

Board Meeting



July 2025

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

District Board Room:	Remote Location:
33380 Cawelo Avenue	1415 New York Rd.
Bakersfield, CA 93308	Leesburg, GA 31763

Tuesday, July 15, 2025 - 7:00 a.m.

CALL TO ORDER
PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of June 17, 2025, 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. PG&E Monthly Analysis
 - C. District Exchange Balances
 - D. Operations Report
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 Security Camera at Calloway Canal and Poso, Blue Line Solutions
8. Groundwater Committee
 - A. North Kern GSA & North Central Kern GSA Group
 1. General GSP Activity Update,
 2. Consider Approving Fourth Amended and Restated Joint Exercise of Powers Agreement for the Kern Non-Districted Land Authority

9. Produced Water Ad Hoc Committee*
10. Negotiating Committee*
11. Counsel of District
 - A. Appointment to Fill a Vacancy in the Office of Director, Division 3, Resolution #25-xx
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)
 - (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)
 - (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: two cases
 - 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 Regular Board Meeting of June 17, 2025

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:01 a.m., on June 17, 2025.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Joel Ackerknecht, Winn Glende and Robert Holtermann. Others present: David Hampton (General Manager), Ram Venkatesan (Deputy General Manager) Marinelle Duarosan (Controller), Heather Williams (Operations Superintendent) and Christy Castaneda (Administrative Assistant) of North Kern Water Storage District, Scott Kuney, Alan Doud, Brett Stroud and Mark Bateman (District Counsel - Young Wooldridge), Guests present: Stephanie Hearn, Art Chianello, Monte Mitchell, Sonia Lemus, Michael Boccadero and John Gaugel.

President Andrew called the meeting to order at 7:01 am and opened the floor for Public Comments. At this time, there were none.

Board of Directors –

- (25-52) Upon motion of Director Holtermann, seconded by Director Glende and unanimously carried, to approve the minutes from May 19, 2025, Special Board Meeting.
(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Consent Calendar –

Consent Calendar included the following:

- A. District Groundwater Levels
- B. PG&E Monthly Analysis
- C. District Exchange Balances
- D. Operations Report
- E. Approve Renewal of Standard Form District License Agreement Southern California Gas Company
- F. Approve Issuance of the Standard Form District License Agreement to Lennar Homes of California

- (25-53) Upon motion of Director Glende, seconded by Director Holtermann and unanimously carried, to approve the Consent Calendar.
(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

General Informational Items –

Watermaster Chianello gave a brief update on the 2025 Kern Water Control Manual revisions and Kern River activities. Mr. Chianello believes that the updates to the Water Manual incorporates and reflects the Kern River Interests change requests and provides flexibility for future water operations. The Manual is anticipated to be adopted by the end of the year. The inflow at Isabella Lake is at about 1,977 CFS and the outflow is 1,384 CFS. The latest Bulletin 120 projection is 80% of average.

At this time, Michael Bocadorro of the Agricultural Energy Consumers Association (AECA) addressed the Board and provided a presentation on energy average and increasing rates, legislative activities, and other AECA activities. He stated that AECA has increased their public affairs and lobbying activities to raise awareness in Sacramento of the high-cost impacts to Consumers and the increasing costs of energy. He noted that there exists an affordability crisis in California and that AECA is highlighting this through their efforts.

Kern River Watershed Coalition Authority/Kern Water Collaborative Update – General Manager Hampton provided an update and advised the District to consider the collaborative management approach to address the CV Salt nitrate issue through the Voluntary Contribution Agreement, which provides for cost sharing of costs to comply with current regulation requirements. The 2025 Budget is estimated at \$922,000 and cost sharing is based on rate structures across various industries. North Kern's cost share for 2025 is estimated at \$5,500 and would be split with CRC.

Financial Matters –

- (25-54) Upon motion of Director Ackerknecht, seconded by Director Glende and unanimously carried, to receive and file the Treasurer's Report for the North Kern Water Storage District for the month of May as presented.

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

- (RR25-55) Upon motion of Director Ackerknecht, seconded by Director Glende and unanimously carried, to receive and file the Treasurer's Report for the Rosedale Ranch Improvement District for the month of May as presented.

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

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

- (25-56) Upon motion of Director Holtermann, seconded by Director Glende and unanimously carried, to approve payment of the Accounts Payable balance for the North Kern Water Storage District for the month of May as presented.

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

- (RR25-57) General Manager Hampton noted that the RRID Accounts Payable report needs to be revised as it contains a payment to Young Wooldridge that has been processed twice in error. The revised disbursement total should be \$4,955.15. Upon motion of Director Holtermann, seconded by Director Glende and unanimously carried, to approve payment of the revised Accounts Payable balance for the Rosedale Ranch Improvement District for the month of May as noted.

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

Consulting District Engineer – Mrs. Hearn provided an update on the following:

Project Summary – Calloway Canal lining project from Snow Road to 7th Standard Road has been completed. The 2018 and 2020 Drought Resiliency Project is nearing completion and should be complete by the end of July.

Status of Grants – Mrs. Hearn reported that they are focusing on the State of California Prop 4 grant for potential grant opportunity and anticipate reviewing the Fund Expenditure Plan by DWR (to be released within the next 2-3 months) for further funding opportunities. DWR grants are expected to be awarded in late 2026. GEI is maintaining close contact with U.S. Bureau of Reclamation staff for future funding opportunities.

ILRP/CV Salts – Mrs. Hearn reported that we are at the 5-year milestone of the planning period for the Salt Control Program. Kern Water Collaborative (KWC) voted to offer nitrate testing and mitigation to domestic wells that exceed the nitrate

standards for the entire Kern Subbasin. With extended coverage, the entire Kern Subbasin is eligible for nitrate testing at no cost to the property owner, and replacement water will be provided to any property that exceeds the standard for nitrate.

Budget & Personnel Committee – No Report at this time.

Engineering Committee –

(25-58) Upon motion of Director Ackerknecht, seconded by Director Glende and unanimously carried, to authorize the General Manager to execute Task Order 25-05 with GEI Consultants for providing Engineering Design and Bid Support services for the 2022 Drought Resiliency Grant for a budget amount not-to-exceed \$175,000.

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

(25-59) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve Canal Right of Way Exchange Agreement with V Lions Holdings, LLC, accept Grant of Underground Water Pipeline easement from V Lions Holdings, LLC to North Kern for R-1 Canal and approve Quitclaim of a portion of the existing canal easement for the R-1 Canal from North Kern to V Lions Holdings, LLC.

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

Groundwater Committee –

General Manager Hampton provided an update on the amended draft of the GSA Plan and related appendix documents noting that outreach and engagement plan and activity documentation have been included. He stated that once the Plan has been posted by the State Board, a 45-day comment period begins. The Public Hearing with the State Board is scheduled for September 17, 2025.

(25-60) Upon motion of Director Glende, seconded by Director Holtermann and unanimously carried, to approve Final Draft Amended Kern County Subbasin Groundwater Sustainability Plan (Final Draft 2025 GSP), supporting appendices and documents, and authorize submittal to State Water Resources Control Board by no later than June 20, 2025 and release for public review and comment.

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

Mr. Hampton gave a brief update on a scope of work proposal for analysis of Evapotranspiration (ET), precipitation, crop type, and permanent crop age at the field level with an expenditure cap on cropped acreage, with a maximum annual escalator of 3%. After Kern Subbasin discussions and comments, Land IQ revaluated the process and recommended a \$0.79/acre and \$0.20/acre cost split. There was a recommendation to move closer to a 90/10 split. However, the Board directed staff to maintain an 80/20 split.

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 – Mr. Hampton informed the Board that the District received a letter of resignation from Director Camarena and that the District would proceed with posting a Notice of

Vacancy for Division 3. In addition, Monte Mitchel from Wonderful Orchards was present at the meeting and was recommended as a potential replacement for Kristen Camarena. The Board directed staff and legal counsel to provide the necessary notice of vacancy to the Kern County Registrar of Voters.

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) State Water Resources Control Board, Administrative Hearing Office
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- 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 9:05 a.m.

The Board reconvened back into the open session at 10:43 a.m. There were no reportable actions.

