KERN COUNTY WATER AGENCY

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

Notice of
BOARD OF DIRECTORS MEETING

November 18, 2026

Conference Line: +1(669)444-9171
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 – 12:00 p.m.

II. Report of the General Counsel

A. Authorization for Closed Session regarding:

1. Conference with Legal Counsel – Existing Litigation
(Government Code section 54956.9, subdivision (a)):

a. Applications Filed for Kern River Water

b. California Department of Water Resources v. All Persons Interested in the Matter of the Contract Extension Amendments

c. North Coast Rivers Alliance, et al. v. California Department of Water Resources (COA CEQA)

d. Rosedale-Rio Bravo Water Storage District, *et al.* v. Kern County Water Agency, *et al.* (CVC Issues)

e. California Sportfishing Protection Alliance, *et al*. v. California State Water Resources Control Board, *et al*., Sacramento County Superior Court, Case No. 34-2021-80003761 (2021 Order Re Temporary Urgency Change Petition)

f. California Sportfishing Protection Alliance, *et al*. v. State Water Resources Control Board, *et al*., Sacramento County Superior Court, Case No. 34-2021-80003763 (2021 Order Re Shasta Temporary Management Plan)

g. California Water Impact Network v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003492; North Coast Rivers Alliance v. Department of Water Resources, Sacramento County Superior Court Case No. 34-2020-80003491 (Water Management Tools)

h. Pacific Coast Federation of Fishermen's Associations, *et al*. v. Ross,., E.D. Cal., Case No. 1:20-cv-00431 & California Natural Resources Agency, *et al*. v. Ross, *et al*., E.D. Cal., Case No. 1:20-cv-00426 (Long-term Operations)

i. State Water Board Cases, Sacramento County Superior Court Case No. JCCP 5013 (Water Quality Control Plan Phase 1 Litigation)

j. Oroville Dam Cases, Sacramento County Superior Court Case No. JCCP 4974

k. Temporary Applications Filed for Kern River Water

l. Bring Back the Kern, *et al.* v. City of Bakersfield, *et al.*, Kern County Superior Court Case No. BCV-22-103220

m. Delta Conveyance Project Litigation, Court Case No. 24WM000017

n. California Sportsfishing Alliance, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000181; Tehama-Colusa Canal Authority, et al. v. California Department of Water Resources and California Department of Fish and Wildlife, et al., Sacramento County Superior Court Case No. 24WM000183; San Francisco Baykeeper, et al. v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000185; and Central Delta Water Agency and South Delta Water Agency v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000186
(2024 Incidental Take Permit Litigation)

o. Mass X, Inc. v. Kern County Water Agency, et al., Kern County Superior Court Case No. BCV-24-104394

2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):

a. Three potential suits

3. Conference with Real Property Negotiator (Government Code section 54956.8):

   a. Negotiator: Assistant General Manager
   Property: State Water Project Water
   Parties: California Department of Water Resources and State Water Project Contractors
   Under Negotiation: Price & Terms

   b. Negotiator: Water Resources Manager
   Property: Rio Bravo Hydroelectric Project
   Parties: Nickel Resources LLC and Olcese Water District
   Under Negotiation: Price & Terms

III. Closed Session Report

IV. Directors' Forum

V. 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.

VI. Consent Agenda Items
The following items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board President prior to the start of the meeting) requests that an item be removed for separate consideration:

A. <u>CONSENT AGENDA</u>

1. Minutes of Board Meetings and Committee Meetings –
   Regular Board Meeting October 22, 2026

2. Payment of the Bills

3. Consideration and Approval of Exceedance Policy and Action Plans Version 3.0 and Degraded Water Quality Implementation Provisions Version 2.0

4. Consideration and Approval of the Kern County Subbasin Well Mitigation Program Version 3.0

5. Authorization to Issue Notice of Completion for the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02

6. Consideration of the Kern County Water Agency Employee Travel, Expense and Vehicle Use Policy

7. Authorization to Execute an Agreement with NEOGOV for Additional Modules for the Kern County Water Agency Human Resources Information System

VII. Board Committee Reports

The following items will be discussed in detail at the meeting and may result in appropriate action being taken relating to the subject matter (such action may or may not conform to any staff recommended action):

A. **ADMINISTRATIVE OPERATIONS COMMITTEE** – Director Johnson, Chair

1. Report of the Administrative Operations Manager
2. Financial Report

B. **STATE WATER PROJECT POLICY COMMITTEE** – Director Cattani, Chair

1. Update on Delta Conveyance Activities
2. Update on Legislative Activities
3. State Water Project Policy Activities
   a. Report on 2026 State Water Project and Central Valley Project Allocations and Operations

C. **WATER RESOURCES COMMITTEE** – Director Fast, Chair

1. Report of the Water Resources Manager
2. Update on Golden Mussels
   a. Emergency Action Regarding Golden Mussels
   b. Update on the Kern County Water Agency's Response to Local Golden Mussel Detections
3. Local State Water Project
   a. Report on 2026 Local State Water Project Operations and Water Transfers, Exchanges and Purchases
   b. Consideration of Providing Advance Credits for Variable Operation, Maintenance, Power and Replacement Charges, for Former Table 1 Surplus Entitlement on the Basic Contract Member Unit January 2027 Payments
   c. Authorization to Delay Basic Contract Member Unit January 2027 Payments Per the 90 Day Deferral Option

4. Groundwater Banking

   a. Ratification of the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for the Temporary Replacement of the N-2 Siphon

   b. Authorization to Approve the 2027 Pioneer Project Budgets

   c. Authorization to Approve the 2027 Berrenda Mesa Joint Water Banking Project Budget

   d. Report on 2026 Water Banking Operations

5. Sustainable Groundwater Management

   a. Report on the Kern Non-Districted Lands Authority Meeting

D. **CROSS VALLEY CANAL COMMITTEE** – Director Lundquist, Chair

1. Report of the Water Resources Manager

2. Report on the Cross Valley Canal Advisory Committee

3. Report on Cross Valley Canal Operations and Deliveries

4. Authorization to Approve the 2027 Cross Valley Canal Operations and Maintenance Budget

E. **IMPROVEMENT DISTRICT NO. 4 COMMITTEE** – Director Wulff, Chair

1. Report of the Improvement District No. 4 Manager

2. Report on Urban Bakersfield Advisory Committee

3. Report on Kern Water Bank Activities

4. Report on the Improvement District No. 4 2026 Water Supply and Management Plan

5. Report on the Henry C. Garnett Water Purification Plant

6. Authorization to Retain an Environmental Services Consultant for Improvement District No. 4 Facilities

F. **ENGINEERING AND GROUNDWATER SERVICES COMMITTEE –** Director Kroeker, Chair

1. Update on Construction/Maintenance Projects

2. Authorization to Execute the Notice of Award for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03

VIII. Correspondence

IX. Brief Report on Potential New Business

X. Adjournment

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 November 13, 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.

Consent Agenda

Minutes of Board Meetings and Committee Meetings

October 22, 2026

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

Present Directors:	President Martin Milobar, Vice President Gene A. Lundquist, Directors Royce Fast, Charles (Bill) W. Wulff, Jr., Laura Cattani, Tamara Johnson and Jay Kroeker
Absent Directors:	None
Present for the Agency:	Eric Averett, General Manager James D. Ciampa, Lagerlof, LLP Craig Wallace, Assistant General Manager, participated via Zoom Taryn Ravazzini, Assistant General Manager – Strategic Initiatives, participated via Zoom Stephanie N. Prince, Board Secretary
Present for the Member Units:	Kim Brown, Belridge Water Storage District Mark Gilkey, Belridge Water Storage District, Berrenda Mesa Water District and Lost Hills Water District Jamie Marquez, Belridge Water Storage District, Berrenda Mesa Water District and Lost Hills Water District Wes Shryock, Improvement District No. 4 Richard Iger, Kern Delta Water District Steven Teglia, Kern Delta Water District Roy Pierucci, Rosedale-Rio Bravo Water Storage District Trent Taylor, Rosedale-Rio Bravo Water Storage District Gary Unruh, Rosedale-Rio Bravo Water Storage District Barry Watts, Rosedale-Rio Bravo Water Storage District Jason Gianquinto, Semitropic Water Storage District Larry Rodriguez, Semitropic Water Storage District Becky Ortiz, Semitropic Water Storage District Greg Hammett, West Kern Water District Eric McDaris, Wheeler Ridge-Maricopa Water Storage District

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

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Subject: Report of the General Counsel

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

Action: Director Wulff made a motion and Director Johnson seconded that, upon advice of legal counsel, the Board finds that there is need for discussion of items as stated in the agenda pursuant to the authorities set forth in the agenda and therefore approves a closed session to be convened on this day at the beginning of the Board meeting.

Ayes:	Fast, Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar
Noes:	None
Absent:	None

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President Milobar adjourned the meeting to closed session at 12:03 p.m.

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President Milobar adjourned closed session at 1:25 p.m.

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President Milobar reconvened the meeting to open session at 1:26 p.m.

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Subject: Closed Session Report

Mr. Ciampa reported that no reportable actions were taken in closed session.

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Subject: Directors' Forum

Director Kroeker reported on observing an Improvement District No. 4 water education course, commended the program, and encouraged others to attend a session.

Director Johnson thanked Agency staff and the other water purveyors for participating in Water Day at the Kern County Fair.

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Subject: Public Comment

None.

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Subject: Consent Agenda Items

The Consent Agenda items are routine and will be approved collectively without discussion, unless a Board member or staff member (who has raised that issue with the Board prior to the start of the meeting) requests that an item be removed for separate consideration.

Lauren Bauer noted that, unlike previous amendments for which the Agency was the only signatory, the Amended and Restated Project Recovery Operations Plan (Consent Agenda Item No. 3) also requires the signatures of the Pioneer Project recovery participants, and that staff are working with those participants to secure their signatures.

Action: Director Lundquist made a motion and Director Johnson seconded to approve the Consent Agenda as presented.

Ayes: Fast, Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar

Noes: None

Absent: None

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Subject: Administrative Operations Committee

Nick Pavletich noted that the November and December Board meetings are scheduled for Wednesday, November 18, and Wednesday, December 16, 2026. He also provided updates on the Financial Report and Treasury Report.

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Subject: State Water Project Policy Committee

Craig Wallace provided an update on Delta Conveyance activities.

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Taryn Ravazzini provided an update on Legislative Activities.

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Craig Wallace provided an update on State Water Contractors meetings.

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Craig Wallace provided a report on 2026 State Water Project and Central Valley Project allocations and operations.

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Subject: Water Resources Committee

Lauren Bauer reported on ongoing recharge operations, including use of the new Nord turnout, the annual Improvement District No. 3 emergency response training, and the Water Education Foundation's first Kern River tour, to be held November 4 through 6, 2026.

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Action: Director Fast made a motion and Director Cattani seconded to continue the emergency action regarding golden mussels, as outlined in the October 22, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 2a.

Ayes:	Fast, Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar
Noes:	None
Absent:	None

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Monica Tennant provided an update on the Kern County Water Agency's Response to Local Golden Mussel Detections.

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Josh Newfield provided a report on 2026 Local State Water Project Operations and Water Transfers, Exchanges and Purchases.

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Authorization to Execute the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for the Temporary Replacement of the N-2 Siphon, was tabled.

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Micah Clark provided a report on 2026 water banking operations, and Michelle Anderson provided information regarding the current water levels in the aquifer.

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Michelle Anderson reported on the Kern Non-Districted Lands Authority meeting held on September 28, 2026, which Director Fast attended.

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Subject: Cross Valley Canal Committee

Lauren Bauer reported on current operations, including the restoration of power to Cross Valley Canal (CVC) facilities following recent PG&E outages.

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Lauren Bauer reported that the CVC Advisory Committee did not meet in October, and that its next meeting will be held on Monday, November 16, 2026.

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Kassidy Frey provided a report on CVC operations and deliveries.

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Subject: Improvement District No. 4 Committee

Wes Shryock provided updates on current operations and maintenance projects, welcomed Madison Robinson as Management Assistant, and announced that David Pieper has accepted a position closer to his family and will therefore be leaving the Agency.

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Wes Shryock reported that the Urban Bakersfield Advisory Committee met on Wednesday, October 21, 2026, and Directors Fast, Lundquist, Milobar, and Wulff attended the meeting.

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Director Wulff commented on Improvement District No. 4's evaluation of golden mussel treatment options and shared information on emerging research into impressed-current copper anode systems to protect pumps, intakes and pipelines.

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Wes Shryock reported on the Kern River Groundwater Sustainability Agency meeting.

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Wes Shryock provided a report on Kern Water Bank Activities.

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Veronica Arreola provided a report on the Improvement District No. 4 2026 water supply and management plan.

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Gabriel Ornelas provided a report on the Henry C. Garnett Water Purification Plant.

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Subject: Engineering and Groundwater Services Committee

J.T. Gardiner provided an update on construction/maintenance projects, including completion of the Nord Siphon Turnout Replacement Project and the West Basin Levee Reconstruction Project.

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Action: Director Kroeker made a motion and Director Wulff seconded to adopt Resolution No. 52-26 authorizing the Improvement District No. 4 Manager to execute the Notice of Award for the Improvement District No. 4 North & East Pipeline Continuity Restoration Project – Contract No. KCWA 2026-05.

Roll call vote:	Ayes:	Fast, Wulff, Lundquist, Cattani, Johnson, Kroeker and Milobar
	Noes:	None
	Absent:	None

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Subject: Correspondence

The Board packet included for review the California Farm Water Coalition member's Board report.

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Subject: New Business

None.

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President Milobar adjourned the meeting at 2:22 p.m.

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Minutes approved by the Board of Directors of the Kern County Water Agency this 18th day of November, 2026.

BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY

By: _____
President

ATTEST:

By: _____
Board Secretary

DRAFT

MINUTE ORDER
APPROVAL PAGE

November 18, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$13,267,644.10
Exhibit	"B"	

REVIEWED AND APPROVED BY:

PRESIDENT

DIRECTOR

MINUTE ORDER

November 18, 2026
EXHIBIT "A"
Page One

It was moved by Director and seconded by Director .
Motion to approve the claims for the claimants set forth on Exhibit A attached
hereto and to approve payment of the bills therefore in the amount of: $13,267,644.10

VENDOR NAME	COMMENTS	TOTAL		GENERAL FUND	STATE CONTRACT PAYMENT FUND	CROSS VALLEY CANAL FUND	PIONEER PROJECT FUND	OTHER FUNDS	NAME OF OTHER FUNDS
Department of Water Resources	State Water Project Costs	9,552,097.00			9,552,097.00				
Payroll Costs	Pay Periods 26-21, 26-22, 26-23	1,556,486.34	[1]					1,556,486.34	Multiple Funds
Pacific Gas & Electric	October-November Charges	855,301.62	*	8,091.49		840,398.72	6,694.93	116.48	KCWA/BM
Tulare Lake Basin Water Storage District	Kern River Water Exchange	317,500.00	*					317,500.00	Lower River
Berrenda Mesa Water District	Reimbursement of 2023-25 4% Reserves	193,762.94	*				71,547.66	122,215.28	KCWA/BM
ACWA JPIA	Liability Insurance Dues	156,705.22						156,705.22	Multiple Funds
Wheeler Ridge-Maricopa Water Storage District	Reimbursement of 2023-25 4% Reserves	98,174.50	*				98,174.50		
Belridge Water Storage District	Reimbursement of 2023-25 4% Reserves	92,140.36	*				80,072.08	12,068.28	KCWA/BM
Lost Hills Water District	Reimbursement of 2023-25 4% Reserves	58,617.36	*				54,307.26	4,310.10	KCWA/BM
Semitropic Water Storage District	Reimbursement of 2023-25 4% Reserves	48,177.34	*				48,177.34		
US Bank	October 2026 Credit Cards	39,883.78	[1]					39,883.78	Multiple Funds
Hills Valley Irrigation District	Transaction Request Fee Reimbursement	36,137.00	*			36,137.00			
Wm. B. Saleh Co.	Redwood Siding Maintenance	36,054.00		36,054.00					
Ernst & Young LLP	Audit Services	33,950.00			33,950.00				
Target Specialty Products	Chemicals	22,963.63	*			22,963.63			
Meyer Civil Engineering Inc.	Engineering Consulting	22,363.80				18,757.55	945.00	2,661.25	ID1
Lagerlof LLP	Legal Services	18,160.00						18,160.00	Multiple Funds
Nossaman LLP	Legal Services	16,130.00			16,130.00				
Business Initiatives	Manager Training	12,750.00						12,750.00	Multiple Funds
The Gualco Group Inc.	State Legislative Analyst	12,640.00		505.60	12,134.40				
Rosedale-Rio Bravo Water Storage District	Transaction Request Fee Reimbursement	12,144.00	*			12,144.00			
Somach Simmons & Dunn	Legal Services	10,602.63	*					10,602.63	Lower River
City of Bakersfield	Water Deliveries	10,033.29					10,033.29		
Amarok	Electrical Fencing	6,385.70		6,385.70					
Dee Jaspar & Associates Inc.	Engineering Consulting	5,936.74	*				2,874.11	3,062.63	KCWA/BM, Kelso Creek
Woodard & Curran	Technical Support for Pioneer GSP	5,855.00					5,855.00		
Cawelo Water District	Transaction Request Fee Reimbursement	5,275.00	*			5,275.00			
Sagaser, Watkins & Wieland PC	Legal Services	4,087.50				4,087.50			
Lower Tule River Irrigation District	Transaction Request Fee Reimbursement	3,797.00	*			3,797.00			
Pixley Irrigation District	Transaction Request Fee Reimbursement	3,760.00	*			3,760.00			
Belridge Water Storage District	Transaction Request Fee Reimbursement	3,750.00	*		3,750.00				
Kern Delta Water District	Transaction Request Fee Reimbursement	2,839.00	*			2,839.00			
South Valley Biology Consulting LLC	Biological Consulting	2,364.04				774.52		1,589.52	KCWA/BM
Belden Blaine Raytis LLP	Legal Services	2,205.00		2,205.00					
Northern Digital Inc.	Engineering Consulting	1,700.00				1,700.00			
Arvin-Edison Water Storage District	Transaction Request Fee Reimbursement	1,697.00	*			1,697.00			
Tejon-Castac Water District	Reimbursement of 2023-24 4% Reserves	1,628.26					1,628.26		
North Kern Water Storage District	Golden Mussles Campaign	1,428.56			1,428.56				
Liebert Cassidy Whitmore	Legal Services	700.00		700.00					
Providence Strategic Consulting Inc.	Public Information Consulting	645.00						645.00	Multiple Funds
Employee Expense Claims	October 2026 Reimbursements	435.49						435.49	Multiple Funds
County of Tulare	Transaction Request Fee Reimbursement	178.00	*			178.00			
County of Fresno	Transaction Request Fee Reimbursement	148.00	*			148.00			
Tri-Valley Water District	Transaction Request Fee Reimbursement	54.00	*			54.00			
PAGE TOTALS		$13,267,644.10		$53,941.79	$9,619,489.96	$954,710.92	$380,309.43	$2,259,192.00	

[1] Invoice Previously Paid
[*] Invoice added after Board mailout
Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available.

MINUTE ORDER
APPROVAL PAGE

November 18, 2026

Total Amounts Approved for Payment:

Exhibit	"A"	$669,483.82

REVIEWED AND APPROVED BY:

PRESIDENT _____

DIRECTOR _____

MINUTE ORDER

November 18, 2026
EXHIBIT "A"
Page One

It was moved by Director and seconded
by Director that the following claims
for the claimants hereinafter set forth be approved; $669,483.82

VENDOR NAME	COMMENTS	IMPROVEMENT DISTRICT #4	
Pacific Gas & Electric	October-November Charges	306,679.56	*
Bank of New York Mellon	Semi-Annual Bond Payments	89,198.46	
Scelzi Enterprises Inc.	Service Truck	85,042.71	
Deere & Company	Utility Tractor	53,833.79	*
Superior Ag Construction	Removal of Precipitated Solids	48,000.00	
Charles P. Crowley Company	Streaming Current Meters	31,723.12	
Secure Systems	Access Control Systems	20,541.27	
Amarok	Electric Fencing	15,094.30	
Sarah Clayton	Water Education Consulting	11,061.53	
AECOM	Engineerging Consulting	3,525.00	
South Valley Biology Consulting LLC	Biological Consulting	1,690.52	
North Kern Water Storage District	Golden Mussles Campaign	1,428.56	
Northern Digital Inc.	Engineerging Consulting	1,195.00	
Dee Jaspar & Associates Inc.	Engineerging Consulting	470.00	*
PAGE TOTALS		669,483.82	

[1] Invoice Previously Paid
[*] Invoice added after Board mailout
Note: An expense reimbursement report pursuant to Government Code Section 53065.5 is available

Kern County Water Agency

Payment Summary by Amount

10/1/2026 - 10/31/2026

Payee Name	Check Number	Check Date	Amount
Department of Water Resources	136196	10/27/2026	$ 6,940,180.00
Department of Water Resources	136117	10/13/2026	3,882,304.00
BNY Mellon	Wire Transfer	10/29/2026	1,909,272.32
Nicholas Construction	136213	10/27/2026	526,133.75
Performance Grading Inc.	136226	10/27/2026	313,542.47
Asure-Payroll	ACH Debit	10/26/2026	254,695.78
Asure-Payroll	ACH Debit	10/09/2026	222,510.40
KCERA	County EFT	10/13/2026	167,895.07
KCERA	County EFT	10/29/2026	163,977.88
Kern Water Bank Authority	136210	10/27/2026	157,086.56
Innomotics LLC	136162	10/23/2026	114,761.24
IRS/EDD - Payroll Tax Deposit	ACH Debit	10/13/2026	112,198.40
IRS/EDD - Payroll Tax Deposit	ACH Debit	10/27/2026	107,914.48
Pacific Gas and Electric	136225	10/27/2026	79,130.50
Three-Way Chevrolet	136164	10/26/2026	44,655.99
U.S. Bank Corporate Payment Systems	136252	10/30/2026	39,883.78
U.S. Bank Corporate Payment Systems	136116	10/08/2026	33,882.12
ACWA	136166	10/27/2026	32,235.00
Kern County Auditor-Controller	136115	10/08/2026	30,398.00
Lagerlof LLP	136147	10/13/2026	23,324.12
Ag Energy Consumers Association	136168	10/27/2026	23,000.00
Amarok LLC	136169	10/27/2026	21,480.00
Dudek	136197	10/27/2026	20,626.25
Carney's Business Technology Center	136114	10/08/2026	20,000.00
Nossaman LLP	136215	10/27/2026	19,825.00
Clayton, Sarah	136161	10/23/2026	18,974.91
Gualco Group,The	136203	10/27/2026	12,640.00
Dee Jaspar & Associates Inc.	136195	10/27/2026	12,334.64
Empower Retirement	ACH Debit	10/30/2026	11,959.80
Empower Retirement	ACH Debit	10/15/2026	11,902.80
Hillcrest Air Conditioning & Sheet Metal	136142	10/13/2026	11,841.00
Pacific Gas and Electric	136221	10/27/2026	10,116.62
Flyers Energy LLC	136201	10/27/2026	8,787.86
AECOM Water	136122	10/13/2026	8,500.00
Sacramento Air Charter LLC	136118	10/13/2026	7,151.31
Soils Engineering Inc.	136237	10/27/2026	5,274.00
AT&T Mobility	136174	10/27/2026	4,950.25
Venable's Tree Service	136244	10/27/2026	4,500.00
Senator Seagate L.P.	136235	10/27/2026	4,470.00
AT&T Mobility	136175	10/27/2026	4,305.84
WESCO Distribution Inc.	136248	10/27/2026	4,135.90
City of Bakersfield	136191	10/27/2026	4,013.76

Kern County Water Agency

Payment Summary by Amount

10/1/2026 - 10/31/2026

Payee Name	Check Number	Check Date	Amount
Mr. Fix-It Professional Handyman Services	136148	10/13/2026	3,975.75
McCormick Landscape Service Inc.	136211	10/27/2026	3,848.00
Stinson's	136240	10/27/2026	3,589.55
Sagaser Watkins & Wieland PC	136232	10/27/2026	3,525.00
Somach Simmons & Dunn Attorneys at Law	136238	10/27/2026	3,323.00
Kern Glass & Aluminum Company	136145	10/13/2026	3,184.00
Amazon Capital Services	136123	10/13/2026	2,996.39
Prestige Worldwide Inc.	136154	10/13/2026	2,965.00
Prestige Worldwide Inc.	136228	10/27/2026	2,965.00
Electrical Power Systems Inc.	136140	10/13/2026	2,930.00
Bray Sales Inc.	136181	10/27/2026	2,790.15
Dale Fye DBA Developing Solutions	136139	10/13/2026	2,271.25
South Valley Water Resource Authority	136239	10/27/2026	2,080.00
Pacific Gas and Electric	136224	10/27/2026	1,945.07
AT&T	136173	10/27/2026	1,933.06
Mr. Fix-It Professional Handyman Services	136212	10/27/2026	1,918.13
Kern County Superintendent of Schools	136208	10/27/2026	1,916.25
Amazon Capital Services	136170	10/27/2026	1,896.58
Provost & Pritchard Inc.	136230	10/27/2026	1,880.05
SEIU	136234	10/27/2026	1,524.08
Office Depot	136150	10/13/2026	1,406.00
Providence Strategic Consulting Inc	136229	10/27/2026	1,365.00
Sequoia Sandwich Company	136155	10/13/2026	1,304.16
B & R Tools	136179	10/27/2026	1,281.59
Clerou Tire Company Inc.	136192	10/27/2026	1,148.37
Texas Refinery Corp.	136242	10/27/2026	1,139.51
Kern Print Services	136146	10/13/2026	1,090.19
Northern Digital Inc	136214	10/27/2026	1,036.50
Stinson's	136241	10/27/2026	1,028.81
Carney's Business Technology Center	136189	10/27/2026	941.78
TPx Communications	136163	10/23/2026	930.66
CalNeva Water	136185	10/27/2026	880.00
Vestis	136160	10/13/2026	801.31
Vestis	136245	10/27/2026	780.42
Prince, Stephanie	136251	10/30/2026	704.96
City of Bakersfield	136138	10/13/2026	684.11
Westcoast Hydraulics Inc.	136250	10/27/2026	533.31
Jack Davenport Sweeping Services Inc.	136143	10/13/2026	490.00
Advanced Data Storage	136121	10/13/2026	480.00
Personal Pest Prevention	136227	10/27/2026	475.00
Ferguson Enterprises Inc. #686	136200	10/27/2026	429.71
Berchtold Equipment Co.	136180	10/27/2026	407.44

Kern County Water Agency

Payment Summary by Amount

10/1/2026 - 10/31/2026

Payee Name	Check Number	Check Date	Amount
Personal Pest Prevention	136153	10/13/2026	407.00
Secure Systems	136233	10/27/2026	402.00
Avadine	136178	10/27/2026	400.00
Comcast	136194	10/27/2026	381.91
Pacific West Sound Inc.	136152	10/13/2026	350.10
Coastline Equipment	136193	10/27/2026	348.91
U.S. Bank	136243	10/27/2026	338.87
Wagner,Paul	136247	10/27/2026	318.75
Charter Communications	136190	10/27/2026	293.51
Carney's Business Technology Center	136188	10/27/2026	280.00
Car Wash Partners Inc. dba Mister Car Wash	136113	10/08/2026	264.00
Car Wash Partners Inc. dba Mister Car Wash	136187	10/27/2026	264.00
FedEX	136141	10/13/2026	259.06
Silvas Oil Company Inc.	136236	10/27/2026	247.78
Jack Davenport Sweeping Services Inc.	136205	10/27/2026	245.00
Capital Industrial Medical Supply	136186	10/27/2026	243.18
Charter Communications	136137	10/13/2026	230.00
AT&T	136172	10/27/2026	228.75
Jim Burke Ford	136207	10/27/2026	195.74
Vestis	136246	10/27/2026	193.85
Advanced Data Storage	136167	10/27/2026	149.00
A-1 Battery Co.	136119	10/13/2026	140.83
WestAir Gases & Equipment Inc.	136249	10/27/2026	135.92
Open & Shut Enterprises	136151	10/13/2026	130.00
Open & Shut Enterprises	136217	10/27/2026	130.00
Vestis	136159	10/13/2026	124.60
Nunez, Justin	136216	10/27/2026	122.10
Auto Zone	136177	10/27/2026	121.54
Grainger	136202	10/27/2026	120.38
Budget Bolt Inc.	136182	10/27/2026	111.82
California Water Service Company	136133	10/13/2026	110.41
AT&T Mobility	136176	10/27/2026	108.50
Fanucchi, Dominic	136198	10/27/2026	103.89
FedEX	136199	10/27/2026	94.38
Pacific Gas and Electric	136219	10/27/2026	94.22
AT&T	136124	10/13/2026	94.18
Ameriflex	ACH Debit	10/15/2026	92.70
AT&T	136125	10/13/2026	78.89
Home Depot Credit Services	136204	10/27/2026	75.35
AT&T	136126	10/13/2026	66.06
Pacific Gas and Electric	136218	10/27/2026	57.46
Applied Technology Group Inc.	136171	10/27/2026	55.00

Kern County Water Agency

Payment Summary by Amount

10/1/2026 - 10/31/2026

Payee Name	Check Number	Check Date	Amount
Pacific Gas and Electric	136223	10/27/2026	47.01
Pacific Gas and Electric	136222	10/27/2026	43.43
A-1 Smog	136165	10/27/2026	41.75
Kern County Tax Collector	136209	10/27/2026	38.58
California Water Service Company	136183	10/27/2026	36.37
Jerry and Keith's Inc.	136206	10/27/2026	36.37
AT&T	136129	10/13/2026	31.37
AT&T	136127	10/13/2026	30.18
AT&T	136128	10/13/2026	30.18
California Water Service Company	136184	10/27/2026	28.41
Raymond's Trophy & Awards	136231	10/27/2026	16.24
Pacific Gas and Electric	136220	10/27/2026	5.45
		Total	$ 15,488,161.92

Legend:

County EFT (Electronic Funds Transfer)

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

ACH Debit (Automated Clearing House)

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

Wire Transfer

- Transfer from the Agency checking account to the vendor.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 3

FROM: Michelle Anderson/Lauren Bauer

DATE: November 18, 2026

SUBJECT: Consideration and Approval of Exceedance Policy and Action Plans Version 3.0 and Degraded Water Quality Implementation Provisions Version 2.0

Issue:
Consideration and Approval of Exceedance Policy and Action Plans Version 3.0 and Degraded Water Quality Implementation Provisions Version 2.0 on behalf of the Pioneer Groundwater Sustainability Agency.

Recommended Motion:
Adopt the Kern Subbasin Exceedance Policy and Action Plans Version 3.0 and Degraded Water Quality Implementation Provisions Version 2.0 on behalf of the Pioneer Groundwater Sustainability Agency as outlined in the November 18, 2026, staff memorandum to the Board of Directors, Agenda Item No. 3.

Discussion:
The 2025 Plan includes an Exceedance Policy and associated Action Plans for each Sustainability Indicator (Appendix K). The Action Plans were intended to function as iterative, adaptive management documents that may be reviewed and revised as needed based on new information, data, tools, or technical analyses, without requiring an amendment to the overarching 2025 Plan (see Appendix K, pp. 1-2).

Version 3.0 (August 2026) reflects the following revisions across all Action Plans:

- Clarifies that the Groundwater Sustainability Agency (GSA) will provide other Subbasin GSAs a summary of the Exceedance Investigation Reports including a tabulation of minimum threshold (MT) exceedances related to GSA groundwater management activities, and notifications mailed (if applicable), during Annual Report production.

Version 3.0 (August 2026) also reflects the following revisions specific to the Action Plan for Degraded Water Quality, based on lessons learned from the Spring 2026 sampling event:

- Specifies notifications to domestic well owners will be mailed once per water year.
- Revises the timeline for the exceedance investigation to 90 days from the confirmed sample result.

- Details that for cases where there is a recurring exceedance at a RMW-WQ for the same constituent of concern, an abbreviated exceedance investigation will be conducted to confirm the original investigation findings. If conditions remain similar, confirming conclusions from the prior investigation, the results will be presented in an abbreviated Exceedance Investigation Report. If conditions have changed, a complete exceedance investigation and Report will be completed.
- Revises the timeline of non-nitrate notifications to be within 10 days after the completion of the Exceedance Investigation Report.
- Specifies the GSA should consider initiating Projects and Management Actions if the Exceedance Investigation Report concludes that the exceedance is due to GSA groundwater management activities.

The Degraded Water Quality Implementation Provisions (Appendix K-2) have been updated with the revisions detailed above for consistency.

Agency Staff have reviewed the Kern Subbasin Exceedance Policy and Action Plans Version 3.0 provided as Attachment 1 and Degraded Water Quality Implementation Provisions Version 2.0 provided as Attachment 2 and recommend adoption.

KERN SUBBASIN EXCEEDANCE POLICY

Version 3.0 (August 2026)

1. Introduction

The 2025 Amended Groundwater Sustainability Plan (2025 Plan) establishes Sustainable Management Criteria (SMCs) for four applicable Sustainability Indicators in the Kern County Subbasin (Kern Subbasin):

- Chronic Lowering of Groundwater Levels,
- Reduction of Groundwater Storage (using groundwater levels as proxy),
- Degraded Water Quality, and
- Land Subsidence.

This Kern Subbasin Exceedance Policy (Exceedance Policy) sets forth a common set of protocols and guidelines for the Kern Subbasin Groundwater Sustainability Agencies (GSAs) to follow after a reported exceedance at a single Representative Monitoring Site (RMS). The Exceedance Policy plays a fundamental role in implementation of the 2025 Plan as it:

1. Provides a consistent methodology for evaluating exceedance(s), including investigation into the cause and contributing factor(s);
2. Establishes notification protocols; and
3. Gathers critical information for implementation of the Kern Subbasin Well Mitigation Program (Appendix G to the 2025 Plan).

The Exceedance Policy is applicable to Minimum Threshold (MT) exceedances for groundwater levels, Water Quality Objectives (WQO) and/or MT exceedances for degraded water quality, and Interim Milestone (IM) exceedances for subsidence.

By adopting this Exceedance Policy, the Kern Subbasin GSAs agree to continued collaboration and coordination across the Kern Subbasin, transparent communications to stakeholders of groundwater and subsidence conditions in the Kern Subbasin, and to address specific exceedances through proactive identification and implementation of as needed targeted projects and/or management actions (P/MAs) designed to avoid future exceedances, and therefore undesirable results (URs).

Sustainability Indicator Action Plans

This Exceedance Policy is paired with a companion Action Plan for each applicable Sustainability Indicator. The Action Plans will be reviewed and revised as necessary based on lessons learned, resolution of data gaps, new monitoring data and/or tools become available, and as technical analyses evolve. The Action Plans are designed to be iterative documents with adaptive management anticipated, as needed.

2. Purpose

As established in the Coordination Agreement, each GSA is responsible for monitoring groundwater levels, groundwater quality, and land subsidence conditions at identified RMS within its respective boundaries to evaluate ongoing compliance with the 2025 Plan. In addition to collecting data within each GSAs boundaries, it is essential that the GSAs share results with each other and with Kern Subbasin stakeholders, including beneficial users of groundwater (e.g., cities, community water systems, domestic well users, etc.).

Accordingly, the Kern Subbasin GSAs agree to follow common monitoring protocols as outlined in the Standard Operating Procedures (Appendix M to the 2025 Plan) and to use a shared Data Management System (DMS) for storing and sharing monitoring results, as detailed in the Coordination Agreement (Appendix C-1).[1]

Per the 2025 Plan, the Kern Subbasin GSAs will utilize data collected at the RMS to evaluate groundwater and subsidence conditions and work cooperatively to avoid Subbasin-wide URs. Kern Subbasin conditions are assessed and documented in the Kern Subbasin's Annual Report, which is submitted to the California Department of Water Resources (DWR) annually by April 1. Each Annual Report will include information regarding compliance with, or exceedance of, SMCs.

3. Policy

The Exceedance Policy below supplements the Kern Subbasin's annual reporting by further documenting actions that will be taken to understand and address MT (or IM, for subsidence) exceedances and avoid future MT exceedances that may lead to undesirable results. The Exceedance Policy incorporates the following five general elements:

1) The GSA agrees to conduct monitoring at each applicable RMS or will compile publicly available data at each applicable RMS, per the Kern Subbasin's monitoring protocols.
2) The GSA agrees to upload monitoring results to the Kern Subbasin DMS per the Coordination Agreement. If there is an MT exceedance at an RMS, a notification will be sent to all Kern Subbasin GSAs identifying the location and date of the MT exceedance.
3) Within 60 days of an MT (or IM, for subsidence) exceedance notification, the GSA responsible for the RMS agrees to initiate an exceedance investigation. The exceedance investigation will evaluate conditions surrounding the RMS that may be contributing to the exceedance and follow the protocols outlined in the

[1] Use of a single DMS across the Kern Subbasin ensures that all data and information regarding groundwater conditions is available for preparation of a single Annual Report for the Kern Subbasin.

applicable Action Plan. Findings will be documented in an Exceedance Investigation Report prepared by a qualified technical professional.

4) During Annual Report production, the GSA agrees to provide a summary of Exceedance Investigation Report(s) to other Subbasin GSAs and other appropriate agencies (e.g., DWR California Aqueduct Subsidence Program or Friant Water Authority). Individual Exceedance Investigation Reports will be provided upon request. Subbasin GSAs will review the summaries (and associated requested Exceedance Investigation Reports) during review of the annual report. If an exceedance is caused by groundwater management activities, it will count towards the criteria for assessing URs. Following review, Subbasin GSAs may recommend the GSA in which the exceedance(s) occurred consider implementation of P/MAs to prevent a continued exceedance. Note; the duration of the Exceedance Investigation Report process for the various SMCs may vary, details of which are discussed in those particular sections of the respective Action Plan.
5) The Exceedance Investigation Report(s) will be included in the Annual Report submitted to DWR for the applicable water year.

ACTION PLAN FOR CHRONIC LOWERING OF GROUNDWATER LEVELS

Version 2.0 (August 2026)

1. Introduction

This Action Plan for Chronic Lowering of Groundwater Levels is a companion document to the Kern Subbasin Exceedance Policy. This Action Plan describes the protocols for Key Elements 1 (monitoring) and Step 3 (exceedance investigation) of the Exceedance Policy as they apply to the Chronic Lowering of Groundwater Levels Sustainability Indicator.

2. Monitoring for Chronic Lowering of Groundwater Levels

As described in the Kern Subbasin Monitoring Network & Protocols (Appendices L1 and M1 of the 2025 Plan), groundwater levels must be measured at each approved Representative Monitoring Well for Chronic Lowering of Groundwater Levels (RMW-WL) twice annually, during the following time frames:

- Spring (seasonal high): January 15 to March 30, and
- Fall (seasonal low): August 15 to November 15.

The Kern Subbasin Groundwater Sustainability Agencies (GSAs) are required to upload seasonal (Spring and Fall) groundwater elevation data to the Kern Subbasin Data Management System (DMS). While some GSAs may take more frequent readings, only Spring and Fall measurements are currently utilized to identify Minimum Threshold (MT) exceedances. If an MT at an RMW-WL is exceeded, the DMS will notify all Kern Subbasin GSAs of the exceedance, including the location and date.

3. Exceedance Investigation

An exceedance investigation is required when a Spring or Fall groundwater elevation measurement at a RMW-WL exceeds its Chronic Lowering of Groundwater Levels MT. Figure 1 below shows the general steps for an MT exceedance related to Chronic Lowering of Groundwater Levels:

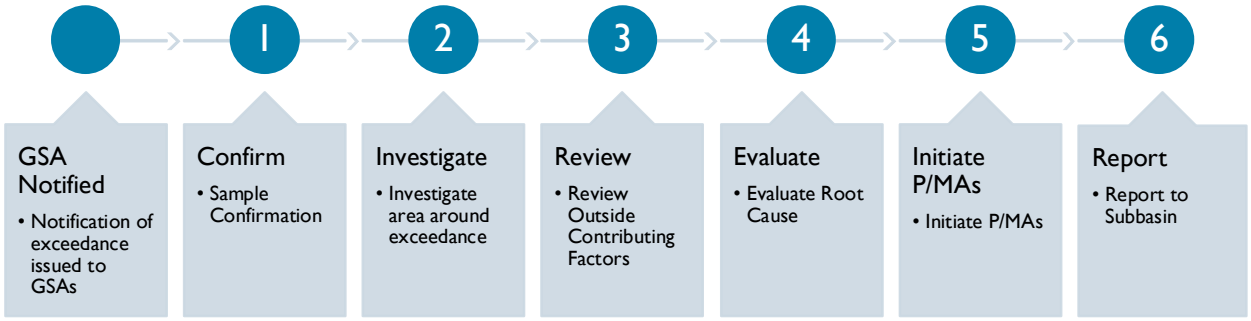


Figure 1. MT Exceedance Investigation Steps for Chronic Lowering of Groundwater Levels

Once an initial MT exceedance notification has been issued to the GSA through the DMS, the following steps shall be taken by the relevant GSA, or multiple GSAs, depending on groundwater conditions observed and result of seasonal measurements.

Step 1: Confirm Result

The GSA will confirm the reported result, as follows:

- Review field notes and confirm measurement;
- If measurement cannot be confirmed on field notes, re-measure depth to groundwater at RMW-WL; and
- Document location, well construction, lithology, condition of well.

If the confirmation measurement confirms there was not an MT exceedance, no additional action is required.

Step 2: Investigate Area Around Exceedance

The GSA will designate an independent, qualified, credentialed professional (professional) to perform an Exceedance Investigation. The professional will investigate the area around the RMW-WL with the MT exceedance, identifying any changes in land or water use, and comparing nearby groundwater level trends, as follows.

- Locate nearby production wells, document any new wells or groundwater users;
- Map current land use and compare to any recent changes in local land use;
- Describe local geology;
- Document water district/GSA operating conditions (i.e. surface water availability, water demand patterns, or changes in system); and
- Plot hydrographs of nearby wells that represent the similar groundwater conditions as the RMW that exceeded its MT, giving consideration to hydrogeologic features that affect groundwater conditions, as appropriate.

Step 3: Review Outside Contributing Factors

The professional will review outside contributing factors to the MT exceedance, including conditions and climactic conditions in adjacent areas managed by other GSA(s) and/or subbasin(s), as follows:

- Communicate, coordinate, and share data with neighboring GSAs and/or subbasins;
- Review regional groundwater elevation contour maps and/or the DMS for the RMW-WL network groundwater levels; and
- Document water year type, precipitation, and evapotranspiration (ET).

Step 4: Evaluate Root Cause

The professional will evaluate root cause for the MT exceedance to support a determination of whether the MT exceedance is due to groundwater management activities (e.g., groundwater extractions, recharge, or groundwater level changes), as follows:

- Provide assessment of well construction and/or well condition;
- Analyze groundwater level trends since (at least) 2015 using observed hydrograph data, Mann-Kendall test, or equivalent;
- Assess seasonal variation and range of groundwater levels measurements;
- Document changes in local demand;
- Identify whether current water levels have exceeded the recent historical low groundwater level; and
- Identify whether groundwater extraction volumes within a representative area around the relevant RMW-WL have changed in the last 1-3 years relative to the period preceding the exceedance.

Step 5: Evaluate and Initiate Projects or Management Actions

The GSA will consider the need for increasing the monitoring frequency in the relevant RMW-WL to monthly. The monitoring frequency for nearby RMW-WLs that may be in the radius of influence (as determined through Action Plan Steps 2 through 4) will also be evaluated.

The GSA will also consider whether targeted P/MAs are necessary or appropriate to improve groundwater levels to prevent future MT exceedances. This assessment will include reviewing the timelines and anticipated benefits of P/MAs and identifying whether accelerating planned P/MA schedules or creating new adaptive P/MAs is warranted. The GSA will develop a timeline for implementing any additional P/MA(s).

Step 6: Report to Subbasin GSAs

The GSA will annually submit a summary of exceedances to other Subbasin GSAs as part of the annual reporting process. The summary will: include the following:

- Tabulate the GSA's MT exceedance(s) over the water year;
- Document the technical professional's finding as to whether the MT exceedance is related to groundwater management activities;
    - If yes, the GSA will describe any additional P/MA(s) to be implemented, including timeline(s) for initiation;
    - If no, the GSA will continue to monitor the RMW-WL per the Kern Subbasin monitoring protocols;
- Present any recommendations for additional monitoring; and
- Describe the notification procedures (e.g., distribution list, form and method(s) of notice, timeline, documentation, etc.)

ACTION PLAN FOR DEGRADED WATER QUALITY

Version 2.0 (August 2026)

1. Introduction

This Action Plan for Degraded Water Quality is a companion document to the Kern Subbasin Exceedance Policy (Exceedance Policy). This Action Plan describes the protocols for Key Elements 1 (monitoring) and 3 (exceedance investigation) of the Exceedance Policy as they apply to the Degraded Water Quality Sustainability Indicator.

The Action Plan for Degraded Water Quality will be triggered by an exceedance of a water quality objective (WQO) or an MT exceedance as related to an identified constituent of concern (COC) at a Representative Monitoring Well for Degraded Water Quality (RMW-WQ). This ensures that notification protocols are followed to alert the public to potential health risks, as appropriate.

The 2025 Plan identifies six COCs: arsenic, nitrate, nitrite, total dissolved solids (TDS), 1,2,3-trichloropropane (1,2,3-TCP), and uranium. Of these COCs, arsenic, nitrate, nitrite, 1,2,3-TCP, and uranium have established WQOs based on primary drinking water standards for the protection of public health. TDS is regulated under secondary drinking water standards based on aesthetic and operational concerns.

2. Monitoring for Degraded Water Quality

As described in the Kern Subbasin Monitoring Network & Protocols (Appendix L-1 and M-2 of the 2025 Plan), groundwater quality samples for the identified COCs must be measured at each RMW-WQ twice annually, within approximately two weeks of groundwater level measurements, to the extent feasible.

The Groundwater Sustainability Agencies (GSAs) are required to upload seasonal (Spring and Fall) groundwater quality sample results to the Kern Subbasin Data Management System (DMS). While some GSAs may take more frequent readings, only the Spring and Fall samples are currently utilized to identify exceedances. If a sample at a RMW-WQ exceeds the WQO (based on a drinking water standard)[2] and/or MT, the DMS will notify all GSAs of the exceedance, including the location and date.

3. Exceedance Notification and Investigation

Exceedance notifications to domestic well owners will be provided once per water year. An exceedance notification is triggered when a Spring or Fall groundwater quality sample from a RMW-WQ has a concentration that exceeds the WQO based on a primary drinking water standard. Additionally, an exceedance investigation is triggered

[2] For purposes of the 2025 Plan, water quality objectives include primary Maximum Contaminant Levels (MCLs), and Secondary Maximum Contaminant Levels (SMCLs), as established in the Water Quality Control Plan for the Tulare Lake Basin (Basin Plan) based on a maximum contaminant level (MCL).

when the corresponding confirmed groundwater quality sample also exceeds the Degraded Water Quality MT for the identified COC(s). When there is an exceedance of a WQO based on a primary drinking water standard for a COC, the timing for notification to domestic and non-public well owners[3] within the specified radius of an RMW-WQ varies depending on the COC. For nitrate exceedances, notification to nearby domestic and non-public well owners will occur within 30-days from sample confirmation. For arsenic, nitrite, 1,2,3-TCP, and uranium, notification to domestic and non-public well owners will be provided within 10-days after completion of the exceedance investigation. The exceedance investigation (triggered upon confirmed exceedance of the Degraded Water Quality MT) will be completed within 90-days of the confirmed sample result. In instances where there is a recurring exceedance at a RMW-WQ for the same COC, an abbreviated exceedance investigation will be conducted confirming the original investigation findings. Figure 2 below shows the general action plan steps for an exceedance related to Degraded Water Quality.

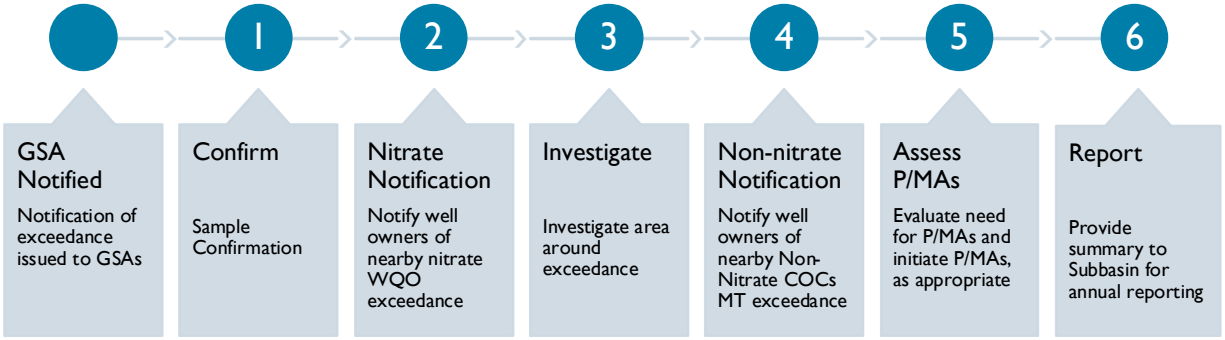


Figure 2. Action Plan Steps for an Exceedance related to Degraded Water Quality

Figure 3 below outlines the general notification and investigation procedures under Steps 1 through 4 and is followed by detailed descriptions of each step.

[3] The terms domestic well owner and non-public well as used in this appendix mean domestic wells that serve up to four service connections.

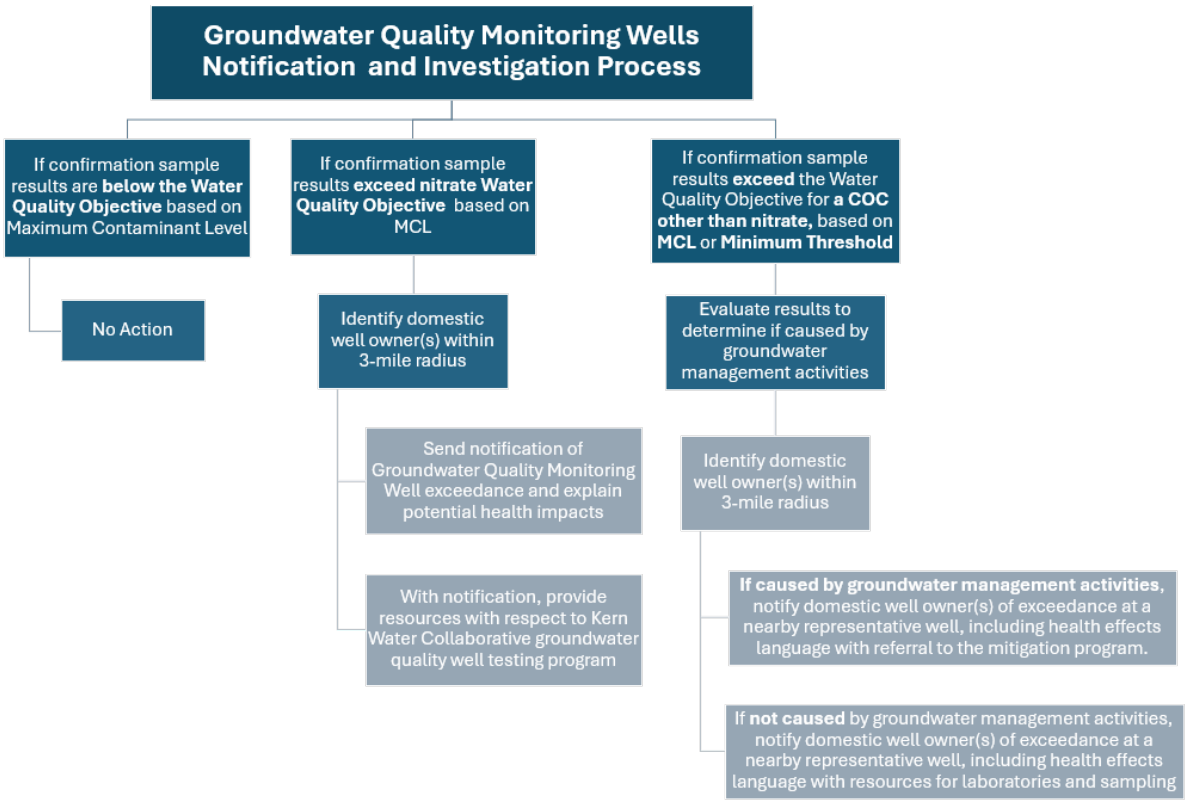


Figure 3. Notification and Investigation Procedures for Groundwater Quality Monitoring Wells

Once a GSA is notified that a WQO or MT has been exceeded (by the DMS or laboratory), the relevant GSA or GSAs will take the following steps.

Step 1: Confirm Result

The GSA will confirm the reported result exceeds the WQO, based on either a primary MCL and/or MT exceedance, as follows:

- Review lab sheets or field notes;
- Collect a confirmation sample by re-sampling the RMW-WQ; and
- Document location, condition of well, well construction (as available), and lithology (as available).

If the GSA confirms that the sample result exceeds the WQO based on either the MCL and/or MT, proceed to Step 2 for nitrate or to Step 3 for non-nitrate constituents.

Conversely, if the confirmation sample does not confirm a WQO and/or MT exceedance, no additional action is required.

Step 2: Domestic and Non-Public Well Owner Notification for Nitrate

If a GSA confirms that a sample result for nitrate exceeds the WQO under Step 1, the GSA will identify potential beneficial users at risk within the zone of influence of the RMW-WQ, as follows:

- Identify domestic and non-public (i.e., those wells that serve two to four connections for domestic uses) well owners of record within a 3-mile radius;
- Make reasonable efforts to identify additional notifications to domestic and non-public well owners that may be clustered around or associated with those at the periphery of the 3-mile radius; and

If the confirmation sample concentration(s) are above the WQO for nitrate, the GSA(s) will send direct mail notice to identified potential beneficial users at risk within the zone of influence of the RMW-WQ within 30-days of sample confirmation. The notification shall include information regarding the RMW-WQ exceedance, including an explanation of potential health impacts. The notice shall also provide information with respect to the Kern Water Collaborative's program for well-testing specific to nitrate, *at no cost* to the well owner.[4] Under the Kern Water Collaborative's program, alternative drinking water supplies are offered to residents reliant on a domestic well that exceeds the WQO for nitrate.

In some cases, the identified potential beneficial users at risk within the 3-mile radius may be outside of the GSA with the RMW-WQ exceedance. In this case, the GSA will provide notice in coordination with adjacent GSA(s).

If the confirmation sample confirms that there is also an MT exceedance, proceed to Step 3.

Step 3: Exceedance Investigation

If a GSA confirms that a sample result exceeds the MT under Step 1, the GSA will designate an independent, qualified, credentialed professional (professional) to perform an Exceedance Investigation based on relevant, existing data and information. The Exceedance Investigation will involve investigating the pertinent area around the RMW-WQ with the MT exceedance, identifying pre-existing conditions, and identifying potential driving mechanisms, to determine a potential cause of the MT exceedance. This investigation shall include the following tasks and/or considerations:

- Locate nearby production wells, document any new wells or groundwater users;

[4] On June 13, 2025, the Kern Water Collaborative took action to extend its nitrate well testing and alternative sources of drinking water program to domestic well owners throughout the entirety of the Kern Subbasin. A letter from the Kern Water Collaborative to State Water Resources Control Board staff documenting this decision was sent to State Water Resources Control Board staff on or about June 17, 2025.

- Map current land use and compare to any recent changes in local land use;
- Describe local geology;
- Document water district/GSA operating conditions (i.e. surface water availability, water demand patterns, or changes in distribution system);
- Provide assessment of well construction and/or well condition;
- Plot hydrographs of nearby wells (3-mile radius) that represent the same groundwater conditions as the relevant RMW-WQ, and for the RMW-WQ, as available. Depending on location of RMW-WQ, consideration should be given to geologic features that affect groundwater conditions;
- Plot time concentration charts ("chemographs") for identified COCs for nearby wells (3-mile radius) and for the relevant RMW-WQ, as available;
- Determine constituent source and if its presence in the aquifer is due to the actions of others that are a likely responsible party(ies);
- Plot historical water quality data to determine if water quality was degraded prior to January 1, 2015;
    - Historical water quality data may be supplemented from other monitoring programs, as needed (see Section 5.7.5 of the 2025 Plan for a full list of potential programs);
    - Because water quality data may not be available for domestic and non-public wells, the professional shall then rely on the baseline characterization provided in Section 8.4.2 of the 2025 Plan; see also Attachment 1 to this Action Plan (providing baseline data for small community wells that may be used as suitable proxy for domestic wells); see also Appendix I-4 to the 2025 Plan (providing RMW-WQs chemographs that include data representing baseline conditions and data from nearby proxy wells);
- Examine the local GSA's and neighboring GSAs' operations to determine if the MT exceedance is related to ongoing, standard operations consistent with operations prior to January 1, 2015, or after January 1, 2015.
- Determine if there is a statistically significant correlation between groundwater level trends and groundwater quality concentrations;
    - Conduct statistical and/or spatial analyses between groundwater levels and groundwater quality concentrations to determine causation, depending on the availability of data (e.g., an analysis could be performed if an RMW-WQ has at least five (5) sampling points with water level data that temporally overlaps with water quality data, a granger causality test, or equivalent, between water levels and water quality could be conducted;

- Identify nearby recharge operations and source water. Conduct statistical and/or spatial analyses between nearby recharge operations and water quality concentrations, or using other appropriate method(s); and
- Identify other potential driving mechanisms based on relevant local conditions, including (but not limited to) hydrogeology, geochemistry, redox conditions, land use, nearby point- and non-point sources, and well operations, relying on best available data and professional judgment (see, e.g., Section 8.4.2 of the 2025 Plan, referencing potential driving mechanism(s) for each identified COC);
- Review outside contributing factors to the MT exceedance, including operating and climate conditions in adjacent areas managed by other GSA(s) and/or subbasin(s);
    - Communicate, coordinate, and share data with neighboring GSAs and/or subbasins;
    - Review regional groundwater elevation contour maps and/or the DMS for the RMW-WL network groundwater levels and water quality; and
    - Document water-year type, precipitation, and evapotranspiration (ET).

Using the above information, the professional shall document the investigation and conclusions in an Exceedance Investigation Report. Conclusions shall include whether the MT exceedance is due to groundwater management activities (i.e., groundwater recharge and extractions). The exceedance investigation will be completed within 90-days of the confirmed sample result being conveyed to the independent qualified professional.

In the instance of a recurring exceedance at a RMW-WQ for the same COC, an abbreviated exceedance investigation will be conducted confirming the original investigation findings. The abbreviated exceedance investigation will include updating plots of groundwater levels and groundwater quality and identifying whether groundwater and land surface conditions have changed since the last exceedance investigation. If the professional determines conditions remain similar thereby confirming conclusions from the prior investigation, the results will be presented in an abbreviated Exceedance Investigation Report. If the professional determines conditions have changed, an updated exceedance investigation and associated Exceedance Investigation Report will be completed.

Step 4: Domestic and Non-Public Well Owner Notification for Non-Nitrate COCs

The findings from the Exceedance Investigation Report will be used to evaluate whether domestic and non-public wells within the zone of influence are *assumed*[5] to be impacted due to groundwater management activities for non-nitrate COCs. It will:

- Document number of *assumed* wells to be at risk due to groundwater management activities; and
- Identify domestic and non-public well owners of record for wells *assumed* to be at risk versus others within the zone of influence that are not assumed to be at risk.

The GSA will send direct mail notice to nearby domestic and non-public well owners of record generally located within a 3-mile radius. After completion of the Exceedance Investigation, notice of the RMW-WQ exceedance will be provided to domestic and non-public well owners of record generally within a 3-mile radius if the exceedance is also an exceedance of a WQO based a primary drinking water standard. The content of the notice will vary depending on whether the Exceedance Investigation finds that domestic and non-public wells are *assumed* to be impacted due to groundwater management activities. The notice will be sent within 10 days after completion of the Exceedance Investigation Report.

- **Notice 1**: If the professional has determined that the MT exceedance is due to groundwater management activities, then the domestic and non-public well owners of record for the *assumed* impacted wells will be provided notice that includes the following information:
  - Notice of the exceedance;
  - Notice that their well is *assumed* to be impacted;
  - Notice of the public health impacts associated with such exceedances; and
  - Specific information regarding the process available for submittal of an Application for Mitigation, which would include the opportunity for the *assumed* impacted well to be sampled and tested.
- **Notice 2**: If the professional has determined that the MT exceedance is NOT due to groundwater management activities, or the well is NOT one of the assumed impacted wells, then the domestic and non-public well owners of record will be provided notice that includes the following information:
  - Notice of the exceedance;

[5] Wells in the radius of influence are assumed to be impacted until they can be sampled and constituent concentration validated.

- Notice that their well is NOT *assumed* to be impacted by groundwater management activities but that does not mean their well water is safe to drink as other factors may contribute to exceedances of drinking water standards;
- Notice of the public health risks associated with exceedances of non-nitrate drinking water standards; and
- General information regarding available resources should the domestic and non-public well owner desire to have their well sampled and tested at their own cost.

Step 5: Evaluate and Initiate Projects or Management Actions

Depending on the conclusions of the Exceedance Investigation Report, the GSA will consider initiating Projects and Management Actions (P/MAs), as appropriate. The GSA should consider initiating Projects and Management Actions (P/MAs) if the Exceedance Investigation Report concludes that the exceedance is due to the result of GSA groundwater management activities.

The GSA will consider the need for increasing the monitoring frequency to monthly for the specific constituent that was exceeded in the RMW-WQ. The GSA will also evaluate the monitoring frequency for nearby RMW-WQs that may be in the radius of influence of the RMW-WQ where the exceedance was recorded.

The GSA will also consider whether targeted P/MAs should be implemented to improve groundwater conditions and prevent future exceedances. This assessment will include reviewing the timelines and anticipated benefits of P/MAs and identifying whether existing P/MA schedules should be accelerated or new, adaptive P/MAs implemented. The GSA will develop a timeline for implementation of the P/MA(s).

Step 6: Report to Subbasin GSAs

The responsible GSA or GSAs will prepare and provide a summary of groundwater quality exceedances to other Subbasin GSAs as part of the annual reporting process. The summary will include the following:

- Tabulate the GSA's MT exceedance(s) over the water year;
- Document how many nitrate notifications were mailed;
- Document the findings of Exceedance Investigation Reports conducted by the professional, including whether the MT exceedance was determined to be related to groundwater management activities;
    - If yes, the GSA will document how many wells were *assumed* to be impacted, how many non-nitrate Notice 1 notifications were mailed, and the P/MA(s) identified and applicable timeline(s) for implementation;

  - If no, the GSA will document how many non-nitrate Notice 2 notifications were mailed, and the GSA shall continue to monitor the RMW-WQ per the Kern Subbasin monitoring protocols.

- Present recommendations for additional monitoring, as applicable.

ACTION PLAN FOR LAND SUBSIDENCE

Version 3.0 (August 2026)

1. Introduction

This Action Plan for Land Subsidence is a companion document to the Kern Subbasin Exceedance Policy. This Action Plan describes the protocols for Key Elements 1 (monitoring) and 3 (exceedance investigation) of the Exceedance Policy as they apply to the Land Subsidence Sustainability Indicator.

The Kern Subbasin Groundwater Sustainability Agencies (GSAs) recognize the nexus between groundwater levels and land subsidence and are exploring comparing land subsidence measured via the California Department of Water Resources (DWR) Interferometric Synthetic Aperture Radar (InSAR) to groundwater elevation changes in RMW-WLs in all Hydrogeological Conceptual Model (HCM) Areas consistent with methods described in the DWRBMPs (DWR 2026). However, as discussed in the 2025 Plan, not all subsidence can be attributed to activities that are within the authority of the GSA to manage (i.e., GSA-related). Some non-GSA causes of subsidence include age of critical infrastructure, expansive/soluble soils, oil field extraction activities, lack of adequate pre-construction hydro-compaction, and geologic faulting and compaction.

Land subsidence driving mechanisms are complex, and residual subsidence can continue to occur for years. Therefore, the Kern Subbasin GSAs have conservatively extended Steps 1 through 3 of this Action Plan for Land Subsidence to be implemented when a single Land Subsidence Interim Milestone (IM) exceedance occurs. This ensures proactive investigation responses before a Minimum Threshold (MT) exceedance and accounts for the complex (GSA and non-GSA related) driving mechanisms for subsidence and residual subsidence, which can continue for years after groundwater levels are stabilized and clays continue to equilibrate as explained in the Land Subsidence BMP.

As discussed in the Exceedance Policy, this Action Plan will be reviewed and revised based on lessons learned, resolution of data gaps, new monitoring data and/or information, and new analytical methodologies. Consistent with the commitment in the 2025 Plan, this Action Plan has now been updated to reflect the final DWR land subsidence Best Management Practices (BMPs) (DWR 2026).[6] An additional anticipated review and revision cycle for this Action Plan will occur once the California Aqueduct Subsidence Program (CASP) publishes the framework for California Aqueduct long-term rehabilitation (expected to be completed in the next few years), Step 4 of this Action Plan will be reviewed and may be revised, as appropriate, to include mitigation alternative(s) as a P/MA.

[6] The final DWR land subsidence BMPs were released January 2026. This Action Plan reflects updates based on guidance provided by the BMPs.

Any updates to this Action Plan will be documented in the Annual Reports submitted to DWR.

2. Monitoring for Land Subsidence

The GSA(s) will collect and evaluate land subsidence data quarterly and report them annually. The GSA(s) will compile and review available land subsidence data at the Representative Monitoring Sites for Land Subsidence (RMS-LS) and across the Kern Subbasin. Such data may include:

- Monthly DWR InSAR subsidence data (which is released quarterly);
- Continuous Global Positioning System (CGPS) vertical displacement data;
- Extensometer compaction data;
- Benchmark and mile post precise survey results along Regional Critical Infrastructure (typically collected annually), such as:
    - Data collected by the DWR CASP for those RMW-LS along the California Aqueduct; and
    - Data collected by the Friant Water Authority (FWA) for those RMW-LS along the Friant-Kern Canal; and,
- Precise survey results at benchmarks collected by GSA(s) along GSA Area Critical Infrastructure.

Assessment of subsidence data will be conducted in close consultation with the relevant and appropriate agencies (e.g., CASP/DWR, FWA, CalGEM, etc.). Quarterly check-in teleconferences will be conducted between the Kern Subbasin GSAs and DWR CASP to discuss current data trends and the potential for IM and/or MT exceedances pertaining to critical infrastructure, if any.

The various subsidence monitoring datasets differ in their spatial coverage, temporal frequency, vertical accuracy, and ability to characterize subsurface processes as described in the Subsidence BMP. In some cases, different measurement types such as InSAR and GPS land-based measurements at benchmarks may produce differing subsidence estimates. In these situations, the subsidence from each measurement type will be carefully evaluated.

The GSAs are required to upload annual land subsidence data to the Kern Subbasin Data Management System (DMS). While some data may have more frequent readings, only the quarterly InSAR measurements or annual precise survey results are currently utilized for identifying IM and/or MT exceedances. If an IM and/or MT is exceeded, the DMS will notify all GSAs of the exceedance, including the location and date.

The Subsidence SMCs established in the GSP recognize that limited or residual subsidence may continue to occur in certain areas during transitional groundwater-

management periods. Additionally, some subsidence would be allowable based on already-agreed upon mitigation such as along the Friant-Kern Canal. Where appropriate, the GSAs will continue coordinating with relevant agencies and infrastructure operators to further quantify and evaluate the potential effects of residual subsidence on critical infrastructure and groundwater sustainability objectives.

Where adequate historical data is available, evaluation of groundwater levels relative to estimated critical head conditions provides an important technical framework for linking SGMA groundwater-level and land-subsidence sustainability indicators, interpreting observed deformation trends, and assessing the potential for future impacts to critical infrastructure and aquifer-system storage. Importantly, extensive historical data may also indicate areas where elastic subsidence and rebound occurs without contributing to an undesirable result. This information will be considered in any exceedance investigation.

3. Exceedance Investigation

The 2025 Plan defines Land Subsidence SMCs on three scales: mileposts along Regional Critical Infrastructure (i.e., California Aqueduct and Friant-Kern Canal), average adjacent to GSA Area Critical Infrastructure, and average across each HCM Area. An exceedance investigation is required when at least one of the following occurs:

- The land subsidence rate and/or extent monitored at a single RMS-LS (i.e., milepost) along the California Aqueduct or Friant-Kern Canal exceeds its Land Subsidence IM extent or MT rate and/or extent based on two consecutive quarterly InSAR sampling events or one annual survey measurement.
- The DWR InSAR land subsidence rate and/or extent along GSA Area Critical Infrastructure based on two consecutive quarterly sampling events exceeds the GSA Area Critical Infrastructure IM (extent) or MT (rate or extent), based on best available subsidence data (e.g., InSAR, annual survey data, CGPS, extensometers, etc).
- The DWR InSAR land subsidence rate and/or extent averaged across the HCM Area based on two consecutive quarterly sampling events exceeds the HCM Area IM (extent) or MT (rate or extent), based on best available subsidence data (e.g., InSAR, annual survey data, CGPS, extensometers, etc).

InSAR measures vertical deformation in millimeters; as such, various factors can cause a fluctuation in data (recovery or subsidence) over a short temporal period. A minimum of two consecutive quarterly sampling events are necessary to confirm the exceedance. For the Regional Critical Infrastructure, annual survey data, where available, will also be assessed to ground-truth InSAR measurements. As discussed above, quarterly check-in teleconferences will be conducted between the Kern Subbasin GSAs and DWR CASP and/or FWA, as appropriate, to discuss current land subsidence trends and the

potential for IM and/or MT exceedances pertaining to Regional Critical Infrastructure, if any.

Figure 4 below outlines the general process and timeline triggers for each of the three exceedance investigation pathways.

