

Board Meeting



September 2025

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, September 16, 2025 - 7:00 a.m.

CALL TO ORDER
PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of August 19, 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
 - E. Approve Agreement for Subsidence Monitoring, Provost and Pritchard
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 Participation in RRID's Affentranger Groundwater Recharge and Banking Project

8. Groundwater Committee
 - A. Meeting of the North Kern Groundwater Sustainability Agency and SGMA Update
 1. Groundwater Sustainability Plan and Hearing Update
 2. Consider Amendments of Kern Subbasin's Technical Working Group (TWG) Contracts
9. Produced Water Ad Hoc Committee*
10. Negotiating Committee*
11. Counsel of District*
12. Rosedale Ranch Improvement District
 - A. Consider North Kern WSD Participation in Affentranger Groundwater Recharge and Banking Project
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 August 19, 2025

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:00 a.m., on August 19, 2025.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Joel Ackerknecht, Robert Holtermann, Monte Mitchell and Winn Glende. 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, Geoff King, John Gaugel and Sonia Lemus.

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 –

- (25-70) Upon motion of Director Holtermann, seconded by Director Glende and unanimously carried, to approve the minutes from July 15, 2025, Regular Board Meeting.
(Ayes: Andrew, Ackerknecht, Mitchell, 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 Issuance of Standard Form License Agreement, Wonderful Nut Orchards
- F. Approve 9-26 Pipeline Easement Exchange, Wonderful Nut Orchards

- (25-71) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the Consent Calendar.
(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: Mitchell)

General Informational Items –

Watermaster Chianello reported that the inflow at Isabella Lake was about 406 CFS and the outflow was 1,036 CFS. Mr. Chianello indicated that DWR was providing the same funding level in 2026 as was provided in 2025 for the California Cooperative Snow Survey Program covering forecasting, repairs and flight activities. He also provided an update on the missing person reported in the River near the Black Gulch Campground on July 12, 2025.

Kern River Watershed Coalition Authority/Kern Water Collaborative Update – No update.

2024 Audited Financial Statements-

President Andrew stated that Geoff King from Barbich, Hooper, King, Dill, Hoffman (BHK) will be presenting the District's audited financial statements. Mr. King provided an overview of the Independent Auditor's report as of December 31, 2024, and the combined audited financial statements of North Kern Water Storage District, Rosedale Ranch Improvement District and the

required A-133 audit for the Federal grant's compliance testing. He stated that a detailed review of the report was discussed with the Budget and Personnel Committee the previous week and reported on their risk assessments and internal control review. He also highlighted matters noted in the Governance Letter. He reported that the District has a strong Balance Sheet and Net Position. For the year 2024, BHK auditors have issued an "unqualified" clean opinion on the District's 2024 financial statements.

- (25-72) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to accept the December 31, 2024, combined audited financial statements of North Kern Water Storage District and Rosedale Ranch Improvement District and Independent Auditor's Report including Report on Federal Programs as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Financial Matters –

- (25-73) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the North Kern Water Storage District for the month of July as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

- (RR25-74) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the Rosedale Ranch Improvement District for the month of July as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

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

- (25-75) Upon motion of Director Mitchell, 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 July as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

- (25-76) Upon motion of Director Mitchell, seconded by Director Glende and unanimously carried, to approve payment of the IRWMP Accounts Payable balance for the North Kern Water Storage District for the month of July as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

- (RR25-77) Upon motion of Director Mitchell, seconded by Director Glende and unanimously carried, to approve payment of the Accounts Payable balance for the Rosedale Ranch Improvement District for the month of July as noted.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

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

Project Summary – No significant construction update.

Status of Grants –

Mrs. Hearn shared that the Kern County Office of Emergency Services will be offering new grant opportunities in the future. She noted that GEI will be part of the team preparing the Updated Multi-Jurisdiction Hazard Mitigation Plan, and since the District has enrolled as a participant, projects included in this plan will create significant opportunities for Federal funding moving forward.

ILRP/CV Salts – No significant construction update.

Budget & Personnel Committee –

Controller Duarosan stated the District recently moved its Property and Liability insurance policies to ACWA JPIA. As part of this transition, ACWA JPIA is requiring its members who have coverage under the Liability Program to adopt and have on file a Volunteer Personnel Resolution. The Resolution would acknowledge volunteers working for the District, if any, to be employees for purposes of coverage under the Worker's Compensation insurance policy. However, the District, historically, has not utilized volunteer workers. This resolution relates only to worker's compensation insurance coverage and does not commit the District to provide other benefits to volunteer workers, such as health insurance and other employee-related benefits.

- (25-78) Upon motion of Director Holtermann, seconded by Director Glende and unanimously carried, to adopt Resolution for Volunteer Personnel for Worker's Compensation coverage.

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

Engineering Committee –

- (25-79) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried to Authorize the General Manager to execute an amendment to Task Order 24-04 with GEI Consultants for Construction Management support services for the 2018 and 2020 Drought Resiliency Grant for a budget amount not-to-exceed \$65,000.

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

- (25-80) Upon motion of Director Mitchell, seconded by Director Ackerknecht and unanimously carried to Authorize the General Manager to enter into an agreement with Zeiders Consulting to provide design and bid phase support services for concrete lining the Calloway Canal from 7th Standard Road to the 8-1 back-up weir for a budget amount not to exceed \$164,400.

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

- (25-81) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried to Authorize the General Manager to execute a contract, with RHS Consulting, Ltd. for the management and implementation of the Weather Resources Management Program over the next three water years for an estimated total amount of \$1,491,232.

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

- (25-82) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried to Authorize the General Manager to execute Task Order 25-06 with GEI Consultants to update the District's Agricultural Water Management Plan for a budget amount not-to-exceed \$45,000.

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

Groundwater Committee –

At 7:53 am, President Andrew began the Hearing for the approval and adoption of the amended Kern Subbasin GSP and associated Appendices. He stated that the board had previously approved the final draft of the GSP and supporting appendices, including authorization of the submittal of the final draft to the State Water Resources Control Board and release for public review and comment. That comment period has now closed and adoption of the Final GSP should be considered. General Manager Hampton summarized key updates and revisions to the GSP and discussed the process and preparation

for the State Board hearing on September 17, 2025 . At 7:54 am, Mr. Andrew addressed the District's Board for any questions or comments. At this time there were none. At 7:55 am, Mr. Andrew addressed the Public for the opportunity to present questions or comments to the Board or Staff regarding the final GSP. At this time there were none. At 7:55 am, President Andrew proceeded to close the Hearing.

(25-83) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried, to adopt Amended June 2025 Kern County Subbasin Groundwater Sustainability Plan (2025 GSP) and Associated Appendices.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

(25-84) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried, to Approve the Third Amended Kern County Subbasin Coordination Agreement as substantially presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

(25-85) Upon motion of Director Mitchell, seconded by Director Ackerknecht and unanimously carried, to Approve the Fourth Amended and Restated Joint Exercise of Powers Authority (JPA) for the Kern Non-Districted Land Authority (KNDLA) as substantially presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

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 –

General Manager Hampton discussed the land purchase of the Affentranger property, including pricing and potential funding mechanisms. The purchase is anticipated to close by early September.

(25-86) Upon motion of Director Glende, seconded by Director Holtermann and unanimously carried, to Approve the acquisition of the Affentranger Brothers property, APN 463-020-05-00, approximately 162.62 acres, and authorize the General Manager to take necessary action to close the real property acquisition.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

General Manager's Report –

General Manager Hampton informed the Board that there were vacancies on the subcommittees due to former Director Camarena's resignation. The Board appointed Director Mitchell to all open vacancies that were vacated by Director Camarena.

Agenda item 15 – Discussion and possible action regarding District Employees Compensation was mislabeled as Item 15 and was taken up as Agenda item 16 as originally intended.

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
Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676,
31677, and 31819
 - (iii) North Kern Water Storage District v. Rosedale Estates
(BCV-24-101361)
 - (iv) Bring Back the Kern et al. v. City of Bakersfield (Defendant/Respondent) and
Buena Vista Water Storage District et al. (Real Parties in Interest)
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- B. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: two case
- C. PERSONNEL MATTERS
(Govt. Code Section 54957)
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Govt. Code Section 54956.8) – use of District and landowner facilities for
various potential water management programs; negotiator, David Hampton

The above legal grounds were determined to exist based on advice of counsel, and discussion of such matters in an Open Session would cause prejudice to the District. The Board went into Closed Session at 8:35 a.m.

The Board reconvened back into the open session at 10:37 a.m. The Board undertook consideration of Item 16 concerning compensation for the position of Controller/Admin Manager.

- (25-87) Upon motion of Director Ackerknecht, seconded by Director Glende and unanimously carried, to Approve providing the Controller/Admin Manager a one-time additional 80 hours of additional vacation paid time off or an additional \$8,000 compensation for the exceptional work performance during the 2024 financial audit and new accounting software transition.
(Ayes: Andrew, Ackerknecht, Mitchell, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Respectfully Submitted,

David Hampton, General Manager

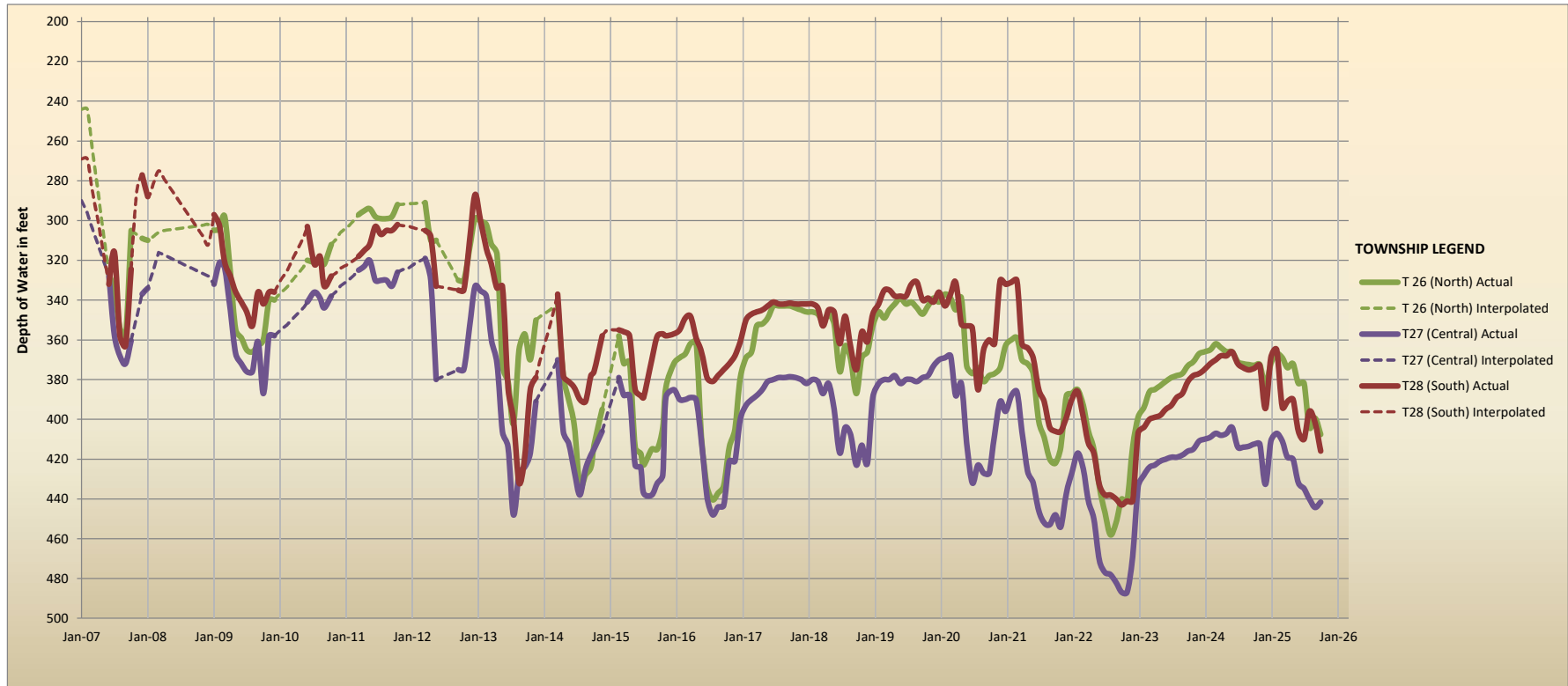
Approved by Board
September 16, 2025

Kevin Andrew, President

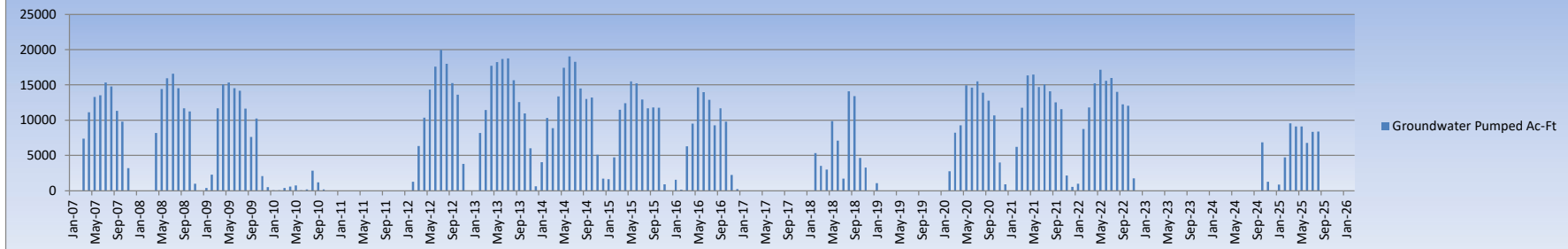
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



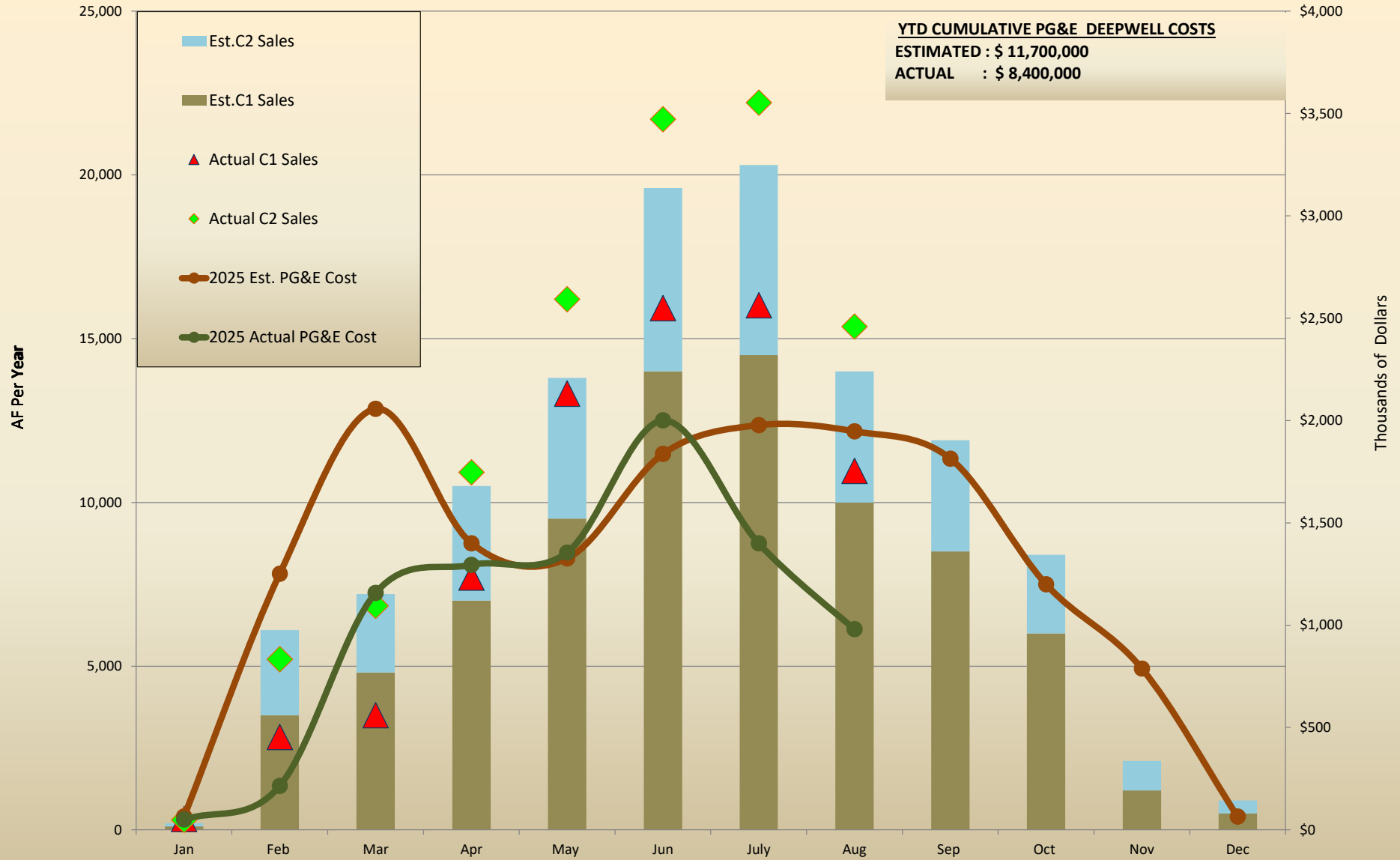
DISTRICT DEEP WELL PRODUCTION Ac-Ft



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

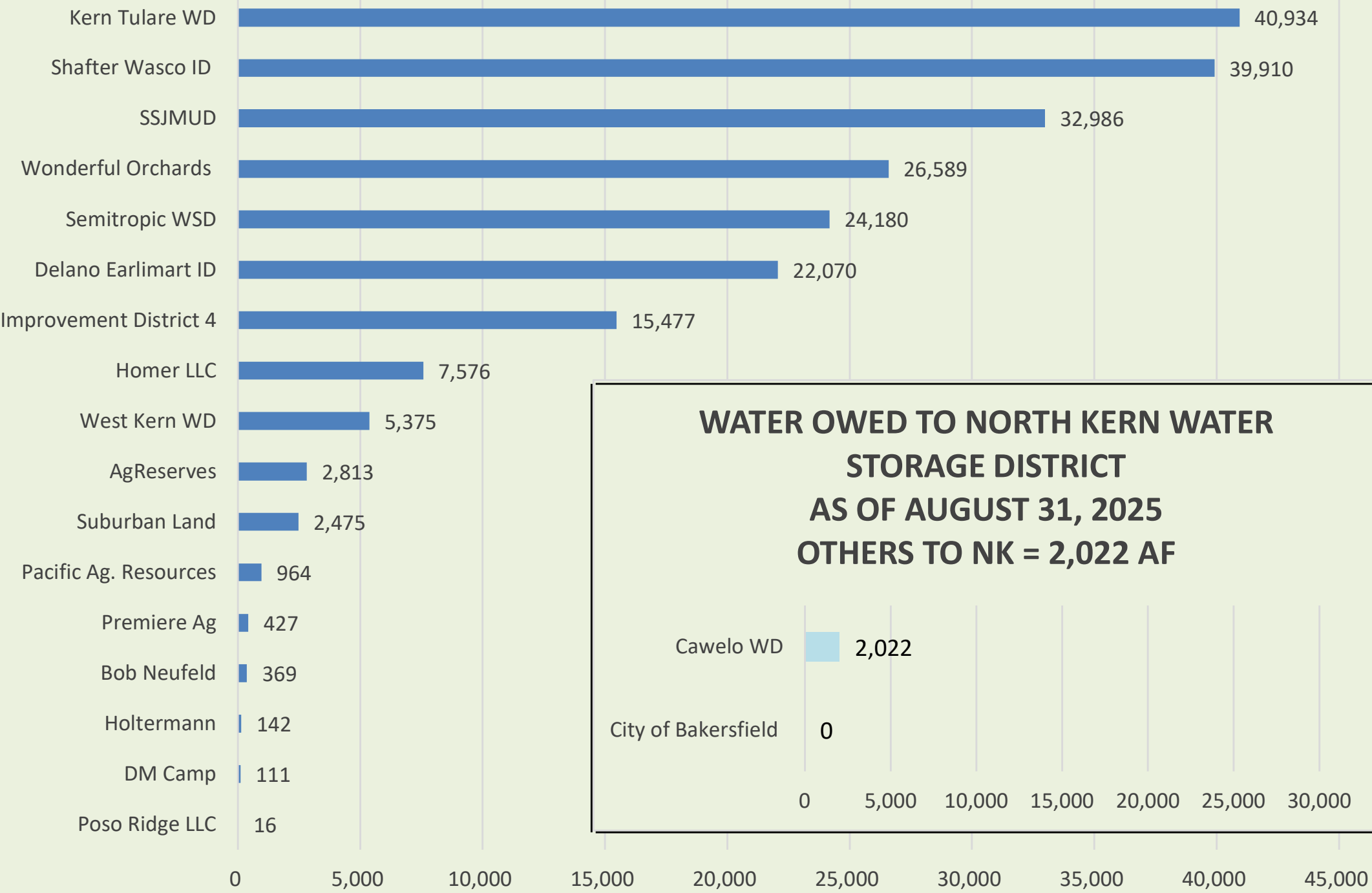
EXHIBIT "A"
Budgeted and Actual PG&E Costs for 2025



