

Board Meeting



January 2025

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, January 21, 2025 - 7:00 a.m.

CALL TO ORDER

PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of December 13, 2024, Special Board Meeting
 - B. Approve Minutes of December 17, 2024, Regular Board Meeting
2. Consent Calendar
(The Board will consider various non-controversial routine items, issues and reports relating to matters of interest to the District. Any Board member or member of the public may request that any or all items be considered and acted upon independently.)
 - A. District Groundwater Levels
 - B. District Exchange Balances
 - C. Operations Report
 - D. Approve Task Order 25-01 for General Engineering Support, GEI Consultants
 - E. Approve Task Order 25-02 for General SGMA Support, GEI Consultants
3. General Informational Items
 - A. Kern River Watermaster Report
 - B. Kern River Watershed Coalition Authority/Kern Water Collaborative Update*
4. Financial Matters
 - A. Approve Treasurer's Report
 1. NKWSD
 2. RRID
 - B. Monthly Financial Statements
 - C. Water Sales
 - D. Accounts Receivable
 - E. Approve Accounts Payable
5. Consulting District Engineer
 - A. Project Summary
 - B. Status of Grants*
 - C. Irrigated Lands Regulatory Program/CV-Salts*
6. Budget and Personnel Committee
7. Engineering Committee
 - A. Consider Contract for Surveying and Geotechnical Services for the Calloway Concrete Lining Project, Pinnacle and Krazan

8. Groundwater Committee
 - A. North Central Kern (NCK) GSA
 1. Update on GSP Submittal*
 2. Consider Subbasin Contracts and Cost Share Agreement for GSP Annual Report Services, Todd GW/GEI
9. Produced Water Ad Hoc Committee*
10. Negotiating Committee*
11. Counsel of District
 - A. Adopt Resolution 25-XX for Determination That No Election be Held on March 4, 2025 for Divisions 1, 3, and 4 and Requesting Appointment of Directors Therefor
12. Rosedale Ranch Improvement District*
13. General Manager's Report*

OTHER BUSINESS

14. Closed Session Matters:
 - A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
(Govt. Code Section 54956.9(a) and (d)(1))
 - (i) North Kern Water Storage District v. City of Bakersfield
(VCSC #56-2011-00408712-CU-CO-VTA)
 - (ii) Appeal of Regional Board General Order (R5-2013-0120) for Tulare Lake Basin to State Water Resources Control Board (re. Irrigated Lands Regulatory Program)
 - (iii) State Water Resources Control Board, Administrative Hearing Office
Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676, 31677, and 31819
 - (iv) North Kern Water Storage District v. Rosedale Estates
(BCV-24-101361)
 - (v) North Kern Water Storage District v. Crimson Resource Management
(BCV-23-101912)
 - (vi) Bring Back the Kern et al. v. City of Bakersfield (Defendant/Respondent) and Buena Vista Water Storage District et al. (Real Parties in Interest)
(BCV-22-1030220)
 - B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one case
 - C. PERSONNEL MATTERS
(Govt. Code Section 54957)
 - D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Govt. Code Section 54956.8) – use of District and landowner facilities for various potential water management programs; negotiator, David Hampton

15. Adjournment

*Oral report to be provided at the meeting.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 1A

BOARD OF DIRECTORS
North Kern Water Storage District
Minutes of the Special Meeting of December 13, 2024

A Special Meeting of the Board of Directors of North Kern Water Storage District was held in person commencing at 11:00 a.m., on December 13, 2024.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Robert Holtermann, Joel Ackerknecht, Winn Glende and Kristen Camarena. Others present: David Hampton (General Manager), Ram Venkatesan (Deputy General Manager) Marinelle Duarosan (Controller), Christy Castaneda (Administrative Assistant), Alan Doud and Mark Bateman (District Counsel – Young Wooldridge).

President Andrew called the meeting to order at 11:02 am and opened the floor for public comments. At this time, there were none.

President Andrew asked the Board to begin the Public Hearing for the final 2024 Kern County Subbasin Groundwater Sustainability Plan considered for adoption. Director Andrew then opened the hearing to the public for questions, comments and/or objections. There were none. At 11:03 a.m. President Andrew closed the public hearing.

(24-115) Upon motion of Director Glende seconded by Director Holtermann, and unanimously carried, to approve Adoption of the Kern County Subbasin 2024 Groundwater Sustainability Plan and all Exhibits. The Motion was passed and approved by the following roll-call vote:

AYES:	Directors Andrew, Ackerknecht, Glende, Camarena, and Holtermann
NOES:	None
ABSENT:	None
ABSTAIN:	None

(24-116) Upon motion of Director Ackerknecht seconded by Director Glende and unanimously carried, to approve the Second Amended Kern County Subbasin Coordination Agreement among subbasin Groundwater Sustainability Agencies.
(Ayes: Andrew, Ackerknecht, Camarena, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

(24-117) Upon motion of Director Holtermann seconded by Director Camarena and unanimously carried, to approve a contract with Self- Help Enterprises to administer the Kern County Subbasin Domestic Well Mitigation Program.
(Ayes: Andrew, Ackerknecht, Camarena, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

(24-118) Upon motion of Director Ackerknecht seconded by Director Camarena and unanimously carried, to approve the Memorandum of Understanding Between Kern Water Collaborative and Groundwater Sustainability Agencies in the Kern Subbasin.
(Ayes: Andrew, Ackerknecht, Camarena, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

The President publicly stated that the legal authorities for holding Closed Session at today's Special Board Meeting are the following sections of the California Government Code:

A. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: one case

The above legal grounds were determined to exist based on advice of counsel, and discussion of such matters in an Open Session would cause prejudice to the District. The Board went into Closed Session at 11:15 a.m.

The Board reconvened back into open session at 11:30 a.m. There were no reportable actions.

At this time, the Ethics Training commenced and was over at 1:40 pm.

Respectfully Submitted,

David Hampton, General Manager

Approved by Board
January 21, 2025

Joel Ackerknecht, Vice President

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 1B

BOARD OF DIRECTORS
North Kern Water Storage District
Minutes of the Meeting of December 17, 2024

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:05 a.m., on December 17, 2024.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Winn Glende, Kristen Camarena, Robert Holtermann and Joel Ackerknecht. Others present: David Hampton (General Manager), Ram Venkatesan (Deputy General Manager) Marinelle Duarosan (Controller), Heather Williams (Operations Superintendent), Angel Ventura (Staff Engineer) of North Kern Water Storage District, Alan Doud, Scott Kuney, Brett Stroud and Mark Bateman (District Counsel - Young Wooldridge), Guests present: John Gaugel, Stephanie Hearn, Carlos Rascon, and Sonia Lemus.

President Andrew called the meeting to order at 7:05 am and opened the floor for Public Comments. At this time, Mr. Carlos Rascon presented his case on behalf of The Roman Catholic Bishop of Fresno regarding the 2024 RRID Base Service Charge invoice. Mr. Rascon provided a letter to the Board explaining the Church's request to reclassify the 48.89 acres from developed to undeveloped land. He described and presented drawings of the Church's development plans consisting of 12 acres in Phase 1 which includes burial sections with landscaping, while the remaining acreage is currently undeveloped vacant land. The Board informed Mr. Rascon that the Church's request will be discussed and deliberated during Closed Session and a final decision will be communicated to them.

Board of Directors –

- (24-119) Upon motion of Director Ackerknecht, seconded by Director Camarena and unanimously carried, to approve the minutes from the November 19, 2024, Regular Board Meeting.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

Consent Calendar –

Consent Calendar included the following:

- A. District Groundwater Levels
- B. District Exchange Balances
- C. Operations Report
- D. Approve 2024 District Membership and Support
- E. Adopt WEEG Grant Application Resolution for Calloway Canal Lining
- F. Adopt WaterSMART DRP Grant Application Resolution for Replacement Well and Facilities
- G. Approve License Agreements for Solar Cleaning Installations, EFR Solar LLC

General Manager Hampton stated that due to the nature of Items E and F of the above, these items will require to be removed from the Consent Calendar.

- (24-120) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to remove Items E and F from the Consent Calendar and approve all remaining items on the Consent Calendar.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

Deputy General Manager Ram Venkatesan discussed the \$4.8 million grant awarded to the District from the Bureau of Reclamation (BOR) for the Calloway Canal Lining from Fruitvale Avenue to Case Street. As part of the award process, BOR requires adoption of a resolution:

- (24-121) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried, adopt Resolution 24-121 to authorize the General Manager to submit a grant

application and enter into agreement with the Bureau of Reclamation for grant funding under the *Water and Energy Efficiency Grants for Fiscal Year 2024* to concrete line the Calloway Canal from Fruitvale Avenue to Case Street. The Resolution was passed and approved by the following roll-call vote:

AYES: Directors Andrew, Ackerknecht, Glende, Camarena, and Holtermann
NOES: None
ABSENT: None
ABSTAIN: None

Deputy General Manager Ram Venkatesan discussed the \$4.0 million grant awarded to the District from the Bureau of Reclamation (BOR) for the construction of new and replacement wells and associated facilities. As part of the award process, BOR requires adoption of a resolution:

(24-122) Upon motion of Director Ackerknecht and seconded by Director Holtermann, unanimously carried, adopt Resolution 24-122 to authorize the General Manager to submit a grant application and enter into agreement with the Bureau of Reclamation for grant funding under the *WaterSMART Drought Response Program* to construct new/ replacement wells and associated facilities. The Resolution was passed and approved by the following roll-call vote:

AYES: Directors Andrew, Ackerknecht, Glende, Camarena, and Holtermann
NOES: None
ABSENT: None
ABSTAIN: None

General Informational Items –

Watermaster Arthur Chianello's written report was provided as part of the Board meeting packet.

Financial Matters –

(24-123) Upon motion of Director Camarena, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the North Kern Water Storage District for the month of November as presented.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

(RR24-124) Upon motion of Director Camarena, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the Rosedale Ranch Improvement District for the month of November as presented.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

The Financial Statements, Summary of Water Sales and the Accounts Receivable reports for the month of November were reviewed and accepted as presented.

(24-125) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried, to approve payment of the Accounts Payable balance for the North Kern Water Storage District for the month of November as presented.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

(RR24-126) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried, to approve payment of the Accounts Payable balance for the Rosedale Ranch Improvement District for the month of November as presented.
(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

Consulting District Engineer – Ms. Hearn provided an update on the following:
Project Summary – No significant activity to report at this time.

Status of Grants – Ms. Hearn stated that GEI’s grant team have been busy working on reporting and grant submittals. She summarized the status of construction projects and its related grant activities noting that there are two pending grants with DWR and BOR totaling \$14.9 million and eight active grants totaling \$11.3 million. Ms. Hearn indicated that the success rate on grant awards has improved due to better communication of the District’s operations by providing better explanations and presentation of key operational goals.

Irrigated Lands Regulatory Program/CV Salts – No significant activity to report at this time.

Budget & Personnel Committee –

General Manager Hampton reported that Staff met with the Budget and Personnel Committee on December 6th to discuss the 2025 COLA Salary Adjustments in detail as a follow-up from discussions held at the November regular meeting. It was reported that the Committee concurred with Staff’s recommendation.

- (24-127) Upon motion of Director Ackerknecht, seconded by Director Camarena and unanimously carried, to approve setting the District’s merit and cost of living adjustment (COLA) at 3.0% and to adjust the District’s Salary Schedules accordingly effective December 30, 2024 (the first day of the 2025 pay-period).

(Ayes: Andrew, Ackerknecht, Glende & Camarena: Noes: None, Absent: Holtermann, Abstain: None)

General Manager Hampton presented the final 2025 Budget based on discussions with the Budget and Personnel Committee on December 6th noting that an adjustment was made to the original Budget related to the duplication of solar costs. He stated that the Budget was based on a 40% A-J hydrology but will be reviewed in early 2025 to adjust this projection depending on hydrologic conditions at that time. The final Budget sets the water toll rates at \$250/AF with the Board’s discretion to offset the rate using some portion of the Rate Stabilization Reserve funds as deemed necessary. In the meantime, the Board directed Staff to maintain the current water toll rate of \$200/AF.

- (24-128) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the revised 2025 North Kern Water Storage District and Rosedale Ranch Improvement District Budgets and direct Staff to closely track the Kern River Watershed precipitation through the winter/spring and make recommendations to the Board to adjust water tolls as necessary to match the District’s costs and revenues with anticipated Kern River supplies.

(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

- (24-129) Upon motion of Director Camarena, seconded by Director Glende and unanimously carried, to adopt the Publicly Available Pay Schedule as presented, effective for year 2025.

(Ayes: Andrew, Ackerknecht, Glende, Holtermann & Camarena: Noes: None, Absent: None, Abstain: None)

Engineering Committee – No report at this time.

Groundwater Committee –

General Manager Hampton reported that the final Kern Subbasin GSP was submitted to the State Board on December 16th as planned. The GSP and related documents have been made available through the District’s website.

Produced Water Ad Hoc Committee – No report at this time.

Negotiating Committee – No report at this time.

Counsel of District – No report at this time.

Rosedale Ranch – No report at this time.

General Manager's Report – General Manager Hampton reminded the Board of the Director Elections deadline for submitting nomination signatures.

The President publicly stated that the legal authorities for holding Closed Session at today's Board Meeting are the following sections of the California Government Code:

- A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
(Govt. Code Section 54956.9(a) and (d)(1))
 - (i) North Kern Water Storage District v. City of Bakersfield
(VCSC #56-2011-00408712-CU-CO-VTA)
 - (ii) Appeal of Regional Board General Order (R5-2013-0120) for Tulare Lake Basin
to State Water Resources Control Board (re. Irrigated Lands Regulatory
Program)
 - (iii) State Water Resources Control Board, Administrative Hearing Office
Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676,
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(BCV-22-1030220)
- B. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: one case
- C. PERSONNEL MATTERS
(Govt. Code Section 54957)
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Govt. Code Section 54956.8) – use of District and landowner facilities for
various potential water management programs; negotiator, David Hampton

The above legal grounds were determined to exist based on advice of counsel, and discussion of such matters in an Open Session would cause prejudice to the District. The Board went into Closed Session at 8:21 a.m.

The Board reconvened back into open session at 9:45 a.m. There were no reportable actions.