Respectfully Submitted,

David Hampton, General Manager

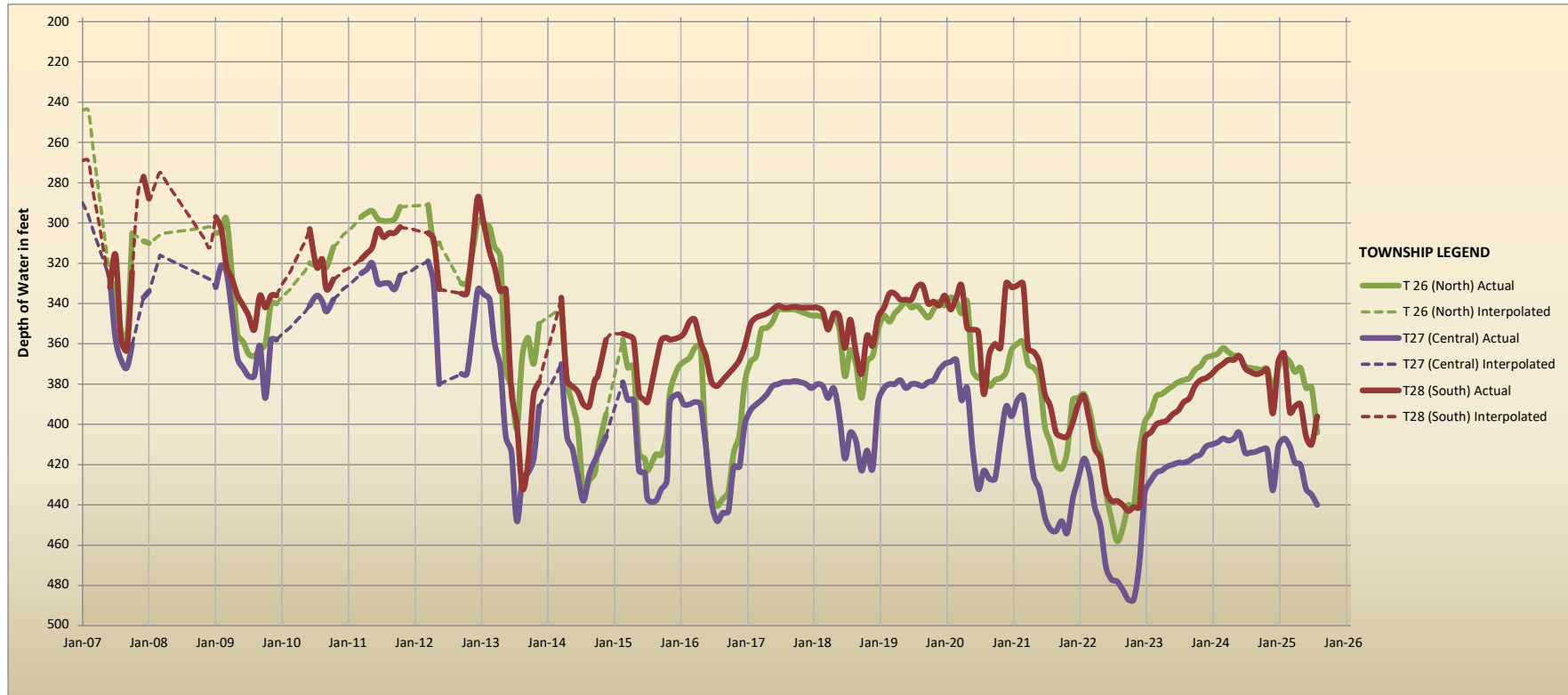
Approved by Board
July 15, 2025

Kevin Andrew, President

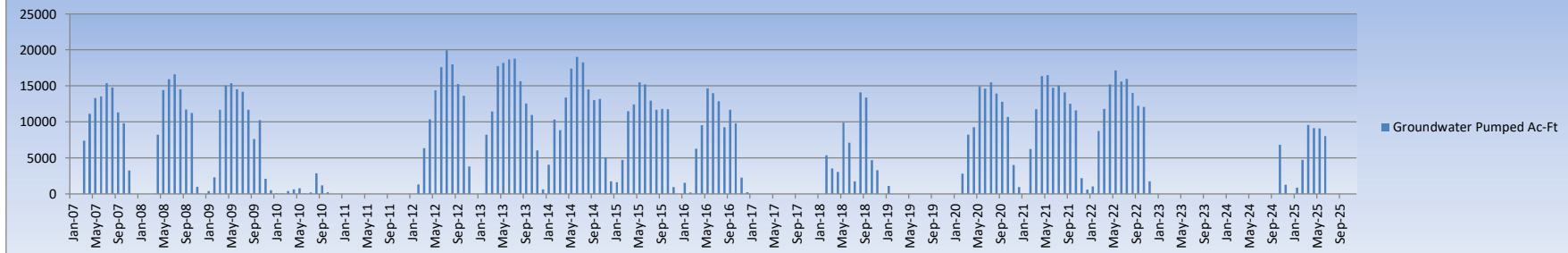
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



