



# KERN COUNTY WATER AGENCY

**Stuart T. Pyle Water Resources Center**

3200 Rio Mirada Drive

Bakersfield, California

## **Notice of SPECIAL BOARD OF DIRECTORS MEETING**

July 31, 2026

**Conference Line:** [+1\(669\)444-9171](tel:+16694449171)

**Meeting ID:** 915 6345 2292

**Passcode:** 524037

Join Zoom Meeting

<https://kcwa.zoom.us/j/91563452292>

Meeting ID: 915 6345 2292

## **AGENDA**

- I. Call to Order – 1:30 p.m.
- II. Directors' Forum
- III. Public Comment  
Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.
- IV. Report of the General Counsel
  - A. Authorization for Closed Session regarding:
    1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
      - a. one potential suit
- V. Closed Session Report
- VI. Consideration and possible approval of agreement with Buena Vista Water Storage District for delivery of up to 16,000 acre-feet of water
- VII. Consideration and possible approval of agreement with Henry Miller Water District for delivery of up to 1,300 acre-feet of water
- VIII. Adjournment

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

45399 Poso Park Dr, Posey, CA 93260

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DECLARATION OF POSTING: I declare under penalty of perjury, that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on July 30, 2026.



Stephanie N. Prince, Board Secretary

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

**AGREEMENT FOR AN EXCHANGE OF WATER BETWEEN  
BUENA VISTA WATER STORAGE DISTRICT AND  
KERN COUNTY WATER AGENCY**

**AGREEMENT NO. 2**

THIS AGREEMENT ("Agreement") is made and entered into as of July 30, 2026 (the "Effective Date"), by **BUENA VISTA WATER STORAGE DISTRICT ("BV")** and **KERN COUNTY WATER AGENCY ("KCWA")**. BV and KCWA are sometimes referred to individually as a "Party" and collectively as the "Parties." This Agreement sets forth the terms and conditions made between BV and KCWA to sell and exchange water.

**AGREEMENT**

1. **Amount of Water.** BV will make available to KCWA up to 1,800 AF of its Kern River ("KR") supplies. KCWA will make available to BV a like amount of KCWA's State Water Project Table 1 water in San Luis Reservoir and/or an in-ground account transfer (BV, in its sole discretion will designate whether the return water shall be surface water or groundwater). The amount of KR water made available by BV for the exchange contemplated herein shall be as measured at the KR First Point of measurement, so that any losses on water delivered to KCWA as measured at First Point, shall be borne by KCWA for a total amount not to exceed 1,800 AF.

2. **Exchange Fee.** The exchange fee will be \$50/AF payable by KCWA to BV for each AF of water. In additions, KCWA shall pay any City of Bakersfield gate fees (\$1.11/af). Each Party shall be responsible to deliver the water which that Party is exchanging to the specified Point of Delivery, and, except as set forth herein and in Section 5 below, each Party shall be responsible for all costs associated with conveyance to the Point of Delivery so that neither Party will pay any costs for receipt of exchanged water. Monies to be paid under this Agreement shall be due and payable within thirty (30) days after the date of invoice setting forth the amount due.

3. **Delivery Schedule.** KCWA will start taking delivery of BVs water on July 30, 2026. KCWA will make water available to BV April 1<sup>st</sup>, 2027.

4. **Water Quality.** Parties make no warranty as to the quality of the Kern River or Friant water. Both Parties specifically understand and agree that any water provided IS NOT POTABLE and shall not be used for human consumption. However, it is understood that the quality of the water will be comparable to Kern River water and SWP water then flowing in the California Aqueduct as of the date of this Agreement.

5. **Point of Delivery.** The Point of Delivery of BV water to be delivered to KCWA will be the Pioneer Inlet to the Cross Valley Canal. The Point of Delivery of KCWA water to be delivered to BV will be either the BV 2, BV 8, BV 6, BV1B, HM1, ST3, BR3, and/or KWB Aqueduct turnouts or Kern River channel via the Cross Valley Canal ("CVC"), or other mutually agreed location. KCWA shall use its capacity in the CVC and bear any pumping costs related to delivering any water up to the Kern River channel.

Both Parties agree that deliveries may from time to time be delayed or interrupted as a result of interruptions of necessary approvals for use of conveyance facilities, pipelines, facilities, and/or

project maintenance requirements, and that the Parties will endeavor to coordinate such occurrences with one another, keep such occurrences to a minimum to the extent reasonably practicable, and that such normal occurrences shall not be deemed a breach of an obligation of either of the Parties. To the extent necessary, the Parties will coordinate deliveries with entities exercising management or control of the delivery or conveyance facilities.

6. **Term.** The term of this Agreement shall commence on the Effective Date stated above and shall continue until the sale or balanced exchange is completed.

7. **Termination.** Either Party may terminate this Agreement prior to the delivery of water. After the delivery of water, either Party may terminate this Agreement, with written notice, at which point the party owing water to the other shall continue to deliver water to the other pursuant to the terms herein until the sale or balanced exchange is completed.

8. **No Impact on Water Rights.** The Parties expressly agree, understand, and acknowledge that any existing or future exchange or transfer of water shall not result in or be considered a sale or transfer of water rights(s), and notwithstanding anything to the contrary contained within this Agreement, by executing this Agreement, Parties expressly covenants, represents, and warrants that the exchange of water pursuant to this Agreement shall not at any time, now or in the future, be used by either Party to make any claim of any type or character that is adverse to existing or claimed water rights.

9. **Environmental Documentation.** The Parties agree that they will complete any necessary review under the California Environmental Quality Act for the transfer of water facilitated herein; provided, however, that the Parties agree that no further CEQA compliance is necessary to effectuate the transfer of water as set forth in this Agreement.

10. **Liability.** Neither Party shall be liable to the other Party, nor subject to claim damage of any nature whatsoever for the control, handling, use, disposal, or distribution of water supplied to the other Party after such water has been delivered to the other Party at the Point of Delivery.

11. **General Terms.** The attached General Terms are incorporated herein and made part of this agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below and said Agreement to be effective on the Effective Date stated above.

**BUENA VISTA WATER  
STORAGE DISTRICT**

**KERN COUNTY WATER  
AGENCY**

By: Tim Ashlock  
Tim Ashlock (Jul 30, 2026 09:47:55 PDT)  
Engineer-Manager

By: Lauren Bauer  
Water Resources Manager

Date: 30/07/2026

Date: 30/07/2026

# BV-KCWA Exchange Agreement 2

Final Audit Report

2026-07-30

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2026-07-30                                   |
| By:             | Clark, Micah (mclark@kcwa.com)               |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA0EcnBQnMxmAoras_dNMC_g2xIYakT58N |

## "BV-KCWA Exchange Agreement 2" History



Document created by Clark, Micah (mclark@kcwa.com)

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Document e-signed by Lauren Bauer (lbauer@kcwa.com)

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Agreement completed.

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