERM

1. This Agreement shall become effective as of January 15, 2024 (Effective Date), and shall terminate on December 31, 2024, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to any of the Parties within the applicable statute of limitations is finally resolved, whichever occurs later.

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UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement to transfer and deliver Santa Clarita's Article 56 Carryover Water to KCWA is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The transfer and delivery of water under this Agreement shall be contingent upon, and subject to any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. Santa Clarita and KCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permit, or orders. Santa Clarita and KCWA shall furnish to DWR copies of all approvals and agreements required for the transfer and delivery of water under this Agreement.

TRANSFER OF SANTA CLARITA'S ARTICLE 56 CARRYOVER WATER TO KCWA

4. Upon the Effective Date of this Agreement, DWR will transfer 7,500 acre-feet of Article 56 Carryover Water from Santa Clarita's storage balance in San Luis Reservoir to KCWA's storage balance for delivery to KCWA in 2024. The transfer will occur by means of a recalculation of Santa Clarita's and KCWA's respective Article 56 Carryover Water storage balances in San Luis Reservoir. DWR's recalculation will show a 7,500 acre-feet increase in KCWA's total Article 56 Carryover Water storage balance and a 7,500 acre-feet decrease of Santa Clarita's total Article 56 Carryover Water storage balance.

DELIVERY OF SANTA CLARITA'S ARTICLE 56 CARRYOVER WATER TO KCWA

5. DWR will deliver 7,500 acre-feet of Article 56 Carryover Water acquired by KCWA from Santa Clarita under this Agreement from San Luis Reservoir to KCWA's turnout(s) located at Reaches 10A through 13B of the California Aqueduct by December 31, 2024, and KCWA shall take delivery of this Article 56 Carryover Water for use in KCWA's service area.
6. KCWA recognizes that, in the event San Luis Reservoir becomes full, KCWA's Article 56 Carryover Water in San Luis Reservoir, including the water acquired under this Agreement and not yet delivered to KCWA's service area, will be displaced in accordance with Article 56(c)(3) of KCWA's Water Supply Contract.
7. Santa Clarita and KCWA agree that any water not delivered to KCWA's service area under this Agreement by December 31, 2024 will be forfeited and will convert to SWP Project Water owned by DWR on January 1, 2025, unless an exception is approved by DWR.

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8. The delivery of water to KCWA under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
9. The sum of deliveries scheduled to KCWA under this Agreement, plus scheduled KCWA SWP water deliveries, plus deliveries to KCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under KCWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of KCWA's Water Supply Contract with DWR.
11. KCWA may propose modifications to the proposed schedule for the delivery of Santa Clarita's Article 56 Carryover Water to KCWA under this Agreement if, on the basis of a with and without analysis, KCWA determines that such deliveries would adversely impact KCWA's finances, water supply or operations, and Santa Clarita does not agree to mitigate for such impacts. The base case (without analysis) shall be those conditions estimated to occur in the absence of deliveries to KCWA. The KCWA analysis is a matter involving KCWA and Santa Clarita, not DWR. DWR is not liable to Santa Clarita for the determinations KCWA makes under this paragraph. DWR is not asserting the validity of KCWA's analysis, nor is it to be held liable by Santa Clarita for any actions resulting from KCWA's analysis.
12. KCWA shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #24034. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
13. KCWA shall send weekly water delivery schedules, indicating timing and point of delivery requested with reference to SWP #24034, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the following:
 - a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov

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- b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov
- c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
- d. San Joaquin Field Division
Water Operation Section
SJFDWaterSchedule@water.ca.gov

WATER DELIVERY RECORDS

- 14. DWR will maintain monthly records documenting the delivery of Santa Clarita's Article 56 Carryover Water to KCWA under this Agreement.

CHARGES

- 15. KCWA shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at KCWA's turnout(s) located at Reaches 10A through 13B of the California Aqueduct. KCWA shall pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs that are in effect for each acre-foot of water delivered to KCWA's turnout(s).
- 16. In addition to the charges identified above, KCWA agrees to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
- 17. Payment terms shall be in accordance with KCWA's Water Supply Contract with DWR.
- 18. All payments under this Agreement not covered under KCWA's Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. KCWA shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

NO IMPACT

- 19. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. Santa Clarita and KCWA shall be responsible, jointly and severally, as

Mr. Matthew G. Stone, et al
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determined by DWR, for any adverse impacts that may result from the transfer and delivery of water under this Agreement.

LIABILITY

20. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of KCWA's Water Supply Contract, with responsibilities under the terms of that article shifting from DWR to KCWA when the water is delivered to the designated turnout(s).
21. Santa Clarita and KCWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
22. If uncontrollable forces preclude DWR from transferring or delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. KCWA shall not be entitled to recover any administrative costs or other costs associated with transfer or delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

23. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
24. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
25. All Parties will receive an executed copy of the Agreement via DocuSign after all Parties have signed.

If the terms and conditions in the Agreement are acceptable, please sign and date using DocuSign.

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Sincerely,

Molly White

Molly White
Assistant Division Manager, Water Management
Division of Operations and Maintenance
State Water Project

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ACCEPTED:

SANTA CLARITA VALLEY WATER
AGENCY

Matthew G. Stone

Name

General Manager

Title

11/25/2024

Date

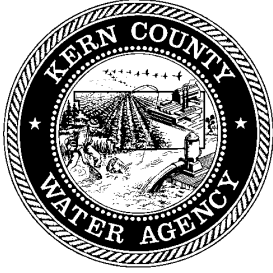
KERN COUNTY WATER AGENCY

Name

Water Resources Manager

Title

Date



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5f

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Authorization to Execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Napa County Flood Control and Water Conservation District for a Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24036

Issue:

Consider adopting Resolution No. 52-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Napa County Flood Control and Water Conservation District for a Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24036.

Recommended Motion:

Adopt Resolution No. 52-24 authorizing the Water Resources Manager to execute an Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Napa County Flood Control and Water Conservation District for a Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24036.

Discussion:

Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District have requested that the Kern County Water Agency (Agency) facilitate a transfer of up to 5,000 acre-feet of Napa County Flood Control and Water Conservation District's (Napa) State Water Project Article 56 Carryover water to the Agency. To facilitate the transfer, the Agency and Napa must enter into an agreement with the California Department of Water Resources (Agreement). The Agreement is provided as Exhibit A. Agency staff have reviewed the agreement and recommend its approval.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE EXECUTION OF AN AGREEMENT *
AMONG THE DEPARTMENT OF WATER RESOURCES OF *
THE STATE OF CALIFORNIA, KERN COUNTY WATER *
AGENCY AND NAPA COUNTY FLOOD CONTROL AND *
WATER CONSERVATION DISTRICT FOR A TRANSFER *
OF NAPA COUNTY FLOOD CONTROL AND WATER *
CONSERVATION DISTRICT'S STATE WATER PROJECT *
ARTICLE 56 CARRYOVER WATER TO KERN COUNTY *
WATER AGENCY, SWP #24036 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of December, 2024 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 52-24

WHEREAS, Napa County Flood Control and Water Conservation District (Napa) has requested the California Department of Water Resources (DWR) approval for the transfer of Napa's State Water Project (SWP) Article 56 Carryover water to Kern County Water Agency (Agency) on behalf of Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District (the Districts); and

WHEREAS, as lead agency under the California Environmental Quality Act (CEQA), Napa has determined the transfer of water is categorically exempt from CEQA and will file a Notice of Exemption with the State Clearinghouse; and

WHEREAS, an agreement is required by DWR for the delivery of Napa's SWP Article 56 Carryover water to the Agency; and

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

1. The foregoing recitals are true and correct.
2. The Water Resources Manager is authorized, subject to approval of General Counsel as to legal form, to execute the Agreement Among the Department of Water Resources of the State of California, Kern County Water Agency and Napa County Flood Control and Water Conservation District for a Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency, SWP #24036 attached hereto as Exhibit A.
3. The Water Resources Manager is further authorized, subject to approval of General Counsel as to legal form, to execute any necessary related agreements to effectuate the delivery of Napa's SWP Article 56 Carryover water to the Districts.

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



12/10/2024

Mr. Chris Silke
Engineering Manager – Water Resources
Napa County Flood Control and Water Conservation District
804 First Street
Napa, California 94559-2623

Ms. Lauren Bauer
Water Resources Manager
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, California 93308-4944

Subject: Transfer of Napa County Flood Control and Water Conservation District's State Water Project Article 56 Carryover Water to Kern County Water Agency (SWP #24036)

This Letter Agreement, SWP #24036 (Agreement), is in response to Napa County Flood Control and Water Conservation District's (Napa's) request, dated December 2, 2024, to the Department of Water Resources of the State of California (DWR) for approval to transfer 5,000 acre-feet of Napa's State Water Project (SWP) Article 56 Carryover Water stored in San Luis Reservoir (Napa's Article 56 Carryover Water) to Kern County Water Agency (KCWA) in 2024 pursuant to Article 56(c)(4) of Napa's and KCWA's respective Water Supply Contracts. Delivery of Napa's Article 56 Carryover Water to KCWA pursuant to this Agreement shall be completed by December 31, 2024. DWR, Napa, and KCWA may be referred to individually as "Party" or collectively as "Parties."

On December 3, 2024, Napa and the four KCWA member units that make up the Westside Districts (Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Wheeler Ridge – Maricopa Water Storage District) entered into a "Term Sheet for Water Purchase Between Napa and Westside Districts" (Napa/Westside Agreement). The Napa/Westside Agreement contains provisions governing the terms and conditions for the transfer of up to 5,000 acre-feet of Napa's Article 56 Carryover Water to KCWA, on behalf of the four KCWA member units that make up the Westside Districts, by December 31, 2024.

This Agreement, SWP #24036 covers the transfer and delivery of 5,000 acre-feet of Napa's Article 56 Carryover Water to KCWA.

DWR's accounting reflects that Napa has stored its Project water in San Luis Reservoir

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pursuant to Article 56 of its Water Supply Contract in years in which it did not receive the increase in allocated Table A due to the North of the Delta Allocation (NOD Allocation) under Article 45(l) of Napa's Water Supply Contract. Napa now wishes to transfer a portion of that Article 56 Carryover Water pursuant to Article 56(c)(4) of the Water Supply Contract and consistent with the terms of this Agreement. Because this transfer does not involve any water from the increase in Napa's allocated Table A due to the NOD Allocation, this transfer is consistent with the requirements in Article 45(l)(1)(e) of Napa's Water Supply Contract.

KCWA has confirmed in writing to DWR its need for the transferred Article 56 Carryover Water in 2024 and KCWA will take delivery of this water in 2024, in compliance with Article 56(c)(4)(iv) of KCWA's Water Supply Contract. In addition, Napa and KCWA confirm that the transfer under this Agreement satisfies the criteria in Article 57(d) and Article 57(g) of Napa's and KCWA's respective Water Supply Contracts. Napa and KCWA have provided supporting documentation to DWR demonstrating compliance with Article 57(g), which DWR has considered in approving the transfer request.

In compliance with the California Environmental Quality Act (CEQA), Napa, as the lead agency, has determined that the transfer of Napa's Article 56 Carryover Water to KCWA pursuant to the Napa/Westside Agreement is categorically exempt from CEQA and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as a responsible agency, will file a NOE based on CEQA Guidelines Section 15301 (Existing Facilities) with SCH upon execution of this Agreement.

Napa and KCWA agree that execution of this Agreement will result in transferring, upon the Effective Date of this Agreement, 5,000 acre-feet of Napa's Article 56 Carryover Water stored in San Luis Reservoir to KCWA for delivery by December 31, 2024 to KCWA's service area, under the following terms and conditions:

TERM

1. This Agreement shall become effective as of January 15, 2024 (Effective Date), and shall terminate on December 31, 2024, or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to any of the Parties within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval under this Agreement to transfer and deliver Napa's Article 56 Carryover Water to KCWA is unique and shall not be considered a precedent for future agreements or DWR activities.

Mr. Chris Silke, et al

SWP #24036

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APPROVALS

3. The transfer and delivery of water under this Agreement shall be contingent upon, and subject to any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. Napa and KCWA shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permit, or orders. Napa and KCWA shall furnish to DWR copies of all approvals and agreements required for the transfer and delivery of water under this Agreement.

TRANSFER OF NAPA'S ARTICLE 56 CARRYOVER WATER TO KCWA

4. Upon the Effective Date of this Agreement, DWR will transfer 5,000 acre-feet of Article 56 Carryover Water from Napa's storage balance in San Luis Reservoir to KCWA's storage balance for delivery to KCWA in 2024. The transfer will occur by means of a recalculation of Napa's and KCWA's respective Article 56 Carryover Water storage balances in San Luis Reservoir. DWR's recalculation will show 5,000 acre-feet increase in KCWA's total Article 56 Carryover Water storage balance and 5,000 acre-feet decrease of Napa's total Article 56 Carryover Water storage balance.

DELIVERY OF NAPA'S ARTICLE 56 CARRYOVER WATER TO KCWA

5. DWR will deliver 5,000 acre-feet of Article 56 Carryover Water acquired by KCWA from Napa under this Agreement from San Luis Reservoir to KCWA's turnout(s) located at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch by December 31, 2024, and KCWA shall take delivery of this Article 56 Carryover Water for use in KCWA's service area.
6. KCWA recognizes that, in the event San Luis Reservoir becomes full, KCWA's Article 56 Carryover Water in San Luis Reservoir, including the water acquired under this Agreement and not yet delivered to KCWA's service area, will be displaced in accordance with Article 56(c)(3) of KCWA's Water Supply Contract.
7. Napa and KCWA agree that any water not delivered to KCWA's service area under this Agreement by December 31, 2024 will be forfeited and will convert to SWP Project Water owned by DWR on January 1, 2025, unless an exception is approved by DWR.
8. The delivery of water to KCWA under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times

Mr. Chris Silke, et al

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when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.

9. The sum of deliveries scheduled to KCWA under this Agreement, plus scheduled KCWA SWP water deliveries, plus deliveries to KCWA under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under KCWA's Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

10. All water delivery schedules and revisions shall be in accordance with Article 12 of KCWA's Water Supply Contract with DWR.
11. KCWA may propose modifications to the proposed schedule for the delivery of Napa's Article 56 Carryover Water to KCWA under this Agreement if, on the basis of a with and without analysis, KCWA determines that such deliveries would adversely impact KCWA's finances, water supply or operations, and Napa does not agree to mitigate for such impacts. The base case (without analysis) shall be those conditions estimated to occur in the absence of deliveries to KCWA. The KCWA analysis is a matter involving KCWA and Napa, not DWR. DWR is not liable to Napa for the determinations KCWA makes under this paragraph. DWR is not asserting the validity of KCWA's analysis, nor is it to be held liable by Napa for any actions resulting from KCWA's analysis.
12. KCWA shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Division of Operation and Maintenance, Office of the Division Manager, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #24036. Monthly schedules shall be sent by electronic mail to SWP-SWDS@water.ca.gov.
13. KCWA shall send weekly water delivery schedules, indicating timing and point of delivery requested with reference to SWP #24036, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday to the following:
 - a. Office of the Division Manager
Water Operation Scheduling Section
Water_deliv_sched@water.ca.gov
 - b. Office of the Division Manager
Power Management and Optimization Section
POCOptimization@water.ca.gov

Mr. Chris Silke, et al

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- c. Office of the Division Manager
Day-Ahead Scheduling Unit
Presched@water.ca.gov
- d. San Joaquin Field Division
Water Operation Section
SJFDWaterSchedule@water.ca.gov

WATER DELIVERY RECORDS

- 14. DWR will maintain monthly records documenting the delivery of Napa's Article 56 Carryover Water to KCWA under this Agreement.

CHARGES

- 15. KCWA shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at KCWA's turnout(s) located at Reaches 9 through 16A of the California Aqueduct and Reach 31A of the California Aqueduct's Coastal Branch. KCWA shall pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs that are in effect for each acre-foot of water delivered to KCWA's turnout(s).
- 16. In addition to the charges identified above, KCWA agrees to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
- 17. Payment terms shall be in accordance with KCWA's Water Supply Contract with DWR.
- 18. All payments under this Agreement not covered under KCWA's Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. KCWA shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

NO IMPACT

- 19. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. Napa and KCWA shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the transfer and delivery of water under this Agreement.

Mr. Chris Silke, et al

SWP #24036

12/10/2024

Page 6

LIABILITY

20. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of KCWA's Water Supply Contract, with responsibilities under the terms of that article shifting from DWR to KCWA when the water is delivered to the designated turnout(s).
21. Napa and KCWA agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
22. If uncontrollable forces preclude DWR from transferring or delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. KCWA shall not be entitled to recover any administrative costs or other costs associated with transfer or delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

EXECUTION

23. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.
24. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
25. All Parties will receive an executed copy of the Agreement via DocuSign after all Parties have signed.

If the terms and conditions in the Agreement are acceptable, please sign and date using DocuSign.

Mr. Chris Silke, et al

SWP #24036

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Page 7

Sincerely,

Molly White

Molly White
Assistant Division Manager, Water Management
Division of Operations and Maintenance
State Water Project

Mr. Chris Silke, et al

SWP #24036

12/10/2024

Page 8

ACCEPTED:

NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT

KERN COUNTY WATER AGENCY

Name

Name

Title

Title

Date

Date



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 6

FROM: Veronica Arreola

DATE: December 18, 2024

SUBJECT: Authorization to Retain an Economics Consultant

Issue:

Consider authorizing the Water Resources Manager to retain an economics consultant.

Recommended Motion:

Authorize the Water Resources Manager to execute an agreement with Highland Economics for economic analysis services for an amount not to exceed \$200,000, subject to approval of General Counsel as to legal form, as outlined in the December 18, 2024 staff memorandum to the Water Resources Committee, Agenda Item No. 6.

Discussion:

The Kern County Water Agency (Agency) currently contracts with Highland Economics to perform economic analyses for annual Zones of Benefit assessments and to analyze the potential and actual impacts to the Kern County economy from local and statewide water supply management and regulation, as needed. The Agency's contract with Highland Economics expires on December 31, 2024. Therefore, Agency staff proposes to enter into a new 5-year agreement with Highland Economics for an amount not to exceed \$200,000. Under the agreement, Agency staff will provide Highland Economics with written assignments and/or task orders.

The draft agreement with Highland Economics is provided as Attachment 1. Agency staff has reviewed the agreement and recommends its approval.

AGREEMENT
WITH
KERN COUNTY WATER AGENCY
FOR
PROFESSIONAL ECONOMIC ANALYSIS SERVICES

This Agreement is made this _____ day of _____, 2024, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as “Agency,” and Highland Economics, hereinafter referred to as “Consultant.”

WITNESSETH:

WHEREAS, the Agency desires to better understand the potential long-term impacts on the economy of Kern County from local and statewide water supply management and regulation; and

WHEREAS, the Agency does not have appropriate expertise on staff to fully develop such economic analyses; and

WHEREAS, Consultant is knowledgeable and experienced in all aspects of Kern County’s economy, especially the agricultural economy;

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

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

I. Scope of Service

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

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

II. Subcontract Services

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

III. Responsibility of Consultant

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

IV. Assignments to Consultant

In the performance of the services requested under this Agreement, Consultant shall report to and receive written assignments or task orders from the Water Resources Manager or such other person or officer whom the Agency or the Water Resources Manager may designate. Consultant shall not perform any services without a written assignment from the Agency.

V. Term of Agreement

- A. This Agreement shall become effective on the date first written above and shall terminate December 31, 2029.
- B. The Agency may terminate this Agreement, or may suspend Consultant's performance thereof, at any time or times, by ten (10) days prior written notice to Consultant.
- C. Consultant may terminate this Agreement at any time by ten (10) days prior written notice to the Agency.
- D. In the event of termination, all finished or unfinished data, studies, drawings, specifications, maps and reports prepared by Consultant, shall become the Agency's property and Consultant shall deliver such items to the Agency.
- E. In the event of termination, the Agency shall pay Consultant for all authorized services performed and all authorized expenses incurred to date of termination of the Agreement.

VI. Compensation

For the services to be performed hereunder, Consultant shall be compensated for Consultant's services at the rates set forth in each assignment. Compensation under this Agreement shall not exceed \$200,000 in total without the express written approval of the Water Resources Manager as authorized by the Agency Board of Directors.

VII. Payment of Compensation

Charges shall be billed monthly to the Agency prior to the 15th of each month following the billing period and payment by the Agency shall be made within 45 days after receipt of each undisputed monthly invoice. Detailed invoices shall include billing for labor charges and direct costs incurred by Consultant during each month of services rendered to the Agency in conformance with this Agreement plus charges for subcontracted services. The invoice shall also include a report on work accomplished, charges to date, remaining authorization, and identification of the management official authorizing the work. Invoices shall be submitted in duplicate to the Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308-4944, Attention Veronica Arreola, Water Resources Planner, and shall reference the account code include in the assignment.

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

VIII. Schedule

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

IX. Documents

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

X. Insurance and Indemnification

Consultant agrees with the Agency that:

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

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

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

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

responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

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

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

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

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

XI. Attorney's Fees

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

XII. Successors and Assigns

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

XIII. Notice

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

Agency: Kern County Water Agency
3200 Rio Mirada Dr.
Bakersfield, CA 93308-4944
ATTN: Veronica Arreola, Water Resources Planner

Consultant: Highland Economics
2344 NE 59th Ave.
Portland, OR 97213
ATTN: Barbara Wyse

and shall be effective upon receipt thereof.

XV. Integration

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

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

APPROVED AS TO FORM:

KERN COUNTY WATER AGENCY

Agency General Counsel

Water Resources Manager

CONSULTANT

Barbara Wyse
Principal
Highland Economics



MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 7

FROM: Michelle Anderson / Lauren Bauer

DATE: December 18, 2024

SUBJECT: Report on the Kern Non-Districted Lands Authority Meetings

Issue:

Report on the November 25, 2024 and December 13, 2024 meetings of the Kern Non-Districted Lands Authority Board of Directors.