Respectfully Submitted,

David Hampton, General Manager

Approved by Board
January 21, 2025

Kevin Andrew, President

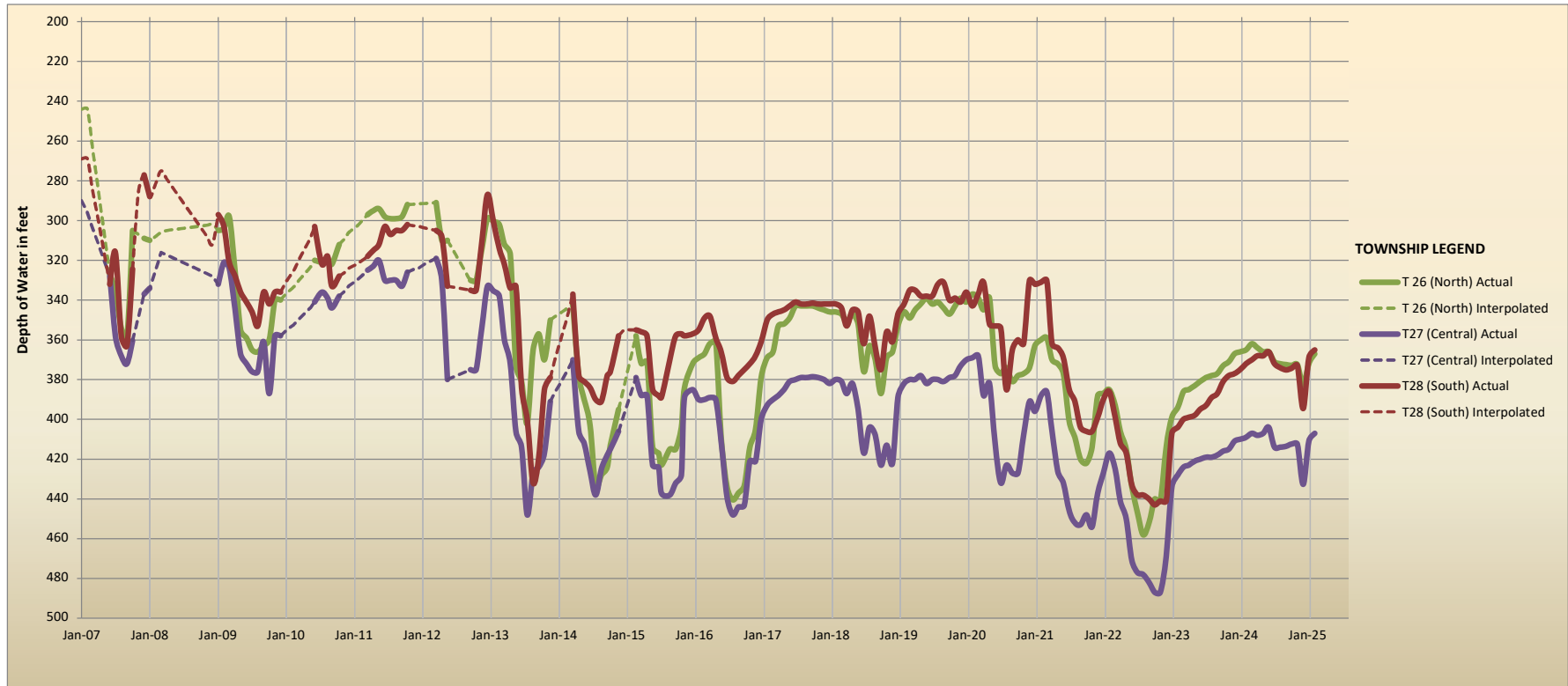
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2
Consent Calendar

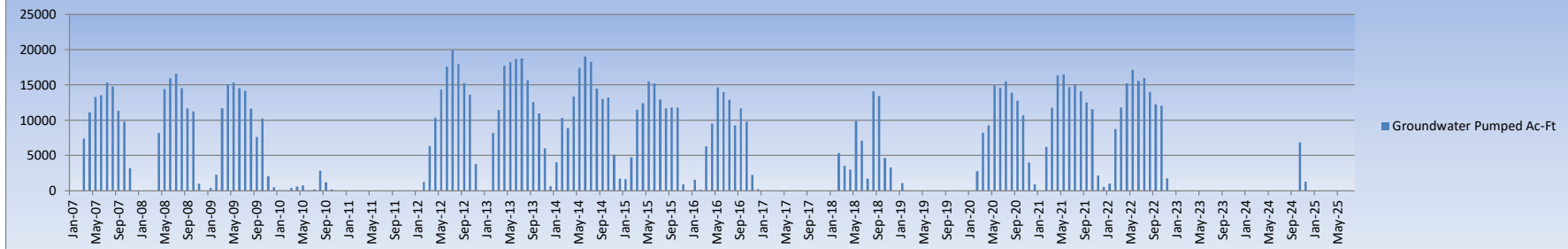
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



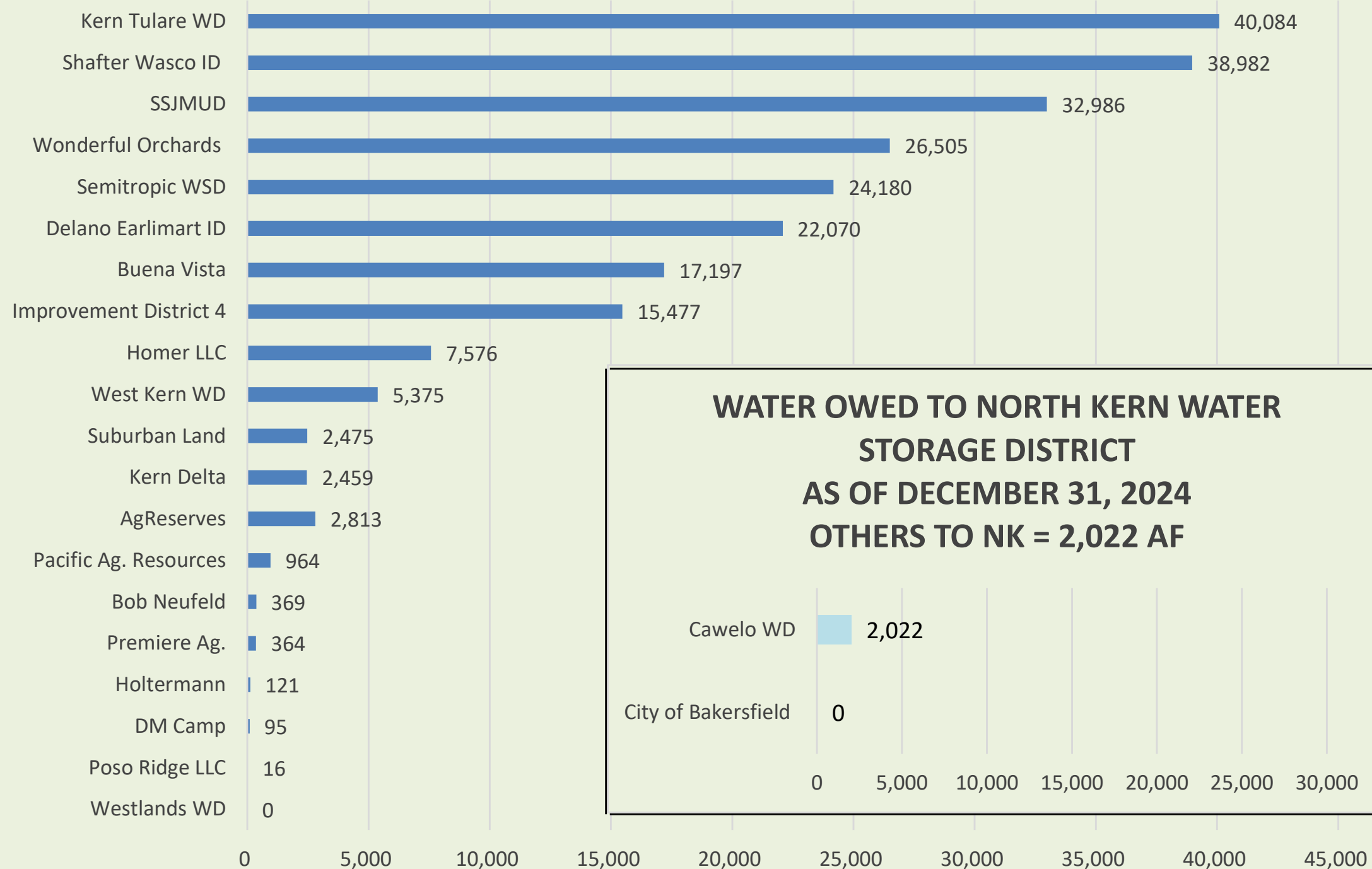
DISTRICT DEEP WELL PRODUCTION Ac-Ft



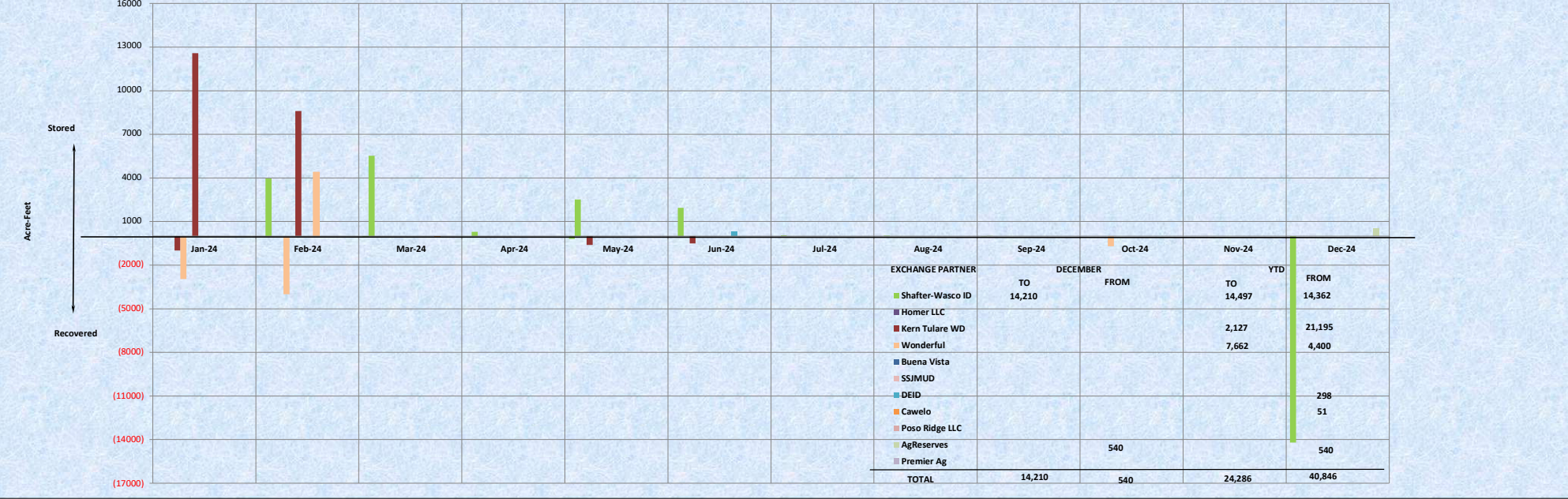
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
DECEMBER 31, 2024
NK TO OTHERS = 240,105 AF**



NORTH KERN WATER STORAGE DISTRICT
MONTHLY EXCHANGE QUANTITIES FOR 2024
(QUANTITIES IN AF)
(INCLUDES LEAVE BEHIND)



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 17, 2025

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 154,728 AF. The Natural flow has averaged 400 CFS over the past week. The Regulated outflow is 300 CFS. The District's share of storage is estimated to be 33,000 AF. Daily Kern River entitlement is zero. We are receiving an estimated 65 CFS/day of KDWD release water that is being diverted into our storage at Lake Isabella.
2. The annual District maintenance shutdown will be coming to an end on January 26th.
3. CRC produced water continues to be diverted to Rosedale Spreading. Daily flows are averaging 14 CFS. Califia continues with 1 CFS into the Lerdo.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2D

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
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NORTH KERN WATER STORAGE DISTRICT

January 14, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Camarena, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Task Order with GEI Consultants for Technical Support to the District's General Engineering Tasks

RECOMMENDED MOTION:

“Authorize the General Manager to execute Task Order 25-01 with GEI Consultants for providing technical support to the District's General Engineering Tasks for a budget amount not-to-exceed \$50,000.”

DISCUSSION:

GEI Consultants (“GEI”) from time to time provides technical support for the District's general engineering tasks such as tasks related to water resources management, facilities and infrastructure, general consultation meetings, Board meetings etc., Staff requested GEI provide a task order (Exhibit “A”) that will cover activities related to providing general engineering services for calendar-year 2025 and GEI has provided the Task Order 25-01 with an estimated budget of \$50,000. The estimated budget of \$50,000 is consistent with previous years usage of GEI's services.

Staff recommends Board approval for the General Manager to execute Task Order 25-01 with GEI Consultants for providing technical support to the District's General Engineering Tasks for a budget amount not-to-exceed \$50,000.

Attachments:

Exhibit “A”: Task Order 25-01 from GEI Consultants



January 14, 2025

Consulting
Engineers and
Scientists

David Hampton
General Manager
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308

**PROFESSIONAL SERVICES AGREEMENT
EXHIBIT A – SCOPE OF WORK
FOR
TASK ORDER 25-01, GENERAL ENGINEERING SERVICES**

This Task Order defines a Scope of Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc., (GEI) for North Kern Water Storage District (NKWSD, North Kern, District) per the terms and conditions of the Professional Services Agreement dated November 16, 2017, except as amended herein.

SCOPE OF SERVICES

Many tasks are of sufficient scope, duration, and budget to warrant a standalone Task Order which involves a unique GEI project number and invoice. This Task Order is intended to provide a budget authorization to fund generally small requests for engineering services from time to time with minimal or no additional paperwork or delay at the time of the request. By definition, as-requested tasks are not known at this time; however, it is anticipated that they would be generally related to supporting the district's various water resource management activities, such as performing specific technical tasks; participating in meetings; and general consulting. Participation in the District's Board Meetings would also be included under this Task Order. It is recognized that as-requested work may lead to the establishment of separate budget authorizations and separate project numbers as appropriate.

SCHEDULE

This Task Order is intended to cover activities related to providing general engineering services in calendar-year 2025. The schedule for completion of any given assignment will be coordinated with District staff.

BUDGET

Based on expenditures in previous years, a budget of \$50,000 is proposed for calendar-year 2025. This is a budget to work against in responding to District requests for engineering assistance; it is not a cost estimate for a pre-determined scope of work. Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement, with labor billed at 3.05 times labor rate, and expenses billed at five percent above cost. All work will be performed on a time and materials not to exceed basis.

AUTHORIZATION

This Task Order is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:
NORTH KERN WATER STORAGE
DISTRICT

Accepted by:
GEI CONSULTANTS, INC.

By: _____

By:  _____

Title: _____

Title: Stephanie Hearn, Branch Manager

Date: _____

Date: January 14, 2025

By:  _____

Title: Sam Schaefer, Senior Engineer

Date: January 14, 2025

PROJECT NUMBER

All work will be billed under a new, unique GEI project number.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2E

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



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NORTH KERN WATER STORAGE DISTRICT

January 14, 2025

TO: GROUNDWATER COMMITTEE
Directors Camarena and Holtermann, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Approve Task Order with GEI Consultants for providing SGMA Implementation Support

RECOMMENDED MOTION:

“Authorize the General Manager to execute Task Order 25-02 with GEI Consultants for providing SGMA implementation support for a budget amount not-to-exceed \$10,000.”

DISCUSSION:

GEI Consultants (“GEI”) regularly provides support for the District’s SGMA annual monitoring and reporting requirements. GEI coordinates with District staff in collecting and reporting required groundwater level measurements and water quality results for the District’s SGMA GSP plan. Additionally, GEI also prepares quarterly SGMA Progress Reports and coordinates with municipalities and other agencies as requested by the District.

Staff requested GEI to provide a task order (Exhibit “A”) to provide annual implementation support and to address other general SGMA-related requests.

Staff recommends Board approval for the General Manager to execute Task Order 25-02 with GEI Consultants for providing SGMA implementation support for a budget amount not-to-exceed \$10,000.

Attachments:

Exhibit “A”: Task Order 25-02 from GEI Consultants



January 14, 2025

Consulting
Engineers and
Scientists

David Hampton
General Manager
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308

**PROFESSIONAL SERVICES AGREEMENT
EXHIBIT A – SCOPE OF WORK
FOR
TASK ORDER 25-02, SGMA IMPLEMENTATION SUPPORT**

This Task Order defines a Scope of Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc., (GEI) for North Kern Water Storage District (NKWSD, North Kern, District) per the terms and conditions of the Professional Services Agreement dated November 16, 2017, except as amended herein.

SCOPE OF WORK

This Task Order is to provide support for the District's annual monitoring and reporting requirements, as well as other as-needed support. The scope of work is to assist with small requests for SGMA implementation services.

SCHEDULE

Work described in Task Order will begin upon authorization and will continue through December 2025. The timeline for completing annual support tasks will be determined by District requests. Routine tasks and deliverables that GEI will continue to assume responsibility for are summarized in the following bullet points.

- Coordinate with District staff to collect Spring and Fall water level measurements and other compliance-related tasks.
- Support coordination, outreach and engagement with stakeholders, municipalities, adjacent districts, as requested.
- Prepare quarterly SGMA Progress Reports to inform on Subbasin activities, seasonal water level measurements, and implementation of Projects and Management Actions.
- Other tasks, as requested.

BUDGET

Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement, with labor billed at 3.05 times labor rate, and expenses billed at five percent above cost. All work will be performed on a time and materials not to exceed basis. Based on the Scope of Work previously described, we suggest authorizing a **\$10,000** budget. The budget by task shall

not be exceeded without written authorization from the District.

AUTHORIZATION

Task Order No. 25-02 is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:

NORTH KERN WATER
STORAGE DISTRICT

Accepted by:

GEI CONSULTANTS, INC.