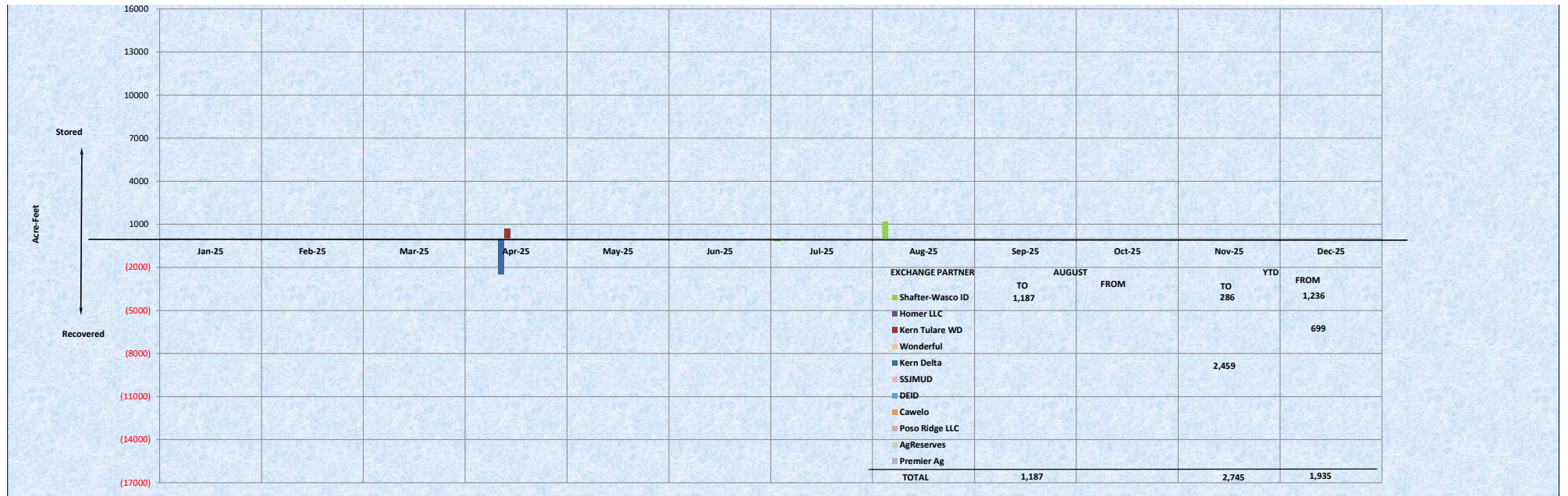
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
AUGUST 31, 2025
NK TO OTHERS = 222,433AF**



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

September 12, 2025

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 230,532 AF. Today's estimated natural flow is 223 CFS and the regulated outflow is 565 CFS. The district's share of storage is estimated to be 52,500 AF and receiving and zero Kern River entitlement.
2. For the month of August, district deep well production was 8,397 AF and an estimated 14,160 AF of Kern River water was diverted into the Beardsley Head. Class 1 deliveries averaged 178 CFS/day and Class 2 deliveries averaged 87CFS/day. The maximum daily irrigation demand was 276 CFS and minimum daily irrigation demand was 161 CFS.
3. In September, the district continues to utilize both deep well and Kern River supplies. Approximately 87 CFS of district reservoir supplies have been utilized, as needed, daily.
4. On August 20th, Hill Valley ID began diverting water to SWID from the CVC, adding to SWID's long term exchange balance with the district. A total of 1,187 AF was delivered in August. Flows continue with 50 CFS/day. This delivery is estimated to end near October 10th totaling 5,000 AF.
5. 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 2E



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

September 10, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Subsidence Monitoring Survey

RECOMMENDED MOTION:

“Authorize the General Manager to enter into an agreement with Provost and Pritchard to perform a subsidence monitoring survey at twenty locations for a budget amount not to exceed \$4,200.”

DISCUSSION:

In 2010, the District secured a \$250,000 grant from DWR to make certain improvements to the District’s groundwater monitoring program. The improvements included the construction of four monitoring wells and the establishment of a subsidence monitoring network. In particular for subsidence monitoring, benchmarks/monuments were established at 20 District well sites, all of which are proximate to the Friant-Kern Canal. At each site, a 2.5-inch brass marker/monument was installed in the concrete foundation. The north-south line of the monuments extends for about ten miles; from about 1.5 miles north of Highway 46 to about 1.5 miles south of Lerdo Highway.

Information regarding the occurrence, location, and magnitude of subsidence is necessary in the context of both the Sustainable Groundwater Management Act (“SGMA”) and the California Environmental Quality Act (“CEQA”). Land subsidence is one of the six “undesirable results” potentially associated with groundwater extraction which are identified by SGMA and for which monitoring must be conducted. Land subsidence is also identified in the CEQA guidelines as an area of potential impact that must be addressed when evaluating a proposed project, such as the expansion of recharge and recovery operations under a third-party water banking project. This survey information provides important local ground-based data and is complementary to other regional monitoring data that includes InSAR subsidence data. Exhibit “A” is the proposal from Provost and Pritchard (“P&P”) to perform the annual survey. P&P has been performing the annual survey for the past several years.

Staff recommends Board approval for the General Manager to enter into an agreement with P&P to perform a subsidence monitoring survey at twenty locations for a budget amount not to exceed \$4,200.

Attachments:

Exhibit “A” – Subsidence Monitoring Survey Proposal from P&P

PROVOST & PRITCHARD CONSULTING GROUP

400 E Main St, Ste 300 • Visalia, CA 93291 • (559) 636-1166
www.provostandpritchard.com

September 10, 2025

Ram Venkatesan
North Kern Water Storage District
33380 Cawelo Extended
Bakersfield, CA 93308

**Subject: Land Surveying Services for
2025 Subsidence Monitoring Survey, Kern County, California**

Dear Ram Venkatesan:

Thank you for the opportunity to submit this proposal to provide land surveying services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

Provost & Pritchard (P&P) has completed a survey of 20 monitoring stations throughout North Kern Water Storage District (District) for the past several years. It is now desired to repeat this survey in the Fall of 2025 for comparison of the current station elevations to prior surveys.

SCOPE OF SERVICES

Our proposed scope of work for this proposal is contained in one phase, described below.

PHASE SM1: SUBSIDENCE MONITORING SURVEY

- Perform a survey of the 20 subsidence monitoring stations included in the previous surveys, utilizing Network RTK GPS observations tied to Leica Smartnet Realtime Network.
- Provide the resulting Northing, Easting, and Elevation values in tabulated format for direct comparison to the results provided in prior surveys.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is that our fees will be \$ 4,200. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated ranges above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/6385a458-b6b0-45dc-94c9-e51ab40da349/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserld_212.ppeng.egnyte.com/NKWSD 2025 Subsidence Survey Proposal.docx

Engineering • Structural • Geostuctural • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting
Clovis • Visalia • Bakersfield • Modesto • Los Banos • Chico • Sacramento • Sonora • San Luis Obispo • Boise, ID

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we will coordinate the fieldwork schedule with the District to ensure access to all stations. We anticipate commencing fieldwork within 2 weeks and completing the survey report within 4 weeks of receiving authorization.

ASSUMPTIONS

- Access to all sites will be available throughout the duration of our survey, coordinated through North Kern Water Storage District
- The 20 sites included in prior surveys and to be re-surveyed consist of: 88-03-09, 88-03-36, 88-05-11, 88-07-04, 88-07-06, 88-09-09, 88-17-22, 88-17-23, 8-17-24, 88-19-03, 88-25-16, 88-25-31, 88-29-14, 88-29-15, 99-02-04, 99-22-14, Minter_TS, Rosedale_TS, Section_27_TS, and Switch_Fld_TS

ADDITIONAL SERVICES

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Topographic and Boundary Survey
- Subsidence mapping and analysis.
- Integration of survey data and well logs for groundwater contour mapping.

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Timothy Odom, PLS 8468
Project Manager



Gavin O'Leary
Director of Operations, GIS/Survey

TERMS AND CONDITIONS ACCEPTED

By North Kern Water Storage District

Signature

Printed Name

Title

Date

CONSULTANT SERVICES AGREEMENT

CSA NO: 25-690

North Kern Water Storage District

Client/Agency

Ram Venkatesan

Attention

North Kern Water Storage District

Bill to

33380 Cawelo Extended

Billing Address

Bakersfield, 93308

City, Zip Code

Land Surveying Services for 2025 Subsidence Monitoring

Project Title

25-690

Proposal No.

Telephone

Fax

ram@northkernwsd.com

Email

Kern County, CA

Location

DESCRIPTION OF SERVICES

Please refer to proposal # 25-690, dated 9/10/2025.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-

[https://us-partner-integrations.egnyte.com/msoffice/wopi/files/f274cece-481a-4996-9908-](https://us-partner-integrations.egnyte.com/msoffice/wopi/files/f274cece-481a-4996-9908-29d9533263d3/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserld_212.ppeng.egnyte.com/Land Surveying Services for 2025 Subsidence Monitoring- Draft CSA.docx)

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use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person

or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

North Kern Water Storage District

Client/Agency

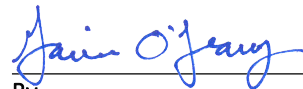
By

Name

Title

Date Signed

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group



By

Gavin O'Leary, GIS/Survey

Name

Director of Operations

Title

9/11/2025

Date Signed

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

KERN RIVER WATERMASTER

achianello@krwatermaster.org

661-549-6313

To: Kern River Interests

September 10, 2025

From: Art Chianello
Kern River Watermaster

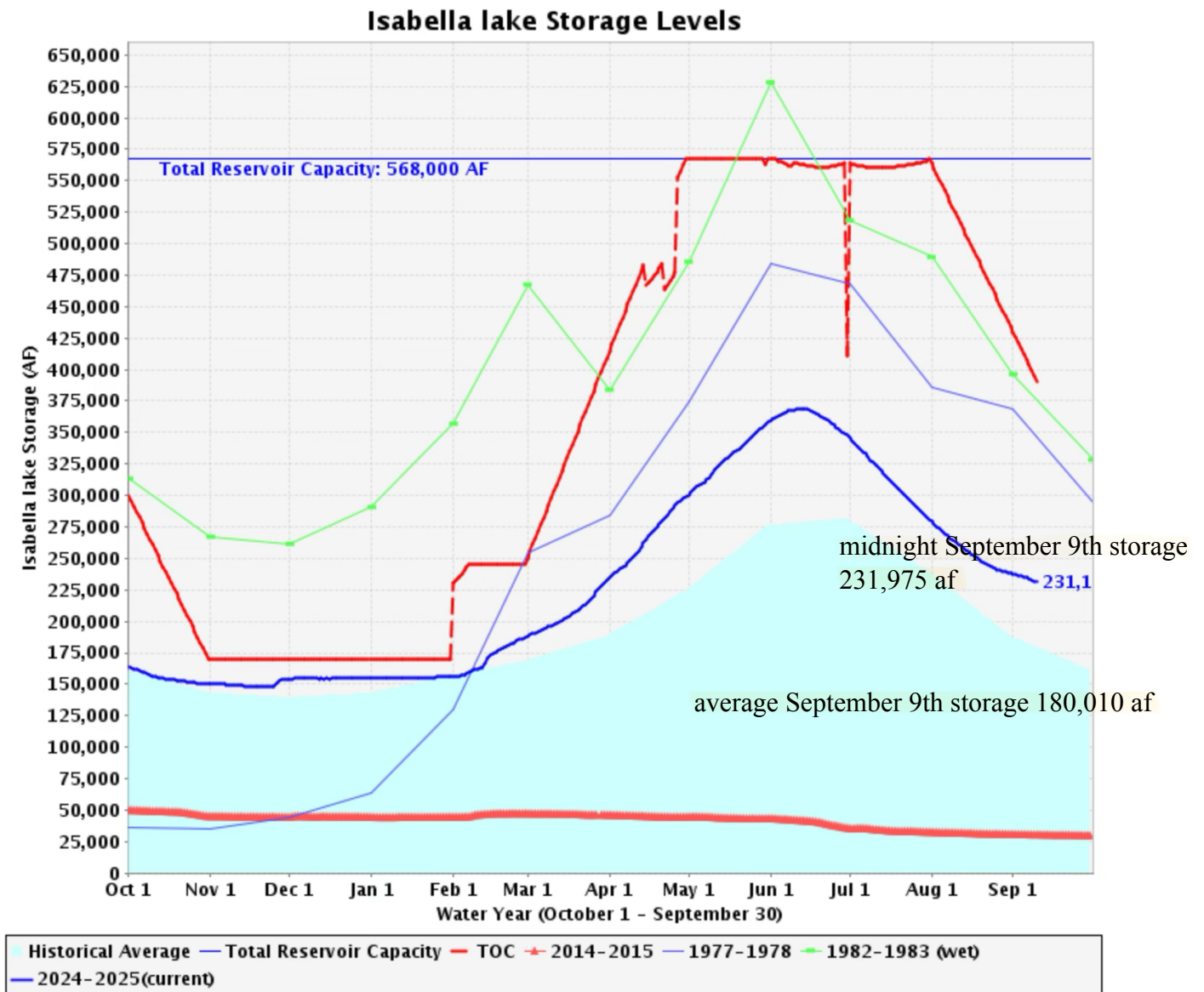
RE: Report of Recent Activities

Runoff and Operations - The monthly Kern River Basin runoff volumes comparing water year 2024 versus 2025 are shown below (last month is a forecasted median value).

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	34,500
August	26,430	23,754
September	20,275	10,000 forecasted
Total	750,491	592,512

Isabella Dam Operations

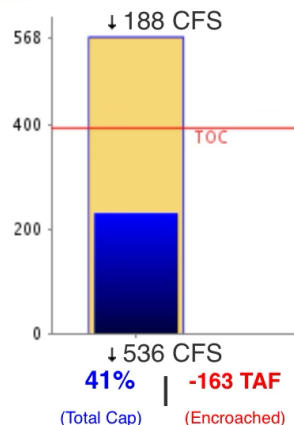
The graph below shows the trend in storage for the water year from October 1 to September 9th. The September 9th daily inflow was 188 cfs and the daily outflow was 536 cfs.