Recommended Motion:

None – information only.

Discussion:

The Kern Non-Districted Lands Authority Board of Directors meeting agendas for November 25, 2024 and December 13, 2024 are provided as Attachments 1 and 2.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Regular Meeting of the Board of Directors
November 25, 2024, 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/81772344478?pwd=PcXVF8F8lakOR2MQ3r6CRQetwmaHbt.1>
Telephone Dial-in: (669) 900-6833
Meeting ID: 817 7234 4478
Password: 533602

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. Roll Call - Quorum Determination

In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. Flag Salute

3. Public Input

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment.

4. Approval of Minutes

- a. *October 28, 2024 (Valerie)

5. Financial Report

- a. *Financial Report & Accounts Payable (Skye)
- b. *Budget Committee Ad hoc (Skye)

6. Administration

- a. *Consideration of Appointment of Executive Officer (Barry)
- b. Special Board Meeting Friday, December 13, 2024, at 2 pm (Rachelle)

- 7. White Area Representatives**
 - a. *Extend Date of Nomination and Update on Representative Appointment Process (Barry)
- 8. DWR Grant Administration**
 - a. Report on DWR Grant Administration (Jason)
 - b. *Approve Grant Amendment (Barry)
- 9. County of Kern Participation**
 - a. Kern County Participation Ad hoc Committee Report (Rodney)
- 10. Kern Subbasin Groundwater Sustainability Plan**
 - a. Update of Representative Monitor Well Access Agreements (Dan and Jeevan)
 - b. *Consideration of Setting of Member Reserves for Well Mitigation Program (Vanessa/Skye)
- 11. Legal**
 - a. Statewide Update (Valerie)
- 12. New Business**
- 13. Correspondence**
- 14. Closed Session**
 - a. Potential Litigation – Government Code Section 54956.9(d)(2)
- 15. Adjournment**

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Special Meeting of the Board of Directors
December 13, 2024, 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/82476931170?pwd=qZp0ZpaaTCt5vTcBcPEyl8gblZmaVq.1>
Telephone Dial-in: (669) 900-6833
Meeting ID: 824 7693 1170
Password: 544289

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. Roll Call - Quorum Determination

In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. Flag Salute

3. Public Input

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment.

4. Approval of Minutes

- a. *October 28, 2024 (Valerie)

5. Financial Report

- a. *Financial Report & Accounts Payable (Skye)
- b. *Consider Adoption of the 2025 Budget (Skye)

6. Administration

- a. *Consideration of Appointment of Executive Officer (Barry)

7. White Area Representatives

- a. *Extend Date of Nomination and Update on Representative Appointment Process (Barry)

8. DWR Grant Administration

- a. Report on DWR Grant Administration (Jason)
- b. *Ratify Approval of Grant Amendment (Barry)

9. County of Kern Participation

- a. Kern County Participation Ad hoc Committee Report (Rodney)

10. Kern Subbasin Groundwater Sustainability Plan

- a. Update of Representative Monitor Well Access Agreements (Dan and Jeevan)
- b. *Consideration of Setting of Member Reserves for Well Mitigation Program (Vanessa/Skye)
- c. *Public Hearing to consider the adoption of the 2024 Groundwater Sustainability Plan (GSP) and supporting appendix of projects and management actions for the Kern County Subbasin of the Tulare Lake Groundwater Basin. (Stephanie)
- d. *Consideration of Adoption of 2024 GSP. (Barry)
- e. *Consider approving the Second Amended Kern County Subbasin Coordination Agreement among subbasin Groundwater Sustainability Agencies. (Valerie)
- f. *Consideration of a contract with Self-Help Enterprises to administer the Kern County Subbasin Domestic Well Mitigation Program (Trent)
- g. Response to SWP Review of the Kern County Subbasin GSA 2024 GSP (Barry)

11. Legal

- a. Statewide Update (Valerie)

12. New Business

13. Correspondence

14. Closed Session

- a. Potential Litigation – Government Code Section 54956.9(d)(2)

15. 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.

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MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 2

FROM: Micah Clark / Michelle Anderson

DATE: December 18, 2024

SUBJECT: Report on 2024 Water Operations

Issue:

Summary of water operations for 2024.

Recommended Motion:

None – information only.

Discussion:

2024 Recharge Activities

Recharge operations for the Pioneer Project (Pioneer) began on January 1, 2024, and continued intermittently until June 16, 2024, at which time the Pioneer Participants ceased operations. Deliveries resumed on October 10, 2024, and continued intermittently until November 26, 2024. Pioneer operations are not expected to resume this year. Recharge operations for the 2800 Acres Property began on January 2, 2024, and continued intermittently until March 9, 2024, at which time the Pioneer Participants ceased operations. 2800 Acres operations are not expected to resume this year. Recharge operations for the Berrenda Mesa Property began on January 1, 2024, and continued until January 17, 2024, at which time the Berrenda Mesa Participants ceased operations. Berrenda Mesa operations are expected to resume before the end of the year. Recharge operations for the Kern Water Bank (KWB) began on January 1, 2024, and continued until January 31, 2024, at which time the KWB Participants ceased operations. Deliveries resumed on October 26, 2024 and have continued intermittently. KWB operations are expected to continue for the remainder of the year.

As of November 30, 2024, approximately 61,500 acre-feet have been delivered in 2024 to the Kern Fan banking projects. A summary of deliveries by water type is provided as Attachment 1, and a summary of deliveries by project is provided as Attachment 2.

2024 Recovery Activities

Recovery operations from Pioneer began on March 26, 2024, and continued until April 10, 2024, at which time the Cross Valley Canal and Kern River Canal shut down for maintenance. Pioneer operations are not expected to resume this year. KWB recovery operations began on May 7, 2024, and continued until July 26, 2024. KWB operations are not expected to resume this year. Joint-Use-Recovery-Project (JURP) operations began on July 8, 2024 and continued until August 6, 2024. JURP operations are not expected to resume this year.

As of November 30, 2024, approximately 25,700 acre-feet have been recovered from the Kern Fan Banking Projects.

A summary of recovery operations by project is provided as Attachment 3 and a summary of recovery operations by participant is provided as Attachment 4.

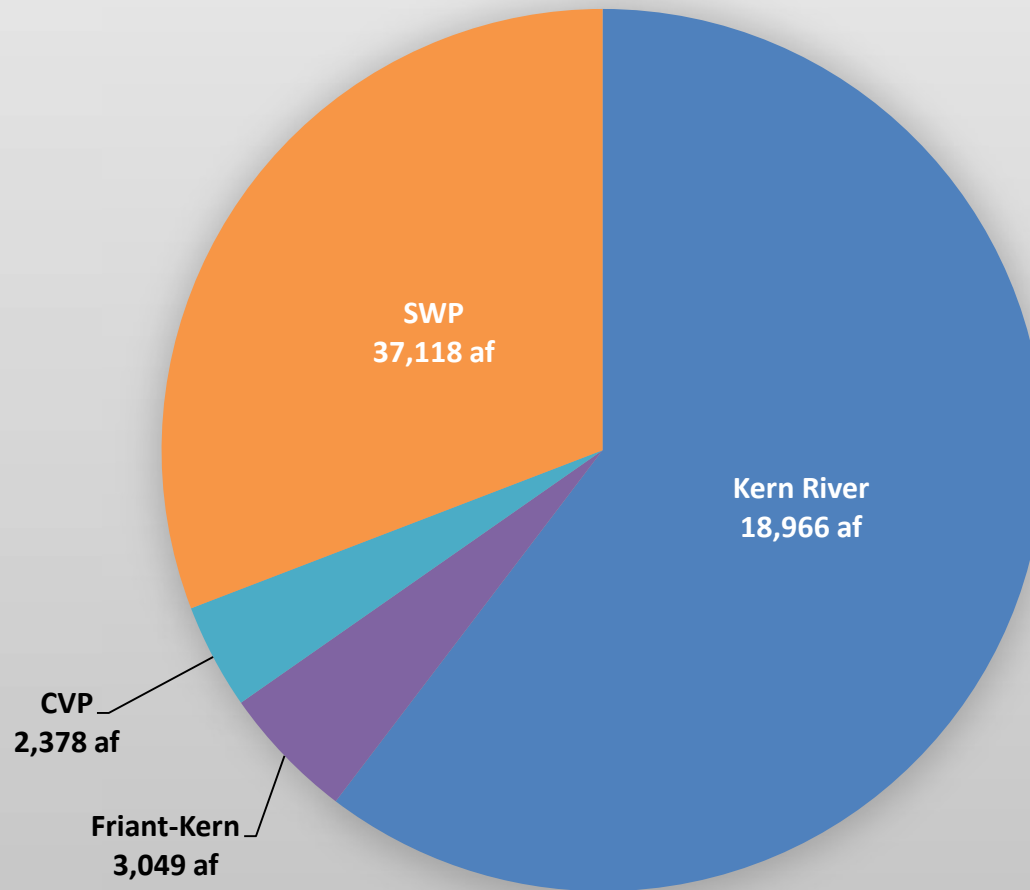
Groundwater Levels – Kern Fan

A map identifying the location of groundwater measurements is provided as Attachment 5, and a depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 6.

Other Activities

- Performed leak testing on newly repaired KCWA 10 discharge pipeline;
- Replaced all of the wood boards in the stake bed trailer;
- Continued county-wide semi-annual DWR groundwater measurements;
- Isolated hazardous energy on KCWA 24 and JURP 4 wells after they were vandalized;
- Replaced locking mechanisms on JURP 4 electrical panel doors;
- Completed the Kern Fan groundwater sampling run; and
- Performed extensive sounder repairs.

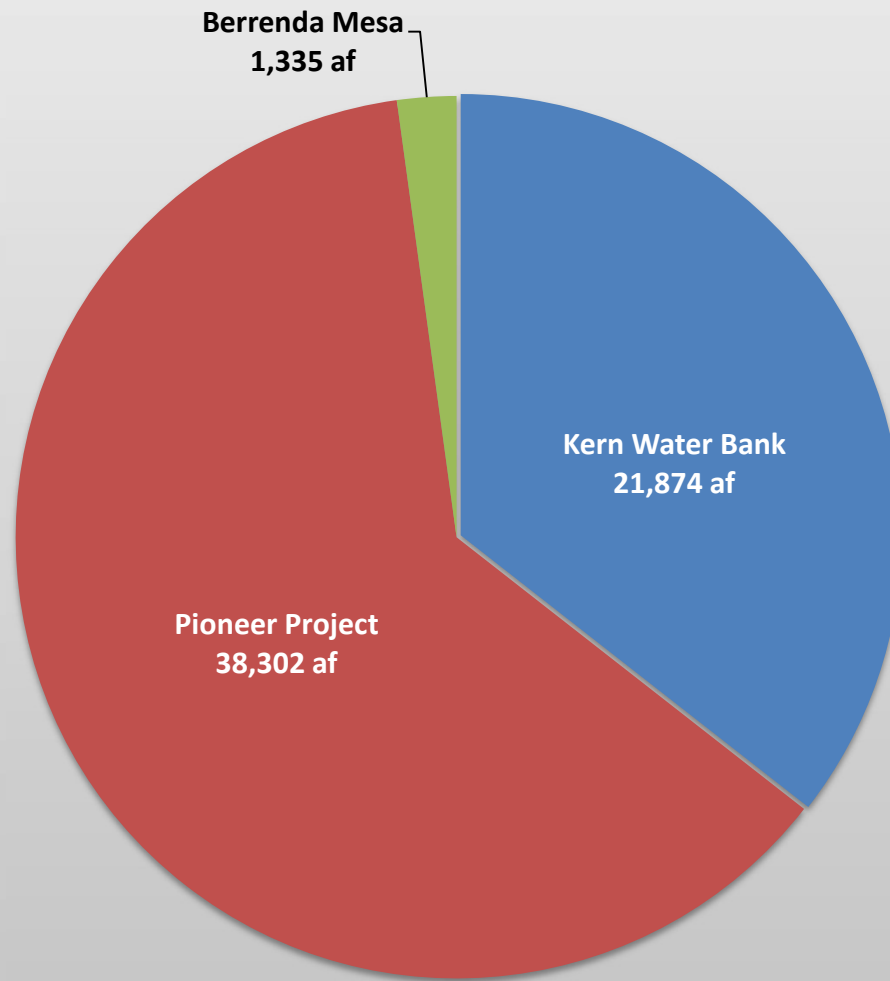
**2024 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through November 30, 2024
Total Deliveries 61,511 af**



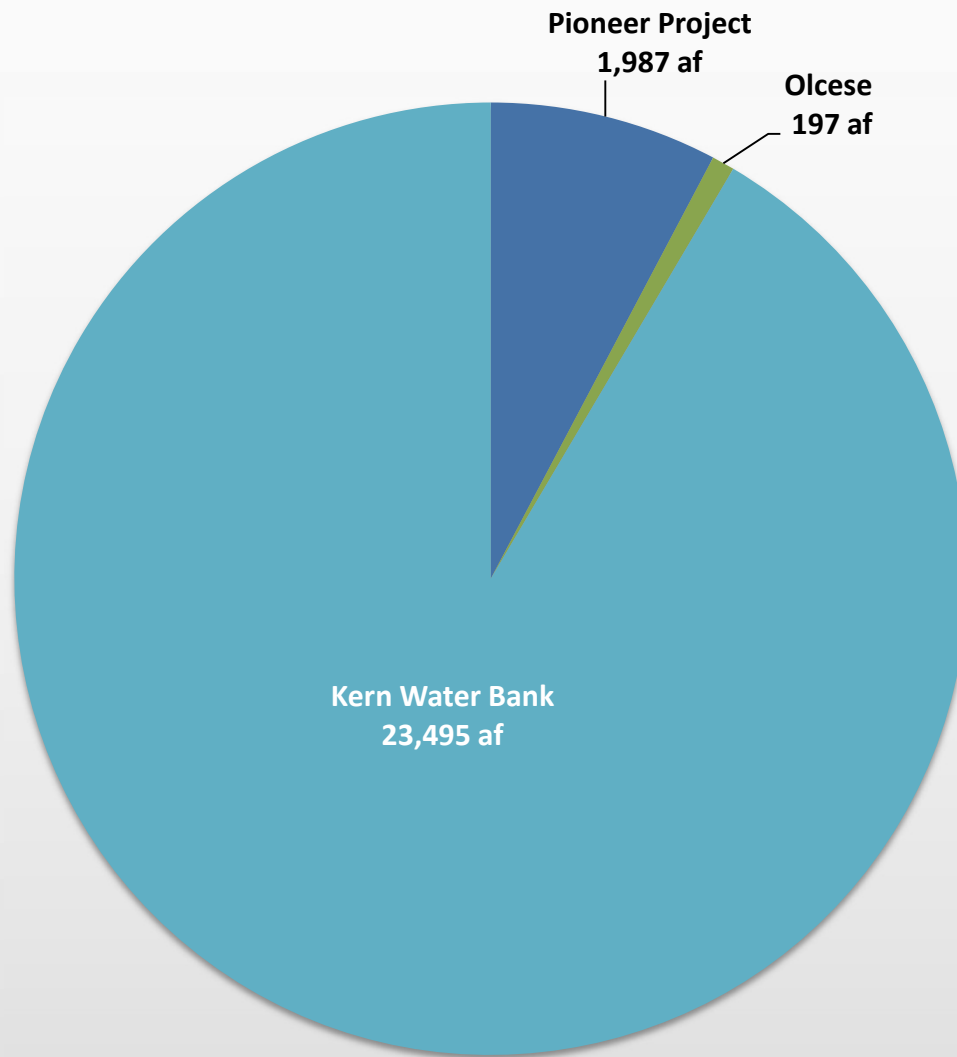
2024 Estimated Kern Fan Banking Project Deliveries (by Project)

Deliveries through November 30, 2024

Total Deliveries 61,511 af

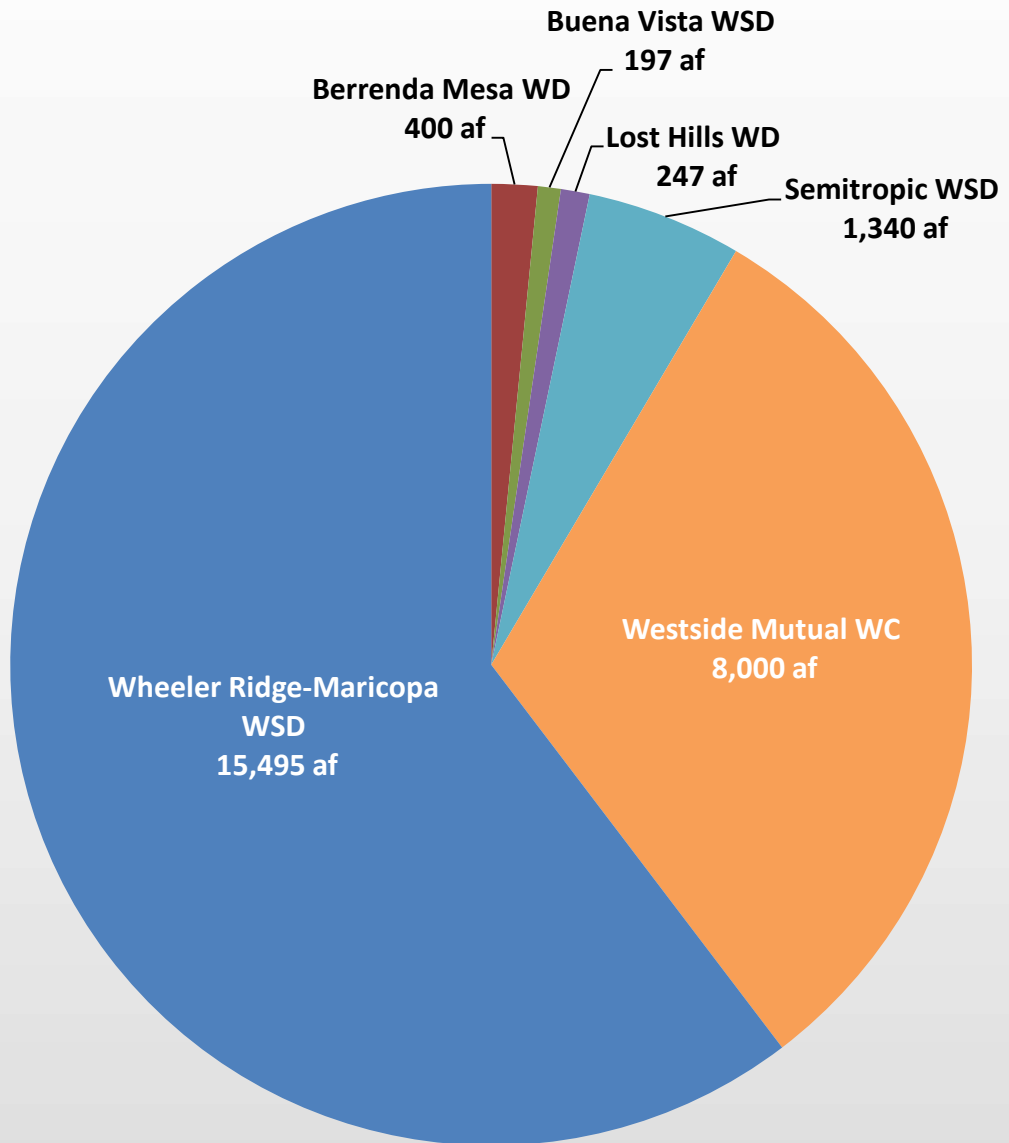


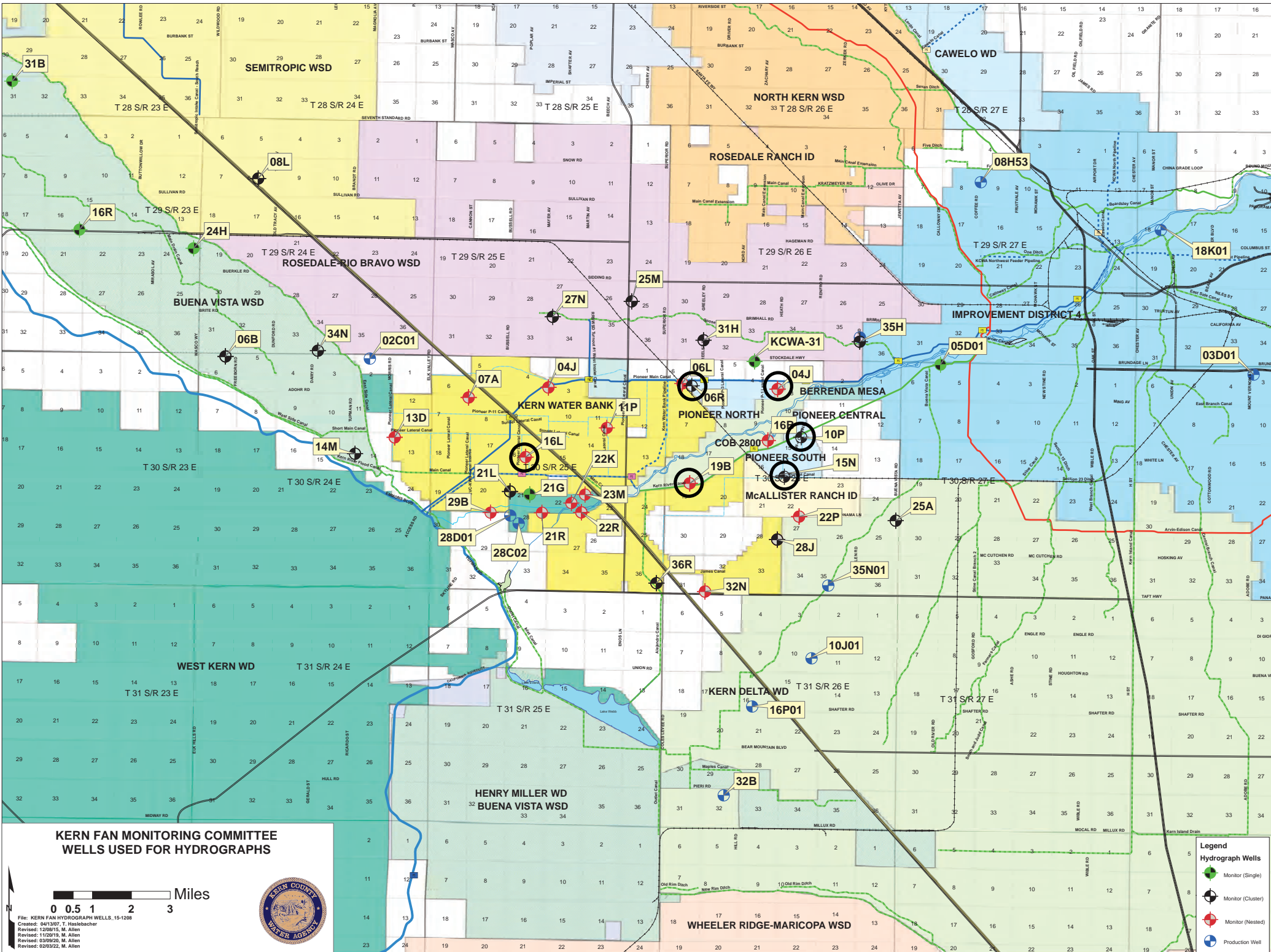
Kern Fan Banking Projects 2024 Estimated Gross Recovery by Project Through November 30, 2024