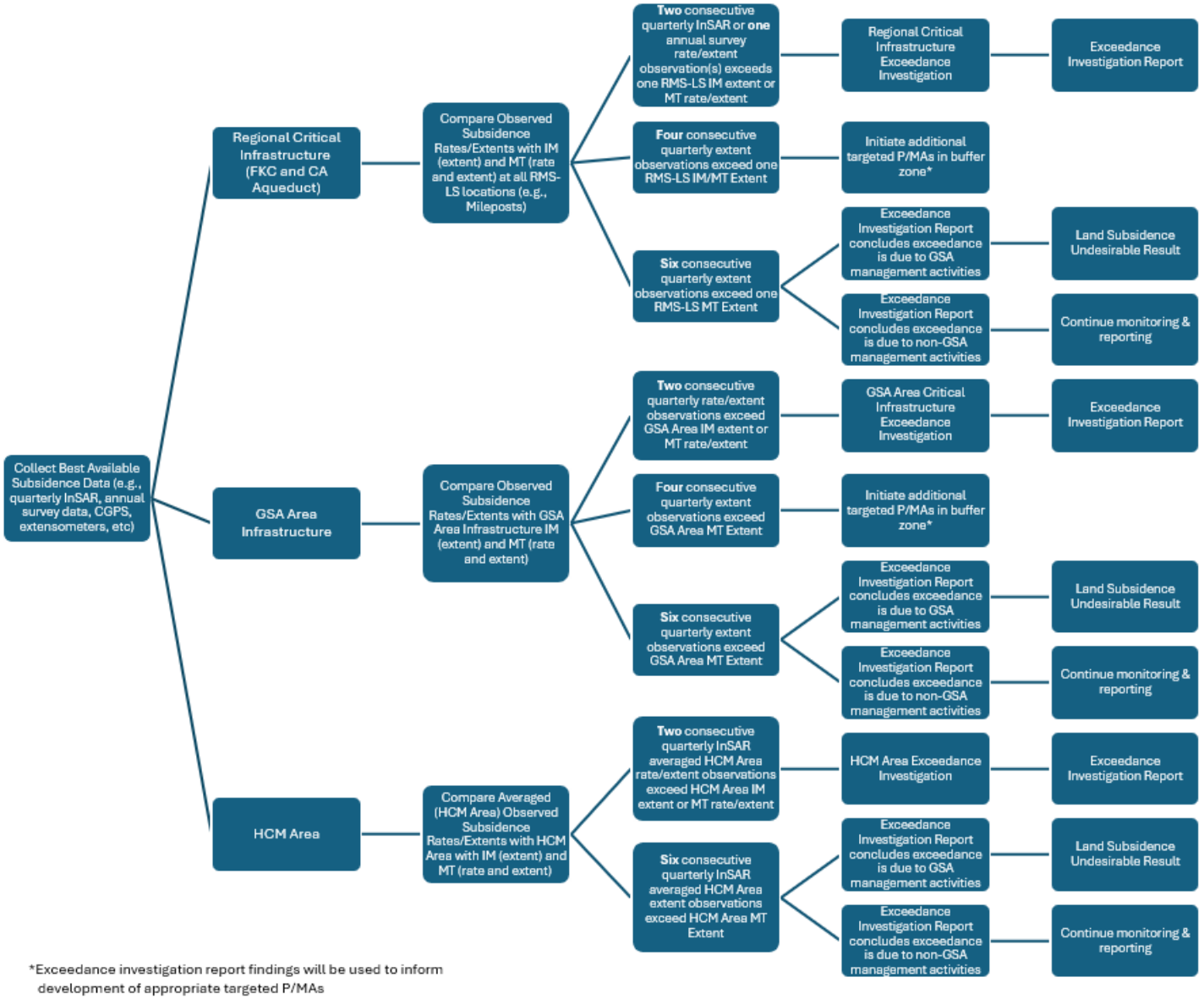
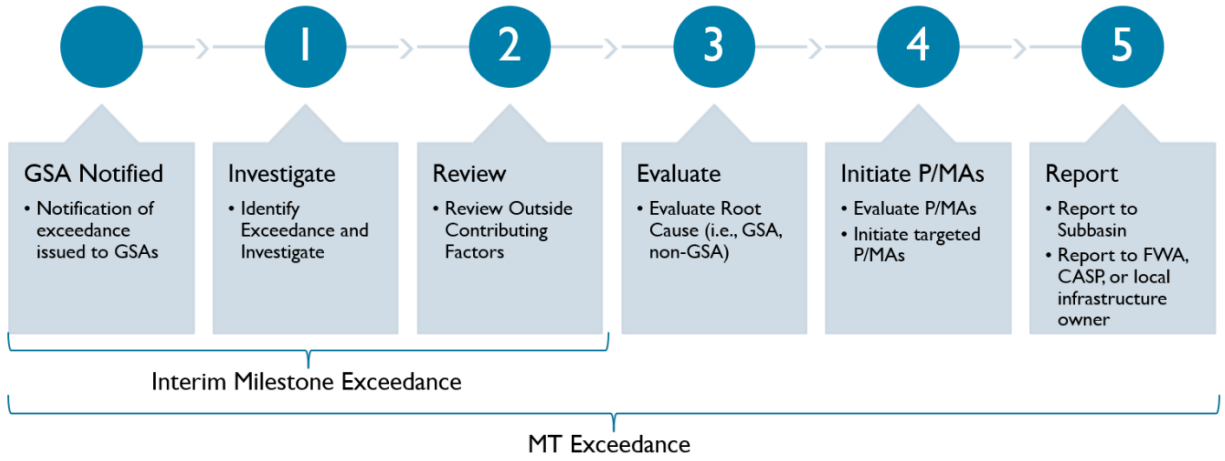


Figure 4. General Process and Timeline Triggers for Land Subsidence

Figure 5 below shows the general steps for an IM and/or MT exceedance related to Land Subsidence.



If the rate after 4 consecutive quarterly sampling events continues to exceed the MT extent, additional GSA management actions (such as pumping restrictions, etc.) must be initiated in a focused area identified under steps 2-4

Figure 5. IM and/or MT Exceedance Steps for Land Subsidence

Once an initial IM and/or MT exceedance notification has been issued through the DMS, the following steps shall be taken by the GSA, or multiple GSAs, depending on prior exceedances and GSA actions.

Pending future Action Plan revisions, the GSA will determine if the exceedance has been previously identified, and, if so, will examine previous GSA management actions taken to address the exceedance.

- If GSA-related exceedance persists such that the inelastic subsidence rate after four consecutive quarterly sampling events exceeds the IM and/or MT extent, additional focused GSA management actions (such as localized metering, new well moratoriums, pumping restrictions, etc.) will be timely scheduled and implemented (i.e., within 60 days, unless otherwise specified), and will be informed by the Exceedance Investigation as described in the Action Plan Steps 1 through 4.
- If no prior exceedance has been identified and no GSA management actions have been taken to address the exceedance, the Action Plan Steps 1 through 5 will be implemented. The GSA will also identify potential beneficial users at risk due to the exceedance.

The detailed technical evaluation and reporting of IM and/or MT exceedances will occur over an approximate 180-day period following initial identification of an exceedance. An additional 100 days can be used to finalize the exceedance evaluation report, associated technical documentation, and any recommended Projects and Management Actions (P/MAs), for a total of 280 days.

Step 1: Investigate Area Around Exceedance

Within 60 days of notification, the GSA will designate a qualified, credentialed professional to perform an Exceedance Investigation based on relevant, existing data and information.

The professional will investigate the area around the IM and/or MT exceedance, identifying any pertinent changes in land or water use, and comparing nearby land subsidence trends, as follows:

- Locate nearby wells and identify status and use, document any new wells or groundwater users;
- Map current land use and compare to recent changes in local land use;
- Describe local hydrogeology;
- Plot hydrographs of nearby Kern Subbasin wells (within a radius of 2.5 miles of an IM and/or MT subsidence exceedance point);
- Plot cumulative displacement since July 2015 based on InSAR, since 2016 based on DWR CASP precise survey data, and/or since 2015 based on FWA precise survey data;
- Document GSA operating conditions (i.e., beneficial users at risk, water demand patterns, surface water availability, etc.);
- Document GSA-related groundwater extractions using either direct methods (metered data) or indirect methods (Land IQ evapotranspiration data, or best available data); and
- Where possible, estimate critical head[7] using 1-D modeling[8] and/or empirical approaches and compare to groundwater levels.

The GSA may develop a coordinated field investigation protocol in consultation with relevant and appropriate agencies (e.g., DWR, CASP, FWA etc.) as part of this Action Plan.

Step 2: Review Outside Contributing Factors

The professional will review outside contributing factors to the IM and/or MT exceedance, including conditions in adjacent GSA(s) and/or subbasin(s), climactic conditions, and non-GSA factors, as follows:

- Communicate, coordinate, and share data with neighboring GSAs and subbasins;

[8] Ten 1D models are documented in Bulletin 118 Appendix I and are available for download on the California Natural Resources Agency website.

- Review regional contour maps and/or DMS for the RMW-WL network groundwater levels;
- Review regional land subsidence trends; and
- Review for potential non-GSA factors: map local soil types, identify nearby faults, identify nearby oil and gas operations and quantify extractions and reinjections using data provided on CalGEM dashboard.

Step 3: Evaluate Root Cause

The professional will evaluate potential root causes for the exceedance to support a determination of whether the exceedance is due to groundwater management activities within the GSA's authority to manage.[9] Assessments will include the elements described below.

For direct measurements of land subsidence (land-based survey or InSAR):

- Analyze trends;
- Assess for seasonal variations;
- Assess data source accuracies and data agreement between subsidence measurements, noting consistent trends observed over longer periods;
- Using empirical and/or modeling methods, evaluate, where possible, groundwater elevations compared to the critical head; and evaluate the potential root cause to determine if subsidence is inelastic or elastic, and if it is ongoing or residual.
- Identify exceedance cause:
    - Compare DWR TRE-Altamira quarterly Kern Subbasin InSAR data for the previous four consecutive quarters at the reported IM/MT Exceedance location (i.e., including surrounding 2.5-mile radius) with previously available data at the mile post or within the HCM Area with the IM/MT Exceedance;
    - Identify all wells and uses in the assessment area and, if non-GSA activities are identified, collect and review supplemental evidence (e.g., CalGEM production information, Underground Injection Control (UIC) Application data, etc.) and published hydrogeologic information for submittal to the relevant and appropriate agencies; and
    - Determine if a more refined InSAR analysis is needed (e.g., InSAR Time Series utilizing DWR TRE-Altamira data or other appropriate method such as the summarized 12-step data processing utilized for refined assessment provided in the 2025 Plan Section 8.5.

[9] As discussed in the 2025 Plan, similar investigations have been conducted along the Aqueduct by the Subbasin GSAs and the Westside District Water Authority (WDWA) GSA in consultation with CASP and DWR to identify the disparate causes of subsidence, not all of which are GSA-related.

- Determine if land surface changes are related to, and within the range of, historic elastic subsidence and rebound.

Step 4: Evaluate and Initiate GSA Projects or Management Actions

If the cause of the exceedance is determined to be GSA-related, the GSA will evaluate the need for targeted GSA P/MAs, as follows:

- Identify area of influence for GSA P/MAs;
- Identify whether a single GSA P/MA or suite of targeted GSA P/MAs are needed to address the exceedance. Potential targeted P/MAs may include:
  - Well registration,
  - New well moratorium,
  - Metered production,
  - Groundwater pumping charges, and/or
  - Pumping restrictions.
- Finalize corrective P/MAs and next steps in consultation with the Coordination Committee and relevant and appropriate agencies; and
- Implement GSA P/MAs in consultation with relevant and appropriate agencies, as necessary.

If the cause of an exceedance is determined to be non-GSA related, the GSA will document and report such findings to all relevant and appropriate agencies.

Friant-Kern Canal: Appendix G-2 of the 2025 Plan provides information on additional data collection and modeling being conducted by a consortium of GSAs to evaluate future impacts on water levels and subsidence adjacent to areas of interest along the Friant-Kern Canal.

California Aqueduct: DWR CASP is currently studying the options for long-term rehabilitation projects. Once CASP publishes the framework for rehabilitation (expected to be completed in the next few years), mitigation alternative(s) may be included in this Step as a P/MA, as needed.

While the current Action Plan for Land Subsidence is not a mitigation plan, it is important to note that the GSAs located near the primary Aqueduct subsidence “choke points” are also member units of the Kern County Water Agency and, through their Statements of Charges, are financially contributing to broader repair and mitigation efforts undertaken by DWR. This ongoing financial participation provides a strong incentive for these GSAs to meet subsidence management targets and reinforces alignment with CASP's goals without requiring duplicative or premature commitments. The Kern Subbasin GSAs will continue to engage with CASP on this issue as CASP releases additional information (including scope, timeline, and cost structure) for the

California Aqueduct Subsidence Planning Study Alternatives and Formulation and Evaluation Phase.

Step 5: Report to Subbasin GSAs, CASP/FWA, or Local Infrastructure Owner, as appropriate

The GSA(s) will annually submit a summary of exceedances to other Subbasin GSAs and relevant and appropriate agencies as part of the annual reporting process. The summary will include the following:

- Tabulate the GSA's MT exceedances over the water year;
- Document the professional's findings as to whether the MT exceedance is due to GSA groundwater management activities; and
    - If yes, the GSA will describe any targeted P/MA(s) to be implemented, including timeline(s) for initiations;
    - If no, or related to well-documented elastic changes in land surface elevations, the GSA will continue to monitor, document, and report to relevant and appropriate agencies (e.g., DWR, CASP, CalGEM, FWA, etc.).

Appendix K-2

Degraded Water Quality Implementation Provisions

TABLE OF CONTENTS

K-2 Degraded Water Quality Implementation Provisions 1
K-2.1 Part I – Constituents of Concern and Degraded Water Quality SMCs 2
K-2.1.1 Undesirable Results (URs) 5
K-2.1.2 Minimum Thresholds 6
K-2.1.3 Measurable Objectives 7
K-2.2 Part II - Stakeholder Roles, Responsibilities and Coordination 7
K-2.2.1 Kern Subbasin GSAs 7
K-2.2.2 State Water Board's Division of Drinking Water 8
K-2.2.3 Central Valley Regional Water Quality Control Board 9
K-2.2.4 Kern Water Collaborative 10
K-2.2.5 Irrigated Lands Regulatory Program 11
K-2.2.6 CV-SALTS: Salt Control Program 11
K-2.2.7 Kern County 12
K-2.2.8 Local Cities within the Kern Subbasin 13
K-2.3 Part 3 - Implementation of SMCs: Determining URs and Exceedances of MTs 13
K-2.3.1 Example Scenario #1 14
K-2.3.2 Example Scenario #2 15
K-2.4 Part IV – Notification and Mitigation for Degraded Water Quality 18
K-2.5 Conclusion 22

Tables

Table 1. Criteria for Developing Degraded Water Quality SMCs 3
Table 2. Annual Groundwater Level MT Exceedances and UR Check 15
Table 3. Cumulative Groundwater Level MT Exceedances and UR Check 16
Table 4. Annual Groundwater Quality MT Exceedances and UR Check 16
Table 5. Degraded Mitigation Program Track Application Steps 21

K-2 DEGRADED WATER QUALITY IMPLEMENTATION PROVISIONS

Version 2.0 (August 2026)

Establishing appropriate Sustainability Management Criteria (SMCs) for Degraded Water Quality is a critical component of the Sustainable Groundwater Management Act (SGMA) and the 2025 Amended Groundwater Sustainability Plan (2025 Plan). Equally important is understanding how the SMCs for Degraded Water Quality will be implemented by the Kern County Subbasin Groundwater Sustainability Agencies (Kern Subbasin GSAs). The 2025 Plan ensures that the Kern Subbasin GSAs have a consistent methodology for evaluating data against the SMCs and consistent triggers for taking certain actions based on data results. For example, the 2025 Kern Subbasin Exceedance Policy (Appendix K-1), sets forth consistent methodologies for evaluating data against the Degraded Water Quality SMCs, notifying groundwater beneficial users of water quality objective (WQO) and MT exceedances, and for conducting Minimum Threshold (MT) exceedance investigations. The 2025 Kern County Subbasin Mitigation Program (Appendix G-1) explains the Degraded Water Quality Mitigation Program Track and how it will be implemented throughout the Kern Subbasin.

This document details actions that will be taken by Kern Subbasin GSAs based on the results of data evaluation and against the Degraded Water Quality SMCs and under the Degraded Water Quality Mitigation Program Track. This Appendix also summarizes and explains the Kern Subbasin GSAs' coordination efforts with other existing state and local programs related to water quality. Collectively, the Kern Subbasin GSAs refer to these combined elements as the Degraded Water Quality Implementation Provisions.

For ease in understanding the comprehensive nature of the Degraded Water Quality Implementation Provisions, this Appendix includes four parts:

- Part I – Summary of Degraded Water Quality SMCs and Constituents of Concern
- Part II – Stakeholder Roles, Responsibilities and Coordination
- Part III – Implementation of SMCs for Degraded Water Quality
- Part IV – Public Notification and Mitigation for Degraded Water Quality

In summary, the 2025 Plan includes multiple details, descriptions, data evaluations and more related to Degraded Water Quality throughout various sections of the 2025 Plan. However, to better understand the comprehensive nature of the Degraded Water Quality program contained in the 2025 Plan, the Kern Subbasin GSAs have developed this stand-alone appendix for stakeholders to better understand the totality of the Degraded Water Quality Implementation Provisions.

K-2.1 Part I – Constituents of Concern and Degraded Water Quality SMCs

In Section 8.4 of the 2025 Plan, the Kern Subbasin GSAs provide a thorough analysis of groundwater quality conditions across the Kern Subbasin and identifies constituents of concern (COCs) based on this analysis. In Section 13.3, the Kern Subbasin GSAs establish SMCs for Degraded Water Quality. The SMCs include criteria for Undesirable Results (URs), Minimum Thresholds (MTs) and Measurable Objectives (MOs). A summary of each is provided in sections A and B, respectively.

A. Constituents of Concern

To identify appropriate constituents of concern (COCs), the Subbasin GSAs conducted a consistent assessment across the Subbasin of existing groundwater conditions to identify groundwater constituents that are most prevalent and may be potentially impacted by groundwater management activities (Sections 8.4.1 and 8.4.2). The Kern Subbasin GSAs then developed SMCs for COCs that meet all of the following criteria (Section 13.3.1.4):

- *Existence of Water Quality Objective Based on a Drinking Water Standard*[1]*:* A COC meets this criterion if there is an adopted water quality objective in the Water Quality Control Plan for the Tulare Lake Basin (Basin Plan) based on a maximum contaminant level (MCL). For this process, water quality objectives include primary Maximum Contaminant Levels (MCLs), and Secondary Maximum Contaminant Levels (SMCLs). SMCs were not developed for COCs that do not have existing water quality objectives. For COCs where there are no adopted water quality objectives based on state-adopted drinking water standards (i.e., emerging constituents), such COCs will be reevaluated in the next periodic evaluation to determine (1) if new water quality objectives are available; and, (2) if the COC meets other criteria as detailed in Section 8.4. Notably, where there is no water quality objective, but an otherwise adopted drinking water standard exists, the Kern Subbasin, at its discretion, may use such standard for evaluation of emerging constituents (e.g., PFOS and PFOA).
- *Post-SGMA Exceedance of Water Quality Objective*: A COC meets this criterion if, based on GAMA data from 2015 through 2023, at least 5 percent of wells sampled Subbasin-wide exceed the applicable water quality objective for the COC, as described in Section 8.4.1. SMCs were not developed for COCs that

[1] Maximum Contaminant Levels (MCLs) are legally enforceable standards that apply to the finished water, meaning the water delivered to the consumer, not to the source water. Treatment is often required to by public and community water systems to meet drinking water standards. Primary maximum contaminant levels and secondary maximum contaminant levels set forth in Title 22 of the California Code of Regulations (Title 22) are incorporated by reference into the Basin Plan. The incorporation-by-reference of Title 22 maximum contaminant levels in the Basin Plan is prospective, including future changes to the incorporated provisions as the changes take effect.

had reported water quality objective exceedances in less than 5 percent of sampled wells.

- *Potential to Impact Beneficial Users:* A COC meets this criterion when both of the following conditions apply: (1) the COC is prevalent throughout the Subbasin; and (2) concentrations are or have the potential to be exacerbated by groundwater management activities taken by the GSAs. A COC is considered prevalent throughout the Subbasin if post-SGMA (i.e., 2015-2023) median concentrations exceed the water quality objective in any HCM area, as described in Section 8.4.1. A COC would have the potential to be exacerbated by groundwater management activities if concentrations are affected by groundwater level or chemistry changes. A COC was considered to have high potential to impact beneficial users if both criteria were met, moderate potential if one of these criteria was met, and low potential if neither of these criteria were met. SMCs were not developed for COCs with low potential to impact beneficial users.

The results of the screening process for each identified COC are summarized in Table 1 (same as Table 13-6). The COCs applicable for the development of Degraded Water Quality SMCs, as shown in bold text in Table 1, are arsenic, nitrate (as N), nitrite, total dissolved solids (TDS), 1,2,3-Trichloropropane (1,2,3-TCP), and uranium. The COCs that were evaluated against the criteria but for which Degraded Water Quality SMCs were not developed are included in Table 1.

Table 1. Criteria for Developing Degraded Water Quality SMCs

Constituent of Concern	Existing Water Quality Objective	% of Wells Exceeding Water Quality Objective	Potential to Impact Beneficial Users	SMC Developed
Arsenic	10 ppb	22.4%	High	Yes
Nitrate (as N)	10 ppm	14.9%	Moderate	Yes
Nitrate + Nitrite (as N)	10 ppm	24.9%	Moderate	Yes
Nitrite (as N)	1 ppm	1.8% [1]	Moderate	Yes
Total Dissolved Solids	1,000 ppm	11.7%	Moderate	Yes
1,2,3-Trichloropropane (1,2,3-TCP)	5 ppt	44.5%	Moderate	Yes
Uranium	20 pCi/L	7.2%	Moderate	Yes
1,2 Dibromoethane (EDB)	20 ppt	0.7%	Low	No
1,2,-Dibromo-3-chloropropane (DBCP)	200 ppt	2.0%	Low	No
Benzene	1 ppb	0.5%	Low	No
Gross Alpha	15 pCi/L	5.1%	Low	No
Perfluorooctanoic acid (PFOA)	4 ppt	14.8%	N/A[2]	No[2]
Perfluorooctanoic sulfonate (PFOS)	4 ppt	6.9%	N/A[2]	No[2]

Constituent of Concern	Existing Water Quality Objective	% of Wells Exceeding Water Quality Objective	Potential to Impact Beneficial Users	SMC Developed
Selenium	50 ppb	0.9%	Low	No

[1]As discussed in Section 8.4, nitrite is primarily non-detect in the Kern Subbasin. Median concentrations and exceedance locations of total nitrate/nitrite (as N) are similar to the prevalence of nitrate. SMCs were established for individual nitrate species because they contribute to the total nitrate/nitrite (as N).

[2] In April 2024, the USEPA announced the Final MCLs for PFOA and PFOS of 4 ppt. Per the USEPA's final rule, public water systems have three years (by 2027) to complete initial monitoring and five years (by 2029) to implement solutions. In California, the DDW is in the process of developing primary MCLs consistent with California Code of Regulations, Title 22 for PFOA and PFOS. Once primary MCLs are adopted by DDW, they are incorporated into the 2025 Plan as a water quality objective. Due to limited existing data at a Subbasin-wide scale and lack of an adopted water quality objective, SMCs for PFOA and PFOS are not set at this time. Kern Subbasin GSAs will use emerging data from public water systems to conduct an initial assessment of Kern Subbasin conditions. SMCs for PFOA and PFOS will be informed by data collected during Plan implementation and will be evaluated as part of the first Periodic Evaluation.

As described more fully in Section 13.3.1, the Kern Subbasin GSAs have identified domestic well owners[2] as the most vulnerable beneficial users for the Degraded Water Quality sustainability indicators. The SMCs for Degraded Water Quality are thus designed to prioritize protection of the most vulnerable beneficial users, which are inherently protective of all other beneficial users. By prioritizing the protection of the most vulnerable groundwater users, the Degraded Water Quality SMCs are designed to ensure the protection of all beneficial users in the Subbasin.

In setting MTs for Degraded Water Quality (Section 13.3.2), the Kern Subbasin GSAs have evaluated data from 2006 through the present (where data is available) to set MTs at either (1) an estimated baseline condition based on available data; or, (2) based on applicable water quality objectives for protection of the municipal and domestic supply (MUN) beneficial use.[3] In all cases, the Kern Subbasin GSAs have compared available data against applicable water quality objectives for protection of MUN to establish appropriate and protective MTs.

[2] The terms domestic well owner and non-public well as used in this appendix mean domestic wells that serve up to four service connections. Reference to state small water systems in this appendix means a drinking water system as defined in Health and Safety Code section 116275, which services at least 5, but not more than 14 service connections and does not regularly serve drinking water to mor than an average of 25 individuals daily for more than 60 days out of the year. Notably, as part of the 2025 Plan, and as documented therein, the Kern Subbasin has prepared an extensive well inventory that categorizes well type by their use, which is set forth in Section 5, Table 5-5. Use of such terminology for purposes of the well inventory and data analysis should not be construed to conflict with similar terms as defined and applied by the State Water Resources Control Board's Division of Drinking Water, which regulates water systems that are considered to be public water systems used for drinking water, because the terms are used for different purposes.

[3] The Water Quality Control Plan for the Tulare Lake Basin (Basin Plan) defines MUN to mean "[u]ses of water for community, military, or individual water supply systems, including, but not limited to, drinking water supply." To protect MUN, the Basin Plan incorporates by reference state drinking water standards for both primary and secondary contaminants (i.e., primary and secondary MCLs).

Other beneficial uses of groundwater, e.g., agricultural irrigation or industrial use, are generally less sensitive than MUN and thus such uses are sufficiently protected by using water quality objectives designed to protect MUN. Furthermore, the 2025 Plan establishes a network of representative monitoring wells for water quality (RMW-WQ) with sufficient Subbasin-wide coverage to monitor impacts to all Subbasin beneficial users. Details regarding the Degraded Water Quality monitoring program are available in Section 15.2.4.

B. Degraded Water Quality SMCs

Degraded Water Quality SMCs include criteria for Undesirable Results (URs), Minimum Thresholds (MTs) and Measurable Objectives (MOs). The legal definitions for each are included in Section 11.

Consistent with the legal definitions, the Kern Subbasin GSAs have established criteria for each SMC, which are set forth in detail in Section 13.3.

K-2.1.1 Undesirable Results (URs)

The Subbasin-wide definition of URs for Degraded Water Quality is as follows (Section 13.3.1):

> *The point at which significant and unreasonable impacts occur over the planning and implementation horizon, as caused by water management actions, that affect the reasonable and beneficial use of, and access to groundwater by overlying users.*

Notably, the Kern Subbasin GSAs' approach to Degraded Water Quality does not address Degraded Water Quality URs that occurred before and not corrected by January 1, 2015 (CWC § 10727.2(b)(4)), which is consistent with SGMA. The URs definition focuses on whether water quality conditions have degraded due to GSA projects and groundwater management actions activities since the effective date of SGMA, January 1, 2015.

To implement the Subbasin-wide UR definition, the Kern Subbasin GSAs have identified quantitative UR criteria for Degraded Water Quality for the applicable COCs:

1. Subbasin-wide, 15 percent of RMW-WQ exceed the MT for COCs per water year based on confirmed sample and MT Exceedance investigation results[4]; or
2. Annually, 5 percent of domestic wells have an assumed MT Exceedance[3] based on radius of influence analysis around the RMW-WQ that exceeds the MT, with cumulative maximum of 15 percent of domestic wells through 2040; or,
3. A GSA is unable to meet well mitigation needs[3]

[4] Water quality exceedances and mitigation applications are evaluated as defined in the Exceedance Policy and Action Plan for Degraded Water Quality (Appendix K-1) and Well Mitigation Program (Appendix G-1).

For purposes of evaluating compliance with the UR criteria, a domestic well means both a domestic well that serves less than two connections and non-public or state small water systems that serve less than 25 people.

The three separate and distinct UR criteria are designed to evaluate if URs are occurring on a Subbasin basis or localized basis, or in the case of the third criteria, if a GSA is unable to provide sufficient resources to mitigate Degraded Water Quality for impacts caused by their projects and management activities within their GSA area.

Implementation of the UR criteria is explained further in Part 3 below.

K-2.1.2 Minimum Thresholds

MTs for Degraded Water Quality (Section 13.3.2) are set for the six COCs at each of the RMW-WQ and are tied to regulatory water quality standards – namely, water quality objectives that are considered protective of the MUN beneficial use (i.e., primary and secondary MCLs contained in CCR Title 22), as applicable to each COC. The MT and MOs for Degraded Water Quality for each RMW-WQ are shown in Section 13, Table 13-8. The MT is set for each RMW-WQ based generally on the following criteria:

1. MT is set at the water quality objective if the following condition is met:
    a. Limited or no historical water quality sample results (data)
2. If historical data exceeds the water quality objective:
    a. And at least 5 sample results are available, MT is set at the 80th Percentile of all data
    b. If there are less than 5 sample results, proxy data is used to set the MT at the 80th Percentile of all available data
3. Discretion is applied in setting the MT when data shows a trend
    a. If there is an increasing trend, MT set at the 80th Percentile of Pre-2015 data
    b. If there is a decreasing trend, MT set as close to the water quality objective as reasonable considering the following
        i. Timeframe for calculating the 80th Percentile is Post-2015 data
        ii. Median value, rather than 80th Percentile
        iii. Other circumstances for a lower MT may apply when most historical data is at or below the MT
    c. If the 80th Percentile is within 10% of the water quality objective, the MT is set at the water quality objective
4. Proxy Data is used primarily to demonstrate baseline conditions that support the MT, discretion may be applied when
    a. The MT may be based on proxy well data when RMW-WQ and proxy well are similar enough to represent the same lithology/aquifer conditions

b. Sample results show consistent concentration and/or trends

Implementation of the MTs is explained further in Part 3 below.

K-2.1.3 Measurable Objectives

MOs for Degraded Water Quality (Section 13.3.3) are defined for key COCs: arsenic, nitrate, nitrite, TDS, 1,2,3-TCP, and uranium. The MOs for Degraded Water Quality are set at the water quality objective for protection of the MUN beneficial use. The MOs for Degraded Water Quality for each RMW-WQ are shown in Section 13, Table 13-8.

K-2.2 Part II - Stakeholder Roles, Responsibilities and Coordination

With respect to Degraded Water Quality, there are many other agencies and entities operating in the Kern Subbasin that also seek protect water quality throughout the Subbasin. Section 5.7.5 describes existing groundwater quality monitoring and management programs within the Kern Subbasin. Implementation of such responsibilities and authorities must be coordinated to the extent feasible to ensure that degraded groundwater quality conditions improve, future degradation does not occur or is minimized, and those reliant on groundwater as a source of domestic and municipal water supply have access to safe and affordable drinking water. It is also imperative that these various entities coordinate their activities so that the Kern Subbasin can more efficiently use its resources to protect public health and avoid duplication of activities.

Accordingly, the Kern Subbasin GSAs' implementation efforts for Degraded Water Quality include working closely with multiple entities and stakeholders for the benefit of all stakeholders across the Kern Subbasin. To better understand the roles and responsibilities of key entities within the Kern Subbasin that play a part in the Kern Subbasin's groundwater quality conditions, such roles, responsibilities and coordination amongst the entities are summarized here.

K-2.2.1 Kern Subbasin GSAs

When it comes to groundwater quality conditions, the Kern Subbasin GSAs are required by SGMA to manage the groundwater basin in a manner that does not result in significant and unreasonable degradation of groundwater quality beyond conditions in existence as of January 1, 2015 (CWC §§ 10721(x)(4), 10727.2(b)(4)) due to groundwater management activities. To avoid such degradation, the Kern Subbasin GSAs have established SMCs for Degraded Water Quality. However, just establishing SMCs is not enough, and the Kern Subbasin GSAs must affirmatively take actions toward implementation of the SMCs.

In summary, these actions include:

- Monitoring for impacts from projects and management activities and evaluating the relationship between the SMCs and such activities (Section 15);

- Identifying and taking corrective actions if groundwater management activities are degrading water quality below applicable SMCs (Section 14);

Reporting monitoring results, impacts and findings from studies and investigations conducted and making such results available to the public (Section 15.2.4 and Appendix K-1);

- Informing domestic and non-public well owners about local groundwater conditions that may represent groundwater conditions for their well (Appendix K-1);
- Informing domestic and non-public well owners about local resources available for domestic well testing (Appendix K-1);
    - Providing mitigation to domestic and non-public well users if degraded water quality conditions are due to groundwater management activities (Appendix G-1); and,
    - Working closely with community partners for the benefit of the Kern Subbasin as a whole.

The Kern Subbasin GSAs understand they are in a unique position to coordinate efforts with respect to groundwater quality conditions throughout the Kern Subbasin. For example, as the Kern Subbasin GSAs implement the monitoring program, which includes monitoring for the COCs twice a year at the RMW-WQs, data regarding groundwater quality conditions will be collected. It is important that the Kern Subbasin GSAs work with other entities and agencies to share this data and information with domestic well owners within a radius of influence of an RMW-WQ and notify domestic well and non-public well owners of available resources when water quality objectives have been exceeded.

Further details specific to notifications and mitigation for Degraded Water Quality are provided in Part 4 below.

K-2.2.2 State Water Board's Division of Drinking Water

The Division of Drinking Water (DDW) within the State Water Board regulates public water systems and enforces standards established in Title 22 for public water systems to protect public health. A public water system is defined by law to mean a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year (Health and Safety Code § 116275(h)). Domestic, non-public, or wells for state small systems that do not meet the definition of being a public water system are either not regulated or are regulated by Kern County. Notably, as explained in footnote 2 above, DDWs regulations apply to finished water served by public water systems and do not regulate groundwater conditions within the aquifer.

DDW's primacy with respect to regulating public water systems does not change due to the existence and implementation of SGMA. Similarly, regulation, or lack thereof, for domestic and non-public wells does not change due to SGMA. Rather, the Kern Subbasin GSAs serve an important role by further promoting the importance of safe drinking water throughout the Subbasin for all beneficial users. Specific to Kern Subbasin GSAs authorities and responsibilities, the Kern Subbasin GSAs will implement the SMCs in the manner described in the 2025 Plan to avoid degrading groundwater quality above water quality objectives for protection of MUN beneficial uses as set forth in the Basin Plan or above MTs, as applicable. If degradation to a domestic well does occur and such degradation is due to GSA groundwater management activities – mitigation for such actions is available through the Kern Subbasin Well Mitigation Program (Appendix G).

K-2.2.3 Central Valley Regional Water Quality Control Board

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) has primary authority to protect "waters of the state" from discharges of waste. Waters of the state are defined broadly to include all surface and groundwaters within California. Through this authority under the Porter-Cologne Water Quality Control Act (Porter-Cologne), the Central Valley Water Board prescribes requirements on discharges to groundwater that must implement the Basin Plan, which includes both the designated beneficial uses and water quality objectives necessary to reasonably protect beneficial uses (Wat. Code, § 13263). When it issues waste discharge requirements, the Central Valley Water Board may authorize use of assimilative capacity in local groundwater as long as the discharge will not cause groundwater to exceed applicable water quality standards and the discharge is to the maximum benefit to the people of the state.

Within the Kern Subbasin, the Central Valley Water Board regulates a number of dischargers and their discharges of constituents that overlap with the COCs identified in the 2025 Plan. Dischargers regulated by the Central Valley Water Board include irrigated agriculture, dairy facilities, publicly owned treatment works, oil and gas activities, industrial dischargers, land application of biosolids, food processors and others. To a lesser extent, the Central Valley Water Board maintains an oversight role with respect to septic systems through its review and approval process of Local Agency Management Plans (LAMPs) for septic systems.

Two constituents of significant interest for both the Kern Subbasin and the Central Valley Water Board are nitrate (as N) and salts (expressed in this 2025 Plan as total dissolved solids or TDS). Through a multi-year stakeholder process commonly referred to as CV-SALTS (Central Valley Salinity Alternative for Long-Term Sustainability), the Central Valley Water Board adopted and the State Water Board approved a Central Valley-Wide Salt and Nitrate Control Program, which incorporates two independent programs for salt and nitrate into the Basin Plan: Salt Control Program and Nitrate

Control Program. The Kern Subbasin is actively coordinating with local groups and entities directly involved in implementation of both programs (see below for further details)

The Central Valley Water Board also maintains significant enforcement authority to bring actions against dischargers or potential dischargers of contaminants to groundwater. Such actions include authority to issue Cleanup and Abatement Orders (Wat. Code, § 13304) to sources of groundwater contamination – typically associated with some sort of industrial discharge or plume created from industrial activities. Through its groundwater monitoring activities, if Kern Subbasin GSAs become aware of some significant source of contamination that appears to be degrading groundwater, the Kern Subbasin GSAs intend to share that information with the Central Valley Water Board as appropriate.

K-2.2.4 Kern Water Collaborative

The Kern Water Collaborative (KWC) is a local, non-profit organization that was organized in conjunction with the Central Valley Water Board's Nitrate Control Program under CV-SALTS. In summary, the KWC provides those entities that are subject to the Nitrate Control Program an option for participating in a management zone – as allowed under the Basin Plan. As a management zone, the KWC is directed by the Basin Plan to interact and coordinate its efforts with those being implemented under SGMA.

More specifically, the KWC is taking an active role in helping domestic well owners that may be impacted by nitrate in groundwater. Starting in February of 2025, KWC began its efforts to reach local domestic well owners and let them know that they can have their well tested for nitrate by the KWC at no cost to the owners. Then, if their well exceeds the nitrate drinking water standard, the KWC will provide bottled water deliveries to the residents at no cost to the resident. As the KWC program further develops, KWC may seek to obtain SAFER grant funding in the future to offer testing for additional contaminants of concern.

Moreover, over the next 12 to 18 months, the KWC will need to develop a comprehensive Management Zone Implementation Plan that will set forth for an implementation schedule for long-term drinking water solutions for nitrate and a program for reducing nitrate discharges within certain portions of the Subbasin to meet water quality objectives. As part of the Management Zone Implementation Plan, the KWC will need to consider Kern Subbasin efforts under the 2025 Plan and their impact to nitrate levels in groundwater.

Considering the overlapping nature of activities and interests between the KWC and the Kern Subbasin GSAs, KWC and the Kern Subbasin GSAs have entered into a Memorandum of Understanding (MOU) to coordinate efforts and avoid duplication. Through this MOU, the programs look to initially share data and information and coordinate outreach efforts to domestic well owners regarding resources for well testing

and available resources. As both programs mature in their efforts, the programs are committed to exploring other opportunities to enhance coordination of efforts for the betterment of the Subbasin.

K-2.2.5 Irrigated Lands Regulatory Program

The Central Valley Water Board regulates discharges of waste to surface and ground waters from irrigated agricultural lands through a series of general waste discharge requirements. Irrigated lands in the Kern Subbasin are regulated under Waste Discharge Requirements General Order for Growers within the Tulare Lake Basin Area that are Members of a Third-Party Group, which is commonly referred to as the long-term Irrigated Lands Regulatory Program, or ILRP. Under the ILRP, growers may join a third-party group, which assists growers in complying with the provisions of the program and administers certain monitoring and reporting requirements under the ILRP on behalf of their members. In the Kern Subbasin, there are four third-party groups that assist growers: Buena Vista Coalition, Cawelo Water District Coalition, Kern River Watershed Coalition Authority and Westside Water Quality Coalition (collectively hereafter referred to as “Coalitions”).

Among other requirements, the ILRP requires the Coalitions to assist growers in complying with nitrate specific provisions to protect groundwater quality, a primary COC within the Kern Subbasin. Nitrate specific provisions include, but are not limited to: (1) focused education and outreach on best management practices designed to minimize nitrate leaching into groundwater; (2) development and implementation of an individual Irrigation and Nitrogen Management Plan; (3) farm evaluations; (4) reporting on the amounts of nitrogen applied annually to crops and the amount of nitrogen removed or sequestered in permanent wood; and, (5) testing of domestic wells on agricultural parcels for nitrate. Further, on behalf of their grower members, the Coalitions conduct groundwater trend monitoring, direct compliance with the Salt Control Program and Nitrate Control Program, comprehensively assess groundwater conditions on a periodic basis, and administer grower implementation under the Groundwater Management Plan.

In the Kern Subbasin, there is significant coordination between the Coalitions and the Kern Subbasin GSAs. Several of the Coalitions are administered by agencies that also serve as an individual GSA for their area of the Kern Subbasin. With such considerable overlap, there is constant communication between the Coalitions and the Kern Subbasin GSAs with respect to their various roles each plays with respect to groundwater quality. In the future, this coordination may be expanded if the Coalitions and the Kern Subbasin GSAs determine it is in the best interest of the Subbasin.

K-2.2.6 CV-SALTS: Salt Control Program

The Salt Control Program is a phased program, with Phase I consisting of implementation of a Prioritization and Optimization Study (P&O Study). Phase II

consists of permitting and planning for preferred management actions, and Phase III is slated for implementation of the preferred management actions. Considering the complexity of managing salt across the Central Valley, each phase is expected to take at least 10 years. Currently, the Salt Program is approximately five years into Phase I.

The P&O Study is a multi-year, comprehensive study that seeks to determine the most efficient and effective ways to manage salts throughout the whole of the Central Valley on local and regional scales. The effort includes development of interlinking models to evaluate salt fate and transport in both surface and ground waters as water moves across the valley through the various water projects. With the models, and as part of the P&O Study, CV-SALTS will model various management scenarios over decades to evaluate salt impacts. As part of this process, GSP implementation will be considered as it is a critical component of groundwater management for the Central Valley generally and the Kern Subbasin specifically.

The Kern Subbasin GSAs are informed of P&O Study efforts and coordinates with the Central Valley Salinity Coalition on salt related issues. As the P&O Study continues to be implemented and salt management actions are further evaluated, the Kern Subbasin will provide data and information if determined to be useful for P&O Study efforts.

K-2.2.7 Kern County

Kern County Public Health and its Environmental Health Services Department play an important role in SGMA, as detailed in Section 5. For this Appendix, Kern County's role and coordination with respect to groundwater quality is summarized. Importantly, Kern County Public Health actively participates in sharing groundwater quality data for the Kern Subbasin's Well Inventory, coordinates well permitting processes, and updates Kern Subbasin GSAs in their development of the Kern County's Drought Resilience Plan in accordance with Senate Bill 552.

As described in Section 5.6, the County has actively supported the Subbasin-wide well inventory by providing requested data from County files to cross reference with well completion reports including permit numbers, well location coordinates, intended use, and other data as requested. Records were also provided to identify all non-public and state small water systems with well locations and parcels served.

Importantly, the County's Environmental Health Services Department administers an Onsite Wastewater Treatment System (OWTS) program under the Local Agency Management Plan. While large areas of the Kern Subbasin are currently within a sewer boundary, there are a large number of unincorporated parcels in the Metropolitan Bakersfield area that rely on septic systems as well as small communities and subdivisions. According to the 2017 Local Agency Management Plan, the Kern Subbasin has an estimated 4,961 OWTS. While nitrate loading from septic systems may not be a widespread problem, it can degrade water quality in localized areas and in domestic wells that may be inappropriately sited near a septic system.

K-2.2.8 Local Cities within the Kern Subbasin

Local Cities and water system purveyors in the Kern Subbasin continue to actively participate in the GSP development process and related groundwater management activities. Municipalities and water system purveyors participate in stakeholder meetings, share experiences with groundwater issues and potential impacts to their operations, and invite Kern Subbasin GSAs to take an active role in Urban Water Management Plan development sharing goals for communities with respect to water resource needs. The Kern Subbasin GSAs are committed to continuing its efforts to coordinate with the local cities throughout the County.

K-2.3 Part 3 - Implementation of SMCs: Determining URs and Exceedances of MTs

The Kern Subbasin GSAs use a consistent methodology for evaluating data to determine if URs have occurred and if MT exceedances are due to groundwater management activities. Section 13.3.1 and Appendix K-1 discuss the UR definition and the exceedance evaluation when UR criteria are met. Additional details and examples for making such determinations are provided here for illustrative purposes.

A. Determining URs

To apply the first two UR criteria, the Kern Subbasin GSAs will implement the following methodology with respect to "counting wells" towards determining if there is a significant and unreasonable effect due to groundwater management activities. The first two UR criteria are as follows (Section 13.3.1):

1. Subbasin-wide, 15 percent of RMW-WQ exceed the MT for COCs per water year based on confirmed samples and MT Exceedance investigation results[5]; or
2. Annually, 5 percent of domestic wells have an assumed MT Exceedance[21] based on radius of influence analysis around the RMW-WQ that exceeds the MT, with cumulative maximum of 15 percent of domestic wells through 2040.

The methodology starts with evaluating monitoring data results from an RMW-WQ against its' applicable MT. If an RMW-WQ well exceeds the assigned MT, the Kern Subbasin GSAs will implement the Exceedance Policy Action Plan for Degraded Water Quality (Appendix K-1), and perform an MT exceedance investigation, as applicable. Through implementation of the Exceedance Policy, Kern Subbasin GSAs will determine if there are domestic wells within the zone of influence (i.e., approximately 3-mile radius) that are *assumed* to be impacted due to groundwater management activities. The term "*assumed"* from the Exceedance Policy is as a special term of art that means a well that

[5] Water quality exceedances and mitigation applications are evaluated as defined in the Exceedance Policy and Action Plan for Degraded Water Quality (Appendix K-1) and Well Mitigation Program (Appendix G-1).

may be impacted due to groundwater management activities because of its characteristics as compared to the RMW-WQ and likelihood of being impacted due to the COC's properties. If a well within the 3-mile zone of influence is *assumed* to be impacted, it counts towards determining if there is a significant or unreasonable effect based on 5 percent of domestic wells and non-public water systems combined annually and 15 percent cumulatively.

Currently, within the Kern Subbasin, there are an estimated 2,322 domestic wells and non-public wells, collectively. Based on this number, a significant and unreasonable effect will occur if 116 wells (5 percent of 2,322) are *assumed* to be impacted in any single water year. For the cumulative portion of this UR criteria, a significant and unreasonable effect will occur if 348 (15 percent of 2,322) wells are *assumed* to be impacted through 2040. An *assumed* impacted well may be removed from this count if an assumed well is subsequently tested and the test result is below the MT.

K-2.3.1 Example Scenario #1

In Example Scenario #1, monitoring results indicate that hypothetical RWW-WQ XYZ exceeds the MT for arsenic, which for this well is based on the water quality objective. Based on the Kern Subbasin's February 2025 well inventory, 33 wells are determined to be within the 3-mile zone of influence. Of these 33 wells, 32 are domestic wells and 1 is a non-public well. After implementing the Exceedance Policy, the Kern Subbasin GSAs conclude that 3 of the 33 wells are *assumed* to be impacted by groundwater management activities. Determinations of impact may be based on aquifer characteristics, baseline conditions, well depths and other factors specifically related to the COC at issue with the MT exceedance.

- RMW-XYZ exceeds the arsenic MCL
- **32** domestic and **1** non-public **wells** are within the 3-mile zone of influence
- Of the **33** collective wells, MT Exceedance Investigation finds **3 wells** equal or deeper than RMW-XYZ (705-ft bgs) and likely impacted by groundwater management activities
- **3** wells assumed to be impacted by groundwater management activities
- **3** wells count towards the 5 percent annual UR criterion per water year number
- **3** wells count towards the 15 percent cumulative maximum through 2040 UR criterion
- If an *assumed* well is subsequently tested and results find that the *assumed* impacted well does not exceed the water quality objective, it will be removed from the well count

K-2.3.2 Example Scenario #2

In Example Scenario #2, the MT exceedance is for nitrate at hypothetical RMW-WQ well XYZ and the MT for this well based on the nitrate water quality objective. There are 241 domestic wells within the 3-mile zone of influence. After conducting an MT exceedance investigation under the Exceedance Policy (Appendix K-1), the GSA finds that 196 of the 241 domestic wells are comparable to the RMW-XYZ and thus are *assumed* to be impacted by groundwater management activities. Notably, this hypothetical is for illustrative purposes only and does not represent an actual anticipated scenario with respect to implementation of the 2025 Plan.

- RMW-XYZ exceeds the nitrate water quality objective
- **241 domestic wells** are within the 3-mile zone of influence
- MT exceedance investigation finds **196 wells** comparable to RMW-XYZ (410-ft bgs) but of the **196 wells**, the MT exceedance investigation finds that **100** of the wells exceeded the nitrate water quality objective prior to January 1, 2015
- **96 wells** are *assumed* to be impacted by groundwater management activities
- **96** wells count towards the 5 percent annual UR criterion
- **96** wells count towards the 15 percent cumulative maximum through 2040 UR criterion
- If an *assumed* well is subsequently tested and results find that the *assumed* impacted well does not exceed the water quality objective, it will be removed from the well count

By combining example scenarios #1 and #2 to count *assumed* impacted wells, Table 2 demonstrates if a UR has occurred based on the 5 percent annual, per-water year criteria for *assumed* impacts.

Table 2. Annual Groundwater Level MT Exceedances and UR Check

WY 2028	Subbasin Count of RMWs	MT Exceedances	UR Trigger	UR Occur?
Domestic Wells	2,327	99 impacted	5% (116 wells)	**No**

Table 3 demonstrates hypothetically if an UR has occurred based on the cumulative criteria for *assumed* impacts.

Table 3. Cumulative Groundwater Level MT Exceedances and UR Check

	MT Exceedances	Impacted Wells		Annual UR Triggered?	Cumulative UR Triggered?
		Annual	Cumulative		
WY 2028	3	199	199	Yes	No
WY 2029	1	20	219	No	No
WY 2030	5	220	439	Yes	Yes

For the second UR criteria, which is based on 15 percent of RMW-WQ wells Subbasin-wide exceeding an MT annually (on a water year basis), wells are counted for this criterion based on an actual confirmed sample result that exceeds the MT and a finding that the MT exceedance is the result of groundwater management activities. In the examples presented here for illustrative purposes only, there are 55 RMW-WQ wells, resulting in a trigger of 8 RMW-WQ wells per water year for an UR to occur. Notably, as data gaps are filled and additional wells are added to the RMW-WQ network, these numbers will change.

In the hypothetical scenario depicted in Table 4 of this appendix for WY 2028, there are 3 confirmed MT exceedances – meaning that the MT exceedance is based on a confirmed sample and the result of groundwater management activities, as determined through the Exceedance Policy (Appendix K-1). Because the number of confirmed MT exceedances is below the trigger of 15 percent within the water year, an UR has not occurred. Conversely, if there were 8 or more confirmed MT exceedances, then a UR will have occurred and the Kern Subbasin would need to initiate corrective actions.

Table 4. Annual Groundwater Quality MT Exceedances and UR Check

WY 2028	Subbasin Count of RMW-WQ wells	MT Exceedances	UR Trigger	UR Occur?
RMW-WQs	55	3	15% (8 wells)	No

For the third UR criteria, an UR will be deemed to occur if mitigation program funds are not available as compared to the need for mitigation. Currently, the Kern Subbasin GSAs have funded a $3.5 million Mitigation Program reserve that will be replenished annually based on incurred expenses (see Section 16.2.1.1). Note, the $3.5 million mitigation budget includes funding for uncertainty in the analysis, inflation, and climate change as well as funding for program administration, technical assistance for municipal, industrial and community wells, and mitigation for groundwater level related impacts. The Kern Subbasin $3.5 million Well Mitigation Program reserve also includes a conservative estimate of potential costs associated with water quality mitigation based on an estimate of $2,500 per domestic well mitigated due to groundwater management activities.

A. Implementation of Minimum Thresholds for Degraded Water Quality

As detailed in Section 13.3.1.4, COCs were screened to consider risks to vulnerable drinking water beneficial users based on water quality objectives that incorporate by reference drinking water standards promulgated in the Basin Plan and based on areas of the Subbasin where groundwater quality may be impacted by groundwater management activities. As shown in Table 1 of this appendix, the COCs with established SMCs in the Kern Subbasin are arsenic, nitrate (as N), nitrite, TDS, 1,2,3-TCP, and uranium.

MTs for Degraded Water Quality are set for each RMW-WQ and are tied to regulatory water quality standards – namely, water quality objectives that are considered protective of the MUN beneficial use (i.e., primary and secondary MCLs contained in CCR Title 22), as applicable to each COC (Section 13.3).

Final MTs for Degraded Water Quality for each RMW-WQ are shown in Section 13.3 in Table 13-8. Additionally, Appendix I-4 contains chemographs that plot historical water quality concentrations, the MT, and the MO for each RMW-WQ and for each COC. In total, there are 330 MTs, which incorporate 6 COCs for the 55 RMW-WQ wells (Table 13-8, Section 13.3).

The Kern Subbasin monitoring program will test each RMW-WQ twice yearly for the identified COCs (Section 15). Sampling of the RMW-WQs will occur in association with monitoring of groundwater levels to the extent possible. Spring samples will be collected between January 15 and March 30 when groundwater is typically considered to be at its seasonal high; fall samples will be collected between August 15 and November 15 when groundwater is typically considered to be at its seasonal low. Monitoring results are uploaded to the Kern Subbasin data management system (DMS), and once uploaded, are managed and addressed in accordance with the Kern County Subbasin Coordination Agreement and Exceedance Policy. All results uploaded to the DMS are available publicly.

If monitoring results at a RMW-WQ exceed a water quality objective or a Degraded Water Quality MT (Table 13-8, Section 13.3), GSAs will implement the Action Plan for Degraded Water Quality as set forth in the Exceedance Policy (Appendix K-1).

- Step 1 of the Action Plan for Degraded Water Quality looks to confirm the sample result, which may include resampling the well. If there is a confirmed sample for nitrate above the water quality objective, the GSA(s) will proceed to Step 2.
- Step 2 of the Action Plan will identify domestic well owners and non-public wells used for domestic purposes (i.e., wells that serve two to four connections) located generally within a 3-mile radius of the RMW-WQ. Once identified, the GSA(s) will send direct mail notification to these well owners of record within 30-days of sample confirmation of the water quality objective exceedance and provide owners with information regarding the Kern Water Collaborative's program for well-testing specific to nitrate, at no cost to the well owner.

If there is a confirmed sample for a non-nitrate COC above the water quality objective and/or MT, then the GSA(s) will proceed directly to Step 3 of the Action Plan, which is the Exceedance Investigation. After implementation of Step 3 of the Action Plan for Degraded Water Quality, a GSA (or GSAs) will use the findings from the exceedance investigation to determine if wells are *assumed* to be impacted due to groundwater management activities and to implement the notification procedures detailed in the Action Plan for Degraded Water Quality within 10-days after completion of the Exceedance Investigation Report (Appendix K-1).

In summary, the GSAs will implement a notification process to inform domestic and non-public well owners of record when monitoring results at an RMW-WQ are confirmed to exceed water quality objectives that are based on primary maximum contaminant levels (MCLs). The Kern Subbasin GSAs will also administer a mitigation program that seeks to mitigate Degraded Water Quality impacts to domestic wells that are degraded due to groundwater management activities (Appendix G-1).

K-2.4 Part IV – Notification and Mitigation for Degraded Water Quality

A. Notification Process

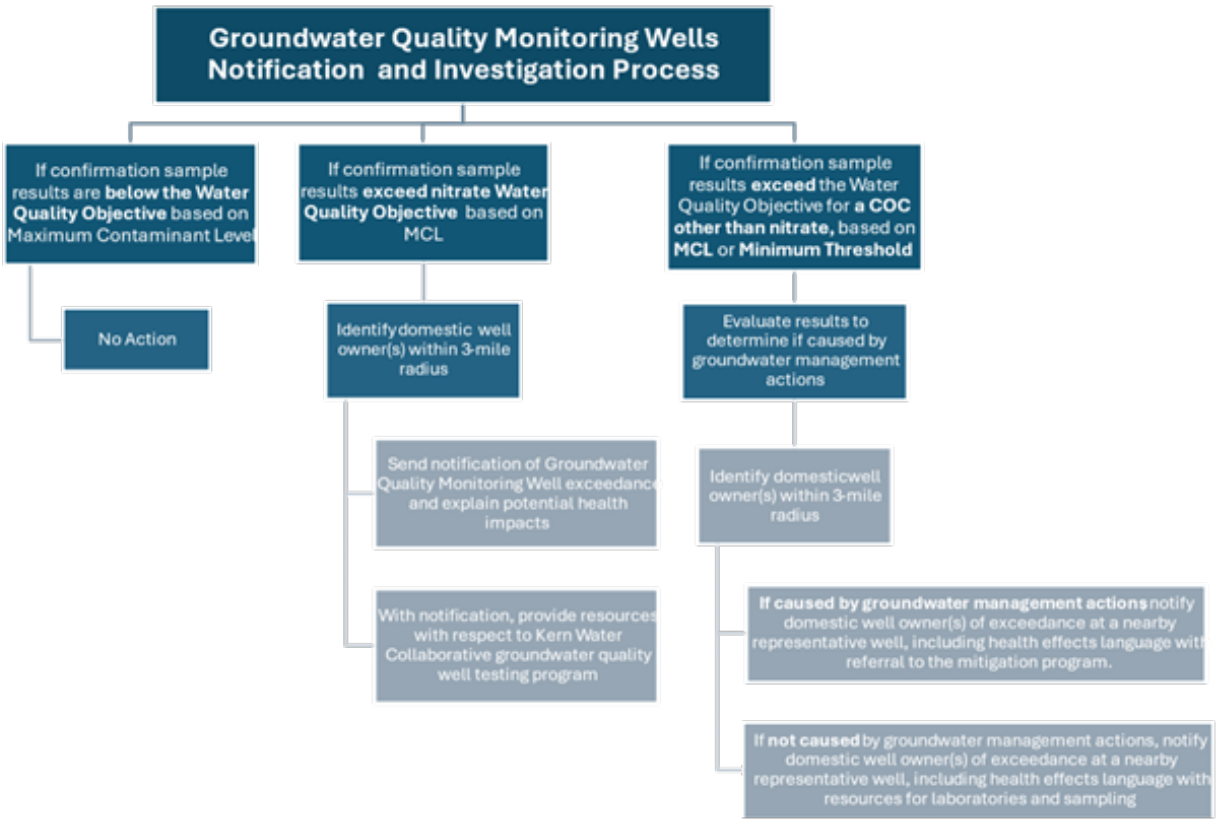
With respect to notification, the Kern Subbasin GSAs will provide notice to all domestic and non-public well owners of record generally within the 3-mile radius of an RMW-WQ that exceeds a primary MCL to inform them of potential health risk based on the RMW-WQ result. The content of the notice will vary depending on if the primary MCL exceedance at the RMW-WQ is also an MT Exceedance and if the MT exceedance investigation finds that domestic or non-public wells are *assumed* to be impacted due to groundwater management activities.

Notably, a water quality result at an RMW-WQ above a primary MCL does not necessarily mean that a particular domestic or non-public well exceeds the applicable primary MCL. Actual risk cannot be determined until that well is sampled. Thus, the notice provided will explain the differences between an RMW-WQ result and potential impact to domestic and non-public wells within the zone of influence.

Per the Exceedance Policy and Action Plan for Degraded Water Quality (Appendix K-1), direct mail notice to domestic and non-public well owners for confirmed samples that exceed the nitrate water quality objective will be provided within 30-days of sample confirmation. For confirmed nitrate exceedances, well owners will be provided information specific to the Kern Water Collaborative's program for testing wells for nitrate, at no cost to the owner, and alternative drinking water supplies for wells that exceed the nitrate water quality objective.

For non-nitrate COCs, notice of water quality objective exceedance will be provided to domestic and non-public well owners of record if the exceedance is also an exceedance of primary MCL. The content of the notice will vary depending on if the MT exceedance investigation finds that domestic or non-public wells are *assumed* to be impacted due to groundwater management activities. The notice will be provided within 10-days after completion of the Exceedance Investigation Report.

- Notice 1: If the independent professional has determined that the MT exceedance is due to GSA groundwater management activities, then domestic and non-public well owners of record for the *assumed* impacted wells will be provided notice that includes the following information:
  - Notice of the exceedance
  - Notice that their well may be impacted
  - Notice of the public health impacts associated with such exceedances
  - Specific information regarding the process available for submittal of an Application for Mitigation, which would include the opportunity for the *assumed* impacted well to be sampled and tested
- Notice 2: If the independent professional has determined that the MT exceedance is NOT due to GSA groundwater management activities, or the well is NOT one of the *assumed* impacted wells, then the domestic well and non-public well owners of record will be provided notice that includes the following information:
  - Notice of the exceedance
  - Notice that their well is NOT *likely* to be impacted by groundwater management activities but that does not mean their well water is safe to drink as other factors may contribute to exceedances of primary MCLs
  - Notice of the public health impacts associated with exceedances of primary MCLs of concern
  - General information regarding available resources should the domestic or non-public well owner desire to have their well sampled and tested



B. Mitigation for Degraded Water Quality

The Kern Subbasin Well Mitigation Program (Appendix G-1) includes a specific mitigation track for Degraded Water Quality that is similar to the mitigation program track for dry wells. For the Degraded Water Quality Mitigation Track, the Kern Subbasin GSAs anticipate that they will receive applications for mitigation in one of two manners: (1) Application received due to domestic or non-public well owner receiving a notice directly from the Kern Subbasin GSA that their well may be impacted due to groundwater management activities (Notice 1); or, (2) Application received based on general public outreach throughout the Subbasin GSAs of the Kern Subbasin Well Mitigation Program. The primary distinction between the two is based on when the application for mitigation receives technical review and analysis from an independent qualified professional to determine if the domestic or non-public well in question has degraded water quality due to groundwater management activities. In the first scenario (i.e., via Notice 1), the independent technical evaluation is implemented under the Exceedance Policy's Action Plan for Degraded Water Quality (Appendix K-1). Under the second scenario, the independent technical evaluation for making such a finding is done as part of the application review process. The steps associated with the Degraded Water Quality Mitigation Track (Appendix G) are summarized in Table 5 below.

Table 5. Degraded Mitigation Program Track Application Steps

Degraded Mitigation Program Track Application Steps			
Scenario 1 – Per MT Exceedance Policy, well *assumed* to be impacted due to groundwater management activities and receives Notice 1		**Scenario 2 – Unknown if well is impacted due to groundwater management activities; application unrelated to receiving Notice 1 per MT Exceedance Policy**	
Step 1	Specific Notice re: Degraded Water Quality Mitigation Program	Step 1	General Notice re: Degraded Water Quality Mitigation Program
Step 2	Well owner submits Application to Kern Subbasin Single Point of Contact	Step 2	Well owner submits Application to Kern Subbasin Single Point of Contact
Step 3	Contractor/Entity tests domestic well, provides short-term drinking water if MCL exceeded *Note: If domestic well does not exceed COC associated with MT exceedance, no further steps apply as it relates to Kern Subbasin Mitigation Program. Contractor/entity may continue forward as their independent program allows.*	Step 3	Contractor/Entity tests domestic well, provides short-term drinking water if MCL exceeded *Note: If domestic well does not exceed any of the Kern Subbasin COCs, no further steps apply as it relates to Kern Subbasin Mitigation Program. Contractor/entity may continue forward as their independent program allows.*
Step 4	Contractor/Entity conducts well evaluation & recommends potential long-term mitigation measure	Step 4	Contractor/Entity conducts well evaluation & recommends potential long-term mitigation measure
Step 5	Qualified Professional identified by Kern Subbasin GSAs performs evaluation of well evaluation and recommendation for long-term mitigation provided by contractor/entity	Step 5	Independent qualified professional performs investigation/evaluation using same factors for consideration and information identified in the Exceedance Policy, as applicable, to determine if degraded water quality is due to groundwater management activities. Further, qualified professional evaluates recommendation for long-term mitigation provided by contractor/entity
Step 6	Kern Mitigation Evaluation Committee will review information and findings from steps 2 through 4 to determine if well mitigation is eligible for reimbursement and provides recommendation to GSA Board.	Step 6	Kern Mitigation Evaluation Committee will review information and findings from steps 2 through 4 to determine if well mitigation is eligible for reimbursement and provides recommendation to GSA Board.
Step 7	GSA Board considers KMEC recommendation for approval of application for mitigation.	Step 7	GSA Board considers KMEC recommendation for approval of application for mitigation.
Step 8	Implementation of Long-term Solution & GSA Reimbursement If an application is approved under Step 6, GSA will work with its contractor/entity to reimburse costs for implementation of long-term solution based on terms of agreement between Kern Subbasin GSA and contractor/entity.	Step 8	Implementation of Long-term Solution & GSA Reimbursement If an application is approved under Step 6, GSA will work with its contractor/entity to reimburse costs for implementation of long-term solution based on terms of agreement between Kern Subbasin GSA and contractor/entity.

More information with respect to each step is included in the Kern Subbasin Well Mitigation Program (Appendix G-1). Further, the Kern Subbasin Well Mitigation Program

includes an appeal process if an applicant disagrees with the mitigation proposed or if an application is denied by the GSA Board. The appeal's process is explained in the Kern Subbasin Well Mitigation Program.

K-2.5 Conclusion

The Kern Subbasin's 2025 Plan incorporates a comprehensive Degraded Water Quality implementation program that goes beyond the requirements of SGMA and its implementing regulations. Through the implementation of its multiple provisions devoted to groundwater quality, Kern Subbasin water quality will be protected and mitigated as necessary and appropriate.

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 4

FROM: Michelle Anderson/Lauren Bauer

DATE: November 18, 2026

SUBJECT: Consideration and Approval of the Kern County Subbasin Well Mitigation Program Version 3.0

Issue:
Consideration and Approval of the Kern County Subbasin Well Mitigation Program Version 3.0 on behalf of the Pioneer Groundwater Sustainability Agency.

Recommended Motion:
Adopt the Kern Subbasin Well Mitigation Program Version 3.0 on behalf of the Pioneer Groundwater Sustainability Agency as outlined in the November 18, 2026, staff memorandum to the Board of Directors, Agenda Item No. 4.

Discussion:
Proposed Version 3.0 of the Kern County Subbasin Mitigation Program (Well Mitigation Program) includes the following revisions:

- **Implementation and terminology.** Updates the text to reflect current implementation and revises references to well types for consistency with the Health and Safety Code.
- **State Small Water Systems.** Adds a Dry Well Financial Assistance Track for State Small Water Systems and removes these systems from the Technical Assistance Track. Review steps mirror the domestic Dry Well Mitigation Track. Assistance includes up to $100,000 per system, one time, for technical assistance, capital improvements, or other appropriate assistance. Interim assistance is limited to Emergency Drinking Water Supplies, excluding hauled water and other interim supplies. The GSA and Self-Help Enterprises (SHE) may determine the funding transaction entities, such as a technical assistance provider or reimbursement to SHE.
- **Dry well and degraded water quality claim deadlines.** Claims alleging impacts occurring between January 1, 2015, and January 1, 2025, must be submitted no later than January 1, 2027. Claims alleging impacts occurring after January 1, 2025, must be submitted no later than one year after the date of impact.
- **State Small Water System claim deadlines.** Financial assistance claims alleging impacts occurring between January 1, 2015, and January 1, 2026, must be submitted no later than January 1, 2028. Claims alleging impacts occurring after January 1, 2026, must be submitted no later than one year after the date of impact.

- **Application review and GSA action.** Identifies the Kern Subbasin Project Manager (MLJ) as the coordinator among SHE, the Qualified Professional, the Kern Mitigation Evaluation Committee (KMEC), and the applicable GSA. Clarifies the action the GSA is to consider after receiving a KMEC recommendation through the Project Manager. These revisions apply to the Dry Well Mitigation, Degraded Water Quality Mitigation, and State Small Water System Financial Assistance Tracks.
- **Degraded Water Quality Track.** Identifies SHE as the primary contact for applications and initial evaluation. Clarifies the distinction between nitrate and non-nitrate exceedances and coordination with the Kern Water Collaborative, including SHE and the Collaborative working together for wells that exceed only the nitrate water quality objective.
- **SHE qualifications.** Acknowledges that SHE maintains independent qualifications for administering its programs and may apply additional qualifications for a dry well to qualify for mitigation.
- **Subsidence language.** Removes language stating that subsidence is not expected to result in well failures and referring to minimum threshold protocols. Subsidence remains addressed in the Exceedance Policy and associated Action Plan.

Agency Staff have reviewed the Kern Subbasin Well Mitigation Program Version 3.0 provided as Attachment 1 and recommend its adoption.

This item was discussed and recommended by the Pioneer Participants at the November 12, 2026, meeting.