Isabella - Top of Conservation Conditions, September 09, 2025



Major Reservoir TOC Current Conditions Graphs



Data as of Midnight: September 09, 2025

- Storage: 231,976 AF
- Reservoir Elevation: 2,569.80 FT
- 41% of Total Capacity
- -163 TAF Encroached For This Date
- Total Capacity: 568,000 AF
- Avg. Stor. September 09: 180,010 AF
- TOC Stor. 395,013 AF
- Daily Inflow: 188 CFS
- Daily Outflow: 536 CFS

Change Date: 09-Sep-2025

April - July Natural Flow at First Point of Measurement

The table below shows the computed natural flow at First Point of Measurement April through July from 1894 to date in ascending order. A-J average is 463,056 acre-feet. 2025 A-J was 336,465 acre-feet, 73% of average

KERN RIVER NATURAL FLOW FIRST POINT OF MEASUREMENT APRIL - JULY																																		
In order of Magnitude																1894 - TO DATE																		
Quantities in acre-feet																																		
YEAR	APR	MAY	JUN	JUL	TOTAL	% OF AVERAGE	YEAR	APR	MAY	JUN	JUL	TOTAL	% OF AVERAGE	YEAR	APR	MAY	JUN	JUL	TOTAL	% OF AVERAGE	YEAR	APR	MAY	JUN	JUL	TOTAL	% OF AVERAGE	YEAR	APR	MAY	JUN	JUL	TOTAL	% OF AVERAGE
2015	13,662	17,153	13,813	13,037	57,665	12%	1999	55,843	95,199	68,733	32,852	252,627	54%	1956	97,553	159,683	168,876	99,529	525,641	113%	1966	97,553	159,683	168,876	99,529	525,641	113%	1966	97,553	159,683	168,876	99,529	525,641	113%
2021	22,530	28,034	12,643	7,230	70,437	15%	1981	69,320	91,914	65,817	25,630	252,681	54%	1932	111,273	154,742	166,404	94,013	526,432	113%	1932	111,273	154,742	166,404	94,013	526,432	113%	1932	111,273	154,742	166,404	94,013	526,432	113%
1961	24,137	29,980	24,305	8,952	87,374	19%	1908	79,320	79,418	60,305	41,851	260,894	56%	1974	114,113	183,733	167,740	69,580	535,166	115%	1974	114,113	183,733	167,740	69,580	535,166	115%	1974	114,113	183,733	167,740	69,580	535,166	115%
1924	28,540	41,722	14,069	8,225	92,556	20%	1951	48,914	85,039	88,990	38,941	261,884	56%	1917	126,329	165,062	187,638	81,275	560,304	121%	1917	126,329	165,062	187,638	81,275	560,304	121%	1917	126,329	165,062	187,638	81,275	560,304	121%
2014	26,527	40,042	20,965	7,016	94,550	20%	1939	92,136	92,253	58,400	25,480	268,269	58%	1997	142,909	214,290	142,358	71,919	571,476	123%	1997	142,909	214,290	142,358	71,919	571,476	123%	1997	142,909	214,290	142,358	71,919	571,476	123%
1977	23,391	25,630	35,655	10,973	95,649	21%	1991	58,092	79,763	100,423	38,265	276,543	60%	2010	95,484	163,601	226,437	94,875	580,397	125%	2010	95,484	163,601	226,437	94,875	580,397	125%	2010	95,484	163,601	226,437	94,875	580,397	125%
2022	31,045	36,405	20,370	8,495	96,315	21%	1957	38,644	79,355	132,331	41,989	292,346	63%	1936	157,290	219,404	137,028	67,902	581,624	125%	1936	157,290	219,404	137,028	67,902	581,624	125%	1936	157,290	219,404	137,028	67,902	581,624	125%
1931	23,440	41,867	24,262	8,493	98,062	21%	2009	63,650	130,352	65,252	35,907	295,161	64%	1901	83,190	186,446	197,792	114,613	582,041	125%	1901	83,190	186,446	197,792	114,613	582,041	125%	1901	83,190	186,446	197,792	114,613	582,041	125%
2013	32,212	39,509	19,494	11,700	102,915	22%	1894	88,974	98,801	64,564	43,061	295,400	64%	1993	133,993	200,864	162,420	87,414	584,691	126%	1993	133,993	200,864	162,420	87,414	584,691	126%	1993	133,993	200,864	162,420	87,414	584,691	126%
1976	25,924	47,151	20,930	14,749	108,754	23%	1933	57,265	60,026	125,395	56,898	299,584	65%	1945	131,246	205,509	169,002	91,593	597,350	129%	1945	131,246	205,509	169,002	91,593	597,350	129%	1945	131,246	205,509	169,002	91,593	597,350	129%
1990	32,019	38,600	29,345	13,380	113,344	24%	1950	76,155	98,483	90,367	34,901	299,906	65%	1996	147,959	225,987	154,883	70,502	599,331	129%	1996	147,959	225,987	154,883	70,502	599,331	129%	1996	147,959	225,987	154,883	70,502	599,331	129%
1934	39,919	43,065	21,820	11,341	116,145	25%	2000	67,388	129,406	81,396	28,306	306,496	66%	1922	84,407	242,259	202,395	88,649	617,710	133%	1922	84,407	242,259	202,395	88,649	617,710	133%	1922	84,407	242,259	202,395	88,649	617,710	133%
2007	35,649	51,267	24,131	12,363	123,410	27%	1925	56,408	102,016	96,252	58,437	313,113	67%	1897	173,393	281,639	137,393	61,837	654,262	141%	1897	173,393	281,639	137,393	61,837	654,262	141%	1897	173,393	281,639	137,393	61,837	654,262	141%
1972	28,288	45,965	38,531	14,936	127,720	28%	1904	59,812	113,205	103,904	39,725	316,646	68%	1907	197,720	199,950	183,995	97,083	678,748	146%	1907	197,720	199,950	183,995	97,083	678,748	146%	1907	197,720	199,950	183,995	97,083	678,748	146%
1959	40,566	39,945	32,061	18,013	130,585	28%	1970	63,513	110,057	95,700	50,138	319,408	69%	1914	144,934	210,676	201,064	128,338	685,012	148%	1914	144,934	210,676	201,064	128,338	685,012	148%	1914	144,934	210,676	201,064	128,338	685,012	148%
1898	42,248	45,213	32,809	15,033	135,303	29%	1921	51,723	100,096	120,387	49,119	321,325	69%	1895	162,071	268,635	172,890	91,133	694,729	150%	1895	162,071	268,635	172,890	91,133	694,729	150%	1895	162,071	268,635	172,890	91,133	694,729	150%
1988	39,584	58,350	43,140	20,969	162,043	35%	2003	56,146	113,472	118,383	37,075	325,076	70%	1943	198,736	254,785	155,650	88,011	697,182	150%	1943	198,736	254,785	155,650	88,011	697,182	150%	1943	198,736	254,785	155,650	88,011	697,182	150%
1960	46,272	58,336	47,181	16,683	168,472	36%	1953	70,730	86,019	103,164	69,657	329,570	71%	1911	138,113	184,481	222,076	156,498	701,168	151%	1911	138,113	184,481	222,076	156,498	701,168	151%	1911	138,113	184,481	222,076	156,498	701,168	151%
2012	65,851	69,671	26,945	14,154	176,621	38%	2008	80,991	123,177	89,078	38,095	331,341	71%	1973	110,892	288,652	230,390	93,834	723,768	156%	1973	110,892	288,652	230,390	93,834	723,768	156%	1973	110,892	288,652	230,390	93,834	723,768	156%
1992	55,448	74,394	32,987	16,324	179,153	39%	1923	73,355	120,849	82,528	58,000	332,532	72%	2005	132,119	288,847	238,352	129,182	788,500	170%	2005	132,119	288,847	238,352	129,182	788,500	170%	2005	132,119	288,847	238,352	129,182	788,500	170%
1964	42,946	61,521	54,658	23,803	182,928	39%	1918	74,513	78,722	136,753	44,828	334,816	72%	2006	147,043	309,409	232,520	106,756	795,728	171%	2006	147,043	309,409	232,520	106,756	795,728	171%	2006	147,043	309,409	232,520	106,756	795,728	171%
1994	46,489	67,224	56,223	21,068	191,004	41%	2025	101,129	123,933	81,943	29,460	336,465	73%	1982	212,963	254,985	198,748	130,098	796,794	172%	1982	212,963	254,985	198,748	130,098	796,794	172%	1982	212,963	254,985	198,748	130,098	796,794	172%
1928	37,757	76,885	60,344	18,716	193,702	42%	1919	86,574	140,215	81,844	34,364	342,997	74%	1958	168,105	316,974	230,866	115,724	831,669	179%	1958	168,105	316,974	230,866	115,724	831,669	179%	1958	168,105	316,974	230,866	115,724	831,669	179%
2020	59,213	86,350	35,786	15,453	196,802	42%	1935	71,042	103,787	133,634	42,184	350,647	76%	1937	183,505	352,050	225,395	91,097	852,047	183%	1937	183,505	352,050	225,395	91,097	852,047	183%	1937	183,505	352,050	225,395	91,097	852,047	183%
1900	28,102	68,295	76,366	24,125	196,888	42%	1910	102,883	127,733	79,464	42,046	352,126	76%	1986	208,147	293,335	263,794	121,398	886,674	191%	1986	208,147	293,335	263,794	121,398	886,674	191%	1986	208,147	293,335	263,794	121,398	886,674	191%
1949	50,517	84,508	57,685	17,201	209,911	45%	1954	101,203	139,719	73,553	39,642	354,117	76%	2019	203,673	251,734	302,910	154,203	912,520	197%	2019	203,673	251,734	302,910	154,203	912,520	197%	2019	203,673	251,734	302,910	154,203	912,520	197%
1987	55,236	75,108	56,146	24,918	211,408	46%	1905	62,047	117,748	132,766	53,835	366,396	79%	1967	99,509	269,631	311,063	243,802	924,005	199%	1967	99,509	269,631	311,063	243,802	924,005	199%	1967	99,509	269,631	311,063	243,802	924,005	199%
1913	42,494	73,561	60,738	34,929	211,722	46%	1896	57,864	86,174	146,124	82,760	372,922	80%	1995	143,244	255,046	293,129	237,802	929,221	200%	1995	143,244	255,046	293,129	237,802	929,221	200%	1995	143,244	255,046	293,129	237,802	929,221	200%
1899	53,133	51,353	79,178	30,046	213,710	46%	1975	46,602	147,001	140,660	51,917	368,180	83%	2011	231,304	261,005	274,675	175,874	842,858	203%	2011	231,304	261,005	274,675	175,874	842,858	203%	2011	231,304	261,005	274,675	175,874	842,858	203%
2002	58,838	69,991	63,755	22,703	215,307	46%	1902	107,403	109,904	128,853	43,436	389,596	84%	1988	223,928	315,044	291,880	130,917	961,769	207%	1988	223,928	315,044	291,880	130,917	961,769	207%	1988	223,928	315,044	291,880	130,917	961,769	207%
1929	39,064	85,95																																

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 August 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 8/29/2025	Budget	Percent Utilized	Budget Projection
General Services 2025	2500362	\$39,351	\$50,000	79%	100%
SGMA Implementation Support 2025	2500370	\$4,911	\$10,000	49%	100%
2022 DRP Design and Bidding	2503604	\$31,236	\$175,000	18%	100%
High Speed Rail	1605740	\$294,666	\$299,324	98%	100%
WDI Phase 3 and Canal Lining	2004274	\$275,793	\$272,300	101%	100% Task Order Addendum will be presented in September.
Calloway Canal Lining 7 th Standard – 8-1 Backup Weir	2301760	\$4,237	\$25,000	17%	100%
Calloway Canal Lining CVC Intertie to Fruitvale Avenue	2301776	\$6,448	\$25,000	26%	100%
Calloway Canal Lining – CVC to KR CEQA/NEPA	2302099	\$52,484	\$101,500	52%	100%
Well Siting for Groundwater Banking	2200344	\$195,574	\$278,400	70%	90%
CM and Well Improvements for Long Term TCP	2104244	\$765,249	\$764,740	100%	101% Addendum submitted in September 2025 for remaining close-out documentation
Landowner Groundwater Banking Program	2300158	\$24,436	\$56,050	44%	100%
2018 Return Capacity Improvements	1804180	\$63,267	\$70,000	90%	100%
Design for 2018 DRP Return Capacity	2202819	\$297,705	\$303,308	98%	100%
2020 Return Capacity Improvements	2101445	\$13,566	\$38,500	35%	100%
Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623)	2403400	\$235,947	\$250,565	94%	100%
2022 Return Capacity Improvements	2301770	\$9,268	\$25,000	37%	100%
North Kern Grant Applications	2303704	\$54,573	\$50,000	109%	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	\$19,490	\$40,000	49%	100%

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

Project	Project #	Incurred as of 8/29/2025	Budget	Percent Utilized	Budget Projection
RRID Reclamation Grant Applications FY 25	2406609	\$7,210	\$20,000	36%	50%
Young Wooldridge Program Support	2305891	\$104,731	\$282,524	37%	100%
Partnership Project Grant Administration	2501449	\$172	\$35,000	0%	100%
Calloway Canal Lining Fruitvale Avenue – Case Street	2501451	\$5,402	\$175,000	3%	100%
Ag Water Management Plan Update	TBD		\$45,000		100%

2. Active Projects

General Services 2025 (GEI Project No. 2500362)

August activity was mostly routine, including tasks such as preparing board reports, participating in meetings, and routine correspondences. Other work included preparing an application for ASCE Awards and updating data tracking spreadsheets.

Upcoming Deliverables: none.

Active Task Order No.: 24-01

Budget Status: \$39,351 expended of \$50,000 budget (79%)

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

Legal Counsel Support (GEI Project No. 1611225)

No activity during the month of August.

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 activity during the month of August.

Upcoming Deliverables: Support, as requested.

Active Task Order No.: 24-02

Budget Status: \$4,911 expended of \$10,000 budget (49%)

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

High Speed Rail (GEI Project No. 1605740)

No activity during the month of August.

Upcoming Deliverables: Submit invoice package 85.

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

Budget Status: \$294,666 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:

- No significant activity.

Activities related to WDI Contract Management:

- Review of WDI construction contract documents.

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

- No significant activity.

Upcoming Deliverables: Final grant reports.

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

Budget Status: \$275,793 expended of \$272,300 budget (101%)

Budget Forecast: A **task order addendum will be presented in September.** 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 activity during the month of August.

Upcoming Deliverables: Grant time extension.

Active Task Order No.: 23-06

Budget Status: \$4,237 expended of \$25,000 budget (17%)

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 activity during the month of August.

Active Task Order No.: 23-08

Budget Status: \$6,448 expended of \$25,000 budget (26%)

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)

Activity in August included coordination for and completion of cultural desktop and field surveys.

Upcoming Deliverables: None at this time.

Active Task Order No.: 25-04

Budget Status: \$5,402 expended of \$175,000 budget (3%)

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

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

Conducted cultural resource surveys, revised the Biological Assessment based on comments/edits from USBR, attended coordination meetings, and prepared the Cultural Resources Report.

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

Active Task Order No.: 23-05

Budget Status: \$52,484 expended of \$101,500 budget (52%)

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

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

No significant activity during the month of August.

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)

No significant activity during the month of August.

Upcoming Deliverables:

Active Task Order No.: 21-11

Budget Status: \$765,249 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)

No activity during the month of August.

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 August.

Upcoming Deliverables: Final grant report.

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

Budget Status 1804180: \$63,267 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 during the month of August.

Upcoming Deliverables: None.

Active Task Order No.: 21-06

Budget Status: \$13,566 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 August was related to project closeout.

Upcoming Deliverables: Project closeout.

Active Task Order No.: 24-04

Budget Status: \$235,947 expended of \$185,565 budget (127%)

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)

No activity during the month of August.

Upcoming Deliverables: None.

Active Task Order No.: 23-07

Budget Status: \$9,268 expenditure of \$25,000 budget (37%)

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

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

Activity in August included potholing coordination, progress on 90% design, and drafting specifications.

Upcoming Deliverables: 90% plans and specifications

Active Task Order No.: 25-05

Budget Status: \$20,851 expended of \$175,000 budget (12%)

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

Partnership Project Grant Administration (GEI Project No. 2501449)

No activity in August.

Upcoming Deliverables: Semi-annual report due in October.

Active Task Order No.: 25-03

Budget Status: \$172 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.

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

Previously, Reclamation announced that the application for construction of two replacement wells, submitted in October 2024, was not awarded funding from the Drought Response Program (DRP). Activity in August included participation in a call with Reclamation to discuss the application.

An application for approximately one mile of Calloway Canal Lining from Case Street to Arrow Street was submitted in November 2024 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: \$19,490 expended of \$40,000 budget (49%)

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

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

Previously, Reclamation announced 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). Activity in August included participation in a call with Reclamation to discuss the application.

Upcoming Deliverables: None at this time.

Active Task Order No.: 24-06

Budget Status: \$7,210 expended of \$20,000 budget (36%)

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

3. Closed Projects

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.

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 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.

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

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

September 11, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht, Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Participation in Affentranger Groundwater Recharge and Banking Project

RECOMMENDED MOTION:

“Approve participation in the Rosedale Ranch Improvement District’s Affentranger Groundwater Recharge and Banking Project and Agreement For Groundwater Recharge and Banking.”

DISCUSSION:

The Rosedale Ranch Improvement District (RRID) is developing the Affentranger Groundwater Recharge and Banking Project (Affentranger Project), which includes the acquisition of about 163 acres of land and the design and construction of new surface water percolation basins. The project is being developed and implemented on behalf of the RRID landowners to help improve their available water supplies and meet long-term sustainability goals required by the Sustainable Groundwater Management Act (SGMA).

The location of the project is within the RRID boundary, which is also within the North Water Storage District (North Kern) and provides North Kern an opportunity to participate and provide additional groundwater recharge and banking benefits. In the wetter years, North Kern will have additional water supplies outside the water supplies that accrue per the 1952 Agreement for Use of Water Rights that can potentially be used to recharge and bank in the Affentranger Project. Banking projects and recharge facilities are costly to develop and construct and therefore shared use of facilities can benefit participating parties.

The attached draft Agreement For Groundwater Recharge and Banking (Attachment A) provides the terms for North Kern’s proposed participation at 25% priority use of the completed recharge facilities and conveyance canals. If RRID is actively delivering surface irrigation water, then North Kern will only have 25% priority use of the remaining available capacities in the RRID canals. Additionally, North Kern will pay RRID \$490,000 to be used toward the acquisition of the Property and an additional sum toward a portion of the costs for design and construction to be determined by the Parties, which amount shall be commensurate with the Project participation rights described in the agreement.

Staff conducted an analysis of the benefit for North Kern to participate in the Affentranger Project based on cost estimates to develop comparable groundwater recharge and banking facilities within the North Kern boundary outside of RRID and using an estimated 41 cfs

recharge capacity for the Affentranger Project. For a comparable project that provides 10 cfs recharge capacity in the productive area of North Kern, 40 acres would need to be acquired, and at an estimated market value of \$25,000 per acre, the land acquisition cost alone would be about \$1 million. Therefore, staff believes it is beneficial to North Kern to partner with RRID on the Affentranger Project.

Staff recommends Board approve North Kern's participation in the Affentranger Groundwater Recharge and Banking Project and the Agreement For Groundwater Recharge and Banking.

Attachment A – Agreement For Groundwater Recharge and Banking, Affentranger Groundwater Recharge and Banking Project

AGREEMENT FOR GROUNDWATER RECHARGE AND BANKING

THIS AGREEMENT for Groundwater Recharge and Banking (“Agreement”) is made and entered into this ____ day of September 2025, by and between ROSEDALE RANCH IMPROVEMENT DISTRICT (“RRID”) and NORTH KERN WATER STORAGE DISTRICT (“North Kern”).

WITNESSETH:

WHEREAS, On January 17, 2023, the Board of Directors acting for an on behalf of RRID adopted Resolution No. RR23-12, Adopting Proposition 218 Assessment Ballot Procedures And Calling For An Assessment Ballot Proceeding On A Proposed Increase In The Rosedale Ranch Improvement District’s Administrative And Project Base Service Charges; Establishing Preliminary Rates And Setting Of Noticed Hearing;

WHEREAS, Adoption of Resolution No. 23-12 included the adoption of the Final January 12, 2023 Engineer’s Report for Base Service Charges for Rosedale Ranch Improvement District, Proposition 218 Procedures for Benefit Assessments, that described the need for programs and projects including developing groundwater recharge facilities that can recharge up to an average 7,200 AF per year and reduce irrigation demand by replacing crops with recharge facilities;

WHEREAS, On March 21, 2023, following a hearing and tabulation of assessment ballots, the RRID Board of Directors adopted Resolution No. RR23-32, Certifying the Results of a Proposition 218 Assessment Ballot Proceeding and Adopting an Increase in the Rosedale Ranch Improvement District’s Base Service Charges; and

WHEREAS, RRID is in the process of acquiring approximately 163 acres of land identified as Kern County Assessor’s Parcel Number 463-020-05 (the “Property”), for the purpose of constructing and operate the Affentranger Groundwater Recharge and Banking Project; and

WHEREAS, North Kern desires to participate in the Affentranger Groundwater Recharge and Banking Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, RRID and North Kern hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.0 Affentranger Groundwater Recharge and Banking Project or Project.