By: _____

Title: _____

Date: _____

By: Stephanie Hearn

Title: Stephanie Hearn, Branch Manager

Date: January 14, 2025

By: Sam Schaefer

Title: Sam Schaefer, Sr. Program Manager

Date: January 14, 2025

ACCOUNTING CODES

All work will be billed under a new GEI project number.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

KERN RIVER WATERMASTER

achianello@krwatermaster.org

661-549-6313

To: Kern River Interests

January 5, 2025

From: Art Chianello
Kern River Watermaster

RE: Report of Recent Activities

Cloud Seeding - Cloud seeding operations since the start on November 1st are shown in the table below.

Nov 11		Ground generator burned for 4.5 hrs
Nov 14		Ground generator burned for 10.1 hrs
Nov 25	Seeding flight 2.3 hrs	No ground generators due to freezing temps only at higher elevations
Nov 26	Seeding flight 1.4 hrs	Ground generators burned for 10.2 unit hrs
Dec 14	Seeding flight 1.4 hrs	No ground generators due to freezing temps only at higher elevations
Dec 24	Seeding flight 1.0 hrs	
Dec 27		Ground generators burned for 18.7 unit hrs

Basin Runoff and Reservoir Operations

December:

Total inflow to Isabella Lake was 27.6 TAF (ave. Dec. inflow is 28.7 TAF)

Total outflow was 25.0 TAF

End of month storage was 155,293 AF

January 4th current conditions:

Inflow 490 cfs

Outflow 415 cfs

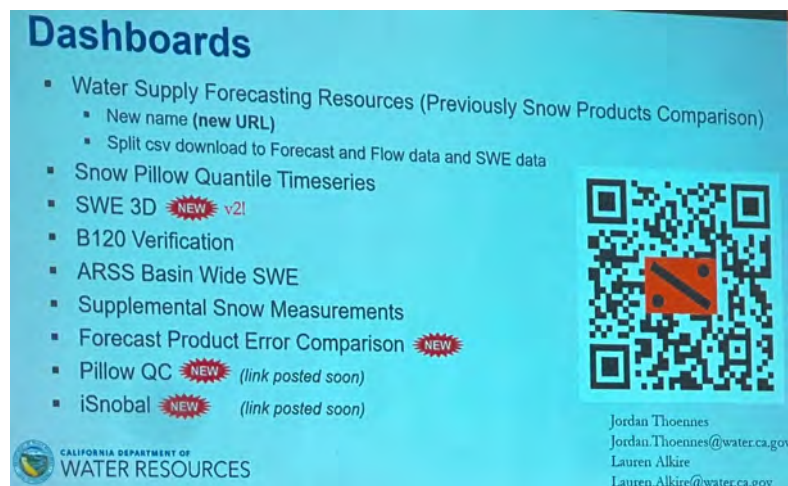
Storage 155,349 AF (average storage for Jan. 4th is 143,932 AF)

April - July Forecast - The California Nevada River Forecast Center (CNRFC) January 5th A-J runoff forecast is 63% of mean or approximately 292 TAF. This forecast assumes normal conditions going forward.

Tulare Basin 6-Station Index - California Data Exchange Center (CDEC) 6-Station precipitation index for January 5th shows the precipitation amount to be 70% of average for this day. It's interesting to note that this same index for January 8, 2024 was only 38% of average. This difference is shown graphically in the following chart entitled "Southern Region Snowpack as of 1/3/2025".


8-14 Day Forecast - The 8-14 Day temperature and precipitation probability outlook (January 13-19) is near normal for temperature and leaning below normal chance for precipitation.

California Cooperative Snow Survey Annual Meeting - The California Department of Water Resources unveiled several new informational dashboards on their website at their annual cooperators meeting. These dashboards can be accessed at <https://snow.water.ca.gov>. The information provided in these dashboards will be subject to updates throughout the season as snow course, snow sensor, and forecasting data becomes available.



Dashboards

- Water Supply Forecasting Resources (Previously Snow Products Comparison)
 - New name (new URL)
 - Split csv download to Forecast and Flow data and SWE data
- Snow Pillow Quantile Timeseries
- SWE 3D **NEW** v2!
- B120 Verification
- ARSS Basin Wide SWE
- Supplemental Snow Measurements
- Forecast Product Error Comparison **NEW**
- Pillow QC **NEW** (link posted soon)
- iSnobal **NEW** (link posted soon)



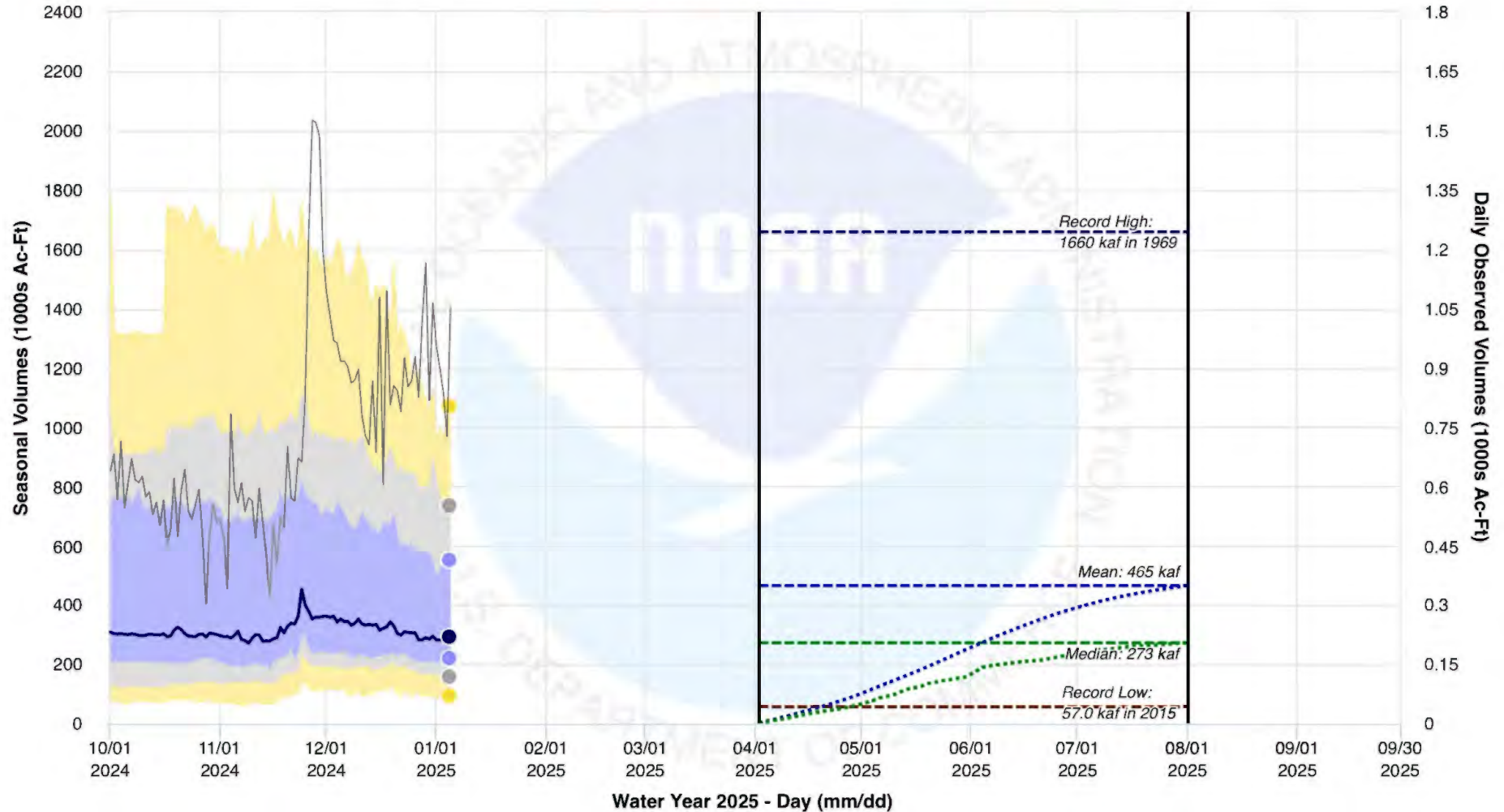
Jordan Thoennes
Jordan.Thoennes@water.ca.gov
Lauren Alkire
Lauren.Alkire@water.ca.gov

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

[Switch to Seasonal View](#)

KERN - ISABELLA DAM, BLO (ISAC1) 01/05/2025
Median Forecast: 292 kaf | 63% of Mean | 107% of Median

Created: 01/05/2025 at 08:36 AM PST



Observed Season to Date Percent of Mean: N/A% (M kaf) Season to Date Mean: kaf
Historical Apr-Jul Vol Max: 1660 kaf in 1969 Historical Apr-Jul Vol Min: 57.0 kaf in 2015

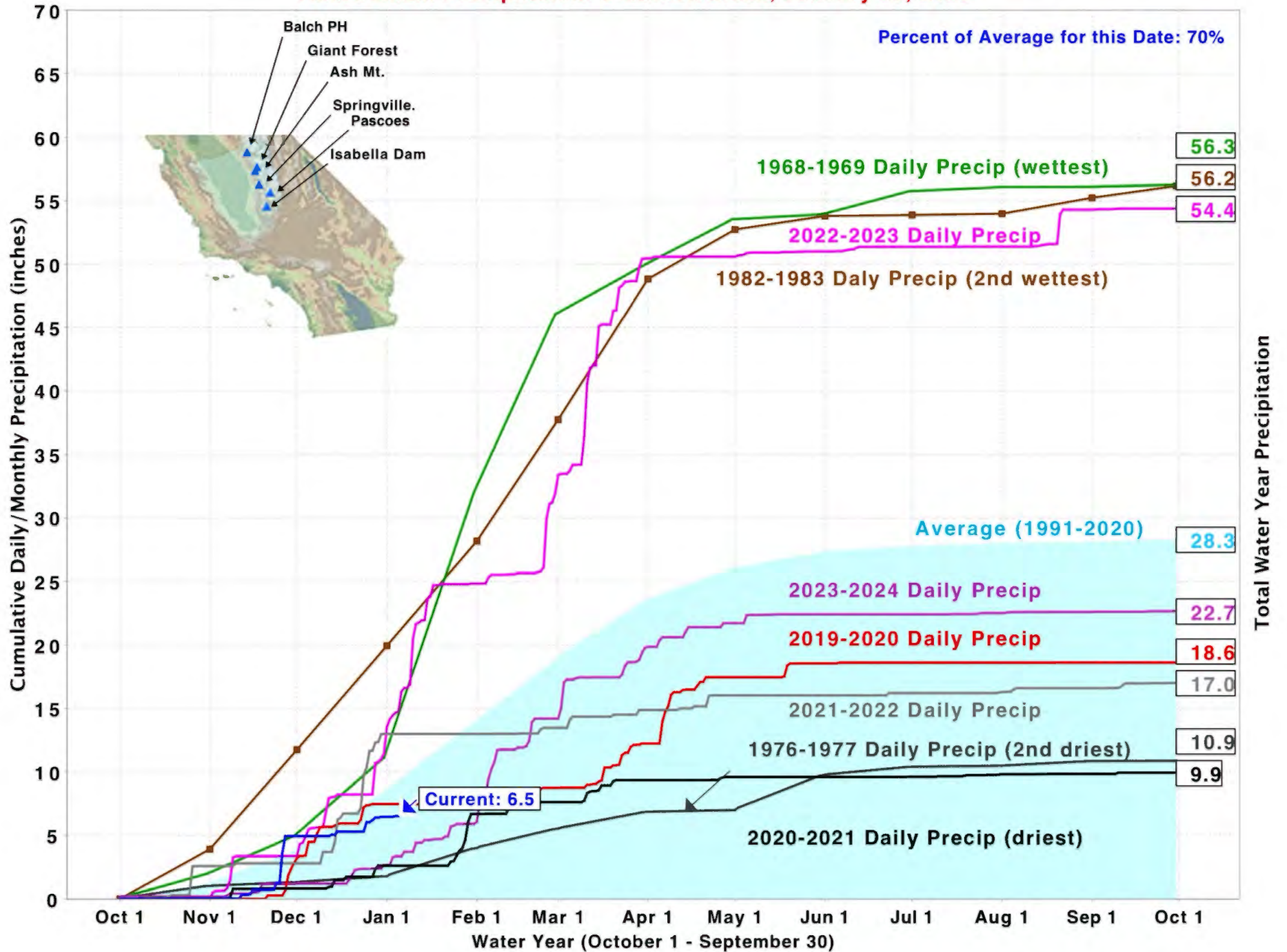
This product only considers meteorological uncertainty and does not account for hydrologic uncertainty.

Means/medians are based on the period of Water Years 1980 through 2023.

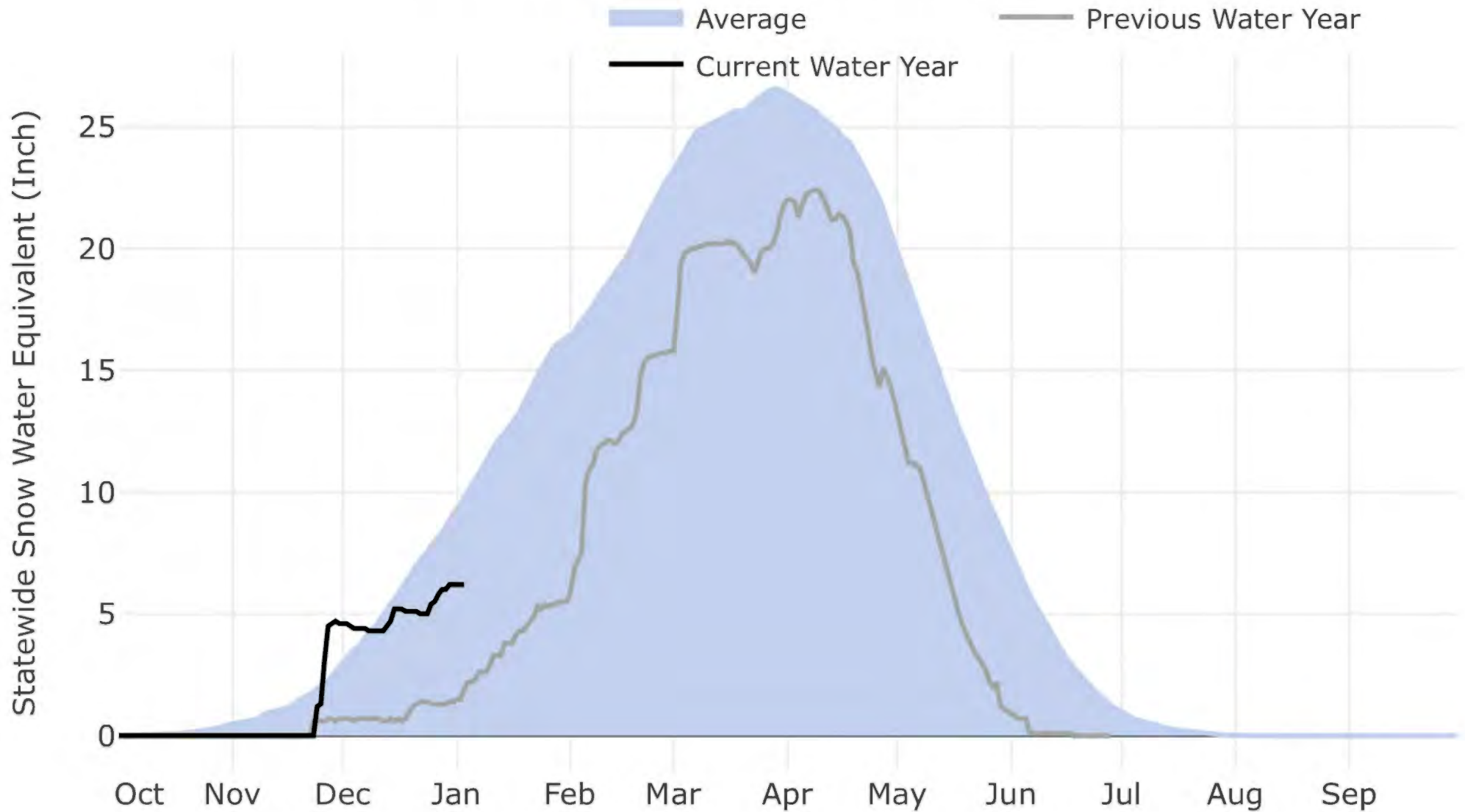
Legend entries below can be toggled on/off.