Attachment 1

SEPTEMBER 2026

KERN COUNTY SUBBASIN
WELL MITIGATION PROGRAM

VERSION 3.0

PRODUCED FOR

KERN COUNTY SUBBASIN
KCS
GROUNDWATER SUSTAINABILITY AGENCIES

PRODUCED BY

K·S·C
KAHN, SOARES & CONWAY, LLP
KSCLAWYERS.COM

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Contents

Section 1: Introduction 1
Well Mitigation Program Updates 1
Section 2: Program Overview 4
Program Need 4
Self-Help Enterprises 4
Evolving Program 5
Section 3: Well Mitigation Program Tracks 6
Dry Well Mitigation Track 6
Dry Well Financial Assistance Track for State Small Water Systems 6
Dry Well Technical Assistance Track 6
Degraded Water Quality Mitigation Track 7
Section 4: Application Qualification Criteria 8
Application Qualification Criteria for Dry Well Tracks 8
Evaluating Application Eligibility for Dry Well Tracks 9
Application Qualification Criteria for Degraded Water Quality Track 9
Evaluating Application Eligibility for Degraded Water Quality 10
Section 5: Dry Well Mitigation Track Application Process 12
Step 1. Stakeholder Outreach 12
Step 2. Identify Need for Mitigation 13
Step 3. Emergency Water and Interim Supplies 13
Step 4. Mitigation Need Assessment 13
Step 5. Mitigation Qualification Assessment 14
Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager 14
Step 7. GSA Board Action 15
Step 8. Funding Transaction For Implementation of Mitigation 15
Step 9. Well Stewardship Education 16
Section 6: Dry Well Financial Assistance Track for State Small Water Systems ..18
Who can apply for the Dry Well Financial Assistance Track? 18
Step 1. Stakeholder Outreach 18
Step 2. Identify Need for Mitigation 18
Step 3. Emergency Drinking Water Supplies 19
Step 4. Financial Assistance Needs Assessment 19
Step 5. Financial Assistance Qualification Assessment 19
Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager 20

Step 7. GSA Board Action 21
Step 8. Funding Transaction for Implementation of Financial Assistance 21
Step 9. Well Stewardship Education 22

Section 7: Dry Well Technical Assistance Track Application Process 24

Step 1. Stakeholder Outreach 24
Step 2. Identify Need for Technical Assistance 24
Step 3. Meeting with Applicant and GSA Staff 27
Step 4. Technical Assistance Needs Assessment 27
Step 5. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager 27
Step 6. GSA Board Action 28
Step 7. Technical Assistance and Indemnification Selection Agreement 28
Step 8. Funding Transaction 29

Section 8: Degraded Water Quality Mitigation Track Application Process 31

Step 1. Public Outreach & Engagement 31
Step 2. Applicant Applies for Assistance 32
Step 3. Domestic Well Testing and Emergency Drinking Water Supplies 32
Step 4. Mitigation Needs Assessment 33
Step 5. Mitigation Qualification Assessment 33
Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager 33
Step 7. GSA Board Action 34
Step 8. Funding Transaction for Implementation of Mitigation 34
Step 9. Well Stewardship Education 35

Section 9: Appeal Process 37

Section 10: Application Privacy 37

Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs 38

Groundwater Level Impacts 38
Groundwater Quality Impacts 43

Section 12: Mitigation Funding and Anticipated Costs 45

List of Figures

Figure 1. Kern Subbasin 3
Figure 2. Mitigation Program Tracks 7
Figure 3. Application Qualification Criteria 8
Figure 4. Kern Subbasin Mitigation Evaluation Committee (KMEC) 11
Figure 5. Mitigation Track Application Process (Domestic Wells) 17
Figure 6 Dry Well Financial Assistance Track for State Small Water Systems 23
Figure 7. Guidance on Identifying GSA Identification via SGMA Data Viewer 25

Figure 8. Technical Assistance Track Application Process (Community Wells) 30
Figure 9. Degraded Water Quality Mitigation Track Application Process (Domestic Wells) 36
Figure 10. Groundwater Levels Relative to Pump Intake and Bottom of Well 39
Figure 11. Domestic Well Depths in the Kern Subbasin (as of November 2024) 40
Figure 12. Small Community Well Depths in the Kern Subbasin (as of November 2024) 41
Figure 13. Municipal & Industrial Well Depths in the Kern Subbasin (as of November 2024) 42

List of Tables

Table 1. GSA Contact Information 26

Attachments

Attachment G1. Technical Assistance Track Application
Attachment G2. Conceptual Indemnification Agreement Example for Technical Assistance Track Applications Assistance

Attention

If you have experienced a loss of drinking water, please contact **Self-Help Enterprises** at **(559) 802-1685**. Self-Help Enterprises is available to assist with accessing emergency drinking water and interim drinking water supplies.

For applications regarding drinking water wells (including agricultural wells used for drinking water purposes), please fill out the online intake form on Self-Help Enterprises' website:
https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/

Atención

Si experencia pérdida de agua potable, comuníquese con **Self-Help Enterprises** al **(559) 802-1685**. Self-Help Enterprises está disponible para ayudarle con el acceso a agua potable de emergencia y suministros provisionales de agua potable.

Para reclamos relacionados con pozos de agua potable (incluidos los pozos agrícolas utilizados para fines de agua potable), complete el formulario de admisión en línea en el sitio web de Self-Help Enterprises:
https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/

Section 1: Introduction

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of Assembly Bill 1739 (Dickinson), Senate Bill 1168 (Pavley), and Senate Bill 1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA), which is codified in Section 10720 et seq. of the California Water Code. In his signing statement, Governor Brown emphasized that "groundwater management in California is best accomplished locally." This legislation created a statutory framework for groundwater management that can be sustained during the planning and implementation horizon without causing undesirable results.

SGMA requires high and medium priority basins to achieve sustainability by avoiding undesirable results. These basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, such as the Kern County Subbasin (Kern Subbasin), the deadline for achieving sustainability is 2040.

The Kern Subbasin is comprised of 20 Groundwater Sustainability Agencies (hereafter collectively referred to as the "Kern Subbasin GSAs") working together to achieve groundwater sustainability (**Figure 1**). To comply with SGMA Regulations, the Kern Subbasin GSAs prepared a coordinated Groundwater Sustainability Plan (2025 Plan) to achieve sustainability by 2040. The Well Mitigation Program is considered part of the 2025 Plan.

In general, the Kern Subbasin GSAs will fund administration, outreach, analyses, technical assistance, financial assistance and mitigation services necessary to restore drinking water for households that have lost access to safe drinking water due to groundwater management activities associated with implementation of the 2025 Plan. While households may lose access to their water supply for many reasons, the purpose of this Well Mitigation Program is to avoid or address impacts caused by groundwater management activities undertaken by the Kern Subbasin GSAs after January 1, 2015. For portions of the Well Mitigation Program, the Kern Subbasin GSAs have partnered with Self-Help Enterprises, a local expert in providing solutions for households losing access to drinking water described in Section 2. Separate from this Well Mitigation Program, Self-Help Enterprises also administers services for households losing access to their water supply due to causes other than the Kern Subbasin GSAs' groundwater management activities. This collaboration between the Kern Subbasin GSAs and Self-Help Enterprises with respect to loss of access to safe drinking water allows Self-Help Enterprises to generally serve as a single point of contact for households in the Kern Subbasin losing access to drinking water as described.

Well Mitigation Program Updates

In Version 2.0 of the Well Mitigation Program, the Kern Subbasin GSAs established a dedicated program track to address degraded water quality. This Degraded Water Quality Mitigation Track is distinct from the Dry Well Mitigation Track and is described further herein.

Here, in Version 3.0, the Kern Subbasin GSAs have established a financial assistance track for state small water systems (i.e., 5 to 14 connections and less than 25 residents) to address dry wells, or wells at risk of becoming dry, due to groundwater management activities. Financial assistance for state small water systems is separate from the technical assistance track, which applies to public water systems that are also a community water system. Under the Dry Well Financial Assistance Track for State Small Water Systems, eligible systems may receive up to $100,000.

The Kern Subbasin GSAs are committed to implementing this Well Mitigation Program within the Plan Area to provide emergency drinking water supplies and interim water supplies (as applicable), as well as long-term solutions, for households that rely on domestic wells[1] and have lost access to drinking water due to groundwater management activities occurring after January 1, 2015. In addition, the Well Mitigation Program provides alternative drinking water supplies to domestic well users that experience water quality degradation due to groundwater management activities occurring after January 1, 2015.

The Well Mitigation Program document explains the application process, funding mechanisms, and the roles and responsibilities of the Kern Subbasin GSAs and Self-Help Enterprises to implement the Well Mitigation Program and the four tracks within the Well Mitigation Program. The Well Mitigation Program document also explains how the Kern Subbasin GSAs will determine if applications are eligible for assistance.

[2] The terms community water systems and small community water systems as used in this Appendix mean the same as defined in Health and Safety Code, § 116275.

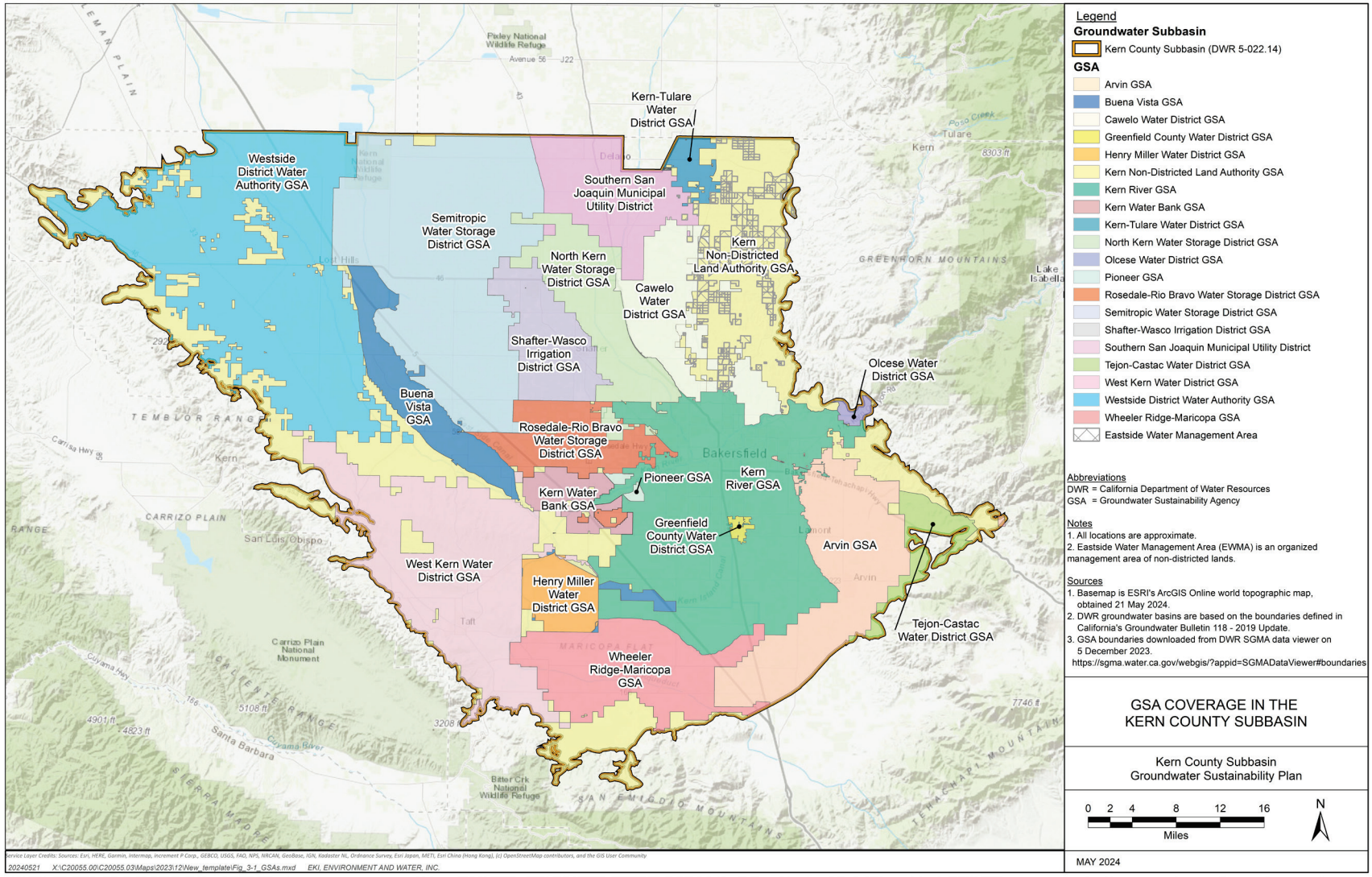


Figure 1. Kern Subbasin

Section 2: Program Overview

The Well Mitigation Program (or "Program") provides mitigation for impacts to domestic wells, financial assistance to state small water systems and technical assistance for public water systems that are also a community water system, where it can be demonstrated that groundwater supply wells have been adversely affected by declining groundwater levels due to groundwater management activities occurring after January 1, 2015. The Well Mitigation Program also addresses impacts on domestic wells adversely affected by groundwater quality degradation resulting from groundwater management activities occurring after January 1, 2015.

Mitigation, financial assistance and technical assistance under this Program are not available for impacts that were subject to a prior domestic well impact application that was settled and mitigated under another well mitigation plan or program, or if financial or technical assistance was provided to an agency previously. To be eligible under this Program, an application for mitigation must generally be submitted no later than one year after the date of the impact. For impacts occurring between January 1, 2015, and January 1, 2025, applications must be submitted no later than January 1, 2027, which is approximately two years after adoption of this Program For state small water systems applying for dry well financial assistance, to be eligible an application must be presented no later than January 1, 2028, for an impact occurring between January 1, 2015, and January 1, 2026, and no later than one year after the date of the impact for all other applications.

The Well Mitigation Program may be revised as lessons are learned, data gaps are resolved, new analytical tools are available, and mitigation and administrative costs evolve. The Well Mitigation Program is designed as an iterative document with adaptive management at the forefront.

Program Need

The Kern Subbasin GSAs are collaboratively managing water supplies within the Plan Area to achieve sustainability by 2040 through implementation of the 2025 Plan, which includes actions established in the exceedance policies detailed in Appendix K to the 2025 Plan.

However, groundwater levels in parts of the Kern Subbasin may decline, and land subsidence may occur while the Kern Subbasin GSAs implement projects and management actions (P/MAs) through the planning and implementation horizon. Declining groundwater levels created by groundwater management activities during the implementation phase of the 2025 Plan may also induce unintended groundwater quality impacts. The Kern Subbasin GSAs recognize potential impacts may occur and thus have identified the need for establishing this Well Mitigation Program to be protective of beneficial uses and users within the Plan Area.

Self-Help Enterprises

The Kern Subbasin GSAs are collaborating with Self-Help Enterprises to administer emergency drinking water supplies, interim water supplies, long-term mitigation support, and well stewardship educational resources for qualifying applications for those experiencing a loss in access to drinking water supplies. Self-Help Enterprises' Emergency Services team are local experts in well mitigation, administering these same services for low-income households across the San Joaquin Valley. This Well Mitigation Program expands Self-Help Enterprises' existing program to support households regardless of income-limitation and addresses Kern Subbasin GSAs local approaches to mitigating potential undesirable results as defined in the 2025 Plan.

The Kern Subbasin GSAs have entered into an agreement with Self-Help Enterprises to provide financial support for their implementation services of the Well Mitigation Program as it relates to dry wells and loss of access to drinking water for those that rely on domestic wells, and financial assistance for state small water systems. The agreement between the Kern Subbasin GSAs and Self-Help Enterprises provides that the Kern Subbasin GSAs will reimburse Self-Help Enterprises for costs associated with program administration, groundwater quality sampling, emergency drinking water supplies, interim water supplies, and long-term mitigation measures for applications qualifying for mitigation under this Well Mitigation Program.

Self-Help Enterprises will continue to serve as a contract mediator and lender for applicants to arrange mitigation with well drillers and others to perform long-term physical mitigation.

As agreed on by the Kern Subbasin GSAs and Self-Help Enterprises, the Kern Subbasin GSAs are responsible for reimbursing Self-Help Enterprises for costs related to implementation of the Dry Well Mitigation Track, Dry Well Financial Assistance Track for State Small Water Systems and Degraded Water Quality Mitigation Track due to impacts caused by groundwater management activities after January 1, 2015. Where a well is impaired for reasons other than groundwater management activities, Self-Help Enterprises may offer emergency drinking water assistance and mitigation through alternative programs. It is important to the Kern Subbasin GSAs and Self-Help Enterprises to lessen the burden on households experiencing drinking water issues, where possible. Self-Help Enterprises collaboration is intended to create a “one-stop-shop” for emergency drinking water supplies, interim water supplies and mitigation and allows the financial exchanges to be handled by the Kern Subbasin GSAs and Self-Help Enterprises administrative teams.

In the case of nitrate, the Kern Subbasin GSAs will work with the Kern Water Collaborative to address emergency or interim drinking water supplies, and long-term solutions for nitrate impacts, as determined appropriate.

Evolving Program

As the Kern Subbasin GSAs collect more data and gain insights from demand management changes, project implementation, improved analytical tools and well registration, opportunities to refine the Well Mitigation Program are expected to emerge. In addition to improved data and analytics, lessons will be learned through the implementation of the Well Mitigation Program. Costs to mitigate wells, provide emergency and interim water supplies, and administration may also evolve over time. The Kern Subbasin GSAs intends for the Well Mitigation Program to be iterative and evolve as new information, funding, and efficiencies are understood.

Section 3: Well Mitigation Program Tracks

The Well Mitigation Program has four tracks: (1) Dry Well Mitigation Track; (2) Dry Well Financial Assistance Track for State Small Water Systems; (3) Dry Well Technical Assistance Track for Public Water Systems; and (4) Degraded Water Quality Mitigation Track. **Figure 2** summarizes who qualifies for each track. More detail on the application process for each track is described under their respective sections of this Program (starting on **Page 12** for the Dry Well Mitigation Track, **Page 18** for the Dry Well Financial Assistance Track for State Small Water Systems, **Page 24** for the Dry Well Technical Assistance Track for Public Water Systems, and **Page 31** for the Degraded Water Quality Mitigation Track).

Dry Well Mitigation Track

The Dry Well Mitigation Track offers emergency drinking water supplies within 24-hours of notification to Self-Help Enterprises, interim water supplies (hauled tank water) and long-term mitigation solutions for domestic wells that have been impacted and meet the qualification criteria explained starting on **Page 8**.

Under this Well Mitigation Program, domestic wells are defined as having at maximum of 4 service connections to 4 separate households. An eligible domestic well may also be a multi-use domestic well, which is an agricultural well used to supply drinking water to at least one but no more than four households. Agricultural wells used solely for agricultural purposes are not eligible for assistance under the Program.

More information on the application process for the Dry Well Mitigation Track starts on **Page 12**.

Dry Well Financial Assistance Track for State Small Water Systems

The Dry Well Financial Assistance Track offers up to $100,000 in financial assistance to support long-term mitigation solutions for state small water systems that have been impacted and meet the qualification criteria explained on **Page 8**. The Dry Well Financial Assistance Track for State Small Water Systems also offers emergency drinking water (i.e., bottled water) to households served by the state small water system for an appropriate period of time. State Small Water Systems are systems that provide piped water to the public for human consumption that serves at least five, but not more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year. Dry Well Financial Assistance for State Small Water Systems may include assistance in the form of grant development, feasibility planning, technical assistance, capital improvements and other forms of assistance to support long-term solutions.

More information on the application process for the Dry Well Financial Assistance Track starts on **Page 18**.

Dry Well Technical Assistance Track

The Dry Well Technical Assistance Track offers up to $50,000 in funding to support technical assistance in the form of grant development, feasibility planning, or other mechanisms useful to support public water

systems that are also community water systems (including small community water systems)[2] that have been impacted and meet the qualification criteria explained below.

More information on the application process for the Technical Assistance Track starts on Page 16.

Degraded Water Quality Mitigation Track

The Degraded Water Quality Mitigation Track offers alternative drinking water for users that rely on domestic wells. Alternative drinking water may consist of supplying bottled water on an interim basis until a long-term solution is identified or until the water no longer exceeds primary maximum contaminant levels (MCLs). Long-term solutions will vary and may consist of installation of point of use or point of entry treatment systems within the home or at the well – depending on the circumstances. Domestic wells are those wells serving no more than four connections. An eligible domestic well may also be a multi-use domestic well, which is an agricultural well used to supply drinking water to at least one but no more than four households. Agricultural wells used solely for agricultural purposes are not eligible for assistance under the Program.

More information on the application process for the Degraded Water Quality Mitigation Track starts on Page 31.



Figure 2. Mitigation Program Tracks

[2] The terms community water systems and small community water systems as used in this Appendix mean the same as defined in Health and Safety Code, § 116275.

Section 4: Application Qualification Criteria

Application Qualification Criteria for Dry Well Tracks

Not all impacts to wells qualify for mitigation under the Well Mitigation Program's Dry Well Tracks. For example, a well's electrical or mechanical failure may be due to reasons independent of groundwater management activities. Therefore, criteria were established to determine if an application qualifies for assistance under the Well Mitigation Program tracks. The Dry Well Mitigation Program's qualification criteria are shown in **Figure 3**. The same criteria apply the Dry Well Mitigation Track, Dry Well Financial Assistance Track for State Small Water Systems and the Dry Well Technical Assistance Track for Public Water Systems.

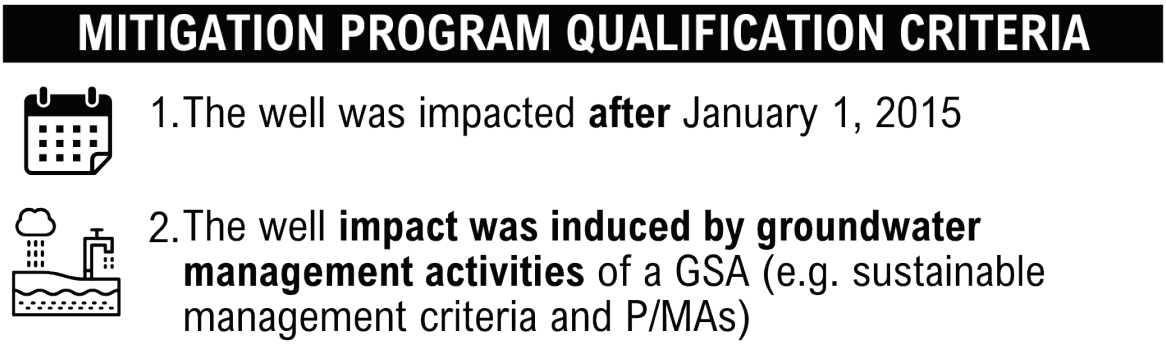


Figure 3. Application Qualification Criteria

Applicants are encouraged to submit applications immediately upon impact. Reimbursement for impacts already mitigated is not available under this Program. Applications need to be submitted within one year of the impact to qualify. For impacts older than one year, the Kern Subbasin GSAs may consider such applications on a case-by-case basis, but such applications need to include comprehensive documentation of the impact. Documentation that is relevant to the application are photos of the well, photos and descriptions of site conditions, recorded groundwater level measurements, and groundwater quality data. The documentation is necessary because the current well conditions would be unrepresentative of conditions during the time of impact, hindering an effective desktop and field evaluation to assess qualification criteria.

The Well Mitigation Program launched in January 2025 for Dry Well Mitigation and Dry Well Technical Assistance and was expanded in January 2026 for Dry Well Financial Assistance to State Small Water Systems. Starting January 1, 2027 (or two-years from Program adoption), Dry Well Mitigation and Dry Well Technical Assistance applications for impacts older than one year will not be eligible for consideration, except under unique circumstances. Starting January 1, 2028 (or two-years from Program expansion for Dry Well Financial Assistance for State Small Water Systems), applications for financial assistance for state small water systems older than one-year will not be eligible for consideration, except under unique circumstances. This is because well conditions over a year old would be unrepresentative of current conditions, making it more difficult to perform a site-assessment. The first two years of implementation offers an exemption from this criterion because the Well Mitigation Program, or parts thereof, are new and it will take some time for

the general public to be made aware of the resources available to them, and relevant timelines, through ongoing public engagement and outreach initiatives.

Evaluating Application Eligibility for Dry Well Tracks

Application eligibility will be evaluated on a case-by-case basis. The application processes, described for the Dry Well Mitigation Track on **Page 12**, Dry Well Financial Assistance Track on **Page 18**, and for the Dry Well Technical Assistance Track on **Page 24**, detail how an application is processed, including evaluations of eligibility based on the qualification criteria identified in the Section above and **Figure 3**. The evaluation of eligibility will occur in two stages:

Stage 1 – Initial Screening: A Qualified Professional (e.g., PG, PE, CHG) will perform a technical evaluation determining if the impact (1) occurred after January 1, 2015 and was (2) induced by groundwater management activities. The qualified professional will evaluate available data and information, including considerations similar to that when evaluating potential causes of exceedances, consistent with the approach described in Appendix K of the 2025 Groundwater Sustainability Plan (Exceedance Policy and Action Plans for Exceedances). The qualified professional will also consider the context of well vulnerability described in described in **Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs** (starting on **Page 38**).

Stage 2 – KMEC Eligibility Evaluation: The Kern Subbasin Mitigation Evaluation Committee (KMEC) is a three-seat committee intended to minimize bias in the recommendation process, as shown in **Figure 4**. The KMEC will provide an intermediate evaluation between the technical evaluation performed by the Qualified Professional and the applicable Kern Subbasin GSA's final determination. The KMEC's evaluation will include both technical considerations and locally relevant stakeholder input.

Application Qualification Criteria for Degraded Water Quality Track

Not all wells will qualify for mitigation under the Well Mitigation Program's Degraded Water Quality Mitigation Track. For example, a well that was already degraded for the constituent of concern (COC) prior to January 1, 2015, will not qualify. Wells impacted by degraded water quality will only qualify for mitigation under this program if the degradation is due to groundwater management activities. Wells affected by other, unrelated factors will not be eligible for mitigation through this program.

Degraded Water Quality for the purposes of eligibility under this Well Mitigation Program track will be evaluated on a case-by-case basis. For some, initial eligibility may be pre-determined through the Kern Subbasin Exceedance Policy and Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan) whereby domestic well owners with an *assumed* water quality impact due to GSA management activities receive notice with respect to potential Degraded Water Quality Mitigation and information on the application process for seeking mitigation. For others, their application will be subject to a case-by-case evaluation as part of the application process that considers readily available data and information and consideration of factors similar to those considered as part of a minimum threshold exceedance investigation, as described in Step 3 of the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan), as applicable. Notably, and as described in the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan), where there are nitrate exceedances above the nitrate water quality objective at representative monitoring wells for water quality, domestic well owners will be provided notice and information with respect to the Kern Water Collaborative's program for well-testing specific to nitrate, at no cost to the well owner. Further, under the Kern Water Collaborative's program, alternative drinking water supplies are offered to residents reliant on a domestic well that exceeds the water quality objective for nitrate.

To ensure transparency and clarity, the application review steps for the Degraded Water Quality Mitigation Track are set forth for two distinct scenarios:

Scenario 1: In accordance with the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan), a domestic well owner *assumed* to be impacted due to GSA management activities will receive a notice related to degraded water quality for non-nitrate constituents of concern when there is an exceedance of a water quality objective based on a primary drinking water quality standard at a representative monitoring well for water quality. The non-nitrate constituents of concern for the Kern Subbasin that are based on primary drinking water quality standards are arsenic, 1,2,3-trichloropropane, and uranium. The notice provided will include instructions for submitting an application.

Scenario 2: In this scenario, the Kern Subbasin GSAs' single point of contact or Self-Help Enterprises may receive an application for mitigation unrelated to notice provided per the Action Plan for Degraded Water Quality. In this scenario, there is no known assumption that the well may be impacted due to GSA management activities.

While the scenarios and their associated steps are generally similar to each other—and to those in the Dry Well Mitigation Track—there are some minor differences. These distinctions are explained here.

Evaluating Application Eligibility for Degraded Water Quality

The Kern Subbasin GSAs anticipate that applications for mitigation of Degraded Water Quality will be received by a single point of contact or Self-Help Enterprises. The applications will be screened as follows:

Stage 1 – Initial Screening: Wells *assumed* to be impacted due to groundwater management activities pursuant to the Exceedance Policy will receive direct and specific notice of their potential eligibility for mitigation—subject to additional confirmation—and notice regarding the application process.

For applications received under Scenario 2, initial screening and evaluation will be conducted by Self-Help Enterprises after it has been submitted to Self-Help Enterprises or the Kern Subbasin GSAs appointed single point of contact.

For both scenarios, domestic well sampling and analysis for the Kern Subbasin COCs will be part of the initial screening process to determine if the well associated with the application exceeds one or more water quality objectives based on primary MCLs and if such an exceedance is related to GSA management activities. The Kern Subbasin GSAs anticipate that Self-Help Enterprises will perform well sampling and analysis as part of their agreement with the Kern Subbasin GSAs. The Kern Subbasin GSAs and Self-Help Enterprises will work in tandem with the Kern Water Collaborative for addressing domestic wells that may only exceed the nitrate water quality objective.

Stage 2 – **Domestic Well Eligibility Evaluation**: Depending on the result(s) for the well sample, Stage 2 will either consist of (1) no further action necessary and the domestic well owner of record will be notified of such; or (2) be eligible for further evaluation to determine eligibility for mitigation. No further action will be necessary if the well test results indicate that there are no exceedances of water quality objectives based on primary MCLs that were tested. The Kern Subbasin GSAs are mindful of sharing only factual information and not making false claims regarding the safety of drinking water overall. Notices will be developed in a thoughtful and mindful manner to avoid implying that a well is safe to drink in light of the number of emerging contaminants for which testing may not yet occur.

If there is an exceedance of the nitrate water quality objective but no exceedances of water quality objectives for non-nitrate constituents of concern based on primary MCLs, the application will be referred to the Kern Water Collaborative for assistance.

If there are exceedances for the non-nitrate COCs, application eligibility will be further evaluated in the same manner as applications for dry wells.

(A) A Qualified Professional (e.g., PG, PE, CHG) will perform a technical evaluation of the initial assessment performed, including the proposed mitigation solution in the initial assessment. As part of the technical evaluation, the Qualified Professional will also further evaluate the individual domestic well in question, its location, and potential causes for degradation to determine if degraded water quality is due to groundwater management activities. The Qualified Professional may review the Exceedance Investigation Report prepared under the Action Plan for Degraded Water Quality, if available.

(B) The Kern Subbasin Mitigation Evaluation Committee (KMEC) will conduct its evaluation. The KMEC is a three-seat committee intended to minimize bias in the recommendation process, as shown in **Figure 4**. The KMEC will provide an intermediate evaluation between the technical evaluation performed by the Qualified Professional and the GSA's final determination. The KMEC's evaluation will include both technical considerations and locally relevant stakeholder input.

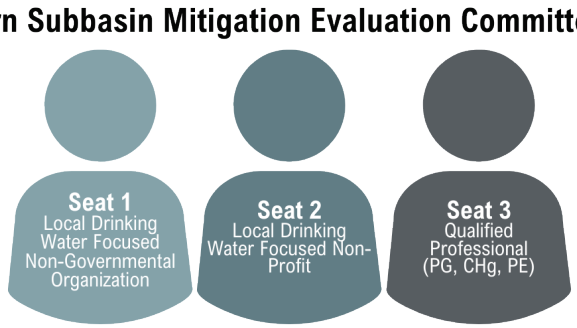


Figure 4. Kern Subbasin Mitigation Evaluation Committee (KMEC)

Section 5: Dry Well Mitigation Track Application Process

The Well Mitigation Program includes three tracks specifically applicable to dry wells or wells experiencing a loss of access to drinking water, based on the type of well and forms of mitigation or assistance available (**Figure 2**). This section describes the Dry Well Mitigation Track, which includes emergency drinking water supplies, interim water supplies, and long-term solutions for domestic wells impacted by GSA management activities that occurred after January 1, 2015. The application process for the Dry Well Mitigation Track is explained below and in **Figure 5**.

Who can apply under the Mitigation Track?



Private Domestic Well Owners[3]

In the Kern Subbasin, private residences in some unincorporated and unconsolidated small communities and rural portions of the County rely on private wells to meet their domestic water supply needs. Households relying on individual domestic wells for their water supply may apply for assistance under the Dry Well Mitigation Track. For purposes of this Well Mitigation Program, domestic wells are defined as wells with a maximum of four household connections for drinking water purposes.



Multi-Use Drinking Water Wells (Agricultural Well Owners Using Agricultural Wells for Domestic Supply)

Some private well owners use their wells for both domestic potable supply to a residence and irrigation. Households relying on these wells for drinking water supply may apply for assistance under the Dry Well Mitigation Track. For purposes of this Well Mitigation Program, multi-use drinking water wells are defined as wells used for both agricultural and domestic household purposes with a maximum of 4 service connections.

Dry Well Mitigation Track Application Process

Step 1. Stakeholder Outreach

Stakeholder outreach is critical to implementing an effective Well Mitigation Program and informing domestic well owners of the availability of assistance if they are experiencing a dry well or threatened with a dry well.

The Kern Subbasin GSAs will maintain public awareness of this Well Mitigation Program through postings on GSA websites, agenda items at GSA Board Meetings and stakeholder meetings, locally relevant public events and coordinating with Self-Help Enterprises' outreach initiatives in the Kern Subbasin. This ongoing outreach

[3] Wells used for drinking water purposes that have four or less connections are considered 'domestic' wells in this program. Wells with more than four connections used for drinking water purposes are considered state small systems or community water systems (depending on the connection count), consistent with the terms as defined in Health and Safety Code § 116275.

also includes coordination with Kern Water Collaborative, in which it will publicize the Well Mitigation Program as part of the Memorandum of Understanding between the Kern Subbasin GSAs and the Kern Water Collaborative. All ongoing outreach will be made available in English and Spanish, as needed.

Step 2. Identify Need for Mitigation

Applicants who have lost access to drinking water must contact Self-Help Enterprises to initiate the mitigation application process. Due to existing laws limiting site access, applications must be submitted by landowners on whose property the adversely impacted well is located; however, in the event a tenant is experiencing loss of access to drinking water, the tenant well user is encouraged to contact the GSA, and the GSA will work with Self-Help Enterprises to notify the well owner of how to apply for mitigation and the benefits of the Well Mitigation Program.

For questions on the applications process or tenant questions on advocating for mitigation support with a landlord(s), a tenant well user should contact the local GSA (**Table 1**) and/or Self-Help Enterprises.

Self-Help Enterprises

(559) 802-1685

8445 W Elowin Ct

Visalia, CA 93291

An online intake form is available on Self-Help Enterprises' website:
https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/

Translation services are available via phone or in-person.

Step 3. Emergency Water and Interim Supplies

After an application for mitigation is submitted, Self-Help Enterprises will arrange temporary emergency drinking water supplies within 24 hours in the form of bottled water to applicants. Interim supplies, which may include water tanks with delivered supplies, or other appropriate interim measures will be arranged for these households as determined appropriate by Self-Help Enterprises and the Kern Subbasin GSAs in accordance with the agreement between the Parties. The relevant Kern Subbasin GSA will fund and/or reimburse Self-Help Enterprises for administering and supplying emergency drinking water supplies and interim water supplies for qualifying applications per the terms of the agreement between the Parties.

Step 4. Mitigation Need Assessment

Self-Help Enterprises' field staff will perform an initial assessment, including a site visit and discussions with the landowner and/or tenants. Translation services for Spanish and Punjabi can be made available by Self-

Help Enterprises, as needed. Following the assessment, Self-Help Enterprises will provide documentation and findings to the Kern Subbasin Project Manager for administration of the Well Mitigation Program (hereafter referred to as the "Kern Subbasin Project Manager").[4] The Kern Subbasin Project Manager will notify the appropriate GSA of the impacted well location and provide Self-Help Enterprises' initial assessment to the designated qualified professional (who will be performing the evaluation in Step 5).

Kern Subbasin Project Manager for the Well Mitigation Program

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Step 5. Mitigation Qualification Assessment

As directed by the Kern Subbasin Project Manager, the designated qualified professional (e.g., PG, CHg, PE) will perform a technical evaluation of the information from Self-Help Enterprises on the well, historical groundwater conditions, land use data, and other relevant data and information to determine if the application qualifies for mitigation under the Well Mitigation Program. The qualified profession will document their evaluation, findings and recommendation in a written memorandum that is delivered to the Kern Subbasin Project Manager. Following receipt of the qualified professionals documented evaluation, findings and recommendations, the Kern Subbasin Project Manager will convene the Kern Mitigation Evaluation Committee (KMEC) for further review as discussed under Step 6.

See the Kern Subbasin's 2025 Groundwater Sustainability Plan's Appendix K and **Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs** for more information on the type of data and information to be considered and assessed during this step.

Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager

The KMEC's primary purpose is to review the qualified professional's evaluation, findings and recommendations, and then make a recommendation regarding well mitigation and well eligibility for mitigation under the Well Mitigation Program. The KMEC consists of three representatives from objective organizations. The KMEC's recommendation (i.e., recommending mitigation or recommending denial of mitigation) is then conveyed to the Kern Subbasin Project Manager, who then conveys the KMEC's recommendation to the applicable GSA and Self-Help Enterprises. The KMEC retains the authority to override the qualified professional's recommendation based on its independent review of the circumstances present.

Where the application is determined to be qualified for mitigation by the KMEC, the KMEC evaluates the findings and recommendation of mitigation measure(s). The KMEC prepares an agreed upon recommendation of (1) proposed mitigation measure(s) and (2) estimated costs associated with administration, assessment, interim supplies (if appropriate), and physical mitigation to be shared with the Board of Directors of the GSA in which the impacted well is located.

The KMEC's recommendation for long-term mitigation may include, but is not limited to:

- Deepen the well

[4] The Kern Subbasin GSAs have collectively identified a single Project Manager for administration of the Well Mitigation Program to ensure efficient and consistent communications regarding implementation of the Well Mitigation Program between Self-Help Enterprises, the KMEC, qualified professional and Kern Subbasin GSAs.

- Construct a new well
- Modify pump equipment, including lowering the pump
- Consolidation with an existing water system in the vicinity
- Establishment of a new small public water system
- With the consent of the applicant and Self-Help Enterprises, provide other acceptable means of mitigation

Where the KMEC finds the application to not be qualified for mitigation under the Well Mitigation Program, the KMEC will document its decision and provide an explanation with respect to its decision.

As noted previously, the KMEC's recommendation will be conveyed to the Kern Subbasin Project Manager, who will manage subsequent communications to Self-Help Enterprises and the relevant GSA.

Notably, in cases where the application does not meet the qualification criteria as determined by the qualified professional and the KMEC, the applicant may qualify for mitigation support via other programs that Self-Help Enterprises administers. Self-Help Enterprises will work directly with those applicants to identify options.

Step 7. GSA Board Action

After receiving the KMEC recommendation from the Kern Subbasin Project Manager, the GSA Board of Directors must act to either consider approval of mitigation funding reimbursement or accept a KMEC recommendation that denies mitigation reimbursement. After considering and acting on the KMEC recommendation (approving or not approving mitigation funding reimbursement), the GSA will notify the Kern Subbasin Project Manager in writing of its final decision. The Kern Subbasin Project Manager will notify Self-Help Enterprises of the GSA's decision, who in turn will then inform the applicant of the GSA's determination.

Where the GSA has acted to approve mitigation funding reimbursement, the GSA may thereafter communicate directly with Self-Help Enterprises with respect to implementation of the identified mitigation measure. Where the GSA has acted to deny mitigation funding reimbursement or acted to accept a KMEC recommendation of denial, applicants may appeal the decision pursuant to the Appeal Process. More information is available in the **Section 9: Appeal Process** on **Page 37**.

Step 8. Funding Transaction For Implementation of Mitigation

Upon receiving notice of a GSA's decision with respect to approval of mitigation funding reimbursement from the Kern Subbasin Project Manager, Self-Help Enterprises will move forward with completing an agreement and all other necessary documentation with the Applicant. Except as otherwise agreed by the Kern Subbasin GSAs and Self-Help Enterprises under their Agreement, Self-Help Enterprises will advance funding to implement the agreed upon mitigation measure(s). The applicant must complete all of Self-Help Enterprises required legal agreements before reimbursement between Self-Help Enterprises and the Kern Subbasin GSAs is administered. Self-Help Enterprises does not carry out the mitigation measure(s) but acts as a contract coordinator and funding source between the driller/pump contractor and the applicant. The GSA, pursuant to the terms of the Agreement between the Parties, will reimburse Self-Help Enterprises for funding all qualifying mitigation support services, including emergency drinking water supplies and interim water supplies, and Well Mitigation Program administration. Self-Help Enterprises and the Kern Subbasin GSAs may establish a funding protocol, including the necessary documentation, for advancing funds, and may agree to deposits to maintain sustainable cashflow for Self-Help Enterprises' administration of the Well

Mitigation Program. While the Kern Subbasin GSAs fund well mitigation, neither the GSA, member agencies of the GSA, nor Self-Help Enterprises will be liable or responsible for any work performed by contractors.

Step 9. Well Stewardship Education

After the physical mitigation services have commenced, Self-Help Enterprises will administer a Well Stewardship Education training to empower the applicant to maintain the mitigated well. The Well Stewardship Education training involves well and water system filtration maintenance training and financial planning guidance to save for long-term well maintenance.

Dry Well Mitigation Track for Domestic & Multi-Use Domestic Wells



Figure 5. Mitigation Track Application Process (Domestic Wells)

Section 6: Dry Well Financial Assistance Track for State Small Water Systems

The Well Mitigation Program includes a Dry Well Financial Assistance Track for State Small Water Systems that have been impacted by groundwater management activities after January 1, 2015. The Dry Well Financial Assistance Track includes up to $100,000 in financial assistance per system for implementation of mitigation actions or for grant application development, contingency planning, feasibility studies, or well design. The application process for the Dry Well Financial Assistance Track is described below and in **Figure 6**.

Who can apply for the Dry Well Financial Assistance Track?



State Small Water Systems

In the Kern Subbasin, some private residences in unincorporated communities (outside of City service area limits) receive their drinking water supplies via a consolidated system of a single or multiple wells. For this Well Mitigation Program, state small systems are defined as wells or system of wells that serve at least 5, but no more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year.

Step 1. Stakeholder Outreach

Stakeholder outreach is critical to implementing an effective Well Mitigation Program and informing State Small Water Systems of the availability of financial assistance if they are experiencing a dry well or threatened with a dry well.

The Kern Subbasin GSAs will make the public aware of this Dry Well Financial Assistance Track through postings on GSA websites, agenda items at GSA Board Meetings and stakeholder meetings and events and coordinating with Self-Help Enterprises' outreach initiatives in the Kern Subbasin. This ongoing outreach includes coordination with Kern Water Collaborative, in which it will publicize the Well Mitigation Program as part of the Memorandum of Understanding between the Kern Subbasin and the Kern Water Collaborative. All ongoing outreach will be made available in English and Spanish, as needed.

Step 2. Identify Need for Mitigation

State small water systems who have lost access to drinking water must contact Self-Help Enterprises to initiate the financial assistance application process. Due to existing laws limiting site access, applications must be submitted by someone who has legal authority to speak on behalf of the state small water system. However, in the event an end-user reliant on the state small water system is experiencing loss of access to drinking water, the end-user is encouraged to contact the Kern Subbasin Project Manager or the GSA, and the GSA will work with Self-

Kern Subbasin Project Manager for the Well Mitigation Program

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Help Enterprises to notify the appropriate individual or individuals how to apply for financial assistance and the benefits of the Well Mitigation Program.

For questions on the applications process or end-user questions on advocating for financial assistance with the appropriate individuals, an end-user should contact the Kern Subbasin Project Manager, local GSA (**Table 1**) and/or Self-Help Enterprises.

Self-Help Enterprises
(559) 802-1685
8445 W Elowin Ct
Visalia, CA 93291
An online intake form is available on Self-Help Enterprises' website:
https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/
Translation services are available via phone or in-person.

Step 3. Emergency Drinking Water Supplies

After an application for financial assistance is submitted, Self-Help Enterprises will arrange temporary emergency drinking water supplies within 24 hours in the form of bottled water to those reliant on the state small water system and that choose to receive emergency drinking water supplies. The Kern Subbasin GSAs will fund and/or reimburse Self-Help Enterprises for administering and supplying emergency drinking water supplies based on the terms of the agreement between the Parties.

Step 4. Financial Assistance Needs Assessment

Self-Help Enterprises' field staff will perform an initial assessment, including a site visit and discussions with the authorized individuals on behalf of the state small water system. Translation services for Spanish and Punjabi can be made available by Self-Help Enterprises, as needed. Following the assessment, Self-Help Enterprises will provide documentation and findings to the Kern Subbasin Project Manager. The Kern Subbasin Project Manager will notify the appropriate GSA of the impacted well location and provide Self-Help Enterprises' initial assessment to the Kern Subbasin's designated qualified professional (who will be performing the evaluation in Step 5).

Step 5. Financial Assistance Qualification Assessment

As directed by the Kern Subbasin Project Manager, a designated qualified professional (e.g., PG, CHg, PE) will perform a technical evaluation of the information from Self-Help Enterprises on the well, historical groundwater conditions, land use data, site visit (as necessary) and other relevant data and information to determine if the application qualifies for financial assistance under the Well Mitigation Program. The qualified professional will document their evaluation, findings and recommendation(s) in a written memorandum that is delivered to the Kern Subbasin Project Manager. Following receipt of the qualified professionals documented evaluation, findings and recommendations, the Kern Subbasin Project Manager will convene the Kern Mitigation Evaluation Committee (KMEC) for further review as discussed under Step 6.

See the Kern Subbasin's 2025 Groundwater Sustainability Plan's Appendix K and **Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs** for more information on the type of data and information to be considered and assessed during this step.

Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager

The KMEC's primary purpose is to review the qualified professional's evaluation, findings and recommendations, and then make a recommendation regarding financial assistance under the Well Mitigation Program. The KMEC consists of three representatives from objective organizations. The KMEC's recommendation (i.e., recommending financial assistance or recommending denial of financial assistance) is then conveyed to the Kern Subbasin Project Manager, who then conveys the KMEC's recommendation to the applicable Kern Subbasin GSA and Self-Help Enterprises. The KMEC retains the authority to override the qualified professional's recommendation based on its independent review of the circumstances present.

Where the application is determined to be qualified for financial assistance by the KMEC, the KMEC evaluates the findings and recommendation regarding the form of financial assistance. The KMEC prepares an agreed upon recommendation of (1) proposed form and amount for financial assistance and (2) estimated costs associated with administration, assessment, emergency drinking water supplies, physical mitigation, grant assistance, feasibility studies, etc. to be shared with the Board of Directors of the GSA in which the impacted well is located.

The KMEC's recommendation for financial assistance may include, but is not limited to:

- Capital Improvement projects such as:
    - Deepen the well
    - Construct a new well
    - Modify pump equipment, including lowering the pump
    - Consolidation with an existing water system in the vicinity
- Technical assistance such as:
    - Grant application assistance
    - Feasibility studies
    - Design assistance
    - Matching funds

In all cases, financial assistance is limited in an amount of up to $100,000 per state small water system. Self-Help Enterprises and the staff of the GSA in which the impacted well is located will consider each application on a case-by-case basis to identify the most effective form of financial assistance for long-term water supply reliability for the state small water system.

Where the KMEC finds the application to not be qualified for financial assistance under the Well Mitigation Program, the KMEC will document its decision and provide an explanation with respect to its decision.

As noted previously, the KMEC's recommendation will be conveyed to the Kern Subbasin Project Manager, who will manage subsequent communications. Notably, in cases where the application does not meet the qualification criteria as determined by the qualified professional and the KMEC, the

applicant may qualify for mitigation or financial support via other programs that Self-Help Enterprises administers. Self-Help Enterprises will work directly with those applicants to identify options.

Step 7. GSA Board Action

After receiving the KMEC recommendation from the Kern Subbasin Project Manager, the GSA Board of Directors must act to consider approval of financial assistance reimbursement, accept a KMEC recommendation that denies financial assistance reimbursement, or act to override a KMEC recommendation. After considering and acting on the KMEC recommendation (approving or not approving mitigation funding reimbursement), the GSA will notify the Kern Subbasin Project Manager in writing of its final decision. The Kern Subbasin Project Manager will notify Self-Enterprises of the GSA's decision, who in turn will inform the applicant of the GSA's determination.

Where the Board of Directors of the GSA has acted to approve financial assistance reimbursement, the GSA may communicate directly with Self-Help Enterprises with respect to implementation of the identified financial assistance. Where the GSA has acted to deny financial assistance reimbursement or acted to accept a KMEC recommendation of denial, applicants may appeal the decision pursuant to the Appeal Process. More information is available in **Section 9: Appeal Process** on **Page 37**.

Step 8. Funding Transaction for Implementation of Financial Assistance

Depending on the form of financial assistance approved, the GSA in which the which the impacted well is located will work with Self-Help Enterprises and the applicant to identify the appropriate process and method for providing reimbursement for the approved financial assistance. To the extent that it is agreed Self-Help Enterprises will advance funding to implement the approved financial assistance, the applicant must complete all of Self-Help Enterprises required legal agreements before the funding transaction between Self-Help Enterprises and the Kern Subbasin GSA is administered. Self-Help Enterprises does not carry out implementation of financial assistance but acts as a contract coordinator and funding source between the contractor performing the agreed-on assistance and the applicant, as applicable. Self-Help Enterprises and the Kern Subbasin GSAs will establish a funding protocol, including the necessary documentation, for advancing funds, and may agree to deposits to maintain sustainable cashflow for Self-Help Enterprises' administration of the Dry Well Financial Assistance Track for State Small Water Systems. While the Kern Subbasin GSAs may provide financial assistance, neither the GSAs, member agencies of the GSAs, nor Self-Help Enterprises will be liable or responsible for any work performed by contractors.

In some instances, the GSA, Self-Help Enterprises and the applicant may determine that financial assistance is better provided by supporting a Technical Assistance Provider or some other entity that is working directly with the state small water system to address a dry well issue. Or alternatively, the applicant and GSA in which the impacted well is located may complete necessary agreements that allow the applicant to proceed with the agreed upon financial assistance and then seek reimbursement from the GSA. If the applicant is to be reimbursed by the GSA, the qualifying applicant must submit all invoicing information to be entitled to reimbursement. The GSA in which the impacted well is located will reimburse the agreed upon amount (Step 6 and Step 7) within a reasonable amount of time after receiving the invoice from the qualifying applicant.

Overall, the Kern Subbasin GSAs intend to be flexible with respect to the manner in which financial assistance is provided to state small water systems and will consider each approved application on a case-by-case basis. However, in all circumstances, the Kern Subbasin GSAs want to ensure that the financial assistance is being used in the best way possible for ensuring long-term water supplies.

Step 9. Well Stewardship Education

If appropriate and applicable, Self-Help Enterprises will administer a Well Stewardship Education training to empower the state small water system to maintain the water system. The Well Stewardship Education training involves well and water system filtration maintenance training and financial planning guidance to save for long-term well maintenance.

Dry Well Financial Assistance Track for State Small Water Systems



Figure 6 Dry Well Financial Assistance Track for State Small Water Systems

Section 7: Dry Well Technical Assistance Track Application Process

The Well Mitigation Program includes a Dry Well Technical Assistance Track for community water system wells (including small community water systems) that have been impacted by groundwater management activities after January 1, 2015. The Dry Well Technical Assistance Track includes up to $50,000 reimbursement funding for grant application development, contingency planning, feasibility study, or well design. The application process for the Dry Well Technical Assistance Track is described below and in **Figure 7**.

Who can apply for the Technical Assistance Track?



Community Water Systems

Most drinking water users in the Kern Subbasin receive their drinking water supplies from public water systems. For purposes of this Well Mitigation Program, community water systems are defined as a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system. Owners of wells that are part of a community water system may submit an application for technical assistance. Public water system wells used exclusively for non-drinking water purposes, such as irrigating golf courses, landscaping, parks, etc. do not qualify for technical assistance.

Technical Assistance Application Process

Step 1. Stakeholder Outreach

Stakeholder outreach for the Dry Well Technical Assistance Track is consistent with the stakeholder outreach outlined in the Dry Well Mitigation Track's **Step 1. Stakeholder Outreach**.

Step 2. Identify Need for Technical Assistance

Applicants must submit a complete Technical Assistance Application (**Attachment G1**), and email, mail, or hand deliver the completed application to the Kern Subbasin Project Manager or the GSA in which the impacted well is located. Contact information for the Kern Subbasin Project Manager and each GSA is available in **Table 1**.

To identify the GSA where the well is located, see **Figure 1** for a map of the GSAs in the Kern Subbasin. For an interactive map of GSAs and location, see the SGMA Data viewer (https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer) and turn on the reference layers for Bulletin 118 Basins and Groundwater Sustainability Agencies (see **Figure 6**).

Kern Subbasin Project Manager for the Well Mitigation Program

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For support filling out the Technical Assistance Application, the applicant should contact the Kern Subbasin Project Manager or the appropriate GSA (**Table 1**). If you are having trouble identifying your GSA or would prefer to identify your GSA via coordination with Kern Subbasin GSA staff, please send an email to comments@kerngsp.com and someone will get back to you in a timely manner.

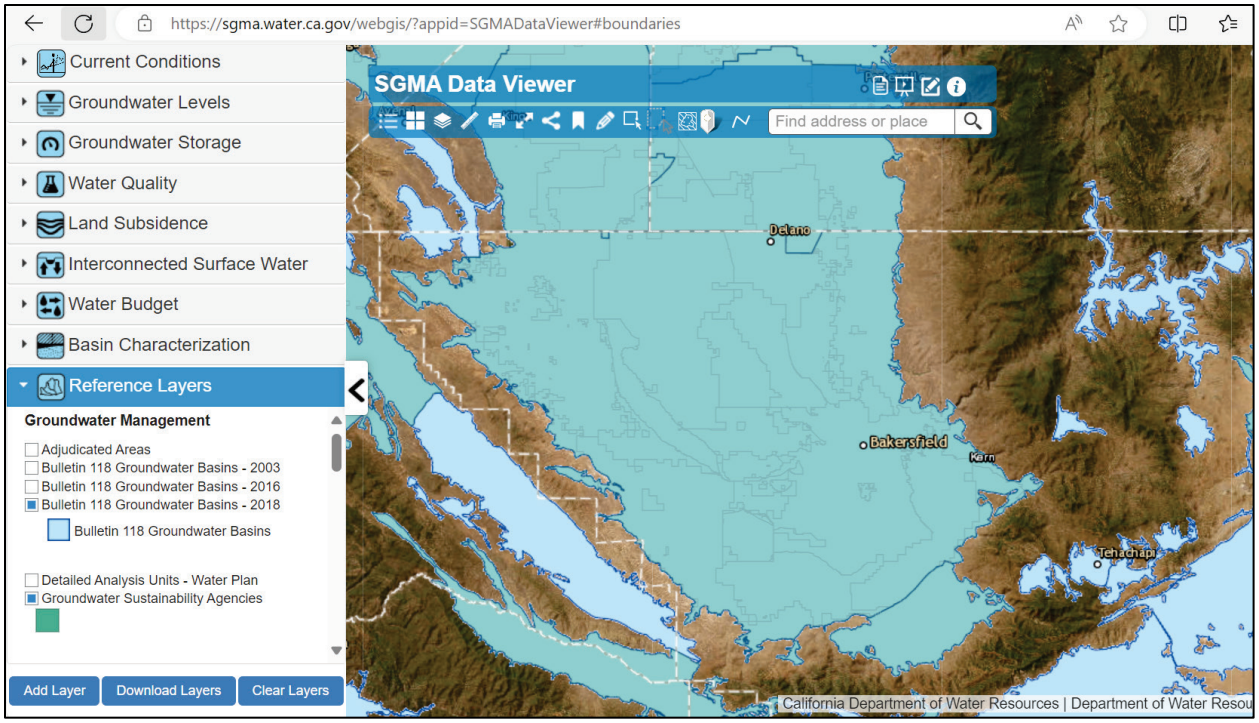


Figure 7. Guidance on Identifying GSA Identification via SGMA Data Viewer

The in-house administrative, financial, and technical resources available to small community systems are often more limited than that for larger community water systems. This can hinder the ability to administer proactive measures to avoid impacts before they occur. Therefore, small community systems may submit a proactive application to get a head-start on administering assistance in advance of a potential impact. Small community wells who may submit a proactive application can identify if their well is at-risk via the State Water Resources Control Board's Risk Assessment Tool Dashboard : https://gispublic.waterboards.ca.gov/portal/apps/dashboards/4f7795ba4349464f9883827ad2e6b67a
The proactive application involves the same application in **Attachment G1** and held to the same qualification criteria as other applications (with the revision of the highly probable impact occurring after January 1, 2015 and it being induced by groundwater management activities).

Table 1. GSA Contact Information

GSA	Address	GSA Manager and E-mail	Phone
Arvin GSA www.aewsd.org	20401 E. Bear Mountain Blvd. PO Box 175 Arvin, CA 93203	Jeevan Muhar Engineer-Manager jmuhar@aewsd.org	661-854-5573
Buena Vista GSA www.bvh2o.com	525 North Main Street PO Box 756 Buttonwillow, CA 93206	Tim Ashlock Engineer-Manager tim@BVH2O.com	661-764-2901
Cawelo Water District GSA www.cawelowd.org	17207 Industrial Farm Road Bakersfield, CA 93308	David Halopoff Assistant General Manager dhalopoff@cawelowd.org	661-393-6072
Greenfield County Water District GSA	551 Taft Highway Bakersfield, CA 93307	Nick Cooper ncooper@greenfieldcwd.org	661-831-0989
Henry Miller Water District GSA	101 W. Walnut Street Pasadena, CA 91103	Jeof Wyrick President / Chairman jwyrick@jgboswell.com	626-583-3000
Kern Non-Districted Land Authority GSA[5] (formerly Kern Groundwater Authority GSA) www.kerngwa.com	1518 Mill Rock Way, Suite 100 Bakersfield, CA 93311	Jenny Holtermann[3] Executive Director jenny@kndla.org	(661) 616-5900
Kern River GSA www.kernrivergsa.org	1000 Buena Vista Road Bakersfield, CA 93311	Daniel Maldonado Assistant Director drmaldonado@bakersfieldcity.us	661-326-3715
Kern Water Bank GSA www.kwb.org	1620 Mill Rock Way, Ste 500 Bakersfield, CA 93311	Jonathan Parker jparker@kwb.org	661-398-4900
Kern-Tulare Water District GSA www.kern-tulare.com	5001 California Ave., Ste 102 Bakersfield, CA 93309	Vanessa Yap Staff Engineer vanessa@kern-tulare.com	661-327-3132
North Kern Water Storage District GSA www.northkernwsd.com	33380 Cawelo Ave. Bakersfield, CA 93308	David Hampton General Manager dhampton@northkernwsd.com	661-393-2696
Olcese Water District GSA	15701 Hwy 178 Bakersfield, CA 93306	Jeff Siemens jsiemens@nfllc.net	661-872-5050
Pioneer GSA www.kcwa.com/	3200 Rio Mirada Drive Bakersfield, CA 93308	Michelle Anderson Geologist manderson@kcwa.com	661-634-1479
Rosedale-Rio Bravo Water Storage District GSA www.rrbwsd.com	849 Allen Road Bakersfield, CA 93314	Dan Bartel Engineer-Manager dbartel@rrbwsd.com	661-589-6045

[5] Eastside Water Management Area https://kernewma.com is covered by Kern Non-Districted Land Authority GSA. Eastside Water Management Area is managed by: Taylor Blakslee TBlakslee@hgcpm.com 661-477-3385.

GSA	Address	GSA Manager and E-mail	Phone
Semitropic Water Storage District GSA www.Semitropic.com	1101 Central Ave. Wasco, CA 93280	Jason Gianquinto General Manager jgianquinto@semitropic.com	661-758-5113
Shafter-Wasco Irrigation District GSA www.swid.org	16294 Central Valley Hwy. Wasco, CA 93280	Kris Lawrence General Manager klawrence@swid.org	661-758-5153
Southern San Joaquin Municipal Utility District GSA	11281 Garzoli Ave. Delano, CA 93215	Roland Gross General Manager/Secretary roland@ssjmud.org	661-725-0610
Tejon-Castac Water District GSA	4436 Lebec Road Lebec, CA 93243	Angelica Martin Water Resources Director amartin@tejonranch.com	661-663-4262
West Kern Water District GSA	800 Kern Street Taft, CA 93268	Greg Hammett General Manager ghammett@wkwd.org	661-763-3151
Westside District Water Authority GSA	21908 7th Standard Road McKittrick, CA 93251	Mark Gilkey General Manager mgilkey@westsidewa.org	661-633-9022
Wheeler Ridge-Maricopa GSA	12109 Highway 166 Bakersfield, CA 93313	Sheridan Nicholas Engineer-Manager snicholas@wrmwsd.com	661-527-6075

Step 3. Meeting with Applicant and GSA Staff

Within 10 days of submittal of the application, the Kern Subbasin Project Manager will work with staff of the GSA in which the impacted well is located to contact the applicant to schedule a meeting to discuss the impact, additional data and information needed and application review process. Notes and information from this meeting will be shared with the qualified professional in Step 4.

Step 4. Technical Assistance Needs Assessment

As directed by the Kern Subbasin Project Manager, a qualified professional (e.g., PG, CHg, PE), arranged by the Kern Subbasin Project Manager, will perform a field and desktop assessment to identify the likely cause of impact and identify if the application qualifies for technical assistance under the Well Mitigation Program's qualification criteria. See the Kern Subbasin's 2025 Groundwater Sustainability Plan's Appendix K and the **Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs** provides considerations for the assessment.

The qualified professional will document their evaluation, findings and recommendations in a written memorandum that is delivered to the Kern Subbasin Project Manager. Following receipt of the qualified professional's documented evaluation, findings and recommendations, the Kern Subbasin Project Manager will convene the KMEC for further review as discussed under Step 5.

Step 5. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager

The KMEC's primary purpose is to review the qualified professional's evaluation, findings and recommendations, and then make a recommendation regarding technical assistance and technical assistance eligibility under the Well Mitigation Program. The KMEC consists of three representatives from objective organizations. The KMEC's recommendation (i.e., recommending technical assistance or

recommending denial of technical assistance) is then conveyed to the Kern Subbasin Project Manager, who then conveys the KMEC's recommendation to the applicable GSA. The KMEC retains the authority to override the qualified professional's recommendation based on its independent review of the circumstances present.

Where the application is determined to be qualified for technical assistance by the KMEC, the KMEC evaluates the findings and recommendation of the form of technical assistance. The KMEC prepares an agreed upon recommendation of proposed form and amount of technical assistance to be shared with the Board of Directors of the GSA in which the impacted well is located.

Options for technical assistance include, but are not limited to:

1. Grant application preparation
2. Well Design
3. Contingency Plan Development
4. Feasibility Plan Development
5. With the consent of the applicant and GSA in which the impacted well is located, an alternative form of technical assistance (in an amount up to $50,000)

These recommendations will be prepared and conveyed in writing to the Kern Subbasin Project Manager.

Where the KMEC finds the application to not be qualified for technical assistance under the Well Mitigation Program, the KMEC will document its decision and provide an explanation with respect to its decision.

The KMEC's recommendation will be conveyed to the Kern Subbasin Project Manager, who will manage subsequent communications to the applicant and the Board of Directors for the GSA in which the impacted well is located.

Step 6. GSA Board Action

After receiving the KMEC recommendation from the Kern Subbasin Project Manager, the GSA Board of Directors must act to consider approval of technical assistance funding, accept a KMEC recommendation that denies technical assistance funding, or act to override the KMEC recommendation. After considering and acting on the KMEC recommendation (approving or not approving technical assistance), the GSA will notify the Kern Subbasin Project Manager in writing of its final decision. The Kern Subbasin Project Manager will notify the applicant of the GSA's decision. Where the application does qualify, the GSA in which the impacted well is located will work with the applicant of the proposed technical assistance amount (i.e., up to $50,000) awarded. The GSA in which the impacted well is located may provide funding up-front or contract the reimbursement directly with the qualified professional performing the technical assistance (up to $50,000) instead of the well owner upon a showing of financial hardship by the applicant.

Step 7. Technical Assistance and Indemnification Selection Agreement

Following approval by the GSA in which the impacted well is located, the GSA and applicant will enter into an agreement acknowledging the amount of funding, intent of use, and indemnification for liabilities. This step must be completed prior to funding. A conceptual example of an indemnification agreement is included in **Attachment G2** for context purposes. The actual agreement may vary on a case-by-case basis based on the particular situation.

Step 8. Funding Transaction

After the applicant and GSA in which the impacted well is located complete all necessary agreements, the applicant will proceed with the agreed upon technical assistance. The qualifying applicant must submit all invoicing information to be entitled to reimbursement. The GSA in which the impacted well is located will reimburse the agreed upon amount (Step 6 and Step 7) within 45 days of receiving the invoice from the qualifying applicant.

TECHNICAL ASSISTANCE TRACK FOR DRY COMMUNITY WELLS

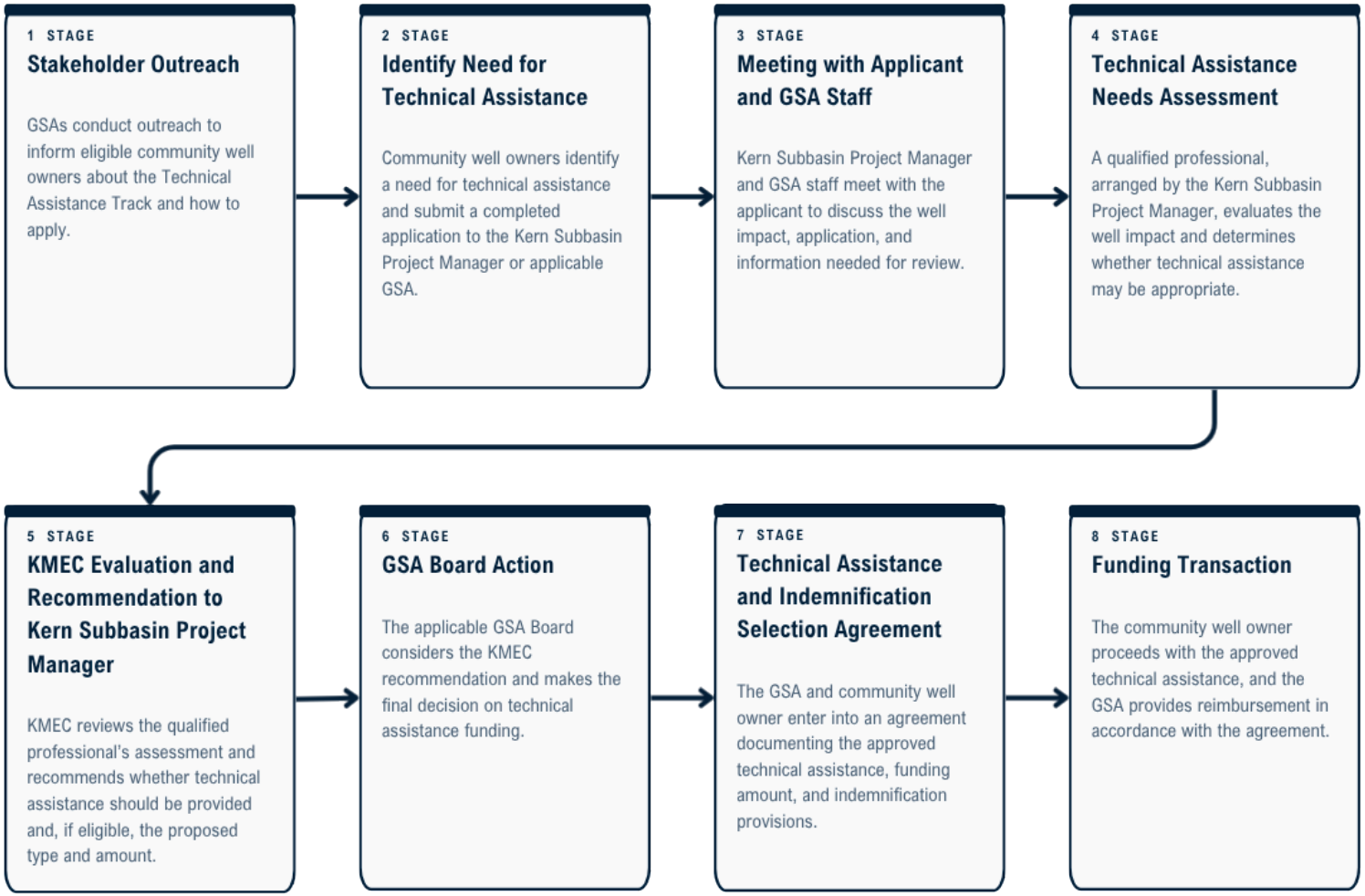


Figure 8. Technical Assistance Track Application Process (Community Wells)

Section 8: Degraded Water Quality Mitigation Track Application Process

The Degraded Water Quality Mitigation Track applies to domestic drinking water wells. This section describes the Degraded Water Quality Mitigation Track, which includes emergency drinking water supplies, and long-term solutions for domestic wells impacted by Degraded Water Quality as determined through the Action Plan for Degraded Water Quality (Appendix K), or through this Well Mitigation Program. The application process for the Degraded Water Quality Mitigation Track is explained below and in **Figure 8**.

Who can apply under the Mitigation Track?



Private Domestic Well Owners[6]

In the Kern Subbasin, private residences in some unincorporated and unconsolidated small communities and rural portions of the County rely on private wells to meet their domestic water supply needs. Households relying on individual domestic wells for their water supply may apply for assistance under the Degraded Water Quality Mitigation Track. For purposes of this Well Mitigation Program, domestic wells are defined as wells with at maximum four household connections for drinking water purposes.



Multi-Use Drinking Water Wells (Agricultural Well Owners Using Agricultural Wells for Domestic Supply)

Some private well owners use their wells for both domestic potable supply to a residence and irrigation. Households relying on these wells for drinking water supply may apply for assistance under the Degraded Water Quality Mitigation Track. For purposes of this Well Mitigation Program, multi-use drinking water wells are defined as wells used for both agricultural and domestic household purposes with a maximum of four service connections.

Degraded Water Quality Mitigation Track Application Process

Step 1. Public Outreach & Engagement

Public outreach and engagement are critical to implementing an effective Well Mitigation Program.

The GSAs will maintain public awareness of the Degraded Water Quality Mitigation Track by providing direct notice to domestic well owners of record located generally within a 3-mile radius when a Representative Monitoring Well for Water Quality (RMW-WQ) exceeds a Minimum Threshold for a Constituent of Concern (COC), the Minimum Threshold exceedance is found to be caused by GSA actions

[6] Wells used for drinking water purposes that have four or less connections are considered 'domestic' wells in this program. Wells with more than four connections used for drinking water purposes are considered state small systems or community water systems (depending on the connection count).

during the minimum threshold exceedance investigation under the Action Plan for Degraded Water Quality, and the domestic well is *assumed* to also be degraded due to groundwater management activities (Appendix K of the Kern Subbasin 2025 Groundwater Sustainability Plan). Further, general notice of the program will be maintained on GSA websites and will be continually highlighted at stakeholder meetings and events and in coordination with similar outreach initiatives taking place in the Kern Subbasin. This ongoing outreach includes coordination with Kern Water Collaborative, who will publicize the Degraded Water Quality Mitigation Track as part of the existing Memorandum of Understanding between the Kern Subbasin and the Kern Water Collaborative. All ongoing outreach can be made available in English and Spanish, as needed.

Step 2. Applicant Applies for Assistance

Applicants who believe they may have Degraded Water Quality must first submit an application for mitigation to Self-Help Enterprises. The Kern Subbasin will provide information with respect to the process for submitting an application on all relevant websites and in notices to domestic well owners of record per the Action Plan for Degraded Water Quality, as applicable. The applicant's submittal of the application will initiate the review process and determination of eligibility.

Due to existing laws limiting site access, applications must be submitted by landowners on whose property the potentially adversely impacted well is located; however, in the event a tenant believes they may have degraded drinking water, the tenant well user is encouraged to contact the Kern Subbasin Project Manager and the Kern Subbasin Project Manager will work with Self-Help Enterprises to notify the well owner of how to apply for mitigation and the benefits of the Degraded Water Quality Mitigation Track.