“Affentranger Groundwater Recharge and Banking Project” or “Project” means the acquisition of parcel APN 463-020-005 for the construction and use of surface water percolation

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basins to facilitate the underground storage of surface water supplies for later recovery and use, as more particularly described in the attached project description.

1.01 Facilities

“Facilities” means the new proposed Spreading Facilities (defined below) and related above and below-ground appurtenances as may be necessary or desirable for the Project, including, without limitation, canals, pipelines and turnouts.

1.02 Spreading Basins.

“Spreading Basins” means the new surface water percolation basis to be constructed, operated and managed by RRID as part of the Affentranger Groundwater Recharge and Banking Project.

1.03 Year.

“Year” means a calendar year commencing January 1 and ending December 31.

ARTICLE II **THE PROJECT**

2.0 Conditions Precedent.

RRID’s and North Kern’s obligations to construct any of the Facilities under this Agreement and to continue with the Project are subject to:

- (a) RRID’s and North Kern’s approval of the plans and specifications for the construction of the new Facilities; and
- (b) RRID and North Kern securing such approvals as are necessary for the Project, including without limitation the acquisition of the Property and compliance with the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) (“CEQA”); provided that this Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of either RRID or North Kern or any other public agency, as applicable, in connection with consideration of permits or other approvals for development of the Project, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and RRID’s, North Kern’s, or other public agency’s evaluation of mitigation measures and alternatives, including RRID’s, North Kern’s, or another agency’s final “project” approval and the “no project” alternative.

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2.01 Payment of Project Participation.

- (a) RRID shall be solely responsible for the costs associated with the acquisition of the Property for the Project, and shall hold sole title to said Property following acquisition.
- (b) North Kern shall pay RRID \$490,000 toward acquisition of the Property and an additional sum toward a portion of the costs for design and construction to be determined by the Parties, which amount shall be commensurate with the Project participation rights described herein.

2.02 Project Operations.

(a) Water Supply.

RRID, at its expense, shall provide all water for recharge and banking operations under this Agreement ("RRID Recharge Water") to be credited to RRID, less its proportionate share of any out-of-District conveyance losses and any evaporation losses. North Kern, at its expense, shall provide all water for recharge and banking operations under this Agreement ("NK Recharge Water") to be credited to North Kern, less its proportionate share of any out-of-District conveyance losses and any evaporation losses. North Kern will not deliver any Kern River water that accrues to the District pursuant to that certain Agreement for Use of Water Rights dated January 1, 1952, to the RRID Facilities. North Kern has no obligation to deliver any North Kern surface water supply to RRID or the Project.

(b) Use of Existing Facilities for Conveyance.

- (i) RRID will have first priority use of existing RRID canals and turnouts located within the RRID boundary to meet any irrigation demand deliveries. RRID will have a priority right to Seventy-Five Percent (75%) of any remaining conveyance capacity for use in conveying RRID Recharge water to the Spreading Basins.
- (ii) North Kern will have no priority use of existing RRID canals and turnouts located within the RRID boundary if capacity is fully utilized for irrigation deliveries. North Kern will have a priority right to Twenty-Five Percent (25%) of any conveyance capacity that remains for use in conveying NK Recharge Water to the Spreading Basins after RRID's exercise of its first priority right of use for meeting irrigation demand deliveries described above. .
- (iii) Any unused capacity will be made available to either party.

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(c) Use of Spreading Basins.

RRID shall have a priority right to Seventy-Five Percent (75%) of the recharge capacity in the Spreading Basins. North Kern shall have a priority right to Twenty-Fiver Percent (25%) of the recharge capacity in the Spreading Basins, and any unused capacity will be made available to RRID.

(d) In-Lieu Recharge.

In the event North Kern notifies RRID of its intention to deliver NK Recharge Water to the Spreading Basins, RRID shall have the right, in its sole and absolute discretion, to use such water to satisfy the irrigation demands of RRID landowners , in which case the volume of North Kern's Recharge Water utilized shall be recorded as a surface water supply stored in-ground and credited to North Kern's Groundwater Account described in Section 2.04(f) below.

(e) Recharge Credit.

Each party's Groundwater Account will be credited its respective full water delivery volume, less its proportionate share of any out-of-District conveyance losses and any evaporation losses

(f) Groundwater Account.

RRID and North Kern and shall each (i) keep an account of all water deliveries to the Spreading Basins, (ii) keep an account of any extractions of water recharged pursuant to this Agreement, and (iii) track its account balance. RRID and NK shall each have title to all water in its Groundwater Account, and each party's account balance shall remain in that party's name for all purposes, including administration of this Agreement and implementation and enforcement of the Sustainable Groundwater Management Act ("SGMA") (Water Code §§ 10720 et seq.).

ARTICLE III **MISCELLANEOUS**

3.01 Applicable Law.

The laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Agreement.

3.02 Amendment of Agreement.

This Agreement may not be modified, changed, altered, amended or otherwise revised except by a duly executed written amendment.

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3.03 Statutory Rules of Interpretation.

Any rule of interpretation that an ambiguity is to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendment hereof, and neither Civil Code section 1654, nor any similar law shall be applied to resolve any ambiguity in this Agreement.

3.04 Opinions and Determinations.

Except as may be otherwise provided in this Agreement, where any term of this Agreement provides for action to be based on the opinion, judgment, approval, consent, review, certification, or determination of a party, such term shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.

3.05 Waiver.

The waiver by any party hereto of any right with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

3.06 Term.

The term of this Agreement is 20 years from and after the Effective Date. Parties shall have the right to mutually extend the term of this Agreement for up to an additional 10 years on substantially the same terms and conditions contained in this Agreement.

Dated: September 16 , 2025

Rosedale Ranch Improvement District

David Hampton, General Manager

Dated: September 16 , 2025

North Kern Water Storage District

Kevin Andrew, President

1.0 Project Description

1.1 Project Background

Rosedale Ranch Improvement District (RRID, Rosedale Ranch, District), located in the southern portion of California's San Joaquin Valley, proposes to construct and operate an approximately 162-acre groundwater recharge facility north of Snow Road at the terminus of the R-3 Canal (**Figures 1-1 and 1-2**). The Affentranger Groundwater Recharge and Banking Project (proposed Project or Project) will provide the District with operational flexibility to utilize available surface water supplies for recharge during wet years for utilization in dry years. The facility will be connected to the District's existing conveyance system.

RRID consists of a total of 9,500 acres, with most of its area located south of 7th Standard Road. This area was originally annexed into North Kern Water Storage District (NKWSD) in 1966, but the annexation did not extend to lands within RRID any rights to NKWSD's surface water supplies. Groundwater is the principal source of water for meeting irrigation demands within RRID. Subsequently, an irrigation distribution system was built to serve all developed land. In 1980, these lands were organized as an Improvement District, with one of its purposes to contract for water supplies to be distributed to the lands within RRID for either irrigation or for groundwater recharge. The Improvement District acquired a system of a canal-based irrigation distribution system capable of serving the developed land (within the Improvement District) with supplemental surface water supplies from NKWSD when available, thereby facilitating occasional in-lieu recharge and conjunctive-use operations.

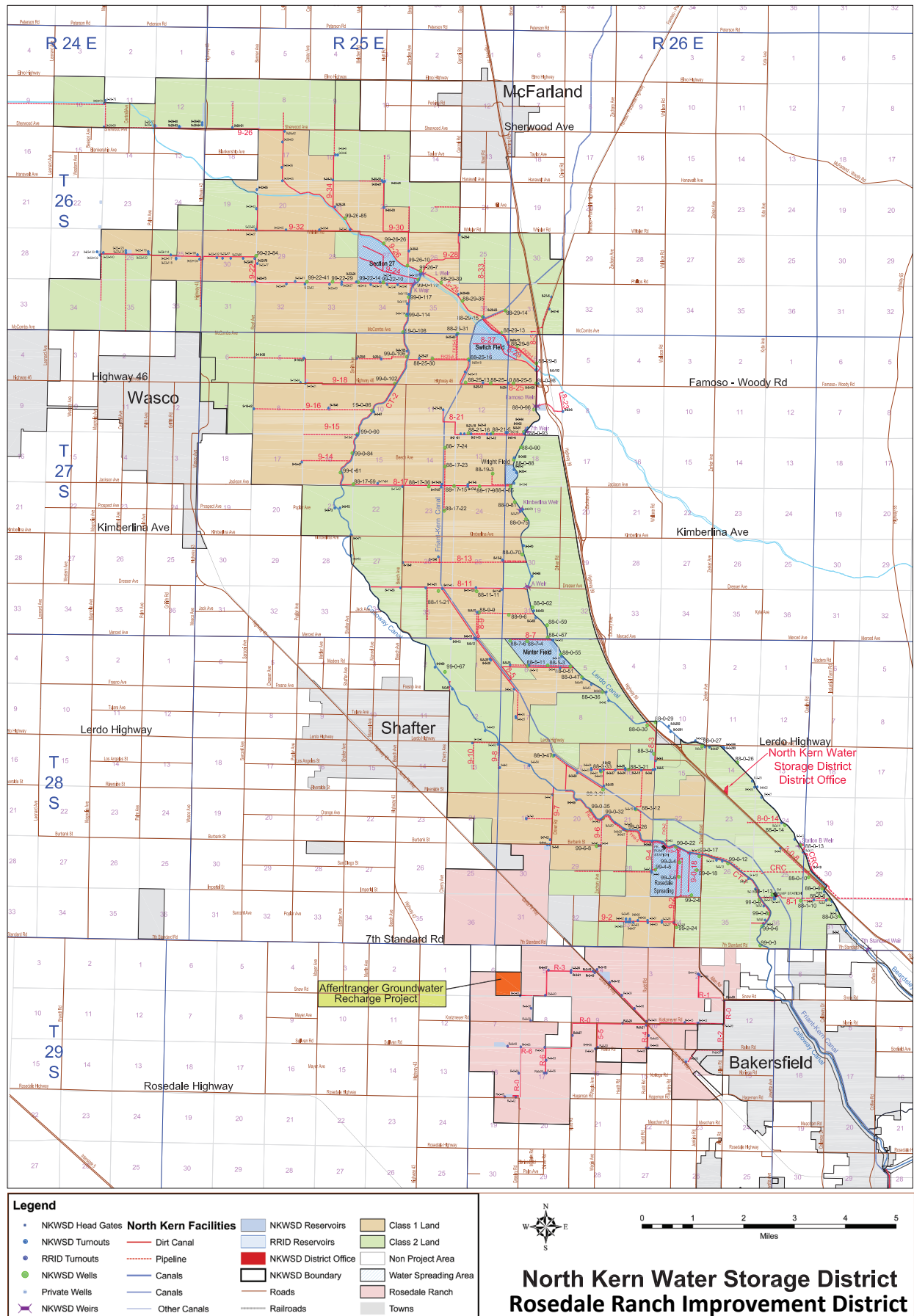
Lands currently included within the boundaries of RRID total approximately 9,500 assessable acres, most of which are developed to irrigated agriculture. Based on Department of Water Resources surveys, total irrigated acreage in RRID is approximately 7,600 acres in 2014, with a little more than 5,000 acres in permanent crops (mostly nuts). Based on the District's 2014 land use survey, cropped acreage was distributed among the following six general crop categories: 69 percent deciduous, 1 percent field, 4 percent grain, 16 percent truck crops (i.e., crops that are grown on small plots of land and sold directly to consumers), and 10 percent vineyard.

Irrigated agriculture in the Rosedale Ranch area relies on pumped groundwater, which has been supplemented from time to time with surface water including the Kern River, flood water conveyed from the Friant-Kern Canal (FKC), or other imported water. The District's average historical groundwater use is 20,700 acre-feet (AF) and the net use considering the importation of surface supplies is 15,400 AF.

1.2 Project Objectives

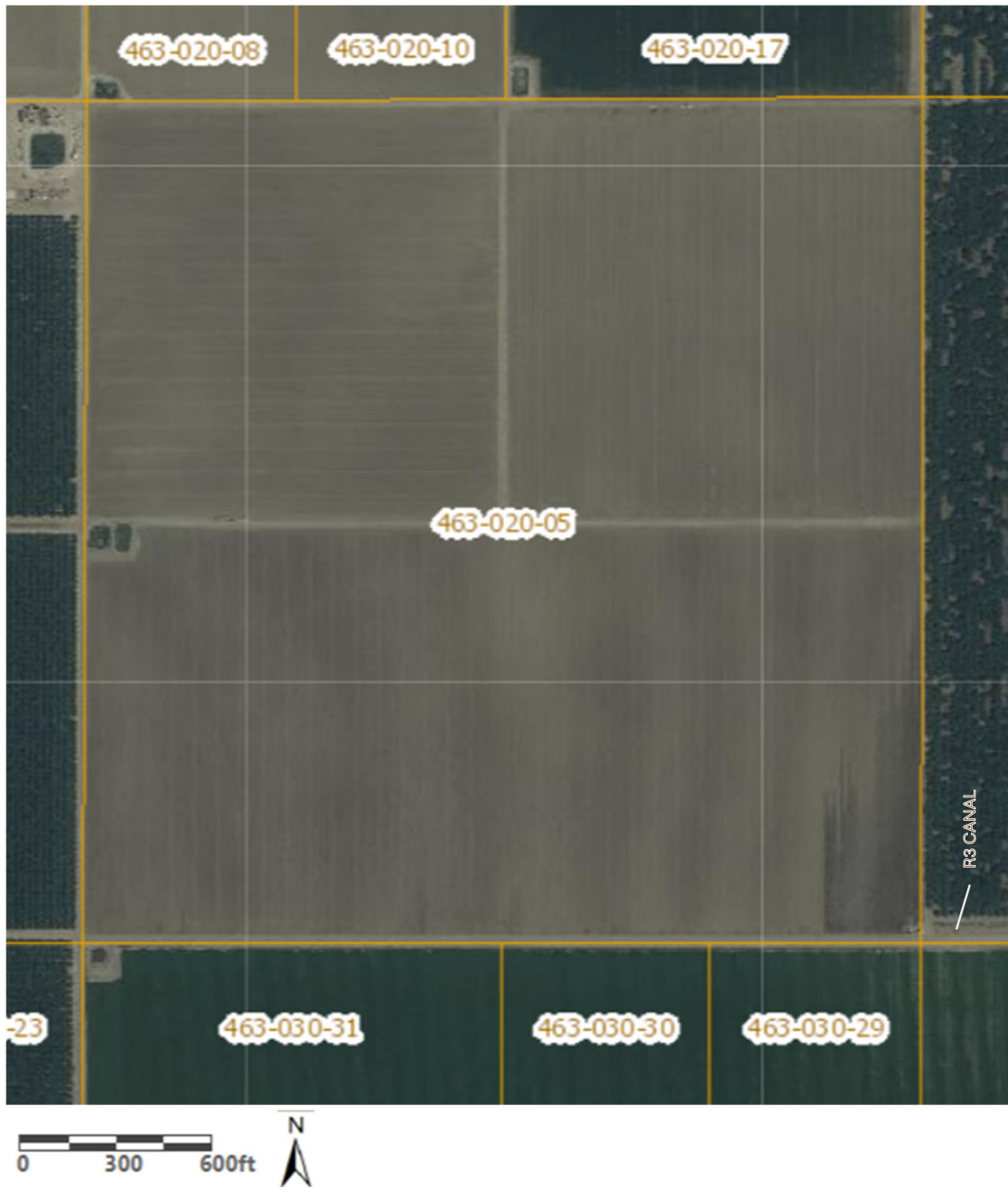
The Project's objective is to increase conjunctive management in north-central Kern County by expanding the area's ability to accept surface water for groundwater recharge during periods when surface water is available. The Project would benefit groundwater users by improving groundwater management and quality. Water supply and energy savings would result from a general increase in groundwater elevations in the project area. The Project would be operated to provide a long-term benefit to the basin and aid in regional compliance with the Sustainable Groundwater Management Act (SGMA).

Figure 1-1 Rosedale Ranch Improvement District and Proposed Project Location



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Figure 1-2 Project Area



1.3 Project Construction

1.3.1 Construction Methodology

The District will acquire one parcel (Assessor Parcel Numbers 463-020-05), approximately 163 acres, because this location was identified as a favorable location for groundwater recharge activities in wet periods for later recovery during drought. The site selection is based on a parcel assessment examined in a 2020 Recharge Feasibility Study. The parcel was identified as a favorable location for groundwater recharge activities due to high infiltration soil rates and close proximity to the District's existing conveyance system.

The total Project area, including the construction footprint and equipment staging, will occur within the 163-acre site. The proposed groundwater recharge basin will consist of multiple ponds with earthen berms to direct the flow of water onto the site and facilitate even spreading. Interior ditches and channels will also be used to provide energy dissipation throughout the interior of the recharge basin. Earthen exterior levees will be constructed around the perimeter of the site. Earthwork will be designed so that the cut and fill quantities are balanced to minimize the importation of material and reduce the amount of soil stockpiled.

The ponds will be excavated to a depth of up to 5 feet below ground surface elevation and the earthen berms constructed to a height of up to 4 feet above original ground elevation. The exterior levees will be constructed to approximately 20 feet wide and 0.5 to 4 feet above natural grade, with interior slopes of 5:1 and outside slopes of 2:1. By using a balanced cut-and-fill approach, the District will not need to export soils. The total area of excavation is approximately 93.5 acre and volume of excavation is approximately 754,235 cubic yards. The District will not be required to import material. A fence surrounding the recharge ponds may be installed to protect the site from vandalism.

1.3.2 Construction Schedule and Staging Areas

The Project is expected to be constructed between February 2026 and November 2026, with the exact construction start date dependent on available District and grant funding and also the District's operations and growers that are affected by the construction. Construction activities will require approximately 110 workdays. Project construction activities will occur between 7 AM and 5 PM, Monday through Friday, with no work scheduled on weekends or holidays. Equipment maintenance activities will be performed during normal working hours. All staging will occur within the 163-acre site.

1.3.3 Construction Equipment and Workers

Construction vehicles are anticipated to include excavators, a loader, a backhoe, three to four scrapers, a soil compactor tractor with sheepsfoot roller, one to two water trucks, a motor grader, a dozer, and material haul trucks. The Project will require approximately 6 workers for construction of the ditches/channel and approximately 8 workers for construction of the ponds and berms/levees.

1.4 Project Operation and Maintenance Activities

Maximum recharge estimates, based on a full-year operation schedule, would average 5,300 acre feet per year (AFY)¹. In dry years, recharge will be less, or potentially zero. Water from existing sources (i.e., FKC, Kern River and State Water Project [SWP] flood flows) would be delivered to the recharge ponds via existing conveyances. Project operations would be limited to recharge only. No recovery of recharged groundwater will take place onsite. The Project will operate by the “golden rule” – the Project will not create conditions that are worse than conditions in the absence of the Project. The timing of recharge will be dependent on the availability of water supplies.