--- Apr-Jul Vol Mean --- Apr-Jul Vol Median ●●● Season to Date Mean ◆◆◆ Season to Date Median ●●● Season to Date Obs --- Daily Obs
●●● Apr-Jul Fcst 50% ●●● Apr-Jul Fcst 25/75% ●●● Apr-Jul Fcst 10/90% ●●● Apr-Jul Fcst Max/Min --- Record Low --- Record High
▼ Snow Model Updates

Tulare Basin Precipitation: 6-Station Index, January 05, 2025



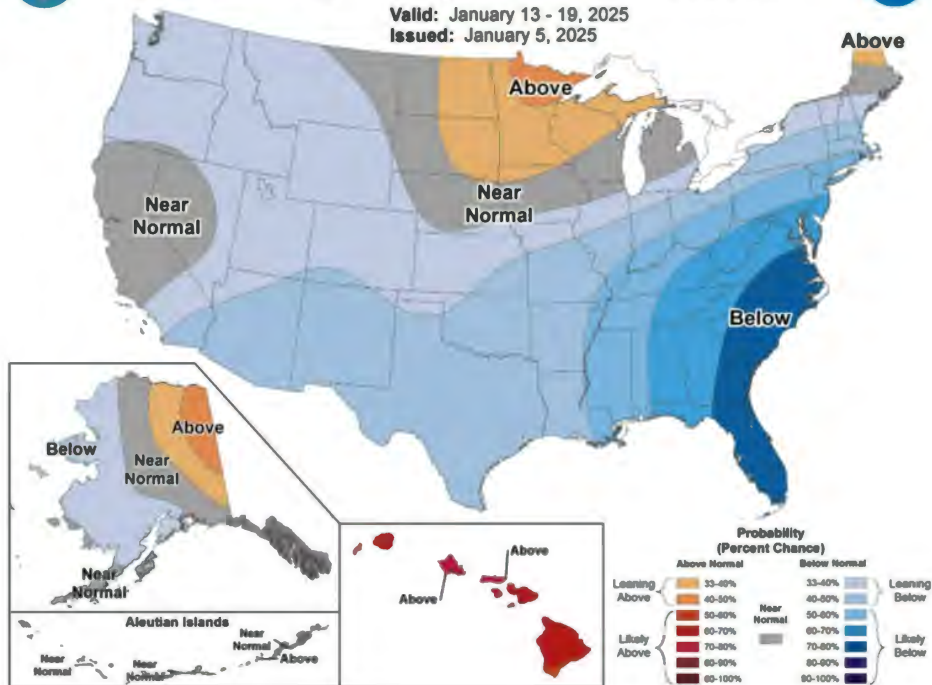
Southern Region Snowpack as of 1/3/2025





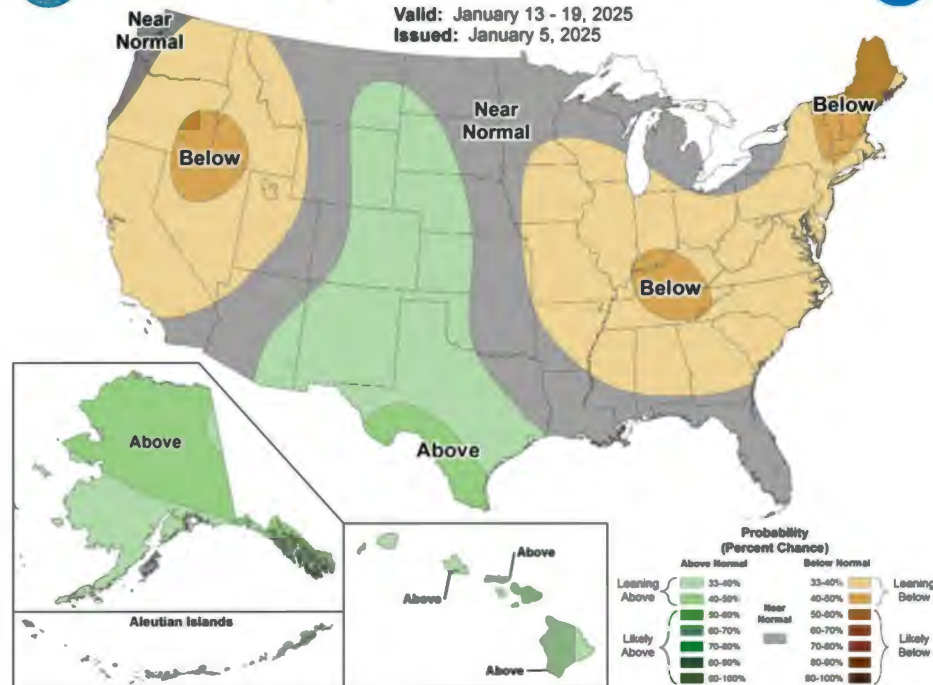
8-14 Day Temperature Outlook

Valid: January 13 - 19, 2025
Issued: January 5, 2025



8-14 Day Precipitation Outlook

Valid: January 13 - 19, 2025
Issued: January 5, 2025



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 5A

Monthly Consulting Engineers' Report for North Kern Water Storage District



Summary of Project Activity in December 2024

1. Budgets
2. Active Projects
3. Pending and Closed Projects
4. Grants

Submitted by

GEI Consultants, Inc.
5001 California Avenue, Suite 120
Bakersfield, CA 93309
T: 661-327-7601

Summary of Project Activity in December 2024
North Kern Water Storage District

1. Budgets

Project	Project #	Incurred as of 12/31/2024	Budget	Percent Utilized	Budget Projection
General Services 2024	2400796	\$24,757	\$50,000	50%	50%
Legal Counsel Support	1611225	\$93,431	\$125,000	75%	100%
SGMA Implementation Support 2024	2400793	\$7,681	\$10,000	77%	77%
High Speed Rail	1605740	\$289,972	\$299,324	97%	100%
WDI Phase 3 and Canal Lining	2004274	\$236,434	\$272,300	106%	100%
Calloway Canal Lining 7 th Standard – 8-1 Backup Weir	2301760	\$3,042	\$25,000	12%	100%
Calloway Canal Lining CVC Intertie to Fruitvale Avenue	2301776	\$3,472	\$25,000	14%	100%
Calloway Canal Lining – CVC to KR CEQA/NEPA	2302099	\$10,235	\$101,500	10%	100%
Well Siting for Groundwater Banking	2200344	\$194,933	\$278,400	70%	90%
CM and Well Improvements for Long Term TCP	2104244	\$747,992	\$764,740	96%	100%
Landowner Groundwater Banking Program	2300158	\$16,133	\$56,050	29%	100%
2018 Return Capacity Improvements	1804180	\$61,902	\$70,000	88%	100%
Design for 2018 DRP Return Capacity	2202819	\$296,304	\$303,308	98%	100%
2020 Return Capacity Improvements	2101445	\$12,576	\$38,500	33%	100%
Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623)	2403400	\$140,486	\$185,565	76%	100%
CEQA/NEPA 2022 Reclamation Grant	2301216	\$86,159	\$89,000	97%	100%
2022 Return Capacity Improvements	2301770	\$7,019	\$25,000	28%	100%
CEQA for RRID Rosedale Recharge Facility	2305132	\$61,121	\$61,500	99%	100%
RRID FEMA Recharge	2403951	\$32,398	\$60,000	54%	100%
North Kern Grant Applications	2303704	\$53,409	\$50,000	107%	100%
Grant Applications 2024 (FY25)	2406611	\$17,839	\$40,000	45%	100%
RRID Reclamation Grant Applications FY 25	2406609	\$6,905	\$20,000	35%	100%

2. Active Projects

General Services 2024 (GEI Project No. 2400796)

December activity was mostly routine, including tasks such as preparing board reports, participating in meetings, and activities related to grant opportunities.

Upcoming Deliverables: none.

Active Task Order No.: 24-01

Budget Status: \$24,757 expended of \$50,000 budget (50%)

Budget Forecast: Task Order will be closed as of 12/31/2024; a new Task Order is proposed for 2025.

Legal Counsel Support (GEI Project No. 1611225)

No significant activity during the month of December.

Upcoming Deliverables: As requested by Counsel.

Active Task Order No.: 20-02

Budget Status: \$93,431 expended of \$125,000 budget (75%)

Budget Forecast: It is expected the authorized work will be completed within budget.

SGMA Implementation Support 2024 (GEI Project No. 2400793)

No activity during the month of December.

Upcoming Deliverables: Support, as requested.

Active Task Order No.: 24-02

Budget Status: \$7,681 expended of \$10,000 budget (77%)

Budget Forecast: Task Order will be closed as of 12/31/2024; a new Task Order is proposed for 2025.

High Speed Rail (GEI Project No. 1605740)

Invoice package 78 was prepared and submitted.

Upcoming Deliverables: Submit invoice package 79.

Active Task Order No.: 23-09 Addendum 1 (Add-on to 20-07, 19-07, 18-09, and 02-2017)

Budget Status: \$289,972 expended of \$299,324 budget (97%)

Budget Forecast: The current scope of work is expected to be completed within the authorized budget. Task Order 23-09 was approved to augment the budget to support conflicts at the 9-22 canal and future phase of work from Poplar to F St.

WDI Phase 3 and Canal Lining (R19AP00140 and R20AP00064) (GEI Project 2004274)

Activities related to Grant Administration and Reporting:

- Minimal activity related to the grant extension requests.

Activities related to WDI Contract Management:

- This task is on-hold until the next phase of WDI implementation.

Activities related to Calloway Canal Lining Construction Administration (Snow Road to 7th Standard):

- Attend field meetings, draft meeting notes, assist with response to submittals, assist with progress payment recommendation, and coordination with engineer.

Upcoming Deliverables: Review contract documents and issue Notice to Proceed.

Active Task Order No.: 21-03, 21-08, 24-05, 24-08

Budget Status: \$236,434 expended of \$272,300 budget (106%)

Budget Forecast: A subsequent Task Order will be submitted for continued grant administration.

Calloway Canal Lining 7th Standard – 8-1 Backup Weir (GEI Project No. 2301760)

No significant activity in December.

Upcoming Deliverables: None at this time.

Active Task Order No.: 23-06

Budget Status: \$3,042 expended of \$25,000 budget (12%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for contracting and construction management support.

Calloway Canal Lining CVC Intertie to Fruitvale Avenue (GEI Project No. 2301776)

No significant activity in December.

Upcoming Deliverables: None at this time.

Active Task Order No.: 23-08

Budget Status: \$3,472 expended of \$25,000 budget (14%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Calloway Canal – CVC to KR CEQA/NEPA (GEI Project No. 2302099)

Activities in December included continuing to coordinate for project description and design information and conduct project management activities.

Upcoming Deliverables: Draft Cultural Resources Report, Draft Biological Assessment, Draft Initial Study/Mitigated Negative Declaration

Active Task Order No.: 23-05

Budget Status: \$10,235 expended of \$101,500 budget (10%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Well Siting for Groundwater Banking (GEI Project No. 2200344)

Effort in December was ongoing coordination with Reclamation staff regarding NEPA compliance for grant funded projects.

Upcoming Deliverables: Final Well Siting Study.

Active Task Order No.: 22-03

Budget Status: \$194,819 expended of \$278,400 budget (70%)

Budget Forecast: 90%

CM and Well Improvements for Long Term TCP (GEI Project No. 2104244)

No work performed in December.

Upcoming Deliverables:

Active Task Order No.: 21-11

Budget Status: \$732,359 expended of \$764,740 budget (96%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget.

Landowner Groundwater Banking Project (GEI Project No. 2300158)

No significant activity in December.

Upcoming Deliverables: CEQA Checklist, Cultural Resources Memo, and Biological Resources Memo.

Active Task Order No.: 22-13

Budget Status: \$16,133 expended of \$56,050 budget (29%)

Budget Forecast: This project is expected to be completed within the authorized budget.

2018 Return Capacity Improvements (GEI Project No. 1804180, 2202819)

No activity in December.

Upcoming Deliverables: None at this time.

Active Task Order No.: 18-12, 22-10

Budget Status 1804180: \$61,902 expended of \$70,000 budget (88%)

Budget Status 2202819: \$296,304 expended of \$303,308 budget (98%)

Budget Forecast: These projects are expected to be completed within the authorized budget.

2020 Return Capacity Improvements (GEI Project No. 2101445)

No activity in December.

Upcoming Deliverables: None at this time.

Active Task Order No.: 21-06

Budget Status: \$12,576 expended of \$38,500 budget (33%)

Budget Forecast: The current budget is limited to project management and grant administration. Additional budget will be requested for future grant management, design, and construction management.

Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623) (GEI Project No. 2403400)

Activity in December included several field observations before the contractor demobilized while waiting for material; attendance of progress meetings; drawing review; and project management.

Upcoming Deliverables: None.

Active Task Order No.: 24-04

Budget Status: \$140,486 expended of \$185,565 budget (76%)

Budget Forecast: This project is expected to be completed within the authorized budget.

CEQA/NEPA 2022 Reclamation Grant Project (GEI Project No. 2301216)

No activity in December.

Upcoming Deliverables: None

Active Task Order No.: 23-04

Budget Status: \$86,159 expended of \$89,000 budget (97%)

Budget Forecast: This project is expected to be completed within the authorized budget.

2022 Return Capacity Improvements (GEI Project No. 2301770)

Activity in December included participation in a meeting with Reclamation about environmental compliance and revisions to the grant agreement extension request.

Upcoming Deliverables: Monitor Reclamation NEPA progress.

Active Task Order No.: 23-07

Budget Status: \$7,019 expended of \$25,000 budget (28%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for design, contracting, and construction management.

CEQA for RRID Rosedale Recharge Facility (GEI Project No. 2305132)

Activities in December included project management and coordination with the district.

Upcoming Deliverables: None

Active Task Order No.: 23-12

Budget Status: \$61,121 expended of \$61,500 budget (99%)

Budget Forecast: This project is expected to be completed within the authorized budget.

FEMA RRID Grant Pre-Award Phase (GEI Project No. 2403951)

Activity in December included drafting a scope modification request.

Upcoming Deliverables: Submit scope modification request.

Active Task Order No.: 22-12

Budget Status: \$32,398 expended of \$60,000 budget (54%)

Budget Forecast: The project is expected to be completed within the authorized budget. A separate budget will be requested for grant administration and project implementation.

North Kern Grant Applications (GEI Project No. 2303704)

Activity in December included revisions to the Partnership Project grant budget per the scope modification request and coordination with Reclamation. The revised scope and budget were approved, and a grant agreement was executed. This project number will be closed and a task order will be submitted for project implementation.

Upcoming Deliverables: None.

Active Task Order No.: 23-10

Budget Status: \$53,409 expended of \$50,000 budget (107%)

Budget Forecast: This project is expected to be completed within the authorized budget.

NKWSD Reclamation Grant Applications for FY25 (GEI Project No. 2406611)

No activity in December.

An application for approximately one mile of Calloway Canal Lining from Case Street to Arrow Street was submitted in November for Reclamation's Water and Energy Efficiency Grants (WEEG) program. The budget was \$10,078,500 (\$5,000,000 federal share request and \$5,078,500 District share).

An application for construction of two replacement wells was submitted in October for Reclamation's Drought Response Program (DRP). The project budget was \$3,542,000 (\$1,770,800 federal share request and \$1,770,800 District share).

It is anticipated that funding announcements will be made in spring of 2025.

Upcoming Deliverables: Respond to Reclamation questions during pre-award process.

Active Task Order No.: 24-07

Budget Status: \$17,839 expended of \$40,000 budget (45%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Reclamation Grant Application for FY25 (GEI Project No. 2406609)

No activity in December.

An application for the R-3 Recharge Basin (approximately 120 acres) was submitted in October for Reclamation's Drought Response Program (DRP). The project budget was \$4,117,880 (\$2,058,940 federal share request and \$2,058,940 District share).

It is anticipated that funding announcements will be made in spring of 2025.

Upcoming Deliverables: Respond to Reclamation questions during pre-award process.

Active Task Order No.: 24-06

Budget Status: \$6,905 expended of \$20,000 budget (35%)

Budget Forecast: This project is expected to be completed within the authorized budget.