Kern Subbasin Project Manager for the Well Mitigation Program

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For questions on the applications process or tenant questions on advocating for mitigation support with a landlord(s), a tenant well user should contact the Kern Subbasin Project Manager, local GSA (**Table 1**) and/or Self-Help Enterprises.

Self-Help Enterprises
(559) 802-1685
8445 W Elowin Ct
Visalia, CA 93291
An online intake form is available on Self-Help Enterprises' website:
https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/
Translation services are available via phone or in-person.

Step 3. Domestic Well Testing and Emergency Drinking Water Supplies

After an application for Degraded Water Quality mitigation is submitted, Self-Help Enterprises will arrange to sample and analyze the domestic well for COCs. Based on the sampling results, Self-Help Enterprises will arrange for emergency drinking water supplies if the domestic well exceeds water quality objectives based on Primary drinking water standards for non-nitrate COCs. If the domestic well exceeds the nitrate water quality objective, Self-Help Enterprises will provide sample results to the Kern Water Collaborative so that the Kern Water Collaborative can arrange for the residents to receive emergency drinking water supplies. If the domestic well does not exceed primary MCLs for any of the

Kern Subbasin COCs, no further steps apply as it relates to the Kern Subbasin's Degraded Water Quality Mitigation Track. However, non-related exceedances of primary MCLs may be eligible for assistance from other, unrelated programs.

Step 4. Mitigation Needs Assessment

Self-Help Enterprises field staff will perform a well evaluation and recommend a potential long-term mitigation measure for the domestic well, if necessary. This includes conducting a site inspection of the well to evaluate sources of contamination that may be causing degraded water quality (e.g., septic system near domestic well). Translation services for Spanish and Punjabi can be made available, as needed. Following the assessment, Self-Help Enterprises will provide the documentation and findings to the Kern Subbasin Project Manager for administration of the Well Mitigation Program. The Kern Subbasin Project Manager will notify the appropriate GSA of the impacted well location and provide Self-Help Enterprises' initial assessment to the Kern Subbasin's designated qualified professional (who will be performing the evaluation in Step 5).

Step 5. Mitigation Qualification Assessment

As directed by the Kern Subbasin Project Manager, a designated qualified professional (e.g., PG, CHg, PE) will perform a technical evaluation of the information provided from Self-Help Enterprises. For this technical evaluation, the qualified professional will evaluate historical groundwater conditions, readily available data and information, and conduct a case-by-case evaluation using the factors identified in the Action Plan for Degraded Water Quality. This evaluation may be more limited if the domestic well is one that has been identified as a well *assumed* to be degraded due to groundwater management activities per the minimum threshold exceedance investigation (Appendix K of the 2025 Plan). The qualified professional will also evaluate the recommended long-term mitigation measure proposed by Self-Help Enterprises. The qualified professional will document their evaluation, findings, and recommendation in a written memorandum that is delivered to the Kern Subbasin Project Manager. Following receipt of the qualified professional's documented evaluation, findings and recommendations, the Kern Subbasin Project Manager will convene the KMEC for further review as discussed under Step 6.

Step 6. KMEC Evaluation and Recommendation to Kern Subbasin Project Manager

The KMEC's primary purpose is to review the qualified professional's evaluation, findings and recommendations, and then make a recommendation regarding well mitigation and well eligibility for mitigation under the Well Mitigation Program. The KMEC consists of three representatives from objective organizations. The KMEC's recommendation (i.e., recommending mitigation or recommending denial of mitigation) is then conveyed to the Kern Subbasin Project Manager, who then conveys the KMEC's recommendation to the applicable GSA. The KMEC retains the authority to override the qualified professional's recommendation based on its independent review of the circumstances present.

Where the application is determined to be qualified for mitigation by the KMEC, the KMEC evaluates the findings and recommendation of mitigation measure(s). The KMEC prepares an agreed upon recommendation of (1) proposed mitigation measure(s) and (2) estimated costs associated with administration, assessment, interim supplies (if appropriate), and physical mitigation to be shared with the Board of Directors of the GSA in which the impacted well is located.

The KMEC's recommendation for long-term mitigation may include, but is not limited to:

- Installation of a Point of Use or Point of Entry treatment system – depending on the level and presence of primary MCLs
- Construct a new well
- Consolidation with an existing water system in the vicinity
- With the consent of the applicant, providing other acceptable means of mitigation

Where the KMEC finds the application to not be qualified for mitigation under the Well Mitigation Program, the KMEC will document its decision and provide an explanation with respect to its decision.

As noted previously, the KMEC's recommendation will be conveyed to the Kern Subbasin Project Manager, who will manage subsequent communications. Notably, in cases where the application does not meet the qualification criteria as determined by the qualified professional and the KMEC, the applicant may qualify for mitigation support via other programs that Self-Help Enterprises administers. Self-Help Enterprises will work directly with those applicants to identify options.

Step 7. GSA Board Action

After receiving the KMEC recommendation from the Kern Subbasin Project Manager, the GSA Board of Directors must act to consider approval of mitigation funding reimbursement, accept a KMEC recommendation that denies mitigation reimbursement, or act to override a KMEC recommendation. After considering and acting on the KMEC recommendation (approving or not approving mitigation funding reimbursement), the GSA will notify the Kern Subbasin Project Manager in writing of its final decision. The Kern Subbasin Project Manager will notify Self-Help Enterprises of the GSA's decision, who in turn will then inform the applicant of the GSA's determination.

Where the GSA has acted to approve mitigation funding reimbursement, the GSA may communicate directly with Self-Help Enterprises with respect to implementation of the identified mitigation measure. Where the GSA has acted to deny mitigation funding reimbursement or acted to accept a KMEC recommendation of denial, applicants may appeal the decision pursuant to the Appeal Process. More information is available in the **Section 9: Appeal Process** on **Page 37.**

Step 8. Funding Transaction for Implementation of Mitigation

Upon receiving notice of the GSA's decision with respect to approval of mitigation funding reimbursement from the Kern Subbasin Project Manager, Self-Help Enterprises will move forward with completing an agreement and all other necessary documentation with the Applicant. Except as otherwise agreed by the Kern Subbasin GSAs and Self-Help Enterprises under their Agreement, Self-Help Enterprises will advance funding to implement the agreed upon mitigation measure(s). The applicant must complete all of Self-Help Enterprises required legal agreements before reimbursement between Self-Help Enterprises and the Kern Subbasin GSAs is administered. Self-Help Enterprises does not carry out the mitigation measure(s) but acts as a contract coordinator and funding source between the contractor and the applicant. The GSA, pursuant to the terms of the Agreement between the Parties, will reimburse Self-Help Enterprises for funding all qualifying mitigation support services, including emergency drinking water supplies, and Well Mitigation Program administration. Self-Help Enterprises and the Kern Subbasin GSAs may establish a funding protocol, including the necessary

documentation, for advancing funds, and may agree to deposits to maintain sustainable cashflow for Self-Help Enterprises' administration of the Well Mitigation Program. While the Kern Subbasin GSAs fund well mitigation, neither the GSA, member agencies of the GSA, nor Self-Help Enterprises will be liable or responsible for any work performed by contractors.

Step 9. Well Stewardship Education

After physical mitigation services have commenced, Self-Help Enterprises will administer a Well Stewardship Education training to empower the application to maintain the mitigated well or maintain treatment systems that may be installed at the well or in the home. The Well Stewardship Education training involves well and water system filtration maintenance training and financial planning guidance to save for long-term well maintenance. As applicable, mitigation awarded for groundwater quality may include providing the applicant with 3-years of filters to ease the initial financial burden of the treatment system's stewardship.

Degraded Water Quality Mitigation Track for Domestic & Multi-Use Domestic Wells



Figure 9. Degraded Water Quality Mitigation Track Application Process (Domestic Wells)

Section 9: Appeal Process

If an applicant disagrees with the mitigation proposed by a GSA or denial of assistance, the applicant may submit a request for appeal to the GSA's Board of Directors. This can be arranged by contacting the Kern Subbasin Project Manager, who in turn will contact the GSA in which the application was processed and request the appeal be placed on an agenda for an upcoming GSA Board of Directors meeting. The applicant must provide sufficient technical documentation to support the appeal. "Sufficient technical documentation" means enough data and information for the qualified professional and KMEC to effectively evaluate the application. This includes:

(1) well construction information such as well depth, perforated intervals, casing size, inclusion of a compression sleeve;

(2) well sampling data and information that may be available;

(3) well operation information such as well maintenance and electrical records;

(4) site information such as specific well location, septic location (if relevant), and any additional pertinent land use information; and

(5) photos and access to the site for an in-person assessment.

Because the Kern Subbasin GSAs funded a similar, robust technical analysis performed by a qualified technical professional (PG, CHg, or PE) in the application process evaluation phase, it is the applicant's responsibility to fund any additional technical analyses necessary to support the applicant's appeal.

The appeal must be submitted within 30 days of the GSA Board of Directors' determination. The GSA Board of Directors must include the appeal for consideration at the next regularly scheduled Board meeting or within 45 days of being notified by the applicant of an appeal, whichever is sooner.

During the GSA Board meeting when the appeal is heard, the applicant (or a representative for the applicant) must present the technical basis for the appeal. The GSA Board will take action to: (1) agree to qualify the application; (2) refer the application and appeal documentation to the KMEC for further evaluation; or, (3) deny the appeal. If option 2 is selected by the GSA Board, the Kern Subbasin Project Manager will reconvene the KMEC.

When the appeal is referred to the KMEC, the KMEC may revise its recommendation or affirm its existing recommendation and shall document the technical components in writing explaining the evaluation for its determination. The KMEC's final recommendation will be conveyed to the Kern Subbasin Project Manager, who will then communicate the recommendation to the GSA Board of Directors for final GSA Board Action at their next regularly scheduled Board of Directors meeting.

As with all elements of the Well Mitigation Program, the appeal (and dispute resolution) protocols are subject to revision as lessons are learned through Well Mitigation Program implementation.

Section 10: Application Privacy

Once an application and subsequent information is provided to a GSA, it becomes subject to the California Public Records Act, which may require public disclosure of the information on request. If an

applicant is concerned about sensitive information requested in the application process, the applicant should contact the GSA to discuss data and information-sharing confidentiality solutions.

Section 11: Criteria for Determining if the Impact is within the Scope of Responsibility of the Kern Subbasin GSAs

Not all impacts to wells fall within the scope of responsibility for GSA mitigation, financial assistance or technical assistance. For example, a well experiencing an electrical or mechanical failure may be due to reasons independent of groundwater management activities. Therefore, qualification criteria are established to determine if an application falls within GSA responsibility. The qualification criteria under this Well Mitigation Program are explained in **Figure 3**.

This section describes the technical considerations to be made during the qualified professional's evaluation in the qualification assessment step identified for each track.

Groundwater Level Impacts

Groundwater pumping in overdraft results in systemic, long-term lowering of groundwater levels. In a water well, if the groundwater levels decline such that a pump in the well is no longer adequately submerged, the pump may not operate correctly. Further lowering of groundwater levels below the pump's intake will render the pump inoperable. If there is no room to further lower the pump in the well, the well is considered dry (**Figure 9**). DWR released a guidance document in March 2023 detailing additional considerations to identify adverse impacts to drinking water wells, which has informed this Well Mitigation Program.[7]

During the qualification assessment step of the application process, groundwater pumping in overdraft will need to be distinguished from seasonal and longer-term precipitation patterns (e.g., drought, non-chronic lowering of groundwater levels). These differences can be distinguished through an analysis of groundwater level hydrographs for representative monitoring wells in the vicinity of the application of impact.

The total well depths across the Kern Subbasin for different well types (domestic, small community, M&I) are depicted in **Figure 10**, **Figure 11**, and **Figure 12**.

It is important to note that the Kern Subbasin has protocols to address instances of Representative Monitoring Site exceedances of minimum thresholds. Those exceedance protocols initiate actions to avoid significant and unreasonable impacts and notify nearby households of the exceedance. These are detailed in Appendix K of the 2025 GSP.

Further, Self-Help Enterprises maintains independent qualifications in the administration of their program. To ensure consistency for Self-Help Enterprises' administrative purposes for this and its other

[7] DWR. March 2023. Considerations for Identifying and Addressing Drinking Water Well Impacts. https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Files/Considerations-for-Identifying-and-Addressing-Drinking-Water-Well-Impacts_FINAL.pdf

programs, Self-Help Enterprises may have additional qualifications that may apply for a dry well to qualify for mitigation under this Well Mitigation Program.

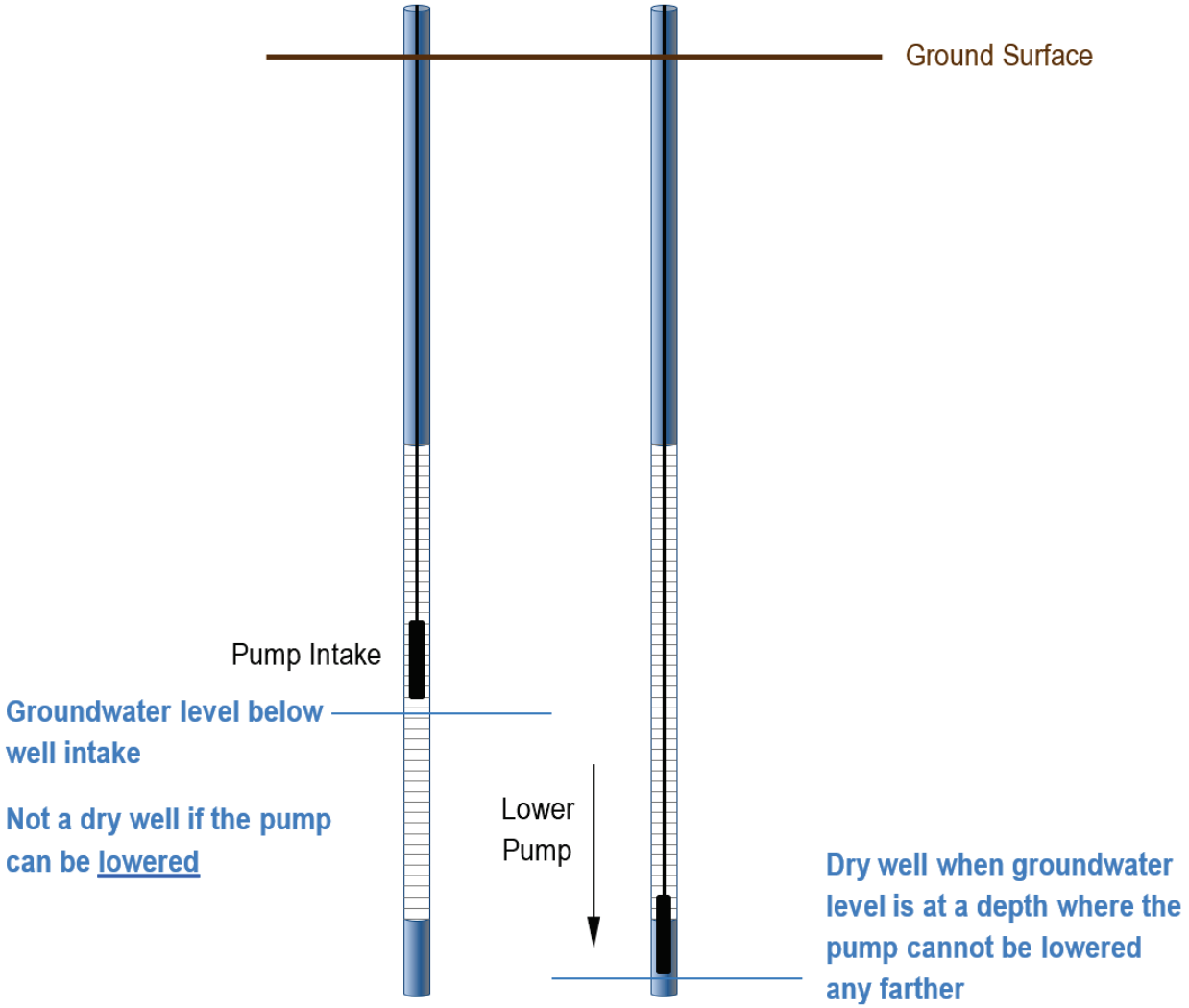


Figure 10. Groundwater Levels Relative to Pump Intake and Bottom of Well

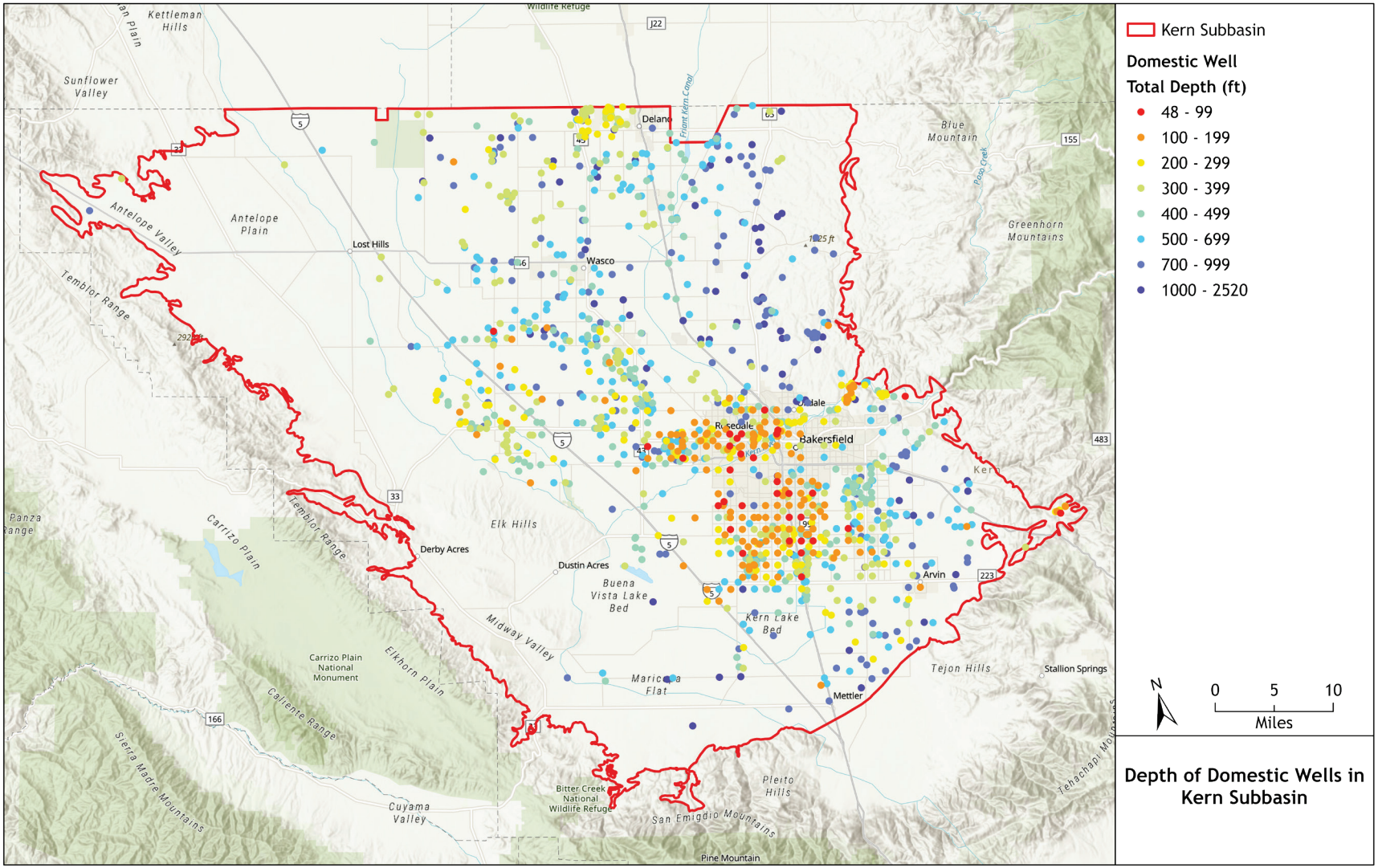


Figure 11. Domestic Well Depths in the Kern Subbasin (as of November 2024)

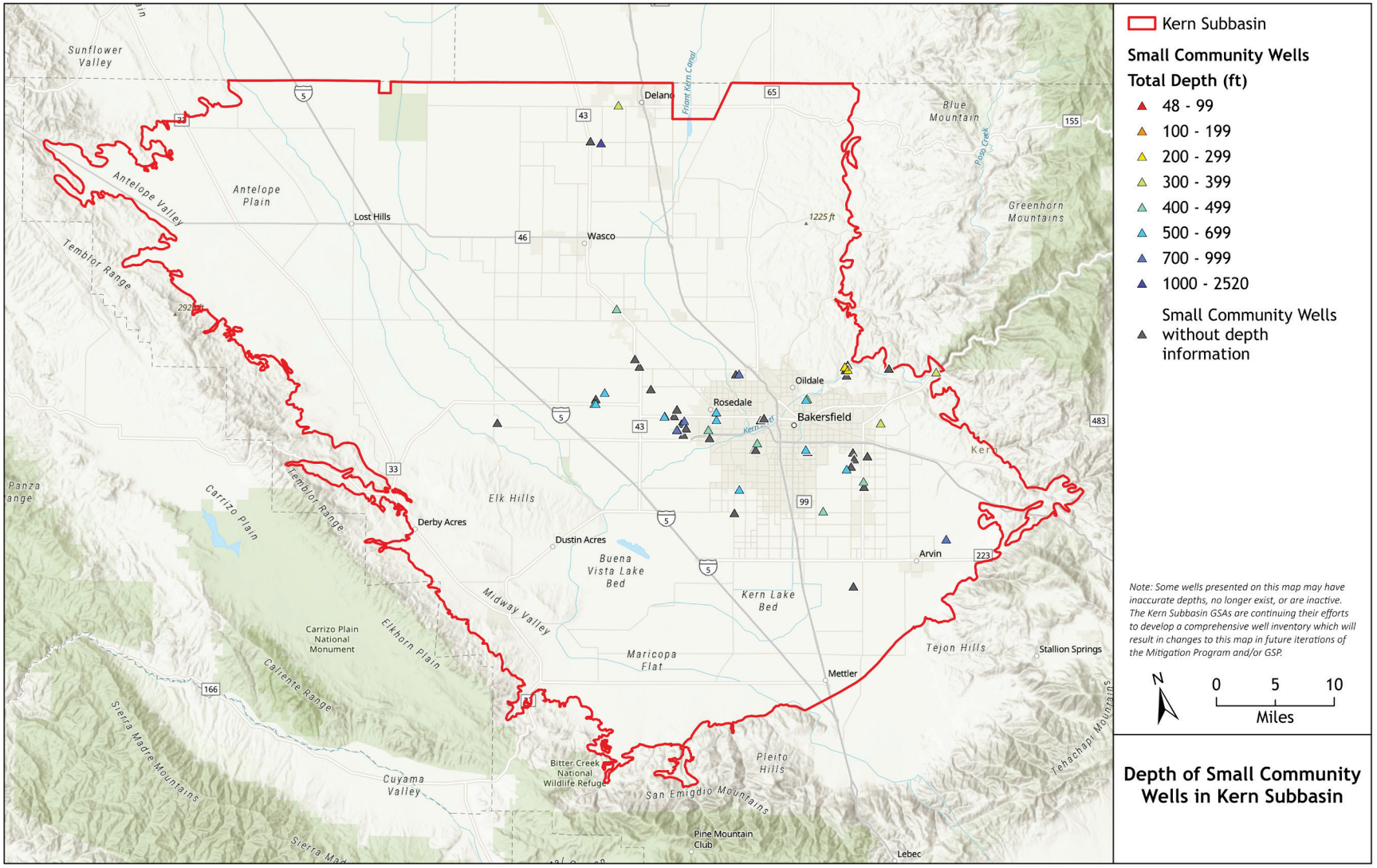


Figure 12. Small Community Well Depths in the Kern Subbasin (as of November 2024)

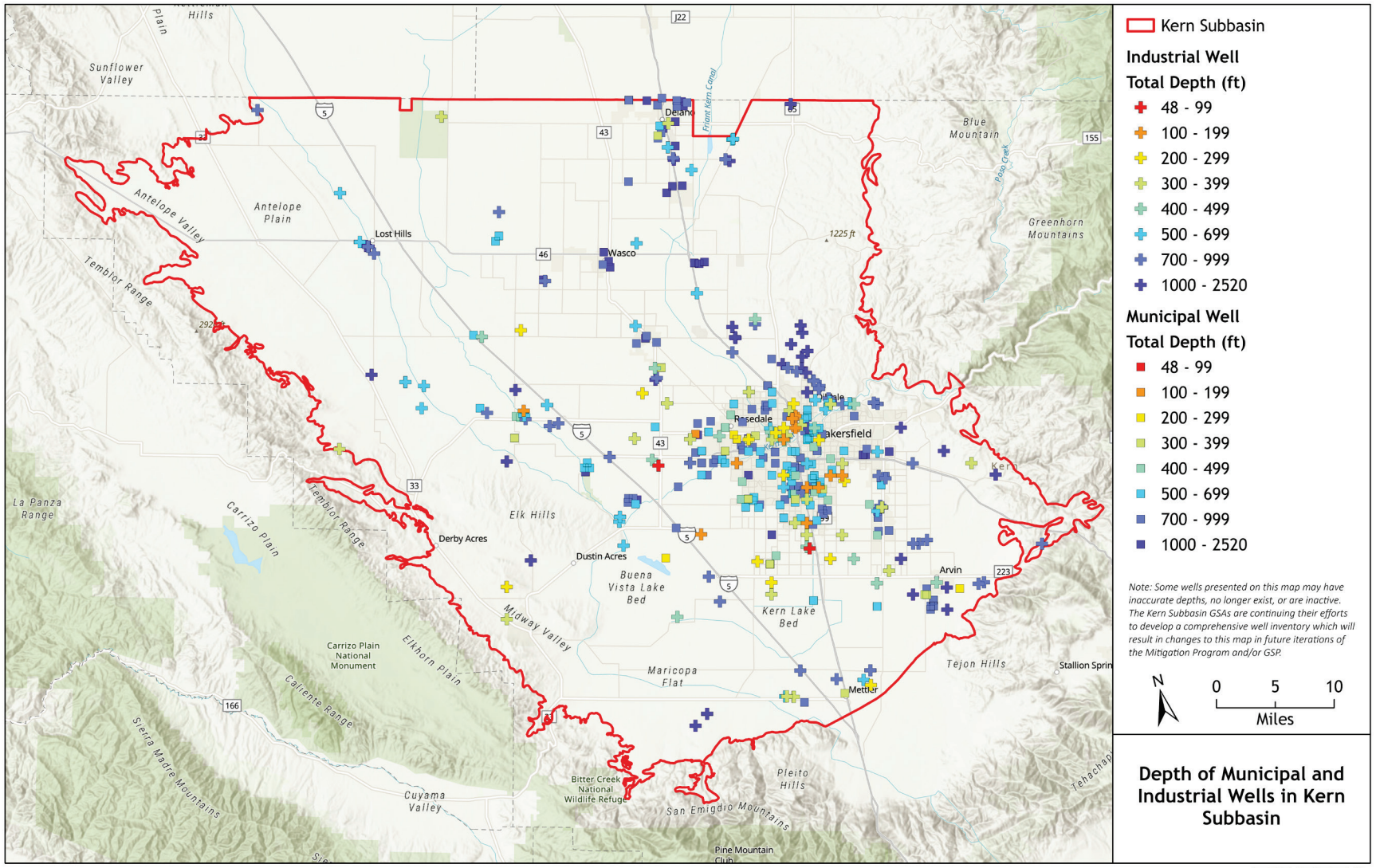


Figure 13. Municipal & Industrial Well Depths in the Kern Subbasin (as of November 2024)

Groundwater Quality Impacts

Groundwater level changes have been shown in some cases to degrade groundwater quality. While most groundwater meets drinking water standards, some groundwater can contain high concentrations of arsenic, nitrate, nitrite, and 1,2,3-Trichloropropane (1,2,3-TCP), which all have associated primary MCLs.[8] In addition to these constituents, the Kern Subbasin 2025 Plan also includes uranium as a COC. Note, the application must meet the qualification criteria of the impact having occurred after January 1, 2015, and degraded water quality in the domestic well must be due to groundwater management activities, as determined through implementation of the Action Plan for Degraded Water Quality or as part of the Well Mitigation Program's determination of eligibility.

The Degraded Water Quality Mitigation Track is intended to mitigate or provide technical assistance for adverse impacts associated with groundwater management activities; therefore, groundwater quality issues must be related to chronic lowering of groundwater levels, degradation caused by localized recharge and banking activities, or other groundwater management activity that results in increases in concentrations of COC in groundwater to be considered for mitigation qualification, as determined through implementation of the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan), or through the technical evaluation performed under Step 5 of the Degraded Water Quality Mitigation Track.[9] Ultimately, determinations of Degraded Water Quality will need to be a case-by-case evaluation considering a number of factors, as explained in the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan).

Some factors for consideration include, but are not limited to:

(1) An exceedance [or exceedances] of a Minimum Threshold at a Representative Monitoring Well for Water Quality (RMW-WQ) as set forth in the 2025 GSP;

(2) The COC is a primary MCL – not a secondary MCL;

(3) Location of the domestic well(s) in relationship to the RMW-WQ and location in relationship to GSA projects and management activities;

(4) Baseline water quality conditions that existed or may have existed prior to January 1, 2015, to determine if degradation occurred prior to January 1, 2015, for the COC;

(5) Whether groundwater management activities are related to ongoing, standard basin operations that are consistent with operations taking place prior to 2015; or,

(6) If the presence of the constituents/contaminants in the aquifer are due to the actions of others that are a likely responsible parties.

Degraded groundwater quality may be related to groundwater management activities if changes in groundwater levels has a direct correlation with introduction of a new COC or significant increase in concentration of a COC from 2015 or earlier conditions. The causation and correlations of changes in groundwater quality are to be considered during the exceedance investigation and mitigation

[8] Descriptions of constituents of concern as described in the Kern Subbasin GSP.
[9] Potential causes of Undesirable Results for degraded groundwater quality are listed in the Kern Subbasin Groundwater Sustainability Plan.

qualification assessment phases. Groundwater quality increasing and decreasing trends since pre-2015 conditions can be assessed using trend analyses such as the Mann-Kendall Trend test.

With respect to groundwater quality conditions, the Kern Subbasin GSAs will also coordinate with other state and local agencies that have some level of regulatory oversight, control, or involvement with ensuring that drinking water in the Kern Subbasin meets appropriate drinking water standards. These coordination efforts are explained in the Degraded Water Quality Implementation Provisions and are not repeated here (Appendix K-2 of the 2025 Plan). Moreover, the Kern Subbasin GSAs are actively coordinating with the Kern Water Collaborative, a nonprofit organization focused on nitrate issues within the Kern Subbasin. The Kern Water Collaborative and Kern Subbasin GSAs have entered into a Memorandum of Understanding to further establish their complementary roles in managing groundwater resources and domestic well protections in the Kern Subbasin. For example, the Kern Water Collaborative offers free nitrate testing for domestic wells within the Kern Subbasin. Additionally, data from these domestic wells can be useful in groundwater management analyses and decision-making.

Notably, the Kern Subbasin GSAs have protocols to address instances of Representative Monitoring Site exceedances of minimum thresholds. Those exceedance protocols initiate actions to avoid significant and unreasonable impacts and notify nearby domestic well owners of record of the exceedance. These notice procedures are detailed in the Action Plan for Degraded Water Quality (Appendix K of the 2025 Plan) and explained in the Degraded Water Quality Implementation Provisions (Appendix K-2 of the 2025 Plan).

Section 12: Mitigation Funding and Anticipated Costs

The Well Mitigation Program budget for the Kern Subbasin GSAs is up to an aggregate of $3.5 million for the combined first two years of implementation. This cost estimate includes mitigation of qualifying dry wells, reverse-osmosis systems for qualifying groundwater quality-based applications (including filter replacement for three years), technical assistance for other drinking water well types, uncertainty buffers[10], GSA administration of the Well Mitigation Program, as well as Self-Help Enterprises' administration of the Dry Well Mitigation, Dry Well Financial Assistance and Degraded Water Quality Mitigation Tracks of the Well Mitigation Program.

The mitigation cost and budget will be reevaluated every 2 years (or more frequently, if necessary) by the Kern Subbasin GSAs.

The Kern Subbasin GSAs' mitigation budget is informed by cost estimates generated by the Kern Subbasin GSAs' Dry Well Susceptibility Analysis.[11] The Dry Well Susceptibility Analysis identified potentially at-risk wells by use type across the Kern Subbasin. All potentially at-risk domestic wells were assumed to receive mitigation of $90,000 per well (well replacement with all associated emergency/interim supply and administrative costs included). Potentially at-risk other drinking water well types were assumed to receive the maximum technical assistance award of $50,000 per well. The Dry Well Financial Assistance Track for State Small Water Systems was added after the Dry Well Susceptibility Analysis was completed and is not included in this assessment. However, the Kern Subbasin GSAs are committed to funding the state small water systems financial assistance track.

Note, the $3.5 million mitigation budget includes funding for uncertainty in the analysis, inflation, and climate change as well as funding for program administration, application evaluation, and mitigation for groundwater quality impacts as well as the funding for mitigation and technical assistance for dry wells.

The funding mechanism for each GSA comes from its existing fee and GSA funding structures. All participating GSAs have mitigation funding as appropriate for their GSA to meet the $3.5 million Kern Subbasin GSAs budget requirement.

The Kern Subbasin GSAs will use an impact-attribution based funding structure once the development of the attribution-based analytical tool(s) is complete. Once the tool is developed, it will be used to "true-up" mitigation funding provided under this mitigation program prior to the completion of the tool development. This will require the GSA responsible for the impact to fund the mitigation. More information on this impact-attribution based structure will be provided in future versions of this Well Mitigation Program, as the analytical tools required to perform the attribution analyses become available.

The Kern Subbasin GSAs will continue to explore grant funding at the State and federal levels to support program funding opportunities. The State of California has many existing grant programs for community water systems and well construction funding; however, the State's Safe and Affordable Funding for Equity and Resilience (SAFER) Program funding will not be relied upon by the Kern Subbasin GSAs for

[10] An uncertainty buffer refers to monies reserved for uncertainty in available data, information, and analytical tools used to develop the cost estimates which informed the Mitigation Program budget. This uncertainty includes consideration for external factors, such as climate change and changes in state and federal policies affecting surface water allocations.
[11] Appendix Q of the Kern Subbasin Groundwater Sustainability Plan

mitigation of domestic well impacts due to groundwater management activities. County, State, and Federal assistance may be needed to best maximize the Well Mitigation Program in conjunction with programs that are developed to address similar issues (i.e. degraded water quality) to SGMA, such as CV-SALTS. The Kern Subbasin GSAs will also work with local non-governmental organizations that may be able to aid or seek grant monies to assist Well Mitigation Program implementation.

Attachment G1

Technical Assistance Track Application

Kern Subbasin
Technical Assistance Application

See the "Technical Assistance Application Process" Section of the Well Mitigation Program for information on how to identify the GSA in which the impacted well is located and for GSA contact information. If you are unsure of how to answer any questions, please leave blank and this can be further discussed during a meeting with GSA staff. Once all known information is filled out, please email, mail, or hand-deliver this filled-out application to the GSA in which the well was impacted to start the application process.

For applications pertaining to domestic wells or agricultural wells used for domestic purposes, please do not fill out this application. Instead, contact **Self-Help Enterprises** at **(559) 802-1685**. Self-Help Enterprises is available to assist with accessing emergency drinking water and interim drinking water supplies.

Please write which GSA your impact application applies:

_____

Applicant Name: _____

Applicant Preferred Contact Information: _____

Are you the landowner of the property in which this application applies?

Yes No

If no, please provide the name and contact information of the landowner and the GSA shall contact the landowner to notify of the need for their participation in the application process.

Landowner Name: _____

Landowner Contact Information: _____

As the applicant, will you allow physical access to the adversely impacted well for authorized qualified professional(s) to perform a field assessment?

Yes No

Please attach available documentation for the well (for example the State Department of Water Resources Driller's Log, other well construction information, pump depth, groundwater level, or other information).

Please describe your well impact:

_____

_____

_____

Applicant information:

Date: _____

First Name: _____ Last Name: _____ Middle Initial: ___

Address: _____ City: _____ Zip: _____

Mailing Address: _____

Phone # Home: _____ Cell: _____

Email: _____ Text Ok? Yes No

Accessors Parcel Number: _____

Has the impacted well support access to safe drinking water within the last 60-days? Yes No

If no, explain: _____

Kern Subbasin Technical Assistance Application
Impacted Well Information

Please circle response:

Impacted Well's Use	Community	State Small	
Well Water Source:	Aquifer	Spring	Other _____

Please provide as much of the following documentation as is available:
Provide all the information that you have. Ask neighbors and family or well pump repair companies that might know. More information helps the Applications process and not information might stall or disqualify the Application.

- Well completion report (well drillers log)
- Well design documentation
- Water level records
- Water quality records and/or laboratory/test reports
- Photographs
- Well maintenance records
- Well driller name and contact information
- Well pump contractor and contact information
- Documentation from neighboring wells' construction, operations, and maintenance

Please fill out the following information to the best to your ability. Additional information may be requested and/or a site visit may be requested by the GSA:

How many connections are associated with this well?	
When was the well drilled?	
When was water first pumped from the well?	
When did the pump stop working?	
Depth of well	
Depth and length of well screen	
Size of pump (horsepower (HP)	
Depth of pump in well	
Can the pump be fixed?	
Has the pump been removed from the well?	
When was the well last worked on by a pump contractor? What did they work on?	

Has the well been abandoned? If so, why?	
Does the well have a pump saver? *A pump saver is a PVC sleeve with slots on the lower end to allow water to enter while keeping sand particulate out*.	
How much water should this well be pumping?	
How much water has the well been pumping recently? (note units including daily or monthly)	
Has the well experienced water quality issues? Describe the issue and when it started	
Have neighboring wells experienced water quality issues? Describe the issue and when it started.	
Is the well located near septic tanks? If so, please provide the distance between well and septic tank and/or leaching field.	

Well Site Map Sketch

Include in sketch:

- Property boundaries
- Structures
- Cross Streets/Roads
- Fences/Gates
- Access
- North Arrow
- Pools/Ponds
- Septic Tank/Leach Lines
- Driveways
- Trees
- Power Poles/Lines
- Existing Wells
- Neighboring Homes/Properties (left, right, across)
- Distance of Connection(s) if known
- Dogs/Animals on the Property

Annotated photos or aerial images of the property may be used in place of a sketch.
Please also attach photos of the impacted well and pump.
Mark the well impacted and any other wells on the property.

Attachment G2

Conceptual Indemnification Agreement Example for Technical Assistance Track Applications

EXAMPLE INDEMNIFICATION AGREEMENT FOR TECHNICAL ASSISTANCE APPLICATIONS

The undersigned ("the Applicant") having been awarded funding to support technical assistance by _____ Groundwater Sustainability Agency of the Kern Subbasin ("the GSA") hereby agrees as follows:

1. The Applicant will indemnify and hold harmless the GSA, its Board of Directors, Staff, Consultant Staff, Committee Members, Offices, Third-Party Facilitators from any and all applications, suits, actions, and liability of any character arising or alleged to arise, out of injuries or damages sustained by any person, persons, or property on account of the Applicant's act or omission, neglect, or misconduct, or in violation of any law, ordinance, or regulation, which was caused to occur during the Applicant's mitigation development or implementation.
2. The GSA shall not be liable to the Applicant's staff or guests for any injury incurred while on the property in which mitigation will take place.
3. The Applicant is responsible for paying all taxes owed for income or property value the Applicant receives as a result of the mitigation measure.
4. The GSA is awarding the Applicant funding for the following technical assistance activities:

_____

_____

_____

_____

_____

Name of Applicant

_____

Signature of Applicant ` Date

_____ _____

Name of GSA General Manager

_____

Signature of GSA General Manager Date

_____ _____

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 5

FROM: Scott Chambless

DATE: November 18, 2026

SUBJECT: Authorization to Issue Notice of Completion for the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02

Issue:
Consider adopting Resolution No. 56-26 authorizing to issue Notice of Completion for the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02.

Recommended Motion:
Adopt Resolution No. 56-26 authorizing to issue Notice of Completion for the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02.

Discussion:
On June 26, 2026, Kern County Water Agency (Agency) staff issued the Notice of Award letter to Performance Grading, Inc. (PGI) for the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02 (Project). Following a punch list walk with Agency staff and consultants, PGI corrected all noted deficiencies. Agency staff have found the Project work complete.

Agency staff are seeking authorization to execute Notice of Completion, subject to satisfactory completion of the project as approved by the Engineering and Groundwater Services Manager. A copy of the Notice of Completion is provided as Exhibit A.

This item was previously discussed by the Pioneer Participants.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING THE ISSUANCE OF THE NOTICE *
OF COMPLETION FOR THE NORTH PIONEER *
WEST BASIN LEVEE RECONSTRUCTION *
PROJECT – CONTRACT NO. KCWA 2026-02 *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of November, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 56-26

WHEREAS, Performance Grading, Inc. has substantially completed the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02 (Project); and

WHEREAS, in accordance with the Project specifications, Kern County Water Agency staff has performed a preliminary final inspection and confirms that the contract work is substantially completed; and

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

1. The foregoing recitals are true and correct.

2. Upon approval as to satisfactory completion of all remaining contract tasks by the Engineering and Groundwater Services Manager, the Water Resources Manager, is authorized and directed to execute a Notice of Completion for the Project and cause the same to be filed with the County Recorder. A copy of the Notice of Completion is provided as Exhibit A.

Exhibit A

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

And for the benefit of:
Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Water Resources Manager of the KERN COUNTY WATER AGENCY, a public agency, which is the owner of the work described as the North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02.

2. The address of said owner is 3200 Rio Mirada Drive, Bakersfield, CA 93308.

3. The nature of the interest or estate of the owner is that of fee.

4. The date of completion of said work of improvement was on October 20, 2026.

5. The work accomplished was the *North Pioneer West Basin Levee Reconstruction Project – Contract No. KCWA 2026-02.*

6. The site of work commences at the NE/4 of Section 7 in Township 30 South, Range 26 East MDB&M, in the County of Kern, State of California.

7. The name of the original contractor is Performance Grading, Inc., and the date of the contract was July 23, 2026.

KERN COUNTY WATER AGENCY

By _____
Lauren Bauer, Water Resources Manager

VERIFICATION

I, the undersigned, say:
I am the Water Resources Manager of the Kern County Water Agency, a public agency, owner of the aforesaid interest in the property described above;
I have read the foregoing notice and know the contents thereof, and the facts stated therein are true of my own knowledge.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on_____, 2026 at the Kern County Water Agency in Bakersfield, California.

_____
Lauren Bauer, Water Resources Manager

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 6

FROM: Nick Pavletich

DATE: November 18, 2026

SUBJECT: Consideration of the Kern County Water Agency Employee Travel, Expense and Vehicle Use Policy

Issue:
Consider adopting revisions to the Kern County Water Agency Employee Travel, Expense and Vehicle Use Policy.

Recommended Motion:
Adopt Resolution No. 58-26 approving the Kern County Water Agency Employee Travel, Expense and Vehicle Use Policy.

Discussion:
In July 2026, the Kern County Water Agency (Agency) Board of Directors adopted the Employee Travel, Expense and Vehicle Use Policy (Policy) to establish standards for employee travel, reimbursement of business expenses and authorized vehicle use.

Staff has since reviewed the Policy in relation to other Agency administrative policies and identified a limited revision needed to improve consistency. The proposed revision aligns approval authority and the treatment of business expenses with the Agency's Purchase Card Program Policy so that the applicable requirements do not differ based on the Agency payment method used.

The revision does not change the Policy's overall purpose or administrative framework. Expenses remain subject to appropriate approval, documentation and Agency business-purpose requirements. The revised Policy is attached as Exhibit A.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

ADOPTION OF THE KERN COUNTY WATER AGENCY EMPLOYEE TRAVEL, EXPENSE AND VEHICLE USE POLICY *

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of November, 2026 by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 58-26

WHEREAS, the Kern County Water Agency (Agency) has prepared an Employee Travel, Expense and Vehicle Use Policy to establish clear standards for employee travel, reimbursement of business expenses and authorized vehicle use; and

WHEREAS, the proposed Policy has been revised to promote consistency with other Agency administrative policies, including the Agency's Purchase Card Program Policy, by aligning approval authority and the treatment of business expenses across Agency payment methods; and

WHEREAS, the proposed Policy maintains appropriate requirements for approval, documentation and an Agency business purpose; and

WHEREAS, the Board of Directors (Board) finds that adoption of the Employee Travel, Expense and Vehicle Use Policy attached as Exhibit A is in the best interest of the Agency.

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

1. The foregoing recitals are true and correct.

2. The Employee Travel, Expense and Vehicle Use Policy, attached as Exhibit A, is adopted and supersedes any inconsistent provisions contained in the Employee Handbook, related policies or administrative practices; and

3. The General Manager, or designee, is authorized to administer, interpret and implement the Policy and to establish forms, procedures and guidelines consistent with the Policy and applicable law.

EMPLOYEE TRAVEL, EXPENSE AND VEHICLE USE POLICY

I. Purpose & Scope

This Employee Travel, Expense and Vehicle Use Policy (Policy) establishes standards for authorizing, documenting and regulating travel, meals, transportation, vehicle use and other expenses incurred for official Kern County Water Agency (Agency) business by Agency employees. It applies to all Agency employees and to all Agency payment methods, including purchasing cards, purchase orders, direct payments, travel advances and reimbursement claims. The Policy shall constitute an IRS Accountable Plan, as specified in Exhibit A hereto.

This Policy supports lawful, reasonable and efficient use of public funds while preserving the Agency's administrative flexibility. Expenses may be paid directly or reimbursed when they are actual, necessary, reasonable, adequately documented, serve an Agency purpose and are not prohibited by law or this Policy. Wherever possible, Authorized Representatives shall use government and group rates offered for travel and lodging.

Expenses not specifically listed in this Policy may be allowed when approved by the proper authority, adequately documented and meeting all the following standards:

- Serve a documented public purpose;
- Are reasonable in amount and related to Agency business;
- Comply with the requirements of this Policy; and
- Are not otherwise prohibited by law.

This Policy shall be administered consistent with applicable California law, including requirements for local agency reimbursement practices, public records, misuse of public resources and gifts of public funds. The General Manager and authorized designees may approve reasonable expenses and address circumstances not expressly described in this Policy when the expense serves an Agency purpose and adequate documentation is maintained.

II. Definitions

A. Authorized Representative

An individual authorized by the Agency to conduct official Agency business that requires travel, vehicle use or the incurrence of expenses. This term includes employees and other individuals as approved by the General Manager or designee, but does not include Agency Directors, who are covered under a separate policy.

B. Business Meal

A meal incurred or provided for official Agency business that supports a documented Agency purpose and is reasonable under the circumstances. Business meals may occur during travel, meetings, trainings, negotiations, emergency response, interagency coordination or other activities that facilitate Agency business.

Documentation substantiating the expense must be provided for all Business Meals. Documentation shall be maintained in a form approved by the Agency and identify the date, amount, business purpose and attendees or group served, when practicable.

C. Employee

An individual employed by the Agency.

D. Headquarters

The geographic area reasonably considered the Employee's Place of Employment or commuting area as determined by the Agency.

E. Place of Employment

The primary office or facility where an Employee performs assigned duties or reports for work.

F. Travel

Any authorized trip with a destination exceeding twenty (20) miles from the Place of Employment or requiring an overnight stay.

G. Travel Advance

An advance of up to one hundred percent (100%) of estimated travel, conference or training expenses, including registration fees, approved in advance by the General Manager or the relevant Department Head.

III. Travel, Meal and Expense Reimbursement

A. Approval Authority and Travel Authorization

1. The General Manager, relevant Department Head or designee may approve travel necessary or appropriate for Agency business by Agency employees. Travel should use a reasonable and economical mode, route and rate when practicable in accordance with the provisions of this Policy. A higher-cost option may be approved when supported by a documented Agency business need.

   Out-of-state travel requires written approval from the General Manager or designee. Overnight travel, conferences and organized training may require approval from the General Manager, Department Head or designee in a manner established by Agency procedures.

2. Positions that routinely require field work, inspections, local meetings, interagency coordination or travel between Agency facilities are preauthorized for ordinary and necessary travel. Positional preauthorization does not include out-of-state travel, overnight travel, formal conferences or organized training, which must be separately approved.

3. In emergency, urgent or time-sensitive circumstances, the General Manager, relevant Department Head or designee may authorize travel and related expenditures without prior written approval when necessary for Agency business. Such expenditures shall be documented as soon as practicable.

EMPLOYEE TRAVEL, EXPENSE AND VEHICLE USE POLICY

B. Transportation and Vehicle Use Expenses

1. Authorized Representatives using a privately owned vehicle for approved Agency business may be reimbursed at the applicable Internal Revenue Service standard mileage rate. Employees receiving a vehicle or car allowance may be reimbursed at a different rate to avoid duplicate compensation. Mileage reimbursement covers ordinary vehicle operating costs unless a specific additional expense is separately authorized and documented.

   Mileage reimbursement for employees applies only to business mileage incurred in excess of the employee's normal commute, unless otherwise approved for an Agency business reason.

   Mileage reimbursement claims submitted by the General Manager shall be reviewed and approved by the Controller.

2. Fuel, parking, tolls and other reasonable operating costs incurred in connection with authorized use of an Agency pool vehicle may be paid directly or reimbursed when supported by receipts or other acceptable documentation.

3. Rental vehicles, ride-sharing, taxis, shuttles and reasonable related gratuities are reimbursable when incurred for Agency business, reasonable under the circumstances and properly documented. Rental vehicles should only be used for activities located at least fifty (50) miles from the Headquarters. Vehicle class should be reasonable for the business need.

4. Economy-class airfare shall be used whenever reasonably feasible. Upgraded airfare may be approved when supported by a documented Agency business need.

5. Parking at airports, long-term parking is encouraged for travel exceeding 24 hours, subject to time constraints, safety concerns, and inclement weather. At hotels and for other parking, self-parking is encouraged, subject to time constraints, safety concerns, and inclement weather.

6. Telephone, facsimile, Internet, overnight, and/or courier expenses incurred in connection with approved Agency business will be reimbursed in accordance with this policy.

C. Lodging, Meals and Incidental Expenses

1. The Agency may pay or reimburse actual and necessary lodging expenses for authorized travel at a location that is situated at least fifty (50) miles from the Headquarters. Government, group, conference or comparable rates should be used when available and practical. Higher rates may be approved with a brief business justification.

2. Actual and necessary meals incurred during authorized travel are reimbursable when reasonable in amount, related to Agency business and supported by itemized receipts or other acceptable documentation. Meal expenses incurred for any person not essential to the Agency business being conducted will not be subject to reimbursement or otherwise allowed. Gratuities are reimbursable when reasonable and customary, generally not to

exceed eighteen percent (18%) of the pre-tax meal cost unless circumstances support a different amount.

3. Meals may be provided, paid for directly or reimbursed outside of travel status when they serve a documented Agency purpose, support Agency business and are reasonable.

   Examples include working meetings, trainings, emergency or operational activities, interagency coordination, negotiations, and similar Agency business.

4. Incidental expenses related to Agency business may be paid or reimbursed when reasonable, necessary and supported by receipts or other acceptable documentation.

5. An Authorized Representative may pay authorized group expenses on behalf of other approved participants when the expense serves an Agency purpose. The claim for reimbursement of such expenses shall identify the attendees or group served, business purpose and itemized costs.

   When practicable, the highest-ranking Authorized Representative present should pay group expenses. Claims must be approved by an individual with appropriate authority (i.e., Department Head or General Manager) and should not be approved solely by the claimant.

   Claims submitted by the General Manager shall be reviewed and approved by the Controller or other individual designated by the Board or Agency procedure.

D. Unauthorized Expenses

The following expenses are not allowed or reimbursable:

- Alcoholic beverages, except when approved in advance by the General Manager for an Agency business purpose;
- Tobacco, cannabis products or recreational substances;
- Costs incurred for personal guests or companions who do not contribute to the documented Agency purpose;
- Personal entertainment, recreation, sightseeing or similar personal activities;
- Expenses that are excessive, extravagant or unreasonable under the circumstances; and
- Expenses that provide no identifiable benefit to the Agency or are otherwise prohibited by law or this Policy.

E. Documentation and Timing

Expense claims and supporting documentation should be submitted within thirty (30) days of the expense unless a later submission is approved by the Controller or designee. Documentation must support review for authorization, Agency business purpose, reasonableness and compliance with this Policy. Late claims may be denied if the delay prevents adequate review or compliance. The following procedures shall be followed with respect to any expense reimbursements:

- Expense Report Forms. Director reimbursements shall be requested using Agency expense report forms or other approved documentation.
- Receipts and Documentation. Expense reports shall include receipts or other required documentation sufficient to demonstrate that the expense was actual, necessary, reasonable and incurred in the performance of official Agency duties.
- Public Records. Documents related to reimbursable Agency expenditures are public records and are subject to disclosure in accordance with the California Public Records Act, unless a lawful exemption applies.

IV. Vehicle Use and Authorization

This section establishes operational rules for the authorization and use of Agency-owned and privately owned vehicles while conducting official Agency business. Vehicle use must be authorized, limited to Agency business and conducted in a safe, lawful and responsible manner. The General Manager or designee may establish procedures for vehicle reservations, keys, logs, parking, fuel cards, maintenance reporting and other operational requirements.

An Authorized Representative may operate a vehicle for Agency business only when authorized under this Policy and any related administrative procedures.

A. Authorized Vehicle Use

1. Agency-owned vehicles may be used solely for official Agency business by individuals authorized to operate them. Use must comply with this Policy, Agency procedures, applicable law and any requirements established by the Agency's insurer.

   Personal use of Agency vehicles is prohibited except for incidental or de minimis use directly connected to Agency business or use specifically authorized by the General Manager or designee.

2. Privately owned vehicles may be used for Agency business with prior approval or other authorization established by Agency procedures. Drivers are responsible for ensuring the vehicle is safe, legally operable and properly insured.

   Use of a privately owned vehicle for Agency business must comply with applicable licensing, insurance, reporting and safety requirements.

B. Driver Eligibility and Responsibility

Any person operating a vehicle for Agency business shall:

- Maintain a valid driver's license appropriate for the vehicle operated;
- Operate vehicles in compliance with all applicable federal, state and local laws, including all restrictions on cell phone use and prohibitions on texting while driving;
- Use seat belts and follow all safety requirements;
- Report any collision, damage, citation or safety incident occurring during Agency business as soon as practicable; and

- Always exercise reasonable care and judgment.

The Agency may require verification of license status, driving eligibility, insurance coverage or other information necessary to confirm continued authorization to operate a vehicle for Agency business.

C. Private Vehicle Insurance

Drivers using privately owned vehicles for Agency business must maintain valid liability insurance in amounts required by California law and acceptable to the Agency based on the nature and frequency of Agency-related use.

The Agency may request proof of insurance and may establish recommended or minimum coverage thresholds by administrative procedure. Unless otherwise determined by the Agency's insurer or applicable law, the driver's personal vehicle insurance is primary for claims involving a privately owned vehicle.

D. Accidents, Incidents and Damage

Drivers must report any vehicle accident, incident, citation, damage or safety concern occurring during Agency business to Agency management as soon as practicable and in accordance with applicable procedures.

The Agency may require completion of incident reports, photographs, insurance information, law enforcement reports or other documentation necessary for claim, insurance, safety or administrative review.

E. Limitation or Removal of Vehicle Authorization

The Agency may condition, limit, suspend or revoke authorization to operate Agency-owned or privately owned vehicles when continued authorization presents a safety, legal, insurance, risk-management, operational or compliance concern.

F. Restoration of Vehicle Authorization

The General Manager or designee may restore vehicle authorization when the Agency determines that the concern has been addressed and continued authorization is appropriate. Restoration is discretionary and may be conditioned on additional requirements.

G. Administration and Interpretation

The General Manager or designee may administer, interpret and implement this Policy, including issuing guidelines, forms, procedures and approval workflows. This Policy shall be interpreted to maintain public accountability, audit readiness and safety while allowing reasonable flexibility for operational needs and circumstances not expressly described herein.

H. Conflicts and Related Policies

This Policy complements other applicable Agency policies, procedures, contracts, insurance requirements and legal obligations. In the event of conflict or ambiguity, the General Manager or designee may

determine the appropriate administrative application consistent with applicable law, Board direction, Agency procedures and the public purpose served.

I. Review and Amendment

The Board of Directors may amend, suspend or rescind this Policy by action taken in a public meeting. Administrative forms, procedures and guidelines used to implement this Policy may be updated by the General Manager or designee as necessary, provided they remain consistent with this Policy and applicable law.

EMPLOYEE TRAVEL, EXPENSE AND VEHICLE USE POLICY

EXHIBIT A: INTERNAL REVENUE SERVICE ACCOUNTABLE PLAN

General Rules for "Expense Reimbursement" Plans

The primary question regarding an employee reimbursement is whether the payment constitutes additional cash compensation that should be taxed as ordinary salary or wages, or whether it qualifies as a business-related "expense reimbursement" that can be excluded from reportable income.

Under IRS Code, Section 62(c), an arrangement is treated as an "expense reimbursement" if it requires the employee to:

(a) Substantiate the reimbursement, and

(b) Refund any reimbursement in excess of substantiated expenses.

This means that to qualify, a "reimbursement arrangement" must comply with both of the above Code provisions.

If all of the above rules and regulations are met, amounts paid are treated as paid under an "accountable expense reimbursement plan" (See below). If there is any conflict between this document and IRS statutes, regulations, or guidance, they shall prevail over this document.

Accountable Expense Reimbursement Plans

Governmental employees often receive reimbursements for a variety of business expenses, including automobile expenses (where employees use their own autos for government business) other travel costs, hotel and motel costs, meals and entertainment, etc. In such cases, the employee may receive reimbursement for actual costs incurred, a per diem allowance (e.g., a flat rate per day), or a monthly allowance or advance. If the expense reimbursements or allowances are not made in accordance with the IRS rules below, they may be considered "wages" subject to payroll tax withholding.

In order to qualify as an "accountable" plan, the reimbursement must meet the following two requirements:

1. Substantiation Requirement (Per Regulation 1.274-5T):

The governmental agency must require the employee to substantiate expenses incurred. That is, the employee should submit the following for each business related expense:

a. The **amount** of the expenditure.

b. The **time** and **place** of travel or entertainment.

c. The **business purpose** of the expenditure.

d. The **business relationship** to the person entertained, and the individuals' names.

The following **documentation** should be attached to each expense report (per Regulation 1.274-5 (c)(2)(iii):

a. Receipts, paid bills, etc. for any lodging (hotel bills, etc.) regardless of amount, and

b. Receipts for any "nonlodging" travel or entertainment expenditure of $75.00 or more. (See Regulation 1.274-5(c)(2)(iii)(A)(2), IRS Notice 95-50 and Letter Ruling 200343025).

To ensure compliance and reduce risk of misuse, the Agency requires receipts for all expenses, unless impracticable (e.g., incidental expenses, public transit fares without receipt, etc.) Under these rules, generally, business expenses must be "substantiated" within 60 days after the expense is paid or incurred.

Observation: Because travel and entertainment expenses of government officials and employees can have a very high "political profile," it may be prudent to require documentation on all travel and entertainment expenditures, regardless of amount. The Agency reserves the right to deny expenses that were not approved or do not qualify for reimbursement under the Agency's Employee Reimbursement of Expenses Policy.

2. Requirement to Return Unsubstantiated Advances:

The employee must be required to return to the governmental agency any amount in excess of substantiated expense within a "reasonable period of time." A reasonable period of time depends on the facts and circumstances. Under the regulations, the Treasury has established a **"safe harbor"** for returning unsubstantiated advances:

- Excess advances must be returned within **120 days** after the expense is paid or incurred.
- In the case of allowances or advances, the expense must be incurred (to come under the safe harbor) within **30 days** after the allowance or advance is paid to the employee. (Code Sec. 62(c); Reg. 1.62-2(c)(2)(i); Reg. 1.62-2(d)(i); Reg. 1.62-2(e); Reg. 1.62-2(f)).

To the extent amounts are not paid under an "accountable plan" they constitute "wages" and are subject to income and payroll tax withholding when paid. If the government agency established an "accountable plan" but the employee fails to substantiate the expenses or return advances within a reasonable period, only the unsubstantiated or unreturned will be treated as taxable "wages."

MEMORANDUM

20.2.1

TO: Board of Directors
Agenda Item No. 7

FROM: Christina Van Meter

DATE: November 18, 2026

SUBJECT: Authorization to Execute an Agreement with NEOGOV for Additional Modules for the Kern County Water Agency Human Resources Information System

Issue:
Consider authorizing the General Manager to execute an agreement with NEOGOV for additional modules for the Kern County Water Agency Human Resources Information System.

Recommended Motion:
Authorize the General Manager to execute an agreement with NEOGOV for additional modules for the Kern County Water Agency Human Resources Information System, for an amount not to exceed $95,402.60, subject to approval of General Counsel as to legal form, as outlined in the November 18, 2026 staff memorandum to the Board of Directors, Agenda Item No. 7.

Discussion:
The Kern County Water Agency (Agency) Human Resources Information System (HRIS) with NEOGOV currently includes two modules (Insight and Attract) to assist Human Resources staff with recruitments, applicant tracking and communications, as well as the Agency's Career page. Numerous other Human Resources functions, such as employment information, time and attendance, benefits administration and payroll run on separate systems and/or processes outside of the HRIS with NEOGOV, and employees have limited self-service options related to their employment, payroll and benefit information. These disjointed systems and processes increase the potential for data entry errors, which can lead to delayed service and additional corrective work for Agency staff.

NEOGOV offers four other modules with the following services:

1. Core HR: Employee lifecycle management and self-service options.

2. Benefits: Electronic enrollment, benefit selection and tracking; integration with benefit vendors.

3. Payroll: Payroll and tax processing; employee access to paystubs, direct deposit and tax forms; integration with other payroll/accounting systems.

4. Time & Attendance: Electronic time entry/coding, time-off requests and tracking; compensation statements; integration with other payroll/accounting systems.

The addition of these four modules to the Agency's HRIS with NEOGOV would provide a number of enhanced benefits to the Agency and staff, including a reduction in manual and dual data entry, time and attendance and payroll efficiencies, employee self-service options, integration with other payroll, accounting and benefit systems and a reduction in administrative time spent on these activities for Human Resources and other staff. The Payroll module would also replace the Agency's current payroll provider (Asure) at a reduced cost.

Therefore, Agency staff recommends authorizing the General Manager to execute a three-year agreement with NEOGOV for these four additional modules for the Kern County Water Agency Human Resources Information System, for an amount not to exceed $95,402.60. Money for these modules will be expended from the General Fund. The proposed agreement is provided as Attachment 1.