1.5 Regulatory Requirements, Permits, and Approval

As the lead agency under CEQA, the District has the principal responsibility for approving and carrying out the proposed Project and for ensuring that CEQA requirements and all other applicable regulations are met. Other agencies that may have permitting approval or review authority over portions of the proposed Project are listed below:

- **Central Valley Regional Water Quality Control Board (CVRWQCB), Construction Activities General Permit.** Required for any Project that disturbs more than 1 acre of soil. The proposed Project would temporarily disturb 110 acres of land in Kern County. Under this permit, the District would need to develop a Stormwater Pollution Prevention Plan (SWPPP) and submit a Notice of Intent.
- **San Joaquin Valley Air Pollution Control Board (SJVAPCD), Dust Control Prevention Plan.** Required for any Project that disturbs more than 1 acre of soil

¹ The total Project yield to the District is estimated to be 3,564 AFY of water recharged (110 acres * 90% effective acreage * 0.5 ft/day * 30 days/month * 6 months of recharge * 4/10 years frequency of wet years).

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8A1



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

September 11, 2025

TO: GROUNDWATER COMMITTEE Directors
Holtermann and Mitchell, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: GSP and September 17, 2025 Hearing Update

INFORMATIONAL ONLY

The Kern County Groundwater Subbasin submitted the final adopted 2025 Groundwater Sustainability Plans (GSPs) to the State Water Resources Control Board (State Board) on September 1, 2025. On September 5, 2025 the State Board Staff released the Kern County Subbasin Staff Review of the 2025 Draft GSPs (Staff Report). They are available at:

<https://kerngsp.com/gsp-documents/>

https://www.waterboards.ca.gov/sgma/groundwater_basins/kern-county-subbasin.html

The Staff Report notes the GSAs have adequately addressed most of the previously noted deficiencies and recommends that the State Water Board return the Kern County Subbasin to DWR's oversight if the GSAs resolve three of the remaining issues which are generally: (1) provide an adequate mitigation program for drinking water wells impacted by groundwater management activities that cause concentrations to exceed the water quality minimum thresholds; (2) provide an adequate mitigation program for state small water system wells; and (3) eliminating the Kern Non-Districted Land Authority GSA Joint Exercise of Powers Agreement May 2026 sunset provision.

After subsequent meetings with State Board Members and Staff, the Kern Subbasin believes the remaining three issues have been addressed in the final adopted plans. As of September 11th, the draft resolution for consideration at the September 17, 2025, Kern County Subbasin Probationary Hearing Continuance has not been provided and is expected to be released just prior to the hearing.

The hearing is scheduled to start at 9:00 am and can be viewed online at:

<https://video.calepa.ca.gov/#/>

The Kern Subbasin has requested a panel at the hearing and is prepared to provide a presentation to describe the recent updates to the plans. Additionally, other Kern Subbasin GSAs or groups have requested a panel but could elect to forgo their presentation if the hearing is proceeding in a favorable manner. Unless there are any significant unforeseen comments or actions by the State Board Staff or Members at the hearing, the Kern Subbasin expects the State Board to return the Subbasin to DWR's oversight.

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

September 11, 2025

TO: GROUNDWATER COMMITTEE
Directors Holtermann and Mitchell, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Amendment to Kern Subbasin Cost Share Agreement, Technical Working Group
Scopes of Work.

RECOMMENDED MOTION:

“Approve Amendment No. 3 to the Kern Subbasin Cost Share Agreement to cover cost overruns and additional scopes of work to support the Kern Subbasin GSP through the September 17, 2025 Hearing.”

DISCUSSION:

The Kern Subbasin Technical Working Group (TWG) continued to support and develop Kern GSPs at the direction of the Kern Subbasin GSAs in order to address the remaining issues noted by the State Water Resources Control Board (State Board). This included the efforts of the Attorney Working Group (AWG), the Kern Subbasin Coordination Group, and GSA managers.

The effort to amend and adopt the 2025 GSPs was enormous and generated costs overruns due to directed work that was outside of existing scopes and continued support up to the hearing. Attached is Amendment No. 3 to the Kern Subbasin Cost Share Agreement to cover those cost overruns and additional scopes of work. The total amount for the amendment is \$275,000 and each of the 22 participants will pay their equal share of \$12,500. The proposed amendment is attached along with the supporting scopes of work from each of the consultants.

Staff recommends approving Amendment No. 3 to the Kern Subbasin Cost Share Agreement and scopes of work and North Kern’s cost share of up to \$12,500.

Attachments:

Amendment No. 3 to the Kern Subbasin Cost Share Agreement

**AMENDMENT NO. 3 TO KERN SUBBASIN COST SHARING AGREEMENT
FOR REVISING GROUNDWATER SUSTAINABILITY PLANS**

This Amendment number 3 to the Cost Sharing Agreement ("Agreement") is entered into on _____ by and among the following Groundwater Sustainability Agencies ("GSAs") and Management Areas located within the Kern Subbasin, each a "Party" and collectively referred to as the "Parties":

South of Kern River GSA Group

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

Kern River GSA

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

North Central Kern GSA Group

7. Southern San Joaquin Municipal Utility District GSA
8. Shafter-Wasco Irrigation District GSA
9. Shafter-Wasco 7th Standard Annex
10. North Kern Water Storage District GSA
11. Cawelo Water District GSA
12. Semitropic Water Storage District GSA
13. West Kern Water District GSA
14. KCWA - Pioneer GSA
15. Kern Water Bank Authority
16. Kern-Tulare Water District GSA
17. Eastside Management Area
18. Westside District Water Authority GSA
19. Rosedale-Rio Bravo Water Storage District GSA
20. Henry Miller Water District GSA
21. Olcese Water District GSA
22. Buena Vista GSA

RECITALS:

WHEREAS, on December 15, 2023, the Parties collectively entered into the KERN SUBBASIN COST SHARING AGREEMENT FOR REVISING GROUNDWATER SUSTAINABILITY PLANS ("Agreement") for a total cost of \$1,300,000 to pay the cost of consultant services to revise the Basin GSP(s).

WHEREAS, the Kern Subbasin submitted a draft Amended GSP (2024 Plan) to the State Water Resources Control Board (Board) SGMA office on May 28, 2024, and despite extensive communication regarding the revised Plan, Board staff issued a draft report with a recommendation for the Kern Subbasin's probationary hearing in February 2025.

WHEREAS, with the \$1,300,000 being utilized on the work to date, an additional \$642,000 is necessary for the TWG to continue work on finalizing the 2024 Plan, meeting with SWRCB Staff, and preparing for and participating in the probationary hearing as shown in more detail on the attached Scope of Work and Budget for Addressing SWRCB Comments in the Amended GSP.

WHEREAS, the additional \$642,000 was spent preparing the final 2024 Plan, meeting with SWRCB staff, and participating in the probationary hearing, which all resulted in the probationary hearing being continued to September 17, 2025.

WHEREAS, an additional \$1,294,824.90 was approved for the TWG consultants to continue meeting with SWRCB staff and make further changes to the Basin GSP(s) in order for the subbasin to amend the Basin GSP(s) prior to the September 17, 2025, hearing.

WHEREAS, an additional \$275,000.00 is necessary for the TWG consultants and the Basin Plan Manager to finalize the GSP and participate in the September 17, 2025, hearing as set forth in the scopes of work attached hereto as Exhibits “E – M”.

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

AGREEMENT TERMS:

1. Paragraph 1. Cost Sharing is amended to add an additional sentence as shown in red below:

1. Cost Sharing: The Parties agree to collectively share the total cost of \$1,300,000 for the revision of the GSPs, with each Party contributing an equal 1/22 share of the total cost. The Parties will contribute their share of the total cost over three cash calls to occur as follows: December 1, 2023 – 50% of total cost, January 15, 2024 – 30% of total cost, and March 1, 2024 – 20% of total cost. A Party must timely complete its cost-share contribution before it is entitled to joint ownership of work product under paragraph 7. The Parties further agree to collectively share in the additional cost of \$642,000, with each Party contributing an equal 1/22 share of the total by December 1, 2024. The Parties agree to collectively share in the additional cost of \$1,294,824.90 as shown in the attached Exhibits “A - D”, with each Party contributing an equal 1/22 share of the total within 30 days of receiving a cash call invoice from Buena Vista Water Storage District. **The Parties further agree to collectively share in additional costs required for completion of the scopes of work associated with Amendment No 2 and the scopes shown in the attached Exhibits “E-M” totaling \$275,000.00, with each Party contributing an equal 1/22 share of the total within 30 days of receiving a cash call invoice from Buena Vista Water Storage District.**

2. Except as amended herein, all provisions of the Agreement remain in full force and effect.

EXECUTION:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment number 2 to the Agreement as of the date first above written.

Arvin GSA

Derek Yurosek, Director

Wheeler-Ridge Maricopa GSA

Dennis Atkinson, President

Tejon-Castac Water District GSA

Angelica Martin, Board Secretary

Kern Delta Water District

Rodney Palla, Board Chair

City of Bakersfield

Bob Smith, City Councilmember

KCWA Improvement District No. 4

Wesley Shryock, ID4 Manager

Southern San Joaquin Municipal Utility District

Roland Gross, General Manager

Shafter-Wasco Irrigation District GSA

Randy Bloemhof, Board Member

Shafter-Wasco 7th Standard Annex

Randy Bloemhof, Board Member

North Kern Water Storage District GSA

Kevin Andrew, Board President

Cawelo Water District GSA

David Halopoff, Assistant General Manager

Semitropic Water Storage District GSA

Dan Waterhouse, Board President

West Kern Water District GSA

Greg A. Hammett, General Manager

KCWA - Pioneer GSA

Lauren Bauer, Water Resources Manager

Kern Water Bank Authority

Joseph Butkiewicz, General Manager

Kern-Tulare Water District GSA

Skye Grass, General Manager

Eastside Water Management Area

Chad Hathaway, President

Westside District Water Authority GSA

Mark Gilkey, Executive Director

Rosedale-Rio Bravo Water Storage District GSA

Dan Bartel, Engineer-Manager

Henry Miller Water District GSA

Jeof Wyrick, President, Chairman

Olcese Water District GSA

James L. Nickel, President

Buena Vista GSA

Terry Chicca

Tim Ashlock, Engineer-Manager



245 Fischer Avenue, Suite D-2
Costa Mesa, CA 92626
Tel. +1.714.770.8040
Web: www.aquilologic.com

August 8, 2025

Kristin Pittack
Kern Subbasin SGMA Point of Contact

sent via email to:
kpittack@rinconconsultants.com

Re: Estimated Budget - Subbasin SGMA Technical Consulting Support

Dear Kristin:

Per your request, Aquilologic, Inc. (**aquilologic**) is submitting this proposed scope of work and cost estimate to provide SGMA technical consulting support to the Kern Subbasin. The period of support covered by this expedited support submittal is August 8, 2025, through September 30, 2025. To date, our work has focused on the deficiencies identified in the Department of Water Resources (DWR) Inadequate Determination letter of March 2023, the 2024 SWRCB Draft Staff Report and the January 16, 2025, SWRCB Staff correspondence, with special emphasis on the causes and rates of Subbasin land subsidence and the differentiation of GSA-related versus non-GSA causes of subsidence.

Background

The Department of Water Resources (DWR) determined that the 2020 and 2022 Groundwater Sustainability Plans (GSPs) submitted by the Groundwater Sustainability Agencies (GSAs) in the Subbasin were "inadequate". As such, the Subbasin was referred to the State Water Resources Control Board (SWRCB) for oversight and potential probation. A completely revised 2024 GSP was submitted by the Subbasin to SWRCB staff for review in January 2024. In late 2024 SWRCB SGMA staff recommended the Subbasin be placed on probation and set a SWRCB Board Hearing to consider the recommendation for February 20, 2025.

SGMA staff made their recommendation for probation based primarily on a review of the 2022 GSP and only a partial review of the Final 2024 GSP. In preparation for the February probationary hearing SWRCB SGMA staff issued two resolutions for consideration by the SWRCB Board. One resolution recommended probation along with all of the prescribed sanctions that status would entail such as continued oversight by the SWRCB, metered well pumping and groundwater pumping fees, among others. The other resolution recommended a short continuance of the regulatory process to allow SWRCB SGMA staff to complete a full review of the 2024 Final GSP (and associated Blue Page GSPs) and for the Subbasin to reconcile the few remaining technical issues identified in the SWRCB 2024 Staff report and subsequent January 16, 2025, correspondence. Because of the documented progress the Subbasin had made in addressing many of the DWR identified deficiencies in the 2024 GSP, the SWRCB Board granted the Subbasin a continuance until September 17, 2025, to rectify remaining concerns

identified by DWR and SWRCB staff. Since that time, the Subbasin GSAs have worked in close cooperation to address all deficiencies identified by DWR, SWRCB staff and the California Aqueduct Subsidence Project (CASP) in a coordinated and technically defensible manner pursuant to the Sustainable Groundwater Management Act (SGMA). The Subbasin also engaged in multiple technical meetings with SWRCB staff to prepare a new comprehensive Subbasin GSP (2025 Plan) and ensure it has addressed agency comments.

To help achieve the twin objectives of sustainability and SGMA compliance, the Subbasin Coordination Committee formed an advisory technical working group (TWG). The TWG is comprised of current GSA technical consultants. Our understanding for the purpose of this scope of work and cost estimate is to assist the Subbasin in successfully addressing the remaining identified SWRCB items (e.g., subsidence monitoring standard operating procedures (SOPs) etc.,) and technical support in relation to the scheduled probationary hearing on September 17, 2025.

This **aquilogic** scope of work, which is focused primarily on remaining subsidence-related items consists of the three tasks briefly described below:

Task 1: Subbasin Technical Support

Aquilogic will, in collaboration with the Subbasin, meet with the SWRCB, and relevant agencies (e.g., CASP, DWR, FWA etc.) to address subsidence-related concerns and assist in the preparation of technical responses to any potentially unresolved items pertaining to subsidence identified in the anticipated September 2025 SWRCB Staff Report and/or raised at the September 17, 2025, SWRCB Board Hearing by other agencies or stakeholders. In addition, **aquilogic** will review and provide technical comments on the recent DWR subsidence best management practices (BMPs) and assist in the drafting of necessary subsidence monitoring standard operating procedures (SOPs) in consultation with the TWG subsidence subcommittee.

Task 2: General SGMA and Other Support

This task includes participation in various internal progress and strategy meetings (i.e., TWG, Managers, Coordination Committee) prior to the SWRCB September hearing. This task would also include subsidence-related technical meetings and interactions with CASP/DWR related to queries related to the Draft CASP/DWR subsidence BMPs for the California Aqueduct.

Task 3: September Hearing Support

Aquilogic will attend the SWRCB hearing to address potential technical subsidence questions that may be raised by SWRCB Board members or other hearing comments and provide input and material support in preparing the necessary technical materials for the SWRCB hearing.

Estimated Budget

The following is the proposed estimated budget for the period August 8, 2025, through September 30, 2025, for Tasks 1 through 3 described above:

#	Task	Estimated 2025 Budget
1	Subbasin Technical Support	\$7,500
2	General SGMA and Support	\$3,700
3	September Hearing Support	\$3,400
TOTAL		\$14,600

Closing

All work will be billed on a time and materials basis up to a total amount above according to the attached preferred client fee schedule. Should a supplemental budget be required to complete the entire scope, a change order will be provided for your approval. No such supplemental or additional work will be performed without prior authorization. Should you request that additional or supplemental work be performed, we will invoice you (Subbasin) for this work on a time and materials basis. We look forward to continuing our support to the Kern Subbasin. Should you have any questions, please do not hesitate to contact me at +1.714.770.8040 ext.133 or tom.watson@aquilogic.com.

Sincerely,
aquilogic, Inc.

A handwritten signature in blue ink, appearing to read "T. Watson", with a horizontal line drawn above the first part of the signature.

Thomas Watson, PG
Sr. Principal Geologist

cc: Morgan Campbell, WDWA

Encl.: 2025 Preferred Fee Schedule

2025 SCHEDULE OF FEES: CONSULTING SERVICES FOR PREFERRED CLIENTS

1. Professional Services

Professional Services performed by personnel of **aquilogic** (including full-time, part-time, and contract staff) for hours spent on project activity, including office, field, and travel time, will be charged as follows (in U.S. Dollars):

Professional Personnel	Rate	Professional Personnel	Rate
Principal-in-Charge	\$440	Project Consultant	\$230
Senior Principal Consultant	\$380	Staff Consultant	\$170
Principal Consultant	\$355	Project Accountant (CPA)	\$230
Project Manager/ Senior Consultant	\$290	Intern or Technician	\$95

Unless otherwise agreed to in writing, time will be billed in half hour increments. All overtime (hourly or non-exempt support staff) will be billed at 1.25 times the above rates. Night, weekend, and holiday work requested by the client (all staff) will be billed at 1.25 times the above rates. Specialist services (e.g., consulting boards, advisory panels or similar specialist consultation, trial preparation) will be billed at 1.5 times the above rates (with a four-hour minimum). Deposition and trial testimony will be billed at \$880 per hour (with a four-hour minimum).

This fee schedule is effective for the calendar year indicated at the top of this page. **Aquilogic** will issue a new fee schedule in December of each year that will apply for services performed in the subsequent year unless a new separate, client-specific fee schedule is negotiated for any subsequent year.

2. Subsistence and Expenses

Living and travel expenses incurred by personnel of **aquilogic** associated with a project will be charged at cost plus twelve percent (12%). A fixed per diem can be negotiated for specific projects. All airline travel exceeding four hours airport gate to gate (on the most direct route) will be in business class.

3. Materials, Subcontracts, and Equipment Rental

Direct material, equipment, outside services, and other expenses contracted or incurred by **aquilogic** on behalf of a project will be charged at cost plus twelve percent (12%), excluding contract staff. These disbursements include but are not limited to: Field equipment (e.g., field vehicles, testing equipment); subcontractor services (e.g., laboratory analyses); materials and supplies (e.g., sampling supplies); and other expenses (e.g., work permits, bonds). Postage, non-overnight shipping, telephone (office and cellular), office computing, facsimile, photocopying (excluding color), and miscellaneous office supplies are now included in the hourly rate.

4. Billings

Statements normally will be issued monthly, or at the completion of the project, and are payable upon receipt, unless otherwise agreed in writing by **aquilogic**. Interest, at the rate of one percent (1%) per month, not to exceed the maximum rate allowed by law, will be payable on any amounts not paid within thirty (30) days; payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Unless otherwise specified in other contract documents or project proposal, all work on a project will cease should any invoice remain unpaid 60 days after the invoice has been submitted to the client. Work will not recommence until the account has been made current; that is, all outstanding invoices (including accrued interest) have been paid.

For projects where **aquilogic** experts are offering testimony at deposition, trial, and/or part of an administrative hearing, all outstanding invoices must be paid prior to such testimony.