3. Pending and Closed Projects

CEQA Compliance N. Kern River Region Water Conservation (GEI Project No. 1800123)

No current activity.

Upcoming Deliverables: Notice of Preparation

Active Task Order No.: 18-01

Budget Status: \$4,515 expended of \$319,538 budget (1%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Groundwater Recharge Information Study (GEI Project No. 2004230)

Activities were related to review and feedback on the preliminary draft of an Engineer's Report and supporting materials; preparation of a summary spreadsheet; preparation of a draft Executive Summary; and consultation with District staff and Counsel.

Upcoming Deliverables: No further deliverables anticipated.

Active Task Order No.: 20-09

Budget Status: \$17,413 expended of \$20,000 budget (87%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Environmental Documentation for 2018 Return Capacity Improvements (GEI Project No. 1804142)

No activities were conducted in April.

Upcoming Deliverables: None

Active Task Order No.: 18-13

Budget Status: \$162,027 expended of \$162,276 budget (100%)

Budget Forecast: This project has been completed within the authorized budget.

CEQA for Landowner Groundwater Banking (GEI Project No. 2200298)

No activities were conducted in April.

Upcoming Deliverables: None

Active Task Order No.: 22-04

Budget Status: \$49,753 expended of \$49,808 budget (100%)

Budget Forecast: This project has been completed within the authorized budget, which includes the change order.

Environmental Documentation for 2020 Return Capacity Improvements (GEI Project No. 2101050)

No activities in April.

Upcoming Deliverables: All deliverables have been completed.

Active Task Order No: 21-05

Budget Status: \$78,133 expended of \$78,330 budget (99%)

Budget Forecast: This project has been completed within the authorized budget.

FY 2022 Grant Applications (GEI Project No. 2103479)

The fully executed grant agreements for Calloway Canal Lining from Fruitvale Avenue to the CVC Intertie and 2022 Return Capacity Improvements have been received. This project will be closed, and task orders will be submitted for new project numbers for grant administration and project implementation. Semi-annual reports were prepared and submitted.

Upcoming Deliverables: Participate in NEPA meetings; prepare grant reports.

Active Task Order No: 21-09

Budget Status: \$33,319 expended of \$50,000 budget (63%)

Budget Forecast: This project is expected to be completed within the authorized budget. A separate budget will be requested for project implementation.

Monitoring and Reporting Plan Development for On-Farm Recharge Projects (GEI Project No. 2004704)

Draft report was submitted and reviewed by the district. As requested, a recommended monitoring well design will be added to the plan before it is finalized.

Upcoming Deliverables: Monitoring well design and final report.

Active Task Order No.: 20-10

Budget Status: \$17,233 expended of \$16,500 budget (104%)

Budget Forecast: No further labor effort is expected to this project number.

FY 2023 Grant Applications (GEI Project No. 2201588)

This project will be closed and removed from the report. A Task Order will be submitted for consideration for the next round of Grant Applications, expected to be released in July.

Upcoming Deliverables: None.

Active Task Order No: 22-08

Budget Status 2201588: \$46,363 expended of \$85,000 budget (55%)

Budget Forecast: The project is expected to be completed within the authorized budget.

CEQA and NEPA for 2021 Expanded Water Banking Program (GEI Project No. 2101049)

Project is on hold pending planning beyond the banking partnership project.

Upcoming Deliverables: To Be Determined

Active Task Order No: 21-04

Budget Status: \$43,298 expended of \$315,900 budget (14%)

Budget Forecast: This project is expected to be completed within the authorized budget.

FEMA BRIC Grant Applications (GEI Project No. 2204082)

There was no significant activity in March.

Upcoming Deliverables: Respond to inquiries from FEMA as needed and prepare scope modification request.

Active Task Order No: 22-12

Budget Status: \$69,085 expended of \$85,000 budget (81%)

Budget Forecast: The project is expected to be completed within the authorized budget. IA separate budget will be requested for grant administration and project implementation.

Permanent Discharge Structures for NK619 Pipeline (GEI Project No. 2201324)

No significant activity in July.

Upcoming Deliverables: Front-end specs and bid documents.

Active Task Order No: 22-05

Budget Status: \$89,737 expended of \$145,010 budget (62%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Grant Applications (GEI Project No. 2303705)

No activity in August. A grant application for RRID recharge will be prepared for submittal to Reclamation in October under a new project number. This project will be closed.

Upcoming Deliverables: None.

Active Task Order No.: 23-11

Budget Status: \$24,779 expended of \$30,000 budget (83%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Environmental for Calloway Canal 7th Standard to 8-1 (GEI Project No. 2103692)

No significant activity in October.

Upcoming Deliverables: None

Active Task Order No.: 21-10

Budget Status: \$36,270 expended of \$36,412 budget (99%)

Budget Forecast: This project is expected to be completed within the authorized budget.

4. Grants

Pending Applications				
Program	Project	Scope	Requested Funding	Comments
DRP	Replacement Wells	Drill two replacement wells	\$1,770,800 federal share request (\$1,770,800 District share. Total budget \$3,542,000.)	Application submitted October 5, 2024
WEEG	Calloway Canal Lining	Line approximately one mile of the Calloway Canal from approximately Case Street to Arrow Street	\$5,000,000 federal share request (\$5,078,500 District share. Total budget \$10,078,500.)	Application due November 13, 2024
DRP	R-3 Recharge	RRID 110-acre recharge basin	\$2,058,940 federal share request (\$2,058,940 District share. Total budget \$4,117,880.)	Application submitted October 5, 2024

Summary of Project Activity in December 2024
North Kern Water Storage District

Pending Agreements					
Program	Project	Scope	Awarded Funding	Estimated District Cost	Comments
WEEG	Calloway Canal Lining: Fruitvale Avenue to Case Street	Concrete lining approximately 1.4 miles of canal	\$4,886,505	\$4,887,000 Total project cost currently estimated at \$9.8M, not including District staff time	
DRP	Return Capacity Improvements	Drill 1 well and associated pipeline to deliver water to FKC	\$4,000,000	\$4,110,000 Total project cost currently estimated at \$8.1M, not including District staff time	
DRP	Return Capacity Improvements	Drill 1 well and associated pipeline to deliver water to FKC	\$2,000,000	\$3,600,000 Total project cost currently estimated at \$5.6M not including District staff time	Kern-Tulare Water District is the grantee
FEMA	RRID Recharge	162-acre recharge and conveyance improvements	\$4,000,000	\$900,000 Total project cost currently estimated at \$4.9M, not including District staff time	

Summary of Project Activity in December 2024
North Kern Water Storage District

Pending Close-Out				
Project	Combined Scope	Combined Funding	District Cost	Comments

Summary of Project Activity in December 2024
North Kern Water Storage District

Active Agreements					
Project	Agreement #	Scope	Funding	Estimated District Cost	Agreement Completion Date
Calloway Canal Lining and WDI Phase 3 <i>(6,041 LF canal lining, WDI 30 wells and 15 RTUs)</i>	R19AP00140	2,200 LF Calloway Canal lining, WDI 23 Wells, 15 RTUs	\$1,488,000	\$3,507,000 *Assuming \$800/LF and non-construction costs equal 15% of total	December 2024
	R20AP00064	3,841 LF Calloway Canal lining, WDI 7 wells	\$1,477,500		December 2024
	4600013880	1,370 LF Calloway Canal lining	\$872,460		December 2024
2018 Return Capacity Improvements	R18AP00088	Connect 5 existing wells to FKC; Drill, equip, and connect 2 replacement wells	\$722,258	TBD.	June 2025
2020 Return Capacity Improvements	R20AP00114	Connect 2 existing wells to FKC; Drill, equip, and connect 2 replacement wells	\$735,000	TBD.	December 2025
Calloway Canal Lining from 7 th Standard to 8-1 Backup Weir	R22AP00032	6,744 linear feet concrete lining	\$2,000,000	TBD. Project is in preliminary stages.	December 2025
2022 Return Capacity Improvements	R22AP00412	3 replacement wells	\$2,000,000	TBD. Project is in preliminary stages.	December 2024
Calloway Canal Lining from Fruitvale Avenue to CVC Intertie	R22AP00515	5,280 linear feet concrete lining	\$2,000,000	TBD. Project is in preliminary stages.	December 2024

NK 621
Calloway Canal Lining: Snow Road to 7th Standard Road
Progress Report – January 2025

Description of Work

The contract for specification number NK 621 was awarded to Bosco Constructors, Inc. (Bosco) in October 2024. This work is partially funded by two federal grants from the Bureau of Reclamation's Water and Energy Efficiency Grants (WEEG) program and one state Department of Water Resources grant from the Integrated Regional Water Management program. The scope of construction is as follows.

- Preparing, modifying, re-shaping and constructing approximately 6,056 LF of existing canal section from the north side of Snow Road to the existing concrete canal lining south of 7th Standard Road;
- Subgrade preparation, relocation of fill dirt if necessary, placement, compaction and grading of fill;
- Approximately 5,956 LF of concrete lining; and
- Removal and stockpiling of riprap from the canal prism section.

Progress and Schedule

Contract completion date: 04/30/2025

Projected completion date: 04/21/2025

Progress as of 12/31/2024: In December, the contractor:

- Completed the clear and grub process of the banks and canal section
- Processed top of bank: over-excavation, scarify, backfill & compaction on the
 - Eastside: 510+06 – 483+80, 2,626', Westside: 510+06- 483+00, 2,706'
- Over-excavated canal invert down to 2' (510+06- 483+30, 2,676')
- Processed and compacted soil on side slopes:
 - Eastside: 510+06 – 501+25, 2' backfilled, compacted and successfully tested, 881'
 - Westside: 510+06- 508+26, 1' backfilled, compacted and successfully tested, 180'
- Cut top hinge points in prep for concrete form:
 - Eastside: 510+06- 501+25, 881'
 - Westside: 510+06- 501+25, 881'
- Formed, installed rebar and poured retaining wall for turnout

Progress and Schedule

Green: Actual, Blue: Projected

Activity	Construction Schedule – 2024/2025						% Complete
	Nov	Dec	Jan	Feb	Mar	Apr	
Mobilization							80%
Clear and Grubbing							100%
Develop and provide water supply							60%
Prepare access routes							20%
Remove and stockpile riprap							
Finish grading							
Scarify, over excavation, recompact							2%
Construct/modify canal section							3%
Non-reinforced lining							
Safety ladder							
Install riprap							
Site cleanup							
Inspection							
Demobilization							

Budget

Original Contract	\$4,780,479.17
Executed Change Orders	\$0
Total Contract	\$4,780,479.17
Paid to Date	\$608,254.77
Remaining Payments	\$4,172,224.40

Contract Modifications

None to date.

Photos



Cut off wall being poured on turnout



Excavator compacting upper part of side slopes



Completed compacted slope prior to finish grading



NK 622-623 2018 and 2020 Return Capacity Project Progress Report – January 2025

Description of Work

The contract for specification number NK 622-623 was awarded to Specialty Construction, Inc. (SCI) in March 2024. This work is partially funded by two federal grants: 2018 DRP Return Capacity Improvements and 2020 DRP Return Capacity Improvements. The scopes of the grants also include construction for new wells, which are being drilled under a separate contract with S.A. Camp. The scope of the SCI contract is as follows.

- Furnish and install approximately 2 ½ miles of C900 PVC watermain connecting 7 wells to the FKC at the NKWSD 88-05, 88-25 and 88-29 Canals.
- Install modifications to 7 wells, connect to the PVC watermain and modify discharge pipes into the NKWSD canals.
- Furnish and install 3 permanent discharge structures connecting the new PVC watermains to the FKC.

Progress and Schedule

Contract completion date: 12/31/2024

Projected completion date: 01/31/2024 – In December, SCI submitted a request to extend the contract to 03/31/2025 due to material procurement timelines.

Progress as of 12/31/2024: All planned pipeline and canal discharge structures at the 88-05, 88-25, and 88-29 sites have been installed. SCI installed the concrete vault, ductile iron pipeline connections, anchor blocks, and flow meters. The well connections have not been installed as the steel pipe is still in fabrication. SCI expects to start receiving the steel pipe in mid-January 2025. The remaining pipe is expected to arrive from late January to mid-February. SCI has cleaned up all three job sites, backfilled trenches, and fenced off any open trenches. SCI will return when the fabricated pipe is ready.

Progress and Schedule

Green: Actual, Blue: Projected

Activity	Construction Schedule – 2024/2025									% Complete
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
88-05 Pipeline Construction										100%
88-05 Well Tie Ins										
FKC Discharge Assembly 88-05										95%
88-25 Pipeline Construction										100%
88-25 Well Tie Ins										
FKC Discharge Assembly 88-25										95%
88-29 Pipeline Construction										100%
88-29 Well Tie In										
FKC Discharge Assembly 88-29										95%
Project Closeout										

Budget

Original Contract	\$5,360,346.00
Executed Change Orders	\$0
Paid to Date to SCI	\$4,142,338.20
Paid to Date to Retention Account	\$218,017.80
Total Paid to Date	\$4,360,356.00
Remaining Payments	\$999,990.00

Contract Modifications

Since mobilization, SCI has proposed value engineering related to valve selection to reduce costs. SCI has encountered several unmarked utilities that required additional potholing and alignment changes. SCI has worked with GEI and North Kern to efficiently resolve issues.

The largest increase to the contract amount is expected to be related to PCO 004 as a result of the district needing to relocate well 88-00-098.

PCO/CCO		Change
001	Credit for elimination of a 24" Gate Valve	Credit
002	Revise Gate Valves to BFVs	No Change
003	Revise the Air Valve Assemblies to be above ground	Credit
004	Well 88-00-098 Pipe Alignment Change	Increase
005	Fresno Wafer Butterfly Valve Substitution	Credit
006	Additional Potholing on 88-25 for ATT line	Increase
007	Unknown 12" Utility at STA 44+00	Increase
008	Leaking 18" concrete pipe at STA 36+24 on 88-05	No Change
009	Additional work for line repair at STA 22+95 on 88-05	Increase
010	Additional Potholing on 88-29 for ex. irrigation lines	Pending
011	Installation of discharge piping to avoid the Block wall at Well 88-29-15 on 88-29	Pending
012	Well 88-25-005 Connection Changes	Pending
013	Well 88-29-015 Connection Changes	Pending
014	Contract time Extension	Extend completion date to 3/31/2025

Final changes to be coordinated with contractor.

Photos



Backfilling concrete vault assembly at 88-29 FKC discharge (12/03/2024)

Photos



Backfilled concrete vault at 88-29 FKC discharge (12/04/2024)

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 7A

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 14, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Camarena, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Award of Contract for Surveying and Geotechnical Investigation for Concrete Lining the Calloway Canal

RECOMMENDED MOTION:

“Authorize the General Manager to enter into agreements with Pinnacle Surveying to perform Topographical Survey and with Krazan & Associates to perform Geotechnical Investigation for concrete lining the Calloway Canal (7th Standard Rd to 8-1 back up weir) for an amount not-to-exceed \$7,100, and \$4,800 respectively.”

DISCUSSION:

As indicated at previous Board meetings, the District was successful in getting grant funding from The Bureau of Reclamation (Bureau) (\$2.0 million) under the 2022 WaterSMART Water and Energy Efficiency grant program to concrete line the Calloway Canal from 7th Standard Road to 8-1 back up weir. The District is planning to apply for State grants when they are announced to recover the remaining local cost share requirements.

The Calloway Canal is currently dry for annual maintenance and staff requested proposals from Pinnacle Surveying (“Pinnacle”) (“Exhibit “A”) to perform Topographical Survey and Krazan and Associates (“Krazan”) (“Exhibit “B”) to perform Geotechnical Investigation that provides the elevation and soil related information necessary to design concrete lining.

Pinnacle and Krazan have provided an estimated budget of \$7,100, and \$4,800 respectively for their tasks.

Staff recommends Board approval for the General Manager to enter into agreements with Pinnacle and Krazan for these respective amounts.