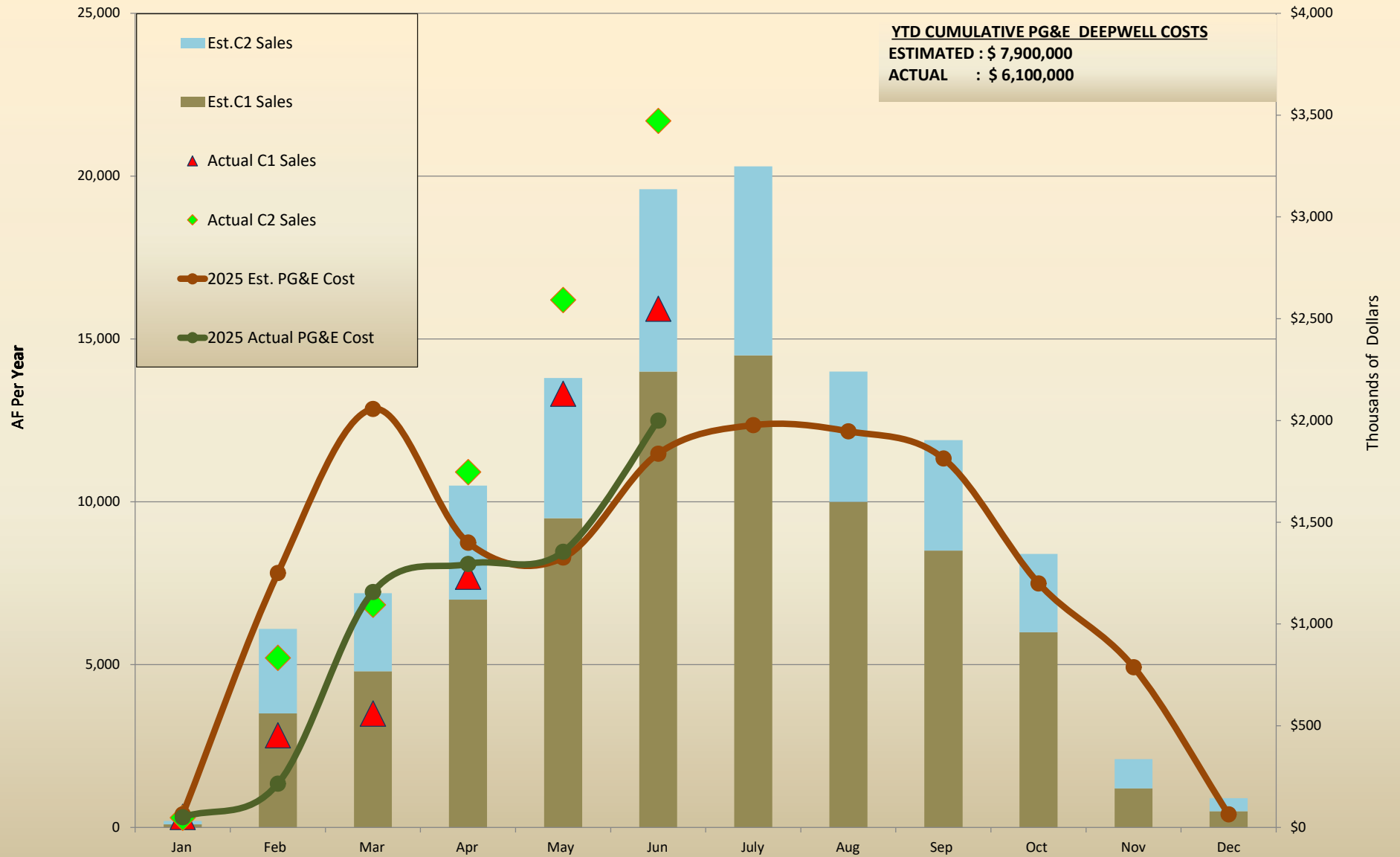
DISTRICT DEEP WELL PRODUCTION Ac-Ft



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

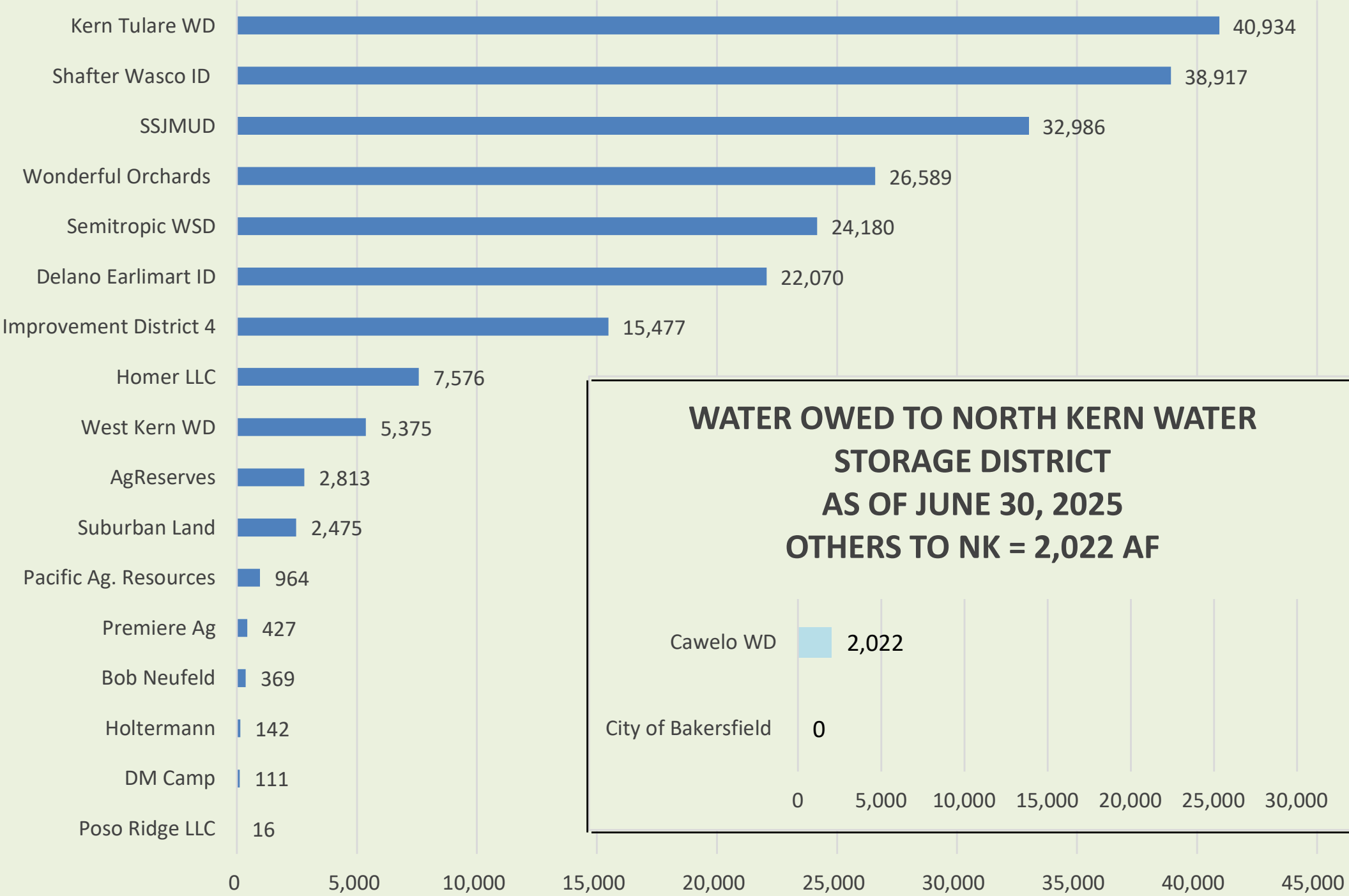
EXHIBIT "A"
Budgeted and Actual PG&E Costs for 2025



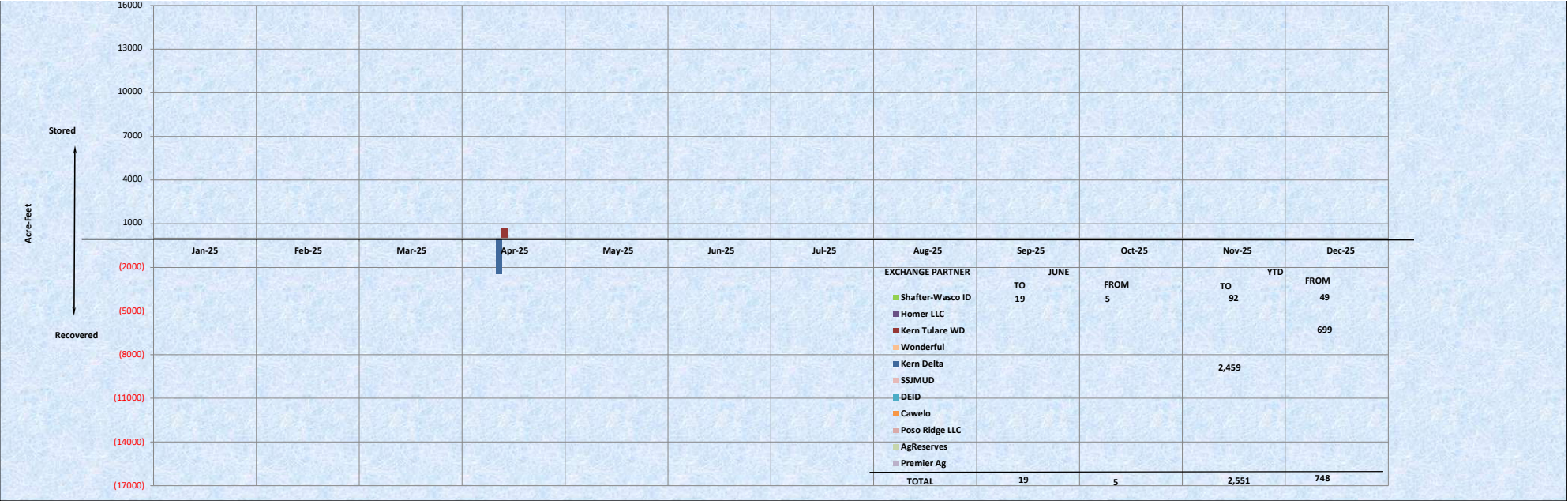
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
JUNE 30, 2025
NK TO OTHERS = 221,440 AF**



NORTH KERN WATER STORAGE DISTRICT
MONTHLY EXCHANGE QUANTITIES FOR 2025
(QUANTITIES IN AF)
(INCLUDES LEAVE BEHIND)



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2D



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

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

July 11, 2025

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 325,921 AF. Today's estimated natural flow is 482 CFS and the regulated outflow is 1,620 CFS. The district's share of storage is estimated to be 83,500 AF and receiving an average of 3 CFS of Kern River entitlement daily.
2. For the month of June, district deep well production was 6,810 AF and an estimated 21,000 AF of Kern River water was diverted into the Beardsley Head. Class 1 deliveries averaged 309 CFS/day and Class 2 deliveries averaged 149 CFS/day. The maximum daily irrigation demand was 542 CFS and minimum daily irrigation demand was 102 CFS.
3. In June, the district continues to utilize both deep well and Kern River supplies. Approximately 105 CFS of district reservoir supplies were also utilized as needed.
4. CRC produced water continues to be diverted to Rosedale Spreading. Daily flows are averaging 13.2 CFS. Califia continues with 1 CFS into the Lerdo.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