5. Indemnity

aquilogic shall indemnify, defend, and hold Client harmless from and against all claims, liabilities, suits, loss, cost, expense and damages for injury to or death of persons or damage to or destruction of property arising in

connection with and to the extent of Consultant's negligence in the performance of the Services under this Agreement.

6. Warranty

aquilogic warrants that the Services shall be performed in accordance with the standards customarily provided by an experienced and competent professional engineering organization performing the same or similar Services. Consultant shall re-perform at its own expense any of said Services which were not performed in accordance with this standard, provided that Consultant is notified in writing of the nonconformity within twelve (12) months after the performance of the deficient Services, and provided further that the cost to Consultant of such remedial Services shall not exceed the amount paid to Consultant under this Agreement. The foregoing are Consultant's entire responsibilities and Client's exclusive remedies for Services performed or to be performed hereunder, and no other warranties, guarantees, liabilities or obligations are to be implied.

7. Consequential Damages

In no event shall **aquilogic** or its sub-consultants/sub-contractors or vendors of any tier be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages such as but not limited to loss of product, loss of use, non-operation, or increased costs of operation of equipment or systems, loss of anticipated profits or revenue, costs of capital, or cost of purchased or replacement equipment or systems.

8. Limitation of Liability

In no event shall the total aggregate liability of **aquilogic** exceed the amount paid by Client for the Services performed.

9. Disputes

Any disputes between the Parties which arise out of this Agreement which cannot be settled amicably by the Parties shall be submitted to and settled under the arbitration rules of the American Arbitration Association with proceedings in Los Angeles, California. Such disputes shall be governed in accordance with the laws of the state of California, U.S.A.

10. Confidentiality

aquilogic and the Client agree to keep confidential all Information supplied by others and not to utilize, either directly or indirectly, any information for any purpose other than related to Services being performed, or to disclose it to anyone, including partners and affiliated companies, except on a "need to know" basis, without prior written consent from the party providing said confidential information. If required, **aquilogic** and the Client shall execute a non-disclosure or confidentiality agreement (NDA) that further defines the provision, use and disclosure of confidential information.

11. Termination

Client may at any time, by fifteen (15) days written notice to **aquilogic**, terminate all or any part of the unperformed Services under this Agreement. In such event, **aquilogic** shall be compensated for Services performed to the effective date of termination, plus the reasonable costs of demobilization and settlement of subcontracts, purchase orders, and other commitments incurred by **aquilogic** for performance of the Services.

12. Entire Agreement

In the absence of any other executed agreement, this schedule of fees and accompanying proposal constitute the entire agreement between the Client and **aquilogic** for the Services to be performed. No modification shall be effective unless it is in writing and executed by both Parties. This Agreement supersedes any and all other agreements between the Parties, whether written or oral, with respect to the subject matter hereof.

12 August 2025

Kristin Pittack
Kern Subbasin Plan Manager
via email: kpittack@rinconconsultants.com

Subject: EKI Task Order for Kern County Subbasin Coordinated Groundwater Sustainability Plan (GSP) Amendment Support
Kern County Subbasin, Kern County
(EKI C20055.12)

Dear Ms. Pittack:

The Kern County Subbasin Coordination Committee has requested that EKI Environment and Water, Inc. (EKI) prepare a Scope of Work and budget to support ongoing coordination with State Water Resources Control Board (SWRCB) staff on the 2025 Amended Kern County Subbasin Groundwater Sustainability Plan (2025 Plan). The SWRCB is scheduled to hold a continued probationary hearing for the Kern County Subbasin on 17 September 2025.

Through the 2025 Plan amendment process, at the request of the Subbasin GSAs, EKI has been a liaison between GSAs and SWRCB staff. EKI proposes the following scope of work to provide support with ongoing open communications with SWRCB staff as they finalize review the 2025 Plan and to prepare for the upcoming probationary hearing.

SCOPE OF WORK

Task 1 – Coordination with SWRCB Staff

Task 1 involves attendance at meetings with SWRCB staff. EKI has assumed attendance by two EKI staff members at up to three SWRCB technical meetings, and that meetings will be one hour in length and will be held virtually. Additionally, EKI has assumed ongoing attendance by one EKI staff member at up to a total of seven weekly 30-minute preparation and 30-minute policy level calls. EKI will support the development of as-needed presentation materials, including PowerPoint presentations, and transmit materials to SWRCB staff, as agreed upon by the TWG and SWRCB staff.

Deliverables:

- SWRCB staff meeting presentation(s) and/or additional transmittal material(s), as relevant to SWRCB staff questions

Task 2 – Probationary Hearing Support

Task 2 includes preparation of materials and attendance at the 17 September 2025 SWRCB public hearing. EKI has assumed the hearing presentation will be a collaborative work effort with contributions by various Technical Working Group (TWG) leads on their areas of expertise. Additionally, EKI has assumed in-person attendance by up to two EKI staff members and that the hearing will be up to six hours in length.

Deliverables:

- Hearing presentation slide(s)

Task 3 – As-Needed Support

Task 3 includes anticipated technical support services outside of those identified in Task 1 and Task 2, a subset of which the Kern County Subbasin Coordination Committee may request that EKI provide pursuant to this task order. While the scope and level of effort for this task is difficult to quantify, anticipated efforts could include drafting and/or review of a public comment letter related to California Department of Water Resources (DWR) draft Land Subsidence Best Management Practices (BMPs) due 22 September 2025, drafting and/or review of a public comment letter on the Final Staff Report anticipated to be released on 5 September 2025 with comments due 11 September 2025, and participation in additional meetings and conference calls not outlined in Tasks 1 and 2.

Services under Task 3 will be performed on an as-needed and as-requested basis, and will be charged on a time and materials basis.

BUDGET

The estimated budget for this Scope of Work is \$19,200 (see also Table 1). EKI's staff members who will lead this project include Anona Dutton, P.G., C.Hg. (Officer) and Christina Lucero, P.G. (Senior II); grades in parentheses are for purposes of billing. Other EKI staff members will be assigned to assist with the performance of the tasks as required to meet project commitments.

Table 1. Estimated Budget

TASK	Cost Estimate
Task 1 – Coordination with SWRCB Staff	\$5,000
Task 2 – Probationary Hearing Support	\$9,200
Task 3 – As-Needed Support	\$5,000
TOTAL:	\$19,200

SCHEDULE

Upon authorization to proceed, EKI is prepared to start work on the above Scope of Work immediately. This Scope of Work will cover work efforts conducted from 1 August 2025 through 30 September 2025.

We are happy to discuss the proposed approach and anticipated level of effort for these tasks in more detail with you and look forward to working with you on this important project.

Kristin Pittack
Kern Subbasin Plan Manager
12 August 2025
Page 3 of 3



Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in dark ink, appearing to read 'Anona L. Dutton', followed by a long horizontal flourish.

Anona L. Dutton, P.G., C.Hg.
Vice President / Principal-In-Charge

August 18, 2025

Kristin Pittack
Kern Subbasin Point of Contact
via email: kernsubbasinpoc@rinconconsultants.com

Re: GEI Scope of Work to Support the Kern County Subbasin

Dear Ms. Pittack:

This Scope of Work and the cost estimate for GEI Consultants is to continue providing support to the Kern County Subbasin (Subbasin) with ongoing TWG water quality lead work, engagement with State Water Board (SWB) staff through the continued probationary hearing period, and participation at the hearing. This scope of work covers GSP related work and engagement with SWB staff from August 1 through September 30, 2025, and ongoing coordination for the Subbasin well inventory from August 1 through December 31, 2025. Outlined tasks and fees associated with this proposed Scope of Work are described below as two separate tasks.

TASK 1. WELL INVENTORY

GSP analyses were based on the Subbasin's February 2025 well inventory, which reconciled approximately 65% of the records and confirmed accurate construction data, and approximately 45% of the wells are accurately located with coordinates associated with the parcel. GEI proposes to continue this effort of supporting GSAs with reconciling records, gathering additional data, and managing the dataset to maintain accuracy and consistency. After the February 2025 version, public supply (DDW regulated) and state-small well information was incorporated into the Subbasin well inventory to aid GSAs in identifying all records within their jurisdictional boundaries. Recommended tasks to continue providing support with reconciling the Well Inventory include:

- Continue updating records, working with GSAs to refine their data, and compiling GSA datasets as they are completed.
- Collect data from Kern County Environmental Health Services to identify parcels served by non-public water systems; property information redacted from public versions of the WCRs that don't provide adequate location details to assign records to the correct parcel; and collect water system service area data to identify parcels supplied by a public water system.

- Conduct GIS analysis of parcels supplied by public water systems to identify potentially destroyed and abandoned wells and identify parcels with no water supply to fill data gaps in the well inventory.
- Continue updating the datasets through August 2025 to have a complete and comprehensive dataset to support the Subbasin's well registration program.

TASK 2. Water Quality Lead and SWB Continuation Hearing

As the Water Quality Subcommittee lead, Stephanie Hearn will continue supporting the Subbasin with questions regarding water quality characterization, baseline conditions, and how this work impacts the implementation plan provisions. Time is also allocated for weekly meetings and SWB Hearing preparation and participation. Based on our current understanding of SWB staff concerns, the following tasks are anticipated:

- Bi-weekly technical meetings, approximately 1 hour each.
- Time to prepare materials and address edits and feedback.
- Review and draft a response to the 2025 Plan Staff Report
- Participate/present at SWB Hearing.

Budget

The proposed budget effort for all tasks and deliverables is \$48,800; this estimated budget covers work performed from August 1 through December 31, 2025 (SWB Hearing through September 30, and well inventory through December 31). Billing for all work completed under this proposal will be in accordance with the terms of the Professional Services Agreement between GEI and Buena Vista Water Storage District, with labor billed at 3.05 times the labor rate. Invoices are prepared on a time-and-materials basis and submitted within one month of performing the work. The Subbasin will only be billed for the actual hours worked. Monthly progress reports will be provided with each invoice to support budget tracking and if any out-of-scope work is performed.

Table 1. Budget Estimate

Task	Hours	Budget
1. Well Inventory	100	\$23,640
2. Water Lead and SWB Continuation Hearing	68	\$25,160
Total Budget Estimate		\$48,800

Closing

If this proposal is acceptable, please have an authorized representative sign indicating your acceptance of this Task Order. We look forward to continuing to work with the Kern

Subbasin. If you have any questions or require additional information, please contact Stephanie Hearn at 661.716.3026 or shearn@geiconsultants.com.

Sincerely,



Stephanie Hearn

Branch Manager, Permitting and Compliance



David Miller

Principal Consultant



August 19, 2024

Kern Subbasin GSP Mangers' Committee
c/o: David Hampton
General Manger
North Kern Water Storage District

RE: Kern Subbasin SWRCB Hearing Preparation and Attendance – September 2025

Dear Mangers' Committee,

This scope and fee provides support to prepare for and attend the upcoming State Water Resources Control Board (SWRCB) Hearing Continuation for the collective Kern Subbasin (Subbasin) Groundwater Sustainability Agencies (GSAs) to be held on September 17, 2025. The scope and budget outlined below covers the period from **August 1 to September 17, 2025**.

Scope of Work

The scope of work includes the following tasks:

Task 1A TWG and SWRCB Coordination

INTERA's Abhishek Singh will communicate and coordinate with TWG and SWRCB Staff members on any on-going comments/questions on the Kern Subbasin Plan. Dr. Singh will also attend Managers/Policy meetings as well as any additional internal meetings to discuss and coordinate responses to comments/questions raised by Staff. Dr. Singh will also provide technical input for Stakeholder Outreach/Engagement activities. Dr. Singh will also review any work done by TWG and formulate/communicate these to SWRCB Staff appropriately.

Meetings:

- Weekly Preparatory and SWRCB Policy meetings (8 meetings x 1 hour per meeting)
- Manager and Policy Meetings related to SWRCB Questions/Comments (4 meetings x 2 hour per meeting)
- Additional Internal Meetings to discuss Strategy/Approach to SWRCB Comments/Questions (Assume 8 meetings x 1 hour per meeting)

Task 1B Hearing Preparation

INTERA's Abhishek Singh will lead development of the technical aspects of the hearing presentation, including PowerPoint slides preparation, review and coordination with Technical Advisory Committee (TAC) leads. Abhi will be supported by two INTERA staff including Kait Palys and Trey Driscoll on these efforts.

Meetings:

- TWG Leads Coordination Meetings on SWRCB Hearing Presentation (4 meetings x 1 hour per meeting)
- Manager and Policy Meetings related to SWRCB Hearing Presentation (4 meetings x 2 hour per meeting)
- Internal Team Coordination Meeting on SWRCB Hearing Presentation (4 meetings x 1 hour per meeting)

Assumptions:

- Translation of slides to Spanish and Punjabi will be provided by others under separate contract.

Deliverables: Hearing Slides for TAC Presentation at SWRCB Hearing

Task 1C Hearing Attendance

Attendance of two INTERA Staff Members at the SWRCB Hearing Continuation in Sacramento, California.

Assumptions:

- One day for up to 8-hour hearing.
- Travel for INTERA staff

Fee

INTERA will perform the scope of work detailed here on a time and materials basis up to a cost not to exceed of \$44,548 (Table 1) in accordance with INTERA's 2025 rates (attached).

Sincerely,

INTERA Incorporated



Trey Driscoll, PG No. 8511, CHG No. 936
Director of California Water Resources & Supply,
Principal Hydrogeologist

Enclosures: Table 1, Rates Schedules

Table 1. Fee Estimate

Task	Total Hours	Total Labor	Expenses	Total
Task 1A TWG and SWRCB Communication/Coordination				
SWRCB Meetings	8	\$2,552	\$0	\$2,552
Kern Subbasin Meetings	16	\$5,104	\$0	\$5,104
Coordinate & Review TWG Analysis	40	\$12,760	\$0	\$12,760
Sub-total Task 1A	38	\$20,416	\$0	\$20,416
Task 1B SWRCB Hearing Coordination and Presentation Preparation				
Hearing Slides Preparation	40	\$10,824	\$0	\$10,824
TWG Leads Coordination Meetings (4 meetings)	4	\$1,276	\$0	\$1,276
Managers/Policy Review Meetings (4 meetings)	8	\$2,552	\$0	\$2,552
Internal Team Coordination Meetings (4 meetings)	4	\$1,276	\$0	\$1,276
Sub-total Task 1B	38	\$15,928	\$0	\$15,928
Task 1C Hearing Attendance				
SWRCB Hearing	16	\$4,136	\$0	\$4,136
Travel/Expenses to Attend Hearing*	8	\$2,068	\$2,000	\$4,068
Sub-total Task 1C	24	\$6,864	\$2,000	\$8,204
TOTAL Tasks	62	\$43,208	\$2,000	\$44,548

*Estimated - To be billed on actual airfare, transportation and hotel for two nights.

INTERA 2025 Rates

Labor Category	Hourly Rate
	2025
Principal Engineer/Scientist I	\$349
Principal Engineer/Scientist II	\$306
Principal Engineer/Scientist III	\$284
Senior Engineer/Scientist I	\$274
Senior Engineer/Scientist II	\$252
Senior Engineer/Scientist III	\$239
Senior Engineer/Scientist IV	\$223
Engineer/Scientist I	\$211
Engineer/Scientist II	\$195
Engineer/Scientist III	\$178
Engineer/Scientist IV	\$161
Engineer/Scientist Intern	\$104
Senior Technician	\$170
Technician	\$109
Senior CAD/Graphics	\$136
CAD/Graphics	\$109
Senior Technical Editor	\$158
Technical Editor	\$114
Project Associate	\$218



August 22, 2025

Project No. 25-1-070

Kristin Pittack
Kern County Subbasin Plan Manager
kernsubbasinpoc@riconconsultants

SUBJECT: REVISED - Scope of Work and Budget for State Water Resource Control Board Hearing Support for August and September 2025, Kern County Subbasin

Dear Kristin:

As requested, Luhdorff and Scalmanini Consulting Engineers (LSCE) has prepared the following Scope of Work and budget for technical services to support the Kern County Subbasin (Subbasin) for the months of August and September 2025. This Scope of Work and budget focuses on support for the September 17, 2025 State Water Resource Control Board (SWRCB) Hearing for the Subbasin and related activities.

SCOPE OF SERVICES

The following describes each of the key tasks necessary to perform this proposed Scope of Services.

Task 1. SWRCB Hearing Preparation and Attendance

As lead author of Section 15 (Monitoring Network) of the 2025 Plan, LSCE will provide support focused on Section 15 content in preparation for and participation in the SWRCB Hearing. This work will involve attending up to two preparatory meetings per week with the Technical Working Group (TWG) and relevant subcommittee, Subbasin Managers, and Policy meetings through September 17; reviewing and revising SWRCB Hearing presentation slides; and reviewing public comment letters sent to the Subbasin and/or the SWRCB to develop talking points for the SWRCB Hearing. LSCE will also review the SWRCB Final Staff Report, anticipated for release on September 5, and assist with preparation of responsive comments due by September 11. In addition, LSCE will provide support at the SWRCB Hearing itself on September 17, including up to eight hours of attendance and associated travel, lodging, and per diem.

Task 1. Assumptions

- One LSCE staff member will attend the SWRCB Hearing in Sacramento, including travel and per diem.
- Technical input and deliverables will be on 2025 Plan Section 15 related content.

Task 1. Deliverables

- Technical input on hearing-related materials, including revisions to presentation slides, preparatory meetings, and attendance at the September 17 Hearing.

- Written input on the SWRCB Final Staff Report.
- Talking points and response materials for public comment letters.

PROJECT BUDGET

Based on LSCE's understanding of the tasks outlined above, Table 1 presents a breakdown of the budget estimate. LSCE will perform services on a time-and-materials basis, invoiced monthly in accordance with the attached *2025 Schedule of Fees – Engineering and Related Field Services*. The Senior Principal, Senior and Staff Professional, and Senior GIS Analyst billing rate categories will be used primarily to complete the work described herein.

Table 1. Estimated Project Budget	
Tasks	Total Budget
SWRCB Hearing Preparation and Attendance	\$10,000
Total Project Budget	\$10,000

SCHEDULE


The following schedule outlines key milestones and deadlines for completing task described in this scope of work. The dates reflect actual and anticipated project activities through September 30, 2025, and were informed by high-level coordination with the Subbasin and TWG.


- **Task 1 – SWRCB Hearing Preparation and Attendance:**
 - Provide written input on the SWRCB Final Staff Report by September 11, 2025.
 - Participate in preparatory meetings through SWRCB Hearing September 17, 2025.
 - Review public comment letters and develop talking points for the SWRCB Hearing September 17, 2025.
 - Attend and provide technical support at the SWRCB Hearing on September 17, 2025.

This scope provides a framework for supporting the SWRCB Hearing and related activities, with the intent of positioning the Subbasin for a favorable ruling on the 2025 Plan.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS


Will Halligan, PG
Senior Principal Hydrogeologist


Angela Hansen
Senior Hydrogeologist

Attachment(s): 2025 Schedule of Fees – Engineering and Related Field Services.