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-659296	**Order #:**	Q-518564
Customer:	Kern County Water Agency (CA)	**Valid Until:**	9/25/2026
Effective Employee Count:	65		
Sales Rep:	Austin Cardwell		

Customer Contact			
Billing Contact:	Kern County Water Agency (CA) Christina Van Meter	**Shipping Contact :**	Kern County Water Agency (CA) Christina Van Meter
Billing Address:	3200 Rio Mirada Dr Bakersfield, CA 93308	**Shipping Address:**	3200 Rio Mirada Dr Bakersfield, CA 93308
Billing Contact Email:	cvanmeter@kcwa.com	**Shipping Contact Email:**	cvanmeter@kcwa.com
Billing Phone:	(661) 634-1474	**Shipping Phone:**	(661) 634-1474

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1 55% discounts on subscriptions for Year 1 to offset implementation fee

Item	Type	Start Date	End Date	License Type	Total (USD)
Benefits Subscription	Recurring	9/21/2026	9/20/2027	Employee Based	$2,340.00
Benefits Setup	Services			Employee Based	$4,500.00
Core HR Subscription	Recurring	9/21/2026	9/20/2027	Employee Based	$2,699.55
Core HR Setup	Services			Employee Based	$4,500.00
Payroll Subscription	Recurring	9/21/2026	9/20/2027	Employee Based	$4,755.15
Payroll Setup	Services			Employee Based	$4,500.00
Payroll Services Subscription	Recurring	9/21/2026	9/20/2027	Quantity Based	$1,579.50
Time & Attendance Subscription	Recurring	9/21/2026	9/20/2027	Employee Based	$4,458.15
Time & Attendance Setup	Services			Employee Based	$4,500.00
				Year 1 TOTAL:	$33,832.35

Year 2 — 25% discounts applied across subscriptions to ramp up to 2026 customer price

Item	Type	Start Date	End Date	License Type	Total (USD)
Benefits Subscription	Recurring	9/21/2027	9/20/2028	Employee Based	$3,900.00
Core HR Subscription	Recurring	9/21/2027	9/20/2028	Employee Based	$4,499.25
Payroll Subscription	Recurring	9/21/2027	9/20/2028	Employee Based	$7,925.25
Payroll Services Subscription	Recurring	9/21/2027	9/20/2028	Quantity Based	$2,632.50
Time & Attendance Subscription	Recurring	9/21/2027	9/20/2028	Employee Based	$7,430.25
				Year 2 TOTAL:	$26,387.25

Year 3 — 2028 renewal locked in at 2026 discounted customer price

Item	Type	Start Date	End Date	License Type	Total (USD)
Benefits Subscription	Recurring	9/21/2028	9/20/2029	Employee Based	$5,200.00
Core HR Subscription	Recurring	9/21/2028	9/20/2029	Employee Based	$5,999.00
Payroll Subscription	Recurring	9/21/2028	9/20/2029	Employee Based	$10,567.00
Payroll Services Subscription	Recurring	9/21/2028	9/20/2029	Quantity Based	$3,510.00
Time & Attendance Subscription	Recurring	9/21/2028	9/20/2029	Employee Based	$9,907.00
				Year 3 TOTAL:	$35,183.00

Total: | $95,402.60

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at https://www.neogov.com/service-specifications (the "NEOGOV Site"), together with all addenda, exhibits, policies, and

supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 here.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

THIS ORDER FORM HAS NOT BEEN APPROVED

Minutes of Board Meetings and Committee Meetings

Administrative Operations Committee

Financial Report

Presented to:

KCWA
Board of Directors

October 2026

Prepared by:

Administrative Operations Department

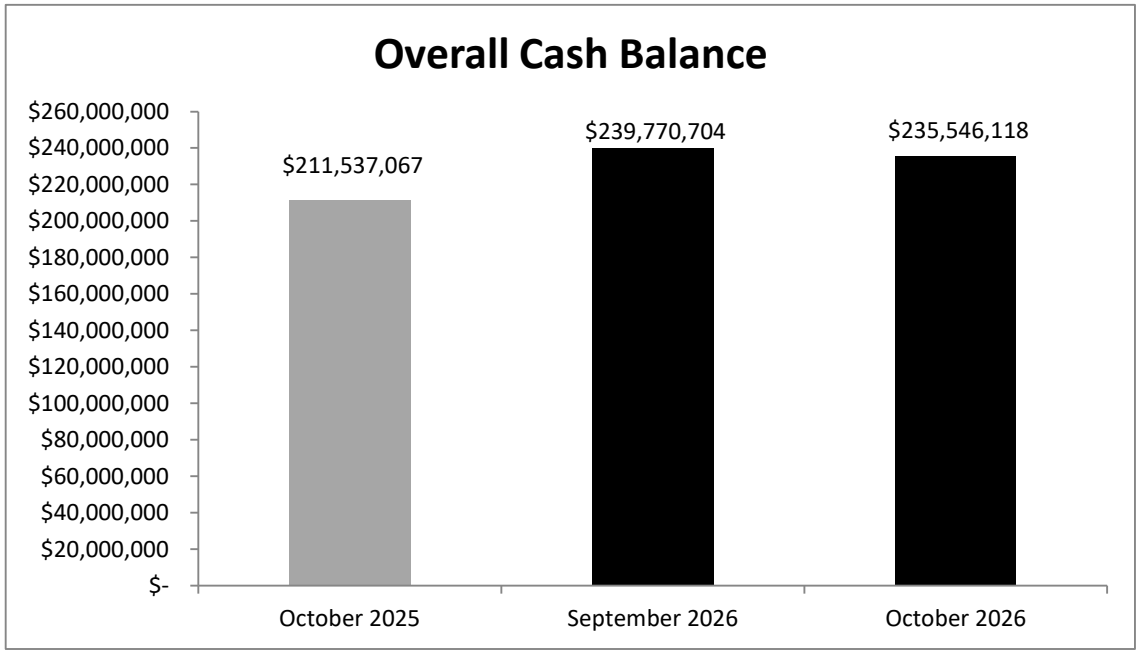
November 18, 2026

TABLE OF CONTENTS

Cash Report....1
Cash Balances - All Funds, October 31, 2026....2
Accounts Receivable Summary Aging Report, October 31, 2026....3
Summary of Consultant Fees, October 31, 2026....5
General Fund....6
State Contract Payment Fund....24
Kern Fan Monitoring Committee....30
Kern Water Bank....31
Zone of Benefit No. 7 Fund....34
Zone of Benefit No. 17 Fund....35
Zone of Benefit No. 18 Fund....36
Zone of Benefit No. 19 Fund....37
Western Hills Fund....38
Lower Kern River Fund....39
Entitlement Retention Fund....40
Water Management Fund....41
Improvement District No. 1 Fund....42
Improvement District No. 3 Fund....43
Improvement District No. 4 Fund....44
Improvement District No. 4 Bonds....52
Cross Valley Canal Operations....53
Joint KCWA/BM Banking Program....58
Pioneer Project....62
Agency Participation in CVC....69

October 31, 2026
Cash Report
(All funds combined)

	October 2025	September 2026	October 2026
Beginning Cash Balance:	$ 223,507,006	$ 256,338,145	$ 239,770,704
Total Cash Receipts:	$ 6,794,389	$ 3,195,775	$ 11,263,576
Total Cash Disbursements:	$ (18,764,328)	$ (19,763,216)	$ (15,488,162)
Ending Cash Balance:	$ 211,537,067	$ 239,770,704	$ 235,546,118



KERN COUNTY WATER AGENCY
CASH BALANCES - ALL FUNDS [1]
October 31, 2026

FUND NAME	REGULAR CASH	RESTRICTED CASH	FOOT-NOTE	ADD: ACCOUNTS RECEIVABLE	LESS:LIABILITIES/ ENCUMBRANCES	NET NON-DISCRETIONARY	NET DISCRETIONARY
General Fund	37,198,762	$312,281	**[B]**	$0	$278,335	$0	$37,232,708
State Contract Payment	20,067,308	0	**[A]**	45,050	3,807,827	16,304,531	0
Kern Fan Monitoring Comm	(66,211)	0		81,830	796	14,823	0
Kern Water Bank	(78,824)	0		0	0	(78,824)	0
Zone of Benefit #7	48,245,133	7,837,733	**[C]**	0	0	56,082,866	0
Zone of Benefit #17	36,027,909	0		0	0	36,027,909	0
Zone of Benefit #18	4,236,701	0		0	0	4,236,701	0
Zone of Benefit #19	31,182,347	0		0	0	31,182,347	0
Western Hills	(540,160)	0		11,103,249	0	10,563,089	0
Lower Kern River	2,353,818	0		0	6,418	2,347,399	0
Entitlement Retention	(2,747,610)	0		0	0	0	(2,747,610)
Water Management	26,929,855	1,000,000	**[D]**	0	0	1,000,000	26,929,855
Improvement District No. 1	845,401	0		0	0	845,401	0
Improvement District No. 3	(77,636)	0		0	52	(52)	(77,636)
Improvement District No.4	(395,113)	0		231,531	724,368	(887,949)	0
Imp. District No.4 Bonds	4,698,341	0		0	90,835	4,607,506	0
CVC Operations	7,142,104	0		217,182	174,401	7,184,885	0
CVC Power	(931,012)	0		3,390	1,046,155	(1,973,777)	0
CVC Replacement	205,528	0		0	0	205,528	0
CVC Third Party	764,881	0		0	0	764,881	0
KCWA/BMWD Jt. Banking	1,819,905	0		41,090	5	1,860,989	0
Pioneer Project	6,463,499	0		111,488	148,824	6,426,163	0
Westlands Payback	1,675,870	0		0	0	1,675,870	0
MU Participation in CVC	(899,336)	0		0	0	(899,336)	0
Section 125 Plan	21,678	0		0	7,437	14,241	0
Unallocated Interest	2,252,972	0		0	0	0	2,252,972
TOTAL KCWA CASH	$226,396,104	$9,150,014		$11,834,810	$6,285,453	$177,505,191	$63,590,289

Total	$ 235,546,118

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

[A] ZOB 14, 15 & 16 restricted cash
[B] Remainder of the 1996 KCWA Pool Program $3 million transfer from Allocation Settlement Fund.
[C] Per Resolution 6-96 : Water Replacement Account for the acquisition of additional water supplies for ID4.
[D] Chevron Pipeline Settlement

Kern County Water Agency
Accounts Receivable Aging
October 31, 2026

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
State Contract Payment Fund						
Belridge WSD	$24,250.00	$1,250.00	$23,000.00	$0.00	$0.00	$0.00
Berrenda Mesa WD	$11,250.00	$0.00	$11,250.00	$0.00	$0.00	$0.00
Cawelo WD	$800.00	$800.00	$0.00	$0.00	$0.00	$0.00
Rosedale-Rio Bravo WSD	$1,750.00	$1,750.00	$0.00	$0.00	$0.00	$0.00
Semitropic WSD	$7,000.00	$7,000.00	$0.00	$0.00	$0.00	$0.00
State Contract Payment Fund Total:	**$45,050.00**	**$10,800.00**	**$34,250.00**	**$0.00**	**$0.00**	**$0.00**
Kern Fan Monitoring Committee						
Belridge WSD	$2,563.36	$2,563.36	$0.00	$0.00	$0.00	$0.00
Berrenda Mesa WD	$5,216.68	$5,216.68	$0.00	$0.00	$0.00	$0.00
Buena Vista WSD	$9,542.94	$9,542.94	$0.00	$0.00	$0.00	$0.00
Dudley Ridge Water District	$1,807.86	$1,807.86	$0.00	$0.00	$0.00	$0.00
Henry Miller WD	$7,456.26	$7,456.26	$0.00	$0.00	$0.00	$0.00
Kern Delta WD	$11,445.24	$11,445.24	$0.00	$0.00	$0.00	$0.00
Kern Water Bank Authority	$1,924.77	$1,924.77	$0.00	$0.00	$0.00	$0.00
Lost Hills WD	$2,257.56	$2,257.56	$0.00	$0.00	$0.00	$0.00
North Kern WSD	$719.54	$719.54	$0.00	$0.00	$0.00	$0.00
Rosedale-Rio Bravo WSD	$12,416.61	$12,416.61	$0.00	$0.00	$0.00	$0.00
Semitropic WSD	$4,074.41	$4,074.41	$0.00	$0.00	$0.00	$0.00
Tejon-Castac WD	$503.68	$503.68	$0.00	$0.00	$0.00	$0.00
West Kern WD	$4,434.19	$4,434.19	$0.00	$0.00	$0.00	$0.00
Westside Mutual Water Company	$9,021.26	$9,021.26	$0.00	$0.00	$0.00	$0.00
Wheeler Ridge-Maricopa WSD	$8,445.63	$8,445.63	$0.00	$0.00	$0.00	$0.00
Kern Fan Monitoring Committee Total:	**$81,829.99**	**$81,829.99**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Western Hills Fund						
Western Hills WD	$11,103,249.00	$0.00	$0.00	$0.00	$0.00	$11,103,249.00
Western Hills Fund Total:	**$11,103,249.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,103,249.00**
Impr. Dist. No. 4 Operations						
City of Bakersfield DWR	$53,691.76	$53,691.76	$0.00	$0.00	$0.00	$0.00
East Niles CSD	$118,286.82	$118,286.82	$0.00	$0.00	$0.00	$0.00
North of the River MWD	$55,552.87	$55,552.87	$0.00	$0.00	$0.00	$0.00
Oildale Mutual Water Company	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00
Impr. Dist. No. 4 Operations Total:	**$231,531.45**	**$231,531.45**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Kern County Water Agency

Accounts Receivable Aging

October 31, 2026

	Total	Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
Cross Valley Canal Operations						
Lower Tule River ID	$109,267.00	$0.00	$109,267.00	$0.00	$0.00	$0.00
Pixley ID	$109,267.00	$0.00	$109,267.00	$0.00	$0.00	$0.00
Rosedale-Rio Bravo WSD	$2,038.06	$2,038.06	$0.00	$0.00	$0.00	$0.00
Cross Valley Canal Operations Total:	**$220,572.06**	**$2,038.06**	**$218,534.00**	**$0.00**	**$0.00**	**$0.00**
KCWA/BM Banking Program						
Henry Miller WD	$41,089.62	$41,089.62	$0.00	$0.00	$0.00	$0.00
KCWA/BM Banking Program Total:	**$41,089.62**	**$41,089.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Pioneer Project						
Henry Miller WD	$111,487.92	$111,487.92	$0.00	$0.00	$0.00	$0.00
Pioneer Project Total:	**$111,487.92**	**$111,487.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Report Total:	**$11,834,810.04**	**$478,777.04**	**$252,784.00**	**$0.00**	**$0.00**	**$11,103,249.00**

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

CONSULTANT	FOUR MONTHS ENDED OCTOBER 31, 2026												
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
CONSULTING ENGINEERS													
Dee Jaspar & Associates, Inc.	9,945	2,451	44,283	12,335									69,013
Soils Engineering Inc.	3,527	-	29,617	5,274									38,418
Provost & Pritchard Inc.	-	8,475	7,752	1,880									18,108
AECOM Water	-	-	-	8,500									8,500
Meyer Civil Engineering Inc.	4,526	2,881	1,050	-									8,457
SUBTOTAL	17,998	13,807	82,702	27,989	-	-	-	-	-	-	-	-	142,496
									.				
AUDIT SERVICES													
Ernst & Young	-	-	-	-									-
Daniells Phillips Vaughan & Bock	-	-	-	-									-
SUBTOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CONSULTANTS													
The Gualco Group	12,671	12,825	12,641	12,640									50,777
Sarah Clayton	-	14,615	15,279	17,935									47,829
T.Ravazzini Consulting LLC	15,802	-	24,147	-									39,949
Northern Digital Inc.	17,174	2,040	5,150	1,037									25,400
Dudek	-	-	3,279	20,626									23,905
Carney's Business Technology Center	-	-	-	20,000									20,000
Highland Economics LLC	-	-	17,290	-									17,290
Electrical Power Systems Inc.	6,990	-	4,160	2,930									14,080
Dale Fye dba Developing Solutions LLC	-	6,153	4,923	2,271									13,346
Providence Strategic Consulting	-	7,566	961	1,365									9,892
Hamilton Resource Economics	-	5,130	-	-									5,130
Pacific West Sound Inc.	566	-	-	350									916
South Valley Biology Consulting	373	-	345	-									718
SUBTOTAL	53,576	48,329	88,173	79,154	-	-	-	-	-	-	-	-	269,232
TOTAL CONSULTANT FEES	$ 71,574	$ 62,136	$ 170,876	$ 107,143	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 411,728

Fund 001 General Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	658,710	145,500	513,210	452	822,744	948,000	(125,256)	86	8,480,000	9
Reimbursements	313,465	314,100	(635)	99	1,253,860	1,256,400	(2,540)	99	3,815,620	32
Interest Income	369,457	0	369,457		(3,358)	350,000	(353,358)	( )	1,400,000	( )
Other Revenue	0	0	0		2,629	0	2,629		377,200	
Total Revenues	1,341,632	459,600	882,032	291	2,075,875	2,554,400	(478,525)	81	14,072,820	14
Expenditures										
Labor Costs	572,122	482,210	(89,912)	118	1,745,632	1,601,670	(143,962)	108	4,651,260	37
Operations	9,005	125	(8,880)	7,204	37,986	550	(37,436)	6,906	6,750	562
Maintenance	35,533	43,983	8,450	80	129,016	143,933	14,917	89	384,100	33
Administration	75,733	59,785	(15,948)	126	252,503	423,770	171,267	59	742,770	33
Prof Services	27,896	7,053	(20,842)	395	84,434	500,773	416,339	16	652,200	12
Capital Outlays	2,334	0	(2,334)		35,511	900,000	864,489	3	975,000	3
Other Expenses	11,160	10,166	(994)	109	64,337	55,122	(9,215)	116	393,350	16
Total Expenditures	733,783	603,322	(130,460)	121	2,349,419	3,625,818	1,276,399	64	7,805,430	30
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		8,333,786	
Net Transfers	0	0	0		0	0	0		(8,333,786)	
Net After Transfers	607,851	(143,722)	751,573	(422)	(273,542)	(1,071,418)	797,876	25	(2,066,395)	13

Fund 001 General Fund
Core 01 General Fund Revenues
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	658,710	145,500	513,210	452	822,744	948,000	(125,256)	86	8,480,000	9
Reimbursements	313,465	314,100	(635)	99	1,253,860	1,256,400	(2,540)	99	3,769,200	33
Interest Income	369,457	0	369,457		(3,358)	350,000	(353,358)	( )	1,400,000	( )
Other Revenue	0	0	0		0	0	0		377,200	
Total Revenues	1,341,632	459,600	882,032	291	2,073,246	2,554,400	(481,154)	81	14,026,400	14
Expenditures										
Administration	0	0	0		30,398	86,600	56,202	35	86,600	35
Prof Services	506	1,433	927	35	1,524	5,733	4,209	26	17,200	8
Other Expenses	0	0	0		0	0	0		230,000	
Total Expenditures	506	1,433	927	35	31,922	92,333	60,411	34	333,800	9
Interfund Transfers										
Transfers Out	0	0	0		0	0	0		8,333,786	
Net Transfers	0	0	0		0	0	0		(8,333,786)	
Net After Transfers	1,341,125	458,166	882,958	292	2,041,322	2,462,066	(420,743)	82	5,358,814	38

Fund 001 General Fund
Core 05 Budget & Treasury
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	8,558	25,450	16,892	33	27,379	78,510	51,131	34	227,800	12
Administration	0	0	0		3,541	8,650	5,109	40	13,900	25
Prof Services	0	1,249	1,249		8,424	4,999	(3,424)	168	15,000	56
Other Expenses	675	100	(575)	675	11,352	9,400	(1,952)	120	37,200	30
Total Expenditures	9,233	26,799	17,566	34	50,696	101,559	50,863	49	293,900	17
Net After Transfers	(9,234)	(26,799)	17,565	34	(50,696)	(101,559)	50,863	49	(293,899)	17

Fund 001 General Fund
Core 06 Administrative Facilities
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	5,731	15,190	9,459	37	24,011	46,750	22,739	51	135,580	17
Operations	0	0	0		0	0	0		1,000	
Maintenance	8,211	17,000	8,789	48	55,245	68,000	12,755	81	205,000	26
Administration	11,780	12,250	470	96	48,388	62,400	14,012	77	151,400	31
Prof Services	920	250	(670)	368	1,000	1,000	0	100	3,000	33
Capital Outlays	0	0	0		11,841	310,000	298,159	3	310,000	3
Other Expenses	1,656	0	(1,656)		2,603	900	(1,703)	289	3,600	72
Total Expenditures	28,298	44,690	16,392	63	143,088	489,050	345,962	29	809,580	17
Net After Transfers	(28,298)	(44,690)	16,391	63	(143,090)	(489,050)	345,959	29	(809,580)	17

Fund 001 General Fund
Core 10 Board Policy
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	16,287	0	(16,287)		48,846	0	(48,846)		0	
Administration	7,975	0	(7,975)		23,188	0	(23,188)		0	
Total Expenditures	24,262	0	(24,262)		72,034	0	(72,034)		0	
Net After Transfers	(24,262)	0	(24,262)		(72,034)	0	(72,034)		0	

Fund 001 General Fund
Core 11 KCWA Management
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	46,538	0	(46,538)		114,857	0	(114,857)		0	
Administration	382	0	(382)		3,623	0	(3,623)		0	
Prof Services	2,680	0	(2,680)		9,513	0	(9,513)		0	
Total Expenditures	49,600	0	(49,600)		127,993	0	(127,993)		0	
Net After Transfers	(49,600)	0	(49,600)		(127,991)	0	(127,991)		0	

Fund 001 General Fund
Core 14 Non SWP/Non MU Water Mgmt
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	4,416	26,120	21,704	16	13,818	81,020	67,202	17	235,240	5
Operations	0	0	0		0	50	50		50	
Administration	0	300	300		141	23,610	23,469		26,390	
Prof Services	965	0	(965)		4,505	15,000	10,495	30	15,000	30
Total Expenditures	5,381	26,420	21,039	20	18,464	119,680	101,216	15	276,680	6
Net After Transfers	(5,379)	(26,420)	21,040	20	(18,465)	(119,680)	101,214	15	(276,680)	6

Fund 001 General Fund
Core 52 Operations Group Home Cost Ctr
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	90,467	0	(90,467)		279,763	0	(279,763)		0	
Operations	8,324	0	(8,324)		33,073	0	(33,073)		0	
Maintenance	18,391	0	(18,391)		29,318	0	(29,318)		0	
Administration	10,959	0	(10,959)		29,243	0	(29,243)		0	
Capital Outlays	0	0	0		17,656	0	(17,656)		0	
Other Expenses	0	0	0		758	0	(758)		0	
Total Expenditures	128,141	0	(128,141)		389,811	0	(389,811)		0	
Net After Transfers	(128,141)	0	(128,141)		(389,809)	0	(389,809)		0	

Fund 001 General Fund
Core 85 Water Well Ordinance
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	0	0		0	0	0		46,420	
Total Revenues	0	0	0		0	0	0		46,420	
Expenditures										
Labor Costs	653	2,920	2,267	22	1,683	8,980	7,297	18	26,040	6
Administration	0	0	0		15	1,300	1,285	1	1,300	1
Total Expenditures	653	2,920	2,267	22	1,698	10,280	8,582	16	27,340	6
Net After Transfers	(652)	(2,920)	2,267	22	(1,698)	(10,280)	8,581	16	19,080	(8)

Fund 001 General Fund
Core 86 EGS Home Code
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	51,110	0	(51,110)		182,886	0	(182,886)		0	
Operations	230	0	(230)		545	0	(545)		0	
Maintenance	873	0	(873)		1,054	0	(1,054)		0	
Administration	3,618	0	(3,618)		4,831	0	(4,831)		0	
Prof Services	280	0	(280)		280	0	(280)		0	
Total Expenditures	56,111	0	(56,111)		189,596	0	(189,596)		0	
Net After Transfers	(56,111)	0	(56,111)		(189,595)	0	(189,595)		0	

Fund 001 General Fund
Core 87 Groundwater Activities
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	57,274	49,360	(7,914)	116	142,977	154,690	11,713	92	449,820	31
Operations	0	0	0		0	0	0		4,000	
Maintenance	0	0	0		0	0	0		3,300	
Administration	1,946	0	(1,946)		2,622	12,590	9,968	20	18,290	14
Prof Services	0	0	0		0	260,000	260,000		260,000	
Other Expenses	0	0	0		66	4,400	4,334	1	4,400	1
Total Expenditures	59,220	49,360	(9,860)	119	145,665	431,680	286,015	33	739,810	19
Net After Transfers	(59,217)	(49,360)	(9,857)	119	(145,664)	(431,680)	286,015	33	(739,810)	19

Fund 001 General Fund
Core 88 Intertie Activities
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	0	280	280		360	880	520	40	2,560	14
Administration	0	0	0		2	100	98	2	100	2
Prof Services	0	0	0		0	20,000	20,000		20,000	
Total Expenditures	0	280	280		362	20,980	20,618	1	22,660	1
Net After Transfers	0	(280)	280		(363)	(20,980)	20,616	1	(22,660)	1

Fund 001 General Fund
Core 89 Indian Wells Valley
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	337	9,600	9,263	3	6,224	26,520	20,296	23	74,040	8
Administration	0	300	300		41	2,800	2,759	1	3,800	1
Other Expenses	0	0	0		66	800	734	8	800	8
Total Expenditures	337	9,900	9,563	3	6,331	30,120	23,789	21	78,640	8
Net After Transfers	(337)	(9,900)	9,562	3	(6,330)	(30,120)	23,789	21	(78,640)	8

Fund 001 General Fund
Core 93 Risk Management and Safety
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	37,547	49,590	12,043	75	114,019	153,090	39,071	74	444,180	25
Administration	524	100	(424)	524	964	18,300	17,336	5	19,100	5
Prof Services	0	500	500		0	2,000	2,000		6,000	
Other Expenses	59	0	(59)		59	0	(59)		0	
Total Expenditures	38,130	50,190	12,060	75	115,042	173,390	58,348	66	469,280	24
Net After Transfers	(38,129)	(50,190)	12,060	75	(115,042)	(173,390)	58,347	66	(469,280)	24

Fund 001 General Fund
Core 94 Human Resources
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	67,564	76,700	9,136	88	237,166	339,820	102,654	69	986,440	24
Operations	0	125	125		0	500	500		1,500	
Maintenance	0	150	150		243	600	357	40	1,800	13
Administration	22,065	23,160	1,095	95	52,372	47,070	(5,302)	111	67,940	77
Prof Services	1,000	3,420	2,420	29	2,480	13,640	11,160	18	56,000	4
Other Expenses	1,089	3,066	1,977	35	24,920	11,222	(13,698)	222	32,950	75
Total Expenditures	91,718	106,621	14,903	86	317,181	412,852	95,671	76	1,146,630	27
Net After Transfers	(91,718)	(106,621)	14,902	86	(317,181)	(412,852)	95,670	76	(1,146,630)	27

Fund 001 General Fund
Core 95 Accounting and Finance
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	98,746	90,160	(8,586)	109	284,320	280,090	(4,230)	101	814,280	34
Maintenance	0	16,000	16,000		24,960	26,000	1,040	96	26,000	96
Administration	2,272	4,225	1,953	53	5,834	26,700	20,866	21	39,250	14
Prof Services	0	0	0		0	0	0		80,000	
Capital Outlays	0	0	0		0	5,000	5,000		5,000	
Other Expenses	12	0	(12)		421	400	(21)	105	400	105
Total Expenditures	101,030	110,385	9,355	91	315,535	338,190	22,655	93	964,930	32
Net After Transfers	(101,030)	(110,385)	9,354	91	(315,533)	(338,190)	22,656	93	(964,930)	32

Fund 001 General Fund
Core 96 Administrative Grounds Maint
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	1,825	6,740	4,915	27	6,759	21,230	14,471	31	61,780	10
Maintenance	7,759	10,833	3,074	71	16,261	33,333	17,072	48	120,000	13
Administration	0	0	0		1,445	1,150	(295)	125	19,900	7
Prof Services	0	0	0		0	2,500	2,500		2,500	
Total Expenditures	9,584	17,573	7,989	54	24,465	58,213	33,748	42	204,180	11
Net After Transfers	(9,581)	(17,573)	7,992	54	(24,464)	(58,213)	33,748	42	(204,179)	11

Fund 001 General Fund
Core 97 General Support Services
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Other Revenue	0	0	0		2,629	0	2,629		0	
Total Revenues	0	0	0		2,629	0	2,629		0	
Expenditures										
Labor Costs	85,069	130,100	45,031	65	260,564	410,090	149,526	63	1,193,500	21
Operations	451	0	(451)		4,368	0	(4,368)		200	2,184
Maintenance	299	0	(299)		1,935	16,000	14,065	12	28,000	6
Administration	14,212	19,450	5,238	73	45,855	132,500	86,645	34	294,800	15
Prof Services	21,545	200	(21,345)	10,772	56,708	175,900	119,192	32	177,500	31
Capital Outlays	2,334	0	(2,334)		6,014	585,000	578,986	1	660,000	
Other Expenses	7,669	7,000	(669)	109	24,092	28,000	3,908	86	84,000	28
Total Expenditures	131,579	156,750	25,171	83	399,536	1,347,490	947,954	29	2,438,000	16
Net After Transfers	(131,578)	(156,750)	25,171	83	(396,903)	(1,347,490)	950,586	29	(2,438,000)	16

Fund 002 State Contract Payment Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		85,892,321	68,668,000	17,224,321	125	218,694,000	39
Reimbursements	10,800	19,000	(8,200)	56	306,500	272,500	34,000	112	421,500	72
Interest Income	0	0	0		236,765	350,000	(113,235)	67	1,400,000	16
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	10,800	19,000	(8,200)	56	86,435,586	69,290,500	17,145,086	124	220,583,000	39
Expenditures										
Labor Costs	337,159	463,280	126,121	72	1,007,644	1,434,680	427,036	70	4,164,680	24
Wtr Purch & Fees	10,594,848	0	(10,594,848)		72,395,686	68,668,000	(3,727,686)	105	220,094,000	32
Operations	5,670	0	(5,670)		21,151	0	(21,151)		96,500	21
Maintenance	392	0	(392)		392	0	(392)		0	
Administration	114,324	107,710	(6,614)	106	367,617	2,429,510	2,061,893	15	3,193,900	11
Prof Services	199,981	52,550	(147,431)	380	299,922	230,950	(68,972)	129	550,050	54
Capital Outlays	0	0	0		3,583	0	(3,583)		0	
Other Expenses	50	0	(50)		443	0	(443)		4,500	9
Total Expenditures	11,252,424	623,540	(10,628,884)	1,804	74,096,438	72,763,140	(1,333,298)	101	228,103,630	32
Interfund Transfers										
Transfers In	0	0	0		0	0	0		7,520,630	
Net Transfers	0	0	0		0	0	0		7,520,630	
Net After Transfers	(11,241,620)	(604,540)	(10,637,080)	1,859	12,339,154	(3,472,640)	15,811,794	(355)	0	

Fund 002 State Contract Payment Fund
Core 12 Sacramento Office
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	1,438	0	(1,438)		2,145	0	(2,145)		0	
Operations	5,670	0	(5,670)		19,525	0	(19,525)		0	
Maintenance	392	0	(392)		392	0	(392)		0	
Administration	4,810	0	(4,810)		7,525	0	(7,525)		0	
Other Expenses	0	0	0		393	0	(393)		0	
Total Expenditures	12,310	0	(12,310)		29,980	0	(29,980)		0	
Net After Transfers	(12,309)	0	(12,309)		(29,978)	0	(29,978)		0	

Fund 002 State Contract Payment Fund

Core 16 State Activities

Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		796,200	0	796,200		0	
Reimbursements	0	0	0		215,000	196,500	18,500	109	196,500	109
Other Revenue	0	0	0		0	0	0		67,500	
Total Revenues	0	0	0		1,011,200	196,500	814,700	514	264,000	383
Expenditures										
Labor Costs	130,932	177,380	46,448	73	383,038	548,870	165,832	69	1,593,340	24
Operations	0	0	0		0	0	0		75,000	
Administration	58,219	56,000	(2,219)	103	167,559	1,544,950	1,377,391	10	1,909,610	8
Prof Services	133,916	37,000	(96,916)	361	192,109	148,000	(44,109)	129	340,900	56
Capital Outlays	0	0	0		0	0	0		0	
Other Expenses	50	0	(50)		50	0	(50)		4,500	1
Total Expenditures	323,117	270,380	(52,737)	119	742,756	2,241,820	1,499,064	33	3,923,350	18
Interfund Transfers										
Transfers In	0	0	0		0	0	0		3,659,350	
Net Transfers	0	0	0		0	0	0		3,659,350	
Net After Transfers	(323,115)	(270,380)	(52,735)	119	268,446	(2,045,320)	2,313,766	(13)	0	

Fund 002 State Contract Payment Fund
Core 17 Local Activities
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	10,800	19,000	(8,200)	56	91,500	76,000	15,500	120	225,000	40
Total Revenues	10,800	19,000	(8,200)	56	91,500	76,000	15,500	120	225,000	40
Expenditures										
Labor Costs	150,713	163,180	12,467	92	515,385	506,170	(9,215)	101	1,469,660	35
Operations	0	0	0		1,626	0	(1,626)		1,500	108
Administration	30,258	30,085	(173)	100	117,480	155,060	37,580	75	381,040	30
Prof Services	42,358	1,900	(40,458)	2,229	58,092	26,350	(31,742)	220	41,750	139
Capital Outlays	0	0	0		3,583	0	(3,583)		0	
Total Expenditures	223,329	195,165	(28,164)	114	696,166	687,580	(8,586)	101	1,893,950	36
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,668,950	
Net Transfers	0	0	0		0	0	0		1,668,950	
Net After Transfers	(212,527)	(176,165)	(36,362)	120	(604,665)	(611,580)	6,914	98	0	

Fund 002 State Contract Payment Fund
Core 18 Bay-Delta Activities
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	54,076	122,720	68,644	44	107,076	379,640	272,564	28	1,101,680	9
Operations	0	0	0		0	0	0		20,000	
Administration	21,037	21,625	588	97	75,053	729,500	654,447	10	903,250	8
Prof Services	23,707	13,650	(10,057)	173	49,721	56,600	6,879	87	167,400	29
Total Expenditures	98,820	157,995	59,175	62	231,850	1,165,740	933,890	19	2,192,330	10
Interfund Transfers										
Transfers In	0	0	0		0	0	0		2,192,330	
Net Transfers	0	0	0		0	0	0		2,192,330	
Net After Transfers	(98,819)	(157,995)	59,175	62	(231,847)	(1,165,740)	933,892	19	0	

Fund 002 State Contract Payment Fund

Core 19 State Contract Payment

Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		85,096,121	68,668,000	16,428,121	123	218,694,000	38
Interest Income	0	0	0		236,765	350,000	(113,235)	67	1,400,000	16
Total Revenues	0	0	0		85,332,886	69,018,000	16,314,886	123	220,094,000	38
Expenditures										
Wtr Purch & Fees	10,594,848	0	(10,594,848)		72,395,686	68,668,000	(3,727,686)	105	220,094,000	32
Total Expenditures	10,594,848	0	(10,594,848)		72,395,686	68,668,000	(3,727,686)	105	220,094,000	32
Net After Transfers	(10,594,848)	0	(10,594,848)		12,937,199	350,000	12,587,199	3,696	0	

Fund 007 Kern Fan Monitoring Committee
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	94,906	0	94,906		94,906	30,510	64,396	311	108,135	87
Other Revenue	0	0	0		0	0	0		2,400	
Total Revenues	94,906	0	94,906		94,906	30,510	64,396	311	110,535	85
Expenditures										
Labor Costs	7,512	11,250	3,738	66	14,160	34,700	20,540	40	100,550	14
Operations	796	2,400	1,604	33	852	2,400	1,548	35	3,400	25
Maintenance	0	0	0		0	0	0		0	
Administration	0	0	0		58	2,400	2,342	2	3,500	1
Capital Outlays	0	0	0		0	100	100		200	
Other Expenses	0	0	0		79	960	881	8	960	8
Total Expenditures	8,308	13,650	5,342	60	15,149	40,560	25,411	37	108,610	13
Net After Transfers	86,598	(13,650)	100,248	(634)	79,756	(10,050)	89,806	(793)	1,925	4,143

Fund 008 Kern Water Bank
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	28,978	(28,978)		0	650,539	(650,539)		1,951,620	
Other Revenue	0	0	0		0	0	0		8,900	
Total Revenues	0	28,978	(28,978)		0	650,539	(650,539)		1,960,520	
Expenditures										
Labor Costs	13,110	10,970	(2,140)	119	37,380	41,700	4,320	89	125,100	29
Wtr Purch & Fees	0	3,733	3,733		0	377,966	377,966		1,133,600	
Operations	0	400	400		1,679	1,200	(479)	139	14,100	11
Maintenance	0	974	974		0	3,693	3,693		13,180	
Administration	9,108	9,294	186	97	36,501	39,306	2,805	92	119,240	30
Prof Services	240	14,750	14,510	1	360	60,000	59,640		122,500	
Capital Outlays	0	108,000	108,000		0	432,000	432,000		432,000	
Other Expenses	0	26,178	26,178		0	52,356	52,356		157,869	
Total Expenditures	22,458	174,301	151,843	12	75,920	1,008,222	932,302	7	2,117,589	3
Net After Transfers	(22,459)	(145,323)	122,864	15	(75,919)	(357,682)	281,763	21	(157,068)	48

Fund 008 Kern Water Bank
Core 81 KWB Recharge Operations
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	0	0		0	592,583	(592,583)		1,777,750	
Other Revenue	0	0	0		0	0	0		4,450	
Total Revenues	0	0	0		0	592,583	(592,583)		1,782,200	
Expenditures										
Labor Costs	4,583	0	(4,583)		7,308	19,760	12,452	36	59,280	12
Wtr Purch & Fees	0	0	0		0	370,500	370,500		1,111,200	
Operations	0	0	0		0	400	400		6,200	
Maintenance	0	0	0		0	1,743	1,743		6,230	
Administration	4,554	4,574	20	99	18,285	19,656	1,371	93	57,490	31
Prof Services	240	14,750	14,510	1	240	60,000	59,760		109,000	
Capital Outlays	0	108,000	108,000		0	432,000	432,000		432,000	
Other Expenses	0	0	0		0	0	0		800	
Total Expenditures	9,377	127,324	117,947	7	25,833	904,059	878,226	2	1,782,200	1
Net After Transfers	(9,376)	(127,324)	117,948	7	(25,835)	(311,476)	285,641	8	0	(18,453,88

Fund 008 Kern Water Bank
Core 83 Kern Water Bank Recovery
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Reimbursements	0	28,978	(28,978)		0	57,956	(57,956)		173,870	
Other Revenue	0	0	0		0	0	0		4,450	
Total Revenues	0	28,978	(28,978)		0	57,956	(57,956)		178,320	
Expenditures										
Labor Costs	8,527	10,970	2,443	77	30,072	21,940	(8,132)	137	65,820	45
Wtr Purch & Fees	0	3,733	3,733		0	7,466	7,466		22,400	
Operations	0	400	400		1,679	800	(879)	209	7,900	21
Maintenance	0	974	974		0	1,949	1,949		6,950	
Administration	4,554	4,720	166	96	18,216	19,649	1,433	92	61,750	29
Prof Services	0	0	0		120	0	(120)		13,500	
Other Expenses	0	26,178	26,178		0	52,356	52,356		157,069	
Total Expenditures	13,081	46,977	33,896	27	50,087	104,162	54,075	48	335,389	14
Net After Transfers	(13,082)	(17,998)	4,916	72	(50,084)	(46,206)	(3,878)	108	(157,068)	31

Fund 014 Zone of Benefit No. 7
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	831,035	579,000	252,035	143	1,100,640	1,293,000	(192,360)	85	20,303,000	5
Interest Income	0	0	0		141	400,000	(399,859)		1,600,000	
Total Revenues	831,035	579,000	252,035	143	1,100,781	1,693,000	(592,219)	65	21,903,000	5
Expenditures										
Wtr Purch & Fees	0	0	0		5,925,119	5,322,000	(603,119)	111	17,503,800	33
Other Expenses	0	0	0		0	0	0		50,000	
Total Expenditures	0	0	0		5,925,119	5,322,000	(603,119)	111	17,553,800	33
Net After Transfers	831,035	579,000	252,035	143	(4,824,337)	(3,629,000)	(1,195,337)	132	4,349,200	(110)

Fund 019 Zone of Benefit No. 17
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	428,403	230,000	198,403	186	577,173	805,000	(227,827)	71	16,154,000	3
Interest Income	0	0	0		70	350,000	(349,930)		1,400,000	
Total Revenues	428,403	230,000	198,403	186	577,243	1,155,000	(577,757)	49	17,554,000	3
Expenditures										
Wtr Purch & Fees	0	0	0		4,646,802	0	(4,646,802)		16,154,000	28
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	0	0	0		4,646,802	0	(4,646,802)		16,184,000	28
Net After Transfers	428,403	230,000	198,403	186	(4,069,559)	1,155,000	(5,224,559)	(352)	1,370,000	(297)

Fund 020 Zone of Benefit No. 18
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	18,730	5,000	13,730	374	39,289	35,000	4,289	112	1,840,000	2
Interest Income	328	0	328		328	45,000	(44,672)		180,000	
Total Revenues	19,058	5,000	14,058	381	39,617	80,000	(40,383)	49	2,020,000	1
Expenditures										
Wtr Purch & Fees	0	0	0		529,355	0	(529,355)		1,840,000	28
Other Expenses	0	0	0		0	0	0		5,000	
Total Expenditures	0	0	0		529,355	0	(529,355)		1,845,000	28
Net After Transfers	19,058	5,000	14,058	381	(489,737)	80,000	(569,737)	(612)	175,000	(279)

Fund 021 Zone of Benefit No. 19
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	337,110	420,000	(82,890)	80	441,439	931,000	(489,561)	47	14,314,000	3
Interest Income	0	0	0		60	300,000	(299,940)		1,200,000	
Total Revenues	337,110	420,000	(82,890)	80	441,499	1,231,000	(789,501)	35	15,514,000	2
Expenditures										
Wtr Purch & Fees	0	0	0		4,117,449	0	(4,117,449)		14,314,000	28
Other Expenses	0	0	0		0	0	0		30,000	
Total Expenditures	0	0	0		4,117,449	0	(4,117,449)		14,344,000	28
Net After Transfers	337,109	420,000	(82,890)	80	(3,675,948)	1,231,000	(4,906,948)	(298)	1,170,000	(314)

Fund 025 Western Hills Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		1,022,453	651,700	370,753	156	2,053,650	49
Total Revenues	0	0	0		1,022,453	651,700	370,753	156	2,053,650	49
Expenditures										
Labor Costs	706	5,180	4,474	13	2,549	15,880	13,331	16	45,980	5
Wtr Purch & Fees	0	0	0		(254,484)	651,700	906,184	(39)	1,672,250	(15)
Administration	3,883	4,783	900	81	15,645	19,362	3,717	80	54,930	28
Prof Services	0	1,000	1,000		1,520	5,000	3,480	30	11,000	13
Other Expenses	33,887	0	(33,887)		198,498	136,660	(61,838)	145	381,400	52
Total Expenditures	38,476	10,963	(27,513)	350	(36,272)	828,602	864,874	(4)	2,165,560	(1)
Interfund Transfers										
Transfers In	0	0	0		0	0	0		111,910	
Net Transfers	0	0	0		0	0	0		111,910	
Net After Transfers	(38,477)	(10,963)	(27,514)	350	1,058,724	(176,902)	1,235,626	(598)	0	

Fund 026 Lower Kern River Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		767,908	0	767,908		0	
Reimbursements	0	0	0		(339,852)	428,056	(767,908)	(79)	856,113	(39)
Interest Income	0	0	0		0	8,000	(8,000)		32,000	
Other Revenue	0	3,000	(3,000)		0	3,000	(3,000)		1,058,700	
Total Revenues	0	3,000	(3,000)		428,056	439,056	(11,000)	97	1,946,813	21
Expenditures										
Labor Costs	3,828	6,370	2,542	60	9,244	19,900	10,656	46	57,840	15
Administration	4,900	5,525	625	88	19,639	23,450	3,811	83	67,650	29
Prof Services	5,598	5,925	327	94	25,035	210,850	185,815	11	212,700	11
Other Expenses	25,362	3,500	(21,862)	724	132,113	245,650	113,537	53	570,200	23
Total Expenditures	39,688	21,320	(18,368)	186	186,031	499,850	313,819	37	908,390	20
Interfund Transfers										
Transfers In	0	0	0		0	0	0		180,000	
Transfers Out	0	0	0		0	71,350	71,350		1,184,400	
Net Transfers	0	0	0		0	(71,350)	71,350		(1,004,400)	
Net After Transfers	(39,687)	(18,320)	(21,367)	216	242,025	(132,144)	374,169	(183)	34,023	711

Fund 027 Entitlement Retention Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	264	1,810	1,546	14	264	5,640	5,376	4	16,280	1
Wtr Purch & Fees	0	0	0		640,237	654,686	14,449	97	1,767,086	36
Administration	2,672	590	(2,082)	452	4,459	3,660	(799)	121	9,300	47
Prof Services	0	0	0		1,669	1,700	31	98	1,700	98
Total Expenditures	2,936	2,400	(536)	122	646,629	665,686	19,057	97	1,794,366	36
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,794,366	
Net Transfers	0	0	0		0	0	0		1,794,366	
Net After Transfers	(2,936)	(2,400)	(536)	122	(646,629)	(665,686)	19,056	97	0	

Fund 029 Water Management Fund
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	369,457	0	369,457		(3,441)	187,500	(190,941)	(1)	750,000	( )
Total Revenues	369,457	0	369,457		(3,441)	187,500	(190,941)	(1)	750,000	( )
Expenditures										
Administration	92	92	0	100	368	367	(1)	100	1,100	33
Total Expenditures	92	92	0	100	368	367	(1)	100	1,100	33
Interfund Transfers										
Transfers In	0	0	0		0	0	0		1,184,400	
Transfers Out	0	0	0		0	0	0		1,364,400	
Net Transfers	0	0	0		0	0	0		(180,000)	
Net After Transfers	369,364	(92)	369,456	(401,483)	(3,809)	187,133	(190,942)	(2)	568,900	( )

Fund 031 Improvement District No. 1
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	11,796	4,000	7,796	294	14,745	14,000	745	105	140,000	10
Interest Income	0	0	0		1	6,000	(5,999)		25,000	
Total Revenues	11,796	4,000	7,796	294	14,746	20,000	(5,254)	73	165,000	8
Expenditures										
Labor Costs	110	3,080	2,970	3	457	9,500	9,043	4	27,560	1
Administration	1,608	1,608	0	100	6,448	7,033	585	91	19,900	32
Prof Services	0	5,000	5,000		2,881	45,000	42,119	6	50,000	5
Capital Outlays	0	0	0		0	0	0		200,000	
Other Expenses	0	0	0		0	0	0		1,500	
Total Expenditures	1,718	9,688	7,970	17	9,786	61,533	51,747	15	298,960	3
Net After Transfers	10,076	(5,688)	15,764	(177)	4,960	(41,533)	46,493	(11)	(133,960)	(3)

Fund 033 Improvement District No. 3
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Prop. Tax/Assess	1,318	1,050	268	125	1,976	1,050	926	188	15,900	12
Interest Income	0	0	0		0	0	0		0	
Total Revenues	1,318	1,050	268	125	1,976	1,050	926	188	15,900	12
Expenditures										
Labor Costs	9,177	4,620	(4,557)	198	14,253	14,030	(223)	101	40,080	35
Administration	3,537	3,683	146	96	13,961	15,132	1,171	92	44,910	31
Prof Services	0	7,000	7,000		0	22,000	22,000		22,000	
Other Expenses	0	0	0		0	0	0		190	
Total Expenditures	12,714	15,303	2,589	83	28,214	51,162	22,948	55	107,180	26
Interfund Transfers										
Transfers In	0	0	0		0	0	0		91,280	
Net Transfers	0	0	0		0	0	0		91,280	
Net After Transfers	(11,395)	(14,253)	2,857	79	(26,237)	(50,112)	23,874	52	0	

Fund 034 Impr. Dist. No. 4 Operations
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		7,734,300	7,734,300	0	100	12,890,500	60
User Charges	422,546	1,613,599	(1,191,053)	26	2,730,445	5,221,879	(2,491,434)	52	17,737,720	15
Grnd Wtr Charges	0	0	0		20,687	0	20,687		2,462,000	
Reimbursements	110,003	0	110,003		110,003	0	110,003		400,000	27
Interest Income	0	0	0		0	51,250	(51,250)		205,000	
Other Revenue	0	0	0		0	0	0		164,500	
Total Revenues	532,549	1,613,599	(1,081,050)	33	10,595,435	13,007,429	(2,411,994)	81	33,859,720	31
Expenditures										
Labor Costs	670,360	742,961	72,601	90	1,895,291	2,324,386	429,095	81	6,757,340	28
Wtr Purch & Fees	332,738	565,907	233,169	58	3,125,040	3,029,668	(95,371)	103	5,328,900	58
Operations	149,707	243,916	94,209	61	761,950	976,166	214,216	78	2,927,500	26
Power	508,521	1,035,031	526,510	49	1,870,147	4,140,126	2,269,979	45	8,803,380	21
Maintenance	17,765	33,599	15,834	52	109,603	429,149	319,546	25	703,000	15
Administration	145,485	130,549	(14,935)	111	669,395	1,040,149	370,754	64	2,174,945	30
Prof Services	24,282	11,166	(13,115)	217	84,426	510,466	426,040	16	599,800	14
Capital Outlays	114,761	25,875	(88,886)	443	150,795	3,403,250	3,252,455	4	3,861,500	3
Debt Repayment	0	0	0		0	89,210	89,210		178,410	
Other Expenses	38,002	24,349	(13,652)	156	102,237	106,799	4,562	95	331,600	30
Total Expenditures	2,001,621	2,813,359	811,738	71	8,768,884	16,049,374	7,280,490	54	31,666,375	27
Interfund Transfers										
Transfers Out	0	0	0		473,585	473,585	0	100	789,310	59
Net Transfers	0	0	0		(473,585)	(473,585)	0	100	(789,310)	59
Net After Transfers	(1,469,076)	(1,199,759)	(269,317)	122	1,352,963	(3,515,529)	4,868,493	(38)	1,404,037	96

Fund 034 Impr. Dist. No. 4 Operations
Core 42 Maintenance Dept Home Code
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Expenditures										
Labor Costs	57,361	0	(57,361)		158,344	0	(158,344)		0	
Operations	1,880	0	(1,880)		10,667	0	(10,667)		0	
Maintenance	517	0	(517)		7,949	0	(7,949)		0	
Administration	4,177	0	(4,177)		9,434	0	(9,434)		0	
Other Expenses	145	0	(145)		145	0	(145)		0	
Total Expenditures	64,080	0	(64,080)		186,539	0	(186,539)		0	
Net After Transfers	(64,080)	0	(64,080)		(186,539)	0	(186,539)		0	

Fund 034 Impr. Dist. No. 4 Operations
Core 43 ID#4 Water Sup.- Groundwater
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	602,833	(602,833)		0	2,411,333	(2,411,333)		10,617,000	
Reimbursements	110,003	0	110,003		110,003	0	110,003		400,000	27
Total Revenues	110,003	602,833	(492,830)	18	110,003	2,411,333	(2,301,330)	4	11,017,000	
Expenditures										
Labor Costs	3,833	19,361	15,528	19	9,429	60,136	50,707	15	174,640	5
Wtr Purch & Fees	0	0	0		1,896,335	1,372,020	(524,315)	138	1,621,040	116
Operations	0	83	83		0	333	333		1,000	
Power	2,967	604,083	601,116		31,057	2,416,333	2,385,276	1	3,632,000	
Maintenance	0	2,541	2,541		0	8,416	8,416		23,500	
Administration	5,321	3,320	(2,000)	160	38,883	74,958	36,075	51	145,100	26
Capital Outlays	0	0	0		0	0	0		250,000	
Total Expenditures	12,121	629,390	617,269	1	1,975,704	3,932,198	1,956,494	50	5,847,280	33
Net After Transfers	97,880	(26,557)	124,438	(368)	(1,865,698)	(1,520,864)	(344,833)	122	5,169,720	(36)

Fund 034 Impr. Dist. No. 4 Operations
Core 44 Impr. District No. 4 Admin
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		0	51,250	(51,250)		205,000	
Other Revenue	0	0	0		0	0	0		164,500	
Total Revenues	0	0	0		0	51,250	(51,250)		369,500	
Expenditures										
Labor Costs	141,355	79,890	(61,465)	176	385,615	250,650	(134,965)	153	728,980	52
Maintenance	0	0	0		0	0	0		1,800	
Administration	17,009	14,724	(2,284)	115	81,774	96,249	14,475	84	208,850	39
Prof Services	20,305	10,625	(9,680)	191	51,242	58,500	7,258	87	143,500	35
Capital Outlays	0	0	0		0	1,250	1,250		2,500	
Other Expenses	5,102	2,916	(2,185)	174	12,886	11,666	(1,219)	110	51,000	25
Total Expenditures	183,771	108,156	(75,614)	169	531,517	418,316	(113,200)	127	1,136,630	46
Interfund Transfers										
Transfers Out	0	0	0		473,585	473,585	0	100	789,310	59
Net Transfers	0	0	0		(473,585)	(473,585)	0	100	(789,310)	59
Net After Transfers	(183,771)	(108,156)	(75,614)	169	(1,005,102)	(840,651)	(164,450)	119	(1,556,439)	64

Fund 034 Impr. Dist. No. 4 Operations
Core 45 ID#4 Surface Water Supply
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	50,000	(50,000)		0	50,000	(50,000)		100,000	
Total Revenues	0	50,000	(50,000)		0	50,000	(50,000)		100,000	
Expenditures										
Labor Costs	11,378	38,730	27,352	29	30,328	119,760	89,432	25	347,560	8
Wtr Purch & Fees	332,738	565,907	233,169	58	1,228,685	1,657,648	428,963	74	3,707,860	33
Administration	5,400	5,487	87	98	21,805	111,295	89,490	19	155,195	14
Prof Services	0	0	0		16,741	16,800	59	99	16,800	99
Total Expenditures	349,516	610,125	260,609	57	1,297,559	1,905,503	607,944	68	4,227,415	30
Net After Transfers	(349,516)	(560,125)	210,608	62	(1,297,559)	(1,855,503)	557,943	69	(4,127,414)	31

Fund 034 Impr. Dist. No. 4 Operations
Core 46 Impr. Dist. No. 4 Groundwater
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Grnd Wtr Charges	0	0	0		20,687	0	20,687		2,462,000	
Total Revenues	0	0	0		20,687	0	20,687		2,462,000	
Expenditures										
Labor Costs	8,124	27,750	19,626	29	17,595	86,460	68,865	20	251,200	7
Wtr Purch & Fees	0	0	0		20	0	(20)		0	
Operations	0	0	0		0	500	500		500	
Power	386	625	239	61	23,699	2,500	(21,199)	947	7,500	315
Maintenance	980	0	(980)		2,019	500	(1,519)	403	1,500	134
Administration	5,047	5,437	390	92	31,627	82,929	51,302	38	176,430	17
Prof Services	1,665	541	(1,123)	307	1,665	2,166	501	76	6,500	25
Other Expenses	0	0	0		0	2,000	2,000		16,000	
Total Expenditures	16,202	34,354	18,152	47	76,625	177,056	100,431	43	459,630	16
Net After Transfers	(16,201)	(34,354)	18,152	47	(55,935)	(177,056)	121,120	31	2,002,370	(2)

Fund 034 Impr. Dist. No. 4 Operations
Core 47 Impr. Dist. No. 4 Treated Watr
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		7,734,300	7,734,300	0	100	12,890,500	60
Total Revenues	0	0	0		7,734,300	7,734,300	0	100	12,890,500	60
Expenditures										
Labor Costs	412,639	516,666	104,027	79	1,196,161	1,620,056	423,895	73	4,711,300	25
Operations	147,827	242,999	95,172	60	751,283	971,999	220,716	77	2,916,000	25
Power	82,622	55,416	(27,205)	149	270,136	221,666	(48,469)	121	665,000	40
Maintenance	15,424	25,349	9,925	60	94,158	331,399	237,241	28	534,200	17
Administration	96,044	88,904	(7,139)	108	358,860	546,156	187,296	65	1,257,390	28
Prof Services	2,312	0	(2,312)		12,368	309,000	296,632	4	309,000	4
Capital Outlays	0	25,875	25,875		18,333	2,192,000	2,173,667		2,399,000	
Other Expenses	32,415	18,850	(13,565)	171	83,062	78,800	(4,262)	105	229,600	36
Total Expenditures	789,283	974,062	184,779	81	2,784,361	6,271,079	3,486,718	44	13,021,490	21
Net After Transfers	(789,285)	(974,062)	184,776	81	4,949,940	1,463,220	3,486,720	338	(130,989)	(3,778)

Fund 034 Impr. Dist. No. 4 Operations
Core 48 Impr. Dist. No. 4 Distribution
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	422,546	960,766	(538,220)	43	2,730,445	2,760,546	(30,101)	98	7,020,720	38
Other Revenue	0	0	0		0	0	0		0	
Total Revenues	422,546	960,766	(538,220)	43	2,730,445	2,760,546	(30,101)	98	7,020,720	38
Expenditures										
Labor Costs	35,670	60,563	24,893	58	97,819	187,323	89,504	52	543,660	17
Operations	0	833	833		0	3,333	3,333		10,000	
Power	422,546	374,906	(47,639)	112	1,545,255	1,499,626	(45,628)	103	4,498,880	34
Maintenance	844	5,708	4,864	14	5,477	88,833	83,356	6	142,000	3
Administration	12,487	12,674	187	98	127,012	128,559	1,547	98	231,980	54
Prof Services	0	0	0		2,410	124,000	121,590	1	124,000	1
Capital Outlays	114,761	0	(114,761)		132,462	1,210,000	1,077,538	10	1,210,000	10
Debt Repayment	0	0	0		0	89,210	89,210		178,410	
Other Expenses	340	2,583	2,243	13	6,144	14,333	8,189	42	35,000	17
Total Expenditures	586,648	457,269	(129,378)	128	1,916,579	3,345,219	1,428,640	57	6,973,930	27
Net After Transfers	(164,101)	503,496	(667,598)	(32)	813,858	(584,673)	1,398,532	(139)	46,790	1,739

Fund 036 Impr. Dist. No. 4 Bonds
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		5,031,462	5,031,460	2	100	8,385,770	60
Interest Income	0	0	0		0	50,000	(50,000)		200,000	
Total Revenues	0	0	0		5,031,462	5,081,460	(49,998)	99	8,585,770	58
Expenditures										
Prof Services	0	0	0		0	0	0		3,000	
Debt Repayment	1,909,272	1,910,040	768	99	1,909,272	1,910,040	768	99	9,220,080	20
Other Expenses	1,650	0	(1,650)		1,650	0	(1,650)		10,000	16
Total Expenditures	1,910,922	1,910,040	(882)	100	1,910,922	1,910,040	(882)	100	9,233,080	20
Interfund Transfers										
Transfers In	0	0	0		473,585	473,585	0	100	789,310	59
Net Transfers	0	0	0		473,585	473,585	0	100	789,310	59
Net After Transfers	(1,910,922)	(1,910,040)	(882)	100	3,594,124	3,645,005	(50,880)	98	142,000	2,531

Fund 051 Cross Valley Canal Operations
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	509,861	2,598,601	(2,088,740)	19	3,287,950	6,606,454	(3,318,504)	49	16,453,362	19
Reimbursements	24,268	0	24,268		69,457	0	69,457		0	
Interest Income	0	0	0		0	31,325	(31,325)		125,300	
Other Revenue	0	0	0		603	0	603		0	
Total Revenues	534,129	2,598,601	(2,064,472)	20	3,358,010	6,637,779	(3,279,769)	50	16,578,662	20
Expenditures										
Labor Costs	165,306	289,513	124,207	57	473,179	909,983	436,804	51	2,647,260	17
Operations	(229)	9,166	9,395	(2)	(111)	36,667	36,778	( )	110,000	( )
Power	988,270	704,626	(283,644)	140	1,257,631	2,818,504	1,560,873	44	8,363,800	15
Maintenance	225,173	30,125	(195,048)	747	225,434	1,418,501	1,193,067	15	1,659,500	13
Administration	66,820	50,926	(15,894)	131	271,844	442,410	170,566	61	865,810	31
Prof Services	75,515	0	(75,515)		106,858	2,112,250	2,005,392	5	2,112,250	5
Capital Outlays	44,656	0	(44,656)		44,656	395,000	350,344	11	395,000	11
Other Expenses	0	783	783		325	13,933	13,608	2	153,600	
Total Expenditures	1,565,511	1,085,139	(480,372)	144	2,379,816	8,147,248	5,767,432	29	16,307,220	14
Net After Transfers	(1,031,379)	1,513,462	(2,544,841)	(68)	978,194	(1,509,469)	2,487,663	(64)	271,442	360

Fund 051 Cross Valley Canal Operations
Core 55 Cross Valley Canal Operations
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	502,200	1,893,975	(1,391,775)	26	3,237,950	3,787,950	(550,000)	85	7,969,562	40
Reimbursements	24,268	0	24,268		69,457	0	69,457		0	
Interest Income	0	0	0		0	25,000	(25,000)		100,000	
Other Revenue	0	0	0		603	0	603		0	
Total Revenues	526,468	1,893,975	(1,367,507)	27	3,308,010	3,812,950	(504,940)	86	8,069,562	40
Expenditures										
Labor Costs	165,306	289,513	124,207	57	473,179	909,983	436,804	51	2,647,260	17
Operations	(229)	9,166	9,395	(2)	(111)	36,667	36,778	( )	110,000	( )
Maintenance	225,173	30,125	(195,048)	747	225,434	1,418,501	1,193,067	15	1,659,500	13
Administration	66,820	50,926	(15,894)	131	271,844	442,410	170,566	61	865,810	31
Prof Services	75,515	0	(75,515)		106,858	2,112,250	2,005,392	5	2,112,250	5
Capital Outlays	44,656	0	(44,656)		44,656	395,000	350,344	11	395,000	11
Other Expenses	0	783	783		325	8,933	8,608	3	13,600	2
Total Expenditures	577,241	380,513	(196,728)	151	1,122,185	5,323,744	4,201,559	21	7,803,420	14
Net After Transfers	(50,771)	1,513,462	(1,564,233)	(3)	2,185,824	(1,510,794)	3,696,618	(144)	266,142	821

Fund 051 Cross Valley Canal Operations
Core 56 Cross Valley Canal Power
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	7,661	704,626	(696,965)	1	50,000	2,818,504	(2,768,504)	1	8,363,800	
Total Revenues	7,661	704,626	(696,965)	1	50,000	2,818,504	(2,768,504)	1	8,363,800	
Expenditures										
Power	988,270	704,626	(283,644)	140	1,257,631	2,818,504	1,560,873	44	8,363,800	15
Total Expenditures	988,270	704,626	(283,644)	140	1,257,631	2,818,504	1,560,873	44	8,363,800	15
Net After Transfers	(980,608)	0	(980,608)		(1,207,630)	0	(1,207,630)		0	

Fund 051 Cross Valley Canal Operations
Core 57 Cross Valley Canal Replacement
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Interest Income	0	0	0		0	1,325	(1,325)		5,300	
Total Revenues	0	0	0		0	1,325	(1,325)		5,300	
Net After Transfers	0	0	0		0	1,325	(1,325)		5,300	

Fund 051 Cross Valley Canal Operations
Core 58 Cross Valley Canal Third Party
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	0	0		120,000	
Interest Income	0	0	0		0	5,000	(5,000)		20,000	
Total Revenues	0	0	0		0	5,000	(5,000)		140,000	
Expenditures										
Other Expenses	0	0	0		0	5,000	5,000		140,000	
Total Expenditures	0	0	0		0	5,000	5,000		140,000	
Net After Transfers	0	0	0		0	0	0		0	

Fund 070 KCWA/BM Banking Program
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	61,200	(61,200)		183,600	
User Charges	0	474,273	(474,273)		395,800	1,444,219	(1,048,419)	27	3,907,610	10
Other Revenue	41,090	0	41,090		41,090	0	41,090		4,600	893
Total Revenues	41,090	474,273	(433,183)	8	436,890	1,505,419	(1,068,529)	29	4,095,810	10
Expenditures										
Labor Costs	10,414	30,620	20,206	34	26,621	109,300	82,679	24	326,960	8
Wtr Purch & Fees	0	18,240	18,240		0	161,820	161,820		485,460	
Operations	0	3,833	3,833		0	8,166	8,166		24,500	
Power	5	380,200	380,195		1,076	760,400	759,324		2,281,200	
Maintenance	104	140,263	140,159		980	230,926	229,946		393,180	
Administration	11,710	7,475	(4,235)	156	38,933	41,138	2,205	94	103,090	37
Prof Services	0	5,000	5,000		5,176	72,000	66,824	7	84,000	6
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	0	266,393	266,393		20	533,027	533,007		1,598,841	
Total Expenditures	22,233	852,024	829,791	2	72,806	1,916,777	1,843,971	3	5,447,531	1
Net After Transfers	18,856	(377,751)	396,607	(4)	364,078	(411,357)	775,436	(88)	(1,351,721)	(26)

Fund 070 KCWA/BM Banking Program
Core 70 BMWD/KCWA Administration
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		152,800	219,033	(66,233)	69	328,550	46
Other Revenue	0	0	0		0	0	0		1,530	
Total Revenues	0	0	0		152,800	219,033	(66,233)	69	330,080	46
Expenditures										
Labor Costs	3,247	2,990	(257)	108	3,893	9,140	5,247	42	26,480	14
Maintenance	0	100,000	100,000		0	150,000	150,000		150,000	
Administration	7,100	7,225	125	98	28,594	29,310	716	97	86,360	33
Prof Services	0	0	0		0	67,000	67,000		67,000	
Other Expenses	0	0	0		20	240	220	8	240	8
Total Expenditures	10,347	110,215	99,868	9	32,507	255,690	223,183	12	330,080	9
Net After Transfers	(10,345)	(110,215)	99,869	9	120,293	(36,656)	156,950	(328)	(0)	(1,202,937

Fund 070 KCWA/BM Banking Program
Core 71 BMWD/KCWA Recovery
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	474,273	(474,273)		207,550	1,114,546	(906,996)	18	3,261,640	6
Other Revenue	0	0	0		0	0	0		1,535	
Total Revenues	0	474,273	(474,273)		207,550	1,114,546	(906,996)	18	3,263,175	6
Expenditures										
Labor Costs	1,905	27,630	25,725	6	8,822	55,260	46,438	15	165,780	5
Wtr Purch & Fees	0	18,240	18,240		0	36,480	36,480		109,440	
Operations	0	3,833	3,833		0	7,666	7,666		23,000	
Power	5	380,200	380,195		1,076	760,400	759,324		2,281,200	
Maintenance	104	40,263	40,159		980	80,526	79,546	1	242,180	
Administration	4,610	250	(4,360)	1,844	10,339	9,301	(1,038)	111	13,500	76
Prof Services	0	0	0		5,176	0	(5,176)		10,000	51
Capital Outlays	0	0	0		0	0	0		150,300	
Other Expenses	0	266,393	266,393		0	532,787	532,787		1,598,601	
Total Expenditures	6,624	736,809	730,185		26,393	1,482,420	1,456,027	1	4,594,001	
Net After Transfers	(6,624)	(262,536)	255,911	2	181,154	(367,874)	549,028	(49)	(1,330,826)	(13)

Fund 070 KCWA/BM Banking Program
Core 72 BMWD/KCWA Recharge
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	61,200	(61,200)		183,600	
User Charges	0	0	0		35,450	110,640	(75,190)	32	317,420	11
Other Revenue	41,090	0	41,090		41,090	0	41,090		1,535	2,676
Total Revenues	41,090	0	41,090		76,540	171,840	(95,300)	44	502,555	15
Expenditures										
Labor Costs	5,262	0	(5,262)		13,906	44,900	30,994	30	134,700	10
Wtr Purch & Fees	0	0	0		0	125,340	125,340		376,020	
Operations	0	0	0		0	500	500		1,500	
Maintenance	0	0	0		0	400	400		1,000	
Administration	0	0	0		0	2,527	2,527		3,230	
Prof Services	0	5,000	5,000		0	5,000	5,000		7,000	
Total Expenditures	5,262	5,000	(262)	105	13,906	178,667	164,761	7	523,450	2
Net After Transfers	35,826	(5,000)	40,826	(716)	62,631	(6,827)	69,458	(917)	(20,895)	(299)

Fund 075 Pioneer Project
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	0	865,940	(865,940)		3,952,536	5,065,781	(1,113,245)	78	13,864,184	28
Reimbursements	0	0	0		0	0	0		0	
Interest Income	0	0	0		0	76,750	(76,750)		307,000	
Other Revenue	111,488	0	111,488		111,488	0	111,488		17,300	644
Total Revenues	111,488	865,940	(754,452)	12	4,064,024	6,030,531	(1,966,507)	67	15,412,484	26
Expenditures										
Labor Costs	55,607	123,680	68,073	44	196,935	397,140	200,205	49	1,173,160	16
Wtr Purch & Fees	4,014	35,940	31,926	11	219,614	1,476,000	1,256,386	14	2,988,000	7
Operations	4,271	8,942	4,671	47	29,053	18,600	(10,452)	156	61,900	46
Power	2,472	605,000	602,528		124,224	1,281,733	1,157,509	9	3,845,200	3
Maintenance	22,161	252,759	230,598	8	22,352	596,256	573,904	3	1,049,160	2
Administration	61,868	63,749	1,881	97	219,560	275,061	55,501	79	795,090	27
Prof Services	37,437	70,250	32,813	53	122,626	672,900	550,274	18	873,900	14
Capital Outlays	1,022,536	711,500	(311,036)	143	2,099,211	3,104,800	1,005,589	67	3,409,100	61
Other Expenses	0	1,086,055	1,086,055		66	2,172,110	2,172,044		6,517,130	
Total Expenditures	1,210,366	2,957,876	1,747,510	40	3,033,641	9,994,601	6,960,960	30	20,712,640	14
Net After Transfers	(1,098,874)	(2,091,936)	993,062	52	1,030,384	(3,964,070)	4,994,455	(25)	(5,300,155)	(19)

Fund 075 Pioneer Project
Core 74 Pioneer Recharge - Reserve
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		0	56,333	(56,333)		169,000	
Total Revenues	0	0	0		0	56,333	(56,333)		169,000	
Net After Transfers	0	0	0		0	56,333	(56,333)		168,999	

Fund 075 Pioneer Project

Core 75 Pioneer Proj - Administration

Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		768,399	995,802	(227,403)	77	1,493,704	51
Interest Income	0	0	0		0	76,750	(76,750)		307,000	
Other Revenue	0	0	0		0	0	0		5,766	
Total Revenues	0	0	0		768,399	1,072,552	(304,153)	71	1,806,470	42
Expenditures										
Labor Costs	14,808	26,230	11,422	56	39,042	80,590	41,548	48	233,660	16
Operations	0	109	109		0	934	934		1,900	
Maintenance	0	80,083	80,083		0	280,333	280,333		281,000	
Administration	44,828	61,583	16,755	72	196,905	252,733	55,828	77	752,110	26
Prof Services	675	62,250	61,575	1	1,415	110,000	108,585	1	249,000	
Capital Outlays	0	0	0		0	288,000	288,000		288,000	
Other Expenses	0	0	0		66	0	(66)		800	8
Total Expenditures	60,311	230,256	169,945	26	237,428	1,012,591	775,163	23	1,806,470	13
Net After Transfers	(60,311)	(230,256)	169,945	26	530,970	59,961	471,009	885	0	353,980,2

Fund 075 Pioneer Project
Core 76 Pioneer Project - Recharge
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
Water Sales	0	0	0		0	888,000	(888,000)		1,224,000	
User Charges	0	0	0		326,849	920,853	(594,004)	35	2,633,560	12
Other Revenue	111,488	0	111,488		111,488	0	111,488		5,767	1,933
Total Revenues	111,488	0	111,488		438,337	1,808,853	(1,370,516)	24	3,863,327	11
Expenditures										
Labor Costs	6,856	0	(6,856)		16,639	86,400	69,761	19	259,200	6
Wtr Purch & Fees	0	0	0		0	1,404,120	1,404,120		2,772,360	
Operations	0	0	0		0	0	0		7,200	
Power	418	0	(418)		4,504	71,733	67,229	6	215,200	2
Maintenance	0	0	0		0	30,570	30,570		33,100	
Administration	0	0	0		0	5,867	5,867		10,600	
Prof Services	1,880	4,000	2,120	47	1,880	8,000	6,120	23	15,500	12
Capital Outlays	0	271,000	271,000		0	271,000	271,000		271,000	
Total Expenditures	9,154	275,000	265,846	3	23,023	1,877,690	1,854,667	1	3,584,160	
Net After Transfers	102,334	(275,000)	377,334	(37)	415,314	(68,837)	484,151	(603)	279,167	148

Fund 075 Pioneer Project

Core 77 Pioneer Project - Recovery

Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	840,940	(840,940)		484,799	1,681,880	(1,197,081)	28	6,015,640	8
Other Revenue	0	0	0		0	0	0		5,767	
Total Revenues	0	840,940	(840,940)		484,799	1,681,880	(1,197,081)	28	6,021,407	8
Expenditures										
Labor Costs	11,343	64,600	53,257	17	34,708	129,200	94,492	26	387,600	8
Wtr Purch & Fees	0	35,940	35,940		0	71,880	71,880		215,640	
Operations	4,271	8,733	4,462	48	29,053	17,466	(11,586)	166	52,400	55
Power	2,054	605,000	602,946		119,720	1,210,000	1,090,280	9	3,630,000	3
Maintenance	22,161	172,676	150,515	12	22,161	285,353	263,192	7	734,060	3
Administration	16,715	2,150	(14,564)	777	21,826	11,100	(10,725)	196	25,200	86
Prof Services	0	4,000	4,000		140	4,000	3,860	3	58,500	
Capital Outlays	0	0	0		0	0	0		300,000	
Other Expenses	0	1,086,055	1,086,055		0	2,172,110	2,172,110		6,516,330	
Total Expenditures	56,544	1,979,155	1,922,611	2	227,608	3,901,110	3,673,502	5	11,919,730	1
Net After Transfers	(56,544)	(1,138,215)	1,081,671	4	257,191	(2,219,230)	2,476,422	(11)	(5,898,322)	(4)

Fund 075 Pioneer Project
Core 78 Pioneer Project - Development
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	0	0		2,372,489	1,360,912	1,011,577	174	3,402,280	69
Reimbursements	0	0	0		0	0	0		0	
Total Revenues	0	0	0		2,372,489	1,360,912	1,011,577	174	3,402,280	69
Expenditures										
Labor Costs	22,600	32,850	10,250	68	106,546	100,950	(5,596)	105	292,700	36
Wtr Purch & Fees	4,014	0	(4,014)		219,614	0	(219,614)		0	
Operations	0	100	100		0	200	200		400	
Maintenance	0	0	0		191	0	(191)		1,000	19
Administration	325	15	(310)	2,166	829	5,360	4,531	15	7,180	11
Prof Services	34,882	0	(34,882)		119,191	550,900	431,709	21	550,900	21
Capital Outlays	1,022,536	440,500	(582,036)	232	2,099,211	2,545,800	446,589	82	2,550,100	82
Total Expenditures	1,084,357	473,465	(610,892)	229	2,545,582	3,203,210	657,628	79	3,402,280	74
Net After Transfers	(1,084,354)	(473,465)	(610,889)	229	(173,091)	(1,842,298)	1,669,206	9	0	

Fund 075 Pioneer Project

Core 79 Pioneer Project - Recovery Res

Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	0	25,000	(25,000)		0	50,000	(50,000)		150,000	
Total Revenues	0	25,000	(25,000)		0	50,000	(50,000)		150,000	
Net After Transfers	0	25,000	(25,000)		0	50,000	(50,000)		150,000	

Fund 102 Agency Participation in CVC
Oct 31, 2026

	Current Month Actuals	Current Month Budget	Variance Better (Worse)	% of Budget	YTD Actuals	YTD Budget	Variance Better (Worse)	% of Budget	Total Annual Budget	% of Annual Budget
Revenues										
User Charges	62,625	203,325	(140,700)	30	406,674	406,650	24	100	813,300	50
Total Revenues	62,625	203,325	(140,700)	30	406,674	406,650	24	100	813,300	50
Expenditures										
Wtr Purch & Fees	203,337	203,325	(12)	100	406,674	406,650	(24)	100	813,300	50
Prof Services	16,936	0	(16,936)		16,936	0	(16,936)		0	
Total Expenditures	220,273	203,325	(16,948)	108	423,610	406,650	(16,960)	104	813,300	52
Net After Transfers	(157,648)	0	(157,648)		(16,936)	0	(16,936)		0	

State Water Project Policy Committee

MEMORANDUM

20.2.1

TO: State Water Project Policy Committee
Agenda Item No. 1

FROM: Craig Wallace

DATE: November 18, 2026

SUBJECT: Update on Delta Conveyance Activities

Issue:
Update on Delta Conveyance Activities.

Recommended Motion:
None – information only.