KERN RIVER WATERMASTER

achianello@krwatermaster.org

661-549-6313

To: Kern River Interests

July 10, 2025

From: Art Chianello
Kern River Watermaster

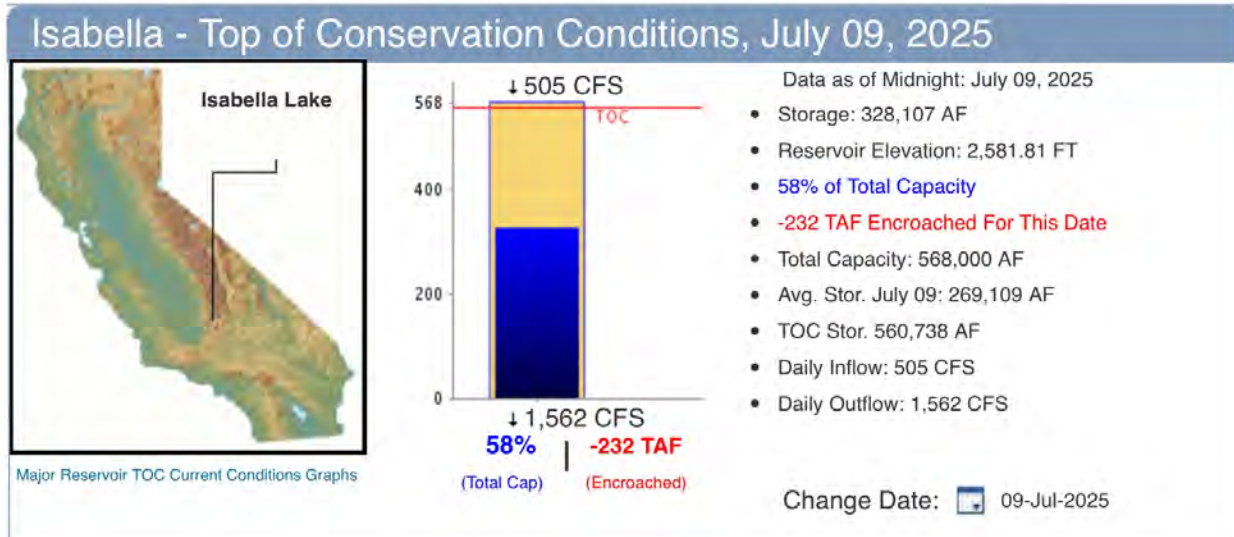
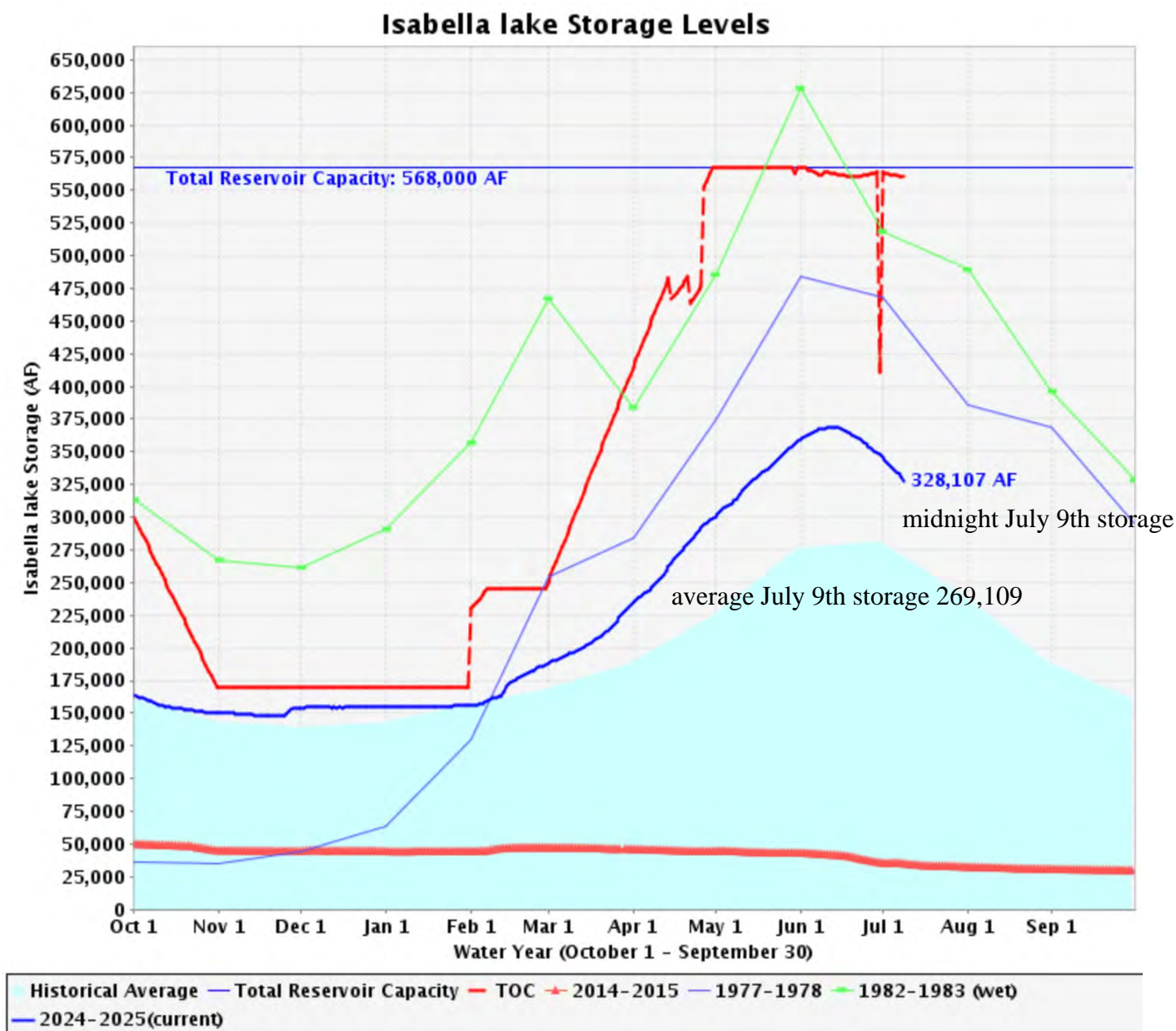
RE: Report of Recent Activities

Runoff and Operations - The monthly Kern River Basin runoff volumes comparing water year 2024 versus 2025 (last three months forecasted median values) are shown below.

Water Year 2024 vs. 2025 Comparison, acre-feet		
Month	Water Year 2024	Water Year 2025
October	37,983	17,254
November	36,608	24,214
December	35,779	27,642
January	33,989	24,115
February	51,411	49,134
March	71,391	69,530
April	121,644	100,660
May	167,667	126,317
June	105,820	85,392
July	41,494	30,000 forecasted
August	26,430	13,000 forecasted
September	20,275	10,000 forecasted
Total	750,491	577,258

Isabella Dam Operations

The graph below shows the trend in storage for the water year from October 1 to July 9th. The July 9th daily inflow was 505 cfs and the daily outflow was 1,562 cfs.



MAY 2025

WATERMASTER NOTES *** KERN RIVER BULLETIN

MONTH DAY(S) PAGE NO. TITLE OF COLUMN COMMENT

**KERN RIVER
MAY CONTRIBUTION TO
THE APRIL - JULY RUNOFF
1894 TO DATE**

In Order of Magnitude

Rank	Year	May Runoff (AcFt)	April-July Runoff (AcFt)	April-July % of Average	May % of April-July
1	2001	124,417	250,292	54%	49.71%
2	1924	41,722	92,556	20%	45.08%
3	1947	110,325	249,572	54%	44.21%
4	2009	130,352	295,161	64%	44.16%
5	2020	86,350	196,802	43%	43.88%
6	1976	47,151	108,754	23%	43.36%
7	1897	281,639	654,262	141%	43.05%
8	1931	41,867	98,062	21%	42.69%
9	1926	98,598	232,782	50%	42.36%
10	2014	40,042	94,550	20%	42.35%
11	2000	129,406	306,496	66%	42.22%
12	2007	51,267	123,410	27%	41.54%
13	1992	74,394	179,153	39%	41.53%
14	1937	352,050	852,047	184%	41.32%
15	1919	140,215	342,997	74%	40.88%
16	1949	84,508	209,911	45%	40.26%
17	1973	288,652	723,768	156%	39.88%
18	1974	288,652	723,768	156%	39.88%
19	1946	155,476	390,747	84%	39.79%
20	1928	76,885	193,702	42%	39.69%
21	1954	139,719	354,117	76%	39.46%
22	2012	69,671	176,621	38%	39.45%
23	1979	164,935	419,859	91%	39.28%
24	1922	242,259	617,710	133%	39.22%
25	1929	85,995	219,532	47%	39.17%
26	2006	309,409	795,728	172%	38.88%
27	1941	386,666	995,657	215%	38.84%
28	1952	434,769	1,119,815	242%	38.83%
29	1895	268,635	694,729	150%	38.67%
30	1940	196,465	510,614	110%	38.48%
31	2013	39,509	102,915	22%	38.39%
32	1984	161,613	423,132	91%	38.19%
33	1958	316,974	831,669	179%	38.11%
34	1975	147,001	386,180	83%	38.07%
35	1936	219,404	581,624	125%	37.72%
36	1996	225,987	599,331	129%	37.71%
37	1999	95,199	252,627	55%	37.68%
38	1997	214,290	571,476	123%	37.50%
39	1966	82,336	219,893	47%	37.44%
40	2008	123,177	331,341	71%	37.18%
41	1934	43,065	116,145	25%	37.08%
42	1944	150,109	405,391	87%	37.03%
43	1920	158,904	430,813	93%	36.88%
44	2005	288,847	788,500	170%	36.63%

Rank	Year	May Runoff (AcFt)	April-July Runoff (AcFt)	April-July % of Average	May % of April-July
45	1943	254,785	697,182	150%	36.54%
46	2025	123,933	340,000	74%	36.45%
47	1981	91,914	252,881	55%	36.38%
48	1923	120,849	332,532	72%	36.34%
49	1910	127,733	352,126	76%	36.27%
50	2021	28,034	77,564	17%	36.14%
51	1988	58,350	162,043	35%	36.01%
52	1972	45,965	127,720	28%	35.99%
53	1948	86,108	239,980	52%	35.88%
54	2022	36,405	101,450	22%	35.88%
55	1904	113,205	316,646	68%	35.75%
56	1987	75,108	211,408	46%	35.53%
57	1968	87,991	248,319	54%	35.43%
58	1927	184,721	521,717	113%	35.41%
59	2024	162,829	460,000	99%	35.40%
60	1969	617,968	1,747,874	377%	35.36%
61	2004	78,343	222,002	48%	35.29%
62	1994	67,224	191,004	41%	35.20%
63	2003	113,472	325,076	70%	34.91%
64	1913	73,561	211,722	46%	34.74%
65	1900	68,295	196,888	42%	34.69%
66	1960	58,336	168,472	36%	34.63%
67	1985	146,799	424,293	92%	34.60%
68	1970	110,057	319,408	69%	34.46%
69	1945	205,509	597,350	129%	34.40%
70	1939	92,253	268,269	58%	34.39%
71	1993	200,864	584,691	126%	34.35%
72	1961	29,980	87,374	19%	34.31%
73	1990	38,600	113,344	24%	34.06%
74	2023	544,224	1,597,750	358%	34.06%
75	1964	61,521	182,928	39%	33.63%
76	1894	98,801	295,400	64%	33.45%
77	1898	45,213	135,303	29%	33.42%
78	1978	363,157	1,094,375	236%	33.18%
79	1903	132,097	398,989	86%	33.11%
80	1986	293,335	886,674	191%	33.08%
81	2016	73,279	221,831	48%	33.03%
82	1950	98,483	299,906	65%	32.84%
83	1938	315,044	961,769	207%	32.76%
84	1925	102,016	313,113	68%	32.58%
85	2002	69,991	215,307	46%	32.51%
86	1951	85,039	261,884	57%	32.47%
87	1905	117,748	366,396	79%	32.14%
88	2017	385,311	1,200,499	259%	32.10%