**Luhdorff &
Scalmanini**
Consulting Engineers

Woodland-Roseville-Chico-Daly City-Meridian, ID

2025 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$280/hr.
Principal Professional.....	\$260/hr.
Supervising Professional	\$248/hr.
Senior Professional	\$220/hr.
Project Professional	\$192/hr.
Staff Professional	\$170/hr.

Technical

Data Management Specialist**	\$160/hr.
Senior GIS Analyst	\$160/hr.
GIS Specialist.....	\$120/hr.
Engineering Asst./Scientist.....	\$120/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$120/hr.
Project Administrator	\$120/hr.

Vehicle Use	\$0.70/mi (or curr. IRS rate)
Subsistence	Cost Plus 15%
Field Equipment (Flow Meters, Transducers, etc.)	\$25 to \$100/day
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$210/hr.

* Engineer, Geologist, Hydrogeologist, and Hydrologist

**Information Systems Analyst and Database Specialist

Note: Send invoice payments to Accounts Receivable, 500 1st Street, Woodland, CA 95695

**Client Amendment No. 1****Project ID****25-17462**

1. **Start Date:** 3/1/2025 **Completion Date:** 7/31/2025
2. **Parties:** This Change Order is to the Agreement for Professional Services by and between Rincon and Client ("Agreement") dated 8/6/2025, requesting Rincon to perform services on behalf of Client.
Rincon Consultants, Inc. ("Rincon")
 Primary Contact: Kristin Pittack email: kpittack@rinconconsultants.com
 and
Kern County SGMA Coordination Committee ("Client")
 Client Contact: Tim Ashlock, Fiscal Agent email: tim@bvh2o.com
3. **Change in Scope of Services.** Pursuant to the terms of the Agreement, Rincon agrees to the following changes for:
 Project ID: 25-17462
 Project Description: Kern Subbasin Amended GSP
 Project Location: Kern County
 Deliverables: See Exhibit A
4. **Fees:** \$29,599.00 Not to Exceed
Additional Retainer Amount: \$ N/A
5. **Attachments** (check all that apply and ensure attached)
 - ☒ **Contract Changes/Scope of Work** (Required. Attached as Exhibit A).
 - ☐ **Fee Schedule** (Required if additional scope of work. Fee Schedule may be updated annually and the new rates shall apply to all new scopes of work, addendums, and delayed work that exceeds the original schedule. See Exhibit A).

This Change Order and its Attachments are incorporated into the Agreement and represent the understanding of the Parties. All other terms and conditions of the Agreement remain in effect.

Acceptance and Agreement**Executed for Client by:**

See Attached Signatory Authorization

Executed for Rincon by:

Authorized Signature

8/6/2025

Date

Rosalyn Prickett/Principal

Exhibit A

Contract Changes/Scope of Work



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

July 15, 2025

Rincon Project No. 25-17462

Derek Yurosek, Coordination Committee Chair

Kern County Subbasin

P.O. Box 4119

Buttonwillow, California 93238

Via email: dyurosek@bolthouseproperties.com

**Subject: Proposal to Amend the Contract Agreement for Plan Management and Production Services for the Amended Groundwater Sustainability Plan (GSP) for the Kern County Subbasin
Kern County, California**

Dear Mr. Yurosek:

Rincon Consultants, Inc. (Rincon) is submitting this letter requesting changes to our Plan Management and Production Services for the Amended Groundwater Sustainability Plan (GSP) for the Kern County Subbasin contract to allow us to provide continued professional services for delivery of the Draft Final and Final 2025 GSPs. This amendment reflects additional as needed support in response to the extensive coordination needed to effectively consolidate input from 20 GSAs and their technical consultants during the Draft 2025 Plan production process.

Background

Due to unforeseen delays in technical coordination with State Water Resources Control Board (SWRCB) staff, the addition of new tasks and meetings, multiple rounds of QA/QC, fragmented drafting and review process, and compression of the production schedule, additional scope of work is needed to support Final 2025 Plan production by July 31, 2025.

The following amendment covers scope and budget needed to coordinate Final 2025 Plan production.

Scope of Work

Task 2 Final Plan Production (Amendment)

Rincon will continue providing support for Draft Final and Final Plan production. Additional tasks that are anticipated include the following:

- Continue to serve as the lead for production of the Final 2025 Plan
- Support coordination of and updates to the Final Plan Production Schedule, and update weekly in coordination with Plan Manager
- Coordinate with Technical Working Group (TWG) members on Final Plan development, including deferred revisions from Draft Plan Production and additional revision needs
- Continue to coordinate and attend as-needed weekly meetings between the Rincon Plan Manager, Rincon Production Lead, Rincon Publishing Team, and TWG members
- Oversee multiple rounds of final QA/QC on the Final 2025 Plan



- Review Final 2025 Plan by Rincon Publishing Team and compile one round of PDF packaging of Plan sections and appendices

Deliverables:

- Final 2025 Plan sections in Word and PDF format
- Appendices in PDF format

Assumptions

- This scope covers one round of PDF packaging of all Plan sections and appendices, upon completion of QA/QC.
- Final redline version may be prepared after July 31, depending on production schedule and Subbasin needs

Cost

As shown in Table 1 below, the estimated cost for this additional scope is **\$29,599**. Labor for the above additional scope will be billed on a time and materials basis. Backup detail will be provided for all billed time.

Table 1 Cost Summary

Task		Estimated Cost
Task 2	Final Plan Production	
Total		\$29,599

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Kristin Pittack at 760-223-5062 or kpittack@rinconconsultants.com or Rosalyn Prickett at 760-930-7671 or rprickett@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in blue ink that reads "Kristin Pittack".

Kristin Pittack, MS
 Senior Environmental Planner II

A handwritten signature in blue ink that reads "R Prickett".

Rosalyn Prickett
 Principal, Water Resources



August 15, 2025

MEMORANDUM

To: Kristin Pittack, Kern Subbasin Plan Manager

From: Michael Maley, PE, PG, ChG
Maureen Reilly, PE

Re: Todd Groundwater August 2025 TWG Budget Request

The Coordination Committee informally directed the Technical Working Group (TWG) to continue working on discussions and presentations with State Water Resources Control Board (SWRCB) staff through the Probationary Hearing on September 17, 2025. Todd Groundwater is submitting this scope of work and cost estimate to provide SGMA technical consulting support for this effort to address SWRCB staff concerns with the July 2025 GSP and comment letters over the period from August 1, 2025, through September 30, 2025. Todd Groundwater's scope includes participation in TWG subcommittees and associated technical support for the ongoing coordination with State Water Resources Control Board (SWRCB) staff on GSP refinements.

Scope of Work

To date, our work has focused on the basin setting, groundwater conditions, ISWs, water budgets and P/MAs. Our scope of work for supporting the ongoing efforts to address deficiencies identified by SWRCB staff includes:

- Participate in the TWG discussions on the preparation of hearing presentations.
- Respond to SWRCB Final Staff Report.
- Respond to public comments on ISWs.
- Provide technical analyses as requested to support the Subbasin GSAs, TWG subcommittees for SMCs, and GSP reviewers.

Estimated Cost

Costs for August 1, 2025, through September 30, 2025 are time and materials, not to exceed \$20,000 without prior approval.

**CAWELO WATER DISTRICT
SECOND REVISED SCOPE OF WORK
ASSISTANCE TO KERN COUNTY GSAS RE: WATER QUALITY AND PREPARATION FOR
SEPTEMBER 2025 HEARING**

SECOND REVISION – AUGUST 7, 2025

The Scope of Work provided here covers the time period of August 1 through September 30, 2025. This Scope of Work also identifies cost overruns that occurred due to additional work performed during July of 2025.

Task	Estimated Hours	Estimated Costs
Task 1 – Coordination and Internal Meetings with GEI, Subbasin Committees, Subbasin leads, Cawelo Water District	20 hours	\$ 9,000.00
Task 2 – Review and Edit draft materials in preparation for September hearing	5 hours	\$ 2, 250.00
Task 3 – Participate in external meetings with State Water Board members and staff re: Revised Plan and in preparation of September hearing; participate in September hearing	20 hours	\$ 9,000.00
Task 4 – Coordination with Mitigation Sub-Committee, as requested	5 hours	\$ 2,250.00
July Cost Over Approved Approved: \$ 70,000.00 Total Billed: \$ 78,435.00		\$ 8,435.00 (NOT INCLUDED IN TOTAL)
Total		\$22,500

**Client Amendment No. 5****Project ID****23-14981**

1. **Start Date:** 3/1/2025 **Completion Date:** 9/30/2025
2. **Parties:** This Change Order is to the Agreement for Professional Services by and between Rincon and Client ("Agreement") dated 7/15/2025, requesting Rincon to perform services on behalf of Client.
Rincon Consultants, Inc. ("Rincon")
 Primary Contact: Kristin Pittack email: kpittack@rinconconsultants.com
 and
Kern County SGMA Coordination Committee ("Client")
 Client Contact: Tim Ashlock, Fiscal Agent email: tim@bvh2o.com
3. **Change in Scope of Services.** Pursuant to the terms of the Agreement, Rincon agrees to the following changes for:
 Project ID: 23-14981
 Project Description: Kern County SGMA Plan Manager
 Project Location: Kern County
 Deliverables: See Exhibit A
4. **Fees:** \$29,898.00 Not to Exceed
Additional Retainer Amount: \$ N/A
5. **Attachments** (check all that apply and ensure attached)
 - ☒ **Contract Changes/Scope of Work** (Required. Attached as Exhibit A).
 - ☐ **Fee Schedule** (Required if additional scope of work. Fee Schedule may be updated annually and the new rates shall apply to all new scopes of work, addendums, and delayed work that exceeds the original schedule. See Exhibit A).

This Change Order and its Attachments are incorporated into the Agreement and represent the understanding of the Parties. All other terms and conditions of the Agreement remain in effect.

Acceptance and Agreement**Executed for Client by:**

See Attached Signatory Authorization

Executed for Rincon by:

 Authorized Signature

 7/15/2025
 Date

Rosalyn Prickett/Principal

Exhibit A

Contract Changes/Scope of Work



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

July 15, 2025

Rincon Project No. 23-14981

Derek Yurosek, Coordination Committee Chair
Kern County Subbasin
P.O. Box 4119
Buttonwillow, California 93206

Via email: dyurosek@bolthouseproperties.com

**Subject: Proposal to Amend the Contract Agreement for Kern County Subbasin Plan Manager Support Project
Kern County, California**

Dear Mr. Yurosek:

Rincon Consultants, Inc. (Rincon) is pleased to provide this letter requesting changes to our Kern County Subbasin Plan Manager support contract to allow us to provide continued professional services for Sustainable Groundwater Management Act (SGMA) compliance. This amendment reflects additional as needed support in response to schedule changes, additional meetings, and coordination efforts during Draft Plan production.

Background

Due to unforeseen delays in technical coordination with State Water Resources Control Board (SWRCB) staff, the addition of new tasks and meetings, multiple rounds of QA/QC, fragmented drafting and review process, and compression of the production schedule, Rincon requests an amendment to support Draft Final and Final Plan production by July 31, 2025 and preparation for the September 17, 2025 SWRCB Public Hearing.

The following scope of work will support the next three months of professional service needs:

- Continuing support for anticipated Managers, Policy, TWG, and SWRCB coordination meetings.
- Ensuring all Kern Subbasin documents for the 2025 Plan production are managed successfully, which includes schedule and document coordination with technical contributors and reviewers in accordance with the Joint Summary of Scopes submitted to the Kern Subbasin on March 3, 2025.
- Preparing for the tentatively scheduled September 17, 2025 SWRCB public hearing.

This contract amendment will provide adequate budget for support through September 30, 2025.

Scope of Work

Task 3 As-Needed Support (Amendment)

Rincon will continue providing support for Subbasin coordination associated with the Draft Final and Final Plan production and additional tasks to support regulatory compliance with SGMA, as requested by the Subbasin. Rincon understands that there will be evolving needs of the Subbasin due to the lack of regulatory guidance and unknowns associated with SWRCB oversight. Rincon is fully prepared to support additional tasks and be flexible to respond to demands as they arise. Additional tasks that are anticipated include, but are not limited to, the following:



- Prepare and communicate the Draft Final and Final Plan Production Schedule, and update weekly in coordination with Production Lead
- Review, comment, and finalize materials, such as press releases and response to comment letters
- Daily coordination with TWG, Coordination Committee, Managers, and AWG
- Prepare, review, and coordinate presentations for GSA Boards and September 17, 2025 SWRCB Public Hearing
- Attend the tentatively scheduled September 17, 2025 SWRCB Public Hearing

Deliverables:

- Documents in Word, and PDF format as appropriate
- Presentations in PowerPoint, and PDF format as appropriate

Assumptions

This scope of work is intended to support the Kern County Subbasin in achieving SGMA approvals and avoiding probationary status. Rincon will fully support the Subbasin in achieving success by responding to all urgent and unexpected needs that arise associated with seeking SGMA approvals.

Cost

As shown in Table 1 below, the estimated cost for this additional scope is \$29,898.00. Labor for the above additional scope will be billed on a time and materials basis. Backup detail will be provided for all billed time.

Table 1 Cost Summary

Task	Estimated Cost
Task 3 As-Needed Support (Amendment)	\$29,898.00
Total	\$29,898.00

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Kristin Pittack at 760-223-5062 or kpittack@rinconconsultants.com or Rosalyn Prickett at 760-930-7671 or rprickett@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Kristin Pittack, MS
 Senior Environmental Planner II

Rosalyn Prickett
 Principal, Water Resources

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 12A



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

August 14, 2025

TO: RRID Board of Directors
Directors Andrew, Ackerknecht, Glende, Holtermann, Mitchell

FROM: David Hampton and Ram Venkatesan

RE: NKWSD Participation in the Affentranger Groundwater Recharge and Banking Project

RECOMMENDED MOTION:

“Approve North Kern Water Storage District’s (North Kern) participation in the Rosedale Ranch Improvement District’s Affentranger Groundwater Recharge and Banking Project and Agreement For Groundwater Recharge and Banking.”

DISCUSSION:

The Rosedale Ranch Improvement District (RRID) is developing the Affentranger Groundwater Recharge and Banking Project (Affentranger Project) which includes the acquisition of about 163 acres of land and the design and construction of new surface water percolation basins. The project is being developed and implemented on behalf of the RRID landowners to help improve their available water supplies and meet long-term sustainability goals required by the Sustainable Groundwater Management Act (SGMA).

The location of the project is within the RRID boundary, which is also within the North Water Storage District (North Kern) and provides North Kern an opportunity for additional groundwater recharge and banking benefits capacity. In the wetter years, North Kern will have additional water supplies outside of their water supplies that accrue per the 1952 Agreement for Use of Water Rights that can potentially be used to recharge and bank in the Affentranger Project. Banking projects and recharge facilities are costly to develop and construct and therefore, shared use of facilities can benefit participating parties.

The attached draft Agreement For Groundwater Recharge and Banking (Attachment A) provides the terms for North Kern’s proposed participation at 25% priority use of the completed recharge facilities and conveyance canals. RRID will retain 75% priority use at all times. If RRID is actively delivering surface irrigation water, then North Kern will only have 25% priority use of the remaining available capacities in the RRID canals. Additionally, North Kern will pay RRID \$490,000 to be used toward the acquisition of the Property and an additional sum toward a portion of the costs for design and construction to be determined by the Parties, which amount shall be commensurate with the Project participation rights described in the agreement.

North Kern has established water rights and contracts that provide annual surface water supplies and in wetter years some portion can be made available to RRID to acquire or under certain conditions will have supplies for recharge when RRID will not be actively using the facilities. The increased recharge activity beyond RRID's activities will help support and improve local groundwater level conditions.

Staff recommends the RRID Board approve North Kern's participation in the Affentranger Groundwater Recharge and Banking Project and the Agreement For Groundwater Recharge and Banking.

Attachment A – Agreement For Groundwater Recharge and Banking, Affentranger Groundwater Recharge and Banking Project

AGREEMENT FOR GROUNDWATER RECHARGE AND BANKING

THIS AGREEMENT for Groundwater Recharge and Banking (“Agreement”) is made and entered into this ____ day of September 2025, by and between ROSEDALE RANCH IMPROVEMENT DISTRICT (“RRID”) and NORTH KERN WATER STORAGE DISTRICT (“North Kern”).

WITNESSETH:

WHEREAS, On January 17, 2023, the Board of Directors acting for an on behalf of RRID adopted Resolution No. RR23-12, Adopting Proposition 218 Assessment Ballot Procedures And Calling For An Assessment Ballot Proceeding On A Proposed Increase In The Rosedale Ranch Improvement District’s Administrative And Project Base Service Charges; Establishing Preliminary Rates And Setting Of Noticed Hearing;

WHEREAS, Adoption of Resolution No. 23-12 included the adoption of the Final January 12, 2023 Engineer’s Report for Base Service Charges for Rosedale Ranch Improvement District, Proposition 218 Procedures for Benefit Assessments, that described the need for programs and projects including developing groundwater recharge facilities that can recharge up to an average 7,200 AF per year and reduce irrigation demand by replacing crops with recharge facilities;

WHEREAS, On March 21, 2023, following a hearing and tabulation of assessment ballots, the RRID Board of Directors adopted Resolution No. RR23-32, Certifying the Results of a Proposition 218 Assessment Ballot Proceeding and Adopting an Increase in the Rosedale Ranch Improvement District’s Base Service Charges; and

WHEREAS, RRID is in the process of acquiring approximately 163 acres of land identified as Kern County Assessor’s Parcel Number 463-020-05 (the “Property”), for the purpose of constructing and operate the Affentranger Groundwater Recharge and Banking Project; and

WHEREAS, North Kern desires to participate in the Affentranger Groundwater Recharge and Banking Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, RRID and North Kern hereby agree as follows:

ARTICLE I **DEFINITIONS**

1.0 Affentranger Groundwater Recharge and Banking Project or Project.

“Affentranger Groundwater Recharge and Banking Project” or “Project” means the acquisition of parcel APN 463-020-005 for the construction and use of surface water percolation

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basins to facilitate the underground storage of surface water supplies for later recovery and use, as more particularly described in the attached project description.

1.01 Facilities

“Facilities” means the new proposed Spreading Facilities (defined below) and related above and below-ground appurtenances as may be necessary or desirable for the Project, including, without limitation, canals, pipelines and turnouts.

1.02 Spreading Basins.

“Spreading Basins” means the new surface water percolation basis to be constructed, operated and managed by RRID as part of the Affentranger Groundwater Recharge and Banking Project.

1.03 Year.

“Year” means a calendar year commencing January 1 and ending December 31.