Attachments:

Exhibit “A” – Cost Estimate from Pinnacle Surveying
Exhibit “B” – Cost Estimate from Krazan and Associates

PINNACLE SURVEYING SERVICES

1/14/2024

20412 BRIAN WAY, BLDG 2
TEHACHAPI, CA. 93561
661-822-7273 OFFICE

***NORTH KERN WATER STORAGE DISTRICT- CALLOWAY 7th STANDARD TO
8-1 TOPOGRAPHIC SURVEY***

Dear Ram,

Pursuant to your request we are submitting this proposal to provide services for the referenced project. We propose to provide the following services:

Topographic Survey per attached plot.	\$	6,800.0
Office- Survey calculations, field note reduction.	\$	300.0
Total;	\$	<hr/> 7,100.0

Our fee to provide surveying services as described above is a total of \$7,100.0 we will make every effort to provide you with quality and timely service.

Thank you for considering *Pinnacle Surveying and Engineering Services*. If you have any questions, please call anytime.

Thank you,
Robert Craig
Partner



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

January 8, 2025

KA Proposal No. P008-25

Mr. Angel Ventura
North Kern Water Storage District
PO Box 81435
Bakersfield, California 93380

**RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING INVESTIGATION
PROPOSED CALLOWAY CANAL LINER IMPROVEMENTS**
7th Standard Road to 8-1 Back-up Weir
Shafter, California

Dear Mr. Ventura:

Thank you for the opportunity to submit this proposal for the Geotechnical Engineering Investigation Report for the above-mentioned project.

For the purpose of this investigation, we plan to drill twelve (12) exploratory borings within the proposed site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths ranging from approximately 10 to 15 feet or auger refusal. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer.

Laboratory testing will be dependent on the results of the field-testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

The Geotechnical Engineering Investigation Report will address the following items:

- I. Introduction**
- II. Site Description**
- III. Geologic Setting**
- IV. Soils Profile and Subsurface Conditions**
- V. Groundwater Conditions**

VI. Engineering Conclusions and Recommendations of:

A. *Site Preparation*

1. Over-Excavation
2. Non-Expansive Fill
3. Compaction Requirements
4. Utility Trench Requirements
5. Mitigation Measures for Expansive Soils

B. *Structure Requirements*

1. Bearing Capacity for Various Foundation Designs
2. Footing Depth Requirements
3. Anticipated Settlement
4. Floor Slab Reinforcement
5. Moisture Barrier Requirements
6. Lateral Earth Pressures
7. Chemically Reactive Soil Conditions Related to Construction Materials
8. Site Class, Site Coefficients, and Design Spectral Response Acceleration Parameters per 2022 CBC Code.

VII. Site Plan with Boring Locations

VIII. Boring Logs

IX. Discussion of Field and Laboratory Testing Methods

The final Geotechnical Engineering Investigation Report would be ready within approximately 4 or 5 weeks after the field work is completed. A contract is attached for your signature.

The cost estimate for the Geotechnical Engineering Investigation Report is \$4,800. *This estimate does NOT include environmental assessment costs, geologic hazards evaluation costs, or construction testing and inspection costs.* If any of the additional services are needed, please do not hesitate to contact me. This proposal is valid for a period of 90 days after which Krazan & Associates reserves the right to modify its content.

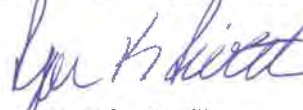
STATEMENT OF QUALIFICATIONS

Krazan & Associates, Inc. is a professional engineering firm with approximately 200 employees. We assemble project teams tailored to the project requirements. Krazan & Associates, Inc. provides comprehensive services in soils engineering, engineering geology, groundwater analysis, environmental sciences, and construction quality control.

Presently, Krazan & Associates, Inc. has offices in Sacramento, Pleasanton, Modesto, Fresno/Clovis, Bakersfield, and Los Angeles. We also have portable field offices at various job site locations. In addition, we maintain six truck-mounted drill rigs for subsurface exploration. We maintain a fleet of approximately ninety radio-dispatched vehicles including four-wheel and two-wheel drive trucks and vans. Our laboratory facilities are completely equipped for materials testing including soils, concrete, mortar, grout, building block, steel, and welding.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Ryan K. Privett, PE
Senior Engineer
RCE No. 59372

RKP/mt

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, a California corporation, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and North Kern Water Storage District, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Proposed Calloway Canal Liner Improvements," file number P008-25, dated January 8, 2025 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Clovis, CA., is effective as of the date this Agreement is countersigned by Krazan & Associates, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. Scheduling of Consultant's Services by Client or Client's agent or designee will constitute Client's acceptance of these terms and conditions. WITNESSETH, that the parties hereto, in consideration of the mutual promises and benefits flowing to each of the parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

- 1.1. **Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including addenda, amendments, supplementary instructions, and change orders.
- 1.2. **Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
- 1.3. **Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Purchase Orders, Service Orders, Task Orders or Work Orders, and Change Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's Contractor through oral or written communication.
- 1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.
- 1.7. **Fee Schedule.** Consultant's standard annual fee schedule unless a project-specific fee schedule is provided.
- 1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

2. SCOPE OF SERVICES

- 2.1. **Basic Services.** Consultant will perform the Scope of Services set forth in the attached PROPOSAL.
- 2.2. **Retention of Third-Party Consultant.** The review of the geotechnical aspects of plans and specifications, and the observation and testing of earthwork related construction activities by Consultant are integral elements of the Services where Consultant has been retained to perform a geotechnical engineering investigation and is to remain in the capacity of Geotechnical Engineer-Of-Record through construction of the project. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing of earthwork related construction activities. In the event that a Third-Party Consultant is retained by Client for those services, Client agrees that they will require the Third-Party Consultant to contractually agree to the assumption of the role of Geotechnical Engineer-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the geotechnical engineering aspects of the project.
- 2.3. **Optional Services / Additional Services.** Consultant's PROPOSAL may include the performance of optional services as identified in the project-specific proposal (i.e. Environmental Lien Search services, seismic response spectrum) which will require specific written authorization by Client. In the absence of specific authorization to proceed with optional services when listed, said services will not be performed. Client expressly waives any claim against Consultant resulting from its failure to perform Optional or Additional Services recommended to Client that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
- 2.4. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the PROPOSAL or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 16, "Disputes."
- 2.5. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the PROPOSAL.
- 2.6. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.7. **Sampling, Inspection & Test Locations, Site Protection.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its

representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the PROPOSAL.

2.8. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the PROPOSAL.

2.8.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

2.8.2. Biological Pollutants. Unless identified as the specific subject of the Consultant's PROPOSAL, Consultant's Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

2.8.3. Hazardous Materials. Unless identified as the specific subject of the Consultant's PROPOSAL, Consultant's PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Hazardous Materials in the air, surface and groundwater, and soil. Consultant's Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Hazardous Materials. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Hazardous Materials. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Hazardous Materials, except for damages caused by Consultant's sole negligence.

Client understands that Consultant's Services with respect to sampling of soils and groundwater if encountered, in the performance of a geotechnical investigation under this Agreement are limited to the geotechnical aspects of the soil and presence or absence of groundwater, and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client recognizes that Consultant's failure to detect the presence of hazardous materials at a site in the performance of a geotechnical or an environmental investigation, even though Consultant performed its services in accordance with the Standard of Care, does not guarantee that hazardous materials do not exist at the site. Similarly, Client recognizes that Consultant's subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice. Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

2.9. Construction Phase Services

2.9.1. Scheduling. Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

2.9.2. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

2.9.3. Contractor's Responsibilities. Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site.

2.9.4. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

2.9.5. Site Meetings & Visits. When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations,

Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

2.9.6. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.9.7. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

2.9.8. Certifications. Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

2.10. **Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed services provide by Consultant.

3. PAYMENTS TO CONSULTANT

3.1. **Basic Services.** Consultant will perform Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the PROPOSAL.

3.2. **Additional Services.** Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

3.3. **Estimate of Fees.** Consultant will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Consultant. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. In particular, construction materials testing and inspection or observation services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance and production of the Work can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

3.4. **Rates.** Client will pay Consultant at the rates set forth in the PROPOSAL, and absent any project-specific rates, in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in project-specific proposals shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

3.5. Basis of Charges for Construction Phase Services.

3.5.1. Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in a project-specific proposal.

3.5.2. Billing Rate Premiums For Services in Northern California. Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the PROPOSAL and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of fifteen (15) percent.

3.5.3. Billing Rate Premiums For Services in Southern California. Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

3.5.4. Billing Rate Premiums - Overtime. Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

3.5.5. Late Cancellation. All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

3.6. **Changes to Rates.** Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published for non-prevailing wage projects and through June 30 for California Prevailing wage projects, unless stated otherwise in the PROPOSAL. Rates are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where non-prevailing wage projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment of not less than five percent (5%) or based on the consumer price index for the geographic area where the services are being provided, whichever is greater. Notwithstanding the foregoing, where Prevailing Wage regulations apply, Consultant's labor rates are subject to revision based on determinations made by the governing agency. Prevailing Wage rates are subject to annual increases effective July 1. Where labor rates are increased during the course of the project, Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or employer payments rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 15, "Termination."

3.7. **Prevailing Wage.** The rates presented in the PROPOSAL and Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a proposal or services that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific proposal, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

3.8. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, regulatory file access fees, etc. will be an additional charge.

3.9. **Payment Timing; Late Charge.** Consultant shall invoice Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the invoice amounts shall be presumed to be correct and the balance as stated on the invoice shall be paid. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a material breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. **Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. **Level of Service.** Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information, but at increased cost. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's issuance of a Work Authorization is confirmation that Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. **No Warranty.** Client recognizes the inherent risks connected with property transactions, site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client recognizes that opinions relating to geologic or environmental conditions, including those associated with air, soil and groundwater, are based on limited data and that actual surface and subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made. Client recognizes that opinions relating to site and structure conditions, including

but not limited hazardous materials and code compliance, are based on limited data and accessibility, that materials and/or conditions may be obscured by site constraints or building elements, and that actual conditions may vary from those observed during site reconnaissance activities. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, the performance of the structure(s) or the project in general, or strict adherence to approved project plans and building code requirements. Client recognizes and agrees that Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSAL. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known, potential or possible health or safety hazards existing on or near the Project Site, to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

5.5. **Subsurface Structures.** If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.

5.6. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

5.7. **Notification to Third Party Site Owner.** In the event the project site is not owned by Client, Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials.

5.8. **Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement or any subsequent proposal or Work Authorization ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement or a Work Authorization, as applicable. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 15, "Termination."

7. HAZARDOUS MATERIALS RISK

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or encountered during the performance of this Agreement.

Client warrants that a reasonable effort to inform Consultant of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition under this Agreement mandating a renegotiation of the scope of services or termination of services. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered.

Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and regulatory bodies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site(s), or encountered during the performance of this Agreement. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement.

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods, such as drilling borings, pushing probes or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While backfilling with grout or by other means, according to the state of practice, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and there is an inherent risk of cross-contamination when drilling borings, pushing probes excavating trenches or implementing other methods of exploration in connection with a contaminated site. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

All laboratory and field equipment contaminated in performing Consultant's services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

8. ALLOCATION OF RISK

8.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and those parties granted report reliance rights by Consultant and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or five thousand dollars (\$5,000.00), whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege professional errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Article 17. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

8.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Liabilities") caused or alleged to be caused by the negligence or willful misconduct of Client, its design consultants and contractors, and their respective employees, agents and/or subcontractors. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

8.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

8.4. Continuing Agreement. The provisions of this Article 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Article 8 will apply to such Services as if the parties had executed an amendment.

8.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

9. INSURANCE

9.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance with limits of \$1,000,000 each accident and policy; Commercial General Liability Insurance for bodily injury and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate; Automobile Liability Insurance, including liability for all

owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit (each accident); and Professional Liability Insurance with limits of \$1,000,000 per claim and annual aggregate. Aggregates are per policy, not per project. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Waiver of Subrogation Endorsements are not included. Inclusion of waiver of subrogation endorsements, available for commercial general liability and auto liability only will be considered and may be provided for an additional administrative fee. Waivers of subrogation endorsement are not issued for worker's compensation and professional liability policies. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

9.2. Contractor's Insurance. Client shall require that all Contractors (including Client when applicable) and subcontractors for the Project to name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

10. OWNERSHIP AND USE OF DOCUMENTS

10.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

10.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

10.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the design of the project and completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

10.4. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document.

10.5. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

10.6. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

10.7. Unauthorized Reuse. No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

11. SAMPLES AND CUTTINGS

11.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples collected for geotechnical or environmental consulting services as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at Consultant's discretion or at the Client's request received in writing before the samples are tested. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

11.2. Cuttings. All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the analytical testing, removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

12. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

13. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

14. SUSPENSION AND DELAYS

14.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will

pay Consultant as set forth under Article 15, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

14.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

15. TERMINATION

15.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

15.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

15.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

16. DISPUTES

16.1. Informal Negotiation. Any dispute regarding this Agreement shall be attempted to be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. The parties may then negotiate directly. If informal negotiation is unsuccessful, the parties may then proceed to Mediation.

16.2. Mediation. In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

16.3. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Fresno County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

16.4. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Fresno County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

16.5. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

17. MISCELLANEOUS

17.1. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt (postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:
Krazan & Associates, Inc.
215 West Dakota Avenue
Clovis, California 93612
Attn: Mr. Dave Jarosz
davejarosz@krazan.com

To Client:

Either Party may, at any time, designate a new or different address to which notices are to be sent. Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

17.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

17.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

17.4. **Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

17.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

17.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

17.8. **Precedence.** These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, Purchase Order, Requisition, Notice To Proceed, or other document regarding Consultant's Services.

17.9. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

17.10. **Electronic Copies.** The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

17.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

18. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL is intended by the parties to be the full and final expression of their agreement with respect to the Services to be performed in connection with this Agreement, unless modified in writing and agreed to by both parties in an amendment to this Agreement. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. Any terms and conditions referenced or included in, or attached to, a Purchase Order or any other form of authorization issued by Client prior to or subsequent to Client's executing this Agreement shall be without force or effect. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: North Kern Water Storage District

Consultant: KRAZAN & ASSOCIATES

Signature Date

Name (Please Print)

Title

Signature Date

Name (Please Print)

Title

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8A2

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

January 15, 2025

TO: GROUNDWATER COMMITTEE
Directors Camarena and Holtermann, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Cost Sharing Agreement and Kern Subbasin Contracts for Annual GSP Reporting Services, GEI and Todd GW

RECOMMENDED MOTION:

“Approve the Kern Subbasin Cost Sharing Agreement for 2024 Groundwater Sustainability Plan Annual Report, GEI Task Order and Todd Groundwater proposal to prepare and support the Annual GSP Report for Water Year 2024, and authorize the District to expend up to a 1/22nd share of \$112,940 equating to \$5,134.”

DISCUSSION:

Todd Groundwater has prepared the previous five annual reports with GEI's support and provided a proposal to prepare the 2024 Water Year annual report. Annual reports are due by April 1 of each year and all Subbasin GSAs work cooperatively to enter the necessary data into the Kern Data Management System (DMS) to support the report. The total cost to prepare and submit the report is \$112,940 and all 22 GSAs have agreed to equally share that cost. The District's share would not exceed \$5,134. The cost share agreement, GEI Task Order, and Todd Groundwater's proposal are attached. The District Staff recommends approving the Kern Subbasin Cost Sharing Agreement, GEI Task Order, Todd Groundwater proposal, and authorize the District to expend up to \$5,134.

Attachment:

Kern Subbasin Cost Sharing Agreement for 2024 Groundwater Sustainability Plan Annual Report

**KERN SUBBASIN COST SHARING AGREEMENT FOR
2024 GROUNDWATER SUSTAINABILITY PLAN ANNUAL REPORT**

This Cost Sharing Agreement ("Agreement") is entered into on January 10, 2025, by and among the following Groundwater Sustainability Agencies ("GSAs") and Management Areas located within the Kern Subbasin, each a "Party" and collectively referred to as the "Parties":

South of Kern River GSA Group

1. Arvin GSA
2. Wheeler-Ridge Maricopa GSA
3. Tejon-Castac Water District GSA

Kern River GSA

4. Kern Delta Water District
5. City of Bakersfield
6. KCWA Improvement District No. 4

North Central Kern GSA Group

7. Southern San Joaquin Municipal Utility District GSA
8. Shafter-Wasco Irrigation District GSA
9. Shafter-Wasco 7th Standard Annex
10. North Kern Water Storage District GSA
11. Cawelo Water District GSA

12. Semitropic Water Storage District GSA

13. West Kern Water District GSA

14. KCWA - Pioneer GSA

15. Kern Water Bank Authority

16. Kern-Tulare Water District GSA

17. Eastside Management Area

18. Westside District Water Authority GSA

19. Rosedale-Rio Bravo Water Storage District GSA

20. Henry Miller Water District GSA

21. Olcese Water District GSA

22. Buena Vista GSA

RECITALS:

WHEREAS, Kern County Subbasin Groundwater Sustainability Agencies (“GSAs”) submitted adopted Groundwater Sustainability Plans (“GSPs”) covering the entire Subbasin to the Department of Water Resources (“DWR”) on January 31, 2020, and submitted revised GSPs to the State Water Resources Control Board on December 16, 2024.