Rank	Year	May Runoff (AcFt)	April-July Runoff (AcFt)	April-July % of Average	May % of April-July
89	1901	186,446	582,041	126%	32.03%
90	1982	254,985	796,794	172%	32.00%
91	1912	80,471	251,812	54%	31.96%
92	1909	382,617	1,218,975	263%	31.39%
93	1921	100,096	321,325	69%	31.15%
94	1983	478,625	1,545,810	334%	30.96%
95	1955	69,544	224,785	48%	30.94%
96	1914	210,676	685,012	148%	30.76%
97	1989	71,849	234,430	51%	30.65%
98	1959	39,945	130,585	28%	30.59%
99	1908	79,418	260,894	56%	30.44%
100	1956	159,683	525,641	113%	30.38%
101	1916	472,994	1,571,597	339%	30.10%
102	2015	17,153	57,665	12%	29.75%
103	1935	103,787	350,647	76%	29.60%
104	2018	66,988	226,648	49%	29.56%
105	1917	165,062	560,304	121%	29.46%
106	1907	199,950	678,748	146%	29.46%
107	1932	154,742	526,432	114%	29.39%
108	1967	269,631	924,005	199%	29.18%
109	1930	67,851	232,582	50%	29.17%
110	1980	287,825	991,025	214%	29.04%
111	1963	137,839	476,579	103%	28.92%
112	1965	131,980	456,668	99%	28.90%
113	1991	79,763	276,543	60%	28.84%
114	1942	150,036	522,905	113%	28.69%
115	1902	109,904	389,596	84%	28.21%
116	2010	163,601	580,397	125%	28.19%
117	2011	261,005	942,858	203%	27.68%
118	2019	251,734	912,520	197%	27.59%
119	1995	255,046	929,221	200%	27.45%
120	1915	124,506	455,242	98%	27.35%
121	1971	66,635	244,475	53%	27.26%
122	1957	79,355	292,346	63%	27.14%
123	1998	308,440	1,137,373	245%	27.12%
124	1977	25,630	95,649	21%	26.80%
125	1962	135,884	515,474	111%	26.36%
126	1911	184,481	701,168	151%	26.31%
127	1953	86,019	329,570	71%	26.10%
128	1906	360,234	1,391,636	300%	25.89%
129	1899	51,353	213,710	46%	24.03%
130	1918	78,722	334,816	72%	23.51%
131	1896	86,174	372,922	80%	23.11%
132	1933	60,026	299,584	65%	20.04%

2025 April-July Runoff Estimated at 340,000 Acre-feet

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 June 2025

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

1. Budgets

Project	Project #	Incurred as of 06/27/25	Budget	Percent Utilized	Budget Projection
General Services 2025	2500362	\$26,710	\$50,000	53%	100%
SGMA Implementation Support 2025	2500370	\$4,422	\$10,000	44%	100%
2022 DRP Design and Bidding	2503604	\$0	\$175,000	<0%	100%
High Speed Rail	1605740	\$294,135	\$299,324	98%	100%
WDI Phase 3 and Canal Lining	2004274	\$269,731	\$272,300	99%	100% Task Order Addendum will be submitted in August.
Calloway Canal Lining 7 th Standard – 8-1 Backup Weir	2301760	\$3,754	\$25,000	15%	100%
Calloway Canal Lining CVC Intertie to Fruitvale Avenue	2301776	\$5,966	\$25,000	24%	100%
Calloway Canal Lining – CVC to KR CEQA/NEPA	2302099	\$38,688	\$101,500	38%	100%
Well Siting for Groundwater Banking	2200344	\$195,574	\$278,400	70%	90%
CM and Well Improvements for Long Term TCP	2104244	\$765,193	\$764,740	100%	100% Project is ~\$3,000 over budget due to ongoing McCrometer meter issues. Addendum for additional budget submitted in July 2025.
Landowner Groundwater Banking Program	2300158	\$24,436	\$56,050	44%	100%
2018 Return Capacity Improvements	1804180	\$63,027	\$70,000	90%	100%
Design for 2018 DRP Return Capacity	2202819	\$297,705	\$303,308	98%	100%
2020 Return Capacity Improvements	2101445	\$13,463	\$38,500	35%	100%
Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623)	2403400	\$222,224	\$185,565	120%	100% PM is working on balance the budget between related projects to correct the overage.
2022 Return Capacity Improvements	2301770	\$9,131	\$25,000	37%	100%
RRID FEMA Recharge	2403951	\$46,885	\$60,000	78%	78% Project will be closed
North Kern Grant Applications	2303704	\$54,229	\$50,000	108%	110% Project is overbudget due to extensive scope modification for Partnership Project that was also done under this project number. Project is expected to be approximately \$5,000 over budget
Grant Applications 2024 (FY25)	2406611	\$19,185	\$40,000	48%	100%

Summary of Project Activity in June 2025
North Kern Water Storage District

Project	Project #	Incurred as of 06/27/25	Budget	Percent Utilized	Budget Projection
RRID Reclamation Grant Applications FY 25	2406609	\$6,905	\$20,000	35%	50%
Young Wooldridge Program Support	2305891	\$103,206	\$282,524	37%	100%
Partnership Project Grant Administration	2501449	\$0	\$35,000	0%	100%
Calloway Canal Lining Fruitvale Avenue – Case Street	2501451	\$34	\$52,500	1%	100%

2. Active Projects

General Services 2025 (GEI Project No. 2500362)

June activity was mostly routine, including tasks such as preparing board reports, participating in meetings, and communications with Reclamation staff regarding grant funding, and support with highlighting the Calloway Canal lining project for a Water Association of Kern County conservation video.

Upcoming Deliverables: none.

Active Task Order No.: 24-01

Budget Status: \$26,710 expended of \$50,000 budget (53%)

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

Legal Counsel Support (GEI Project No. 1611225)

No significant activity during the month of June.

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 2025 (GEI Project No. 2500370)

No significant activity during the month of June.

Upcoming Deliverables: Support, as requested.

Active Task Order No.: 24-02

Budget Status: \$4,422 expended of \$10,000 budget (44%)

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

2022 Return Capacity Improvements Design and Bidding (GEI Project No. 2503604)

Activity in June included a project kick-off meeting.

Upcoming Deliverables: Preliminary Design Report

Active Task Order No.: 25-05

Budget Status: \$0 expended of \$175,000 budget (0%)

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 construction management support.

Partnership Project Grant Administration (GEI Project No. 2501449)

No significant activity during the month of June.

Upcoming Deliverables: None at this time.

Active Task Order No.: 25-03

Budget Status: \$0 expended of \$35,000 budget (0%)

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 support.

High Speed Rail (GEI Project No. 1605740)

Invoice package 83 was submitted and invoice package 84 was drafted.

Upcoming Deliverables: Submit invoice package 84.

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

Budget Status: \$294,135 expended of \$299,324 budget (98%)

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:

- Reimbursement requests were prepared.

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):

- Assisted with progress payment recommendation and coordination with engineer and District.

Upcoming Deliverables: Construction contract close-out, DWR grant report.

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

Budget Status: \$269,731 expended of \$272,300 budget (99%)

Budget Forecast: **Task Order Addendum will be submitted in August.** Additional budget needed to close out grants (project schedule was extended several times) and revisit/resolve remaining WDI scope that was not able to be completed at the time of the rest of the WDI contract.

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

No significant activity during the month of June.

Upcoming Deliverables: None.

Active Task Order No.: 23-06

Budget Status: \$3,754 expended of \$25,000 budget (15%)

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 during the month of June.

Upcoming Deliverables: NEPA documents to Reclamation.

Active Task Order No.: 23-08

Budget Status: \$5,966 expended of \$25,000 budget (24%)

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 Fruitvale Avenue – Case Street (GEI Project No. 2501451)

No significant activity during the month of June.

Upcoming Deliverables: None at this time.