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

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

DWR's Delta Conveyance Office is responsible for the EIR and other permitting activities and is coordinating with the Delta Conveyance Design and Construction Authority (DCA). DWR is continuing to take the next steps to pursue numerous state and federal permits for authorizations, including those required by the State Water Resources Control Board (SWB), the Delta Stewardship Council (DSC), and compliance with state and federal Endangered Species acts. The SWB's process to consider DWR's petition to add two new points of diversion is ongoing. While all the previously scheduled evidentiary hearings have been completed, the Administrative Hearing Officer left the record open during the briefing phase of the process, which includes closing briefs (January 13, 2027) and response briefs (February 12, 2027).

The California Department of Fish and Wildlife signed an Incidental Take Permit for the Delta Conveyance Project on February 14, 2025. The permit addresses construction, operations, and maintenance of the project. DWR has received Biological Opinions from the U.S. Fish and Wildlife Service and National Marine Fisheries Service for Delta Conveyance Project construction and

construction-related maintenance activities. This important milestone marks the completion of the ESA process for construction.

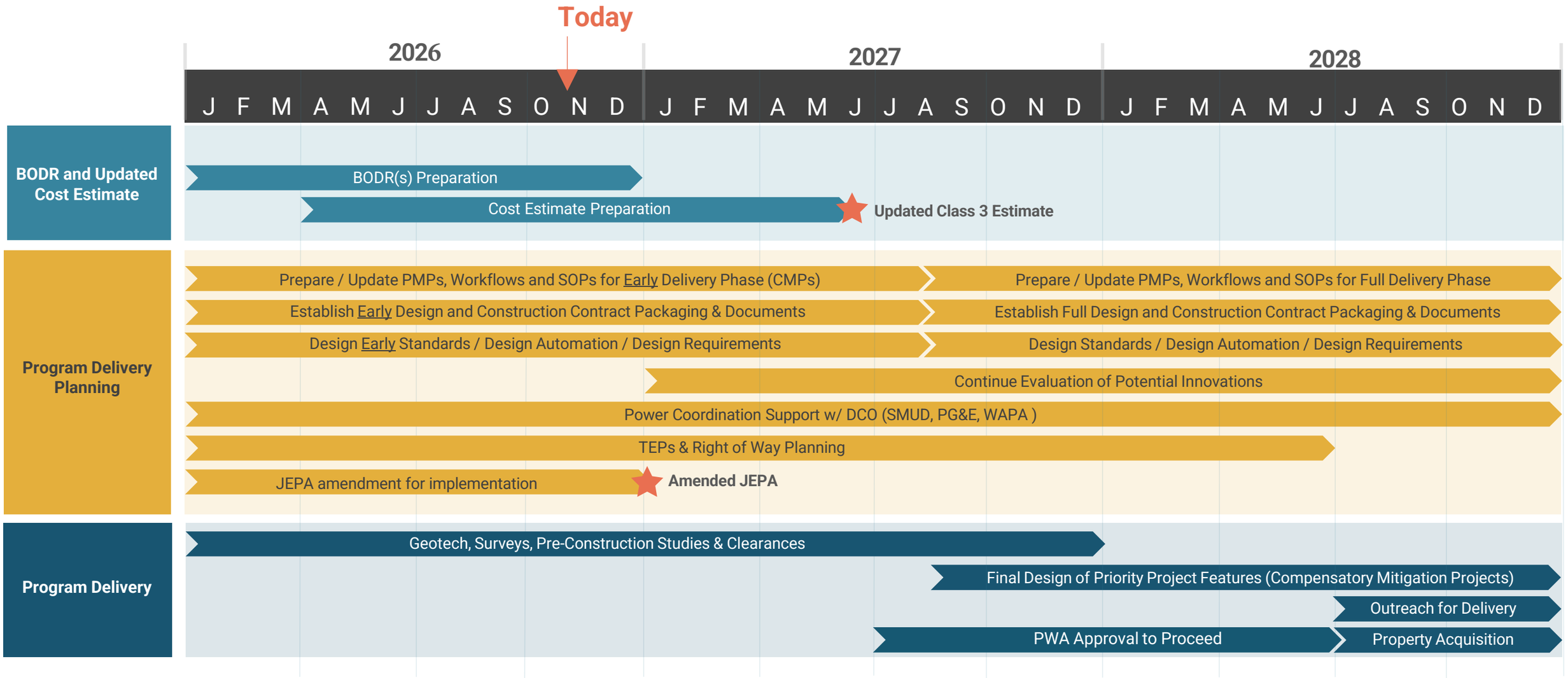
The project schedule is further described in Attachment 1. The U.S. Army Corps of Engineers (USACE) published the Delta Conveyance Project Final Programmatic Environmental Impact Statement (EIS) in the Federal Register on November 21, 2025. Completion of the National Environmental Policy Act process positions the USACE to issue a Record of Decision and make associated federal permit determinations, representing critical regulatory milestones that must be achieved prior to the commencement of project construction.

On October 17, 2025, DWR submitted a Certification of Consistency with the Delta Plan to the DSC for the DCP, as required by the Delta Reform Act. DWR submitted a Revised Certification of Consistency with the Delta Plan on Remanded Items on July 24, 2026. This certification covers the two narrow issues that the Delta Stewardship Council remanded back to DWR after hearing the appeals to DWR's initial certification: the potential to increase habitat for golden mussels, and potential siting conflicts at the Twin Cities site with the Harvest Water Program. On October 15, 2026, the Delta Stewardship Council heard appeals to the Revised Certification. The Delta Stewardship Council will issue a decision on the appeals at a Council meeting within 60 days thereafter.

The DCA Board of Directors (Board) did not meet in November. The next regular Board meeting is scheduled for December 17, 2026. All regular DCA Board meetings are open to the public and are held on the third Thursday of every other month starting at 2:00 p.m.

DCA Roadmap Through 2028

Attachment 1



DCA

MEMORANDUM

TO: State Water Project Policy Committee
Agenda Item No. 3a

FROM: Craig Wallace

DATE: November 18, 2026

SUBJECT: Report on 2026 State Water Project and Central Valley Project Allocations and Operations

Issue:
Report on 2026 State Water Project and Central Valley Project allocations and operations.

Recommended Motion:
None – information only.

Discussion:
State Water Project Operations
On May 15, 2026, the California Department of Water Resources (DWR) notified State Water Project (SWP) contractors that it was increasing the approved allocation to 45 percent of contracted 2026 SWP Table A water supplies. This was the final allocation increase of the year.

Water Year 2026 ended on September 30, 2026, with the Northern Sierra Precipitation Eight-Station Index receiving 51.6 inches of precipitation, or 97 percent of average. As of November 16, 2026, Water Year 2027 had received 3.44 inches of precipitation, or 61 percent of average-to-date. (See Attachments 1 and 2.) The near-term forecast predicts about 7.2 inches of precipitation over the next ten days for the Feather River Basin, with the heaviest amounts on November 19 and November 25 through 26. (See Attachments 3 and 4.) The long-term forecast predicts increased chances of above normal temperatures for all of California, and increased chances of above normal precipitation for most of California, including Northern California, from November 2026 through January 2027. (See Attachment 5.)

Through November 15, 2026, Lake Oroville storage had decreased to about 1,433,600 acre-feet (af). (See Attachment 6.) As of November 15, 2026, the State Water Project (SWP) share of San Luis Reservoir (San Luis) storage was about 906,745 af. The SWP share declined from a peak of about 1,004,051 af on October 7, 2026. (See Attachment 7.) SWP exports have averaged about 2,000 af per day, and Central Valley Project (CVP) exports have averaged about 1,850 af per day. Exports continue to be adjusted daily as Sacramento-San Joaquin Delta hydrologic and water quality conditions allow.

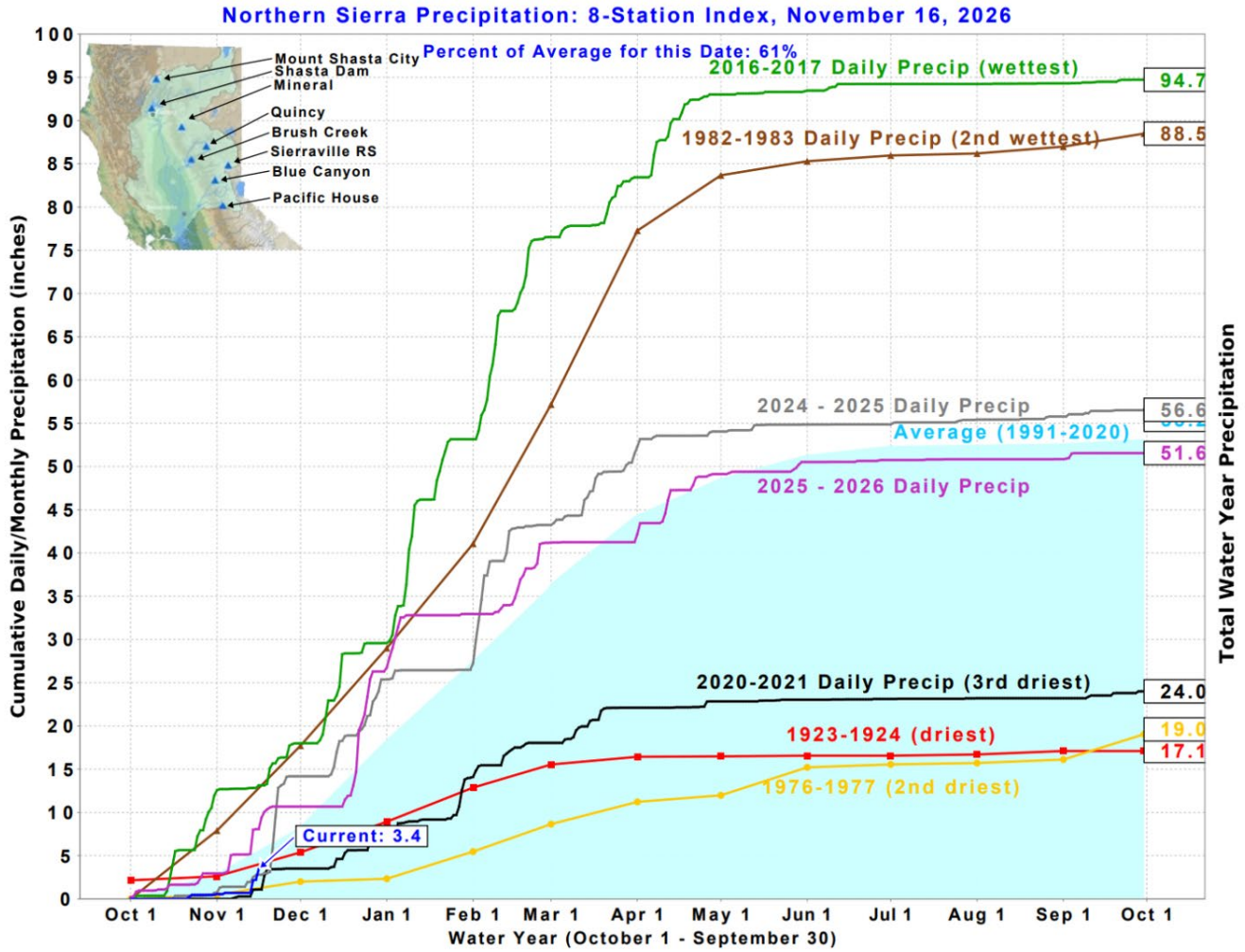
Central Valley Project Operations

As of November 15, 2026, the CVP share of San Luis storage had decreased to about 417,914 af. On August 11, 2026, the United States Bureau of Reclamation announced an increase to 2026 water supply allocations for CVP water users. South of Delta Ag Contractors increased to 28 percent of their contracted supply. The Friant Division remains at 100 percent for Class 1 supplies.

Northern Sierra 8-Station Precipitation Index

Water Year 2027 to date | Data through November 16, 2026

Attachment 1



3.44 in.

WY 2027 precipitation, Oct 1–Nov 16

61%

of average-to-date

51.6 in.

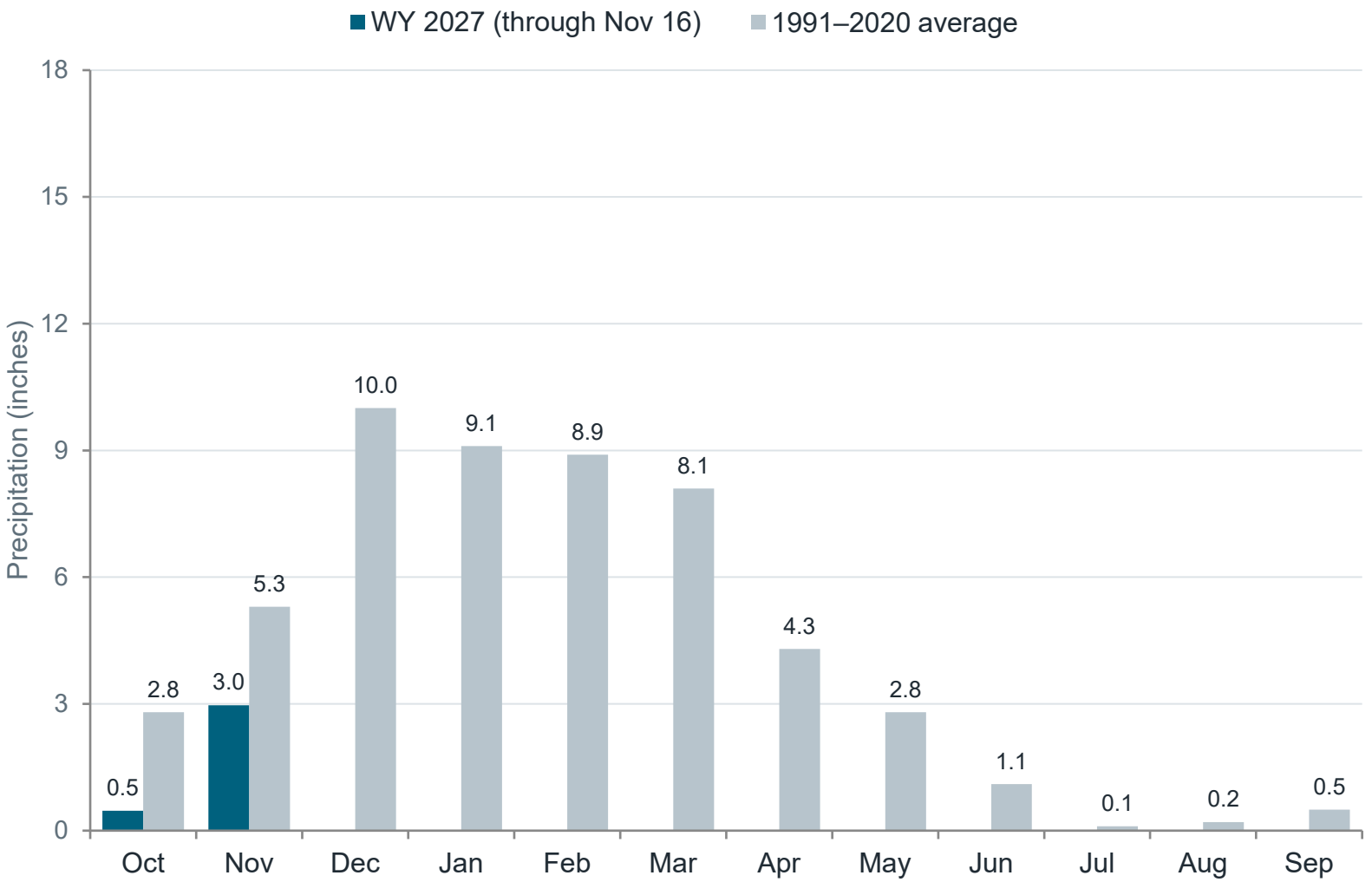
WY 2026 final total, 97% of the 53.2-in. average

Source: CDEC Northern Sierra 8-Station Index (PLOT_ESI), November 16, 2026; provisional data.

8-Station Index: Water Year 2027 by Month

Monthly totals to date, October 1 – November 16, 2026

Attachment 2



0.47 in.

October 2026 (average 2.8 in.)

2.97 in.

November 1–16 (full-month average 5.3 in.)

51.6 in.

WY 2026 final, 97% of average

Source: CDEC station 8SI daily data (provisional); average = 1991–2020.

Feather River Basin 10-Day Forecast

Quantitative precipitation forecast issued Monday, November 16, 2026

Day	Date	Forecast precip (in.)	Snow level (ft)	Normal precip (in.)
1	Tue, Nov 17	**0.2**	4,500	0.3
2	Wed, Nov 18	**0.1**	4,000	0.3
3	Thu, Nov 19	**2.0**	4,000	0.2
4	Fri, Nov 20	**0.4**	4,000	0.3
5	Sat, Nov 21	0.0	4,000	0.2
6	Sun, Nov 22	**0.6**	4,000	0.2
7	Mon, Nov 23	**0.5**	4,000	0.3
8	Tue, Nov 24	**0.3**	4,500	0.2
9	Wed, Nov 25	**1.9**	5,500	0.2
10	Thu, Nov 26	**1.2**	5,500	0.2
	10-day total	**7.2**		**2.4**

7.2 in.

Forecast total, Nov 17–26 (300% of normal)

Nov 19 & 25

Heaviest days (2.0 and 1.9 in.); snow level near 4,000 ft much of the week

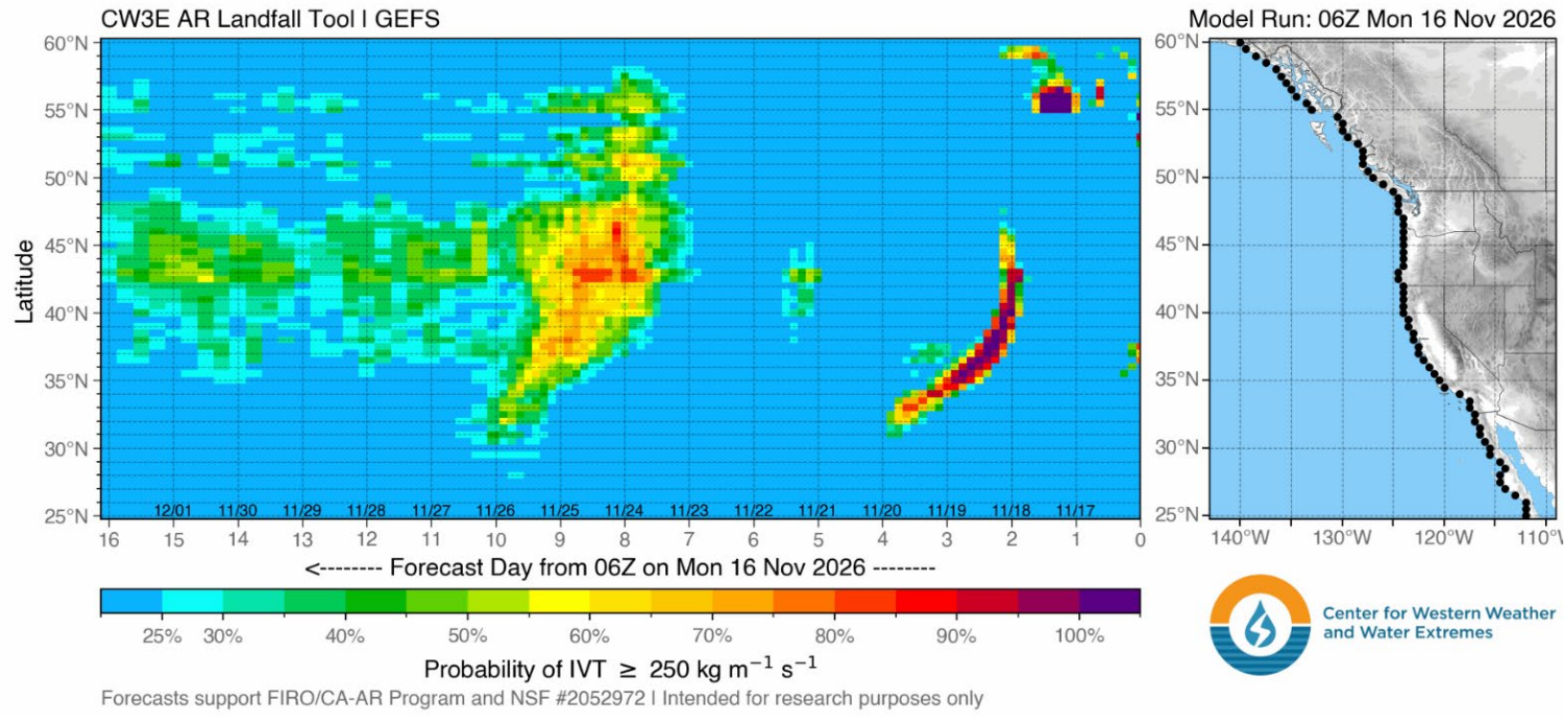
3.1 in.

Observed over the prior 10 days, Nov 7–16

Source: DWR/CDEC 10-Day Feather Basin QPF, Nov 16, 2026. Highlighted: days with forecast precipitation.

Atmospheric River Forecast

Probability of atmospheric river conditions along the West Coast, next 16 days



06Z Nov 16

GEFS ensemble model run

Nov 18–19

Very high AR probabilities (90–100%) from about 33°N to 44°N, Central and Northern California

Nov 23–26

Second, broader signal (60–80%) near 35–48°N

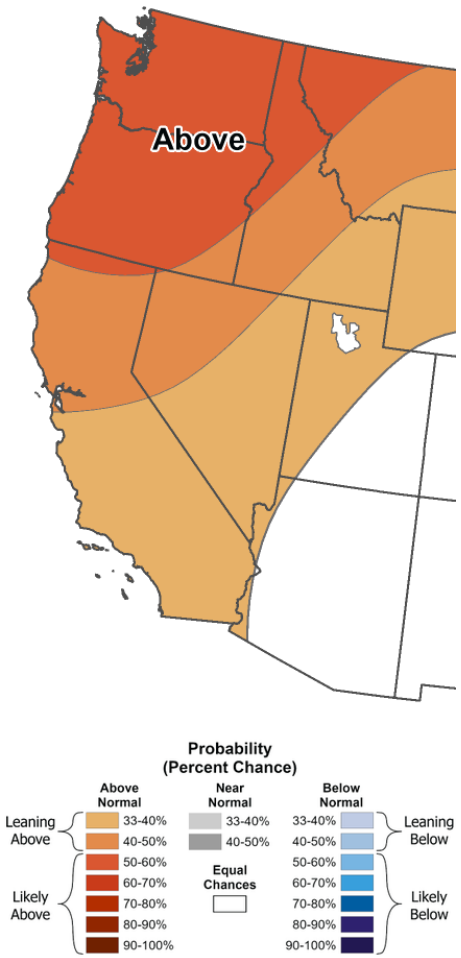
Source: CW3E AR Landfall Tool, GEFS run 06Z Monday, November 16, 2026.

Seasonal Outlook: November 2026 – January 2027

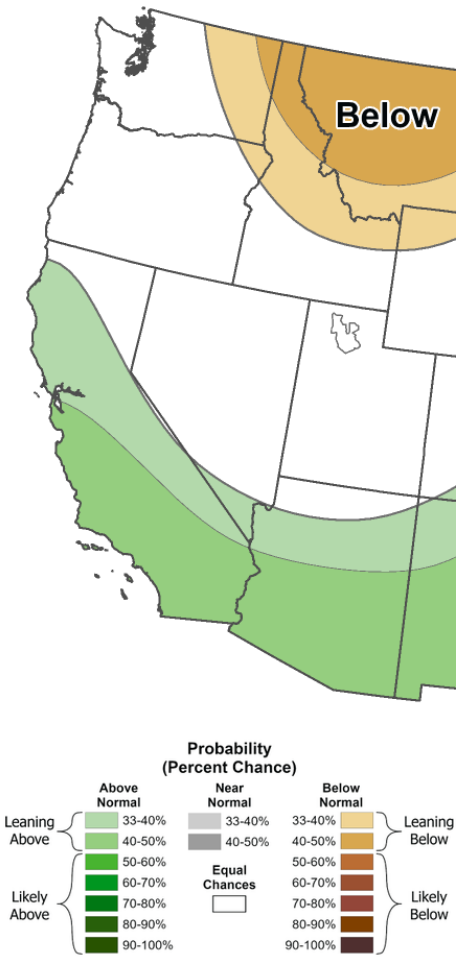
NOAA Climate Prediction Center three-month outlook, issued October 15, 2026

Attachment 5

Temperature



Precipitation



Warmer

Increased chances of above normal temperatures for all of California

Wetter

Leaning above normal precipitation for most of California; equal chances in the far northeast

Nov 19

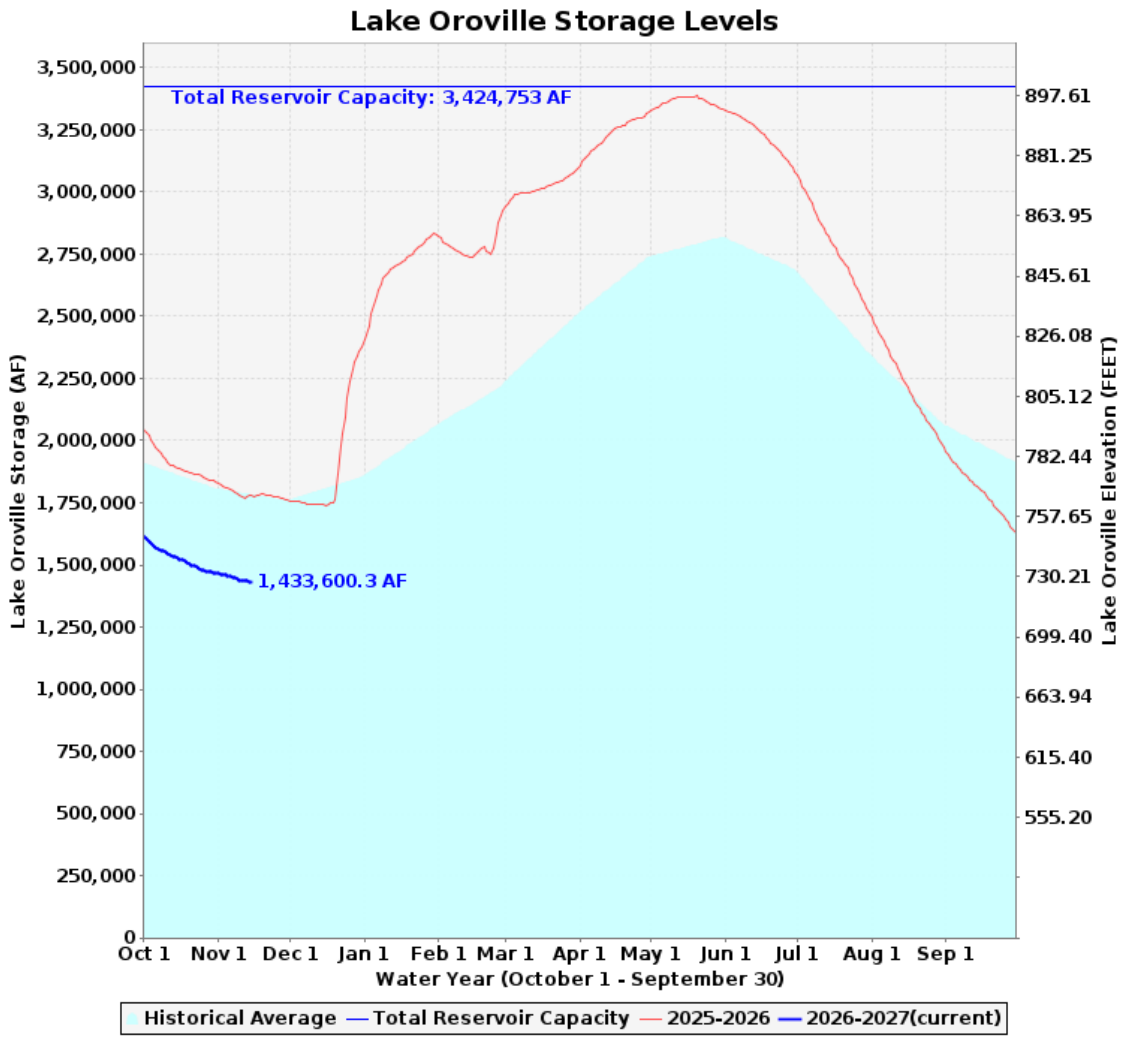
Next CPC outlook release

Source: NOAA CPC Nov 2026–Jan 2027 outlook, issued Oct 15, 2026; maps cropped to the western U.S.

Lake Oroville Storage

Data as of midnight, November 15, 2026

Attachment 6



1,433,600 AF

Storage

42%

of total capacity

80%

of historical average

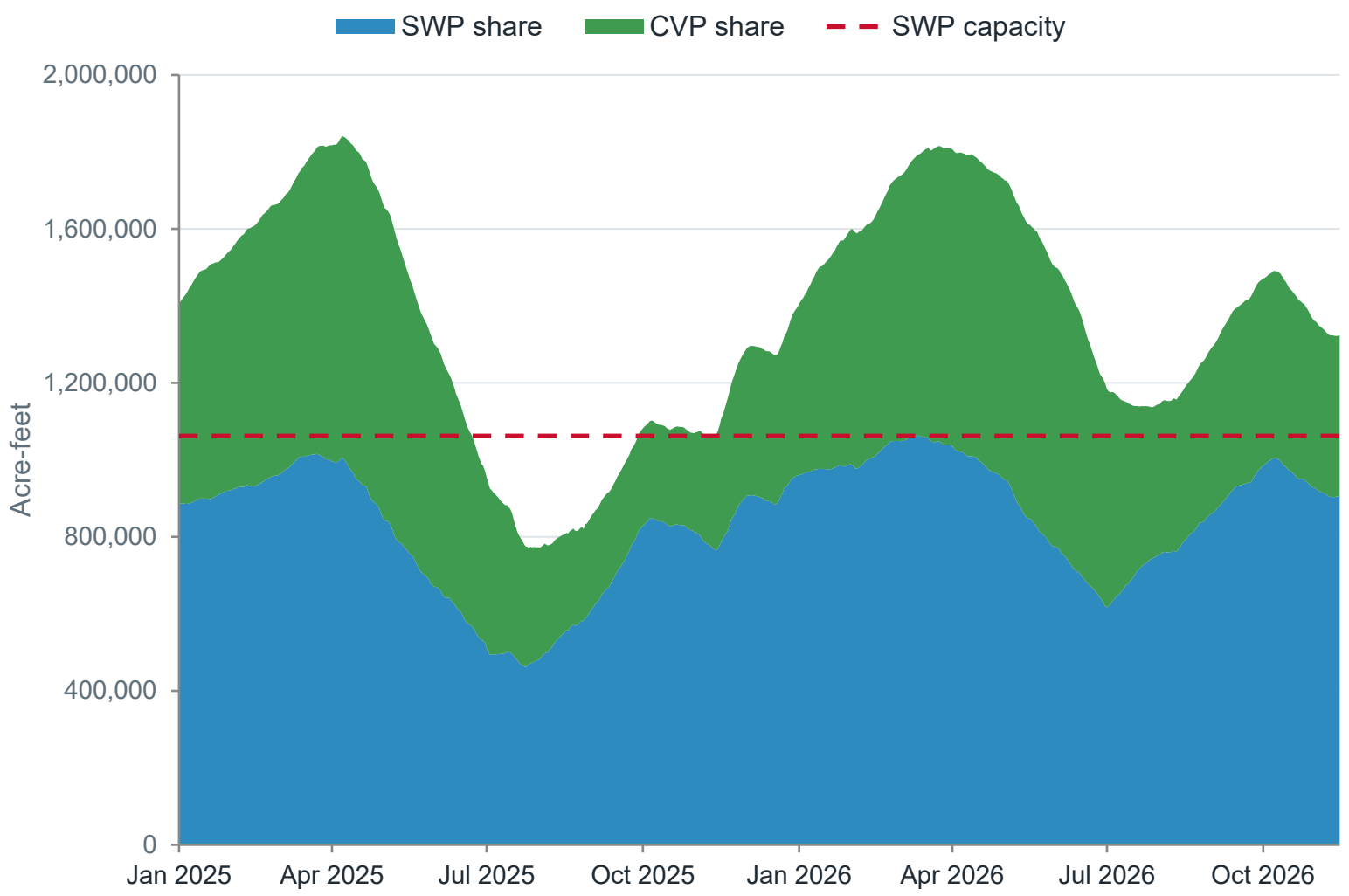
Reservoir elevation	**731.36 ft**
Total capacity	**3,424,753 AF**
Average storage, Nov 15	**1,782,101 AF**
Flood control (TOC) storage	**3,050,000 AF**
Below flood control limit	**1,616 TAF**
Daily inflow	**3,108 cfs**
Daily outflow	**2,980 cfs**

Source: CDEC Lake Oroville (ORO) daily data and storage graph; provisional data.

San Luis Reservoir Storage

SWP and CVP shares, January 2025 – November 15, 2026

Attachment 7



906,745 AF

SWP share

417,914 AF

CVP share

1,324,659 AF

Total storage

SWP share peaked at 1,004,051 AF on Oct 7 (SWP capacity: 1,062,180 AF)

Sources: CDEC (SNL) total storage; USBR CVO federal share. SWP share = total minus federal.

Water Resources Committee

MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 2a

FROM: Monica Tennant

DATE: November 18, 2026

SUBJECT: Emergency Action Regarding Golden Mussels

Issue:
Review of the emergency action regarding golden mussels.

Recommended Motion:
Continue the emergency action regarding golden mussels, as outlined in the November 18, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 2a.

Discussion:
On January 22, 2026, the Kern County Water Agency (Agency) Board of Directors (Board) adopted Resolution No. 03-26 delegating authority to the General Manager or their designee to act in emergency conditions to repair and replace facilities as needed to rectify an emergency.

On March 18, 2026, the Water Resources Manager took action pursuant to Resolution No. 03-26 to declare an emergency and authorize the immediate engagement of a consultant to design golden mussel treatment facilities to protect the Cross Valley Canal (CVC), prevent water delivery disruption and maintain water service essential to public health and safety. Agency staff are coordinating with Dudek to develop short- and long-term treatment facilities for the CVC to minimize and control the spread of golden mussels. Golden mussels have been identified in Improvement District No. 4 facilities and in water infrastructure across Kern County. The presence of golden mussels continues to pose a significant threat to water infrastructure and essential water deliveries.

On May 28, 2026, the Agency Board adopted Resolution No. 23-26 terminating the CVC-specific golden mussel emergency action and declared an Agency-wide golden mussels emergency for the Agency.

To prevent water delivery disruption, protect water infrastructure and maintain water service essential to public health, safety and the economy of Kern County, Agency staff recommend continuing the emergency action.

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 2b

FROM: Monica Tennant

DATE: November 18, 2026

SUBJECT: Update on the Kern County Water Agency's Response to Local Golden Mussel Detections

Issue:
Update on local Golden Mussel detections and response efforts.

Recommended Motion:
None – information only.

Discussion:
An overview of the Golden Mussel removal at Pumping Plant No. 6 is provided as Attachment 1.

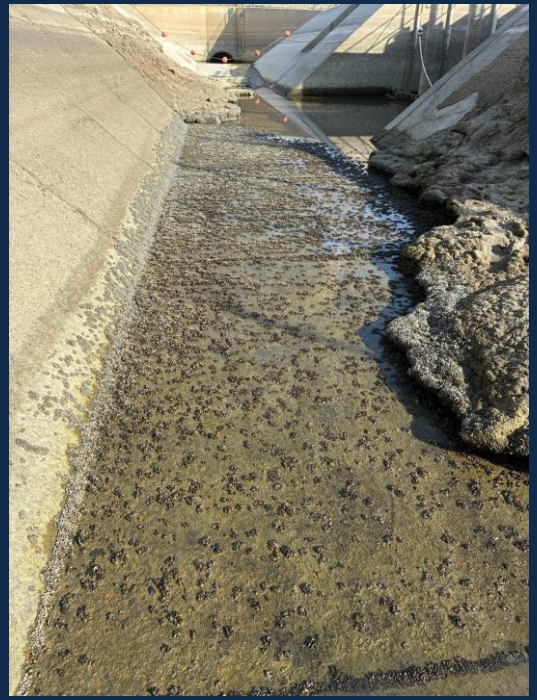
Attachment 1

Golden Mussels Removal

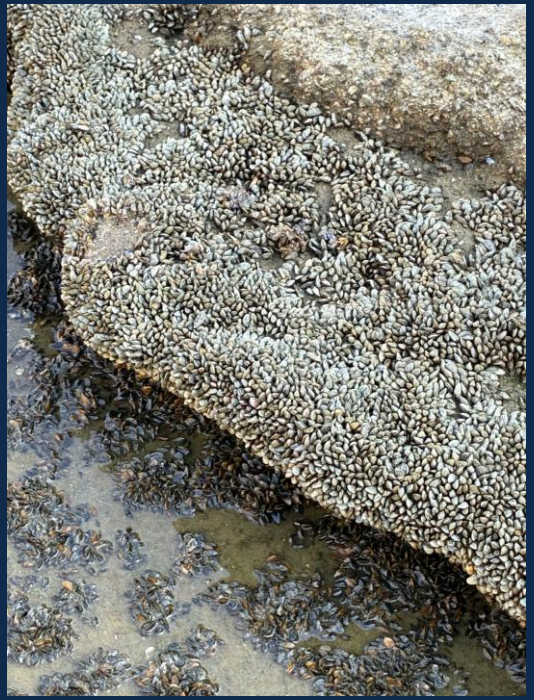
Pumping Plant No. 6

PowerPoint generated with the assistance of AI

Before Removal

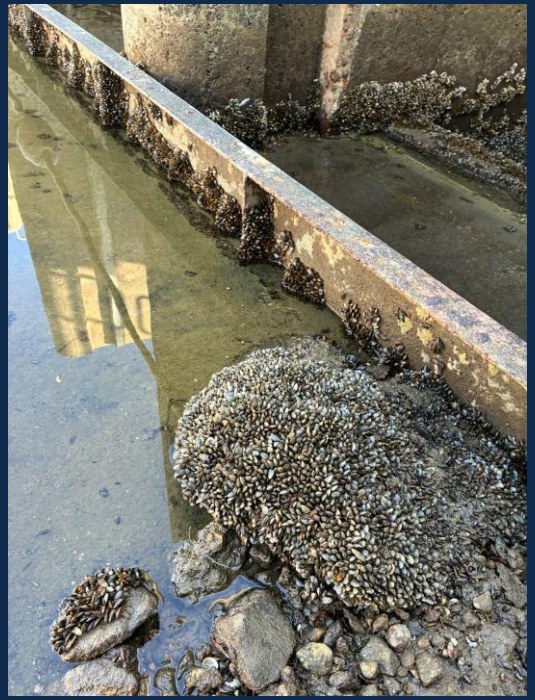


Pumping Plant No. 6

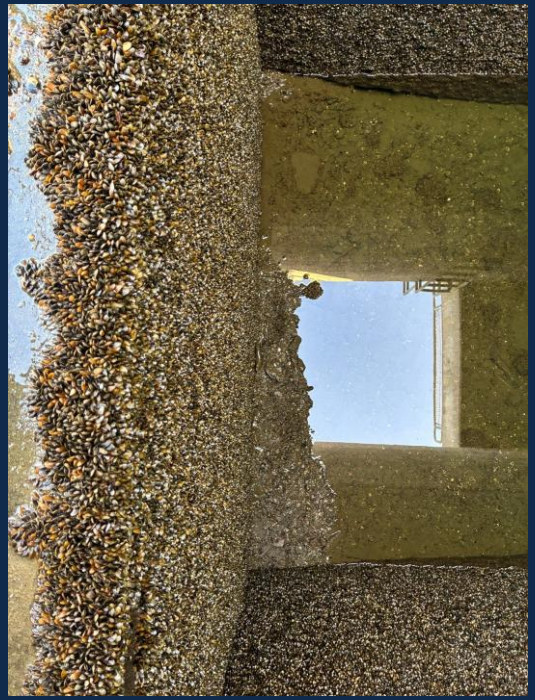


Pumping Plant No. 6

Before Removal



Pumping Plant No. 6



Pumping Plant No. 6

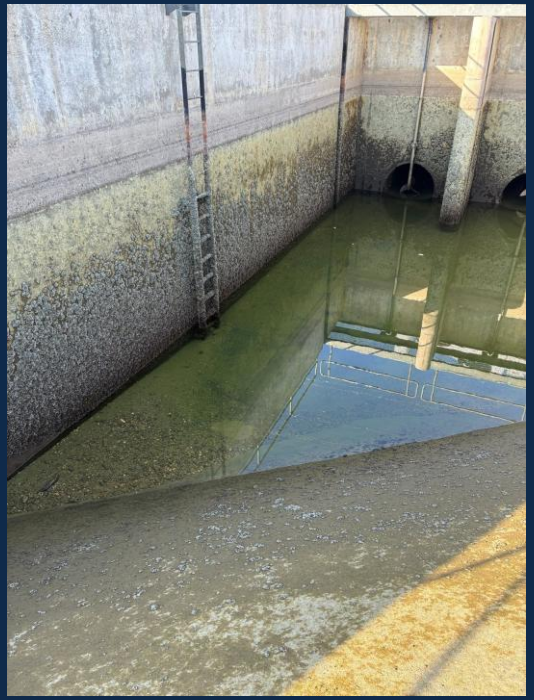


Pumping Plant No. 6

Before Removal



Pumping Plant No. 6

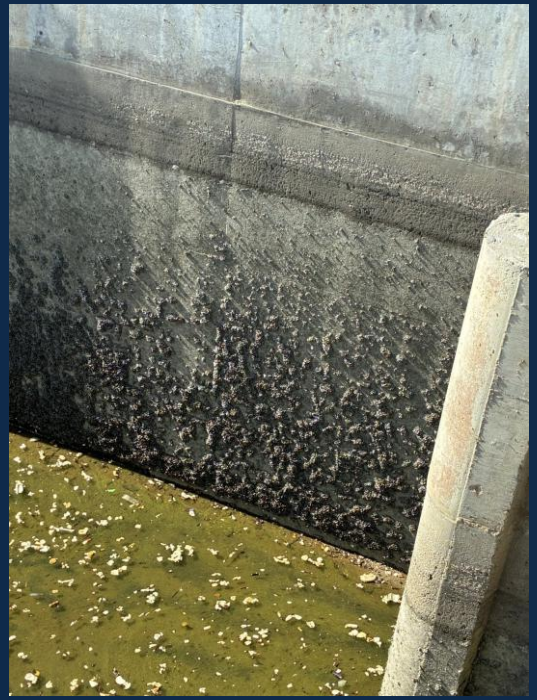


Pumping Plant No. 6

Before Removal

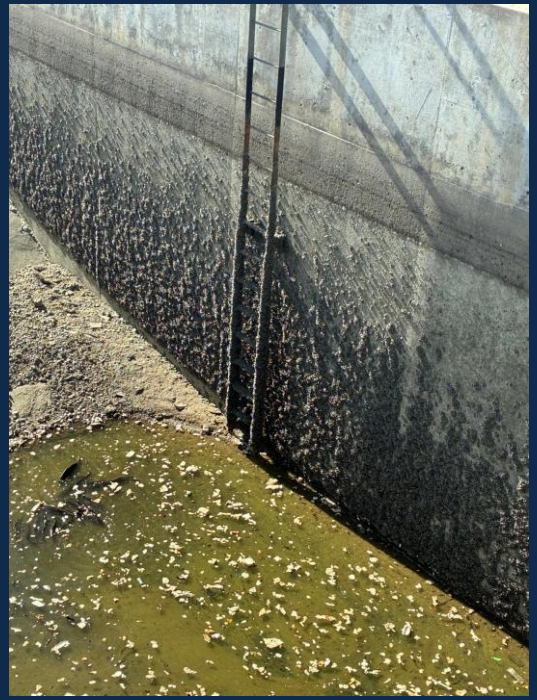


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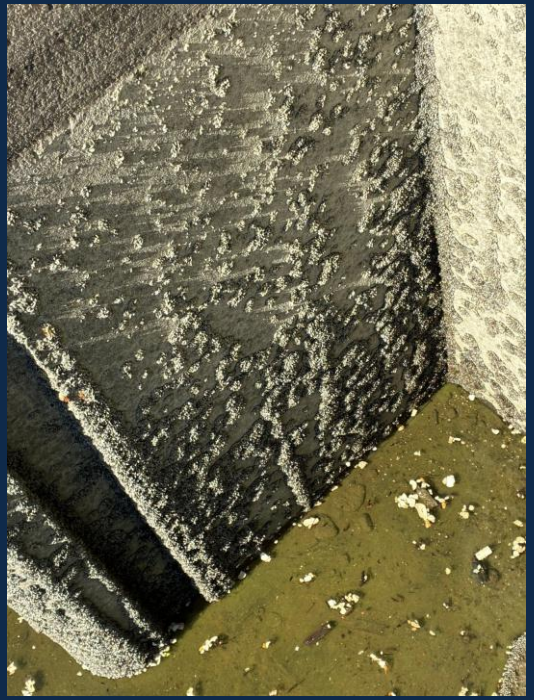


Pumping Plant No. 6

Before Removal

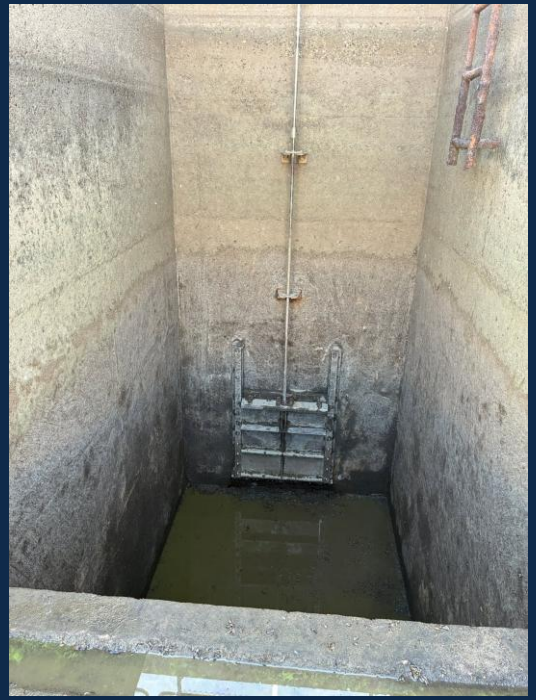


Pumping Plant No. 6



Pumping Plant No. 6

After Removal

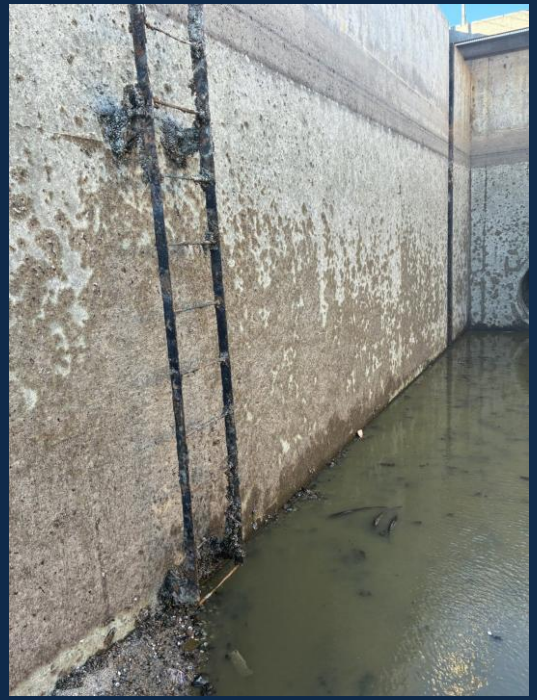


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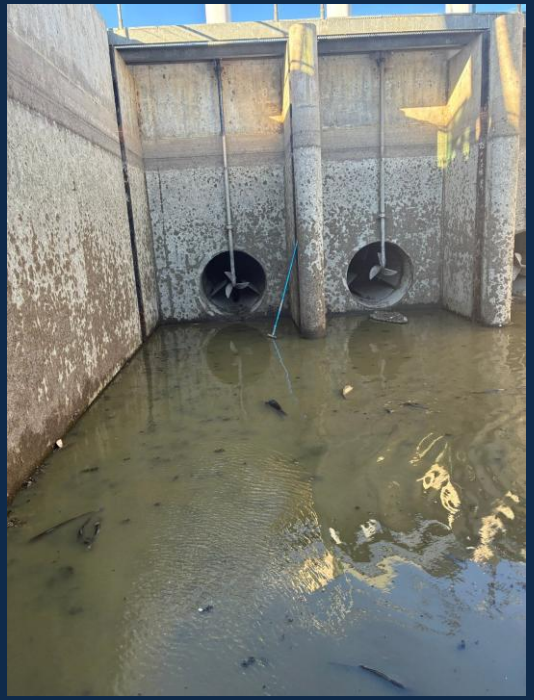


Pumping Plant No. 6

After Removal



Pumping Plant No. 6



Pumping Plant No. 6

After Removal



Golden Mussels Removed



Golden Mussels Removed

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3a

FROM: Joshua Newfield

DATE: November 18, 2026

SUBJECT: Report on 2026 Local State Water Project Operations and Water, Transfers, Exchanges and Purchases

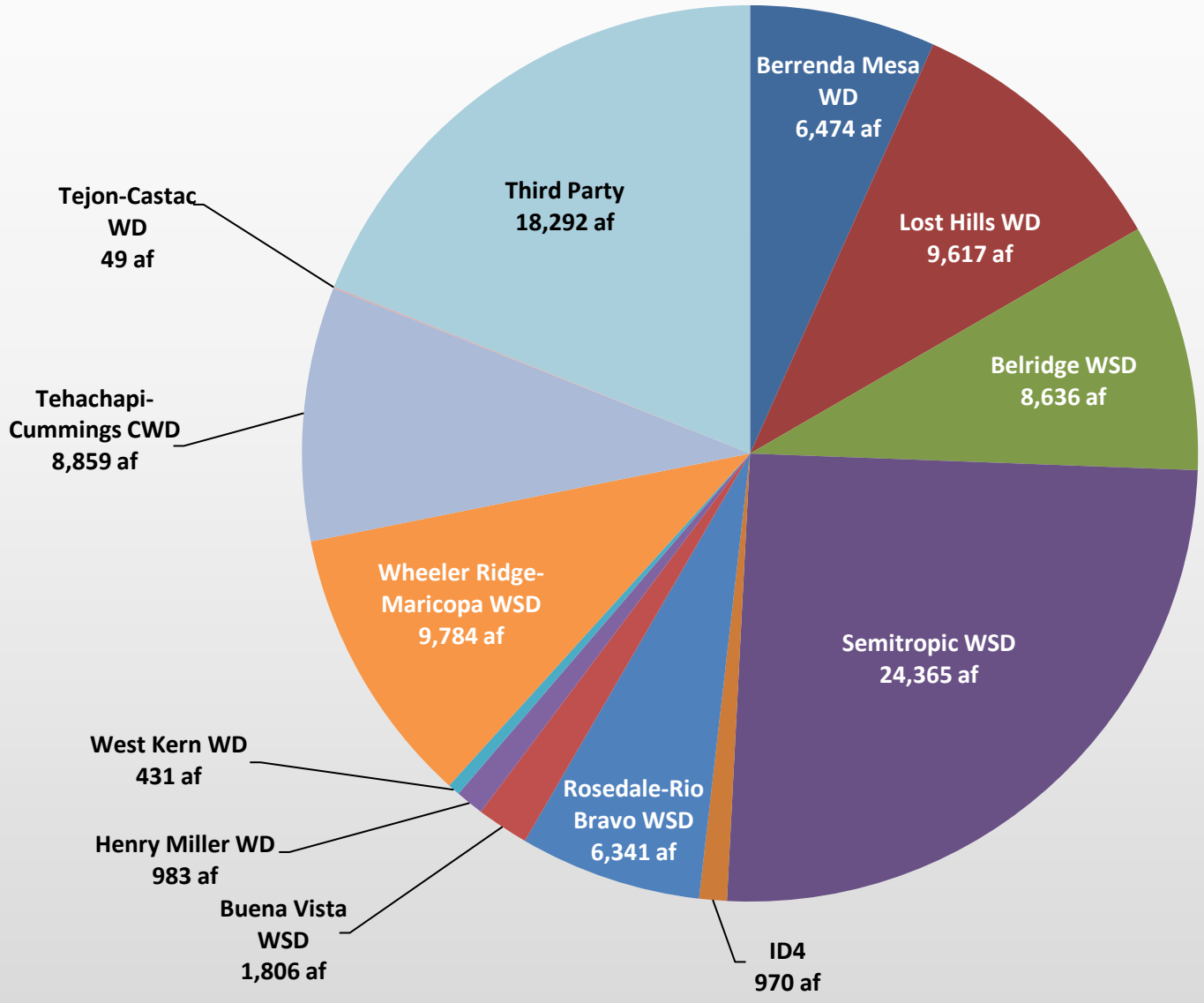
Issue:
Report on 2026 local State Water Project operations and water transfers, exchanges and purchases.

Recommended Motion:
None – information only.

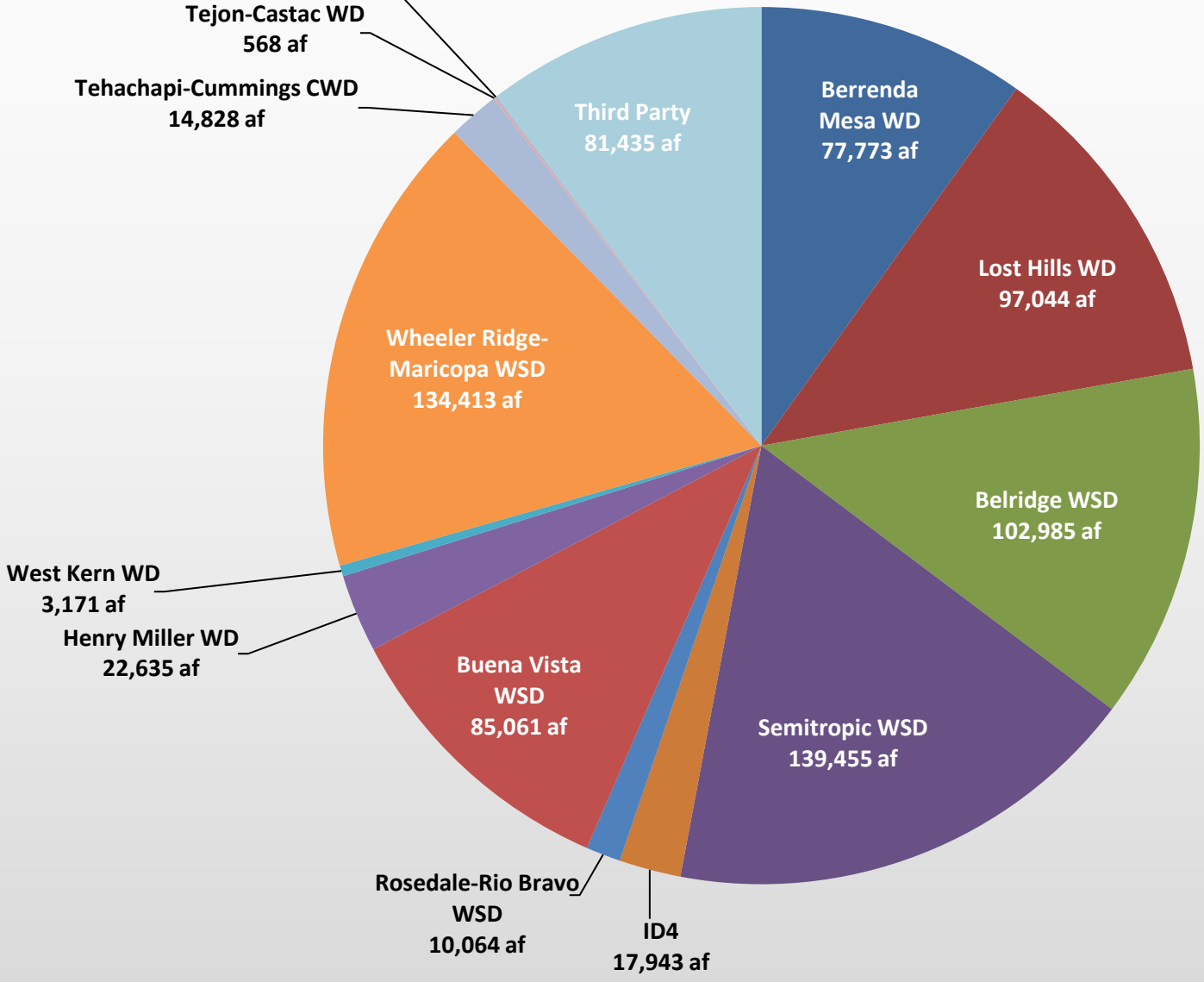
Discussion:
In October 2026, the Kern County Water Agency (Agency) delivered an estimated 96,607 acre-feet (af) via the California Aqueduct (Aqueduct). A summary of October 2026 estimated deliveries by entity is provided as Attachment 1. Through October 2026, the Agency has delivered an estimated 787,847 af via the Aqueduct. A summary of estimated cumulative deliveries by entity is provided as Attachment 2, and a summary of estimated cumulative deliveries by water type is provided as Attachment 3. The values presented are estimates as Agency staff continue the ongoing delivery reconciliation process. A summary of current Aqueduct operations is provided as Attachment 4.

A summary of 2026 water transfers, exchanges and purchases is provided as Attachment 5. Routine transfers, exchanges and purchases were approved pursuant to the December 17, 2025 Agency Board of Directors authorization allowing the Water Resources Manager to approve routine requests through December 31, 2026.

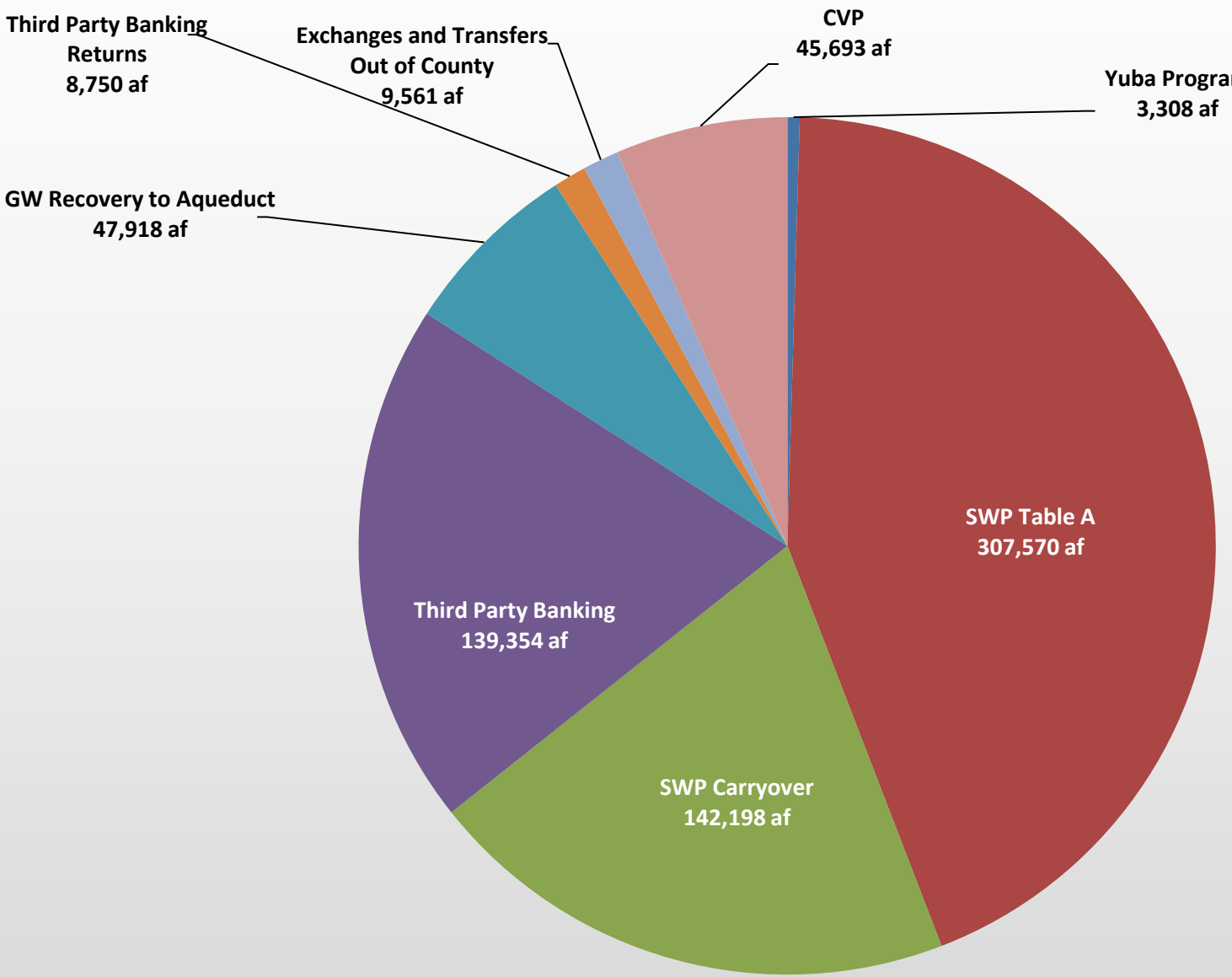
California Aqueduct Deliveries by Entity
October 2026
Total Deliveries 96,607 af



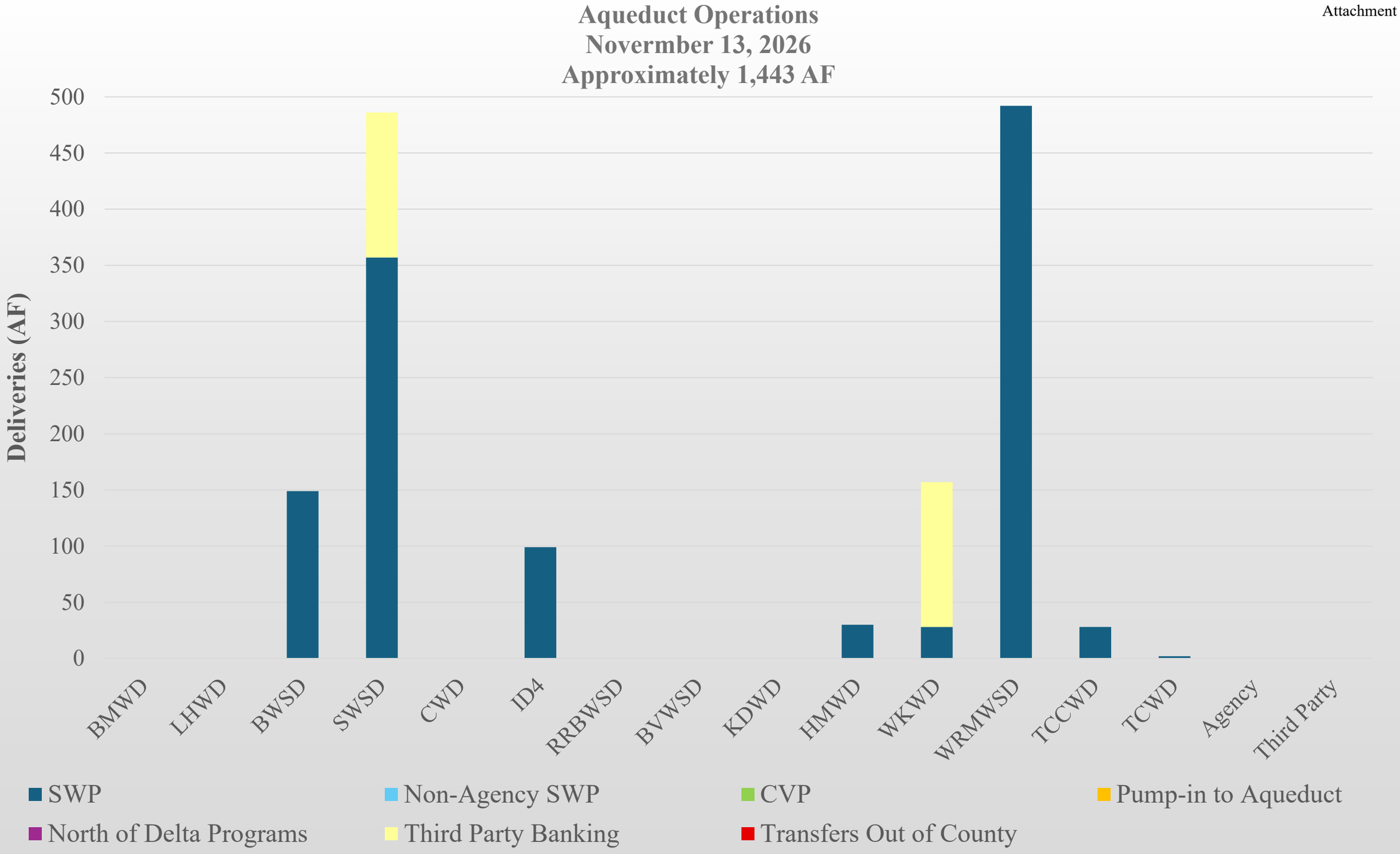
California Aqueduct Deliveries by Entity
Through October 2026
Total Estimated Deliveries 787,847 af



California Aqueduct Deliveries by Water Type
Through October 2026
Total Estimated Deliveries 787,847 af



Attachment 4



2026 Water Management Program

Summary of Routine Water Transfers, Exchanges and Purchases Pursuant to the December 17, 2025 KCWA Board Authorization

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
26006	Improvement District No. 4 to Buena Vista Water Storage District	Exchange of 2025/26 SWP Table 1 water for 2026 Kern River water	8,500	12/22/25	12/23/26
26008	Lost Hills Water District to Semitropic Water Storage District (Wonderful Orchards)	Transfer of 2025 SWP Table 1 water	550	1/8/26	01/13/26
26009	Arvin-Edison Water Storage District to Belridge Water Storage District (Westside Mutual Water Company)	Transfer of 2026 Friant-Kern CVP water for SWP Table 1 water	5,000	1/9/26	01/13/26
26010	Rosedale-Rio Bravo Water Storage District to Santa Clarita Valley Water Agency	Transfer of Kern River water	8,250	1/12/26	01/13/26
26011	Buena Vista Water Storage District to Kern Delta Water District	Exchange of 2026 Kern River for 2025 SWP Carryover and/or SWP Table 1	31,500	1/12/26	01/13/26
26012	Kern Delta Water District to Improvement District 4	Exchange of 2026 Kern River for banked 2005 SWP Table 1	5,000	1/19/26	01/29/26
26019	Metropolitan Water District of Southern California to Semitropic Water Storage District	Transfer of 2025 SWP Carryover and 2026 SWP Table A water	73,000	2/24/26	03/04/26
26022	Tehachapi-Cummings County Water District to Improvement District No. 4	Exchange of 2025 SWP Carryover water for future SWP Table 1 water	3,600	3/6/26	03/06/26
26018	Berrenda Mesa Water District to Semitropic Water Storage District (Homer)	Transfer of 2025 SWP Carryover water	2,500	2/24/26	03/13/26
26027	Rosedale-Rio Bravo Water Storage District to Improvement District No. 4	Exchange of 2026 Kern River water for 2026 SWP Table 1 water	10,000	3/18/26	03/27/26
26031	Tejon-Castac Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026 Nickel Kern River water	3,150	3/20/26	03/26/26
26033	Buena Vista Water Storage District to West Kern Water District	Exchange of banked Kern River water for 2026 SWP Table 1 water	18,500	3/31/26	04/17/26
26032	Semitropic Water Storage District to Kern-Tulare Water District	Transfer of previously banked 2019 CVP water	2,000	3/25/26	04/17/26
26017	Empire West Side Irrigation District to Berrenda Mesa Water District	Transfer of 2026 SWP Table A water	1,954	2/13/26	04/17/26
26025	Semitropic Water Storage District to Berrenda Mesa Water District	Transfer of previously banked 2017 and 2019 SWP Table 1 water	3,000	3/18/26	04/24/26
26026	Semitropic Water Storage District to Wheeler Ridge-Maricopa Water Storage District	Transfer of previously banked 2017 and 2019 SWP Table 1 water	100	3/18/26	04/24/26
26040	Kern Tulare to Belridge WSD, Berrenda Mesa WD and Lost Hills WD	Exchange of JURP water for 2026 SWP Table 1 water	7,500	5/6/26	05/13/26
26041	Tejon-Castac Water District (Tejon Ranch) to Wheeler Ridge-Maricopa Water Storage District	Transfer of 1995-2023 SWP Table 1 and/or Article 21 water	10,000	5/7/26	05/13/26
26042	Lost Hills Water District to Semitropic Water Storage District (Lost Hills Utility District)	Transfer of 2026 SWP Table 1 water	135	5/15/26	05/20/26
26043	Semitropic Water Storage District to Westlands Water District (Harris Farms)	Transfer of previously banked 2023 CVP water	1,600	5/20/26	05/27/26
26045	Improvement District No. 4 to Buena Vista Water Storage District	Exchange of 2026 SWP Table 1 water for 2026 Kern River water	40,000	5/15/26	05/27/26
26047	Antelope Valley-East Kern Water Agency to Wheeler Ridge-Maricopa Water Storage District (Tejon Ranch Company)	Transfer of 2026 SWP Table A water	1,472	6/8/26	08/04/26
26053	Belridge Water Storage District to Cawelo Water District (California Pistachio)	Transfer of 2026 Table 1 water	100	6/10/26	07/08/26
26057	Berrenda Mesa Water District to Wheeler Ridge-Maricopa Water Storage District (Westside Agriculture)	Transfer of 2026 Table 1 water	1,000	6/18/26	07/23/26
26038	Metropolitan WD to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	100,000	5/1/26	08/04/26
26044	Santa Clara Valley Water District to Berrenda Mesa Water District and Lost Hills Water District	Transfer of 2026 Table A water	8,000	5/22/26	08/20/26
26054	Plumas County Flood Control and Water Conservation District to Wheeler Ridge- Maricopa Water Storage District	Transfer of 2026 SWP Table A water	833	6/11/26	09/15/26
26063	San Joaquin River ECWA to Semitropic Water Storage District	Transfer of 2026 CVP water	8,622	6/25/26	Pending
26059	Central Coast Water Authority to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Table A	32,000	7/15/26	Pending
26060	Arvin-Edison Water Storage District to Kern County Water Agency	Transfer of 2025 CVP water	6,094	7/30/26	09/02/26
26064	Kern Delta Water District to Buena Vista Water Storage District	Exchange of 2026 YUBA water for 2026 Kern River water	200	8/5/26	09/03/26
26065	Arvin-Edison Water Storage District to Kern County Water Agency	Transfer of 2026 CVP Water	20,000	8/11/26	Pending
26066	Improvement District No. 4 to Rosedale Rio Bravo Water Storage District	Transfer of 2025 Carryover water	5,000	8/13/26	09/15/26
26067	Napa County FCWCD to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	5,000	7/29/26	Pending
26035	Solano County WA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	8,650	4/22/26	09/15/26
26036	Solano County WA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2025 Carryover water	8,650	4/22/26	09/15/26
26072	Alameda County Flood Control and Water Conservation District – Zone 7 to Westside Districts	Transfer of SWP Table 1 water	8,000	8/28/26	Pending
26074	San Joaquin River Exchange Contractors Water Authority to Rosedale-Rio Bravo Water Storage District	Exchange of CVP water for SWP Table 1 water	20,000	9/2/26	Pending
26075	Central Coast Water Authority to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Carryover water	32,000	7/15/26	Pending
26076	Belridge Water Storage District to Lost Hills Water District (Starrh and Starrh)	Transfer of 2026 Table 1 water	1,000	9/10/26	10/08/26

Summary of Non-Routine Water Transfers, Exchanges and Purchases Approved Pursuant to KCWA Board Authorization

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
26015	Metropolitan Water District to Semitropic Water Storage District	Transfer of previously banked 2025 SWP Table A water	20,000	2/3/26	03/26/26
26024	Semitropic Water Storage District to Palmdale Water District	Transfer of previously banked 2023 SWP Table A water	318	3/18/26	04/23/26
26013	San Joaquin River ECWA to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Friant-Kern CVP water	10,000	1/20/26	06/25/26
26016	Arvin-Edison Water Storage District to Wheeler-Ridge Maricopa Water Storage District	Transfer of 2026 Friant-Kern CVP water	20,000	2/12/26	Pending
26020	Alameda County Water District to Semitropic Water Storage District	Transfer of 2025 SWP Carryover water	3,000	2/26/26	06/25/26
26021	Dudley Ridge Water District to Belridge WSD, Berrenda Mesa WD and Lost Hills WD	Transfer of 2026 SWP Table A water	39,500	3/2/26	05/28/26
26023	Montecito Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026 SWP Table A water	3,300	3/16/26	06/25/26
26028	Montecito Water District to Berrenda Mesa Water District	Transfer of 2026 SWP Table A water	3,300	3/20/26	06/25/26
26029	Byron Bethany Irrigation District to Belridge Water Storage District	Transfer of 2026 CVP water	3,300	3/20/26	Pending
26030	Montecito Water District to Belridge Water Storage District	Transfer of 2026 SWP Table A water	3,300	3/20/26	06/25/26
26034	Tulare Lake Basin WSD (Sandridge) to Berrenda Mase Water District and Lost Hills Water District	Transfer of 2026 SWP Table A water	4,000	4/21/26	06/25/26
26046	Buena Vista Water Storage District to Santa Clarita Valley Water Agency	Transfer of 2026 Table A and/or 2025 Carryover water	2,750	6/4/26	07/01/26
26051	Lost Hills Water District to Belridge Water Storage District	Transfer of 2026 Table 1 water	1,000	6/10/26	06/25/26

2026 Water Management Program

26052	Berrenda Mesa Water District to Belridge Water Storage District	Transfer of 2026 Table 1 water	2,000	6/10/26	06/25/26
26055	Henry Miller Water District to Belridge Water Storage District	Transfer of 2019 Article 21 banked water	1,000	6/12/26	06/25/26
26056	Henry Miller Water District to Rosedale-Rio Bravo Water Storage District	Transfer of 2017 Lower River water	750	6/12/26	06/25/26
26058	Improvement District No. 4 to Westside Mutual Water Company	Transfer of previously banked SWP water	776	7/2/26	09/03/26
26068	Oak Flat Water District to Semitropic Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/21/26	Pending
26069	Oak Flat Water District to Wheeler Ridge-Maricopa Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/19/26	Pending
26070	Oak Flat Water District to Berrenda Mesa Water District	Transfer of 2026-2056 Table A water	1,858	8/19/26	Pending
26073	Oak Flat Water District to Rosedale Water Storage District	Transfer of 2026-2056 Table A water	1,858	8/31/26	Pending
26078	Santa Clarita Valley Water Agency to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026-2045 Table A water	15,000	9/24/26	Pending
26079	Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD to Santa Clarita Valley Water Agency	Transfer of 2026-2045 Table A water	5,000	9/24/26	Pending
26087	Santa Clara Valley Water District to Semitropic Water Storage District	Transfer of 2026-2045 Table A water	20,000	10/21/26	Pending
26088	Santa Clarita Valley Water Agency to Rosedale-Rio Bravo Water Storage District	Transfer of 2026-2045 Table A water	3,300	10/22/26	Pending

Summary of Previously Approved Annual, Long-Term Water Transfer, Exchange and Purchase Programs

TRF #	*Parties*	*Description*	*Quantity (AF)*	*Date of Request*	*Date Approved*
26014	Newall Land and Farming Company to Semitropic Water Storage District	Transfer of 2026 Nickel Kern River water	1,607	1/22/26	L-T Program
26037	Semitropic Water Storage District to Westlands Water District (Poso Creek)	Transfer of banked 2017 CVP water	1,110	4/29/26	L-T Program
26039	Butte County to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 SWP Table A water	16,000	5/1/26	L-T Program
26049	Palmdale Water District to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-Maricopa WSD	Transfer of 2026 SWP Table A water	3,000	6/9/26	L-T Program
26050	Alameda County Flood Control and Water Conservation District, Zone 7 to Semitropic Water Storage District	Transfer of 2026 SWP Table A water for banking	5,000	6/9/26	L-T Program
26061	Santa Clara Valley Water District to Semitropic Water Storage District	Transfer of 2026 CVP water	25,000	7/30/26	L-T Program
26062	Santa Clara Valley Water District to Semitropic Water Storage District	Transfer of 2026 SWP Table A water	25,000	7/30/36	L-T Program
26062b	Santa Clara Valley Water District to Semitropic Water Storage District	Transfer of 2026 SWP Table A water	20,000	11/3/26	L-T Program
26071	Santa Clarita Valley Water Agency to Semitropic Water Storage District	Transfer of 2026 SWP Table A water	10,000	8/27/26	L-T Program
26077	Dudley Ridge Water Agency to Semitropic Water Storage District	Transfer of 2026 Table A water	2,000	9/22/26	L-T Program
26080	Mojave Water Agency to Belridge WSD, Berrenda Mesa WD, Lost Hills WD and Wheeler Ridge-MWSD	Transfer of 2026 Table A water	7,500	10/2/26	L-T Program
26081	Rosedale-Rio Bravo WSD to Irvine Ranch WD	Transfer of 2026 Table A water	789	10/5/26	L-T Program
26082	Santa Clarita Valley Water Agency to Rosedale-Rio Bravo WSD	Transfer of 2025 Carryover and/or 2026 Table A water	2,286	10/5/26	L-T Program
26083	Cawelo Water District to Buena Vista Water Storage District	Exchange of 2026 SWP Table 1 and Yuba Dry Year for 2026 Kern River water	20,000	10/6/26	L-T Program
26083b	Zone 7 to Cawelo Water District (BVWSD)	Transfer of 2026 Table A water	2,500	10/16/26	L-T Program
26084	Zone 7 to Cawelo Water District	Transfer of 2026 Table A water	2,500	10/16/26	L-T Program
26086	Semitropic Water Storage District (MWD) to San Diego County Water Authority	Exchange of 2025 Carryover and/or 2026 SWP Table A water	7,717	10/21/26	L-T Program

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3b

FROM: Josh Newfield

DATE: November 18, 2026

SUBJECT: Consideration of Providing Advance Credits for Variable Operation, Maintenance, Power and Replacement Charges for Former Table 1 Surplus Entitlement on the Basic Contract Member Unit January 2027 Payments

Issue:
Consider providing advance credits for Variable Operation, Maintenance, Power and Replacement charges for former Table 1 surplus entitlement on the Basic Contract Member Unit January 2027 payments.