Total Gross Recovery 25,679 af

Kern Fan Banking Projects 2024 Estimated Recovery by Participant Through November 30, 2024





**KERN FAN MONITORING COMMITTEE
WELLS USED FOR HYDROGRAPHS**

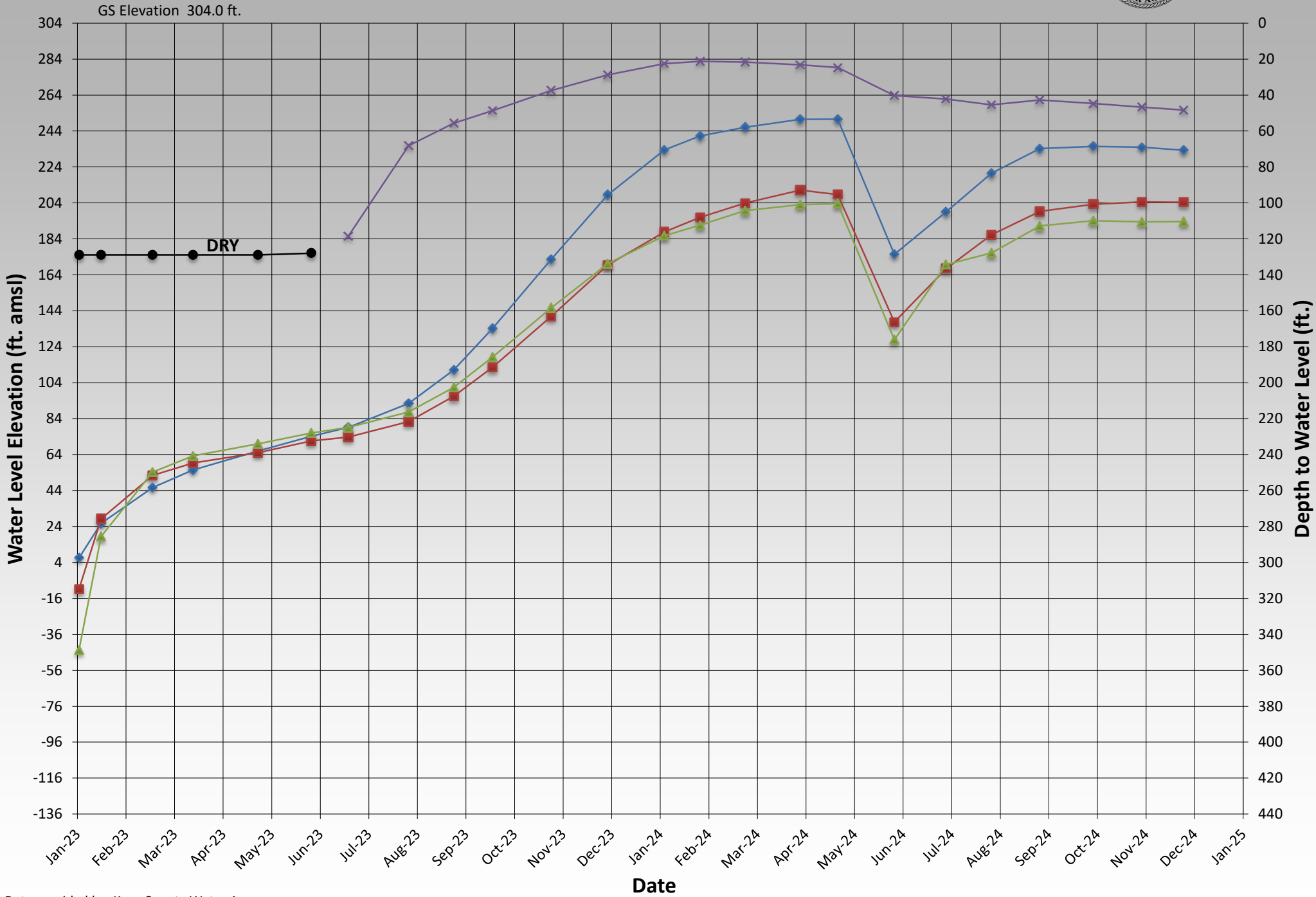


File: KERN FAN HYDROGRAPH WELLS_15-1208
 Created: 04/13/07, T. Haslebacher
 Revised: 12/08/15, M. Allen
 Revised: 03/09/20, M. Allen
 Revised: 02/03/22, M. Allen

Legend
Hydrograph Wells

- Monitor (Single)
- Monitor (Cluster)
- Monitor (Nested)
- Production Well

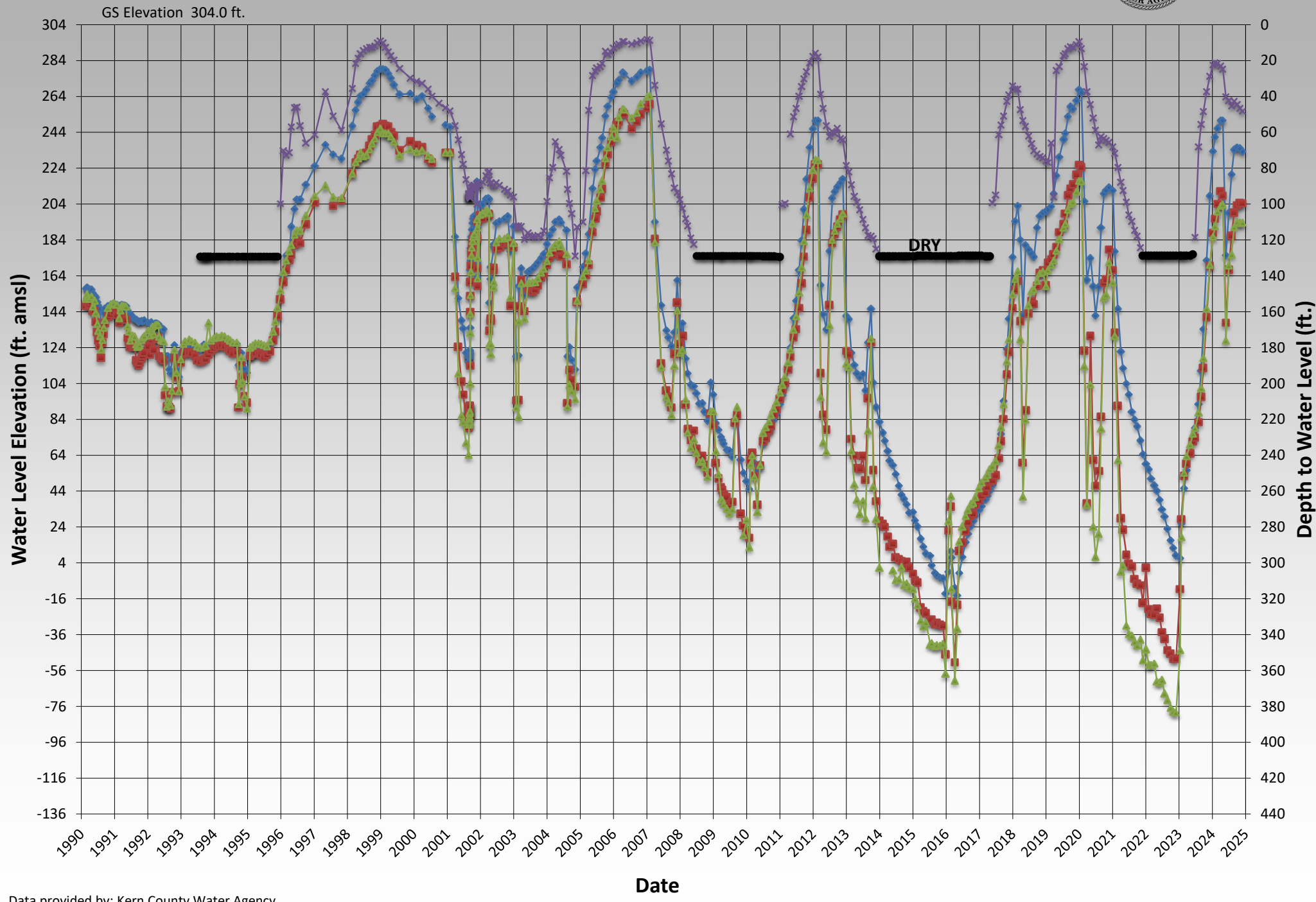
30S/25E-16L



Data provided by: Kern County Water Agency

- ◆ 16L01 PERF INT 285'-345'
- 16L02 PERF INT 515'-555'
- ▲ 16L03 PERF INT 645'-690'
- ✕ 16L04 PERF INT 100'-130'
- DRY 16L04

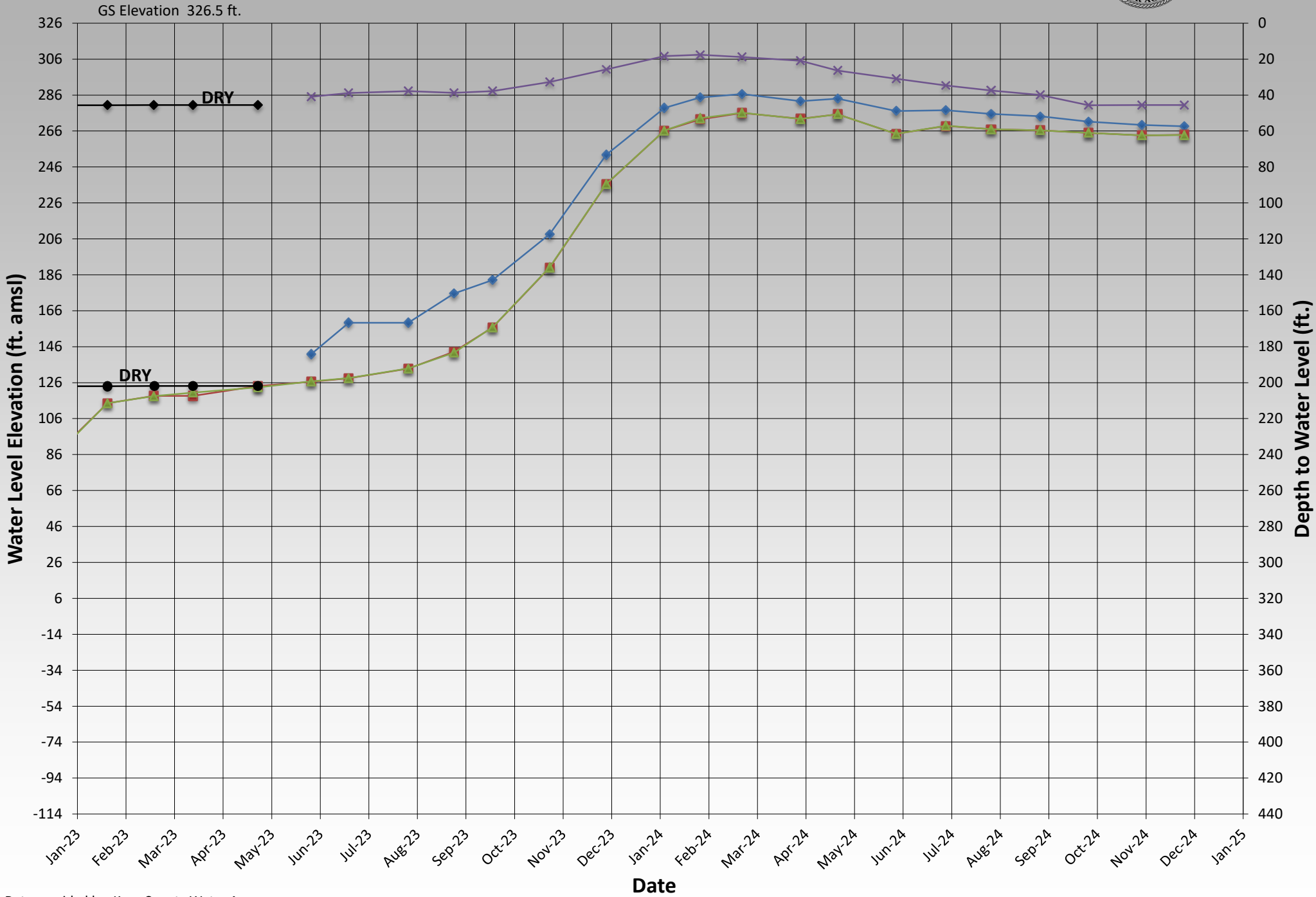
30S/25E-16L



Data provided by: Kern County Water Agency

- 16L01 PERF INT 285'-345'
- 16L02 PERF INT 515'-555'
- 16L03 PERF INT 645'-690'
- 16L04 PERF INT 100'-130'
- DRY 16L04

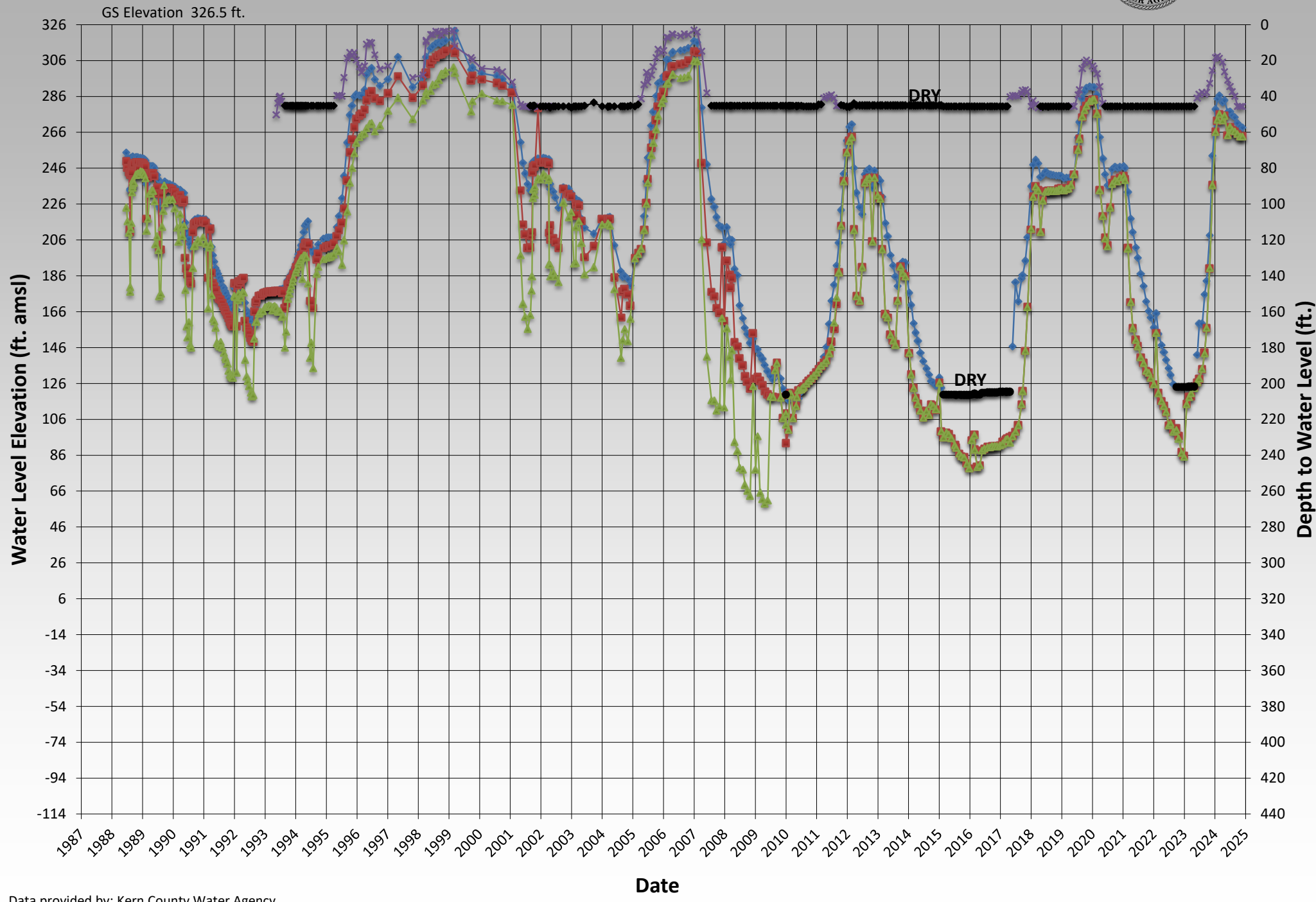
30S/26E-19B



Data provided by: Kern County Water Agency

◆ 19B01 PERF INT 120'-220'
 ■ 19B02 PERF INT 300'-390'
 ▲ 19B03 PERF INT 500'-590'
 × 19B04 PERF INT 35'-45'
 ● DRY 19B01
 ◆ DRY 19B04

30S/26E-19B



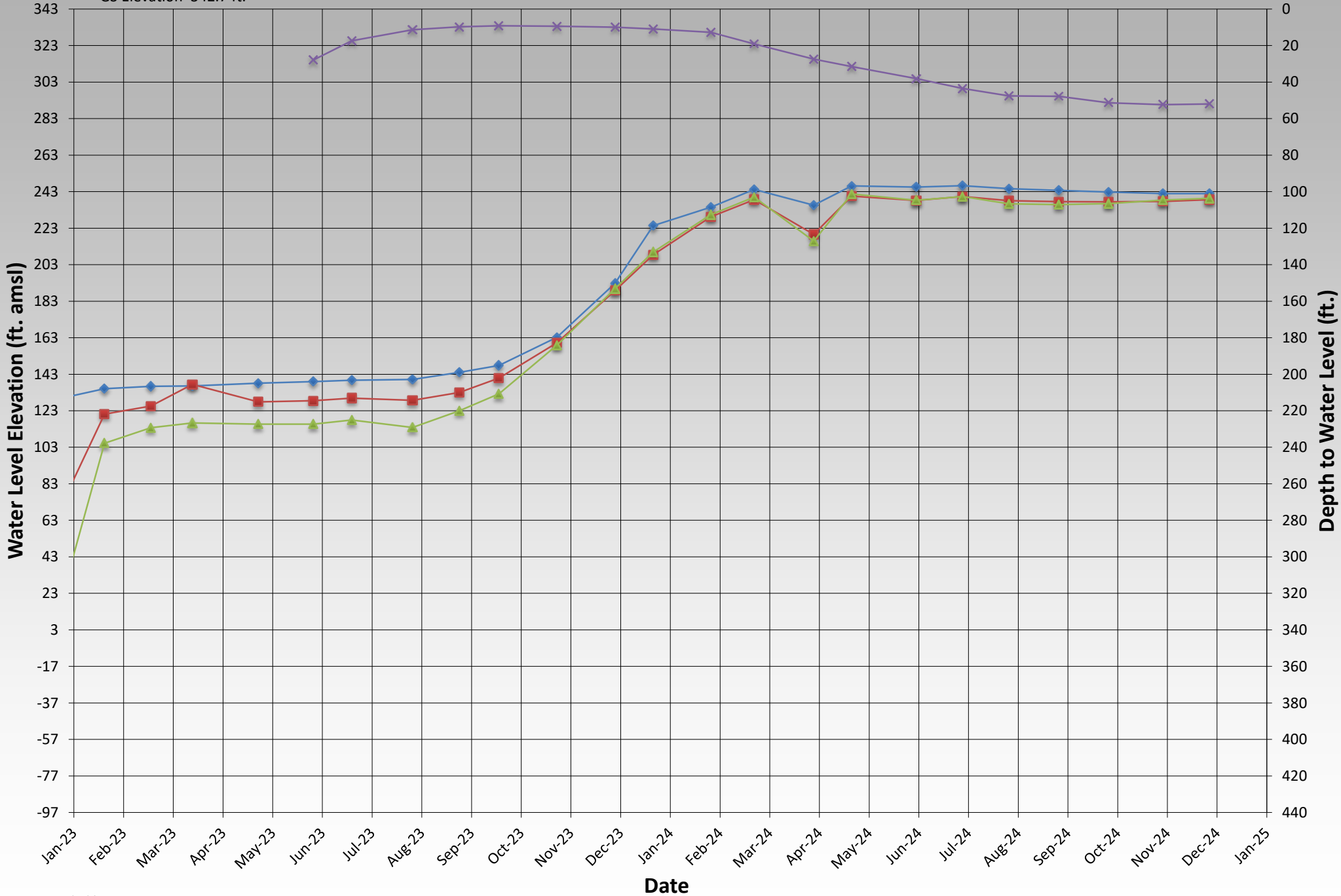
Data provided by: Kern County Water Agency

◆ 19B01 PERF INT 120'-220' ■ 19B02 PERF INT 300'-390' ▲ 19B03 PERF INT 500'-590' ✖ 19B04 PERF INT 35'-45' ● DRY 19B01 ◆ DRY 19B04



30S/26E-15N South Pioneer Monitoring Well

GS Elevation 342.7 ft.