Active Task Order No.: 25-04

Budget Status: \$34 expended of \$52,500 budget (0%)

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 June included continuing to prepare the Draft Cultural Resources Report, Draft Biological Assessment, and Draft Initial Study/Mitigated Negative Declaration, and 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: \$38,688 expended of \$101,500 budget (38%)

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

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

Ongoing activity focuses on coordination with Reclamation on NEPA compliance.

Upcoming Deliverables: Final Well Siting Study.

Active Task Order No: 22-03

Budget Status: \$195,574 expended of \$278,400 budget (70%)

Budget Forecast: 90%

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

Activity in June includes reviewing submittals, final O&M Plan, as-builts, and other documentation to support with project close-out.

Upcoming Deliverables:

Active Task Order No.: 21-11

Budget Status: \$765,193 expended of \$764,740 budget (100%)

Budget Forecast: Project is ~\$3,000 over budget due to ongoing McCrometer meter issues.

Landowner Groundwater Banking Project (GEI Project No. 2300158)

Activities in June included finalizing the CEQA Checklist, including the Cultural Resources Memo and Biological Resources Memo, for Holtermann and coordinated with NKWSD on findings.

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

Active Task Order No.: 22-13

Budget Status: \$24,436 expended of \$56,050 budget (44%)

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

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

No significant activity during the month of June.

Upcoming Deliverables: Final grant report.

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

Budget Status 1804180: \$63,027 expended of \$70,000 budget (90%)

Budget Status 2202819: \$297,705 expended of \$303,308 budget (98%)

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

2020 Return Capacity Improvements Grant Administration (GEI Project No. 2101445)

No significant activity in June.

Upcoming Deliverables: None.

Active Task Order No.: 21-06

Budget Status: \$13,463 expended of \$38,500 budget (35%)

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

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

Activity in June included ongoing Construction Management duties, attention to change orders, contractor and project team coordination, and preparing close-out documents.

Upcoming Deliverables: Project closeout.

Active Task Order No.: 24-04

Budget Status: \$222,244 expended of \$185,565 budget (120%)

Budget Forecast: PM is working on balancing the budget between related projects to correct the overage.

2022 Return Capacity Improvements Grant Administration (GEI Project No. 2301770)

Activity in June included project planning and coordination.

Upcoming Deliverables: None.

Active Task Order No.: 23-07

Budget Status: \$9,131 expenditure of \$25,000 budget (37%)

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

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

In April, FEMA announced that the program funding this project, the Building Resilient Infrastructure and Communities (BRIC) grant program, was terminated. Activity in June was minimal and included consideration of an alternative FEMA funding opportunity. It was determined that the alternative FEMA opportunity was not appropriate for this project. GEI will monitor other grant opportunities for RRID recharge; this project will be closed.

Upcoming Deliverables: None. This project will be closed.

Upcoming Deliverables: Submit scope modification request.

Active Task Order No.: 22-12

Budget Status: \$46,885 expenditure of \$60,000 budget (78%)

Budget Forecast: Project will be closed due to the funding program being eliminated.

North Kern Grant Applications FY 24 (GEI Project No. 2303704)

Activity in June included correspondence with Reclamation regarding pre-award matters, such as revised milestones, for the Calloway Canal Lining: Fruitvale Avenue to Case Street agreement. When the agreement is received, this project number will be closed. A Task Order for a new project (25-04) has been approved.

Upcoming Deliverables: Respond to and coordinate with Reclamation as needed.

Active Task Order No.: 23-10

Budget Status: \$54,229 expended of \$50,000 budget (108%)

Budget Forecast: Project is overbudget due to extensive scope modification for Partnership Project that was also done under this project number. Project is expected to be approximately \$5,000 over budget. Additionally, the Calloway Canal Lining grant that was recently selected for Reclamation funding was assigned to different staff during the pre-award process, which resulted in more correspondence than typically necessary.

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

In June, Reclamation provided notification that the application for construction of two replacement wells, submitted in October 2024, was not awarded funding from the Drought Response Program (DRP).

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). Reclamation has not announced funding selections for the WEEG program yet.

Upcoming Deliverables: None at this time.

Active Task Order No.: 24-07

Budget Status: \$19,185 expended of \$40,000 budget (48%)

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

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

In June, Reclamation provided notification that the application for the R-3 Recharge Basin (approximately 120 acres), submitted in October 2024, was not awarded funding from the Drought Response Program (DRP).

Upcoming Deliverables: None at this time.

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 June.

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.

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

No significant activity in January.

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.

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

No significant activity during the month of June.

Upcoming Deliverables: None

Active Task Order No.: 23-04

Budget Status: \$88,236 expended of \$89,000 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
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 submitted November 13, 2024. Pending program funding in federal budget
DRP	Replacement Wells	Drill two replacement wells	\$1,770,800 federal share request (\$1,770,800 District share. Total budget \$3,542,000.)	In June, Reclamation announced that this project did not receive funding.
DRP	R-3 Recharge	RRID 120-acre recharge facility	\$2,058,940 federal share request (\$2,058,940 District share. Total budget \$4,117,880.)	In June, Reclamation announced that this project did not receive funding.

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	Project has been selected for funding. Agreement under DOI review.
DRP	Return Capacity Improvements (Kern-Tulare Water District is the grantee.)	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	Project has been selected for funding. Agreement under DOI review.

Active Agreements					
Project	Agreement #	Scope	Funding	Estimated District Cost	Agreement Completion Date
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 2025
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.	September 2027
Partnership Project 1	R25AP00233	Drill 1 well and construct conveyance and discharge to FKC	\$4,000,000	\$4,200,000	December 2027

Pending Close-Out			
Project	Agreement #	Scope	Comments
Calloway Canal Lining and WDI Phase 3 (6,041 LF canal lining, WDI 30 wells and 15 RTUs)	R19AP00140	2,200 LF Calloway Canal lining, WDI 23 Wells, 15 RTUs	Reclamation grants will be closed after WDI scope is resolved. DWR grant will be closed summer 2025.
	R20AP00064	3,841 LF Calloway Canal lining, WDI 7 wells	
	4600013880	1,370 LF Calloway Canal lining	
2018 Return Capacity Improvements	R18AP00088	Connect 5 existing wells to FKC; Drill, equip, and connect 2 replacement wells	Final report will be submitted summer 2025.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 7A



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

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

July 9, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Blue Line Solutions Proposal for Security Camera Solution at Calloway Canal
and Poso Creek

RECOMMENDED MOTION:

“Authorize General Manager to execute an annual contract for Blue Line Solutions to provide a security camera trailer (Option #2) located in the area of Calloway Canal and Poso Creek for a monthly cost of \$2,000 per month or \$24,000 for one year, and security guard response at \$350 per on-site response.”

DISCUSSION:

The District consistently experiences trespassing, vandalism, and damage to District canal gates and weirs in the vicinity of the Calloway Canal and Poso Creek, which includes the head of the 9-24 and 9-26 ditches. This area has a reputation for off-roading gatherings and often they will damage gates and do whatever necessary to pull water from our canals and ditches to create large mud pits. This often means they have to damage our gates, pull boards, cut levees, or bring their own water pumps. Staff makes every attempt to secure these areas which includes locking roadway gates, adding welded metal plates so they can't pull boards, and removing gate wheels but those efforts typically only provide a delay in their efforts.

This particular area is a popular gathering location for trespassers to bring their trailers and off-road vehicles and to set up campsites that can draw hundreds of people for a weekend. It was brought to Staff's attention that a large scale event was planned for the weekend of June 28th and an invitation was posted to social media. This particular social group boast pictures and videos of these gatherings that include music, alcohol stands, off-roading, and jet skiing in the Calloway Canal.

The Kern County Sheriff's Office was notified but Staff feared the planned event would continue and there would be significant damage to District facilities and impact water deliveries to landowners. Therefore, Blue Line Solutions (BLS) was contracted to post security guards onsite over the weekend with success in preventing damage and the theft of District's water. Nonetheless, it was estimated attendance peaked at about 200 to 300 people Saturday evening. Some of BLS staff are retired officers and the District was hopeful their relationship with KCSO would help alleviate this issue. This event was reported to KCSO and again when there were

firearms discharged by the trespassers. Law enforcement did not show up. BLS did a good job keeping them off of District facilities and primarily keeping them confined to the creek area.

Subsequently, District Staff had the same concerns for the 4th of July holiday weekend even though there were no noted social media postings. Rather than post security guards onsite, BLS offered to provide a trial operation of a security camera trailer at the same location to help deter potential damage to facilities. The trailer provided 360 degree cameras, remote viewing of the camera, cellular communications, and a bullhorn to provide warnings to trespassers detected. The trailer demonstrated to be a good compromise for improving security in the area and helped protect the facilities.