ARTICLE II **THE PROJECT**

2.0 Conditions Precedent.

RRID’s and North Kern’s obligations to construct any of the Facilities under this Agreement and to continue with the Project are subject to:

- (a) RRID’s and North Kern’s approval of the plans and specifications for the construction of the new Facilities; and
- (b) RRID and North Kern securing such approvals as are necessary for the Project, including without limitation the acquisition of the Property and compliance with the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) (“CEQA”); provided that this Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of either RRID or North Kern or any other public agency, as applicable, in connection with consideration of permits or other approvals for development of the Project, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and RRID’s, North Kern’s, or other public agency’s evaluation of mitigation measures and alternatives, including RRID’s, North Kern’s, or another agency’s final “project” approval and the “no project” alternative.

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2.01 Payment of Project Participation.

- (a) RRID shall be solely responsible for the costs associated with the acquisition of the Property for the Project, and shall hold sole title to said Property following acquisition.
- (b) North Kern shall pay RRID \$490,000 toward acquisition of the Property and an additional sum toward a portion of the costs for design and construction to be determined by the Parties, which amount shall be commensurate with the Project participation rights described herein.

2.02 Project Operations.

(a) Water Supply.

RRID, at its expense, shall provide all water for recharge and banking operations under this Agreement ("RRID Recharge Water") to be credited to RRID, less its proportionate share of any out-of-District conveyance losses and any evaporation losses. North Kern, at its expense, shall provide all water for recharge and banking operations under this Agreement ("NK Recharge Water") to be credited to North Kern, less its proportionate share of any out-of-District conveyance losses and any evaporation losses. North Kern will not deliver any Kern River water that accrues to the District pursuant to that certain Agreement for Use of Water Rights dated January 1, 1952, to the RRID Facilities. North Kern has no obligation to deliver any North Kern surface water supply to RRID or the Project.

(b) Use of Existing Facilities for Conveyance.

- (i) RRID will have first priority use of existing RRID canals and turnouts located within the RRID boundary to meet any irrigation demand deliveries. RRID will have a priority right to Seventy-Five Percent (75%) of any remaining conveyance capacity for use in conveying RRID Recharge water to the Spreading Basins.
- (ii) North Kern will have no priority use of existing RRID canals and turnouts located within the RRID boundary if capacity is fully utilized for irrigation deliveries. North Kern will have a priority right to Twenty-Five Percent (25%) of any conveyance capacity that remains for use in conveying NK Recharge Water to the Spreading Basins after RRID's exercise of its first priority right of use for meeting irrigation demand deliveries described above. .
- (iii) Any unused capacity will be made available to either party.

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(c) Use of Spreading Basins.

RRID shall have a priority right to Seventy-Five Percent (75%) of the recharge capacity in the Spreading Basins. North Kern shall have a priority right to Twenty-Fiver Percent (25%) of the recharge capacity in the Spreading Basins, and any unused capacity will be made available to RRID.

(d) In-Lieu Recharge.

In the event North Kern notifies RRID of its intention to deliver NK Recharge Water to the Spreading Basins, RRID shall have the right, in its sole and absolute discretion, to use such water to satisfy the irrigation demands of RRID landowners , in which case the volume of North Kern's Recharge Water utilized shall be recorded as a surface water supply stored in-ground and credited to North Kern's Groundwater Account described in Section 2.04(f) below.

(e) Recharge Credit.

Each party's Groundwater Account will be credited its respective full water delivery volume, less its proportionate share of any out-of-District conveyance losses and any evaporation losses

(f) Groundwater Account.

RRID and North Kern and shall each (i) keep an account of all water deliveries to the Spreading Basins, (ii) keep an account of any extractions of water recharged pursuant to this Agreement, and (iii) track its account balance. RRID and NK shall each have title to all water in its Groundwater Account, and each party's account balance shall remain in that party's name for all purposes, including administration of this Agreement and implementation and enforcement of the Sustainable Groundwater Management Act ("SGMA") (Water Code §§ 10720 et seq.).

ARTICLE III **MISCELLANEOUS**

3.01 Applicable Law.

The laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Agreement.

3.02 Amendment of Agreement.

This Agreement may not be modified, changed, altered, amended or otherwise revised except by a duly executed written amendment.

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3.03 Statutory Rules of Interpretation.

Any rule of interpretation that an ambiguity is to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendment hereof, and neither Civil Code section 1654, nor any similar law shall be applied to resolve any ambiguity in this Agreement.

3.04 Opinions and Determinations.

Except as may be otherwise provided in this Agreement, where any term of this Agreement provides for action to be based on the opinion, judgment, approval, consent, review, certification, or determination of a party, such term shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.

3.05 Waiver.

The waiver by any party hereto of any right with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

3.06 Term.

The term of this Agreement is 20 years from and after the Effective Date. Parties shall have the right to mutually extend the term of this Agreement for up to an additional 10 years on substantially the same terms and conditions contained in this Agreement.

Dated: September 16 , 2025

Rosedale Ranch Improvement District

David Hampton, General Manager

Dated: September 16 , 2025

North Kern Water Storage District

Kevin Andrew, President

1.0 Project Description

1.1 Project Background

Rosedale Ranch Improvement District (RRID, Rosedale Ranch, District), located in the southern portion of California's San Joaquin Valley, proposes to construct and operate an approximately 162-acre groundwater recharge facility north of Snow Road at the terminus of the R-3 Canal (**Figures 1-1 and 1-2**). The Affentranger Groundwater Recharge and Banking Project (proposed Project or Project) will provide the District with operational flexibility to utilize available surface water supplies for recharge during wet years for utilization in dry years. The facility will be connected to the District's existing conveyance system.

RRID consists of a total of 9,500 acres, with most of its area located south of 7th Standard Road. This area was originally annexed into North Kern Water Storage District (NKWSD) in 1966, but the annexation did not extend to lands within RRID any rights to NKWSD's surface water supplies. Groundwater is the principal source of water for meeting irrigation demands within RRID. Subsequently, an irrigation distribution system was built to serve all developed land. In 1980, these lands were organized as an Improvement District, with one of its purposes to contract for water supplies to be distributed to the lands within RRID for either irrigation or for groundwater recharge. The Improvement District acquired a system of a canal-based irrigation distribution system capable of serving the developed land (within the Improvement District) with supplemental surface water supplies from NKWSD when available, thereby facilitating occasional in-lieu recharge and conjunctive-use operations.

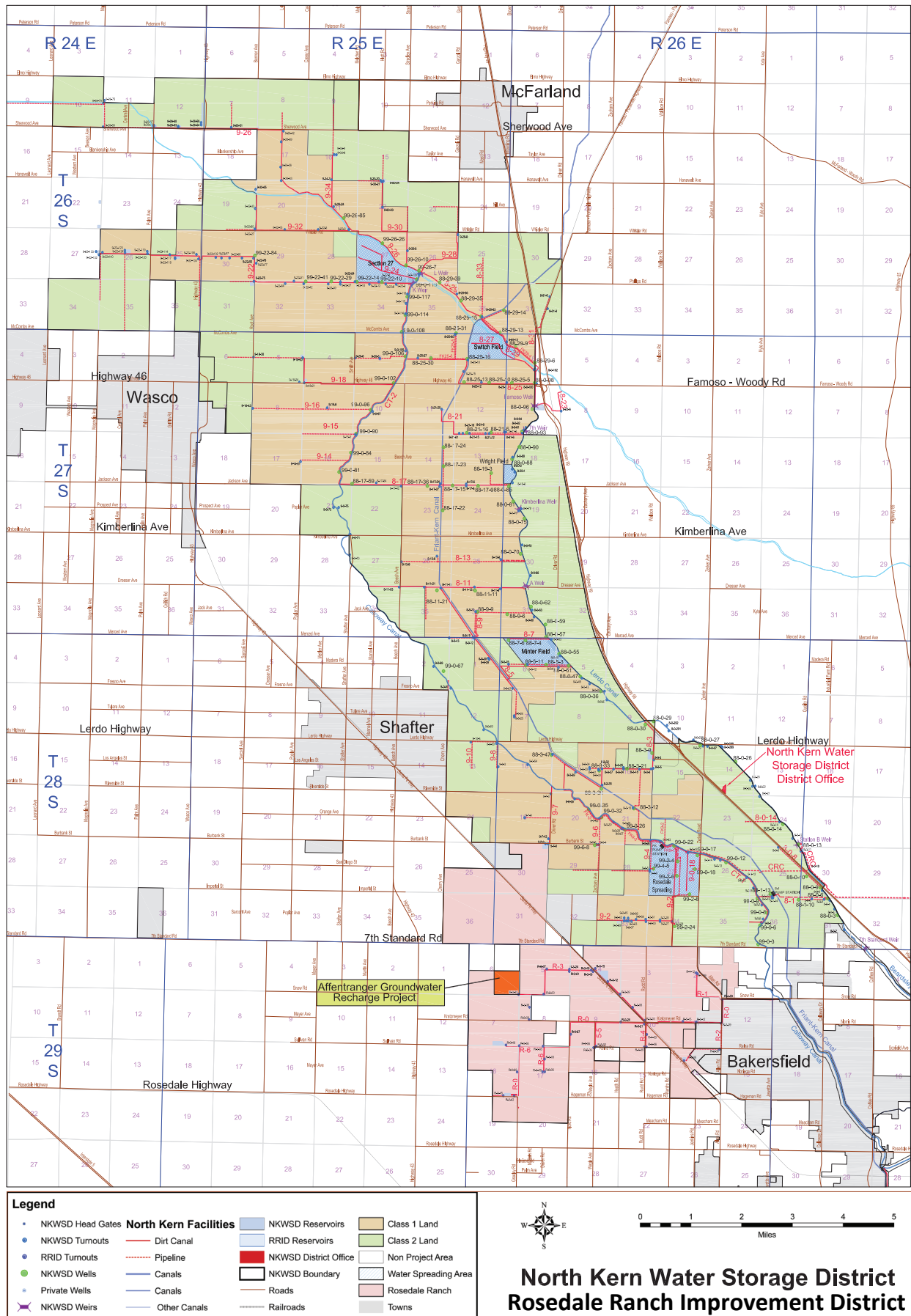
Lands currently included within the boundaries of RRID total approximately 9,500 assessable acres, most of which are developed to irrigated agriculture. Based on Department of Water Resources surveys, total irrigated acreage in RRID is approximately 7,600 acres in 2014, with a little more than 5,000 acres in permanent crops (mostly nuts). Based on the District's 2014 land use survey, cropped acreage was distributed among the following six general crop categories: 69 percent deciduous, 1 percent field, 4 percent grain, 16 percent truck crops (i.e., crops that are grown on small plots of land and sold directly to consumers), and 10 percent vineyard.

Irrigated agriculture in the Rosedale Ranch area relies on pumped groundwater, which has been supplemented from time to time with surface water including the Kern River, flood water conveyed from the Friant-Kern Canal (FKC), or other imported water. The District's average historical groundwater use is 20,700 acre-feet (AF) and the net use considering the importation of surface supplies is 15,400 AF.

1.2 Project Objectives

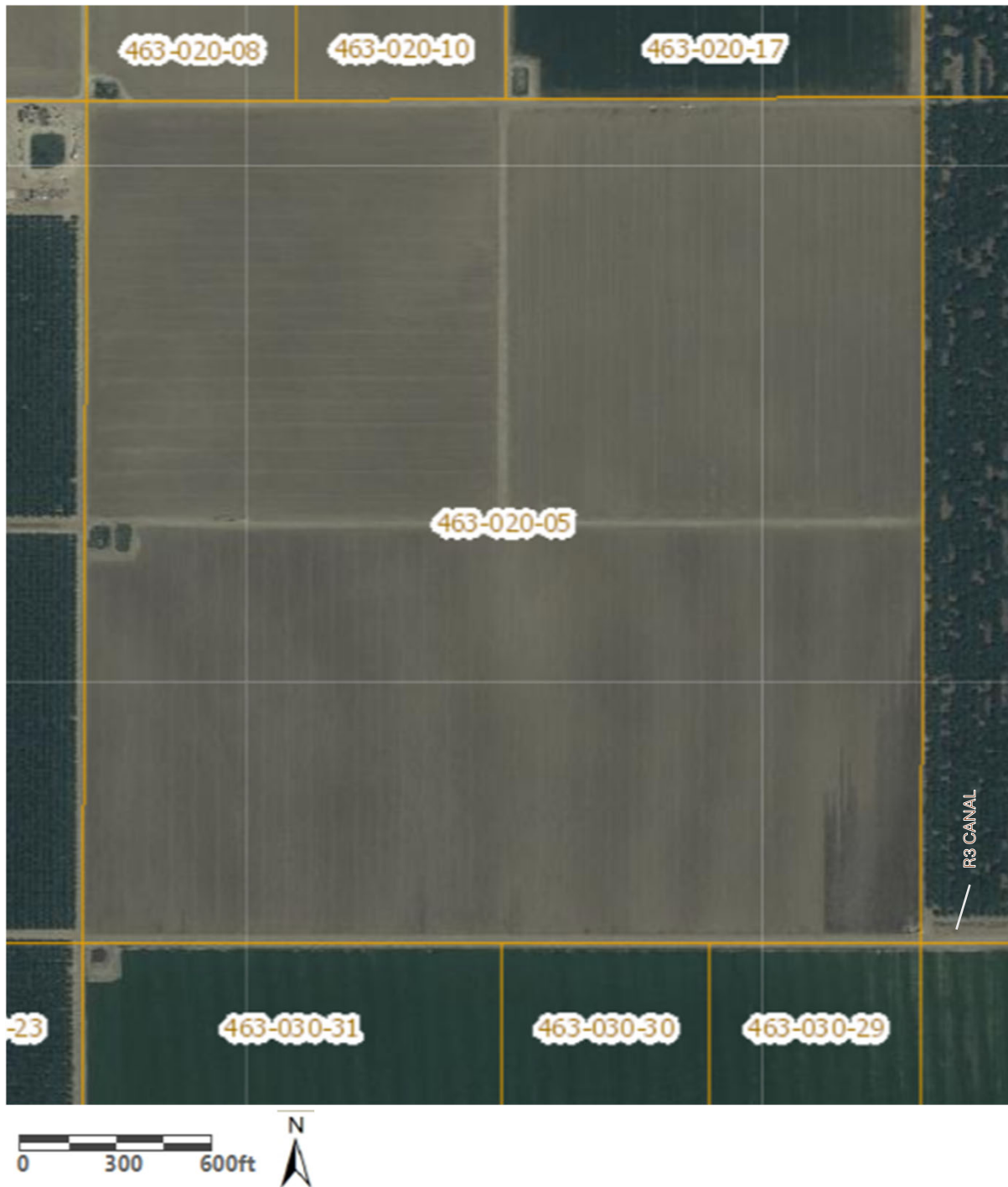
The Project's objective is to increase conjunctive management in north-central Kern County by expanding the area's ability to accept surface water for groundwater recharge during periods when surface water is available. The Project would benefit groundwater users by improving groundwater management and quality. Water supply and energy savings would result from a general increase in groundwater elevations in the project area. The Project would be operated to provide a long-term benefit to the basin and aid in regional compliance with the Sustainable Groundwater Management Act (SGMA).

Figure 1-1 Rosedale Ranch Improvement District and Proposed Project Location



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Figure 1-2 Project Area



1.3 Project Construction

1.3.1 Construction Methodology

The District will acquire one parcel (Assessor Parcel Numbers 463-020-05), approximately 163 acres, because this location was identified as a favorable location for groundwater recharge activities in wet periods for later recovery during drought. The site selection is based on a parcel assessment examined in a 2020 Recharge Feasibility Study. The parcel was identified as a favorable location for groundwater recharge activities due to high infiltration soil rates and close proximity to the District's existing conveyance system.

The total Project area, including the construction footprint and equipment staging, will occur within the 163-acre site. The proposed groundwater recharge basin will consist of multiple ponds with earthen berms to direct the flow of water onto the site and facilitate even spreading. Interior ditches and channels will also be used to provide energy dissipation throughout the interior of the recharge basin. Earthen exterior levees will be constructed around the perimeter of the site. Earthwork will be designed so that the cut and fill quantities are balanced to minimize the importation of material and reduce the amount of soil stockpiled.

The ponds will be excavated to a depth of up to 5 feet below ground surface elevation and the earthen berms constructed to a height of up to 4 feet above original ground elevation. The exterior levees will be constructed to approximately 20 feet wide and 0.5 to 4 feet above natural grade, with interior slopes of 5:1 and outside slopes of 2:1. By using a balanced cut-and-fill approach, the District will not need to export soils. The total area of excavation is approximately 93.5 acre and volume of excavation is approximately 754,235 cubic yards. The District will not be required to import material. A fence surrounding the recharge ponds may be installed to protect the site from vandalism.

1.3.2 Construction Schedule and Staging Areas

The Project is expected to be constructed between February 2026 and November 2026, with the exact construction start date dependent on available District and grant funding and also the District's operations and growers that are affected by the construction. Construction activities will require approximately 110 workdays. Project construction activities will occur between 7 AM and 5 PM, Monday through Friday, with no work scheduled on weekends or holidays. Equipment maintenance activities will be performed during normal working hours. All staging will occur within the 163-acre site.

1.3.3 Construction Equipment and Workers

Construction vehicles are anticipated to include excavators, a loader, a backhoe, three to four scrapers, a soil compactor tractor with sheepsfoot roller, one to two water trucks, a motor grader, a dozer, and material haul trucks. The Project will require approximately 6 workers for construction of the ditches/channel and approximately 8 workers for construction of the ponds and berms/levees.

1.4 Project Operation and Maintenance Activities

Maximum recharge estimates, based on a full-year operation schedule, would average 5,300 acre feet per year (AFY)¹. In dry years, recharge will be less, or potentially zero. Water from existing sources (i.e., FKC, Kern River and State Water Project [SWP] flood flows) would be delivered to the recharge ponds via existing conveyances. Project operations would be limited to recharge only. No recovery of recharged groundwater will take place onsite. The Project will operate by the “golden rule” – the Project will not create conditions that are worse than conditions in the absence of the Project. The timing of recharge will be dependent on the availability of water supplies.

1.5 Regulatory Requirements, Permits, and Approval

As the lead agency under CEQA, the District has the principal responsibility for approving and carrying out the proposed Project and for ensuring that CEQA requirements and all other applicable regulations are met. Other agencies that may have permitting approval or review authority over portions of the proposed Project are listed below:

- **Central Valley Regional Water Quality Control Board (CVRWQCB), Construction Activities General Permit.** Required for any Project that disturbs more than 1 acre of soil. The proposed Project would temporarily disturb 110 acres of land in Kern County. Under this permit, the District would need to develop a Stormwater Pollution Prevention Plan (SWPPP) and submit a Notice of Intent.
- **San Joaquin Valley Air Pollution Control Board (SJVAPCD), Dust Control Prevention Plan.** Required for any Project that disturbs more than 1 acre of soil

¹ The total Project yield to the District is estimated to be 3,564 AFY of water recharged (110 acres * 90% effective acreage * 0.5 ft/day * 30 days/month * 6 months of recharge * 4/10 years frequency of wet years).