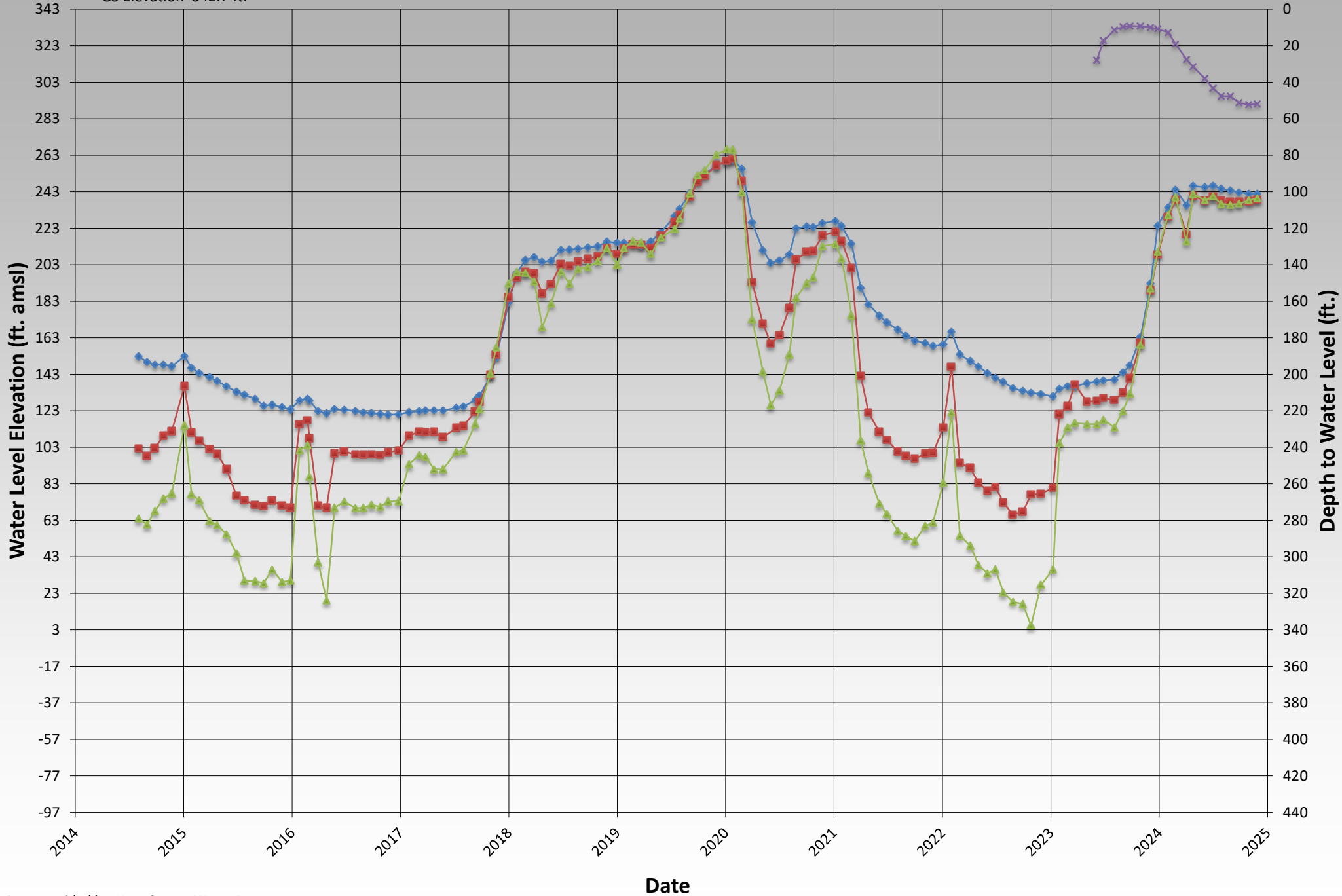
Data provided by: Kern County Water Agency

◆ 15N01 PERF INT 240'-280'
 ■ 15N02 PERF INT 450'-490'
 ▲ 15N03 PERF INT 510'-550'
 × 15N04 PERF INT 10' - 50'

30S/26E-15N South Pioneer Monitoring Well



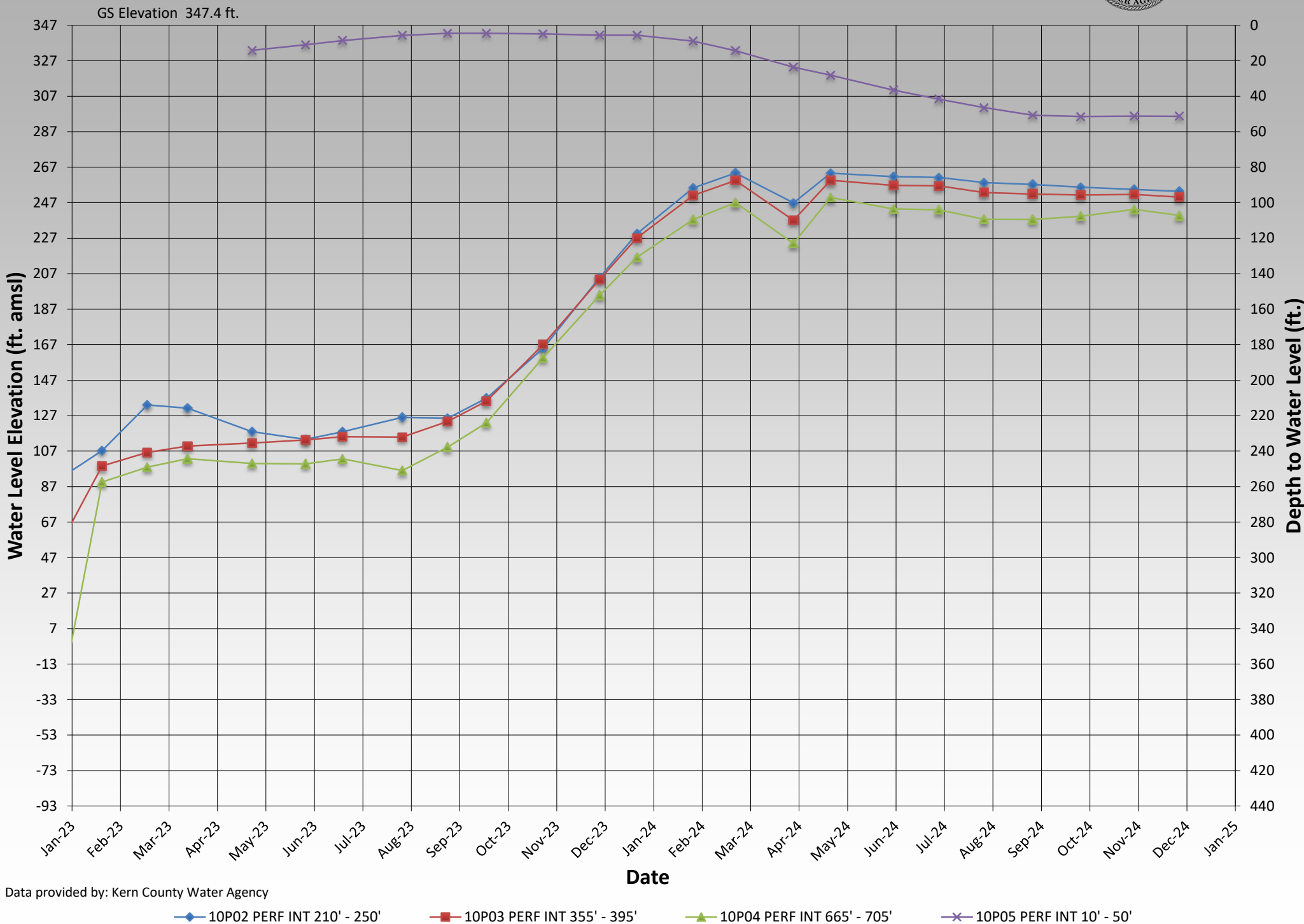
GS Elevation 342.7 ft.



Data provided by: Kern County Water Agency

◆ 15N01 PERF INT 240'-280'
 ■ 15N02 PERF INT 450'-490'
 ▲ 15N03 PERF INT 510'-550'
 ✕ 15N04 PERF INT 10' - 50'

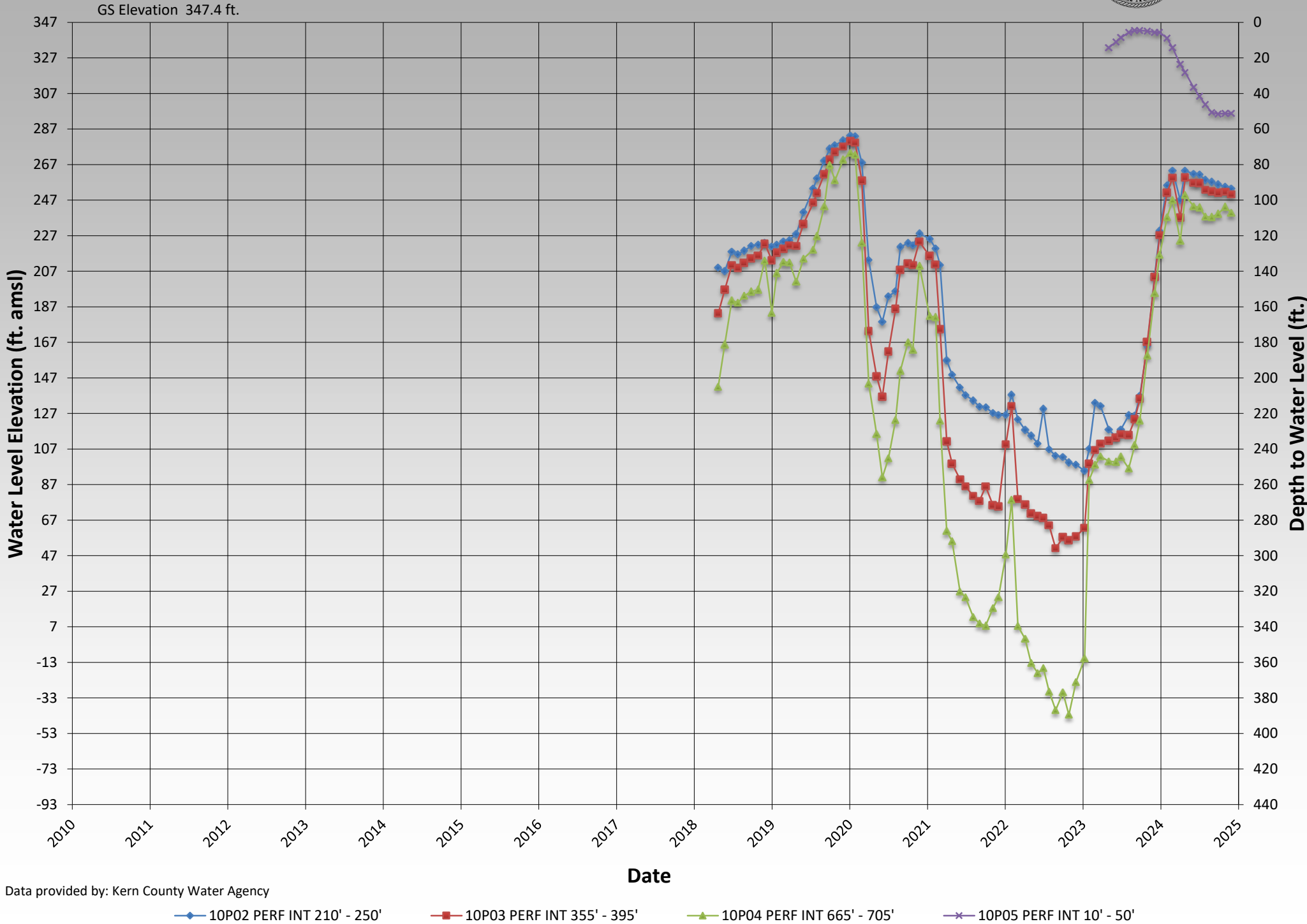
30S/26E-10P



Data provided by: Kern County Water Agency

- ◆ 10P02 PERF INT 210' - 250'
- 10P03 PERF INT 355' - 395'
- ▲ 10P04 PERF INT 665' - 705'
- ✕ 10P05 PERF INT 10' - 50'

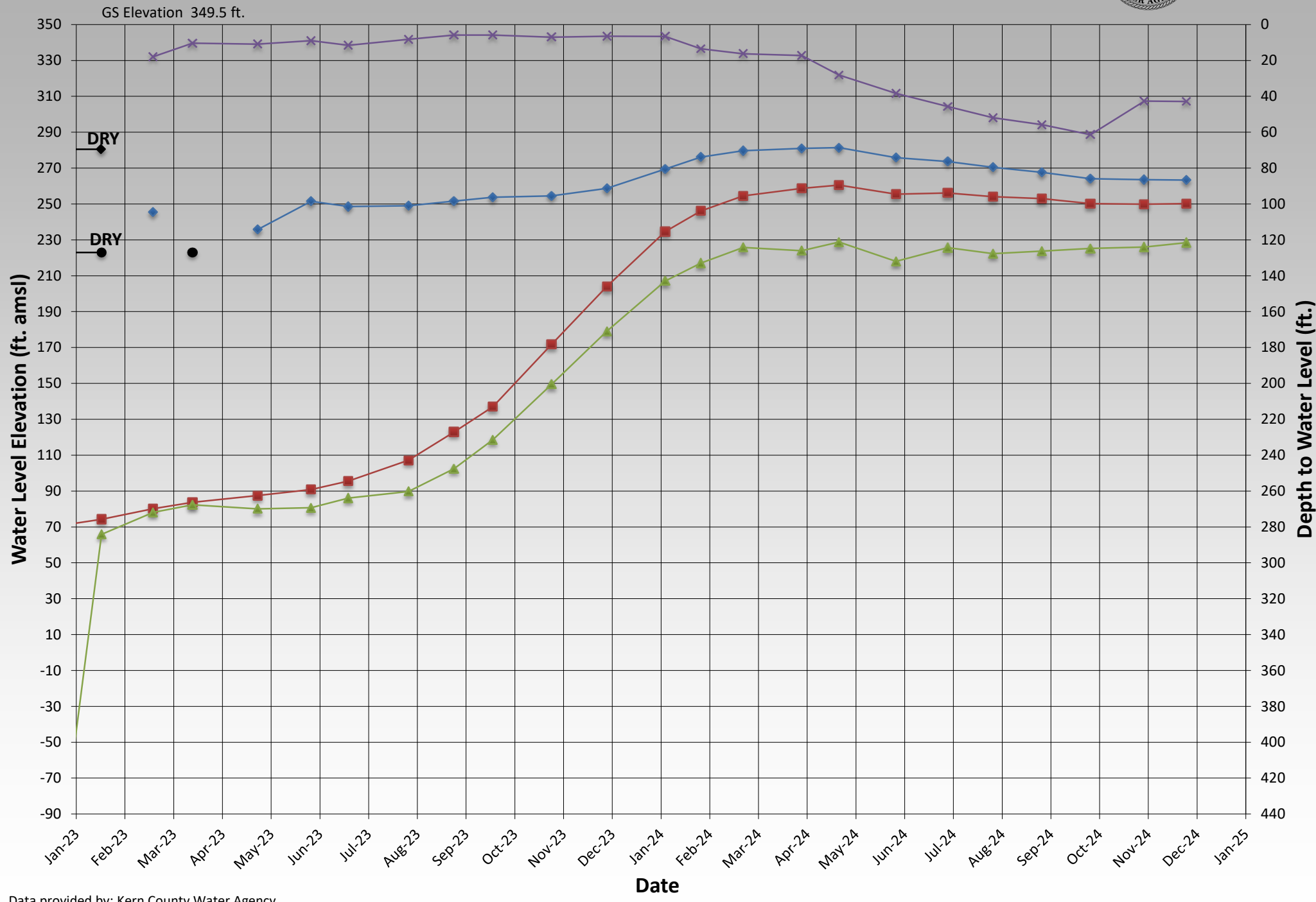
30S/26E-10P



Data provided by: Kern County Water Agency

- 10P02 PERF INT 210' - 250'
- 10P03 PERF INT 355' - 395'
- 10P04 PERF INT 665' - 705'
- 10P05 PERF INT 10' - 50'

30S/26E-04J



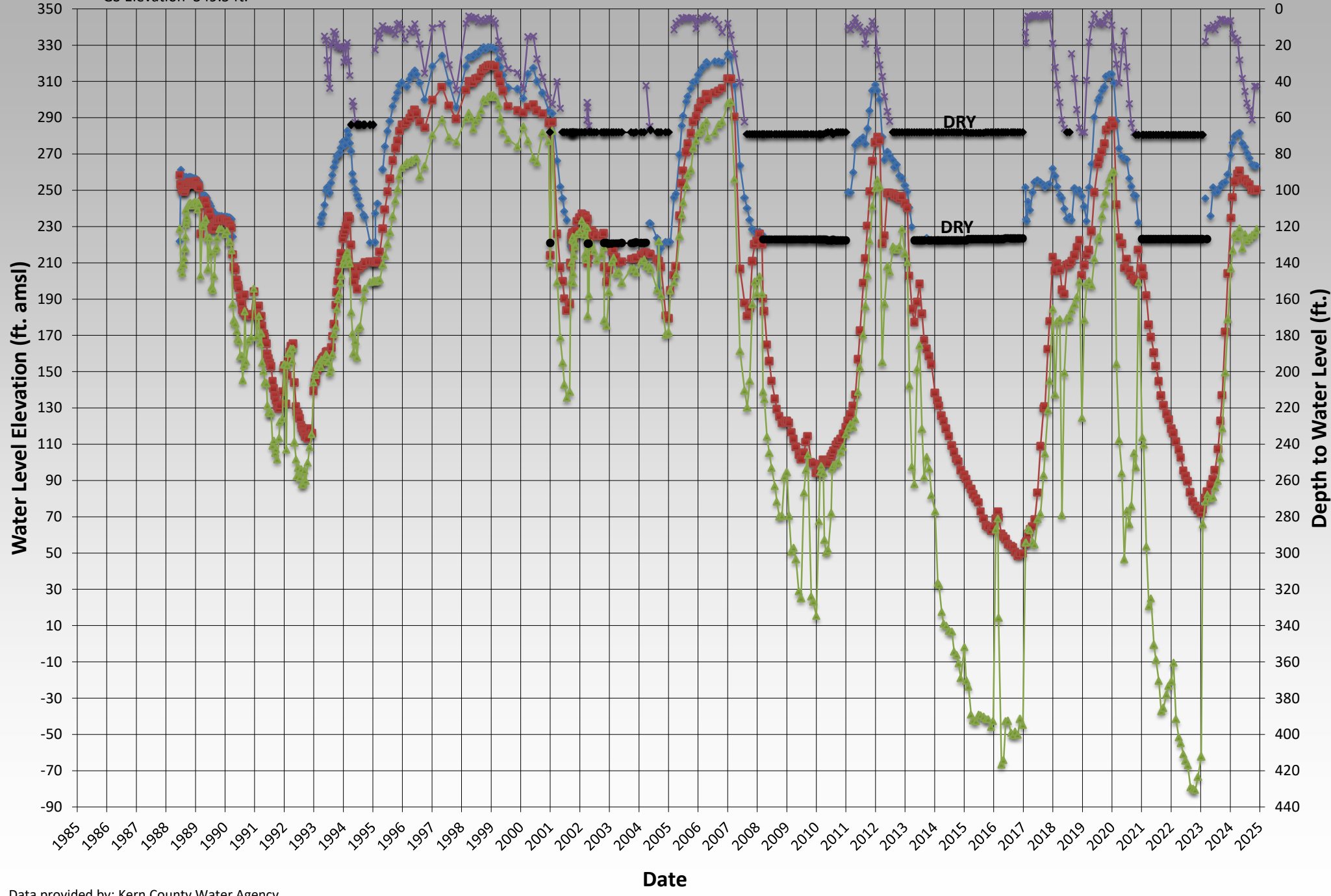
Data provided by: Kern County Water Agency

- ◆ 04J01 PERF INT 100'-150'
- 04J02 PERF INT 223'-375'
- ▲ 04J03 PERF INT 560'-650'
- ✕ 04J04 PERF INT 45'-65'
- DRY 04J01
- ◆ DRY 04J04

30S/26E-04J



GS Elevation 349.5 ft.