Included as an attachment is a BLS proposal with two options to help provide additional security in the area. Option 1 is the purchase of a remote camera and associated communications to be mounted on a utility pole in the area. The total cost for the equipment, annual licensing, and plan is \$8,450. The benefit is direct video monitoring, direct response by BLS, and lower costs than Option 2. The disadvantage is this is a smaller system that potential trespassers will not notice on the pole and there is likely a more cost effective equipment purchase the District could integrate with our SCADA system. Option 2 is executing a contract for the security camera trailer to be onsite 24/7 with BLS monitoring and response for \$2,000 per month. The benefit of the trailer is it is large, highly visible, and more of a deterrent. BLS is responsible for any damage or theft of the trailer. As compared to Option 1 or integrating our own cameras into SCADA, Option 2 is more costly for a single year operation. A BLS response is \$350 per response for either option.

Staff recommends authorizing the General Manager to execute a contract for Option 2, not to exceed \$24,000 for a period of one year, and \$350 per BLS response for suspicious activity. Staff will evaluate the effectiveness of the security measures over the one-year period and bring potential recommendations to the Board at a later time.

Attachment:

Blue Line Solutions Proposal for Security Camera Solutions, Quote #07022025



Price Quote #: 07022025

Dear valued customer:

The team at B.L. Solutions (BLS) would like to sincerely thank you for considering doing business with us. We are honored by the opportunity and excited to continue our partnership.

As our company evolves to meet demands and expectations, we constantly search for the best and most cost-effective way to deter crime. We continue to reinvent security services by being proactive in our approach. This includes hiring and training the best possible security professionals. We strive to separate ourselves from all other security companies in the Kern/Tulare County region. One way we have done this is by employing former police officers and military veterans. So, you can rest easy knowing your company is protected by the best.

PRICE QUOTE

As requested, we have put together a price quote for our products and services for the North Kern Water Storage District.

We have provided two options.

OPTION #1

Verkada camera solution, which will include the below hardware. This solution provides a full 360 degrees of camera coverage and 24/7 monitoring (installation of hardware and accessories are not included).

- | | |
|--|------------|
| 1. GC31 Cellular Gateway, Outdoor: | \$999.99 |
| 2. 1-Year Cellular Gateway License: | \$249.99 |
| 3. 1-Year Cellular Gateway Data Plan, Includes Unlimited Data (x 4): | \$2,999.96 |
| 4. 1-Year Advanced Video Alarms License for one Site: | \$1,499.99 |
| 5. CH52-E Outdoor Multisensor Camera: | \$2,699.99 |
| 6. 1-Year Camera License: | \$499.99 |

The total cost for the hardware and 24/7 monitoring (requires an annual contract) is: \$8,949.91.



Additionally, B.L. Solutions will require a \$350.00 monthly retainer fee, and each response by a B.L. Solutions security officer because of an alarm activation will be billed at \$350.00 per response.

OPTION #2

B.L. Solutions can provide one of our custom-built security trailers (pictured below), which is equipped with a full 360 degrees of camera coverage, a loudspeaker and microphone, and strobe lights. Our trailers are equipped with 24/7 professional monitoring. If suspicious people or criminal activity is observed, the monitors can call local law enforcement (Kern County Sheriff's Office) or our on-duty security officer for an immediate response. All the equipment can be accessed by any North Kern Water District Personnel through their computer or cell phone.



The total cost for this option is \$2,000 per month. Each response as a result of an alarm activation for suspicious activity will be billed at \$350.00 per response.

B.L. Solutions Competitive Advantage

The team at BLS is comprised primarily of retired police officers and military veterans. Our team members are highly trained in the following areas:

- Tactical/Strategic Communications
- De-escalation
- Conflict Resolution
- Mental Illness & Behavioral Health Interactions

Our team members are also trained in several other fields, however, training and experience in the fields of communication is the most relevant and important. Our team members will always revert to the verbal and communication component to diffuse a potentially hostile or violent encounter.

We understand the importance of maintaining a positive image that promotes community belonging and partnership. We also understand any negative publicity is unacceptable to our partners. To this end, our team members will prioritize deterring and preventing crime, rather than apprehending criminals who are found engaged in criminal activity. Our team members will respond to in-progress crimes we discover utilizing a varied approach, which may include:

- Surrounding the immediate vicinity to limit the area a criminal(s) or suspected criminal(s) has access to
- Calling local law enforcement
- Contacting the criminal or suspected criminal in a safe and non-threatening manner, enticing them to leave the area.

To maximize our efforts to deter and prevent crime, BLS team members will:

- Utilize random and unpredictable patrolling techniques and patterns
- Patrolling in highly visible vehicles and by using highly visible uniformed personnel
- Professionally and courteously contact each person who stops at or near the hospital.

Our focus and objective will be to prevent crime in a manner that does not jeopardize the public image of our clients. Every effort will be made to prevent the use of any type of physical force and only make citizen arrests in a professional and courteous manner.

By 10:00am each morning, a Daily Activity Report will be sent to a designated person or persons documenting activities that occurred during the previous evening. Refer to “Attachment A” for further details.

Additional Services are described in “Attachment B”.

“ATTACHMENT A” Description of Service

Guards (armed and unarmed guard): Their primary responsibility is the continued prevention and deterrence of all types of crime. They will seize and document evidence they have located. Documentation will occur via photograph, video, and/or audio, and available to review by the client or their designee.

Investigators: Are responsible for directing and completing investigations, which are subsequently turned over to local law enforcement (at the client’s discretion). Investigators will retrieve evidence seized by guards and follow-up on any investigative leads. Investigators will document their findings through a written report, available to the client, before submitting their reports to the appropriate law enforcement agency.

Investigators will liaise directly with the appropriate law enforcement agency to increase the possibility of criminal prosecution. It will be at the client’s discretion whether to pursue criminal charges or other civil proceedings.

Drone Pilot: A drone (small Unmanned Aerial System) Remote Pilot in Command (PIC) will follow all FAA regulations and applicable federal, state, and local law without compromise. The

A Daily Activity Report (DAR) will be completed by BLS personnel by 10:00 am each morning and emailed to the client and/or their designee(s). The DAR may include the following information regarding the previous evening’s activities:

- A summary on relevant observations made by BLS personnel, including details and descriptions of suspicious person(s) and vehicles seen on or in the immediate vicinity of the client’s property
- Details on how many people were contacted by BLS personnel on or in the immediate vicinity of the client’s property
- When applicable, details regarding reports made to local law enforcement

“ATTACHMENT B” ADDITIONAL SERVICES

BLS team members are subject matter experts in the following areas: drug and paraphernalia recognition, drug symptomology and signs of abuse, active shooter prevention and response, de-escalation, tactical/strategic communications, conflict resolution, a survivor’s mindset, and first aid and CPR. Each of the training classes we offer have been certified by the State of California for instruction to law enforcement professionals but are immensely valuable for professionals of all types.

The following is a list of training classes we offer and their description.

Communication for Supervisors and Managers (Eight Hours – 35 student cap):

This course is designed for supervisors and managers with all levels of experience. The instructor will provide innovative ways to communicate with direct reports that encourages empathy and rapport building, promotes increased productivity, increased morale, and a stronger working relationship. The instructor draws on his over ten years as a supervisor and manager, experience as a hostage negotiator, and his education in Business Administration.

Drug and Paraphernalia Recognition and Symptomology (Eight Hours – 35 student cap):

The course will teach students how to recognize drug abuse symptomology and how to identify drugs and drug paraphernalia identification. The course will provide the history and development of cannabis laws in the state, as well as provide a current description of state laws pertaining to the use, possession, sales, transportation, cultivation, and manufacturing of concentrated cannabis. Special emphasis will be placed on the current opioid crisis, which will include current trends and personal safety concerns.

First Aid & CPR (Eight hours – 12 student cap):

This course will instruct the student on the legalities of patient care, scene safety, and personnel safety. Students will learn how to use the automated external defibrillator, preform cardiopulmonary resuscitation (CPR) for infants, children, and adults. The instructor will cover treatment of cardiac arrest, seizures, diabetic emergencies, shock, strokes, minor wounds, severe bleeding, uncontrolled bleeding, internal bleeding, traumatic injuries, muscle/bone/joint injuries, head injuries, eye injuries, nosebleeds, knocked out teeth, mouth and jaw injuries, neck and back injuries, chest injuries, abdominal injuries, burns, choking, difficulty breathing, poisoning, heat and cold related injuries, bites and stings, and allergic reactions. Students will be issued a certification after successfully passing the course exam.

The Survival Mindset (Four hours – 35 student cap):

This course will expose the student to training that will assist them in ensuring their survival during mortal combat and subsequently increase their personal safety and self-awareness by applying proven techniques. The purpose of the course is to better equip a person to recognize danger and prepare themselves mentally for a dangerous situation. The student will learn through demonstrations and scenario-based training.