WHEREAS, Annual Reports are due to DWR by April 1 of each year following the adoption of the Plan, and Subbasin GSAs are cooperating in preparation of the GSP Annual Report covering Water Year (WY) 2024 for the Kern County Subbasin “Annual Report”.

WHEREAS, Todd Groundwater and GEI will prepare the Annual Report for a total cost of \$112,940.00 in accordance with the attached Scopes of Work.

WHEREAS, each Party will pay an equal share of the total cost to prepare the Annual Report.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agreement is amended as follows:

AGREEMENT TERMS:

1. Cost Sharing: Cost Sharing: The Parties agree to collectively share the total cost of \$112,940.00 for the preparation of the Annual Report, with each Party contributing an equal 1/22 share of the total cost (\$5,134 each). The Parties will contribute their share of the total cost over one cash call to occur on or around January 15, 2025.

2. Payment to Buena Vista Water Storage District: The Parties shall deposit their respective contributions with Buena Vista Water Storage District, which will serve as the custodian of the funds. Consultant invoices will be sent directly to the contracting Party, and a copy of each invoice shall be forwarded to Buena Vista Water Storage District for payment following review by the Parties. The Plan Manager will facilitate the Parties’ timely review of invoices.

3. Accounting: Buena Vista Water Storage District shall maintain accurate accounting records and other documentation pertaining to all monies concerning this Agreement. Such records and documentation shall be kept at Buena Vista Water Storage District’s office during the term of this Agreement, and for a period of three (3) years from the date the final invoice is received from any of the Parties. Buena Vista Water Storage District shall, at any time during regular business hours, make available to any requesting Party the accounting records pertaining to that requesting Party.

4. Amendments: This Agreement may only be amended in writing and signed by all Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Joint Ownership of Work Product: All work product generated pursuant to this Agreement shall be jointly owned by the Parties so that each will have access and ability to utilize said work product.

7. Execution in Parts or Counterparts: This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

EXECUTION:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment number 1 to the Agreement as of the date first above written.

Arvin GSA

Derek Yurosek, Director

Wheeler-Ridge Maricopa GSA

Dennis Atkinson, President

Tejon-Castac Water District GSA

Angelica Martin, Board Secretary

Kern Delta Water District

Rodney Palla, Board Chair

City of Bakersfield

Bob Smith, City Councilmember

KCWA Improvement District No. 4

Thomas McCarthy, General Manager

Southern San Joaquin Municipal Utility District

Roland Gross, General Manager

Shafter-Wasco Irrigation District GSA

Randy Bloemhof, Board Member

Shafter-Wasco 7th Standard Annex

Randy Bloemhof, Board Member

North Kern Water Storage District GSA

Kevin Andrew, Board President

Cawelo Water District GSA

David Halopoff, Assistant General Manager

Semitropic Water Storage District GSA

Dan Waterhouse, Board President

West Kern Water District GSA

Greg A. Hammett, General Manager

KCWA - Pioneer GSA

Thomas D. McCarthy

Kern Water Bank Authority

Joe Butkiewicz, General Manager

Kern-Tulare Water District GSA

Skye Grass, General Manager

Eastside Water Management Area

Chad Hathaway, President

Westside District Water Authority GSA

Mark Gilkey, Executive Director

Rosedale-Rio Bravo Water Storage District GSA

Dan Bartel, Engineer-Manager

Henry Miller Water District GSA

Jeof Wyrick, President, Chairman

Olcese Water District GSA

James L. Nickel, President

Buena Vista GSA

Terry Chicca, Board President

Tim Ashlock, Engineer-Manager

January 8, 2025

VIA EMAIL: Tim@BVH2O.com

Tim Ashlock
Buena Vista Water Storage District
525 N. Main Street
Buttonwillow, CA 93206

Re: Kern Subbasin Annual Support for DMS, Website, and Annual Report Assistance

Dear Mr. Ashlock:

The purpose of this Task Order is to define the Scope of Work and the cost estimate for GEI Consultants to continue providing support to the Kern Subbasin for the Data Management System (DMS) technical support and hosting services, KernGSP website maintenance, and assisting Todd Groundwater with preparing the Kern Subbasin Annual Report to the Department of Water Resources (DWR). Outlined tasks and fees associated with maintaining the Kern Subbasin's DMS and website, and assistance with producing the WY2024 annual report are described below as separate tasks.

Task 0. Project Administration

A dedicated administrative assistant will be assigned to provide project administration. Tasks include budget management, monthly progress summary reports summarizing work performed with each invoice, tracking tasks performed outside the scope of work and potential budget impact.

Task 1. Data Management System

GEI will continue hosting the Kern DMS on a secure, dedicated server which includes routine server maintenance and assistance with unexpected bug fixes. The hosting fee is \$100 per month. Technical support will be provided as needed throughout the calendar year and invoiced based on the actual labor effort each month. Time is billed based on a minimum of 15-minute intervals, and work will be performed on an as-requested basis. Stephanie Hearn will serve as the Project Manager (PM) to the Subbasin and liaison to GEI's programming team.

The estimated budget also includes updating groundwater level sustainability indicators, consistent with the Subbasin's 2024 Plan. GEI will also support the Subbasin Point-of-Contact with coordinating groundwater level updates with DWR and exporting data for the SGMA Portal, as requested. A separate cost estimate will be provided for updating and possibly upgrading the DMS to incorporate sustainability indicators, reporting tools, and map viewer displays for water quality and subsidence sustainability indicators.

Assumptions

- Estimated labor effort is primarily for project management, minor fixes or updates, updating groundwater level sustainability indicators, and routine maintenance tasks.
- The monthly hosting fee remains \$100.
- Approximately 80 hours of labor effort is estimated for bug fixes and technical support.

Deliverables

- Hosting and server maintenance from January 1 through December 31, 2025.
- As-needed support with data fixes and DMS performance improvements.

Task 2. Website Maintenance

The Kern Subbasin website was developed in 2024 and populated with various documents and information to provide easy access to the public on Subbasin-wide SGMA activities. GEI will support website maintenance by paying annual fees, troubleshooting technical errors, and updating documents as requested. Support will be provided as needed throughout the calendar year and invoiced based on the actual labor effort each month. Stephanie Hearn will serve as the Project Manager (PM) to the Subbasin and liaison to GEI's web developer.

Assumptions

- Estimated labor effort is primarily for project management and minor fixes or updates. A new budget estimate will be provided for any significant changes or updates to the website content or materials.
- Pass through expenses are estimated up to \$150 to renew the domain name, website registration, and WPForms tool that enables people to register for the Kern Subbasin email distribution list.
- Approximately 15 hours of labor effort is estimated for minor fixes and content updates.

Deliverables

- Website maintenance and minor fixes/content updates from January 1 through December 31, 2025.

Task 3. Annual Report Assistance

GEI assists Todd Groundwater and the Subbasin with gathering data from public databases and/or providing reminders to agencies to ensure all data is compiled in time for running data reports. Assistance is provided for gathering the necessary data, ensuring data is accurately entered into the DMS, and assisting with data exports. Based on previous annual report assistance, data gathering for the Kern Subbasin WY2024 Annual Report will include:

- Municipal surface water supplies for Cal Water, City of Bakersfield, East Niles CSD, and Oildale Mutual Water Co.
- Water use data from cities that do not report water usage to the State Water Board's Conservation Portal (Buttonwillow, Lost Hills, and McFarland).
- Obtain wastewater data from North of the River Sanitation District, cities and prison facilities. Waste Discharge volumes will also be downloaded from the Regional Board's website for municipalities that report electronically.

- Additional support is provided for preparing the GSA narratives and exporting them into a contiguous file, performing QAQC review of conservation portal data (municipal water use), extracting groundwater pumping data, and assisting with reconciling data or performing QAQC data reviews as requested by Todd Groundwater.
- GEI will also assist with preparing a Subbasin-wide summary based on the GSA narratives.

Assumptions

- Labor effort is estimated based on WY2023 effort level.

Deliverables

- Data management support, as-requested assistance to Todd Groundwater.
- Annual Report Section: hydrographs, Subbasin and GSA narratives (Section 7), and DWR Water Use Reports.

Budget

The maximum estimated budget of \$39,350 is based on the proposed scope of work and assumptions. Billing for all work completed under this proposal will be in accordance with the terms of the Professional Services Agreement between GEI and Buena Vista Water Storage District, with labor billed at 3.05 times the labor rate. Invoices are prepared on a time-and-materials basis and submitted within one month of performing the work. The Subbasin will only be billed for the actual hours worked. Total Project billings will not exceed the authorized budget amount without obtaining written authorization.

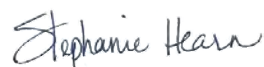
Table 1. Budget Estimate

Task	Hours	Budget
0. Project Administration	24	\$3,000
1. DMS Management System	80	\$16,200
2. Website Maintenance	15	\$2,150
3. Annual Report Assistance	90	\$18,000
Total Budget Estimate		\$39,350

Closing

If this proposal is acceptable, please have an authorized representative sign indicating your acceptance of this Task Order. We look forward to continuing to work with the Kern Subbasin. If you have any questions or require additional information, please contact Stephanie Hearn at 661.716.3026 or shearn@geiconsultants.com.

Sincerely,



GEI Consultants, Inc.

Stephanie Hearn

Branch Manager, Permitting and Compliance



GEI Consultants, Inc.

David Miller

Principal Consultant

December 18, 2024

MEMORANDUM

To: Kristin Pittack, Kern County Subbasin Plan Manager

From: Michael Maley, Principal Hydrogeologist

Re: Proposal – Preparation of GSP Annual Report for WY2024
Kern County Subbasin Groundwater Sustainability Plans (GSP)

1 INTRODUCTION

The Kern County Subbasin (Subbasin) Groundwater Sustainability Agencies (GSAs) submitted adopted Groundwater Sustainability Plans (GSPs) covering the entire Subbasin to the Department of Water Resources (DWR) on January 31, 2020. Annual Reports are due to DWR “by April 1 of each year following the adoption of the Plan” (§356.2). Subbasin GSAs are cooperating in preparation of the fifth GSP Annual Report covering Water Year (WY) 2024 for the Kern County Subbasin.

Todd Groundwater successfully prepared and submitted the previous five Annual Reports (WY2019 through WY2023) to DWR. We envision working cooperatively with Subbasin GSAs and their consultants to compile and incorporate information that either is currently available or is being collected as part of GSP implementation. As occurred during the preparation of the previous annual reports, we assume that all the Subbasin GSAs will provide upload the required water budget data and GSP Implementation Progress Summaries for the Annual Report via the Subbasin Data Management System (DMS). To provide sufficient time to incorporate this data into the annual report with sufficient time for Subbasin GSA review to meet the April 1, 2025, submittal deadline, we request that all the Subbasin GSAs provide their data and information by January 24, 2025. Todd Groundwater will work with the Subbasin Plan Manager (Kristin Pittack) to coordinate communications with Subbasin GSAs and DWR.

2 APPROACH

Preparation of the WY2024 Annual Report will continue to follow regulatory requirements provided in reporting standards for Annual Report data in Article 3 (§352.4) and additional reporting provisions in Article 4 (§353.4). In October 2023, DWR issued a Guidance¹ document for preparation of Annual Reports that included additional information requirements. The new DWR Guidance document lists three primary sections for the Annual Report. These include:

- Executive Summary
- Data Analysis Summary
- Progress Toward Implementation

¹ Groundwater Sustainability Plan Implementation: A Guide to Annual Reports, Periodic Evaluations & Plan Amendments, California Department of Water Resources, October 2023.

The Executive Summary and Data Analysis Summary sections in the previous Annual Report are in generally consistent with the requirements of the new DWR Guidance document with only minor modifications. The Progress Toward Implementation provided a more detailed description of the reporting requirements than were listed in Article 7 of the GSP regulations (§356). These include the following topics to be covered;

- **Current Conditions for Each Sustainability Indicator** - The Report should describe, tabulate, and provide graphical representation of how current sustainability indicator conditions compare to minimum thresholds, interim milestones, and measurable objectives identified in the Plan.
- **Projects and Management Actions (PMAs)** – The Report should provide a description and table(s) of the status and/or progress toward implementing PMAs. The discussion should include the status of each PMAs listed in the GSP (e.g., active, pre-planning, conceptual, inactive), the benefits observed from active PMAs, expected schedule for PMAs in planning stages, and descriptions of anticipated benefits to occur within the next water year.
- **Progress Made on Recommended Corrective Actions** - The Annual Report should describe what actions have been taken during the preceding water year to address recommended corrective actions.
- **Other Information on Implementation Progress** - summarize any agency outreach and engagement during the preceding water year to inform the public of the status of GSP implementation, such as committee meetings, stakeholder engagement, public outreach events, coordination efforts with state and federal agencies, local well permitting and land use planning agencies, and neighboring GSAs.

Todd Groundwater will coordinate with the Subbasin Plan Manager and DMS Group for the collection of the water budget data and GSP Implementation Progress summaries for the WY2024 Annual Report.

- **The target date for getting GSAs to update the DMS with their water budget data and GSP Implementation Progress summaries is January 24, 2025.**

The water budget data serves a dual purpose of populating the DWR water budget templates and updating the C2VSimFG-Kern model. Todd Groundwater will generate hydrographs of the Subbasin monitoring network wells that conform with the new DWR Guidance document..

We will continue to use the C2VSimFG-Kern model, following the same technical approach used in the previous annual reports, to support the data analysis for the WY2024 Annual Report. The model has proved to be an efficient tool to develop several of the required regulatory water budgets and other analyses. Specifically, the model will be used to develop change in groundwater in storage (maps and tables), a map of groundwater extractions, and the non-measured components on the four DWR templates. Use of the model for each of these analyses provided technically credible results that are consistent with the water budgets presented in current Subbasin GSPs.

3 SCOPE OF SERVICES

Tasks associated with the proposed scope of services are summarized below. Todd Groundwater intends to follow a similar approach used for previous annual reports to maintain consistency in methodology and presentation.

Task 1: Update Groundwater Conditions and Water Budgets

The guidance from Article 7 of the GSP regulations specified annual reporting requirements that include presentation of water budget data, hydrographs, groundwater elevation maps that are compiled from GSAs, member agencies, and other entities throughout the Subbasin. The existing format is considered to meet the requirements of the new DWR Guidance, so no substantial report format changes are considered necessary for these sections. The generation of hydrographs and water budget data will be performed via the DMS for WY2024. The subtasks described below outline the steps necessary to meet these annual reporting requirements.

Subtask 1A: Review Hydrographs

In compliance with regulatory requirements and the new DWR Guidance document, hydrographs will be prepared for all of the GSP network wells in the Subbasin. These will be as an appendix to the Report. The hydrographs will present overall trends and fluctuations for WY1995 through WY2024, which will be described briefly in the context of water year type. Hydrographs will include the minimum threshold and measurable objective for each well; therefore, any updates to these values will need to be provided by the reporting GSA. A map showing the location of submitted hydrographs will be developed and PDF files of each hydrograph will be included in an appendix of the Annual Report.

Subtask 1B: Prepare Water Budget Templates

DWR provides four required templates documenting water types, sources, and use within the Subbasin. Working with the individual agencies, Todd Groundwater will compile water supply data for the following categories:

- Groundwater Extractions tabulated by water use sector (generally Urban, Agricultural, Managed Recharge, and Other).
- Groundwater extraction measurement methods and accuracy.
- Surface Water Supply tabulated by water use source type.
- Total Water Use.