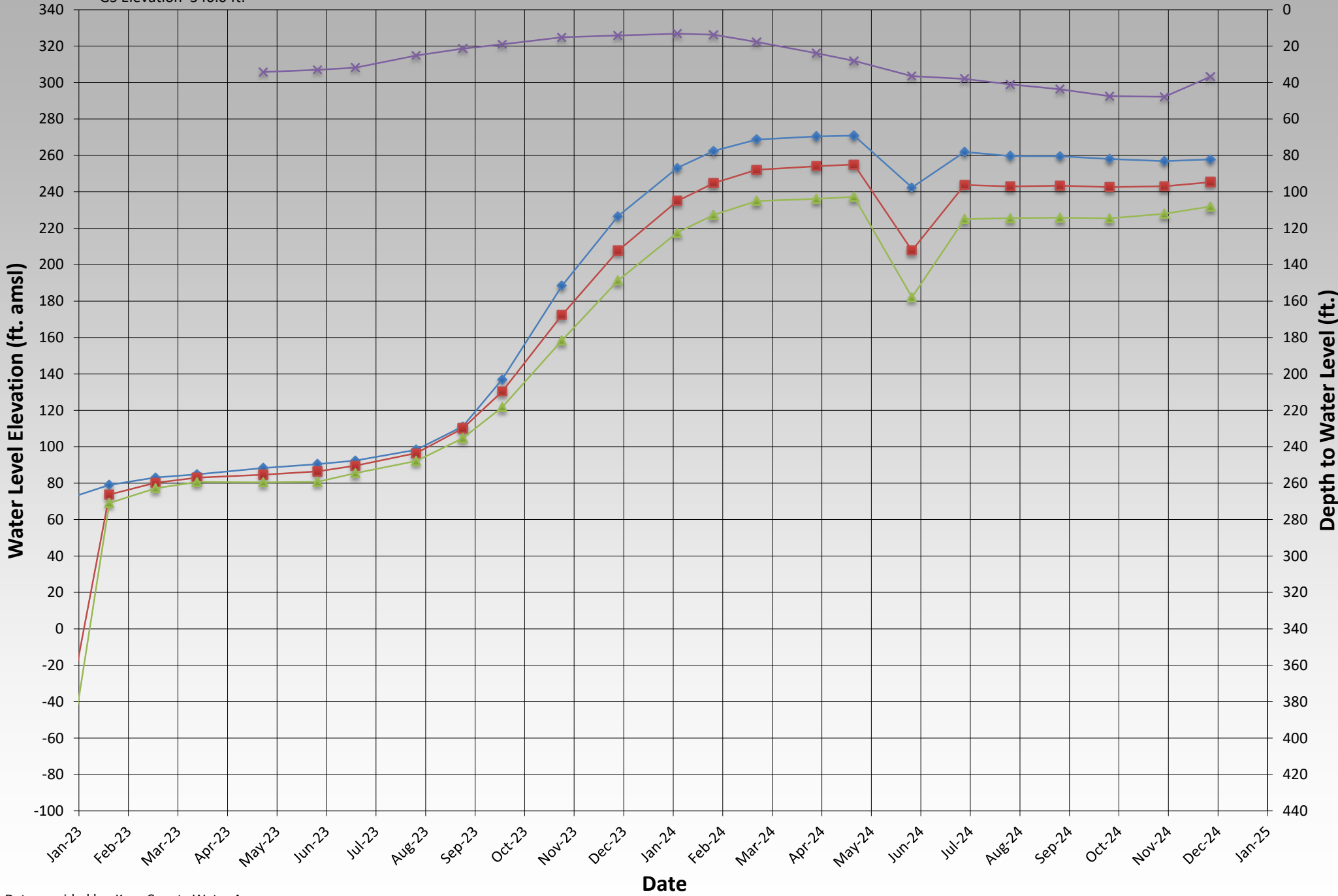
Data provided by: Kern County Water Agency

- ◆ 04J01 PERF INT 100'-150'
- 04J02 PERF INT 223'-375'
- ▲ 04J03 PERF INT 560'-650'
- ✱ 04J04 PERF INT 45'-65'
- DRY 04J01
- DRY 04J04

30S/26E-06R



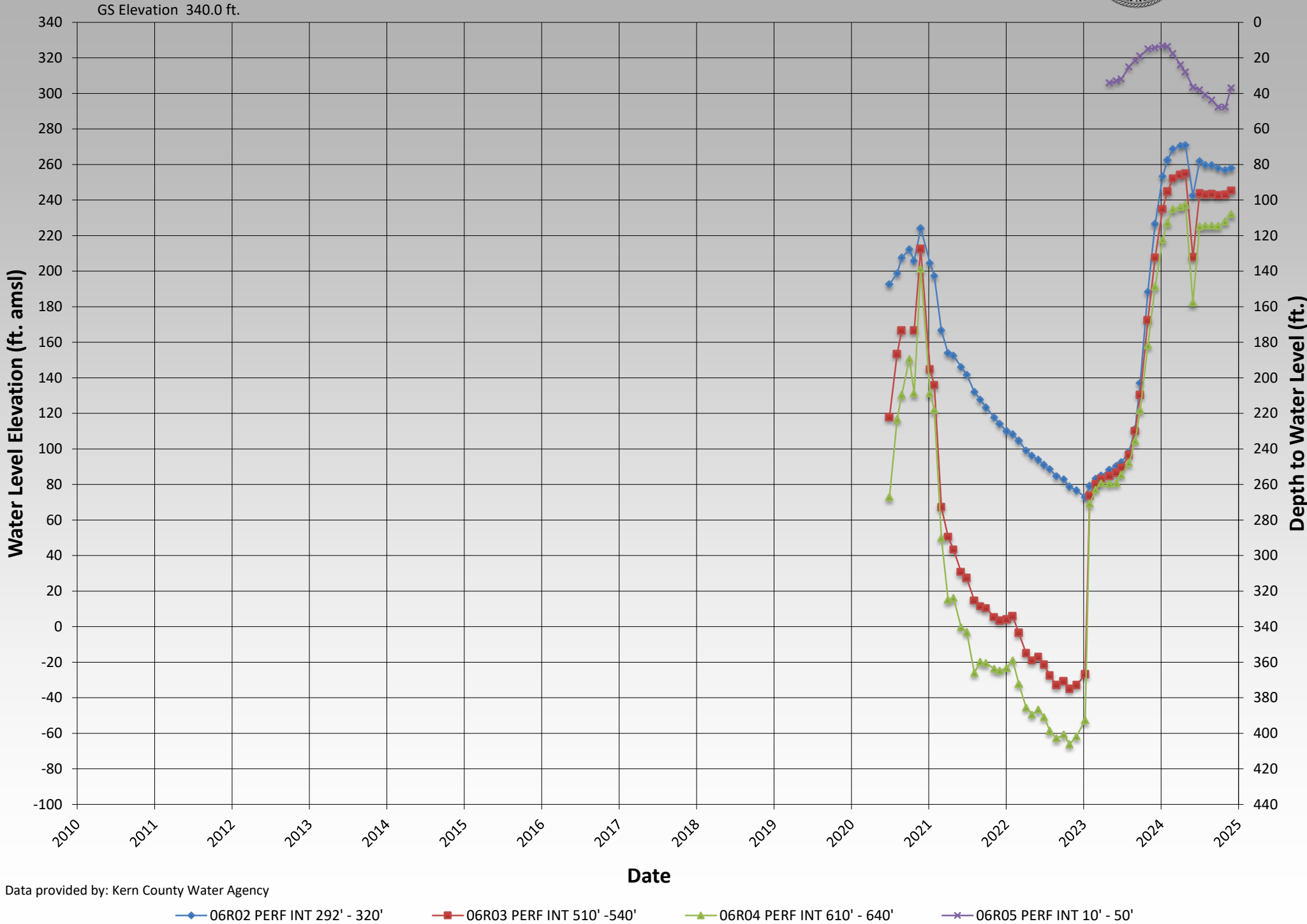
GS Elevation 340.0 ft.

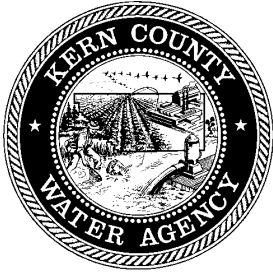


Data provided by: Kern County Water Agency

◆ 06R02 PERF INT 292' - 320'
 ■ 06R03 PERF INT 510' - 540'
 ▲ 06R04 PERF INT 610' - 640'
 × 06R05 PERF INT 10' - 50'

30S/26E-06R





MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 4

FROM: Lauren Bauer / Michelle Anderson

DATE: December 18, 2024

SUBJECT: Authorization to Execute Amendment No. 4 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects

Issue:

Consider authorizing execution of Amendment No. 4 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects.

Recommended Motion:

Authorize execution of Amendment No. 4 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects, subject to approval of General Counsel as to legal form, as outlined in the December 18, 2024, staff memorandum to the Water Management Committee, Agenda Item No. 4.

Discussion:

In April 2015, the Kern County Water Agency (Agency) and the Pioneer Project Recovery Participants (Participants) entered into the Interim Project Recovery Operations Plan Regarding Pioneer and Rosedale-Rio Bravo Water Storage District (Rosedale) Projects (Plan) to establish a Joint Operations Committee (Committee) to evaluate groundwater modeling results and predict groundwater impacts from the Pioneer Project's (Pioneer) and Rosedale-Rio Bravo Water Storage District's (Rosedale) banking projects. Subsequently, the Committee, and Rosedale and Kern Water Bank (KWB) Authority's similar committee, began meeting to jointly evaluate modeling and predict groundwater impacts from Pioneer, Rosedale and KWB operations.

In February 2017, the Agency, Rosedale and KWB Authority entered into the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Storage District, and Kern Water Bank Authority Projects (Agreement), which terminated on January 31, 2019. The term of the Agreement was extended by Amendment No. 1 which terminated on January 31, 2021, and by Amendment No. 2 which terminates on January 31, 2023 and by Amendment No. 3 which terminates January 31, 2025. The Participants and Agency staff recommend entering into Amendment No. 4 to the Agreement to extend the term to January 31, 2027. Amendment No. 4 to the Agreement is provided as Attachment 1.

**AMENDMENT NO. 4
TO THE
PROJECT RECOVERY OPERATIONS PLAN REGARDING
PIONEER PROJECT, ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT,
AND KERN WATER BANK AUTHORITY PROJECTS**

This *Amendment No. 4 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects* (“Amendment No. 4”), is made, entered into and effective as of January 31, 2025, by and between the Kern County Water Agency, on behalf of itself and the Pioneer Project Recovery Participants, Rosedale- Rio Bravo Water Storage District, and the Kern Water Bank Authority (the “Parties”).

RECITALS

WHEREAS, the Parties have entered into an agreement titled *Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects* (“Operations Plan”);

WHEREAS, the term of the Operations Plan, as amended by *Amendment No. 3 to the Project Recovery Operations Plan Regarding Pioneer Project, Rosedale-Rio Bravo Water Storage District, and Kern Water Bank Authority Projects*, will terminate on January 31, 2025; and

WHEREAS, the Parties desire to extend the term of the Operations Plan for one year.

AGREEMENT

1. The term of the Operations Plan shall be extended from January 31, 2025 to January 31, 2027, and shall terminate on January 31, 2027, unless extended by mutual agreement of the Parties. The Parties may agree to extend the Operations Plan and will meet starting October 1, 2026 to discuss any extension.

2. Except as amended herein, all other terms and conditions of the Operations Plan shall remain unchanged and in full force and effect during the term of the Operation Plan as extended by this Amendment No. 4.

KERN COUNTY WATER AGENCY, on
behalf of itself and the Pioneer Project
Recovery Participants

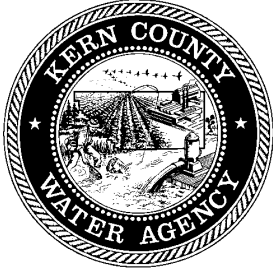
ROSEDALE-RIO BRAVO WATER
STORAGE DISTRICT

By: _____
Thomas McCarthy, General Manager

By: _____
Dan Bartel, Engineer Manager

KERN WATER BANK AUTHORITY

By: _____
Joe Butkiewicz, General Manager



MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 5

FROM: Michelle Anderson

DATE: December 18, 2024

SUBJECT: Authorization to Execute Amendment No. 2 to the Kern County Water Agency Agreement for an Engineering and Land Surveying Consultant for the South Pioneer Boundary Survey and Record of Survey

Issue:

Consider authorizing the Water Resources Manager to execute Amendment No. 2 to the Kern County Water Agency Agreement for an engineering and land surveying consultant for the South Pioneer Boundary Survey and Record of Survey.

Recommended Motion:

Authorize the Water Resources Manager to execute Amendment No. 2 to the Kern County Water Agency Agreement for Professional Consulting Services with Meyer Civil Engineering, Inc. for engineering and land surveying services amending the contract termination date to March 31, 2025, subject to approval of General Counsel as to legal form, as outlined in the December 18, 2024, staff memorandum to the Water Management Committee, Agenda Item No. 5.

Discussion:

On April 27, 2023, Kern County Water Agency (Agency) Board of Directors authorized Agency staff to retain Meyer Civil Engineering, Inc. to perform engineering and land surveying consultant to develop a record of survey in accordance with the current version of the California Professional Land Surveyors' Act mapping out the South Pioneer property boundary line.

On November 15, 2023, the Agency Board authorized Amendment No.1 to amend the Agreement termination date to December 31, 2024.

The term of the agreement needs to be extended due to delay of the survey due to recharge operations in the South Pioneer. The Agreement with Meyer Civil Engineering, Inc. expires on December 31, 2024, and the survey is not complete; therefore, Agency staff recommends that the Water Resources Manager be authorized to execute Amendment No. 2 to the Kern County Water Agency Agreement for Professional Consulting Services with Meyer Civil Engineering, Inc. amending the contract termination date to March 31, 2025. The amendment is a no cost time extension. Amendment No. 2 is provided as Attachment 1.

**AMENDMENT NO. 2 to
KERN COUNTY WATER AGENCY
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

This Amendment No. 2 is made this 18th day of December, 2024, by and between the Kern County Water Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”, and Meyer Civil Engineering, Inc., hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, the Agency and Consultant entered into an agreement for professional services dated April 27, 2023; and

WHEREAS, the Agency and Consultant entered into Amendment No. 1, dated November 15, 2023; and

WHEREAS, the Agency continues to require professional land surveying services for the South Pioneer Boundary survey and Record of Survey; and

WHEREAS, the Agency and Consultant desire to extend the time for such professional services; and

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

- I. Article III. A. of the Agreement with Kern County Water Agency for Professional Consulting Services dated April 27, 2023 is hereby amended to extend the termination date to March 31, 2025.
- II. All other provisions of the Kern County Water Agency Agreement for Professional Consulting Services dated April 27, 2023, as amended by Amendment No. 1 dated November 15, 2023 shall remain in full force and effect.

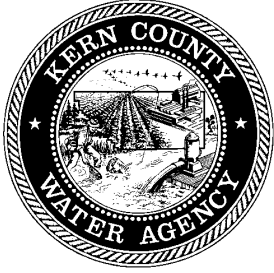
IN WITNESS WHEREOF, the Agency and Consultant have executed this Amendment No. 2 on the day and year first herein above set forth.

KERN COUNTY WATER AGENCY

CONSULTANT

By: _____
Water Resources Manager

By: _____
Meyer Civil Engineering, Inc.



MEMORANDUM

20.2.1

TO: Water Management Committee
Agenda Item No. 6

FROM: Thomas McCarthy

DATE: December 18, 2024

SUBJECT: Report on Kern Water Bank Activities

Issue:

Report on Kern Water Bank activities.

Recommended Motion:

None – information only.

Discussion:

The Kern Water Bank Authority's December 10, 2024, Regular Agenda, Monthly Status Report, and Groundwater Sustainability Agency Agenda are provided as Attachments 1, 2 and 3, respectively.

KERN WATER BANK AUTHORITY

**Regular Meeting of Board of Directors
of the Kern Water Bank Authority
Tuesday, December 10, 2024, 3:15 PM
Kern Water Bank Authority Conference Room¹
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Powers Agreement.

- 1. Roll Call**
- 2. Resolution No. 2024-04 - Recognition of William Phillimore**
- 3. Appointment of Officers**
- 4. Approval of Minutes**
The Board will consider approval of November 12, 2024, Regular Board of Directors Meeting minutes.
- 5. Treasurer's Report**
The Board will consider approval of the November 2024 Treasurer's Report.
- 6. Authorization to Pay Expenses of Authority**
The Board will consider approval of November 2024 accounts payable for payment.
- 7. Amendment No. 4 to Joint Recovery Operations Plan**
The Board will consider approval of Amendment No. 4 to Joint Recovery Operations Plan.
- 8. Reports**
 - A. Staff Report**
Review and possibly act on previously submitted Staff Report and staff recommendations regarding:
 - (1) Water Bank Operations
 - (2) 3rd Party Facilities on Kern Water bank
 - (3) Adjacent Properties
 - (4) KWBA HCP/NCCP and Land Management
 - (5) Capital Improvements and Funding Status
 - (6) Power Update

¹ Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

B. Directors, Counsel and Committee Reports

The Board of Directors will hear and possibly act on reports and recommendations:

- (1) Kern Fan Monitoring Committee
- (2) KWBA IT Committee

9. Old Business

This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

10. New Business

This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

11. Public Input

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

12. Closed Session

The Board will meet in a closed session and possibly act on the following:

- A) Conference with Legal Counsel – Pending Litigation (Gov. Code section 54956.9(d)(1)).
 - 1) Various Applications to appropriate Kern River water, complaint and related proceedings before the State Water Resources Control Board.
- B) Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to Gov. Code section 54956.9(d)(4). Two potential litigations.
- C) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code section 54956.9(d)(2). Two potential litigations.
- D) Conference with Real Property Negotiator – Gov. Code section 54956.8.
KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of payment
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA
Property: Basin 11 and KCWA Pioneer Project Easement and Joint Use and Construction Agreements.

- E) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Irvine Ranch WD/Rosedale Rio-Bravo WSD
Properties: Strand Ranch - Encroachment Permit and Joint Use Agreement

- F) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and the Pioneer Bank Project
Properties: Nord Turnout

- G) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and PG&E
Properties: APN #'s 160-030-03,160-030-09, 160-020-05 and 160-020-07

- H) Conference with Real Property Negotiator – Gov. Code section 54956.8.

KWBA Representative: General Manager and Geologist
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Irvine Ranch WD/Rosedale Rio-Bravo WSD
Properties: Kern Water Bank Land - Kern Fan Groundwater Storage Project
Conveyance

13. Reconvene and Report form Closed Session (Gov't. Code section 54957.1)

14. Adjourn

KERN WATER BANK AUTHORITY



MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: December 10, 2024

Subject: Monthly Status Report

CALENDAR

January 17, 2024 - KWBA Regular Board of Directors Meeting (3:15 P.M.)

OPERATIONS

Recharge

Recharge activities resumed on December 4, 2024 with 75 cfs for STWSD. Recharge will continue until the end of January 2025.

Recovery

No current recovery operations.

FACILITIES

Facilities Maintenance

Routine maintenance continues on roads, water delivery structures, wells, pumping stations, and canals.

Vegetation Management and Grazing

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas.

THIRD PARTIES

Rosedale and Irvine Ranch WD gave a presentation to staff on their Kern Fan Banking project. They presented an option for KWBA to participate in their proposed conveyance facility for 150 cfs. The cost is estimated to be about \$12 million.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

SoCalGas has purchased 4 credits. Caltrans has purchased 36 credits and expressed an interest in purchasing another 99 credits this year for different project.

CAPITAL IMPROVEMENTS/REPAIR AND REPLACEMENT

Capitalized Maintenance Program

Construction of replacement turnouts has resumed.

Replacement Wells

Well 30S/25E-18P02 – Well has been drilled, cased and swabbed. BWP is currently developing the well.

Well Rehabilitation and Repairs

No current well rehabilitation. Electrical work on (3) wells that were vandalized due to copper wire theft is on hold.

Basin 11

Encroachment permit is in process. KCWA provided KWBA with a construction and joint use of facilities agreement and easement on June 25, which were reviewed and redlined by staff and counsel and returned to KCWA.

Strand Siphon Replacement

The Strand Siphons are not currently in use but are operational. Replacement facilities using a turnout onto Strand Ranch have been designed. A meeting was held with Rosedale and Irvine regarding necessary documents on June 18. KWBA forwarded redlined documents to Rosedale for review on June 21. Rosedale forwarded the documents for Irvine review.

Enos Lane Culvert

Meyer Engineering has completed the culvert design and submitted plans and application to Caltrans for review to proceed with the Enos Lane Culvert. KWB staff has coordinated a pre-construction meeting for December 13, 2024.

ADMINISTRATIVE

Power Update

The KWBA's NEM2a application is still in the CAISO's cluster study process. Environmental review is in process. Staff is also exploring grant opportunities relating to alternative energy projects.

Data Management Progress

Staff had a meeting with the West Side Water Authority (WSWA) Director of IT & Automation to discuss a SCADA upgrade that he is currently implementing. The discussion centered on the equipment and processes that WSWA is currently implementing

and how that compares to the proposed equipment and processes that would be used by the Kern Water Bank. Staff has updated the proposal for the well data collection automation and will provide the updates to the Board at its regularly scheduled meeting. Staff is continuing to work on the design and table structure of the KWBA database.

Retirement Plan

Staff is continuing to work with Northwestern Plan Services on transferring the Kern Water Bank Authority's 401(a) and 457(b) plans from the current plan sponsor to the Western Growers Retirement Securities Plan.

Kern Water Bank Groundwater Sustainability Agency



**Regular Meeting of Board of Directors
Tuesday, December 10, 2024, 3:00 P.M.
Kern Water Bank Authority Conference Room¹
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Joint Exercise of Powers Agreement for the Kern Water Bank Groundwater Sustainability Agency.