Active Shooter Prevention and Response (Four hours – 25 student cap):

The course will provide staff with the thought process and knowledge needed to overcome and increase the chances of surviving an active shooter incident. The course includes the following points of instruction:

- Proper Mindset
- Mental Awareness
- Response to an Active Shooter
- Lock-Down Procedures
- Survival Response
- Communications
- Proper Response to Law Enforcement
- Do's and Don'ts of Explosives
- Scenarios

Active Shooter Site Analysis:

Our trained experts will analyze the physical environment, including both the outside and inside of buildings and structures and offer suggestions on how to harden the location. At the conclusion of the analysis, a report will be presented to the client with all recommendations. This service, in conjunction with Active Shooter Response training will significantly increase the chances of survival in the event of an active shooter.

Environmental Site Analysis:

Our experts will analyze the outside physical environment of a location and complete a report detailing recommendations for curbing or minimizing the opportunity for criminal behavior to go undetected.

Pre-employment Background Investigations:

Our team has spent years in conducting background investigations for government agencies in Kern County. They are trained by the State of California in background investigations. Our investigations can be tailored to the client's needs from basic criminal background checks to thorough financial, criminal, and personal background checks.

Drone Photography:

Our drone pilots can assist our clients with marketing and advertising by utilizing the 4k video on our drones to create photographs or videos. Pricing depends on the mission.

Below is a table representing the prices of our a la carte services, which are discounted between 50-75% from what is typically charged (typical prices for training classes are billed at either \$75/student or \$150/student depending on the length of the class, four hours or eight hours).

Environmental Analysis	Active Shooter Site Hardening	Active Shooter Response Training (4 hours)	First Aid / CPR (8 hours)	Additional Training Classes (8 hours / 4 hours)
\$1,000.00	\$1,500.00	\$750.00	\$1,250.00	\$1,000.00/ 550.00

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8A2



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

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

July 10, 2025

TO: GROUNDWATER COMMITTEE
Directors Holtermann and Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Fourth Amended and Restated Joint Exercise of Powers Authority for KNDLA

RECOMMENDED MOTION:

“Approve proposed Fourth Amended and Restated Joint Exercise of Powers Authority (JPA) for the Kern Non-Districted Land Authority (KNDLA) as substantially presented.”

DISCUSSION:

Among the many issues the Kern Groundwater Subbasin and State Water Resources Control Board (State Board) Staff are working through to get to an acceptable Groundwater Sustainability Plan (GSP), State Board Senior Staff Counsel has concerns regarding what she deems as an expiration term in the current KNDLA JPA. Section 2.3 states the agreement will “remain in effect for a period of two years following the effective date...” The intent was to limit long-term participation of member water districts and agencies as directors and shift the governance and responsibilities to non-districted landowners. It was intentional to have the two-year term to help encourage the transition. Generally, most JPAs provide members the option to withdraw from the JPA and effectively terminate the JPAs. The Kern Subbasin intended for KNDLA, or some acceptable variant, to continue beyond the two-year term and continue to provide SGMA coverage for the non-districted lands.

After discussions with the managers and coordination groups, the Subbasin agreed to amend the JPA to remove the two-year term and clarify the ability for a member to withdraw. Subbasin attorneys were asked to provide and review simple amendment language. The proposed Fourth Amended and Restated Joint Exercise of Powers Authority for KNDLA is attached.

District Staff and counsel have review the proposed changes and recommend the Board adopt the amended JPA as substantially presented.

Attachment:

Draft Fourth Amended and Restated Joint Exercise of Powers Authority for KNDLA

~~THIRD~~FOURTH AMENDED AND
RESTATED JOINT EXERCISE OF POWERS
AGREEMENT

KERN NON-DISTRICTED LAND AUTHORITY

THIS ~~THIRD~~FOURTH AMENDED AND RESTATED JOINT EXERCISE OF
POWERS

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

RECITALS

A. Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have twice amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.

B. Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.

C. The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, “**Kern County Subbasin**” means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (**DWR**).

D. Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater

sustainability plan (**GSP**) for

2. A collection of local agencies has adopted GSPs that collectively serve as a GSP for the entire Kern County Subbasin; or
3. DWR has approved an alternative pursuant to Water Code section 10733.6.

E. No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.

F. Water Code section 10724(a) provides that, “[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area.” The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.

G. The Kern County Water Agency (**KCWA**), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (**KGA**), with KCWA’s jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (**Non-districted Land**). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (**Outside Member Land**).

H. The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member’s rights and authorities under its GSP, what lands are included in a Member’s GSA or GSP, or over a Member’s own internal matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

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

ARTICLE 1

DEFINITIONS

1.1 “Associate Members” means those Members of the Authority identified on the attached **Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.

1.2 “Board of Directors” or “Board” means the governing body of the Authority as established by Section 3.01 below.

1.3 “General Member” means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.

1.4 “Jurisdictional Member” means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.

1.5 “Members” means the General Members, Associate Members, and Jurisdictional Member.

1.6 “Special Activities” means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

ARTICLE 2 CREATION OF AUTHORITY

2.1 Creation of Authority. There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

2.2 Purpose of the Authority. The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

2.3 Term. This Agreement will become effective upon execution by all of the Members and will remain in effect ~~for a period of two years following the Effective Date unless earlier terminated by agreement pursuant to Section 4.10 of a 75 percent majority of then participating Members.~~ Unless and until a Member is terminated or withdraws, this Agreement shall remain in effect and be binding upon the Members, ~~and upon all future Members, except as to any party which is terminated from its participation in the Authority in accordance with this Agreement.~~ The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect for the remainder of its term, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.

ARTICLE 3

POWERS

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

ARTICLE 4

INTERNAL ORGANIZATION

4.1 Governing Body. The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.

4.2 Directors. Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4

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

4.3 Officers. The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.

4.4 Committees. The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No committee or participant on such committee will have any authority to act on behalf of the Authority.

4.5 Quorum. Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

4.6 Voting. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.

4.7 Affirmative Decisions of the Board of Directors. Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.

4.8 Meetings. Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)

4.9 Special Activities. With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members

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

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

4.10 Admission, Withdrawal, and Termination of Members.

(a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.

(b) A Member may withdraw from the Agreement by providing 90 days notice to the Executive Director and all current Members. Withdrawal does not affect, alleviate, or otherwise terminate any financial obligations made while a Member, including payment of budget obligations approved while still a Member.

~~(b)~~(c) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

(d) The terminated Member will also be entitled to copies of all non-

confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's termination.

~~(e)(e)~~ Withdrawal or termination of membership shall not otherwise affect the Agreement or the Authority's ability to operate under this Agreement without the terminated or withdrawn Member.

ARTICLE 5 FINANCIAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).

5.2 Funds; Accounts. An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board may compensate the fiscal agent for services rendered.

(a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(b) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.

5.3 Property; Bonds. The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

5.4 Budget. By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

5.5 Payments to the Authority.

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

(b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.

5.6 Liability For Debts. The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached **Exhibit A**.

5.7 SGMA-Related Expenses Incurred by Members. Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.

5.8 Separate Entity; Property. In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

5.9 Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.

(a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.

(b) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

ARTICLE 6 MANAGEMENT

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendment. This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained. Any amendment to extend the term of this Agreement shall provide a non-concurring party a 90 day period to withdraw with no continuing financial obligation required.

7.2 Severability and Validity of Agreement. If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining

portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

7.3 Assignment. Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

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

7.5 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.

7.6 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

7.7 Interpretation. The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

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

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

EXHIBIT A

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

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

Name: WEST KERN WATER DISTRICT	Name: OLCESE WATER DISTRICT
Name: ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT	Name: BUENA VISTA WATER STORAGE DISTRICT
Name: KERN COUNTY WATER AGENCY PIONEER PROJECT GSA	

ASSOCIATE MEMBERS	
Name: EASTSIDE WATER MANAGEMENT AREA	

JURISDICTIONAL MEMBER	
KERN COUNTY WATER AGENCY	

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 11A

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

IN THE MATTER OF:

RESOLUTION NO. _____

**APPOINTING _____ TO FILL A VACANCY
IN THE OFFICE OF DIRECTOR OF DIVISION 3**

WHEREAS, a vacancy was created in the Office of Director Division 3 of the District by the resignation of Director Kristen Camarena, effective June 12, 2025;

WHEREAS, the power and privilege of filling said vacancy by appointment now rests with the remaining members of the Board of Directors by virtue of the provisions found in the California Water Storage District Law, namely Water Code section 40500, and Government Code section 1780(c);

WHEREAS, as required by Government Code section 1780, on June 17, 2025, a Notice of Vacancy was duly posted at the District's office and at three (3) conspicuous places within the District;

WHEREAS, _____ is a citizen of the State of California and the United States that is over 18 years of age and a holder of title of land in the District, or a designated representative thereof; and,

WHEREAS, _____ is ready, willing, and able to fill said vacancy on the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS as follows:

- (1) The Board finds that the Recitals set forth above are true and correct and they are incorporated herein and made an operative part of this resolution.
- (2) _____ is hereby appointed to the office of Director of this District effective immediately; and,
- (3) Staff is hereby authorized and directed to take the necessary and appropriate steps to notify the County of Kern of this appointment.

All the foregoing, being on motion of Director _____, seconded by Director _____, is authorized by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the _____ day of July 2025.

Secretary