Recommended Motion:
Authorize Kern County Water Agency staff to apply the 2027 Variable Operation, Maintenance, Power and Replacement credit for former Table 1 surplus entitlement toward the January 4, 2027 and July 1, 2027 Basic Contract Member Unit State Water Project charges, subject to approval of General Counsel as to legal form, as outlined in the November 18, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 3b.

Discussion:
The Kern County Water Agency (Agency)/Member Unit State Water Project (SWP) contracts specify the initial calculation of annual Member Unit SWP obligations (60 percent due January 4 and 40 percent due July 1) are to include the cost of surplus water. Surplus water, however, has not been available since 1986, because the Monterey Amendment has in essence done away with it by providing for an Article 21 water program. Thus, the Basic Contract Member Units are obligated by contract to pay for surplus water they will never receive.

However, at the end of each water year, the Agency recalculates the Basic Contract Member Units' obligations to reflect actual water allocations, deliveries and costs. Thus, any adjustments to their obligations will be made during the next semiannual billing cycle after the recalculation. For example, the 2027 Variable Operation, Maintenance, Power and Replacement credits for former Table 1 surplus entitlement would be applied in July 2028. The estimated cost of surplus water in 2027 is $3.1 million, which under the provisions of the contracts would be billed in January 2027 and credited in July 2028.

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 3c

FROM: Joshua Newfield

DATE: November 18, 2026

SUBJECT: Authorization to Delay Basic Contract Member Unit January 2027 Payments Per the 90 Day Deferral Option

Issue:
Consider approval of the Basic Contract Member Units' requests to exercise their 90 day deferral option of the January 2027 payment, in excess of their minimum deferral amounts.

Recommended Motion:
Authorize Kern County Water Agency staff to apportion deferrals of the Basic Contract Member Units' January 2027 State Water Project payments in amounts in excess of the requesting Basic Contract Member Units' minimum deferral amounts, provided that Kern County Water Agency cash flow is not adversely affected, as outlined in the November 18, 2026 staff memorandum to the Water Resources Committee, Agenda Item No. 3c.

Discussion:
The Basic Contract Member Units (MUs) were recently surveyed, and four (Berrenda Mesa Water District, Belridge Water Storage District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District) have made requests to exercise their deferral option pursuant to amendments to their Basic Contracts with the Kern County Water Agency (Agency). According to the amendments, MUs may elect to defer all or any portion of their two annual obligation payments for a period not to exceed 90 days beyond January 4 and July 1, provided that the MUs give the Agency written notice of its election to defer such payment at least 30 days prior (December 5 and June 1, respectively) to the date upon which such payment is otherwise due.

This deferral is allowed, provided that the MUs pay an interest charge equivalent to the rate earned by the State's Surplus Money Investment Fund (SMIF) during the period of deferral and that such deferral does not adversely affect the Agency's cash flow. The Agency may defer payment to the State for all or a portion of the MU deferral. If the requested deferral from all of the MUs would impair the Agency's cash flow or exceed the amount of deferral allowed by the State, the Agency shall apportion the amount available. The State limits the Agency's maximum deferral amount to the capital component of the Delta Water Charge and the Transportation Charge due in January 2027 ($30,152,312). Under the Monterey Agreement, a portion of this amount would be payable to the Agricultural Trust Fund rather than to the California Department of Water Resources (DWR); however, there are no rate management credits in

2027. Thus, the maximum amount the Agency can defer with the State is $30,152,312.

Column 3 of Attachment 1 reflects the actual amount of deferrable capital costs associated with each MU's 2027 obligation (minimum deferral). The requesting MUs' share of the deferrable capital costs equals $16,188,635 (Column 4). In previous years, the Agency has reallocated the remaining $11,220,034 (Column 5) of deferrable capital costs for MUs not requesting deferrals to the requesting MUs (maximum deferral). Additionally, since 1997, the Agency has also allocated to the requesting MUs the amount payable to the Agricultural Trust Fund (not deferrable with the State). The 2027 Statement of Charges does not include any rate managements credits; therefore, this amount (column 8) is $0. The latter allocation was possible due to the fact that since 1994, staff has handled the deferral internally through the Agency's cash flow, rather than deferring through the State.

The above-mentioned allocations in excess of the minimum deferrals are considered discretionary in nature and are considered to be revenue-neutral to the Agency's cash flow, since the interest lost at the Kern County Treasury (KCT) rate was replaced by the interest billed to the MUs at the State's SMIF rate. However, during the last billing year, this rate difference negatively impacted the Agency's cash flow by approximately $2,923.

Staff have determined that the Agency can provide for deferral requests up to the pre-Monterey maximum deferral amount of $30,152,312 within its cash flow, if needed to accommodate the MU requests. (See Column 9 of Attachment 1). As in the past, the minimum deferral portion ($16,188,635) shall be allocated and administered in accordance with the MU deferral amendments. With respect to the amount in excess of the minimum deferral ($11,220,034), staff recommends that it also be allocated to the requesting MUs, provided that those MUs agree to pay interest on said increment at the greater of the SMIF rate or the KCT rate. This interest provision will avoid any impacts to the Agency's cash flow.

In the event that another eligible MU requests to participate in the deferral prior to December 5, 2026, it may be necessary for Agency staff to reapportion the deferral amounts among requesting MUs. The reapportionment would not affect the Agency's total maximum deferral, but could potentially reduce the excess deferral amounts among the requesting MUs.

Note that the maximum deferral creates a situation whereby, if one of the deferring MUs defaults, there would be a shortfall in the amount of money available to pay the capital costs on behalf of other MUs that did not defer. This situation is not considered a major concern since there is no indication that any of the deferring MUs are at risk of defaulting.

Staff recommend that the Board of Directors approve exceeding the minimum deferral available to each MU, if necessary, using the methodology shown on the attached table. However, the Agency's current willingness to allow MUs to defer above their minimum amount and to allow total deferrals above the Agency's maximum deferral amount with the State is not intended to set a precedent for future deferrals.

Kern County Water Agency

Deferral of 2027 SWP Obligation due January 4, 2027

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
			Minimum Deferral						Maximum Deferral
						For MUs Requesting Deferral			
	Total 2027 SWP Obligation ($)	2027 SWP Costs Due 1/04/27 (Col 1 x 60%) ($)	Deferable Cap. Cost Portion of Col 2 ($)	Minimum Deferral MUs Requesting Deferral ($)	Minimum Deferral MUs Not Requesting Deferral ($)	Basis for Allocation (Col 4) (%)	Reallocation of Remaining Deferable Cap Cost ($)	Allocation of Cap. Cost Associated with Ag Trust Fund Pmt. ($)	Minimum Deferral Plus Realloc Plus Ag Trust Pmt. (Col 4+7+8) ($)
Member Unit:									
Berrenda Mesa	17,905,996	10,743,597	2,804,764	2,804,764	0	0.173255	2,419,279	0	5,224,043
Lost Hills	19,461,874	11,677,124	3,179,061	3,179,061	0	0.196376	2,742,133	0	5,921,194
Belridge	21,340,271	12,804,162	3,486,302	3,486,302	0	0.215355	3,007,146	0	6,493,448
Buttonwillow	11,324,185	6,794,511	1,919,486		1,919,486	0.000000	0	0	0
Pond-Poso	9,188,409	5,513,045	1,559,969		1,559,969	0.000000	0	0	0
Semitropic	661,886	397,132	111,108		111,108	0.000000	0	0	0
Cawelo [1]	5,908,439	3,545,063	1,001,313		1,001,313	0.000000	0	0	0
Improvement Dist 4 - Ag [1]	1,430,483	858,290	217,072		217,072	0.000000	0	0	0
Improvement Dist 4 - M&I [1]	11,923,933	7,154,360	1,940,063		1,940,063	0.000000	0	0	0
Rosedale-Rio Bravo	4,606,312	2,763,787	779,568		779,568	0.000000	0	0	0
Buena Vista	3,155,504	1,893,302	535,398		535,398	0.000000	0	0	0
Kern Delta	3,940,119	2,364,071	667,554		667,554	0.000000	0	0	0
Henry Miller [1]	5,259,025	3,155,415	892,306		892,306	0.000000	0	0	0
West Kern - M&I [1]	3,024,825	1,814,895	494,100		494,100	0.000000	0	0	0
West Kern - Ag [1]	1,389,437	833,662	226,962		226,962	0.000000	0	0	0
Wheeler Ridge-Maricopa	44,189,078	26,513,447	6,718,508	6,718,508	0	0.415014	5,795,120	0	12,513,627
Tehachapi-Cummings - Ag	1,405,795	843,477	158,565		158,565	0.000000	0	0	0
Tehachapi-Cummings - M&I	2,261,573	1,356,944	313,001		313,001	0.000000	0	0	0
Tejon-Castac (M&I) [1]	430,897	258,538	43,943		43,943	0.000000	0	0	0
Tejon-Castac (AG)	1,027,945	616,767	119,694		119,694	0.000000	0	0	0
KCWA - ERF	1,471,894	883,137	239,931		239,931	0.000000	0	0	0
Sub-Total	171,307,880	102,784,728	27,408,669	16,188,635	11,220,034	1.000000	13,963,677	0	30,152,312
Zones of Benefit 17, 18 & 19	16,858,922	10,115,353	2,743,643		2,743,643				
Total	188,166,801	112,900,081	30,152,312	16,188,635	13,963,677	1.000000	13,963,677	0	30,152,312

[1] - These Member Units do not have a deferral option in their contract.

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4a

FROM: Micah Clark

DATE: November 18, 2026

SUBJECT: Ratification of the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Temporary Replacement of the N-2 Siphon

Issue:
Consider ratifying the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Temporary Replacement of the N-2 Siphon.

Recommended Motion:
Ratify the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Construction of Temporary Replacement of the N-2 Siphon, subject to approval of General Counsel as to legal form, as outlined in the November 18, 2026, staff memorandum to the Water Resources Committee, Agenda Item No. 4a.

Discussion:
The Kern Water Bank Authority (Authority) desires to temporarily replace the existing N-2 Siphon (Project). The Project consists of removing and replacing the existing pipe which has degraded. The Project is intended to restore operational reliability until a permanent turnout can be constructed. Construction of the Project requires a 24-hour shutdown of the Cross Valley Canal (CVC) and will only occur if operations allow. The Authority has been informed and understands that the Agency will not alter operations to facilitate this Project.

The Authority is not a CVC Participant and cannot construct facilities on the CVC; therefore, the Agency, as CVC Participant, has agreed to sponsor the Project. As time was of the essence during a brief CVC shutdown, Agency staff executed the Agreement Between the Kern County Water Agency and the Kern Water Bank Authority for Temporary Replacement of the N-2 Siphon (Agreement) to allow the Agency to construct the Project on behalf of the Authority. Unfortunately, Nicholas Construction Inc. was not able to construct the temporary replacement during the CVC shutdown window. The Agreement, provided as Attachment 1, indemnifies the Agency and CVC Participants from any liability associated with the construction and operation of the Project. The Authority will reimburse the Agency for all costs associated with the construction, operation and maintenance of the Project.

Agency staff have reviewed the Agreement and recommend its ratification.

AGREEMENT BETWEEN
THE KERN COUNTY WATER AGENCY
AND THE KERN WATER BANK AUTHORITY
FOR TEMPORARY REPLACEMENT OF THE N-2 SIPHON

This agreement ("Agreement") is made this 10th day of November, 2026, between the Kern County Water Agency (Agency) and the Kern Water Bank Authority (Authority).

WHEREAS, the Agency owns and operates the Cross Valley Canal (CVC) on behalf of the CVC "Participants," as defined in the operative contract for operation of the CVC; and

WHEREAS, the Authority owns and operates the Kern Water Bank (KWB) on behalf of the Authority's member entities, sometimes referred to as the Kern Water Bank Participants; and

WHEREAS, in 1995, the Agency and Authority executed a Transfer and Exchange Agreement, attached hereto as Exhibit A, which, among other things, transferred approximately 19,980 acres of real property (Kern Water Bank Property) from the Agency to the Authority; and

WHEREAS, the Authority adopted an Addendum to the Final Program Environmental Impact Report on the Monterey Agreement (SCH# 95023035), certified by the Central Coast Water Authority on or about October 26, 1995, which EIR included the transfer of the Kern Water Bank Property and which Addendum related specifically to the Authority's KWB project implementation on such property acquired by the Authority, and, subsequently, in 2016, the California Department of Water Resources as lead agency certified the 2016 Monterey Plus Revised EIR (REIR) for KWB development and continued use and operation on the Kern Water Bank Property (SCH# 2003011118), and the Authority as responsible agency considered the REIR in making its determination to continue use and operation of the KWB; and

WHEREAS, the Authority desires to temporarily replace a siphon from the CVC to the N-2 pond located on the Kern Water Bank Property, commonly known as the "N-2 Siphon", which is in need of repair or replacement, to restore the reliability and ability of the facility to convey water between the CVC to the Kern Water Bank Property, until a permanent replacement can be constructed; and

WHEREAS, the Authority shall enter into a separate agreement with the Agency for the design and construction of a turnout facility to replace the N-2 Siphon as provided below, and the contemplated temporary replacement of the N-2 Siphon shall not be used to prolong commencement of the project to replace the facility with a turnout structure; and

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED by the Parties hereto as follows:

1. Project Description
    a. The existing N-2 Siphon is degraded and in need of immediate repair or replacement. To ensure the siphon can function and deliver water to and from the Kern Water Bank Property for recharge and recovery until a replacement turnout can be constructed, the existing N-2 Siphon will be temporarily replaced with a pipe of similar diameter at the same site and with similar operational capacity to the N-2 Siphon ("Replacement N-2 Siphon"), with the precise size of the pipe necessary to restore and achieve said operational capacity being determined by Agency staff in its reasonable judgment.
    b. Within two (2) years of the effective date of this Agreement, unless mutually extended by both the Agency and the Authority, the Agency and the Authority agree to use best efforts to enter into a separate agreement to (1) remove the Replacement N-2 Siphon and

(2) construct a new turnout facility at either the existing N-2 Siphon location or a mutually agreed to alternate location on mutually agreeable terms and conditions.

2. Construction
    a. The Agency shall construct the Replacement N-2 Siphon, including any necessary modifications to the CVC. Prior to commencing any construction, the Agency shall provide the Authority with evidence of insurance, including additional insured endorsements, and evidence of its Project Contractors' Project Contracts (as those terms are defined in Article 15(e) below) indemnification and third-party beneficiary provisions, required by Articles 5, 9, and 16, below.
    b. The Agency is responsible for obtaining any necessary approvals to construct the described facilities which activities may include, but are not limited to, design approval, encroachment permits and environmental clearances. Copies of any approvals and associated documents shall be submitted to the Authority.
    c. The Agency shall ensure all construction, including site restoration, is completed to its satisfaction.
    d. Construction costs shall be reimbursed by the Authority as provided in Article 7, below.

3. Drawings, Specifications and Data
The temporary replacement of the N-2 Siphon, i.e., the Replacement N-2 Siphon, shall not require the development of formal specifications or drawings, including as-builts, either prior to or after construction. The Agency, in its sole discretion, shall develop a scope of work for the selected contractor to implement. A copy of the scope of work shall be furnished to the Authority's representative:

    Mr. Joe Butkiewicz
    Kern Water Bank Authority
    1620 Mill Rock Way #500
    Bakersfield, CA 93311
    joeb@kwb.org

4. Warning Devices
The Agency shall furnish, erect and maintain fences, barriers, lights and signs and provide flag-persons or guards as are reasonably necessary to protect persons and property from the construction of the facilities pursuant to this Agreement. Adequate warning shall be provided by the Agency of any dangerous condition to be encountered as a result thereof or as a result of any right exercised or duty performed under this Agreement.

5. Insurance During Construction
    a. Throughout the period of construction under this Agreement, and continuing until completion of construction, the Agency shall maintain evidence of insurance against all claims and liability for which the Agency may be liable under this Agreement and include the Authority and the CVC Participants, and their respective directors, officers, member entities, employees, representatives, and agents, named as additional insureds in:
        i. Liability insurance policies with limits of not less than $1,000,000 each occurrence and $5,000,000 aggregate. The policies are to provide coverage for premises operations, products/completed operations, and independent contractors. The required coverage and limits can be provided with a combination of general liability and umbrella/excess liability policies.
        ii. Auto liability with a limit of no less than $1,000,000 each accident. Coverage shall be for all owned, hired, and non-owned autos.

iii. Workers' compensation insurance that satisfies California statutory limits and with employers' liability of no less than $1,000,000. The workers' compensation policy shall include a waiver of subrogation in favor of the Agency.

b. The Agency shall require, in its Project Contracts, that its Project Contractors procure and maintain insurance meeting the requirements of this Article .

i. *Additional-insured endorsements.* The Project Contractors' commercial general liability (and any umbrella/excess) coverage shall include the Agency, the Authority, and the CVC Participants, and their respective directors, officers, member entities, employees, representatives, and agents, as additional insureds by scheduled endorsement naming the Authority, covering both ongoing operations (e.g., ISO form CG 20 10 or equivalent) and completed operations (e.g., ISO form CG 20 37 or equivalent). Completed-operations additional-insured coverage shall be maintained for not less than 10 years after completion of the work. The additional-insured coverage shall provide the broadest protection permitted, except that, consistent with Insurance Code section 11580.04, it need not provide duty-of-indemnity coverage for a Party's own active negligence in any case where indemnifying that additional insured would be invalid under Civil Code section 2782(b).

ii. *Waiver of subrogation.* The Project Contractors' workers' compensation and liability policies shall include a waiver of subrogation in favor of both the Agency and the Authority**.**

iii. *Notice of cancellation.* The Agency and the Authority each shall be given not less than 30 days' prior written notice of cancellation or non-renewal of any policy on which it is an additional insured.

iv. *Deductibles/self-insurance.* The Project Contractors shall be responsible for the payment of any deductibles or self-insured retentions. Any policy containing deductibles or self-insured retentions in excess of $25,000 shall be subject to the prior written approval of both the Agency and the Authority.

c. The Authority will not be responsible for any premiums, deductibles, or assessments on the policies. In the event such insurance coverage expires at any time during the period of construction, the Agency will obtain at least 30 days prior to such date of expiration, a new certificate of insurance evidencing coverage as provided for herein. New certificates of insurance shall be subject to approval by the Agency for compliance with the terms of this Agreement.

6. Ownership, Operation and Maintenance of Facilities

Upon completion of the construction, the Replacement N-2 Siphon will be owned by the Agency and the Authority shall have the exclusive right to use 100 percent of the capacity of the Replacement N-2 Siphon. Subject to the Authority's payment of costs under Article 7(a), below, the Agency shall be responsible for the operation and maintenance of the Replacement N-2 Siphon on behalf of the Authority for conveyance of water between the CVC and the Kern Water Bank Property for the benefit of the Authority, subject to the Agency's agreement with the CVC Participants, i.e., 2010 CVC Operations Agreement. The Authority shall reimburse the Agency for all operations and maintenance costs in accordance with Article 7.

7. Costs and Invoicing

a. Notwithstanding Article 9, the Authority shall pay 100 percent of all costs associated with the construction, operation and maintenance of the Replacement N-2 Siphon. The construction costs include, but are not limited to, construction costs, Agency administrative expenses, consultant costs, and environmental compliance costs. All such costs charged to the Authority shall not exceed 100 percent of the Agency's actual costs

for said construction, operation and maintenance, and shall not include any markup by the Agency. For avoidance of any doubt, nothing in this Agreement shall be used to interpret or construe the meaning of any terms or provisions of the Agreement between the Kern County Water Agency and the Kern Water Bank Authority for Construction and Operation of the Nord Turnout, dated April 23, 2026, or set a precedent for any future agreement between the Parties.

b. The Agency shall submit invoices to the Authority not more than once per month. Payment will be due 30 days from the date of the invoice consistent with the Agency's agreement with the CVC Participants, i.e., 2010 CVC Operations Agreement.

c. Any amount that is unpaid after the due date shall accrue interest at a rate of one (1) percent per month on the unpaid balance until the balance is paid.

8. CVC Protection During Construction

Protection and maintenance of the integrity of the CVC shall be the primary concern of all parties to this Agreement in all activities related to the construction of the Replacement N-2 Siphon. If, in the reasonable judgement of the Agency, the construction work threatens to impact the operations or integrity of the CVC, related levees or structures during such construction, the Agency may order the construction activity to be halted immediately, and the Agency may restore the site or cause the site to be restored to a condition the Agency determines in its reasonable judgment to be necessary and to take other action as the Agency reasonably determines necessary to protect the CVC, including its operations. Subject to and without limiting the Authority's rights under Articles 9, 15, and 16, to the extent the Agency is not able to recover any costs incurred to restore the CVC from any Project Contractor or through insurance (but excepting any costs resulting from the Agency's or its officer's or employee's negligent or willful acts or omissions), the Authority shall reimburse the Agency in accordance with Article 7 for all costs to restore the CVC and/or its operations, including replacing displaced water supplies if operations are disrupted. The Authority shall pay each such invoice when due without awaiting recovery from any Project Contractor or insurer.

9. Liability

(a) The Agency, its agents, employees and contractors, including its Project Contractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Authority. Likewise, the Authority, its agents, employees and contractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Agency.

(b) Subject to and without limiting Authority's rights under Articles 15 and 16, to the extent the Agency is not able to recover any damages incurred in relation to any claim or other liability relating performance of this Agreement from any Project Contractor or through insurance (but excepting any costs resulting from the Agency's or its officer's or employee's negligent or willful acts or omissions), the Authority shall be responsible for any damages, including but not limited to, personal injury, displaced water or property damage, that may arise out of facilities constructed or rights the Authority has exercised pursuant to this Agreement, or which may otherwise arise out of the actions of the Authority under this Agreement, excepting only such injury, damage or loss caused by the negligence or willful misconduct of the Agency or its officers or employees.

(c) Subject to the provisions of subdivision (b), to the fullest extent permitted by law, the Agency shall indemnify and hold harmless, and shall, as applicable, cause Agency's Project Contractors in their respective Project Contracts with the Agency to indemnify and hold harmless, the Authority, and its directors, officers, member entities, representatives,

employees, and agents (collectively, the "Authority Indemnitees"), from and against any and all claims, demands, suits, actions, liabilities, losses, damages (including personal injury, death, property damage, and displaced water), costs, and expenses (including reasonable attorneys' and consultants' fees), collectively "Claims," that arise out of, pertain to, or relate to the design, construction, construction management, site restoration, or removal, of the N-2 Siphon or Replacement N-2 Siphon performed by the Agency or its Project Contractor(s) pursuant to this Agreement, including the acts or omissions of the Agency, its officers, employees, agents, and its Project Contractor(s) and their subcontractors of any tier. The Agency's obligations under this subsection shall not extend to, and shall not require the Agency to indemnify the Authority Indemnitees against, that portion of any Claim or Claims arising out of the sole negligence, active negligence, or willful misconduct of the Authority Indemnitees, as and to the extent such indemnity is prohibited by Civil Code sections 2782 and 2782.05.

(d) Upon tender by any Authority Indemnitee pursuant to subdivision (c), the Agency shall, at its own expense, immediately defend any suit or action brought against the Authority Indemnitees founded upon any such Claim. This duty to defend arises upon tender of a Claim that alleges facts within subdivision (c), is independent of and broader than the duty to indemnify, and does not depend on any ultimate determination of fault or on whether indemnity is finally owed. The Authority may, at its option, participate in its own defense through counsel of its choosing at the Agency's reasonable expense, or conduct its own defense as provided in Civil Code section 2778.

(e) In the event a claim of liability for which the Authority is responsible (i.e., arising out of the acts or omissions of the Authority and not within subdivision (c)) is instituted against the Agency, or any of its departments, officers, or employees, the Authority shall defend, indemnify, and hold the Agency and such persons harmless from such claim, excepting only such injury, damage, or loss caused by the negligence or willful misconduct of the Agency or its officers or employees.

(f) The indemnity and defense obligations in this Article are in addition to, and not limited by, the insurance required under Article 5.

10. Opinions and Determinations

Where the terms of this Agreement provide for action to be based on the satisfaction, opinion, judgement, approval, review or determination of any party hereto, such terms are not intended to be, and never shall be construed as, permitting such satisfaction, opinion, judgement, approval, review or determination to be arbitrary, capricious or unreasonable.

11. Compliance with All Laws

In exercising rights under this Agreement, including but not limited to removal of the N-2 Siphon and construction of the Replacement N-2 Siphon, the Agency and the Authority and their respective contractors and consultants, including the Agency's Project Contractors, shall comply with all applicable laws and regulations, including, but not limited to, minimum applicable performance and payment bonding requirements for the construction, provided, however, the Authority shall be responsible for 100 percent and the Agency shall be responsible for 0 percent of the costs of complying with all applicable laws and regulations including, but not limited to: the California Environmental Quality Act, the Federal and California Endangered Species Acts, Fish and Game Code sections 1602-1603 and the Clean Water Act, and for securing any required consent, permit or order required thereof.

12. Assignment
No assignment or transfer of this Agreement or any part hereof, rights hereunder or interest herein, by the Authority shall be valid unless and until the assignment or transfer is approved in writing by the Agency and made subject to such reasonable terms and conditions as the Agency may require.

13. Term
This Agreement shall become effective upon execution and shall remain effective until the Replacement N-2 Siphon is decommissioned and all invoicing and payments described in Article 7 are completed, provided, however, Articles 7, 8, 9 and 15 shall survive expiration and termination of this Agreement.

14. Claims Dispute
In the event of a dispute regarding interpretation or implementation of this Agreement, the Agency's General Manager and the Authority's General Manager shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any party may at its option pursue any available legal remedy, including, but not limited to, injunctive or other equitable relief.

15. Assignment of Agency's Rights Against Project Contractors**.**

(a) Grant and Covenant to Assign. To the fullest extent assignable, the Agency hereby covenants to assign to the Authority upon written demand as provided in subsection (b), all of the Agency's right, title, and interest in, to, and under the Project Contracts (as defined in subdivision (e) below), including without limitation all guaranties, warranties, indemnities, insurance rights, and other undertakings (whether written, oral, or statutory) covering the quality, specifications, timeliness, or performance of the work or materials, and all claims, demands, causes of action, choses in action, rights, and remedies of the Agency against any Project Contractor arising out of, pertaining to, or relating to the Project Contracts or the work performed thereunder (collectively, the "Assigned Rights"), together with all incidents of the foregoing.

(b) Demand; Effective Date. The Authority may demand in writing delivered to the Agency assignment of any or all of the Assigned Rights at any time by delivering written notice to the Agency identifying the Assigned Rights to be assigned. Within fifteen (15) days after receipt of such notice, the Agency shall execute and deliver to the Authority a written assignment, in form reasonably acceptable to the Authority, confirming the transfer of the identified Assigned Rights. If the Agency fails to execute and deliver such assignment within that period, the assignment of the identified Assigned Rights shall be effective automatically upon expiration of the period, by operation of this Article and without the need for any further instrument.

(c) Effect of Assignment. Upon assignment, the Authority shall succeed to and be entitled to exercise and enforce the Assigned Rights, in its own name, directly against the Project Contractor(s), to the same extent the Agency could have done so. The Authority shall take the Assigned Rights subject to the terms of the applicable Project Contracts and to all defenses the Project Contractor had against the Agency before notice of the assignment. Assignment of any Assigned Right shall not, by itself, relieve the Agency of any obligation owed by the Agency to the Authority under this Agreement. The Agency will retain all rights not assigned, including its claims for its own losses and its obligations to the CVC Participants and the Agency shall not be

required under this section to release, settle or compromise any claim in a manner that prejudices the Agency's retained rights or its recovery from the same Project Contractor, surety or insurer.

(d) Agency Covenants and Representations. The Agency represents and covenants that (i) it has, or upon execution will have, the right to assign the Project Contracts and the Assigned Rights to the Authority as provided in this Article; (ii) it shall require each Project Contract to include the Project Contractor's written consent to the assignment contemplated by this Article and the Project Contractor's agreement, upon written notice from the Authority of its exercise of rights under this Article, to recognize and perform for the benefit of the Authority as it would for the Agency; (iii) it shall not release, waive, settle, compromise, amend, or terminate any material Assigned Right, or any Project Contract, in a manner that materially impairs the Assigned Rights, without the Authority's prior written consent, not to be unreasonably withheld; and (iv) upon the Authority's request, it shall execute and deliver such further instruments and take such further actions as are reasonably necessary to vest, perfect, and enforce the Assigned Rights in the Authority.

(e) Project Contracts and Project Contractors Definitions. "Project Contract" and "Project Contracts," as used in this Agreement, means each and all contracts, subcontracts, purchase orders, consultant agreements, and other agreements entered into by or on behalf of the Agency with any third-party contractor, subcontractor, consultant, supplier, or other person for the performance of design, construction, construction management, site restoration, removal, or other work on or relating to the N-2 Siphon or the Replacement N-2 Siphon under this Agreement (each such person, a "Project Contractor" and collectively "Project Contractors"), together with all amendments, modifications, renewals, and extensions thereof.

16. Authority as Third-Party Beneficiary of Project Contracts.

The Agency shall cause each Project Contract to name the Authority and the Authority Indemnitees as express intended third-party beneficiaries, with the direct right to enforce, of each provision of the Project Contract for their benefit, including without limitation the provisions governing scope and quality of work, bonds, warranties and guaranties, insurance, indemnity and defense, and performance and completion. The Authority shall notify the Agency in writing at least seven (7) days in advance of any communication from the Authority to the Project Contractor in the event the Authority determines to communicate with the Project Contractor as a third party beneficiary under the Project Contract to afford the Agency and Authority the opportunity to collaborate on any potential actions to be taken with respect to the Project Contractor and to avoid any potential duplicative actions. A motivating purpose of the Agency in entering into each Project Contract is to confer the benefit of these provisions on the Authority and the Authority Indemnitees, and the Agency shall not agree to any Project Contract term that disclaims, limits, or conditions that beneficiary status. The Agency shall include in each Project Contract substantially the following provision:

Operative clause for insertion into each Project Contract (part (b)):

> **Third-Party Beneficiaries.** The parties acknowledge and agree that the Kern Water Bank Authority (the "Authority"), together with its directors, officers, member entities, representatives, employees, and agents (collectively with the Authority, the "Authority Beneficiaries"), is and are express intended third-party beneficiaries of this Contract. The parties enter into this Contract with the motivating purpose, among others, of conferring upon the Authority Beneficiaries the benefit of the Contractor's obligations under this Contract, including without limitation all obligations relating to the scope and quality of the work, bonds, warranties and guaranties, insurance, indemnity and defense, and performance and completion. The Authority Beneficiaries shall each have the direct and

independent right to enforce such obligations against the Contractor in their own name, and permitting such enforcement is consistent with the objectives of this Contract and the reasonable expectations of the parties. This provision confers enforceable rights upon the Authority Beneficiaries and is intended to survive completion of the work. No other person is a third-party beneficiary of this Contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

Kern County Water Agency

By: Lauren Bauer Digitally signed by Lauren Bauer Date: 2026.11.10 09:44:41 -08'00'

Title: Water Resources Manager

Date: November 10, 2026

Kern Water Bank Authority

By: _____

Title: General Manager

Date: November 9, 2026

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4b

FROM: Micah Clark

DATE: November 18, 2026

SUBJECT: Authorization to Approve the 2027 Pioneer Project Budgets

Issue:
Consider approving the 2027 Pioneer Project Budgets.

Recommended Motion:
Approve the following actions as outlined in the November 18, 2026, staff memorandum to the Water Resources Committee, Agenda Item No. 4b:

(a) Approve the 2027 Pioneer Project annual and capital budgets and direct Kern County Water Agency staff to invoice the Pioneer Project Participants; and

(b) Authorize payment of the Kern County Water Agency's share of the Pioneer Project annual budget in the amount of $270,471.

Discussion:
Pursuant to the Pioneer Project Participation Agreement, Kern County Water Agency (Agency) staff and the Pioneer Project Participant (Participant) Budget Subcommittee (Subcommittee) have developed the 2027 Pioneer Project annual and capital project budgets (Budgets). The Budgets for 2027 are approximately $2,665,000 less than the 2026 Budgets. The decrease is attributed to the completion of several capital projects in 2026.

The Participants, including Improvement District No. 4, have approved the Budgets as shown on the tables provided as Attachment 1. Table 1 shows the recommended Budgets. Tables 2 through 7 display the details of each budget category, and Tables 8 and 9 show the allocation of the Budgets to each Participant. The Agency's share of the 2027 Pioneer Project annual budget is $270,471. The Agency's Fiscal Year 2026-27 Budget includes $412,600 for the Agency's share of the Pioneer Project annual budget. Approval of the 2027 Budget authorizes expenditure for all items that are not included in the Agency's Fiscal Year 2026-27 budget. These costs are reimbursed by the Participants and there is no fiscal impact to the Agency.

TABLE 1

11/13/2026

Pioneer Project
2027 Budget
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					**2027**
		Budget	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
Administration (Table 2)…….….....		$ 1,536,800	$ 318,600	$ 197,200	$ 515,800	$ 1,021,000	$ 1,809,900
Recharge O&M (Table 3)……..….....		653,700	163,800	231,900	395,700	258,000	757,800
Recovery O&M (Table 4)…….....		982,100	343,700	207,200	550,900	431,200	1,137,400
Subtotal		**3,172,600**	**826,100**	**636,300**	**1,462,400**	**1,710,200**	**3,705,100**
Replacement - Recharge Facilities (Table 5)….....		3,234,500	1,174,500	1,319,900	2,494,400	740,100	1,274,900
Capital - Recharge Facilities (Table 6)…….....		1,236,000	803,400	48,100	851,500	384,500	-
Capital - Recovery Facilities (Table 7)…….....		87,000	7,200	900	8,100	78,900	85,100
Subtotal		**4,557,500**	**1,985,100**	**1,368,900**	**3,354,000**	**1,203,500**	**1,360,000**
Total…….....		**$ 7,730,100**	**$ 2,811,200**	**$ 2,005,200**	**$ 4,816,400**	**$ 2,913,700**	**$ 5,065,100**

TABLE 2

11/13/2026

Pioneer Project
2027 Budget
Administration [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 91,600**	**$ 13,329**	**$ 6,660**	**$ 19,989**	**$ 71,611**	**$ 94,500**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance [2]							
Subtotal		**281,500**	**6,900**	**35,000**	**41,900**	**239,600**	**81,500**
4. Administration [3]							
Subtotal		**127,050**	**50,803**	**39,260**	**90,063**	**36,987**	**132,000**
5. Professional Services [4]							
Subtotal		**14,250**	**-**	**-**	**-**	**14,250**	**14,250**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
7. Pioneer survey of record	Professional Services	**-**	**14,952**	-	**14,952**	**(14,952)**	**-**
8. Sustainable Groundwater Management Act							
	Agency Staff, Administration	268,400	121,737	60,870	182,607	85,793	276,400
	Professional Services	180,000	31,829	15,910	47,739	132,261	180,000
	Basin Fees [5]	200,000	79,035	39,520	118,555	81,445	200,000
Subtotal		**648,400**	**232,601**	**116,300**	**348,901**	**299,499**	**656,400**
9. Property fencing - bike path							
	Agency Staff, Administration	34,000	-	-	-	34,000	45,500
	Professional Services	52,000	-	-	-	52,000	58,000
	Structures and Improvements [6]	288,000	-	-	-	288,000	315,000
Subtotal		**374,000**	**-**	**-**	**-**	**374,000**	**418,500**
10. O&M Center Modernization [7]							
	Agency Staff, Administration	-	-	-	-	-	54,700
	Professional Services [8]	-	-	-	-	-	20,300
	Structures and Improvements [40%]	-	-	-	-	-	337,700
Subtotal		**-**	**-**	**-**	**-**	**-**	**412,700**
Total		**$ 1,536,800**	**$ 318,600**	**$ 197,200**	**$ 515,800**	**$ 1,021,000**	**$ 1,809,900**
2026 Rollover Funds [9]							**$ (500,000)**
2027 Net Collection							**$ 1,309,900**

[1] This budget is reimbursed by all Pioneer Participants and includes administration of leases, easements, storage accounts, budgets, attending meetings, collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

[2] Includes $1,300 for water quality sampling for the Kern Fan Monitoring Committee and $80,000 for tree removal in 2027.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $6,000 for safety coordinator and $750 for public education and outreach consultant.

[5] Funds can be utilized for coordination fees, Kern Non-Districted Lands Authority and/or mitigation as needed.

[6] Assumes $20/foot of 5-strand barbed wire with seven access gates (for a total of 9,000 feet). A 15 percent contingency is included for 2027.

[7] The O&M Center Modernization project is allocated based on Water Resources field staff time from 2019-2025. Pioneer's share is approximately 14 percent. The allocation is subject to reconciliation.

[8] Includes $20,300 for design.

[9] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

[40%] Payment of $337,700 deferred to forty percent billing cycle.

TABLE 3

11/13/2026

Pioneer Project
2027 Budget
Recharge O&M [1,2]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits [3]	Agency Staff	**$ 170,000**	**$ 64,405**	**$ 182,200**	**$ 246,605**	**$ (76,605)**	**$ 294,800**
2. Operations [4]							
Subtotal		**5,500**	**1,700**	**850**	**2,550**	**2,950**	**5,500**
3. Maintenance [5]							
Subtotal		**181,900**	**12,222**	**6,100**	**18,322**	**163,579**	**131,900**
4. Administration [6]							
Subtotal		**181,300**	**85,492**	**42,750**	**128,242**	**53,058**	**181,300**
5. Professional Services [7]							
Subtotal		**62,500**	**-**	**-**	**-**	**62,500**	**62,500**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
7. Recharge Optimization Study [8]							
	Agency Staff, Administration	2,500	-	-	-	2,500	11,800
	Professional Services	50,000	-	-	-	50,000	70,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**52,500**	**-**	**-**	**-**	**52,500**	**81,800**
Total		**$ 653,700**	**$ 163,800**	**$ 231,900**	**$ 395,700**	**$ 258,000**	**$ 757,800**
2026 Rollover Funds [9]							**$ (20,000)**
2027 Net Collection							**$ 737,800**

[1] This budget is reimbursed by all Pioneer Participants and includes administrative items and maintaning levees, roads, canals and channels as needed, pursuant to the annual levee inspection, maintenance and restoration program. Dredging of James Canal will be evaluated each year.

[2] The annual recharge operations and maintenance fee is $7 per acre-foot.

[3] Includes $150,000 for weed maintenance in 2027.

[4] Includes PG&E standby charges for the Section 4 pump.

[5] Includes maintenance of interbasin structures, electrical and mechanical repairs, parts and equipment.

[6] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[7] Includes $7,500 for database development, $4,000 for Avadine database and reporting, including software updates as needed, in addition to $51,000 for assistance with maintaining levees, roads, canals and channels as needed.

[8] Includes evaluation of potential recharge pond modifications to Pioneer Central and Pioneer South based on the aerial photogrammetry results.

[9] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

TABLE 4

11/13/2026

Pioneer Project
2027 Budget
Recovery O&M [1,2]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	$ 130,000	$ 164,030	$ 82,010	$ 246,040	$ (116,040)	$ 293,800
2. Operations [3]							
Subtotal		106,000	12,100	6,050	18,150	87,850	106,000
3. Maintenance [4,5]							
Subtotal		207,600	69,413	50,940	120,353	87,247	199,100
4. Administration [6]							
Subtotal		206,300	98,137	67,950	166,087	40,213	206,300
5. Professional Services [7]							
Subtotal		32,200	-	-	-	32,200	32,200
6. Structures and Improvements [8]							
Subtotal		300,000	-	250	250	299,750	300,000
7. Arc Flash update [9]	Professional Services	-	-	-	-	-	-
Total		$ 982,100	$ 343,700	$ 207,200	$ 550,900	$ 431,200	$ 1,137,400
2026 Rollover Funds [10]							$ (300,000)
2027 Net Collection							$ 837,400

[1] This budget is reimbursed by the Recovery Participants and the Agency and includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.

[2] The annual recovery operations and maintenance fee is $45 per acre-foot.

[3] Includes PG&E power, standby and demand charges. Budget assumes starting all 38 wells during winter rates.

[4] Includes sampling of one-third of wells every three years and four additional wells, along with electrical and mechanical repairs, chemicals, parts and equipment.

[5] Includes $90,000 for electrical breakers and/or soft starts and $30,000 for additional electrical equipment.

[6] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[7] Includes $7,500 for database development, $4,000 for Avadine database and reporting, including software updates as needed, in addition to $10,200 for well efficiency and discharge sand production testing.

[8] Two wells are planned for pump maintenance.

[9] Next Arc Flash update needed in 2028.

[10] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

Pioneer Project
2027 Budget
Replacement - Recharge Facilities [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Basin #9							
	Agency Staff, Administration	500	9,203	4,600	13,803	(13,303)	-
	Professional Services [2]	5,000	7,614	-	7,614	(2,614)	-
	Structures and Improvements	-	229,829	-	229,829	(229,829)	-
Subtotal		**5,500**	**246,646**	**4,600**	**251,246**	**(245,746)**	**-**
2. Nord Siphon Turnout [3]							
	Agency Staff, Administration	125,800	69,873	55,927	125,800	-	1,000
	Professional Services [4]	88,500	48,234	40,266	88,500	-	10,000
	Structures and Improvements	1,169,713	734,088	435,625	1,169,713	-	-
Subtotal		**1,384,013**	**852,195**	**531,818**	**1,384,013**	**-**	**11,000**
3. Spare Section 4 Pump [5]							
	Agency Staff, Administration	40,500	-	12,500	12,500	28,000	50,200
	Professional Services	40,000	-	-	-	40,000	40,000
	Structures and Improvements	365,000	-	-	-	365,000	365,000
Subtotal		**445,500**	**-**	**12,500**	**12,500**	**433,000**	**455,200**
4. North Pioneer West Basin Levee Repair							
	Agency Staff, Administration	75,700	47,893	27,807	75,700	-	1,000
	Professional Services [6]	76,000	25,033	50,967	76,000	-	10,000
	Structures and Improvements	680,800	-	680,800	680,800	-	-
Subtotal		**832,500**	**72,926**	**759,574**	**832,500**	**-**	**11,000**
5. Maintain and repair canals and structures as needed [7]							
	Agency Staff, Administration	74,000	2,783	1,390	4,173	69,827	84,700
	Professional Services [8]	53,000	-	10,000	10,000	43,000	113,000
	Structures and Improvements	440,000	-	-	-	440,000	600,000
Subtotal		**567,000**	**2,783**	**11,390**	**14,173**	**552,827**	**797,700**
Total		**$ 3,234,500**	**$ 1,174,500**	**$ 1,319,900**	**$ 2,494,400**	**$ 740,100**	**$ 1,274,900**
2026 Rollover Funds [9]							**$ (500,000)**
2027 Net Collection							**$ 774,900**

[1] This budget is reimbursed by all Pioneer Participants and is based upon proportionate share of historic replacement fees collected through 2025.

[2] Includes $5,000 for rollover costs in 2026. However, remainder of project costs were refunded with the 2025 reconciliation in June 2026 and will be invoiced with the Pioneer annual billing in December 2026.

[3] Includes 50 percent of project costs, as the Kern Water Bank Authority has agreed to pay 50 percent.

[4] Includes $2,000 for biological services, $23,500 for bid and construction support, $15,000 for materials testing and $48,000 for construction management services in 2026. Includes $10,000 for rollover costs in 2027.

[5] Delivery will take approximately one year from date of purchase.

[6] Includes $5,000 for design, $20,000 for materials testing, $16,000 for bid and construction support and $35,000 for construction management services in 2026. Includes $10,000 for rollover costs in 2027.

[7] Includes funds for the replacement of interbasin structures in South Pioneer.

[8] Includes $5,000 for design, $25,000 for materials testing and $23,000 for bid and construction support in 2026. Includes $60,000 for construction management services, $30,000 for materials testing and $23,000 for bid and construction support in 2027.

[9] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

Pioneer Project
2027 Budget
Capital Budget - Recharge Facilities [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. North Pioneer Section 4 East Basin Turnout							
	Agency Staff, Administration	500	8,585	4,290	12,875	(12,375)	-
	Professional Services [2]	5,000	3,158	-	3,158	1,842	-
	Structures and Improvements	-	79,639	-	79,639	(79,639)	-
Subtotal		**5,500**	**91,382**	**4,290**	**95,672**	**(90,172)**	**-**
2. McAllister/Central and South Pioneer Delivery Improvements							
	Agency Staff, Administration	10,000	-	-	-	10,000	-
	Professional Services	-	-	-	-	-	-
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**10,000**	**-**	**-**	**-**	**10,000**	**-**
3. Basin 11 Turnout/Low Flow Channel							
	Agency Staff, Administration	17,900	5,918	11,982	17,900	-	-
	Professional Services [3]	12,000	12,000	-	12,000	-	-
	Structures and Improvements [4]	167,000	138,666	28,334	167,000	-	-
Subtotal		**196,900**	**156,584**	**40,316**	**196,900**	**-**	**-**
4. North Pioneer West Basin Weir Plan							
	Agency Staff, Administration	93,100	6,904	3,450	10,354	82,746	-
	Professional Services [5]	84,900	13,422	-	13,422	71,478	-
	Structures and Improvements	845,600	535,109	-	535,109	310,491	-
Subtotal		**1,023,600**	**555,435**	**3,450**	**558,885**	**464,715**	**-**
Total		**$ 1,236,000**	**$ 803,400**	**$ 48,100**	**$ 851,500**	**$ 384,500**	**$ -**
2026 Rollover Funds [6]							**$ -**
2027 Net Collection							**$ -**

[1] This budget is reimbursed by the Recharge Participants.

[2] Includes $5,000 for rollover costs in 2026. However, remainder of project costs were refunded with the 2025 reconciliation in June 2026 and will be invoiced with the Pioneer annual billing in December 2026.

[3] Includes construction management services and materials testing for the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

[4] Includes construction of the Basin 11 Turnout. Low Flow Channel costs are not included as they will be reimbursed by the Kern Water Bank Authority.

[5] Includes $57,000 for construction management services, $15,400 for materials testing and $12,500 for bid support in 2026.

[6] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

Pioneer Project
2027 Budget
Capital Budget - Recovery Facilities [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Groundwater transducer	Purchase	**$ 5,000**	**$ 4,672**	**$ -**	**$ 4,672**	**$ 328**	**$ 5,000**
2. Well site easements	Consultant	**7,000**	**-**	-	**-**	**7,000**	**7,000**
3. Metering Study [2]							
	Agency Staff, Administration	19,000	1,710	860	2,570	16,430	14,100
	Professional Services	56,000	855	-	855	55,145	59,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**75,000**	**2,565**	**860**	**3,425**	**71,575**	**73,100**
Total		**$ 87,000**	**$ 7,200**	**$ 900**	**$ 8,100**	**$ 78,900**	**$ 85,100**
2026 Rollover Funds [3]							**$ (30,000)**
2027 Net Collection							**$ 55,100**

[1] This budget is reimbursed by the Recovery Participants.

[2] Includes evaluation of the condition of existing meters and potential system-wide improvements.

[3] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

TABLE 8

Pioneer Project
Annual Budget by Participant
2027

	Administration			Recharge O&M			Recovery O&M [2]			Capital - Recharge		
2027 Budget	**$ 1,809,900**			**$ 757,800**			**$ 1,137,400**			**$ -**		
2026 Rollover Funds	**$ (500,000)**			**$ (20,000)**			**$ (300,000)**			**$ -**		
2027 Net Collection	**$ 1,309,900**			**$ 737,800**			**$ 837,400**			**$ -**		
Participant	60%	40% & Deferral [1]	Total	60%	40%	Total	60%	40%	Total	60%	40%	Total
Belridge WSD	57,846	72,053	129,899	43,899	29,266	73,165	79,436	52,957	132,393			0
Berrenda Mesa WD	57,846	72,053	129,899	43,899	29,266	73,165	79,436	52,957	132,393			0
Improvement District No. 4	34,027	42,384	76,411	25,823	17,216	43,039	46,727	31,151	77,878			0
Lost Hills WD	51,040	63,576	114,616	38,735	25,823	64,558	70,090	46,727	116,817			0
Semitropic WSD	47,638	59,337	106,975	36,152	24,102	60,254	65,417	43,612	109,029			0
Tejon-Castac WD	3,403	4,239	7,642	2,582	1,722	4,304	4,673	3,115	7,788			0
Wheeler Ridge-Maricopa WSD	88,470	110,198	198,668	67,140	44,760	111,900	121,490	80,994	202,484			0
Kern County Water Agency	48,610	60,548	109,158	36,890	24,593	61,483	35,171	23,447	58,618			0
Buena Vista WSD	48,610	60,548	109,158	36,890	24,593	61,483			0	0	0	0
Henry Miller WD	48,610	60,548	109,158	36,890	24,593	61,483			0	0	0	0
Kern Delta WD	48,610	60,548	109,158	36,890	24,593	61,483			0	0	0	0
Rosedale-Rio Bravo WSD	48,610	60,548	109,158	36,890	24,593	61,483			0	0	0	0
Total	**583,320**	**726,580**	**1,309,900**	**442,680**	**295,120**	**737,800**	**502,440**	**334,960**	**837,400**	**0**	**0**	**0**

[1] Deferred $337,700 from the O&M Center Modernization project to the forty percent billing cycle.
[2] Recovery O&M includes KCWA recovery at seven percent of its Reserved Right.

TABLE 9

Pioneer Project
Annual Budget by Participant
2027

	Replacement - Recharge [1]	Capital - Recovery	Total
2027 Budget	**$ 1,274,900**	**$ 85,100**	**$ 5,065,100**
2026 Rollover Funds	**$ (500,000)**	**$ (30,000)**	**$ (1,350,000)**
2027 Net Collection	**$ 774,900**	**$ 55,100**	**$ 3,715,100**

Participant	Budget	Credit [2]	Balance	60%	40%	Total	60%	40%	Total	60%	40% & Deferral	Total
Belridge WSD	80,407	0	80,407	48,244	32,163	80,407	5,620	3,747	9,367	235,045	190,186	425,231
Berrenda Mesa WD	62,175	0	62,175	37,305	24,870	62,175	5,620	3,747	9,367	224,106	182,893	406,999
Improvement District No. 4	18,093	0	18,093	10,856	7,237	18,093	3,306	2,204	5,510	120,739	100,192	220,931
Lost Hills WD	85,830	0	85,830	51,498	34,332	85,830	4,959	3,306	8,265	216,322	173,764	390,086
Semitropic WSD	48,723	0	48,723	29,234	19,489	48,723	4,628	3,086	7,714	183,069	149,626	332,695
Tejon-Castac WD	1,225	0	1,225	735	490	1,225	331	220	551	11,724	9,786	21,510
Wheeler Ridge-Maricopa WSD	66,523	0	66,523	39,914	26,609	66,523	8,596	5,730	14,326	325,610	268,291	593,901
Kern County Water Agency	41,212	0	41,212	24,727	16,485	41,212			0	145,398	125,073	270,471
Buena Vista WSD	105,363	0	105,363	63,218	42,145	105,363			0	148,718	127,286	276,004
Henry Miller WD	59,502	0	59,502	35,701	23,801	59,502			0	121,201	108,942	230,143
Kern Delta WD	62,348	0	62,348	37,409	24,939	62,348			0	122,909	110,080	232,989
Rosedale-Rio Bravo WSD	143,499	0	143,499	86,099	57,400	143,499			0	171,599	142,541	314,140
Total	**774,900**	**0**	**774,900**	**464,940**	**309,960**	**774,900**	**33,060**	**22,040**	**55,100**	**2,026,440**	**1,688,660**	**3,715,100**

[1] Replacement - Recharge allocation based upon proportionate share of historic replacement fees collected through 2025.
[2] Recharge Replacement Reserve credit not applied in 2027.

MEMORANDUM

TO: Water Resources Committee
Agenda Item No. 4c

FROM: Micah Clark

DATE: November 18, 2026

SUBJECT: Authorization to Approve the 2027 Berrenda Mesa Joint Water Banking Project Budget

Issue:
Consider approving the 2027 Berrenda Mesa Joint Water Banking Project Budget.

Recommended Motion:
Approve the 2027 Berrenda Mesa Joint Water Banking Project Budget and direct Kern County Water Agency staff to invoice the Berrenda Mesa Joint Water Banking Project Participants as outlined in the November 18, 2026, staff memorandum to the Water Resources Committee, Agenda Item No. 4c.

Discussion:
Pursuant to the Berrenda Mesa Project Agreement, Kern County Water Agency (Agency) staff and the Berrenda Mesa Project Participants (Participants) have developed the 2027 Annual Budget (Budget). The Budget for 2027 is approximately $1,824,300 more than the 2026 Budget. The increase was made to align the Budget with anticipated 2027 expenditures.

The Participants have approved the Budget provided as Attachment 1. Table 1 shows the recommended Budget. Tables 2 through 5 display the details of each Budget category, and Table 6 shows the allocation of the Budget to each Participant. Approval of the 2027 Budget authorizes expenditure for all items that are not included in the Agency's Fiscal Year 2026-27 budget. These costs are reimbursed by the Participants and there is no fiscal impact to the Agency.

TABLE 1

11/13/2026

Berrenda Mesa Project
2027 Budget
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
		Budget	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
Administration (Table 2)……		$ 236,600	$ 24,200	$ 38,900	$ 63,100	$ 173,500	$ 250,800
Recharge O&M (Table 3)……		70,900	26,500	114,000	140,500	(69,600)	202,000
Recovery O&M (Table 4)……		417,800	74,500	38,900	113,400	304,400	534,800
Subtotal		**725,300**	**125,200**	**191,800**	**317,000**	**408,300**	**987,600**
Capital (Table 5)……		69,000	400	300	700	68,300	1,631,000
Total……		**$ 794,300**	**$ 125,600**	**$ 192,100**	**$ 317,700**	**$ 476,600**	**$ 2,618,600**

TABLE 2

11/13/2026

Berrenda Mesa Project
2027 Budget
Administration [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	**$ 24,200**	**$ 2,507**	**$ 1,250**	**$ 3,757**	**$ 20,443**	**$ 25,000**
2. Operations							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
3. Maintenance [2]							
Subtotal		**150,650**	**-**	**22,150**	**22,150**	**128,500**	**50,700**
4. Administration [3]							
Subtotal		**54,250**	**21,716**	**13,520**	**35,236**	**19,014**	**53,300**
5. Professional Services [4]							
Subtotal		**7,500**	**-**	**2,000**	**2,000**	**5,500**	**7,000**
6. Structures and Improvements							
Subtotal		**-**	**-**	**-**	**-**	**-**	**-**
7. O&M Center Modernization [5]							
	Agency Staff, Administration	-	-	-	-	-	22,900
	Professional Services [6]	-	-	-	-	-	5,200
	Structures and Improvements [40%]	-	-	-	-	-	86,700
Subtotal		**-**	**-**	**-**	**-**	**-**	**114,800**
Total		**$ 236,600**	**$ 24,200**	**$ 38,900**	**$ 63,100**	**$ 173,500**	**$ 250,800**
2026 Rollover Funds [7]							**$ (75,000)**
2027 Net Collection							**$ 175,800**

[1] This budget is reimbursed by Berrenda Mesa WD and includes administration of leases, easements, storage accounts, budgets, attending meetings, maintenance collecting Kern Fan Monitoring Committee water levels and water quality and preparing or updating maps.

[2] Includes $700 for water quality sampling for the Kern Fan Monitoring Committee and $50,000 for tree removal in 2027.

[3] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[4] Includes $2,000 for safety coordinator and $5,000 for biological services.

[5] The O&M Center Modernization project is allocated based on Water Resources field staff time from 2019-2025. Berrenda Mesa's share is approximately four percent. The allocation is subject to reconciliation.

[6] Includes $5,200 for design.

[7] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

[40%] Payment of $86,700 deferred to forty percent billing cycle.

TABLE 3

11/13/2026

Berrenda Mesa Project
2027 Budget
Recharge O&M [1,2]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits [3]	Agency Staff	$ 11,900	$ 4,870	$ 102,430	$ 107,300	$ (95,400)	$ 143,000
2. Operations							
Subtotal		-	-	-	-	-	-
3. Maintenance							
Subtotal		-	108	-	108	(108)	-
4. Administration [4]							
Subtotal		51,100	21,533	11,570	33,103	17,997	51,100
5. Professional Services [5]							
Subtotal		7,900	-	-	-	7,900	7,900
6. Structures and Improvements							
Subtotal		-	-	-	-	-	-
Total		$ 70,900	$ 26,500	$ 114,000	$ 140,500	$ (69,600)	$ 202,000
2026 Rollover Funds [6]							$ -
2027 Net Collection							$ 202,000

[1] This budget is reimbursed by Berrenda Mesa WD and includes administrative items and maintaning levees, roads, canals and channels as needed.

[2] The annual recharge operations and maintenance fee is $7 per acre-foot.

[3] Includes $100,000 for weed maintenance in 2027.

[4] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[5] Includes $5,000 for database development, $2,000 for Avadine database and reporting, including software updates as needed, in addition to $900 for assistance with maintaining levees, roads, canals and channels as needed.

[6] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

TABLE 4

11/13/2026

Berrenda Mesa Project
2027 Budget
Recovery O&M [1,2]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	$ 74,000	$ 28,462	$ 14,200	$ 42,662	$ 31,338	$ 109,000
2. Operations [3]							
Subtotal		27,000	6,252	3,100	9,352	17,648	27,000
3. Maintenance [4]							
Subtotal		94,400	9,193	4,600	13,793	80,607	111,400
4. Administration [5]							
Subtotal		65,400	30,631	17,000	47,631	17,769	65,400
5. Professional Services [6]							
Subtotal		7,000	-	-	-	7,000	7,000
6. Structures and Improvements [7]							
Subtotal		150,000	-	-	-	150,000	215,000
7. Arc Flash Update [8]	Professional Services	-	-	-	-	-	-
Total		$ 417,800	$ 74,500	$ 38,900	$ 113,400	$ 304,400	$ 534,800
2026 Rollover Funds [9]							$ (150,000)
2027 Net Collection							$ 384,800

[1] This budget is reimbursed by all Berrenda Mesa Participants and includes administrative items and maintaning electrical panels, flow meters, pumps, motors, pipelines, well efficiency, rodents, weeds and safety training.

[2] The annual recovery operations and maintenance fee is $45 per acre-foot.

[3] Includes PG&E power, standby and demand charges. Budget assumes starting 12 wells during winter rates.

[4] Includes Title 22 and bacterial testing on ten wells, electrical and mechanical repairs, chemicals, parts and equipment.

[5] Includes, but is not limited to, rents and leases, office and computer supplies, associations and memberships, utilities, liability and property insurance and allocated admistration expenses.

[6] Includes $5,000 for database development, $2,000 for Avadine database and reporting, including software updates as needed.

[7] Preventative well maintenance/rehabiliation occurs during non-recovery years, based on run time and includes maintenance of well casings. Includes $65,000 to abandon well BK-10.

[8] Next Arc Flash update needed in 2028.

[9] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

TABLE 5

11/13/2026

Berrenda Mesa Project
2027 Budget
Capital (BMWD Only) [1]
Final

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7)
		2026					2027
Activity	**Description**	**Budget**	**Actual 8/31**	**Anticipated 12/31**	**Est Total Expense**	**Est Remaining**	**Budget**
1. Salaries and Benefits	Agency Staff	$ -	$ -	$ -	$ -	$ -	$ -
2. Operations							
Subtotal		-	-	-	-	-	-
3. Maintenance							
Subtotal		-	-	-	-	-	-
4. Administration							
Subtotal		-	-	-	-	-	-
5. Professional Services							
Subtotal		-	-	-	-	-	-
6. Structures and Improvements [2]							
	Agency Staff, Administration	-	-	-	-	-	85,300
	Professional Services	-	-	-	-	-	243,000
	Structures and Improvements [40%]	-	-	-	-	-	1,200,000
Subtotal		-	-	-	-	-	**1,528,300**
7. Property Fencing [3]							
Subtotal		-	-	-	-	-	-
8. Metering Study [4]							
	Agency Staff, Administration	7,000	409	320	729	6,271	18,200
	Professional Services	20,000	-	-	-	20,000	21,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**27,000**	**409**	**320**	**729**	**26,271**	**39,200**
9. Recharge Optimization Study [5]							
	Agency Staff, Administration	2,000	-	-	-	2,000	13,500
	Professional Services	40,000	-	-	-	40,000	50,000
	Structures and Improvements	-	-	-	-	-	-
Subtotal		**42,000**	-	-	-	**42,000**	**63,500**
Total		**$ 69,000**	**$ 400**	**$ 300**	**$ 700**	**$ 68,300**	**$ 1,631,000**
2026 Rollover Funds [6]							**$ (30,000)**
2027 Net Collection							**$ 1,601,000**

[1] This budget is reimbursed by Berrenda Mesa WD.

[2] Includes $5,000 for design, $23,000 for bid and construction support, $120,000 for construction management services, $50,000 for materials testing and $1,200,000 for construction of eight interbasin structures.

[3] Participants have requested that all fencing projects be put on hold until 2028.

[4] Includes evaluation of the condition of existing meters and potential system-wide improvements.

[5] Includes evaluation of potential recharge pond modifications based on the aerial photogrammetry results.

[6] Estimated cash to be rolled over from previous year's budget, which will be reconciled with the subsequent billing cycle(s).

[40%] Payment of $1,200,000 deferred to forty percent billing cycle and/or special billing as needed.