In accordance with guidance from Article 7 of the GSP regulations, data from more than 40 member agencies, municipalities and other entities throughout the Subbasin will be compiled through the DMS. Metered groundwater extractions, surface water supplies and water use data will be compiled for the DWR water budget templates via the DMS. The C2VSimFG-Kern model update will be used to calculate agricultural water demand. Reported data will be reviewed for consistency with the previous templates and with information provided for the model update. For example, the total surface water supply will be compared to total diversions into the basin to check for potential major discrepancies.

Subtask 1C: Construct Groundwater Elevation Contour Maps

Subbasin-wide water level contour maps for the Primary Principal Aquifer will be developed consistent with interpretations with the recently adopted GSP. Water level data required for the contour maps will be downloaded from the DMS. For the three additional local Principal Aquifers (Upper Principal Aquifer in the northwest, Santa Margarita Principal Aquifer in the northeast, and the Olcese Principal Aquifer in the east), Todd Groundwater will work directly with the GSAs responsible for those aquifers. It is preferred that the responsible GSA develop the localized groundwater elevation maps to the extent that

data are available to better ensure that the interpretation is consistent with their GSP. Todd Groundwater will coordinate with the appropriate agencies to incorporate the Fall 2023 and Spring 2024 maps into the Annual Report.

Subtask 1D: Analyze Change in Groundwater in Storage and Groundwater Extraction

GSP regulations (§ 356.2 (b)(5)(B)) for the Annual Report require both a map and graph of changes in groundwater in storage and groundwater extraction be developed over the entire groundwater basin. Todd Groundwater will develop change in groundwater in storage maps and graphs using the C2VSimFG-Kern model, using the same tool and methodology as in previous annual reports to maintain consistency in the results.

Data for the model update will be compiled by the DMS using similar data templates that were sent to each district in prior years. LandIQ is providing WY2024 ET rates, precipitation and crop acreages for the Kern County Subbasin. The Kern River and Poso Creek streamflow for WY2024 will be updated based on locally measured weir data. Precipitation data will be updated using publicly available precipitation data from the PRISM Climate Group at Oregon State University. The monthly rainfall data for Kern County for WY2024 will be mapped into C2VSimFG-Kern input files. Todd Groundwater will utilize these data sets to develop the WY2024 Annual Report water budget update.

The updated C2VSimFG-Kern subbasin-wide results will be appended to the previous C2VSimFG-Kern results for WY1995 to WY2024 for required water budget tables and graphs. One annual change in groundwater storage map and one groundwater extraction map will be developed for WY2024 for the entire Kern County Subbasin using the updated C2VSimFG-Kern subbasin-wide results. Map generation will follow methodology similar to that used for the previous annual reports.

Task 2: Evaluate GSP Implementation Progress

As GSP implementation progresses, the Subbasin will be evaluating performance with respect to sustainability as part of the Annual Report. To date, this has been performed by each GSA providing a GSP Implementation Summary. In the previous Annual Report, this was expanded to include a summary of changes observed in the basinwide water budgets.

Subtask 2A: Summary of Coordination with SWRCB during Preparation of Revised Subbasin GSP

Subtask 2A will provide a summary to document the activities and coordination between the Subbasin GSAs and the SWRCB to address the DWR deficiencies during the preparation of the review draft Subbasin GSP in WY2024 and that was adopted in December 2024 (WY2025).

Subtask 2B: Current Sustainability Indicator Conditions

Subtask 2B represents an expanded information of current information for each sustainability indicator applicable to the basin. This is a new requirement from the new DWR Guidance document that will require new and additional data to be added to the Annual Report. These data will be described, tabulated, and presented graphically to represent how current sustainability indicator conditions compare to minimum thresholds, interim milestones, and measurable objectives identified in the Plan, including an evaluation whether minimum threshold exceedances have occurred and determine if those exceedances constitute an undesirable result in the basin, for each applicable sustainability indicator.

The DWR Guidance document lists the following information to be provided for each sustainability indicator with applicable monitoring and data collected during the previous water year:

- Definition of significant and unreasonable conditions
- Description of sustainable management criteria (minimum threshold, measurable objective and interim milestones, undesirable results)
- Representative monitoring site information (e.g., name and location of well or subsidence InSAR mapping data)
- Measurement information and monitoring methods
- Comparison of measurement to sustainable management criteria
- Discussion of results and potential causes of observed conditions

The DWR Guidance document further recommends assessing whether impacts to beneficial users from changes in groundwater conditions have occurred during the preceding water year. Examples provided include:

- Dry wells
- Subsidence-related infrastructure damage
- Groundwater dependent ecosystem health
- Emergency water shortages
- Changes in water quality
- Extent of seawater intrusion

The current conditions for each sustainability indicator section should also include a description of efforts to fill data gaps during the preceding water year and how new data and information are being applied to improve basin understanding and reduce management uncertainty identified in the Plan. New information obtained from existing wells in the monitoring network during the preceding water year, such as well video surveys, reference elevation surveys, and geophysical data can also be described and used to update the understanding of the basin and the SGMA Portal Monitoring Network Module.

Subtask 2C: Projects and Management Actions (PMAs)

Similar to the previous annual report, each GSA will submit a GSP Implementation Progress Summary via the DMS. Each GSA should provide a summary sentence/paragraph along with a bullet list of the WY2024 GSP activities or actions for their area. Documentation of progress with GSP implementation will need to be consistent with the current Revised GSPs for each GSA. Todd Groundwater will review each summary, and any questions will be directed to the reporting GSA. The final GSP Implementation summaries will be compiled into the WY2024 Annual Report.

The new DWR Guidance document requires that the GSA should provide updates in the Annual Report on implemented, planned, or proposed actions to address observed impacts. The GSP Implementation Progress Summary will be updated to provide a description and table(s) should that include the following:

- status of the various projects proposed in the GSP (e.g., active, pre-planning, conceptual, inactive),
- the benefits observed from active PMAs, expected schedule for projects and management actions in planning stages, and

- descriptions of anticipated benefits to occur within the next water year, to be reported on in the next Annual Report.
- assessment of PMAs necessary to respond to hydrologic or climate conditions and the response of those activities on achieving the sustainability goal for the basin.
- brief evaluation of whether the implementation of PMAs are resulting in adverse impacts to the various sustainability indicators, adjacent groundwater basins, or beneficial uses and users
- methods and processes that occurred during the water year to publicly notice and engage interested parties concerning the status and implementation of PMAs

The Annual Report will provide a consolidated basinwide summary of GSP Implementation that will highlight observations demonstrating the effectiveness of GSP implementation and provide documentation potential issues. The purpose is to provide a more coordinated basinwide summary of GSP Implementation progress for DWR reviewers. This summary will include:

- **GSP Implementation Projects and Management Actions.** This is envisioned as a table intended to highlight the actions that have been taken by the Subbasin GSAs. This table will be based on input provided in the GSA GSP Implementation Progress Summaries (Subtask 2A) and will be accompanied by a brief discussion.
- **Compliance with Exceedance Policy.** This will provide a consolidated summary of exceedances and actions taken during WY2024 based on input provided in the GSA GSP Implementation Progress Summaries (Subtask 2A). The discussion of the exceedances will be presented in context with the overall Subbasin monitoring program results to provide a preliminary assessment of undesirable result status.
- **Water Budget Assessment.** The water budget assessment will include a summary of changes observed in the basinwide water budgets based on the WY2024 data submitted to the DMS and other sources. The evaluation will compare the total recharge, water use and change in groundwater in storage for WY2024 to similar hydrologic years from the 1995 to 2014 Historical Baseline period from the GSPs. The assessment will focus on presenting observations, but will be represented as a preliminary since there are multiple potential factors that may be contributing to the observed changes in water use.

Since this is an expanded component the Annual Report based on the new DWR Guidance document, we anticipate that this section will require considerable review by the Subbasin GSAs before it can be finalized in the Annual Report. Additional requirements that may be added to those outlined above may require an additional scope of work. It is important for Subbasin GSAs for provide timely Annual Report input so that there is sufficient time to prepare and review this section before the April 1, 2025 submittal deadline.

Subtask 2D: • Other Information on Implementation Progress

The Annual Report should summarize any agency outreach and engagement during the preceding water year to inform the public of the status of GSP implementation, such as committee meetings, stakeholder engagement, public outreach events, coordination efforts with state and federal agencies, local well permitting and land use planning agencies, and neighboring GSAs. This summary should include any public comments, feedback, or concerns the GSA has received related to plan implementation over the previous water year, in writing or during public meetings, and how the GSA has considered those comments.

The Annual should provide information or accomplishments related to implementation efforts that it is using to achieve the sustainability goal for the basin, such as obtaining additional funding. Finally, the GSA should outline anticipated implementation activities and efforts to occur in the upcoming water year, such as planned data gap filling efforts or project and management action implementation.

Task 3: Prepare Administrative Draft, Draft, and Final Annual Report

Task 3 provides for the preparation of the Annual Report document. Prior to the submittal of the Final Report to DWR, Todd Groundwater will prepare a series of draft reports that will be circulated to the Subbasin GSAs for review and comment. The general schedule for the draft and final reports are planned as follows:

- An Administrative Draft Annual Report will provide a near-complete document that will be provided to the Subbasin GSAs for review and comment. Initial results presented in this draft will be presented to the Subbasin GSA Manager Meeting, tentatively scheduled for March 7, 2024.
- A Draft Annual Report will provide a complete document that will address initial comments on the Administrative Draft. This draft will be provided to the Subbasin Coordination Committee for review and comment. This draft will be presented to the Subbasin Coordination Committee, tentatively scheduled for March 21, 2024.
- A Draft Final Annual Report will be provided prior to submittal for any last-minute minor additions or corrections, if necessary.
- The Final Annual Report will be coordinated by Todd Groundwater and the Subbasin Plan Manager for submittal of the report prior to the deadline of April 1, 2024.

The draft report review period will be to address remaining data deficiencies, incorporate comments, and review the report for compliance with Annual Report regulations. Todd Groundwater will respond to comments and coordinate document production during this period. The final report will be prepared as a PDF document that will be uploaded to the DWR SGMA portal and distributed to the Subbasin GSAs.

The DWR Water Budget Templates that will be uploaded separately to DWR along with this Annual Report. Each of the main budget data types will be summarized in the Annual Report along with a brief data description using a similar format as was used for the previous annual reports.

Task 4: Coordination, Communication and Meetings

As indicated above, there will be a need for communication with Subbasin GSAs to obtain comparable data across the entire Subbasin for inclusion in the WY2024 Annual Report. To expedite the process, Todd Groundwater will coordinate with the Subbasin Plan Manager for getting GSAs to update the DMS with their water budget data and GSP Implementation Progress summaries by the January 24, 2025 target date.

Communications may include individual calls/emails with Subbasin agencies, conference calls during periodic meetings of GSA managers, and video conference meetings to present progress to date and discuss outstanding items or issues. In particular, any questions or contacts with DWR regarding clarifications of Annual Report requirements will be coordinated through the Subbasin Plan Manager.

For budget and planning purposes, two Teams Meeting updates on the Annual Report are assumed as part of this scope. Because of the large number of attendees, the Subbasin Managers Meetings – typically held on Friday mornings – will be used as a forum for data requests, discussion, and comments regarding the Annual Report preparation process.

4 BUDGET AND SCHEDULE

To better facilitate preparation of the WY2024 Annual Report, our work on the Annual Report data requests will begin upon receipt of a notice to proceed. The Todd Groundwater team will include staff members who worked on previous GSP annual reports and are all familiar with the Kern County Subbasin and GSP data in order to meet the regulatory submittal date of April 1, 2025.

Execution of the scope of work described herein is estimated to cost \$72,990. A budget summary by task is provided in Table 1. This cost estimate is considered a not-to-exceed estimate and Todd Groundwater will not exceed this cost without written authorization from the Subbasin GSAs. In addition, work will be conducted on a time and materials basis and only the costs expended will be invoiced.

Please let us know if you have questions regarding this proposal. For the WY2024 Annual Report, time is of the essence, and we stand ready to move the effort forward as soon as possible.

TABLE 1 – Budget Summary to Complete the WY2024 Annual Report

TASKS	ESTIMATED COST
Task 1: Update Groundwater Conditions and Water Budgets	\$24,460
Task 2: Evaluate of GSP Implementation Progress	\$22,600
Task 3: Prepare Administrative Draft, Draft, and Final Annual Report	\$21,550
Task 4: Coordination, Communication and Meetings	\$4,380
TOTAL	\$72,990

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 11A

**BEFORE THE BOARD OF DIRECTORS OF
NORTH KERN WATER STORAGE DISTRICT**

IN THE MATTER OF:

RESOLUTION NO. 25-XX

**DETERMINATION THAT NO ELECTION BE HELD ON MARCH 4, 2025
FOR DIVISIONS 1, 3, AND 4 AND REQUESTING APPOINTMENT OF
DIRECTORS THEREFOR**

WHEREAS, the terms of office of the following Directors representing the following divisions, respectively, of NORTH KERN WATER STORAGE DISTRICT expire at the regular meeting to be held April 15, 2025:

Robert Holtermann	Division 1
Kristen Camarena	Division 3
Kevin S. Andrew	Division 4

WHEREAS, the time of holding a general election for the election of successors of said Directors is March 4, 2025;

WHEREAS, more than eighty-four (84) days prior to said March 4, 2025, the Secretary of the District caused to be published a notice stating the time of said forthcoming general election and reciting the provisions of Sections 41305 and 41307 of the California Water Code, in accordance with and as required by Section 41308 of the California Water Code;

WHEREAS, nomination petitions have been filed purporting to nominate each of the following named persons for the office of Director for the respective division set opposite his or her name, and requesting that his or her name be placed on the ballot for such respective division, namely:

Robert Holtermann	Division 1
Kristen Camarena	Division 3
Kevin S. Andrew	Division 4

WHEREAS, all of said nominating petitions were so filed with the Secretary of this Board at least sixty (60) days before said election and the dates of filing thereof are endorsed thereon;

WHEREAS, said nomination petitions were sufficient as to the form set forth in Section 41305 of the California Water Code and were signed by ten (10) or more voters in such respective division;

WHEREAS, by reason of the foregoing, this Board declares and finds that, as of January 2, 2025, the first business day following the fifty-ninth (59th) day prior to March 4, 2025, said election day, the only person nominated for the office of Director for Division No. 1 is Robert Holtermann; the only person nominated for the office of Director for Division No. 3 is Kristen Camarena; and the only person nominated for the office of Director for Division No. 4 is Kevin Andrew; and

WHEREAS, this Board desires to exercise its discretion, as provided in Section 41307 of the California Water Code, as to filling the office of Director for Divisions No. 1, 3, and 4.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of this District, as follows:

(1) That no election be held in NORTH KERN WATER STORAGE DISTRICT on March 4, 2025, for the election of Directors for Divisions No. 1, 3, and 4.

(2) That pursuant to Section 41307 of the California Water Code the Board of Directors of NORTH KERN WATER STORAGE DISTRICT does hereby request that the Board of Supervisors of Kern County appoint the following persons to the offices of Director of the District, for the terms of four (4) years each, commencing pursuant to Sections 40300 and 41300 of the Water Code, at the regular meeting to be held April 15, 2025, as the only persons nominated for said offices, respectively:

Robert Holtermann
Kristen Camarena
Kevin S. Andrew

Division 1
Division 3
Division 4

(3) That a certified copy of this resolution be forwarded to the Board of Supervisors of Kern County.

All the foregoing, being on the motion of Director _____ and seconded by Director _____, is hereby authorized by the following vote, namely:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true copy of the Resolution of the Board of Directors of NORTH KERN WATER STORAGE DISTRICT as duly passed and adopted by said Board of Directors on January 21, 2025.

[SEAL]

Assistant Secretary of the Board of Directors

CERTIFICATE

WE, _____ and _____, do hereby severally certify that the undersigned are the President and Assistant Secretary, respectfully, of the NORTH KERN WATER STORAGE DISTRICT, that the foregoing is a true and correct copy of a resolution and order adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at the principal office of the District on the 21st day of January 2025, at which meeting a quorum of said Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of said District this 21st day of January, 2025.

(SEAL)

President of the Board of Directors

ATTEST:

Assistant Secretary of the Board of Directors