- 1. Roll Call**
- 2. Appointment of Officers**
- 3. Consider Approval of November 12, 2024 Board Meeting Minutes**
- 4. Consider Approval November 2024 Treasurer’s Report**
- 5. Consider Authorizing Payment of GSA Expenses**
- 6. Hold Public Hearing Regarding and Consider Adoption of 2024 GSP**
 - a. Public Hearing to consider the adoption of the 2024 Groundwater Sustainability Plan (GSP) and supporting appendices for the Kern County Subbasin of the Tulare Lake Groundwater Basin including Appendix E regarding Kern Fan Banking Projects.
 - i. Adoption of 2024 GSP
- 7. Consider Approval of Second Amended Kern County Subbasin Coordination Agreement among Kern County Subbasin Groundwater Sustainability Agencies.**
- 8. Consider Approval of Contract with Self-Help Enterprises to administer the Kern County Subbasin Domestic Well Mitigation Program.**
- 9. Discussion and Possible Appointment of New Kern Non-Districted Land Authority (KNDLA) Board Member and Alternate Board Member.**
- 10. Reports**
 - a. Kern County Subbasin GSP Preparation

¹ Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

- b. SWRCB Draft Staff Report/Notice of Hearing Re Proposed Designation of Subbasin as a Probationary Basin
- c. Kern County Subbasin Coordination Committee
- d. Kern Non-Districted Land Authority (KNDLA)
- e. SGMA Compliance

11. New Business

12. Public Comment

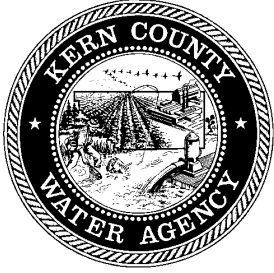
13. Closed Session Item Descriptions (Gov. Code, § 54956.8):

- a. Conference with Legal Counsel Regarding Litigation:
 - i. Gov. Code, § 54956.9(d)(2) [Potential: Significant Exposure to a. Litigation]: One Item.
 - ii. Gov. Code, § 54956.9(d)(4) [Potential: Initiation of a. Litigation]: Two Items.

14. Reconvene and Report from Closed Session (Gov't. Code section 54957.1)

15. Adjourn

Cross Valley Canal Committee



MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 1a

FROM: Lauren Bauer

DATE: December 18, 2024

SUBJECT: Update on Cross Valley Canal Construction/Maintenance Projects

Issue:

Update on Cross Valley Canal construction/maintenance projects.

Recommended Motion:

None – information only.

Discussion:

An overview of the construction projects associated with the Cross Valley Canal is provided as Attachment 1.

Cross Valley Canal

Monthly Facilities Improvement and Construction Project Update

December 2024

Attachment 1

1. HEC-RAS Model Compilation and Hydraulic Analysis

- Description: Aggregate the six existing post-expansion HEC-RAS hydraulic models representing Cross Valley Canal (CVC) Pools 1 through 6 into a single comprehensive model that can evaluate pump operations and canal hydraulics in forward and reverse flow.
- Consultant Contract: GEI – Task H
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
 1. Draft technical memorandum distributed to the CVC participants on January 28, 2021.
 2. Consultant presented the technical memorandum to the CVC Advisory Committee on February 24, 2021.
 3. Issued final technical memorandum on April 19, 2021.
- Next Project Milestone:
 1. Conduct field verification of the model 1,000 cfs flow test of CVC Pools 4 through 6.
 - a. Create this milestone as a stand-alone project, item 11.
 - b. Requested by the Hydraulic Improvement Project (HIP) ad hoc committee during the May 1, 2023 meeting.
 2. Conduct field verification of CVC pump flow versus head (lift) data.
 3. Prepare next steps for mitigation of the following:
 - a. Perform review of CVC pumping plant control philosophy.
 - b. Pool 1 dependence on California Aqueduct operations.
 - c. Explore impacts of adjusted Aqueduct water levels on CVC capacity.
 - d. Pool 1A reverse flow hydraulics (back siphonage).
 - e. Prepare feasibility analysis and develop project schedule for proposed mitigations.

2. Evaluation to Review the CVC Channel Freeboard and Pump Submergence

- Description: Evaluate the feasibility and potential risks of reducing the minimum pump submergence for infrequent operations when the CVC is approaching its capacity as a method of increasing the canal freeboard and thereby increasing canal capacity.
- Consultant Contract: GEI – Task J
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
 1. Completed preparation of consultant proposal.
 2. Received Kern County Water Agency (Agency) Board authorization to execute task order on March 25, 2021.
 3. Completed data collection effort.
 4. Completed draft conceptual design review of CVC 'A' Pumping Plant forebays.
 5. Finalized physical model testing and mitigation for all pools and utilize pertinent information in the submergence assessment and freeboard evaluation.
 6. Performed review of CVC pumping plant control philosophy.
- Next Project Milestone:
 1. Prepare pump submergence assessment.
 2. Prepare channel freeboard evaluation.
 3. Coordinate technical study with findings from the Approach Channel and Water Level Fluctuation Hydraulic Analysis.
 4. Submit draft technical memorandum to the Agency.

3. Pumping Plant Forebay Approach Channel and Water Level Fluctuation Hydraulic Analysis

- Description: Develop a scaled physical model and analyze the water level fluctuations associated with the pumping plant bifurcation geometry that causes a diverging flow directly upstream of the pumping plant forebays when both the ‘A’ and ‘B’ Pumping Plants are in operation.
- Consultant Contract: GEI – Task K
- Participant Group: CVC Integrated Canal Participants
- Progress to date:
 1. Completed physical model internal workings.
 2. Completed physical model design and construction.
 3. Constructed physical model.
 4. Initiated physical model startup, testing and calibration.
 5. Conducted physical model testing for Pumping Plants 1 through 5.
 6. Completed testing of mitigation measures for Pumping Plants 1, through 5.
 7. Received draft technical memorandum.
 8. Dismantled the physical model.
 9. Completed staff review of draft technical memorandum.
 10. Staff and GEI-NHC reviewed HIP ad hoc comments on draft technical memorandum.
 11. Prepared and submitted final technical memorandum on June 29, 2023.
- Next Project Milestone:
 1. Determine if recommendations to install blocks in the A-side and B-side channel of the canal will be implemented.

4. Pumping Plant B Spare Pump Procurement

- Description: Procure one spare 800-horsepower (hp) pump, two spare 700-hp pumps and one spare 600-hp pump for ‘B’ Pumping Plants.
- Consultant Contract: GEI – Task C
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Performed Agency staff review of Cascade Pump 600-hp spare pump proposal.
 2. Completed evaluation of existing 600-hp motor thrust values.
 3. Reviewed spare pump alternatives based on existing motor thrust rating limitations.
 4. Received updated Cascade Pump 600-hp spare pump price quotation.
 5. Completed review of updated Cascade Pump 600-hp spare pump price quotation.
 6. Received Agency Board approval to executed change order #4 on September 23, 2021.
 7. Issued the Notice to Proceed to Cascade Pumps.
 8. Performed field measurements of existing pump by Cascade Pumps.
 9. Received pump submittals and analysis from Cascade Pumps on February 2, 2022.
 10. Completed submittal review and provided Cascade review comments.
 11. Finalized submittal.
 12. Received completed pump design from Cascade Pump’s engineering department.
 13. Finalized the casting machining process and fabricated the pump.
 14. Coordinated the delivery of the 600-hp motor to Cascade Pump, which occurred in December 2022.
 15. Inspected and tested the 600-hp pump.
 16. Received pump, bowl assembly and motor from Cascade Pump.
 17. Project complete.
 18. Filed Notice of Completion in June 2023.

5. Pumping Plant B Forebay Modifications

- Description: Prepare contract bidding documents to hydraulically isolate ‘B’ Pumping Plant forebays and install pump forebay vortex mitigation modifications.
- Consultant Contract: GEI – Task F
- Participant Group: CVC Expansion Participants
- Progress to Date:
 1. Received draft 100 percent complete project drawing set on April 6, 2021.
 2. Completed 100 percent complete contract bidding documents for Pumping Plant No 2B.
 3. Completed review of engineer’s cost estimate for Pumping Plant No. 2B.
 4. Completed partial value engineering analysis and procurement alternatives evaluation.
 5. Completed staff recommendation for initial project scope of work.
 6. Completed review of removeable baffle wall system price quotations from fabrication shops for Pumping Plant No. 2B.
 7. Determined to delay purchase of inflatable dam system.
 8. Received Agency Board approval to purchase baffle wall system for Pumping Plant 2B on December 15, 2021.
 9. Completed review of fabricator shop drawings which were returned to the fabricator on February 2, 2022.
 10. Received final shop drawings from the fabricator.
 11. Began fabrication of the baffle wall system.
 12. Galvanize the three manufactured baffle walls.
 13. Inspected galvanized baffle walls at fabricators facility.
 14. Received baffle wall system from fabricator.
- Next Project Milestone:
 1. Install baffle wall system and monitor for reduction of vortices in the forebay.
 2. Continue developing project procurement alternatives.
 3. Coordinate final design of pump forebay modifications with pump submergence analysis to verify elevational placement of proposed pump forebay modifications prior to the issuance of the project Notice of Award.

6. Pumping Plant Power Outage Mitigation

- Description: Develop modifications to the pumping plant electrical control relays to provide more information to Agency staff during electrical outages and allow Agency staff to restore electrical power more quickly.
- Consultant Contract: GEI – Task E
- Electrical Field Consultants: Electrical Power Systems (EPS) and Northern Digital Inc. (NDI)
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Completed staff recommendation and implementation plan for mitigation measures.
 2. Completed evaluation facility scheduled outages for implementation of mitigation measures.
 3. Received engineering consultant design proposal for implementation of mitigation measures.
 4. Reviewed and evaluated the submitted proposals for all the pumping plants.
 5. Requested a revised proposal to focus on Pumping Plants 1B and 2B.
 6. Received consultant proposals for Pumping Plants 1B and 2B.
 7. Received electrical consultant recommended changes to engineering consultant’s proposal that design was not needed and issues could be addressed with updated programming at the individual sites.
 8. Performed site evaluation at all ‘B’ Pumping Plants and modified programming.
 9. Operated ‘B’ Pumping Plants with programming modifications to determine if issues were addressed.

10. Discussed 'A' Pumping Plants with consultants and developed a plan to address outage issues.
 11. Reviewed 'A' Pumping Plant plan and determined cost and schedule.
 12. Performed site evaluation at all 'A' Pumping Plants.
 13. Prepare construction plans for conduit and equipment installation.
- Next Project Milestone:
 1. Install the new modules, program SCADA and test the system for functionality.
 2. Continue to operate 'A' Pumping Plants with modifications to determine if issues have been addressed.

7. Pioneer Inlet Modifications and Repair

- Description: Prepare Computational Fluid Dynamics (CFD) model on the Pioneer Inlet (Inlet) to evaluate and provide final design parameters based on the selected alternative from the feasibility study. Once the CFD model is completed, the design to repair and modify the Inlet to minimize impacts of Inlet operations in CVC Pool 5. The project will also address structural damage to the Inlet and adjoining CVC concrete canal liner from 2017 high-flow operations.
- Consultant Contract: GEI
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Completed final conceptual design based on CFD model.
 2. Completed final inlet facility design.
 3. Received, reviewed and commented on 30, 60 and 99 percent complete drawings.
 4. Issued notice to proceed for the geotechnical analysis.
 5. Received and reviewed geotechnical investigation report.
 6. Authorized GEI proposal to finalize plans, specifications and cost estimate package, prepare construction schedule, provide bid, and design support during construction.
 7. Met with Agency staff to determine project schedule.
 8. Receive 100 percent complete plans and specifications.
 9. Finalize bid set.
 10. Received Agency Board approval for Notice to Invite Bids on September 22, 2022.
 11. Opened bids October 28, 2022.
 12. Presented and obtained recommendation to award contract at the November 14, 2022 CVC Advisory Committee meeting.
 13. Presented and obtained approval to award contract at the November 16, 2022 Agency Board meeting.
- Next project milestone:
 1. Construct replacement structure.
 2. Project currently on hold due to the necessity to operate the Pioneer Inlet for Kern River operations.

8. Cross Valley Canal I-5 Siphon Outlet Freeboard Mitigation

- Description: Prepare investigation and design of the CVC I-5 Siphon Outlet levees and canal liner to mitigate loss of freeboard during high-flow operations.
- Consultant Contract: Meyer Civil Engineering
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Completed draft technical memorandum and feasibility analysis.
 2. Completed staff review of draft technical memorandum and feasibility analysis.
 3. Completed phased project feasibility analysis.
 4. Updated draft technical memorandum and feasibility analysis based on staff review.
 5. Finalized technical memorandum.

6. Received first draft of construction drawings for Pool No. 2 Liner Raising Project.
 7. Received 90 percent complete plans for Pool No. 2 Liner Raising Project.
 8. Finalized the review of 90 percent completed plan submittal for Pool No. 2 Liner Raising Project.
 9. Received and reviewed 95 percent completed plans and specifications for Pool No. 2 Liner Raising Project.
- Next project milestone:
 1. Review and evaluate Pool No. 2 Liner Raising Project design based on Task M – Post-expansion (1422 cfs) HEC-RAS model compilation and hydraulic analysis.
 2. Request design proposal for Pool No. 3 Liner Raising Project.

9. Pre-Expansion (922 cfs) Hydraulic Capacity Evaluation

- Description: Prepare a HEC-RAS model reflecting changes to the CVC between 1976 and 2007 to analyze the flow of the canal prior to Expansion.
- Consultant Contract: GEI – Task L
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Reviewed consultant proposal with HIP ad hoc.
 2. Received Agency Board approval to execute Task L on January 27, 2022.
 3. Held start-up meeting with HIP ad hoc on February 17, 2022.
 4. Performed hydraulic model testing and verification to validate parameters.
 - a. Reviewed Boyle Technical Memorandum No. 4 Final – 10/11/04.
 - b. Reviewed October 5, 2020 CVC Hydraulic Improvements Project CVC Original Construction Hydraulic Capacity Evaluation Final Technical Memorandum.
 5. Met with HIP ad hoc on March 23, 2022 to review hydraulic model testing and verification to validate parameters.
 6. Received proposal for out-of-scope work for additional analysis as requested by HIP ad hoc.
 7. Met with HIP ad hoc to review proposal for out-of-scope work (Task L -3A).
 8. Provided Task L general project update to CVC Advisory Committee on April 27, 2022.
 9. Received recommendation to approve Task L – 3A from CVC Advisory Committee on April 27, 2022.
 10. Received Agency Board approval to execute Task L – 3A on April 28, 2022.
 11. Presented Task L - 3A parameter recommendations to the HIP ad hoc on May 31, 2022.
 12. Received approval from HIP ad hoc on May 31, 2022 to use recommended parameters and move forward with model runs.
 13. Received additional questions about recommended parameters from HIP ad hoc on June 6, 2022.
 14. Hold work on the model runs until concurrence from HIP ad hoc.
 15. Received direction from HIP ad hoc on June 28, 2022 to present consultant findings and recommendations to CVC Advisory Committee and request direction.
 16. Presented Task L-3A parameter recommendations and general project update to CVC Advisory Committee on July 27, 2022.
 17. Received direction from CVC Advisory Committee on July 27, 2022 to move forward with Task 5 utilizing consultant recommendations for model parameters.
 18. Completed Task 5, Pools 1 through 6 model runs using design flowrates and recommended parameters.
 19. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
 20. Presented Task 5 final model run scenario results with HIP ad hoc on September 12, 2022.
 21. Prepared draft hydraulic analysis report and submitted to HIP ad hoc on October 10, 2022 for review and comment.
 22. Collected and compiled comments from HIP ad hoc review by November 1, 2022.

23. Presented Task 5 results and general project update at the November 14, 2022 CVC Advisory Committee meeting.
24. Finalized final hydraulic analysis report on December 1, 2022.
25. Distributed final report to the CVC Advisory Committee members.
26. Project complete.

10. Post-Expansion (1422 cfs) Hydraulic Capacity Evaluation

- Description: Prepare a HEC-RAS model reflecting changes to the CVC based on the 2007 canal Expansion.
- Consultant Contract: GEI – Task L
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Reviewed consultant proposal with HIP ad hoc.
 2. Received Agency Board approval to execute Task M on November 16, 2022.
 3. Scheduled preparation meetings and HIP ad hoc meetings.
 4. Discussed Post-expansion parameters and geometry data, which will be used in the model runs, with the HIP ad hoc for concurrence.
 5. Completed Pools 1 through 6 model runs using design flowrates, recommended parameters and defined geometry.
 6. Discussed results with HIP ad hoc and developed additional eight model run scenarios.
 7. Presented final model run scenario results to HIP ad hoc.
 8. Presented Task M findings and general project update to CVC Advisory Committee on February 22, 2023.
 9. Prepared draft hydraulic analysis report and submitted to HIP ad hoc for review and comment.
 10. Collected and compiled comments from HIP ad hoc.
 11. Received final hydraulic analysis report on August 4, 2023.
- Next project milestone:
 1. Review final hydraulic analysis report to ensure all comments were addressed.
 2. Distribute final report to the CVC Advisory Committee.

11. Field Verification of Model Evaluation

- Description: Collect field data, including flow data, water surface elevations, CA Aqueduct deliveries and SCADA data for Pools 1 through 6 at a flow rate near or greater than 1,000 cfs.
- Work to be performed by Agency staff
- Participant Group: CVC Integrated Canal Participants
- Progress to Date:
 1. Scheduled preparation kick-off meeting.
 2. Discussed Agency staff roles and data collection process. Data collection work sheets and maps have been finalized for Pools 1 through 3.
- Next project milestone:
 1. Finalize data collection work sheets and maps for Pools 4 through 6.
 2. Verify current and collect additional survey benchmarks needed to convert water depths collected during flow measurements to water surface elevations.
 3. Monitor future water deliveries to determine when flow rate criteria may be met in order to schedule field data collection effort.



MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 2

FROM: Monica Tennant

DATE: December 18, 2024

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

Issue:

Report on Cross Valley Canal operations and deliveries.

Recommended Motion:

None – information only.

Discussion:

A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for November 2024 is provided as Attachment 1. A table summarizing the year-to-date deliveries is provided as Attachment 2. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachment 3. A schematic illustrating current CVC operations is provided as Attachment 4. A schematic illustrating the current maintenance and availability status of the pumps and motors at each pumping plant is provided as Attachment 5.

**CROSS VALLEY CANAL
REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES
DECEMBER 2024**

CROSS VALLEY CANAL

OPERATIONS

Preliminary inflows and deliveries for the month of November were as follows:

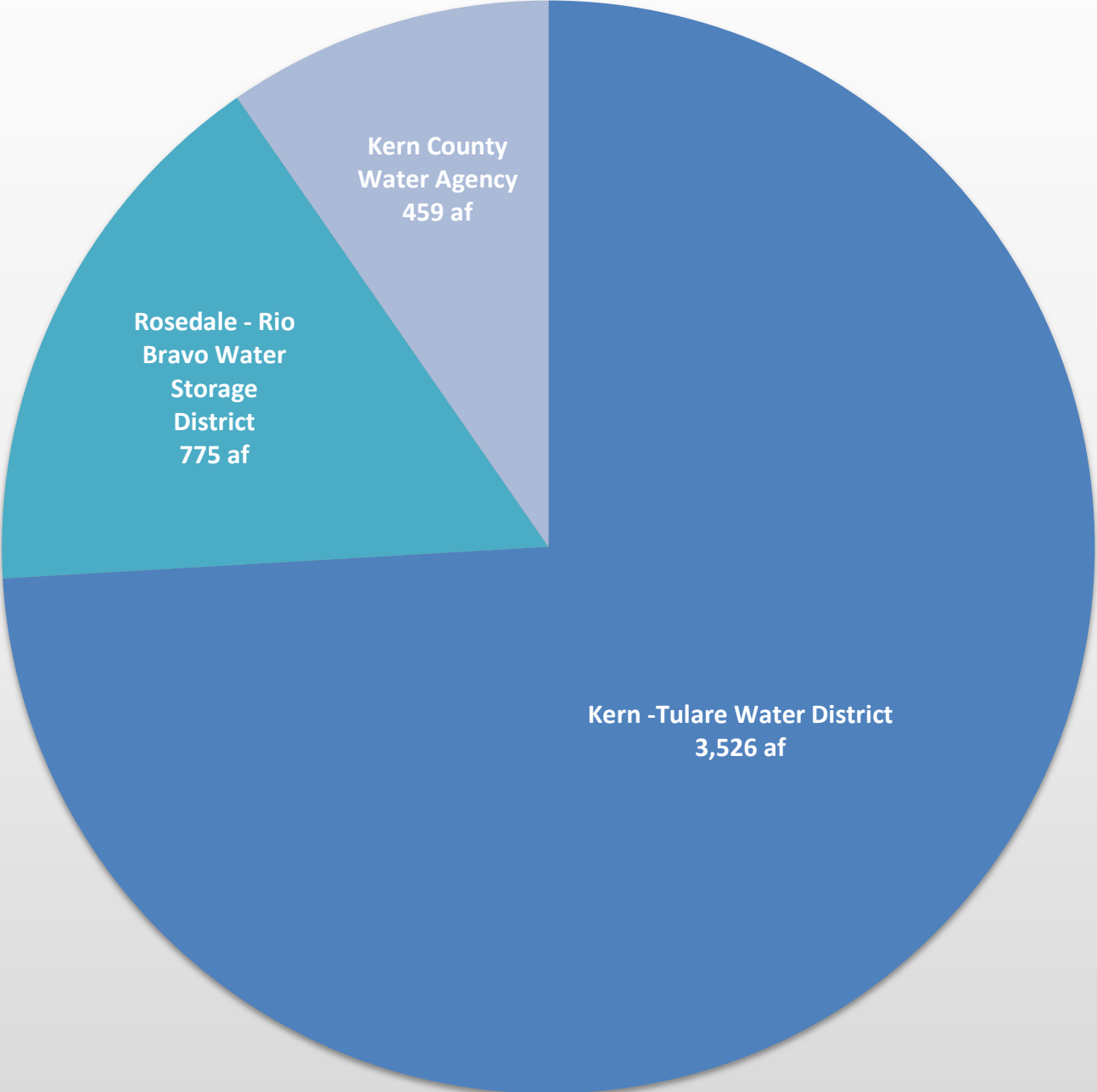
Deliveries by Turnout:	California Aqueduct SWP (AF)	California Aqueduct CVP (AF)	CVC Total (AF)
Rosedale-Rio Bravo Turnout No. 1	74	-	74
Rosedale-Rio Bravo Turnout No. 1B	692	-	692
Kern Water Bank P-11 Turnout	199	-	199
Section 4 Turnout	256	-	256
Friant-Kern Canal Pump-in	1,623	1,771	3,394
Lined Losses - Pools 1-6	79	66	145
Total	2,923	1,837	4,760

MAINTENANCE AND REPAIRS

- Rewired a relay on pump 3M (700 HP) at CVC Pumping Plant No. 3B;
- Replaced the coil on pump 3H (250 HP) at CVC Pumping Plant No. 3A;
- Replaced the lifeline at CVC Pumping Plant No. 5B forebay;
- Installed pump and motor on pump 3G (100 HP) at CVC Pumping Plant No. 3A;
- Performed extensive tree trimming on the CVC just west of Allen Rd.;
- Added packing to pump 5J (100 HP) at CVC Pumping Plant No. 5A;
- Replaced the speed sensor on pump 5G (100 HP) at CVC Pumping Plant No. 5A;
- Responded to power failures at CVC Pumping Plant Nos. 1, 3 and 4;
- Performed isolation of hazardous energy on CVC pumps 3B and 3F (250 HP) after a minor electrical fire;
- Worked with Pacific Gas and Electric to restore power to CVC Pumping Plant No. 3A after a minor pole fire;
- Assisted Nicholas Construction in the sediment disposal from CVC Pumping Plant Nos. 5 and 6;
- Changed motor oil on numerous CVC motors;
- Took partial delivery of newly fabricated CVC pumping plant spare trash racks;
- Participated in the CVC Bypass Meter kickoff meeting;
- Gave a tour of the CVC and Pioneer Project to multiple Kern County Water Agency Engineering and Groundwater Services Department staff;
- Used the water truck to clean and inspect CVC V-ditch drains;
- Replaced contactors on pump 5B (250 HP) at CVC Pumping Plant No. 5A;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Burned tumbleweeds along CVC fence lines and rights-of-way when permitted by San Joaquin Valley Air Pollution Control District;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Performed spare motor maintenance by spinning motor shafts on all spare motors at CVC Operations and Maintenance (O&M) Center;
- Performed pre-emergent herbicide applications;
- Performed fence and gate repairs;

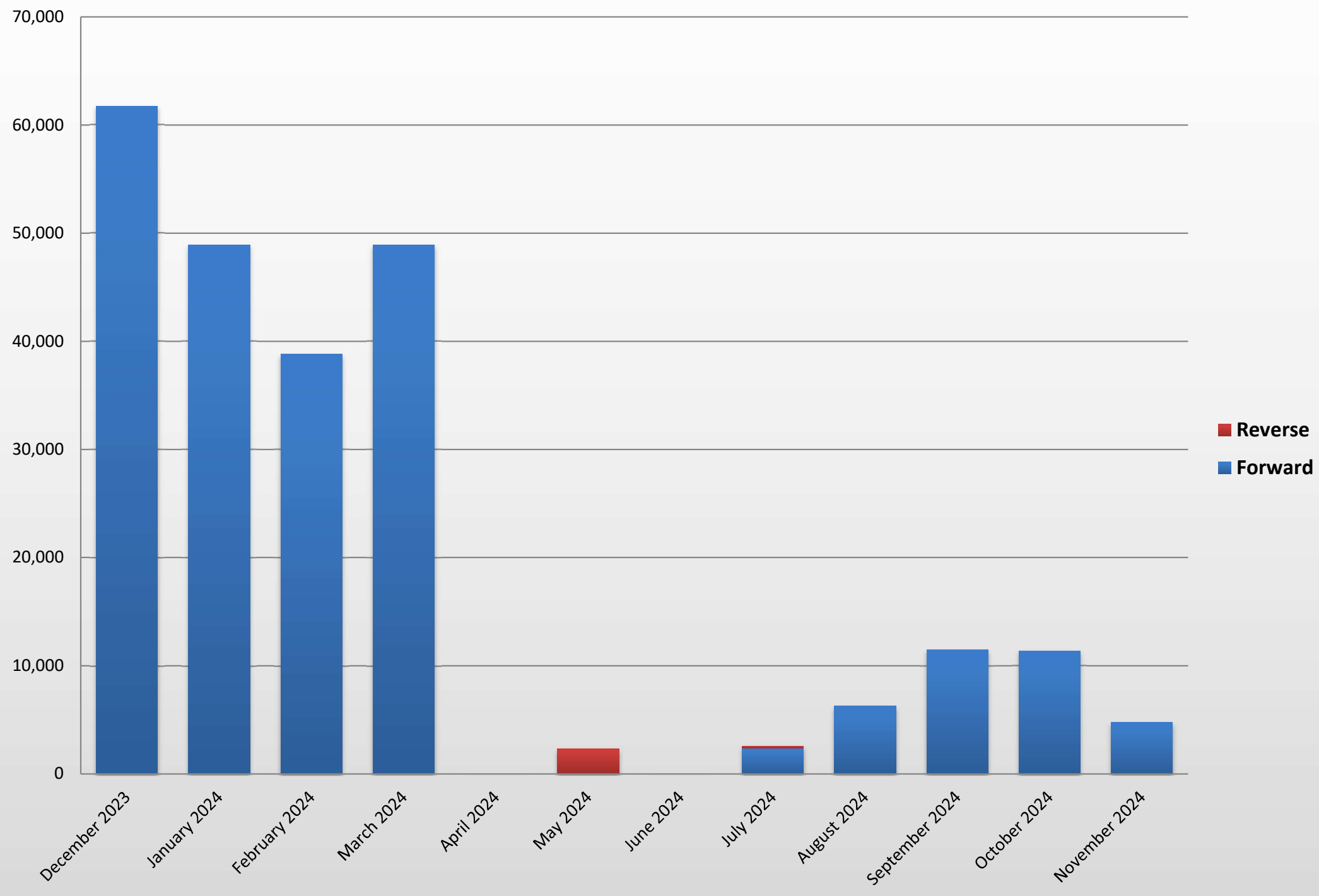
- Performed road and levee maintenance and washout repairs along CVC rights-of-way;
- Performed siphon breaker and compressor checks throughout entire CVC system;
- Performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC);
- Performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs, pump maintenance and interior MCC buildings cleaning; and
- Performed a monthly safety inspection at the CVC O&M Center.

Cross Valley Canal November 2024 Deliveries Total deliveries 4,760 af



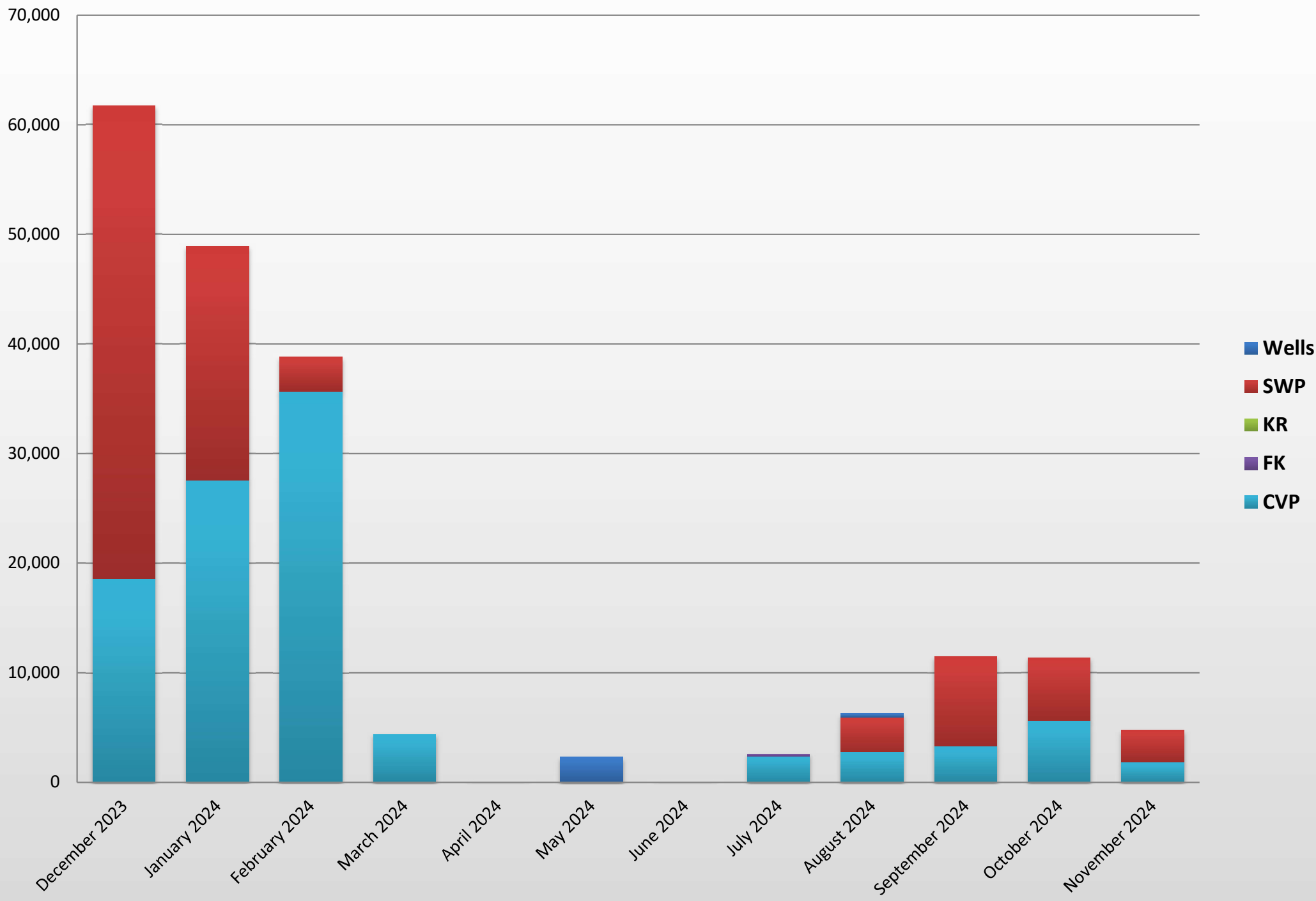
Cross Valley Canal

Twelve Month Delivery by Direction

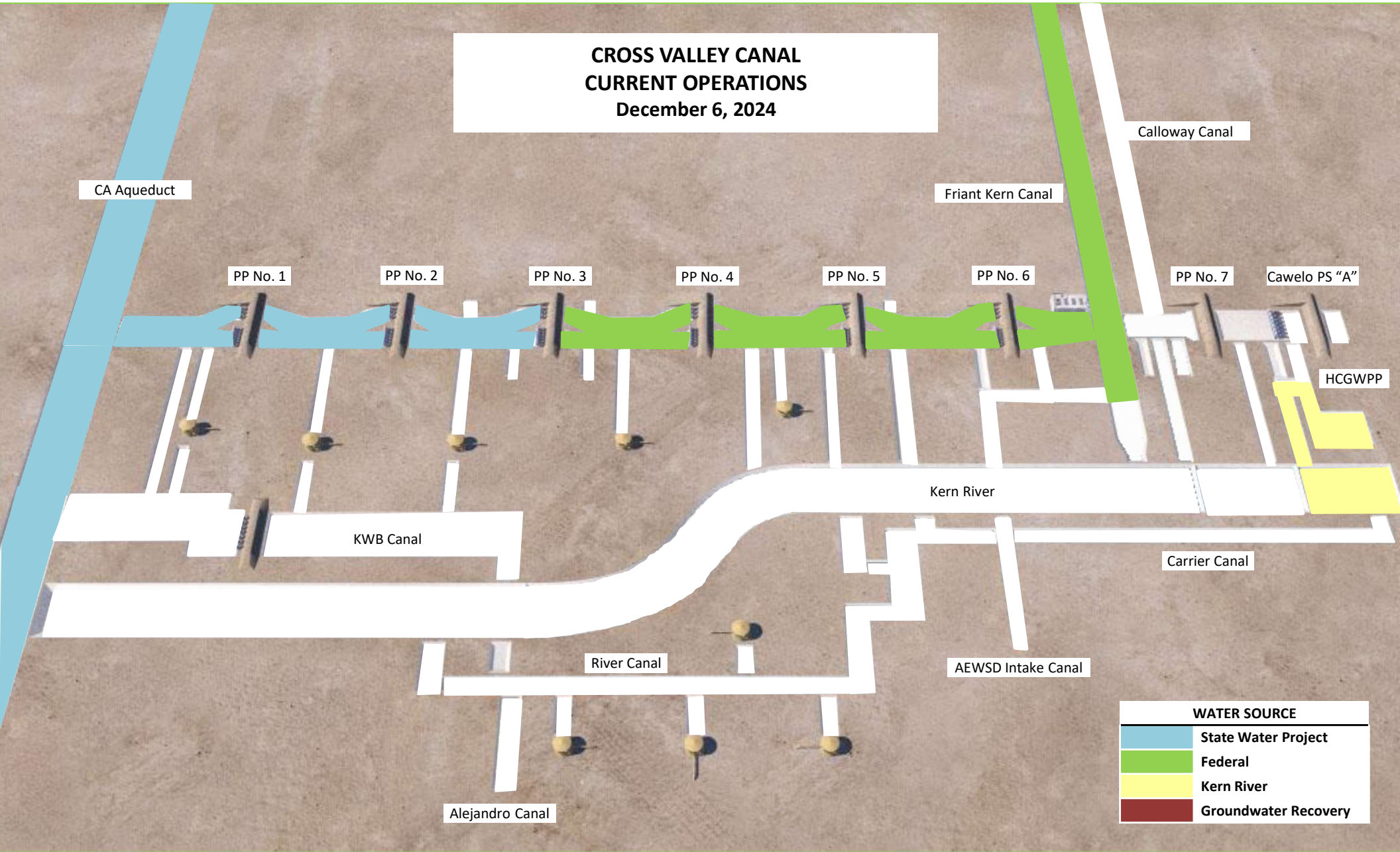


Cross Valley Canal

Twelve Month Delivery by Source

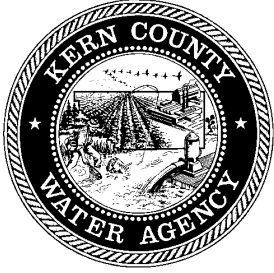


**CROSS VALLEY CANAL
CURRENT OPERATIONS
December 6, 2024**



WATER SOURCE	
Light Blue	State Water Project
Green	Federal
Yellow	Kern River
Dark Red	Groundwater Recovery

Urban Bakersfield Committee



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 1b

FROM: Thomas McCarthy

DATE: December 18, 2024

SUBJECT: Report on the Kern River Groundwater Sustainability Agency Meeting

Issue:

Report on Kern River Groundwater Sustainability Agency activities.

Recommended Motion:

None – information only.

Discussion:

The Kern River Groundwater Sustainability Agency's December 10, 2024 special meeting agenda is provided as Attachment 1.



Board Members:
Rodney Palla, Chair
Bob Smith, Vice-Chair
Gene Lundquist

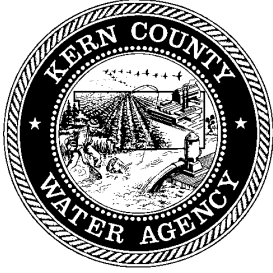
KERN RIVER GSA SPECIAL BOARD MEETING

Tuesday, December 10, 2024
10:30 a.m.

City of Bakersfield Water Resources Department
1000 Buena Vista Road, Bakersfield CA 93311
Large Conference Room

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC STATEMENTS**
- 4. APPROVAL OF MINUTES** of the October 22, 2024, Special Board Meeting
- 5. NEW BUSINESS**
 - A. Correspondence Received (City Clerk, Maldonado)
 - B. Finance Updates (McKeegan)
 - i. Receive and File Financial Report
 - C. Management Group Updates (Maldonado, McCarthy, Teglia)
 - i. Basin Coordination Committee Updates
 - ii. Approval of contract with Self-Help Enterprises to administer the Kern County Subbasin Domestic Well Mitigation Program
 - D. Adoption of 2025 KRGSA Meeting Calendar
- 6. PUBLIC HEARING**
 - A. Public Hearing to consider adoption of the 2024 Groundwater Sustainability Plan (GSP) for Kern County Subbasin
 - i. Adoption of 2024 GSP
- 7. COMMITTEE COMMENTS**
- 8. ADJOURNMENT**



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 1c

FROM: Thomas McCarthy

DATE: December 18, 2024

SUBJECT: Appointment of Representatives to the Urban Bakersfield Advisory Committee

Issue:

Consider the appointment of representatives to the 2025 Urban Bakersfield Advisory Committee.

Recommended Motion:

Appoint representatives to the 2025 Urban Bakersfield Advisory Committee, as outlined in the December 18, 2024 staff memorandum to the Urban Bakersfield Committee, Agenda Item No. 1c.

Discussion:

The Urban Bakersfield Advisory Committee (UBAC) is charged with making recommendations to the Kern County Water Agency (Agency) Board of Directors (Board) on items related to Improvement District No. 4 (ID4), such as the annual ID4 budget and use of ID4 facilities. UBAC consists of nine members: one from each of the ID4 treated water customers, one from a subcontractor to the customers, one from the City of Bakersfield and three from the Agency. Pursuant to Article 38 of the Treated Water Agreements, ID4 has requested each of its purveyors to recommend a representative to UBAC for Calendar Year 2025. Agency staff has received each purveyor's recommended representatives to UBAC and is recommending that the Agency Board appoint the 2025 representatives to UBAC as follows:

California Water Service Company

Tamara Johnson
Rafael Molina (Alternate)

Subcontractor – Oildale Mutual Water Co.

Ryan Nunneley
Don Wattenbarger (Alternate)

City of Bakersfield

Daniel R. Maldonado
Jeff Garnett (Alternate)

City of Bakersfield (2nd Seat)

Kristina Budak
Tylor Hester (Alternate)

East Niles Community Services District

Tim Ruiz
David Snyder (Alternate)

Agency Representatives

Van Grayer, Vaughn Water Company
Vacant
Vacant

North of the River Municipal Water District

Jim Tyack
Doug Nunneley (Alternate)



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 1d

FROM: Thomas McCarthy

DATE: December 18, 2024

SUBJECT: Update on the Improvement District No. 4 Water Education Program

Issue:

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

Recommended Motion:

None – information only.

Discussion:

Project WET (Water Education for Teachers)

- Water Education Consultant Sarah Clayton organized and conducted a Project WET Workshop for nine 9th-12th grade teachers located within Improvement District No. 4's (ID4) service area.
- Water Education Consultant, Sarah Clayton, worked in conjunction with Autumn Bridges, Resource Teacher, Science Instructional Services at the Kern High School District to host ID4's 2024 High School Project WET Workshop on November 5, 2024. The workshop was a professional development day for interested high school science teachers.
- Eight Project WET activities were prepared and conducted during the workshop.
- An introduction to ID4 and a Water 1A was provided by Thomas McCarthy, General Manager. Omar Zavala, Water Purification Plant Operator, and Paul Wagner, Laboratory Supervisor, conducted a Henry C. Garnett Purification Plant tour.
- Evaluations and certificates were distributed at the conclusion of the workshop.

Water Education Activities

- A quarterly summary highlighting student engagement through school presentations and teacher training conducted by Water Education Consultant Sarah Clayton is provided as Attachment 1.



Water Education

Improvement District No. 4

October - December
2024

Project WET Summary



Nine teachers attended, and seven activities were conducted during the workshop.

All participants received a water education packet that included activities for their classrooms.

Participants were introduced to Kern County's water sources and Improvement District No. 4.

Participants toured the Henry C. Garnett Water Purification Plant and lab.

Water Education Update



Fair Day

In the Classroom



Water Education Update

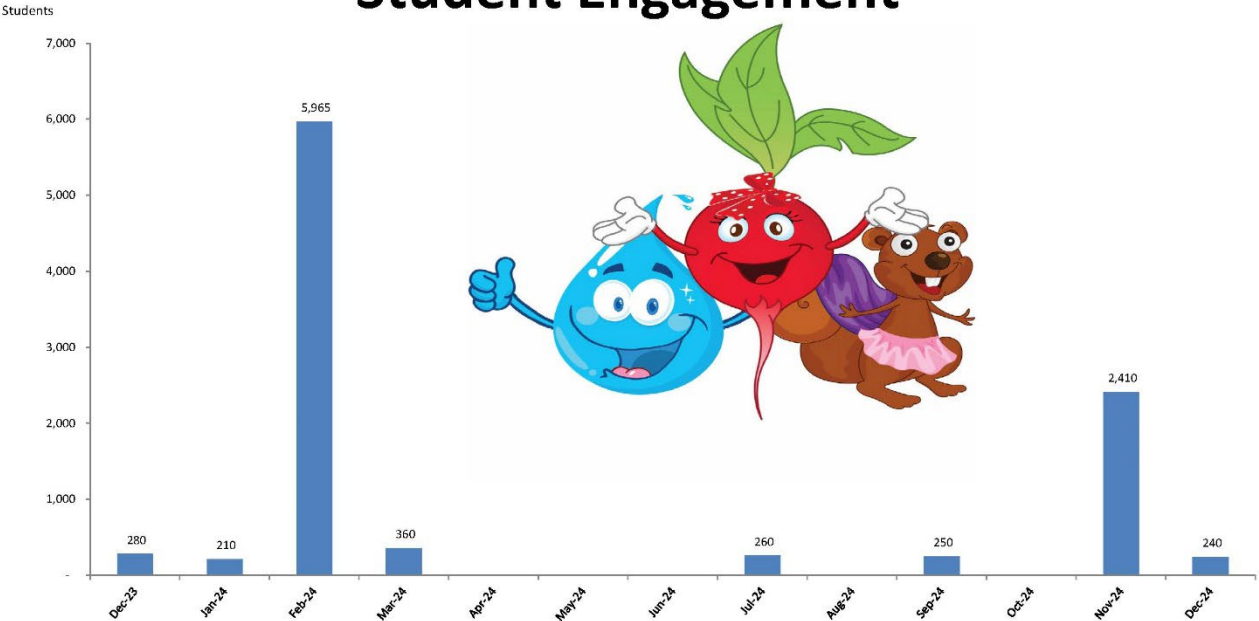
Improvement District No. 4 Student Engagement

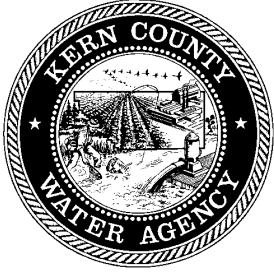
October - December 2024

Contact Information		Heroes of Water Conservation K-2 Grade			Water Education 3-4 Grade	Water Education 5-6 Grade	5th Grade Project WET Presentation	Other	High School Presentations	Teacher Trainings	Purveyor
School/Event	Date	Ruby the Radish - K	Suzie-Q's Water Conservation Campaign - 1st	Casey's Purification Journey - 2nd	Uncover the Facts! Bakersfield's Water Story	H ₂ O & You Exploring Bakersfield's Water Supplies	Incredible Journey	Community Events	Your Water Connections Sources and Careers		
Bakersfield High School	11/5/2024								150	150	CWS
Del Oro High School	11/5/2024								150	150	CWS
Liberty High School	11/5/2024								200	200	City
Liberty High School	11/5/2024								150	150	City
Liberty High School	11/5/2024								160	160	City
Terra Del Sol High School	11/5/2024								150	150	CWS
West High School	11/5/2024								100	100	City
Horace Mann	11/7/2024					120					CWS
Downtown Elementary	11/13/2024			50							CWS
Horace Mann	11/18/2024						60				CWS
Horace Mann	11/19/2024						60				CWS
Prosperity	12/2/2024					120					CWS
Prosperity	12/3/2024						60				CWS
Prosperity	12/4/2024						60				CWS
Total Students		-	-	50	-	240	240	-	1,060	1,060	2,650

Water Education Update

Student Engagement





MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 2a

FROM: Donna Semar

DATE: December 18, 2024

SUBJECT: Report on the Improvement District No. 4 2024 Water Supply and Management Plan

Issue:

A summary of the Improvement District No. 4 2024 Water Supply and Management Plan.

Recommended Motion:

None – information only.

Discussion:

A summary of the Improvement District No. 4 2024 water supply activities by source and point of delivery is provided as Attachment 1.

Units in Acre Feet unless otherwise noted.

Subject to revision.

Improvement District No. 4

November 2024

Allocation: **40%**

acre-feet

		SWP	SWP by Exchange ¹	Kern River	Bank Transfers	Total
ID4 SUPPLIES						
SWP (M&I)		30,746				30,746
SWP (Ag)		2,378				2,378
Carryover from 2023		32,461		21,522		53,983
CVC Dewatering (March)		45				45
Subtotal		65,630	-	21,522		87,152
ID4 EXCHANGES / OBLIGATIONS						
Buena Vista WSD (TRF 24-014)		(4,000)			4,000	-
Buena Vista WSD (TRF 24-030)		(30,000)	30,000			-
California Aqueduct		(5,000)				(5,000)
KCWA Op Ex		(5,350)		5,350		-
Total Exchanges/Obligations		(44,350)	30,000	5,350	4,000	(5,000)
Available Supplies		21,280	30,000	26,872	4,000	82,152
ID4 DELIVERIES						
		SWP	SWP by Exchange ¹	Kern River	Bank Transfers	Total
Month of	Henry C. Garnett Water Purification Plant			2,817		2,817
	In-District Transportation Recharge			696		696
	In-District Recharge			-		-
	Out of District Losses			450		450
	2800 AC					-
	Kern Water Bank					-
	Pioneer Project					-
Total Deliveries Month to Date		-	-	3,963	-	3,963
YTD of	Henry C. Garnett Water Purification Plant	5,627	26,837	8,475	-	40,939
	In-District Transportation Recharge	152	3,163	4,447	-	7,762
	In-District Recharge	2,071	-	600	-	2,671
	Out of District Losses	104	-	3,650	-	3,754
	2800 AC	697	-	-	-	697
	Kern Water Bank	-	-	-	-	-
	Pioneer Project	147	-	-	-	147
Total Deliveries Year to Date		8,798	30,000	17,172	-	55,970
Projected of	Henry C. Garnett Water Purification Plant			3,332		3,332
	In-District Transportation Recharge			1,506		1,506
	In-District Direct Recharge					-
	Out of District Losses			450		450
	2800 AC					-
	Kern Water Bank					-
	Pioneer Project					-
Carryover to 2025	12,483		4,412	4,000	20,894	
Total Projected Deliveries		12,483	-	9,699	4,000	26,182
Deliveries Year To Date		8,798	30,000	17,172	-	55,970
Total Deliveries		21,280	30,000	26,872	4,000	82,152
Available Supplies		-	-	-	-	-

Projected Schedule:

May - Oct

Oct - Dec

1 - SWP by Exchange with Kern River interests.



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 2b

FROM: Donna Semar

DATE: December 18, 2024

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

Issue:

A summary of the Improvement District No. 4 2025 Water Supply and Management Plan.

Recommended Motion:

None – information only.

Discussion:

A summary of the Improvement District No. 4 2025 projected water supplies and exchange obligations is provided as Attachment 1 (five percent State Water Project (SWP) Allocation).

Units in Acre Feet unless otherwise noted.

Subject to revision.

Improvement District No. 4

2025

Allocation: 5%

acre-feet

ID4 SUPPLIES		SWP	Kern River	Groundwater	Total
SWP (M&I)		3,850			3,850
SWP (Ag)		297			297
Carryover from 2024		12,538	4,358		16,896
Groundwater				31,957	31,957
Subtotal		16,685	4,358	31,957	53,001
ID4 EXCHANGES / OBLIGATIONS					
California Aqueduct				(5,000)	(5,000)
Total Exchanges/Obligations		-	-	(5,000)	(5,000)
Available Supplies		16,685	4,358	26,957	48,001
ID4 DELIVERIES		SWP	Kern River	Groundwater	Total
Projected of	Henry C. Garnett Water Purification Plant	16,474	3,078	24,731	44,283
	In-District Transportation Recharge	118	930	154	1,202
	Out of District Losses	93	350	2,072	2,515
	Carryover to 2025	-	-	-	-
	Total Projected Deliveries	16,685	4,358	26,957	48,000
	Deliveries Year To Date	-	-	-	-
Total Deliveries	16,685	4,358	26,957	48,000	
Available Supplies	-	-	-	-	
Projected Schedule:		Feb-Jun	Jan-Feb	Jul-Dec	



MEMORANDUM

20.2.1

TO: Urban Bakersfield Committee
Agenda Item No. 3

FROM: Brian Sarver

DATE: December 18, 2024

SUBJECT: Report on the Henry C. Garnett Water Purification Plant

Issue:

Report on the Henry C. Garnett Water Purification Plant.

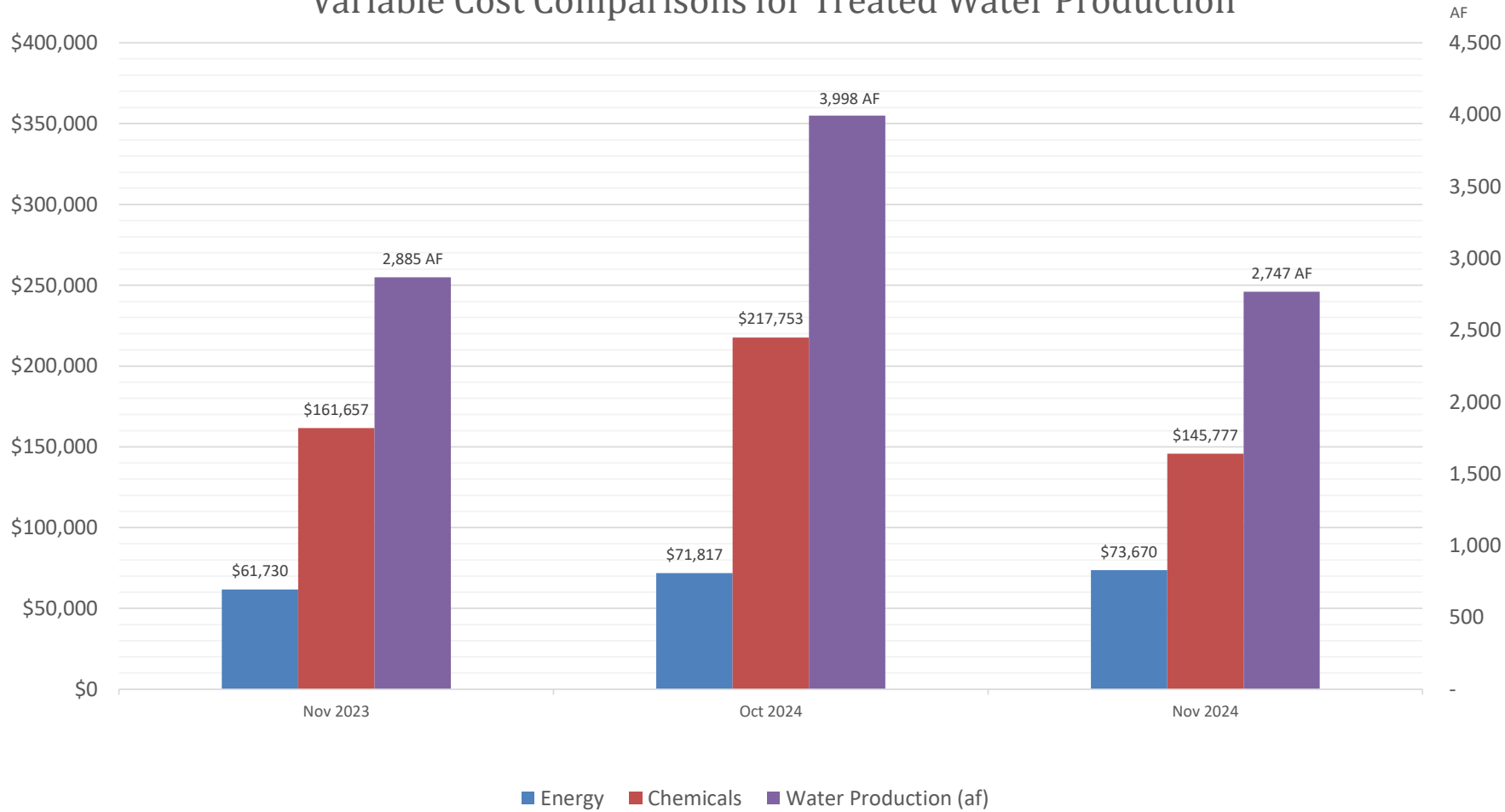
Recommended Motion:

None – information only.

Discussion:

During the month of November 2024, the Henry C. Garnett Water Purification Plant treated Kern River water. Treated water production ranged from 22.3 million gallons per day (mgd) to 41.8 mgd. The average flow for the month was 30.6 mgd. A summary of variable cost comparisons for treated water production is provided as Attachment 1. Graphs illustrating monthly influent and filtered water total organic carbon concentrations, distribution system regulated Haloacetic Acids and Total Trihalomethane concentrations are provided as Attachment 2. A graph reflecting treated water deliveries for years 2020, 2021, 2022, 2023 and 2024 is provided as Attachment 3.

Variable Cost Comparisons for Treated Water Production



Current energy costs are estimated. Actual costs are determined when energy invoices are received.



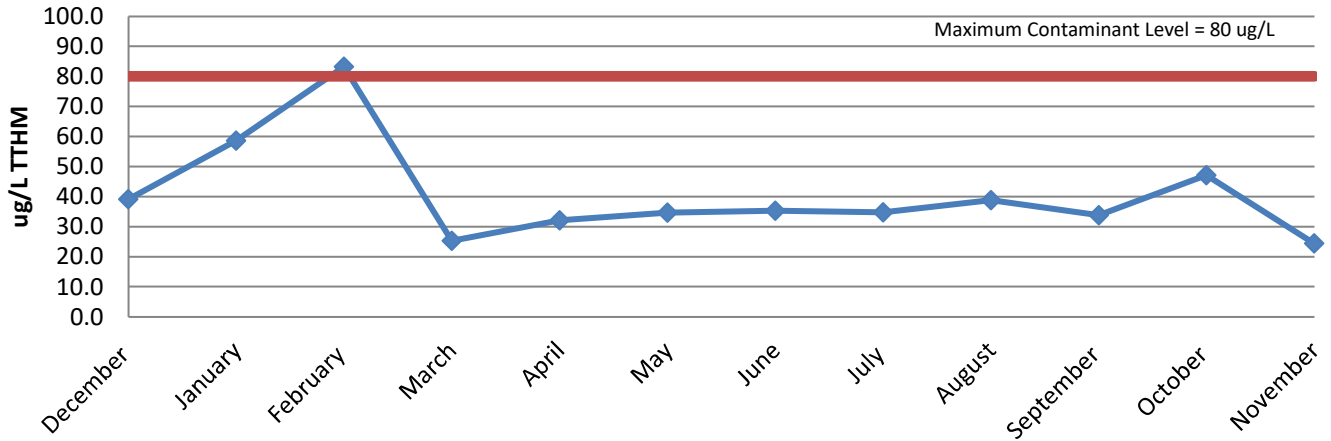
Kern County Water Agency

ID4 Water Quality Laboratory

The following graphs represent data collected from December 2023 to November 2024

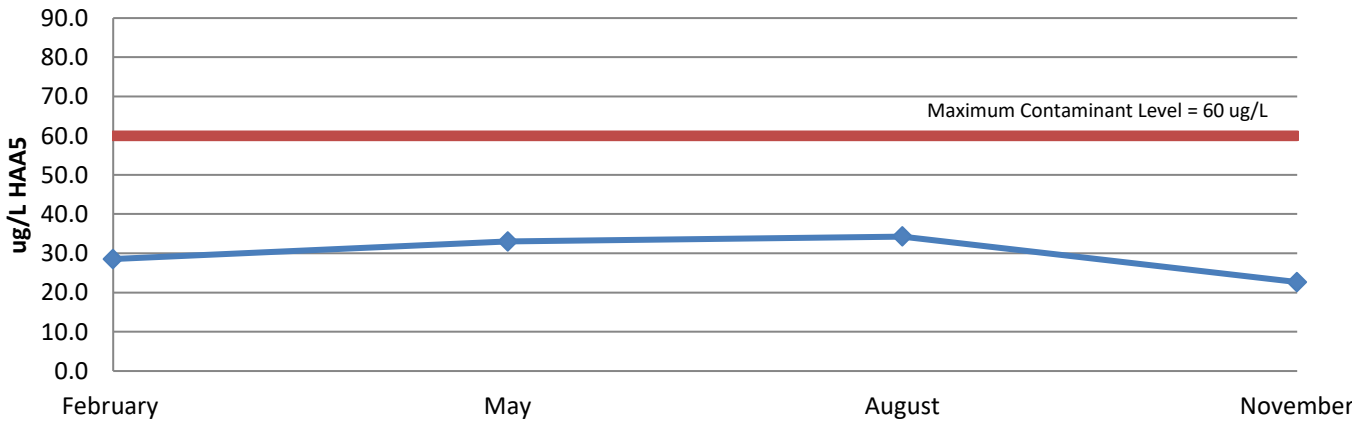
Total Trihalomethanes (TTHM)

Distribution System Monthly Average TTHM Concentration
December 2023 - November 2024



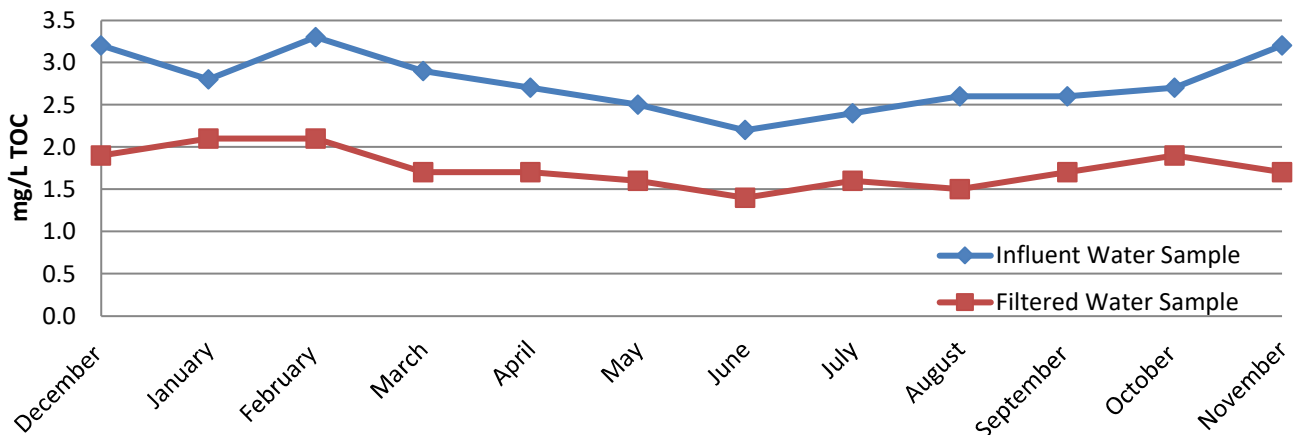
Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average HAA5 Concentration
December 2023 - November 2024

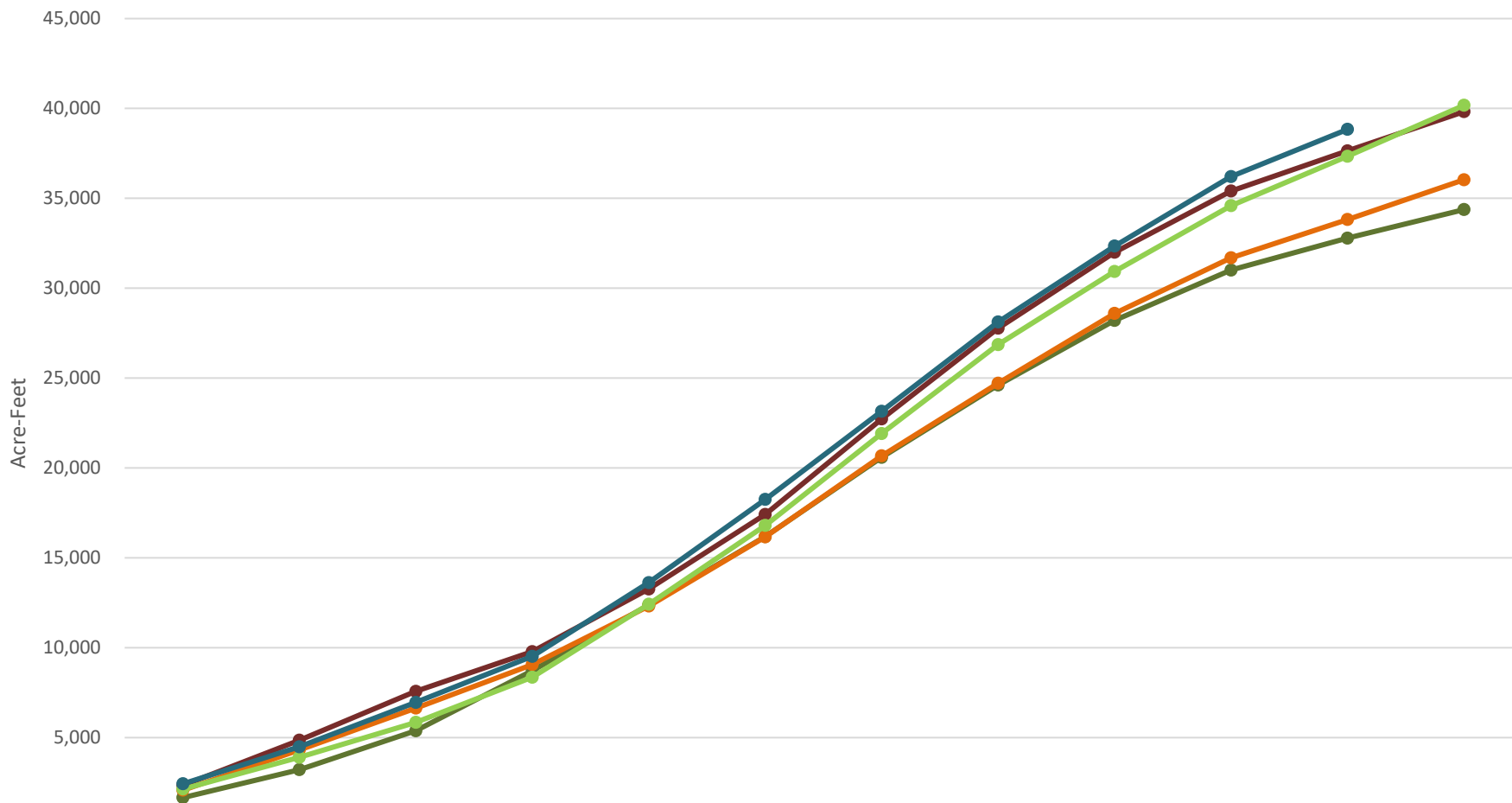


Total Organic Carbon (TOC)

Monthly Influent Water and Filtered Water TOC Concentration
December 2023 - November 2024



Henry C. Garnett Water Purification Plant Treated Water Delivery Comparison Year to Date



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	2,349	4,853	7,575	9,782	13,268	17,414	22,723	27,772	31,995	35,402	37,637	39,823
2021	1,661	3,216	5,382	8,722	12,377	16,183	20,591	24,611	28,205	31,005	32,785	34,377
2022	2,079	4,316	6,638	9,061	12,317	16,168	20,671	24,708	28,596	31,689	33,820	36,032
2023	2,138	3,902	5,845	8,356	12,417	16,800	21,915	26,859	30,931	34,587	37,338	40,176
2024	2,429	4,489	6,959	9,520	13,621	18,248	23,152	28,118	32,343	36,206	38,835	