TABLE 6

Berrenda Mesa Project
Annual Budget by Participant
2027

	Administration			Recharge O&M			Recovery O&M			Capital			Total		
2027 Budget	$ 250,800			$ 202,000			$ 534,800			$ 1,631,000			$ 2,618,600		
2026 Rollover Funds	$ (75,000)			$ -			$ (150,000)			$ (30,000)			$ (255,000)		
2027 Net Collection	$ 175,800			$ 202,000			$ 384,800			$ 1,601,000			$ 2,363,600		
Participant	60%	40% & Deferral [1]	Total	60%	40%	Total	60%	40%	Total	60%	40% & Deferral [2]	Total	60%	40% & Deferral	Total
Berrenda Mesa WD.....	53,460	122,340	175,800	121,200	80,800	202,000	140,606	93,737	234,343	240,600	1,360,400	1,601,000	555,866	1,657,277	2,213,143
Belridge WSD.....	0	0	0	0	0	0	26,436	17,624	44,060	0	0	0	26,436	17,624	44,060
Lost Hills WD.....	0	0	0	0	0	0	22,788	15,192	37,980	0	0	0	22,788	15,192	37,980
Wheeler Ridge-Maricopa WSD..	0	0	0	0	0	0	41,050	27,367	68,417	0	0	0	41,050	27,367	68,417
Total	53,460	122,340	175,800	121,200	80,800	202,000	230,880	153,920	384,800	240,600	1,360,400	1,601,000	646,140	1,717,460	2,363,600

[1] Deferred $86,700 from the O&M Center Modernization project to the forty percent billing cycle.
[2] Deferred $1,200,000 from the Structures and Improvements project to the forty percent billing cycle and/or special billing as needed.

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 4d

FROM: Micah Clark / Michelle Anderson

DATE: November 18, 2026

SUBJECT: Report on 2026 Water Operations

Issue:
Summary of water operations for 2026.

Recommended Motion:
None – information only.

Discussion:

2026 Recharge Activities
Deliveries of 2026 State Water Project water continue to be delivered to the Kern Fan Banking Projects. Intermittent recharge operations for the KWB began on October 1, 2025, and continued until March 11, 2026, at which time the KWB Participants ceased operations. KWB operations resumed on September 28, 2026, and are expected to continue for the remainder of the year. Intermittent recharge operations for the Pioneer began on October 1, 2025, and continued until March 3, 2026, at which time the Pioneer Participants ceased operations. Pioneer operations resumed on September 29, 2026, and are expected to continue for the remainder of the year. Intermittent recharge operations for the Berrenda Mesa Project began on November 27, 2025, and continued until February 28, 2026, at which time the Berrenda Mesa Participants ceased operations. Berrenda Mesa operations resumed on September 28, 2026, and continued until November 2, 2026, at which time the Berrenda Mesa Participants ceased operations.

As of October 31, 2026, approximately 99,915 af has been delivered in 2026 to the Kern Fan banking projects. A summary of current recharge operations by project is provided as Attachment 1. A summary of deliveries by water type is provided as Attachment 2 and a summary of deliveries by project is provided as Attachment 3.

2026 Recovery Activities
Recovery operations from the Kern Water Bank (KWB) wells began on May 11, 2026, and terminated on July 17, 2026. Recovery operations from the Pioneer Project began on May 11, 2026, and terminated on June 28, 2026. Recovery operations from the Improvement District No. 4/Rosedale Rio-Bravo Water Storage District Joint Use Recovery Project (JURP) wells began on May 13, 2026, and terminated on June 19, 2026. Recovery operations from Improvement District No. 4 wells began on June 1, 2026, and terminated on June 25, 2026.

As of October 31, 2026, approximately 44,535 acre-feet (af) has been recovered in 2026 from the Kern Fan banking projects. A summary of total deliveries by project is provided as Attachment 4 and a summary of deliveries by participant is provided as Attachment 5.

A summary of the groundwater bank accounts is provided as Attachment 6 and a summary of the overdraft correction accounts is provided as Attachment 7.

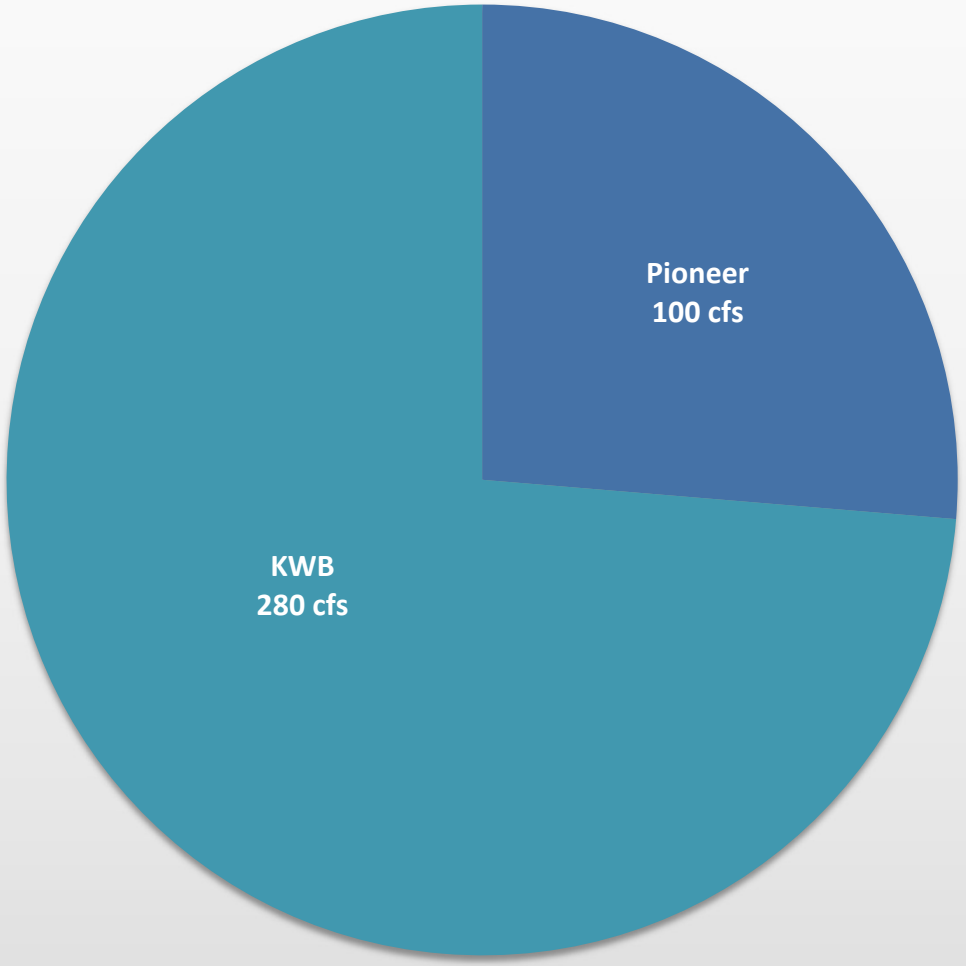
Groundwater Levels – Kern Fan

A depiction of current and historic groundwater level trends in the Kern Fan banking project area is provided as Attachment 8.

Other Activities

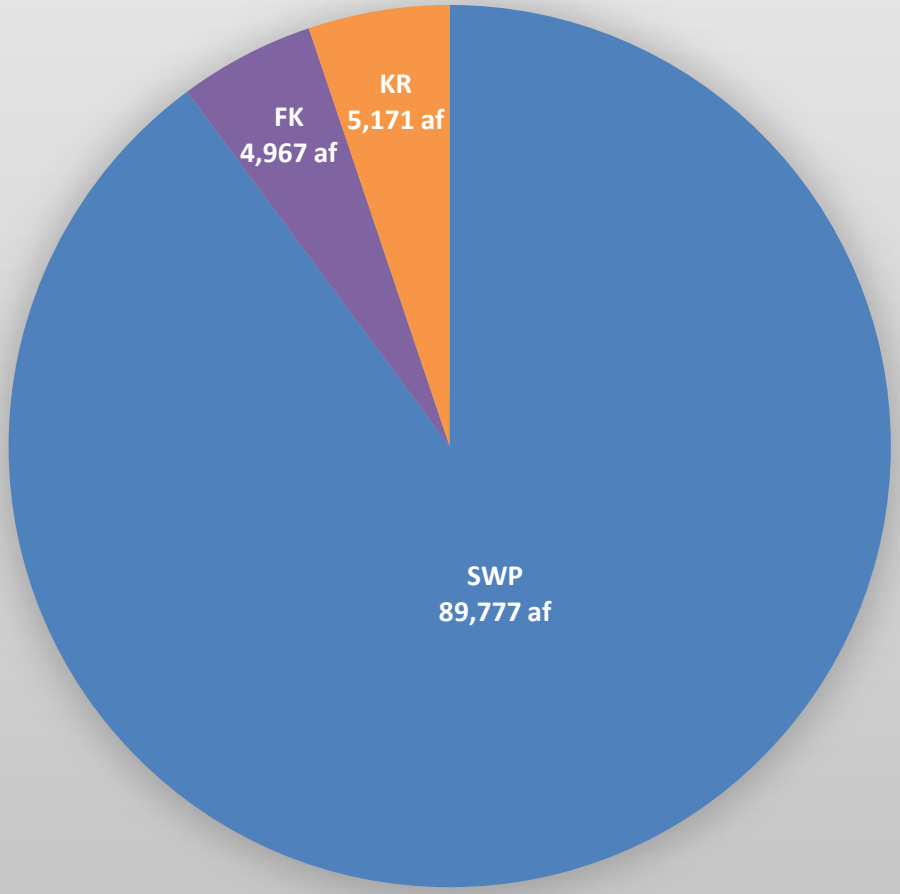
- Completed the DWR depth-to-water run;
- Mowed vegetation on the Pioneer Central;
- Completed the Purge water quality sampling run;
- Tested rotation on KCWA 18 well;
- Replaced three fuses on the JURP wells;
- Removed vegetation from all weir structures on the Pioneer Recharge Facility;
- Started ID4 and JURP wells into the CVC for PFAS testing;
- Tested rotation on ID4-3 well after lighting strike and pole replacement;
- Assisted contractor in tree removal from Pioneer Central ponds;
- Installed theft alarms at various wells;
- Conducted well security checks throughout the system;
- Performed sounder repairs and calibration;
- Performed rodent abatement on Pioneer property; and
- Completed Kern Fan monthly water measurements.

Kern Fan Banking Projects
2026 Current Recharge Operations by Project
Through November 5, 2026

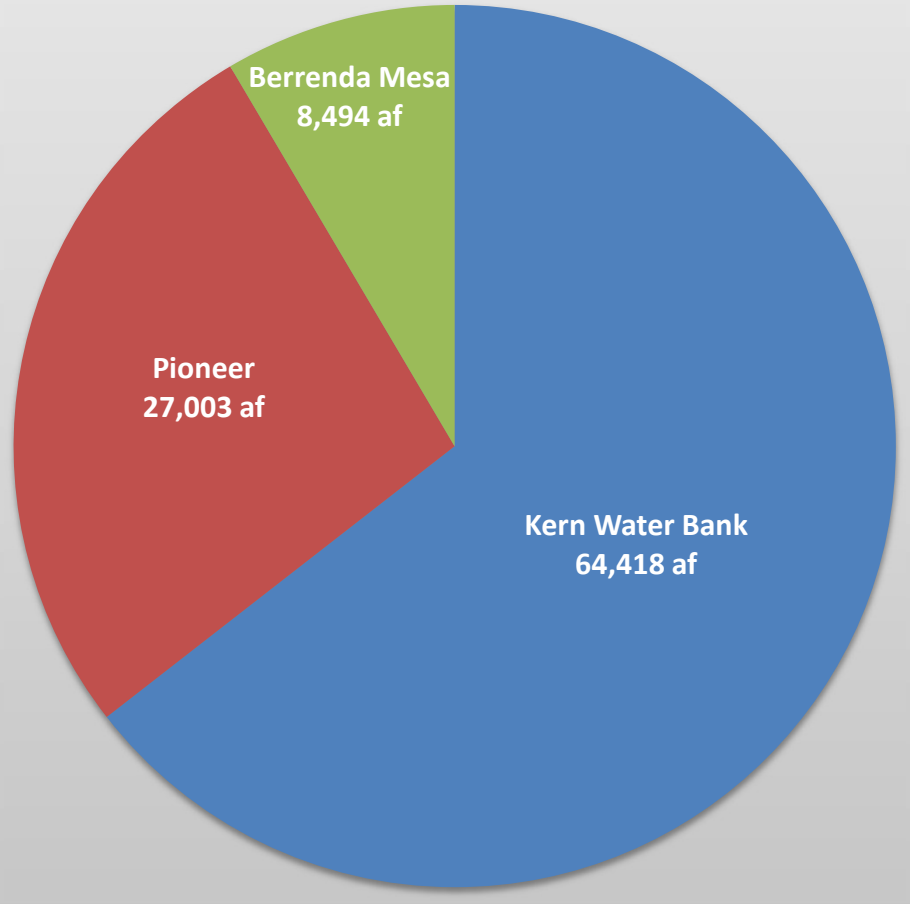


Current Recharge Operations 380 cfs

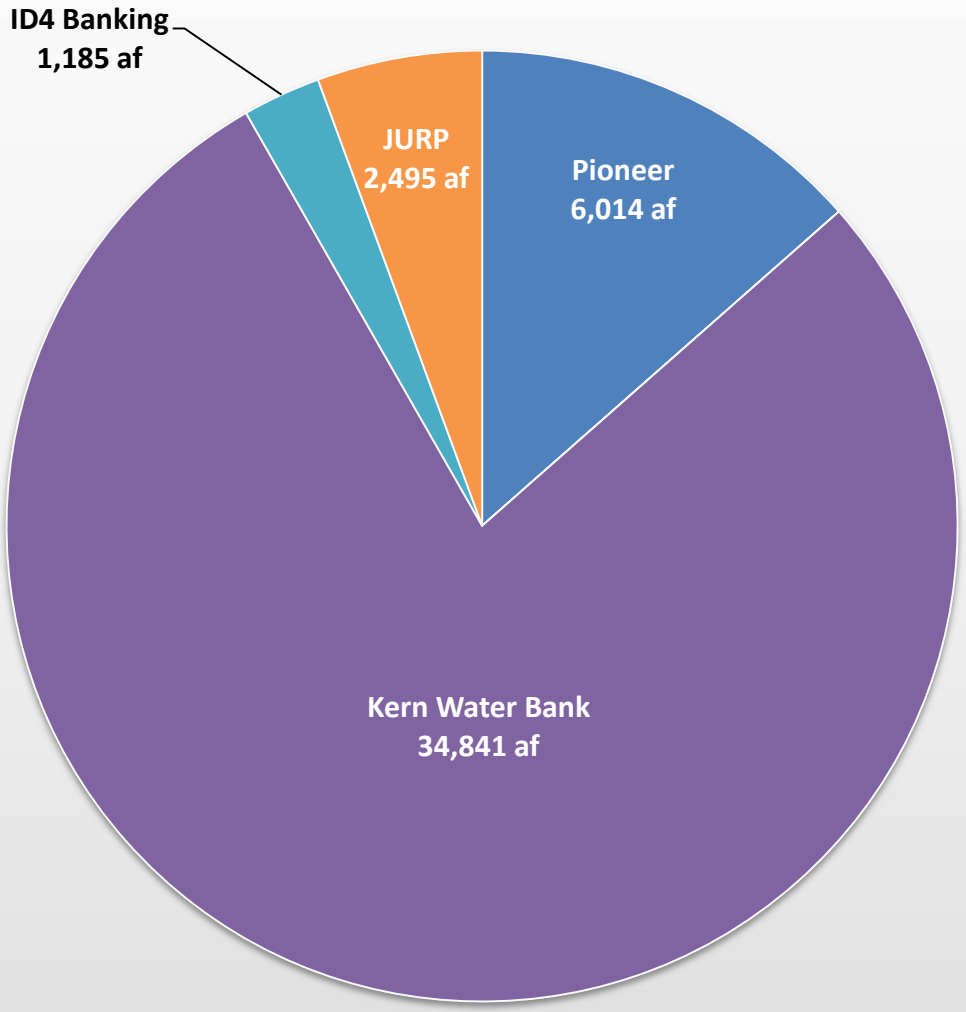
2026 Estimated Kern Fan Banking Project Deliveries
(by Water Type)
Deliveries through October 31, 2026
Total Deliveries 99,915 af



2026 Estimated Kern Fan Banking Project Deliveries
(by Project)
Deliveries through October 31, 2026
Total Deliveries 99,915 af

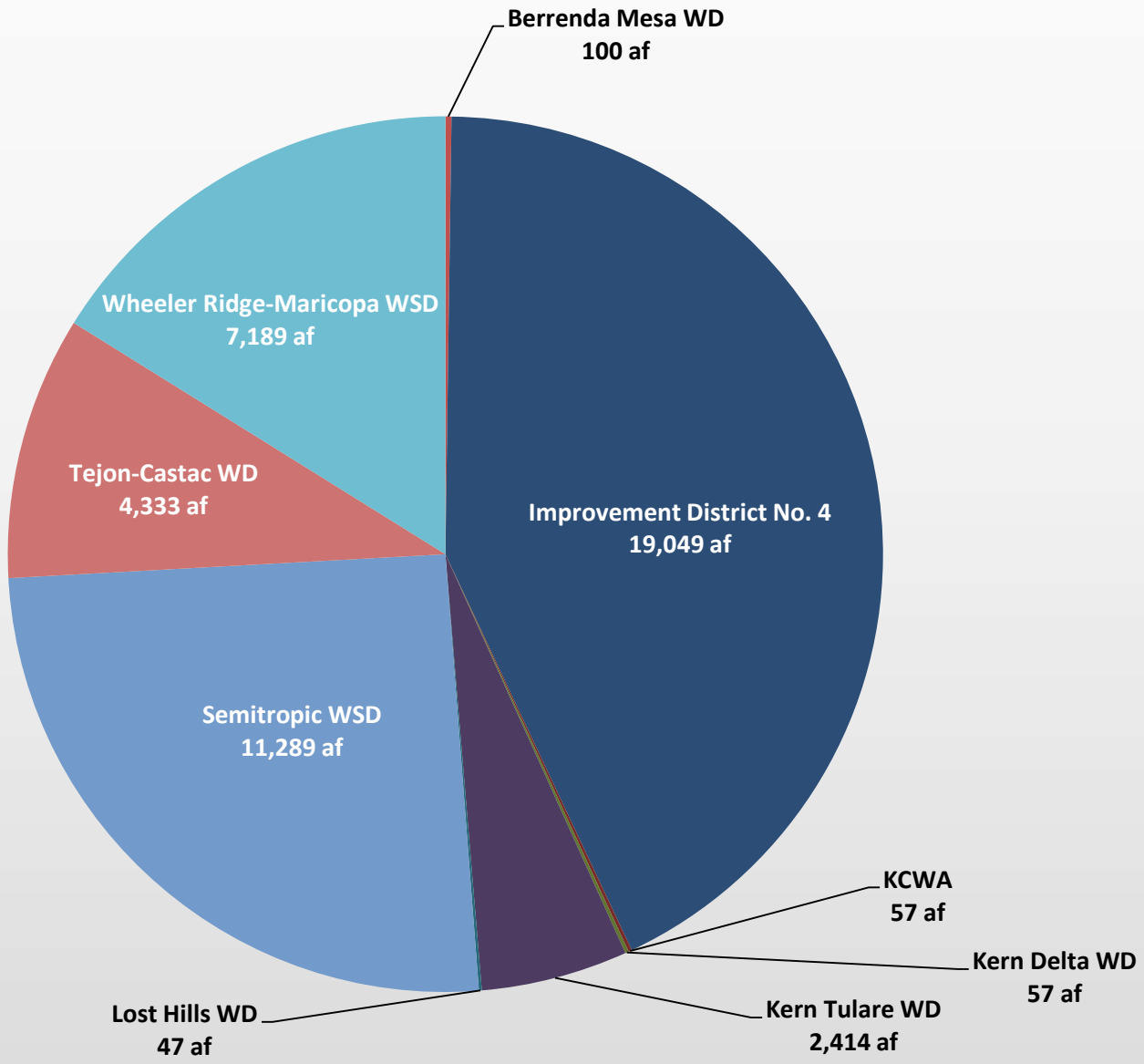


Kern Fan Banking Projects
2026 Estimated Gross Recovery by Project
Through October 31, 2026



Total Gross Recovery 44,535 af

Kern Fan Banking Projects
2026 Estimated Recovery by Participant
Through October 31, 2026



Total Gross Recovery 44,535 af

Kern County Water Agency
Estimated Summary of Groundwater Bank Accounts
As of October 31, 2026

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of October 31, 2026					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank	Total
Belridge WSD	103,767	94,551	9,805	104,356	5,007	0	109,363
Berrenda Mesa WD	112,167	71,523	6,233	77,756	40,889	0	118,645
Buena Vista WSD	44,696	42,879	2,648	45,527	0	12	45,539
Cawelo WD	0	0	0	0	0	0	0
Dudley Ridge WD	74,587	0	0	0	0	99,548	99,548
Henry Miller WD	18,181	19,545	746	20,291	0	0	20,291
Improvement District No. 4	243,891	46,116	9,253	55,369	0	180,315	235,684
Kern County Water Agency	195,912	113,909	62,475	176,384	3,499	17,958	197,841
Kern Delta WD	32,017	37,131	0	37,131	0	0	37,131
Lost Hills WD	97,397	73,715	23,929	97,644	7,515	0	105,159
Rosedale-Rio Bravo WSD	42,313	42,313	0	42,313	0	0	42,313
Semitropic WSD	281,415	27,068	2,503	29,571	0	245,147	274,718
Tehachapi-Cummings CWD	5,820	0	0	0	0	5,820	5,820
Tejon-Castac WD	65,781	2,552	1,289	3,841	0	57,757	61,598
Westside Mutual Water Co.	500,639	0	0	0	0	515,829	515,829
Wheeler Ridge-Maricopa WSD	273,579	27,911	11,303	39,214	5,743	228,091	273,048
Total	2,092,162	599,213	130,184	729,397	62,653	1,350,477	2,142,527

Kern County Water Agency
Estimated Summary of Overdraft Correction Accounts
As of October 31, 2026

Preliminary - Subject to Revision

Quantities in acre-feet

District	Estimated Balance as of December 31, 2025	Estimated Balance as of October 31, 2026					
		Pioneer Property	2800 Acres	Pioneer Project Subtotal	Berrenda Mesa	Kern Water Bank [1]	Total
Buena Vista WSD	72,219	(20,341)	0	(20,341)	0	11,355	(8,986)
Henry Miller WD	90,206	63,106	375	63,481	2,584	24,141	90,206
Kern County Water Agency	55,030	35,356	7,121	42,477	0	12,553	55,030
Kern Delta WD	99,581	73,102	587	73,689	2,456	32,887	109,032
Rosedale-Rio Bravo WSD	236,702	30,094	5,298	35,392	4,471	57,208	97,071
Total	553,738	181,317	13,381	194,698	9,511	138,144	342,353

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

ENGINEERING & GROUNDWATER SERVICES

Groundwater Elevation Monitoring

November 2026 | Monthly Board Report

Kern County Water Agency

Basin Status | November 2026

Attachment 8

Well Location	Project	November 2026 (ft amsl)	vs Last Year (ft)	vs 2022 Low (ft)	Current Trend
30S/25E-16L	Kern Water Bank	**181.5**	**-9.9**	**+231**	▼ **Declining**
30S/26E-19B	2800 Acres	**236.5**	**-9.8**	**+151**	▼ **Declining**
30S/26E-15N	Pioneer South	**216.4**	**-7.7**	**+150**	▼ **Declining**
30S/26E-10P	Pioneer Central	**226.4**	**-6.0**	**+175**	▼ **Declining**
30S/26E-04J	Pioneer North	**220.4**	**-9.9**	**+147**	▼ **Declining**
30S/26E-06R	Pioneer North	**212.8**	**-11.4**	**+248**	▼ **Declining**

- All 6 locations show a year-over-year decline (middle aquifer interval).
- All 6 locations remain above their 2022 drought-cycle low.
- ft amsl = feet above mean sea level. Water level elevation is the height of the groundwater surface above a fixed global sea level reference.
- Groundwater elevations reference the North American Datum 1983 (NAD83).

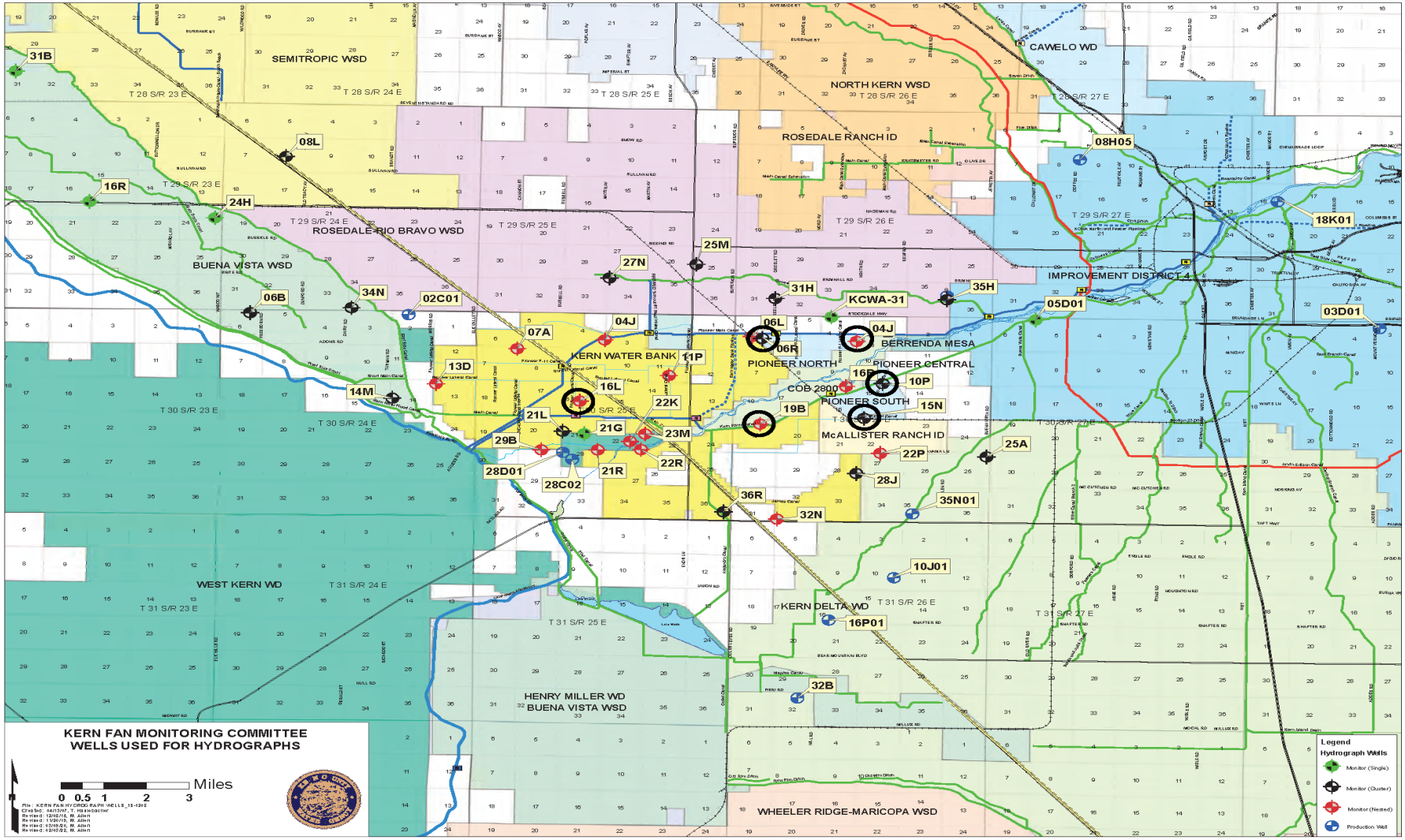
Prepared with AI assistance; reviewed and verified by KCWA Engineering and Groundwater Services.

Kern Fan Monitoring Network | November 2026

Attachment 8

KFMC Wells Used for Monthly Hydrographs

Attachment 5



30S/25E-16L | Kern Water Bank

2-Year View | Middle aquifer interval | Current: 181.5 ft amsl | 122.5 ft below GS | vs last year: -9.9 ft

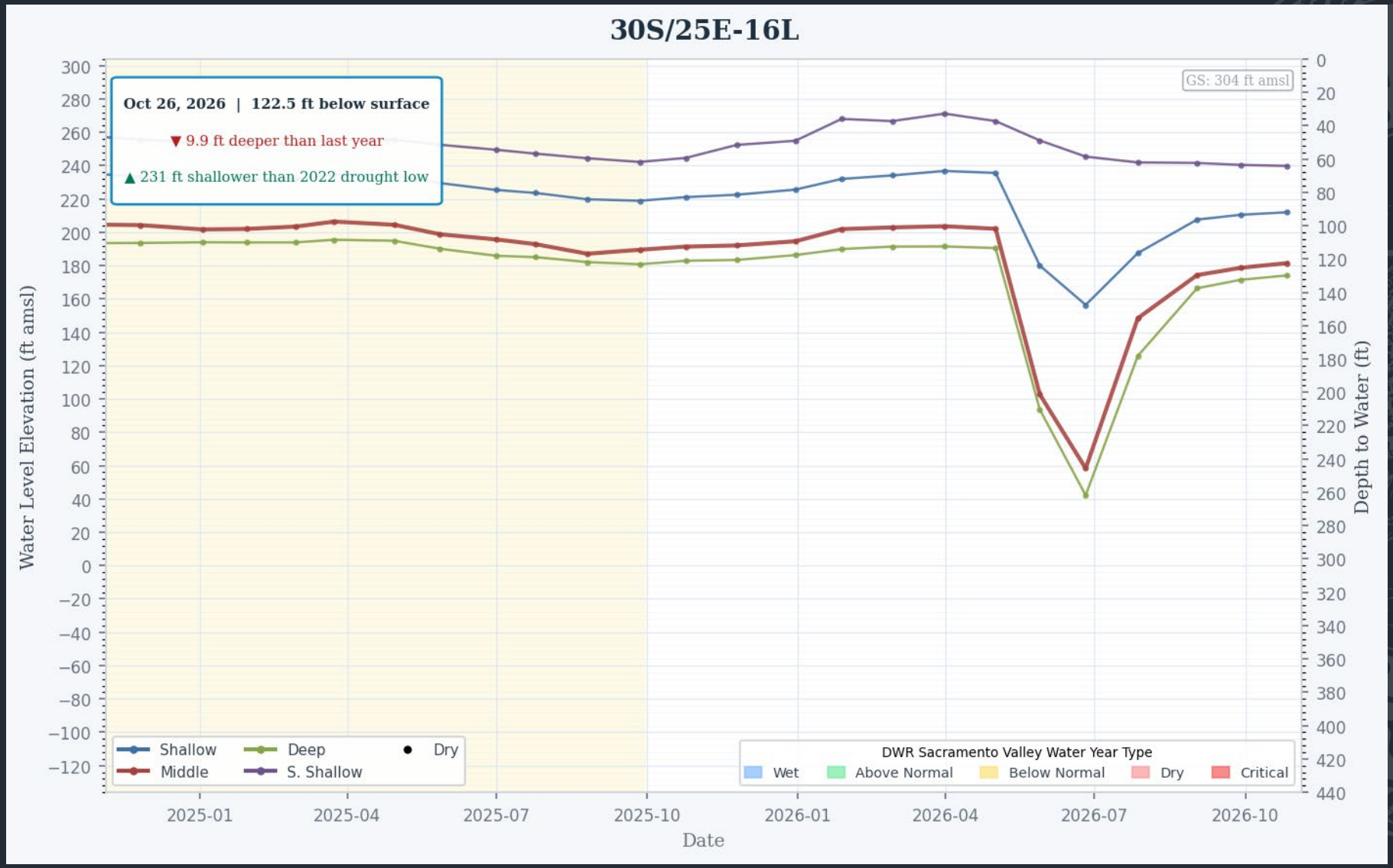
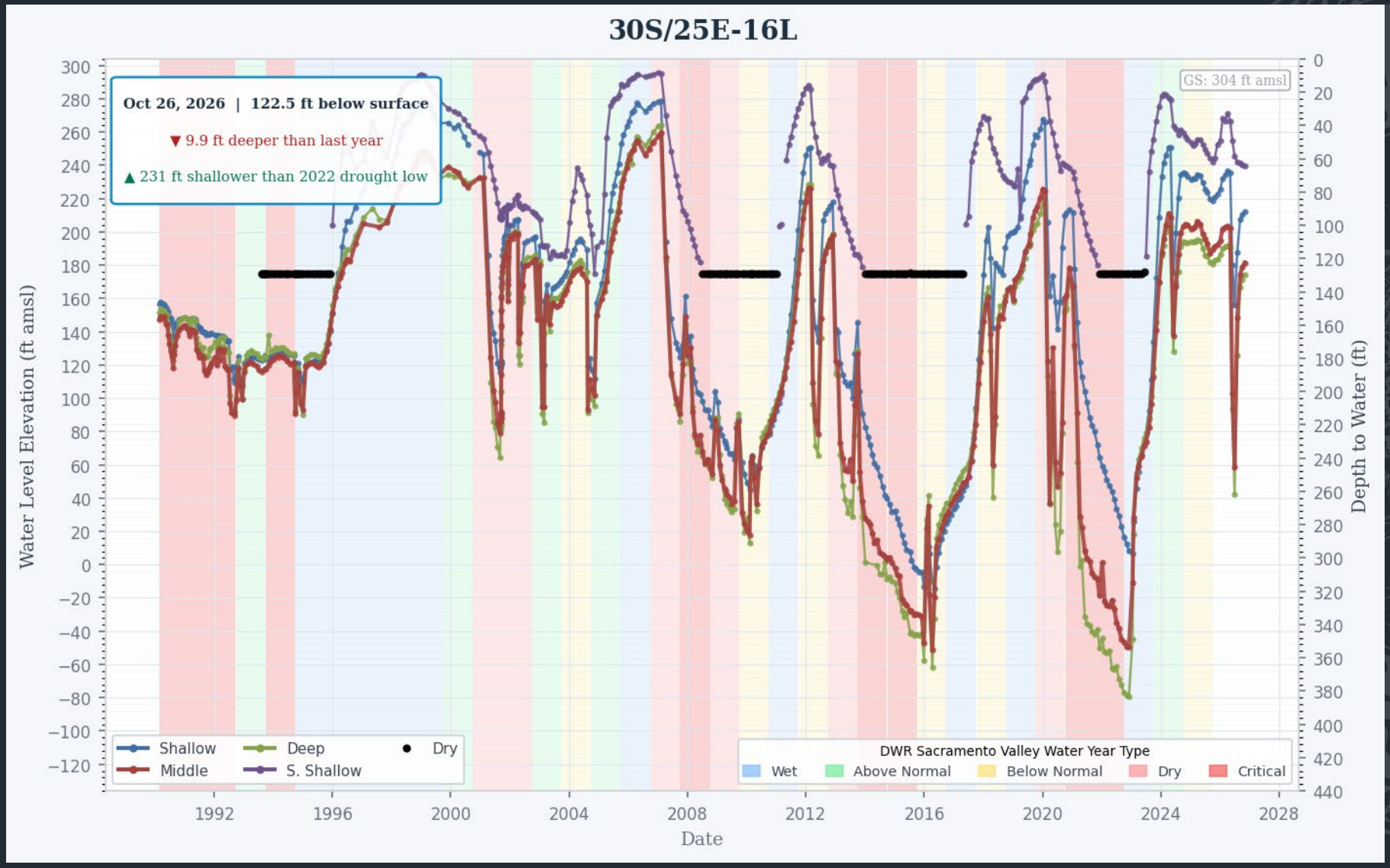


Chart background shading reflects DWR Sacramento Valley water year types.

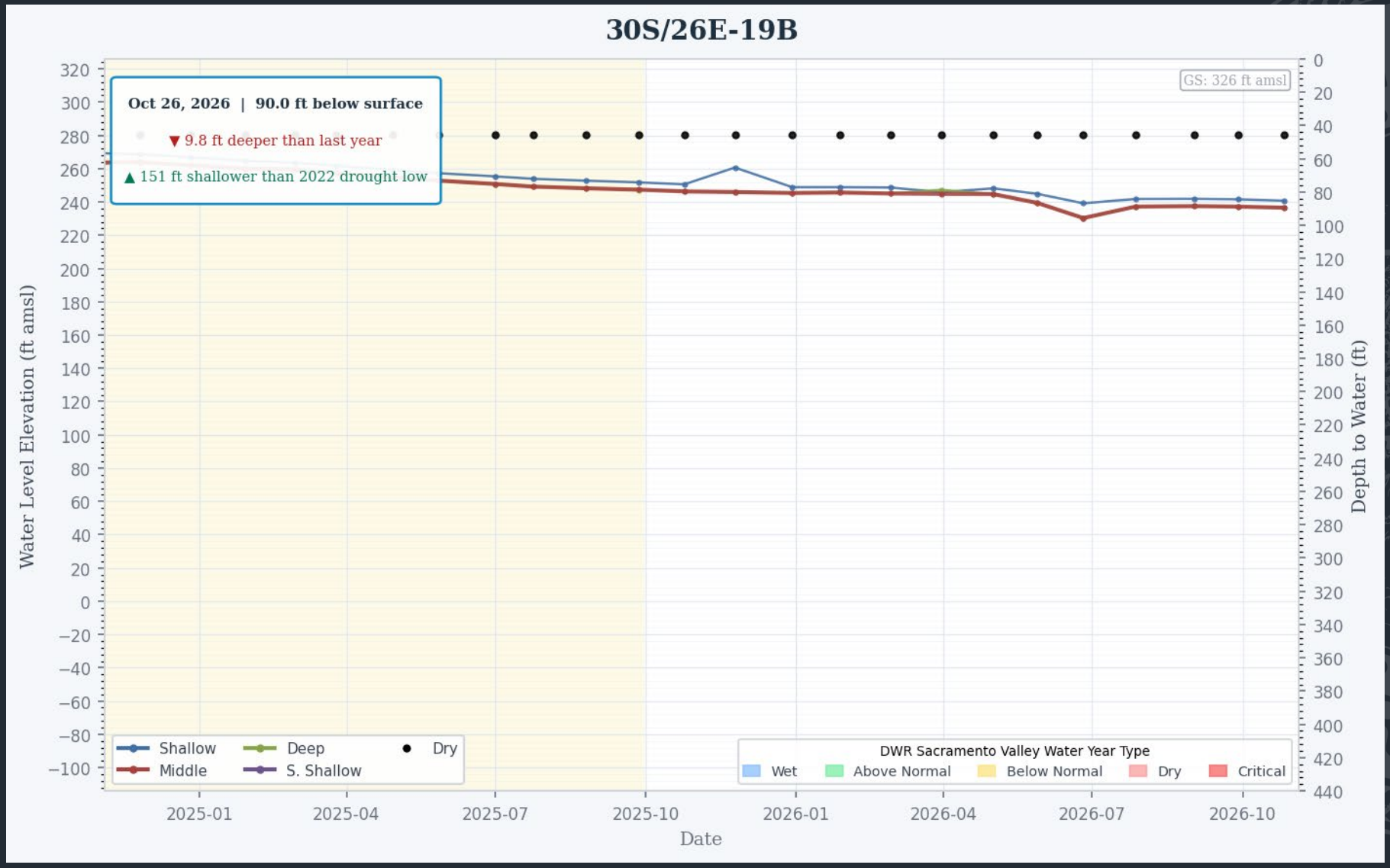
30S/25E-16L | Kern Water Bank

Full Record | Middle aquifer interval | Current: 181.5 ft amsl | 122.5 ft below GS | vs last year: -9.9 ft



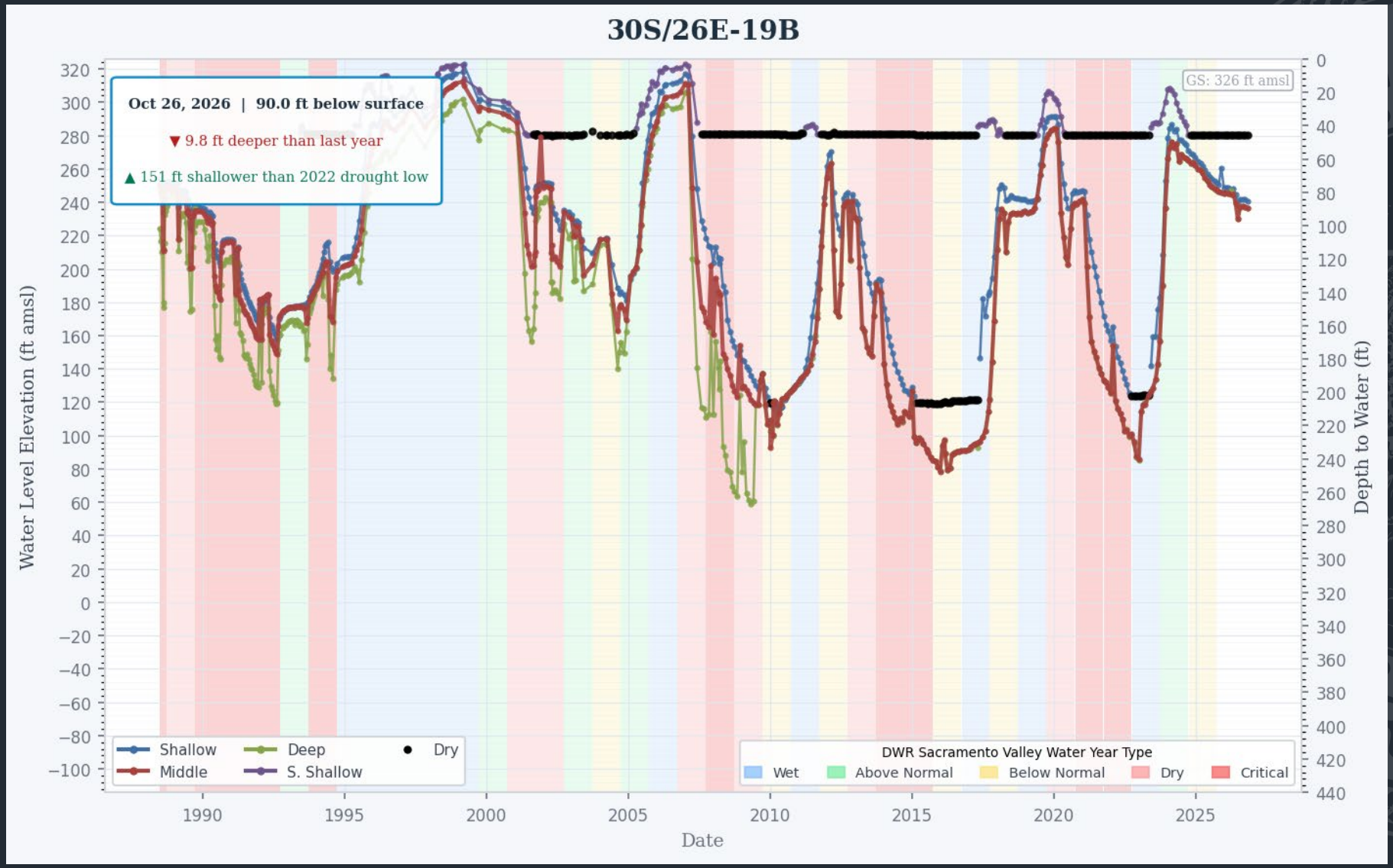
30S/26E-19B | 2800 Acres

2-Year View | Middle aquifer interval | Current: 236.5 ft amsl | 90.0 ft below GS | vs last year: -9.8 ft



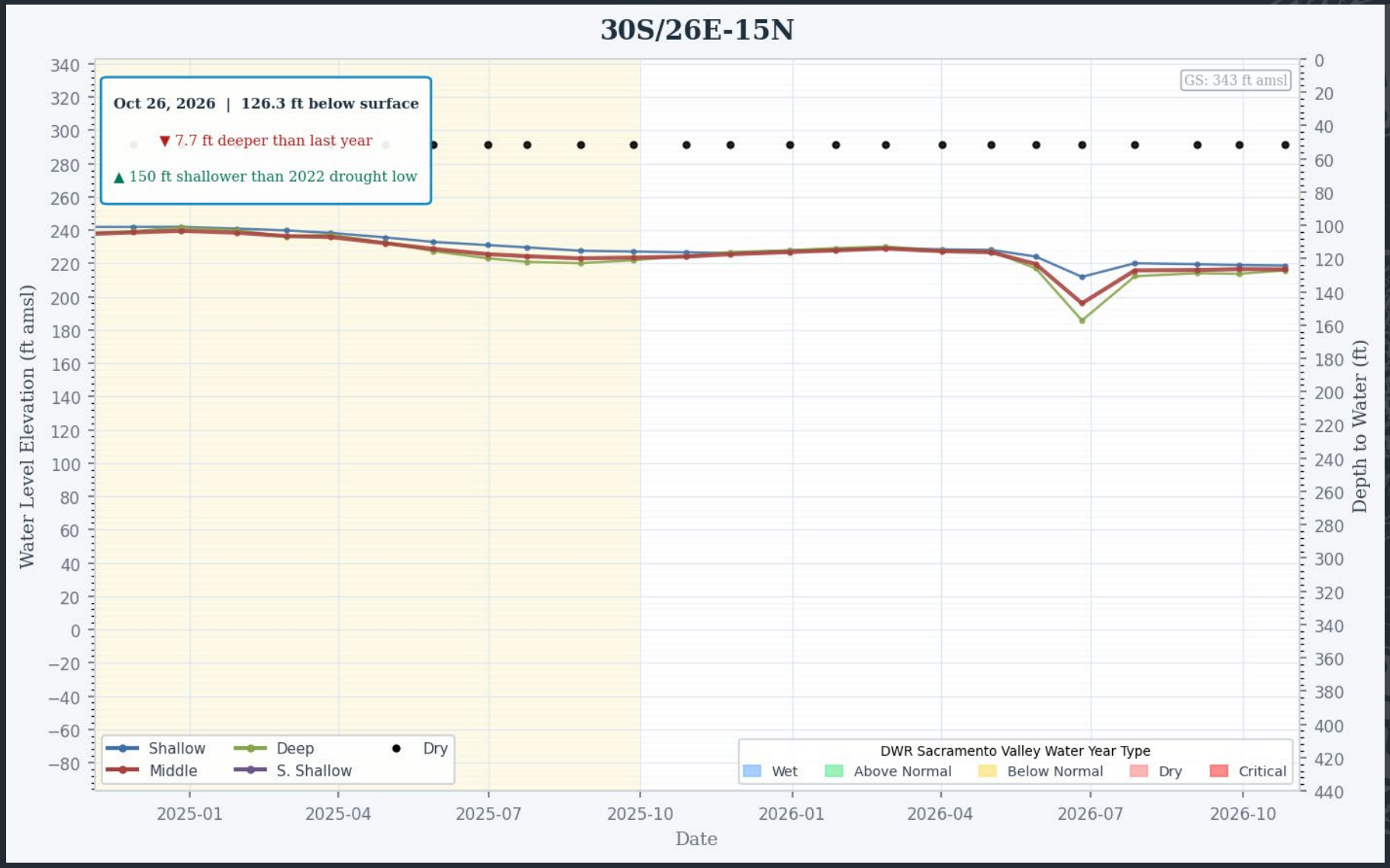
30S/26E-19B | 2800 Acres

Full Record | Middle aquifer interval | Current: 236.5 ft amsl | 90.0 ft below GS | vs last year: -9.8 ft



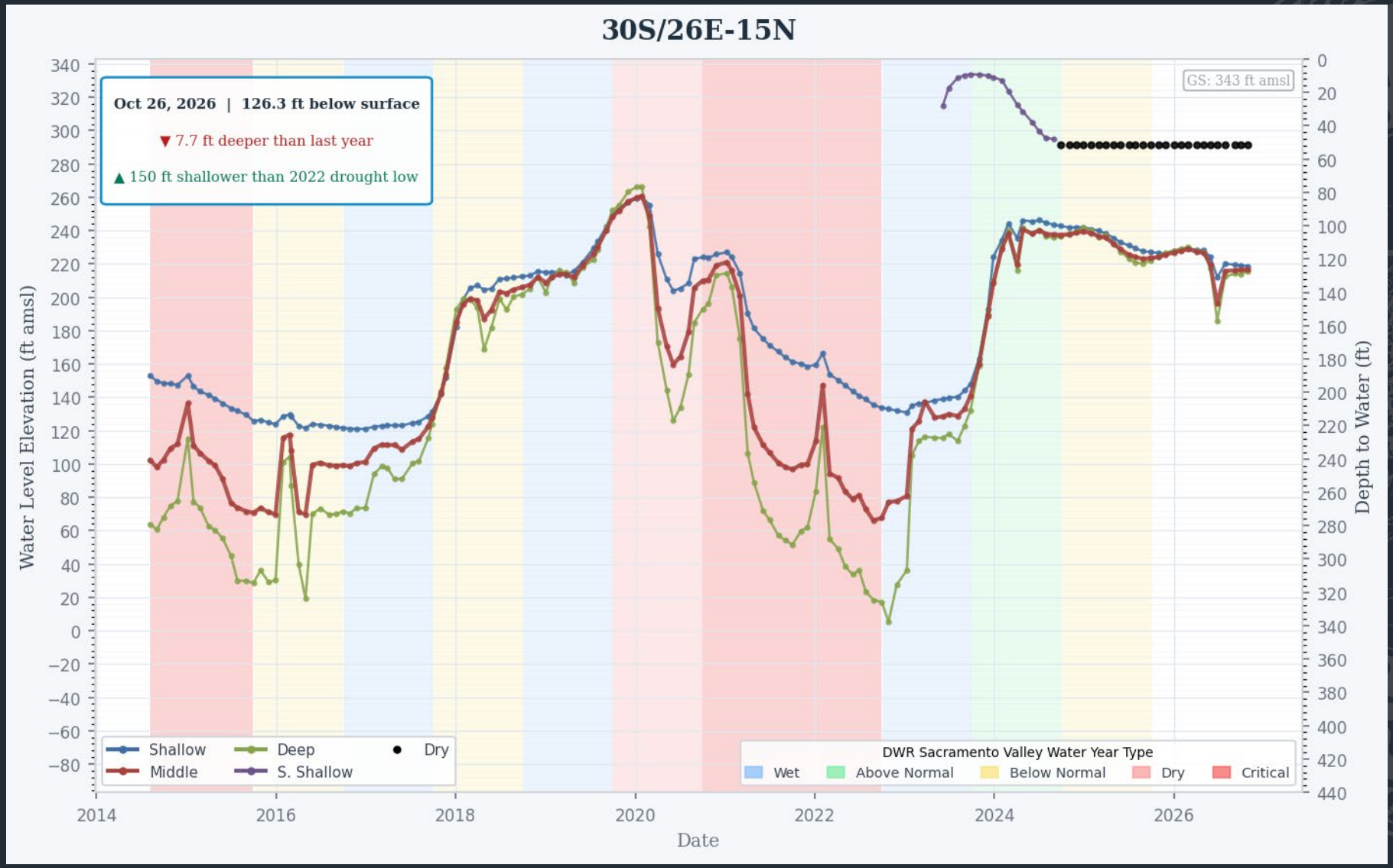
30S/26E-15N | Pioneer South

2-Year View | Middle aquifer interval | Current: 216.4 ft amsl | 126.3 ft below GS | vs last year: -7.7 ft



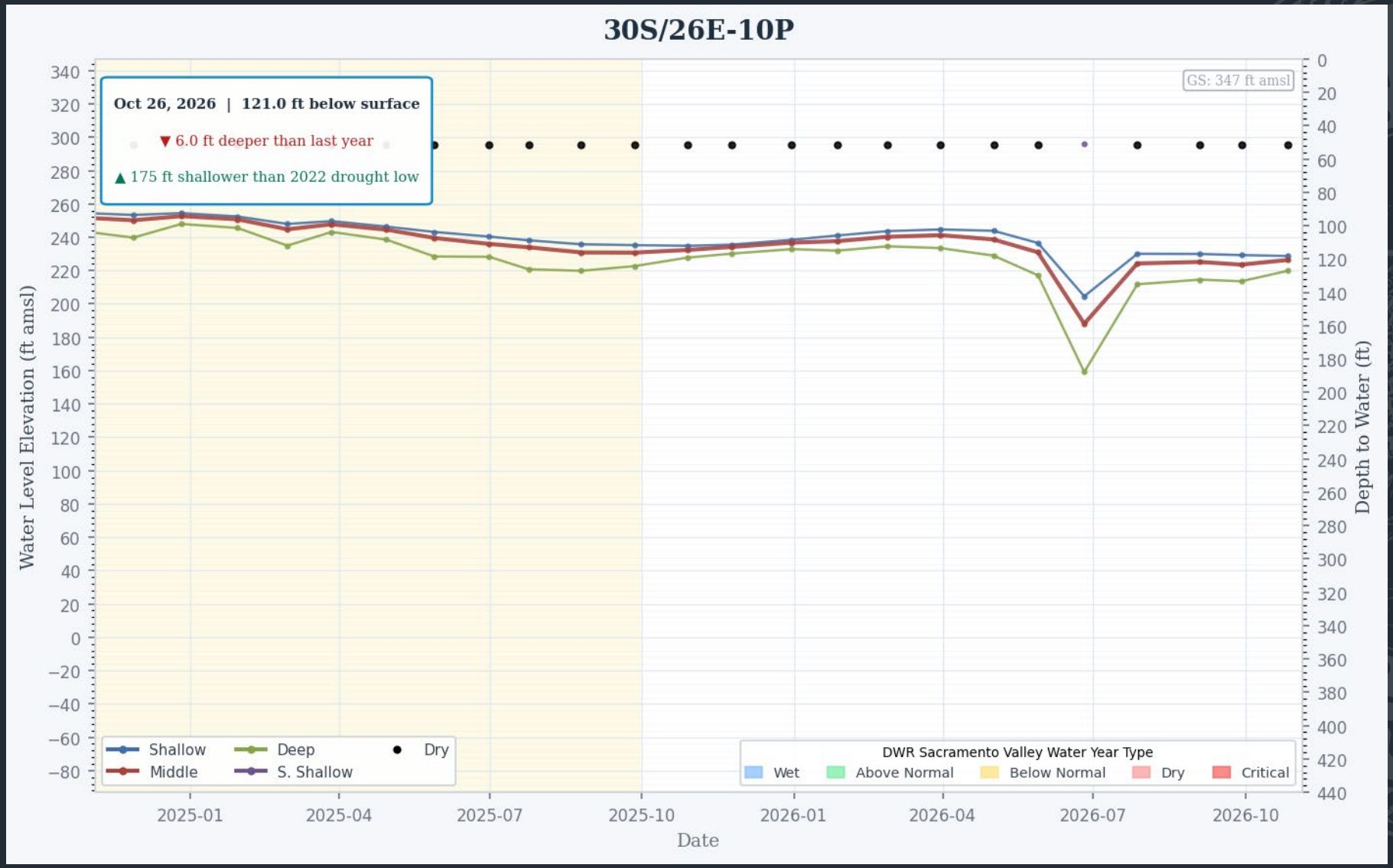
30S/26E-15N | Pioneer South

Full Record | Middle aquifer interval | Current: 216.4 ft amsl | 126.3 ft below GS | vs last year: -7.7 ft



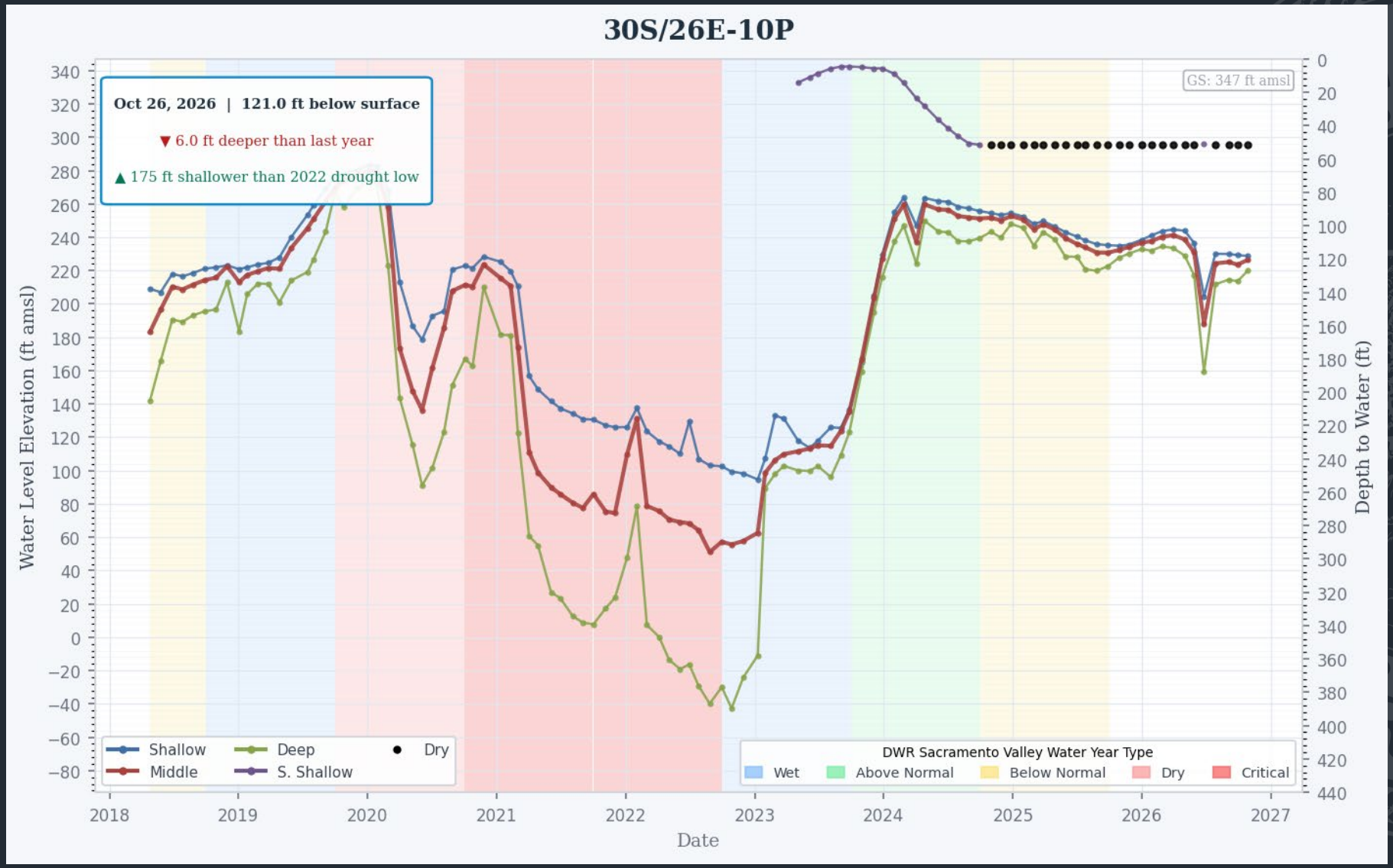
30S/26E-10P | Pioneer Central

2-Year View | Middle aquifer interval | Current: 226.4 ft amsl | 121.0 ft below GS | vs last year: -6.0 ft



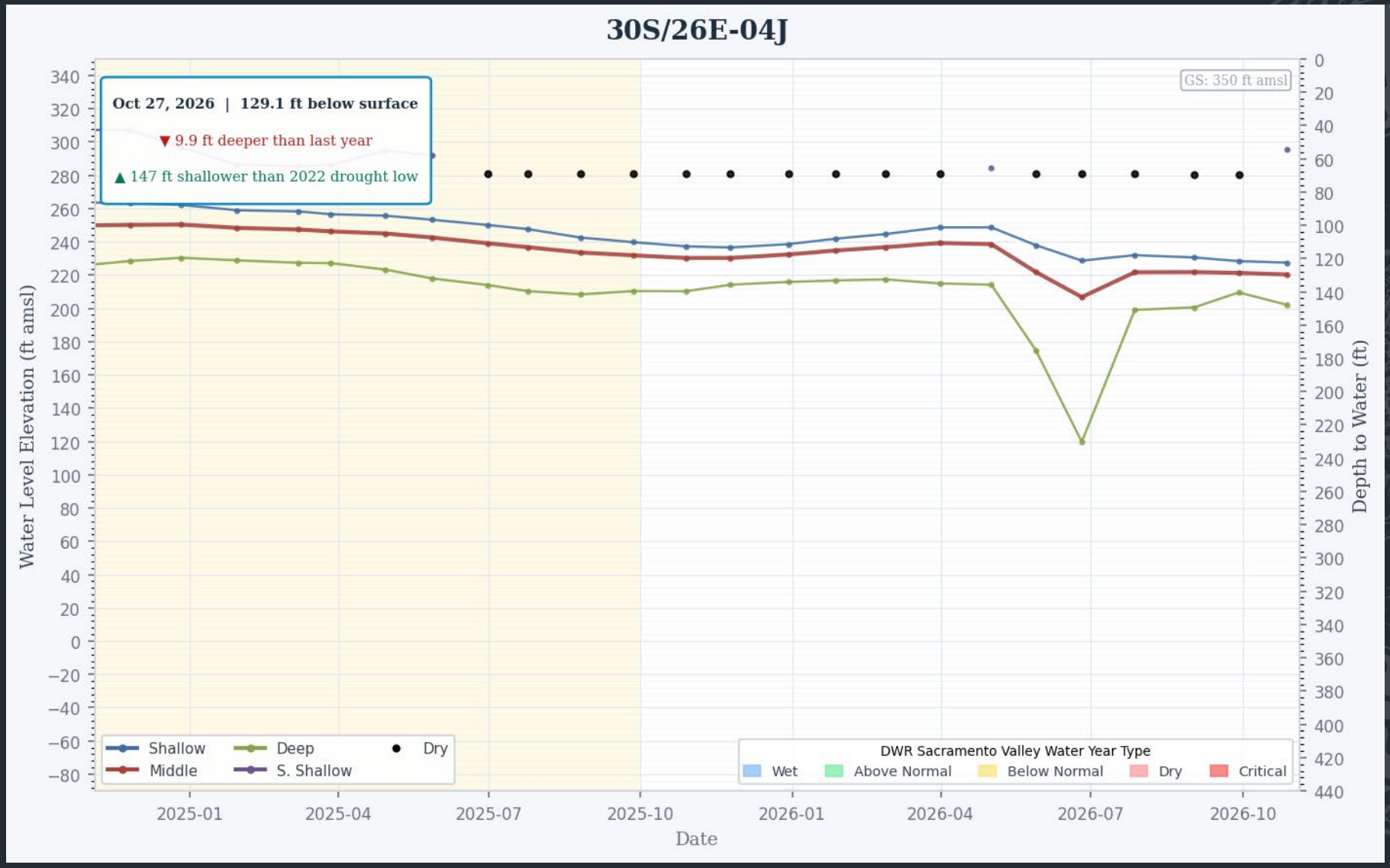
30S/26E-10P | Pioneer Central

Full Record | Middle aquifer interval | Current: 226.4 ft amsl | 121.0 ft below GS | vs last year: -6.0 ft



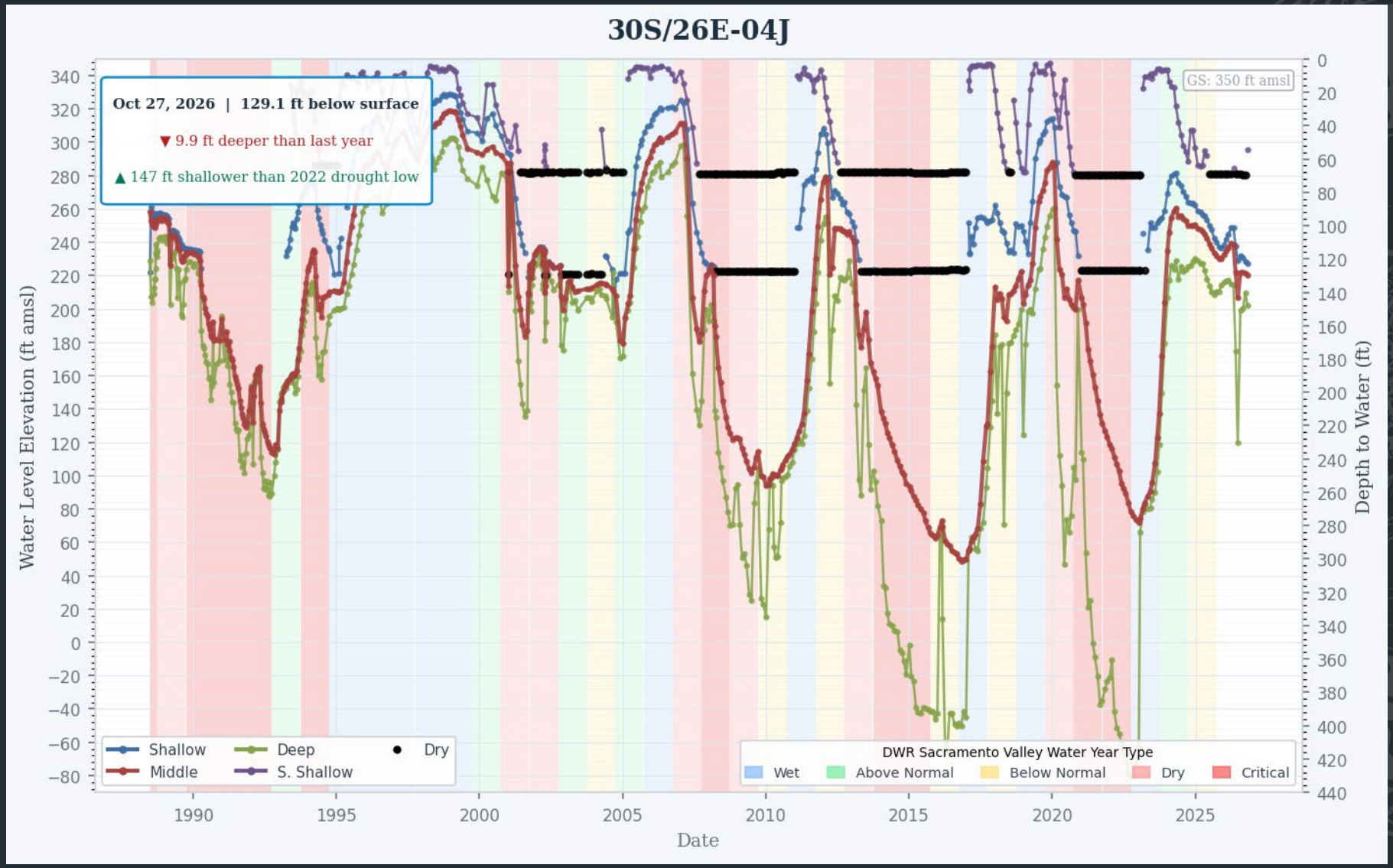
30S/26E-04J | Pioneer North

2-Year View | Middle aquifer interval | Current: 220.4 ft amsl | 129.1 ft below GS | vs last year: -9.9 ft



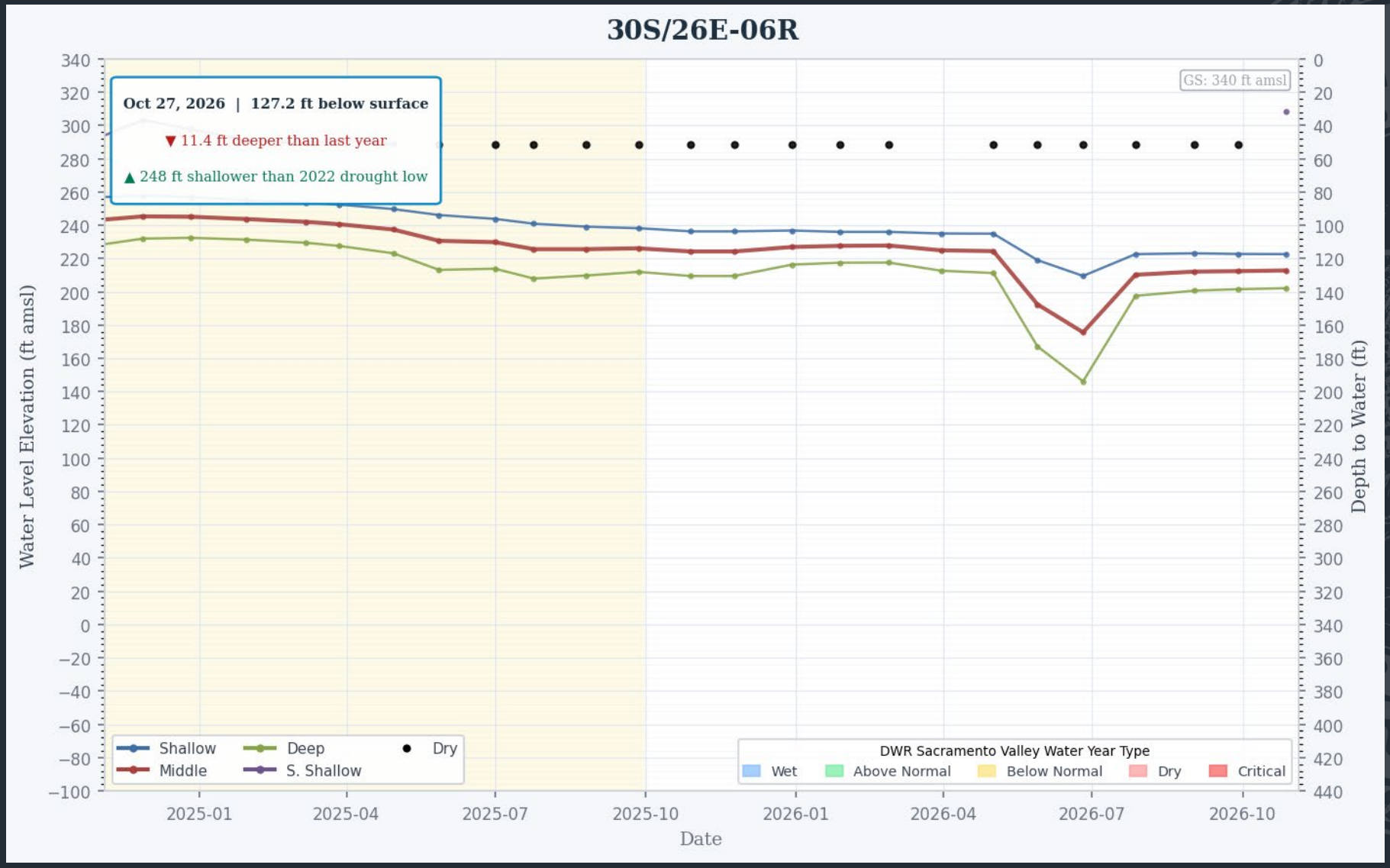
30S/26E-04J | Pioneer North

Full Record | Middle aquifer interval | Current: 220.4 ft amsl | 129.1 ft below GS | vs last year: -9.9 ft



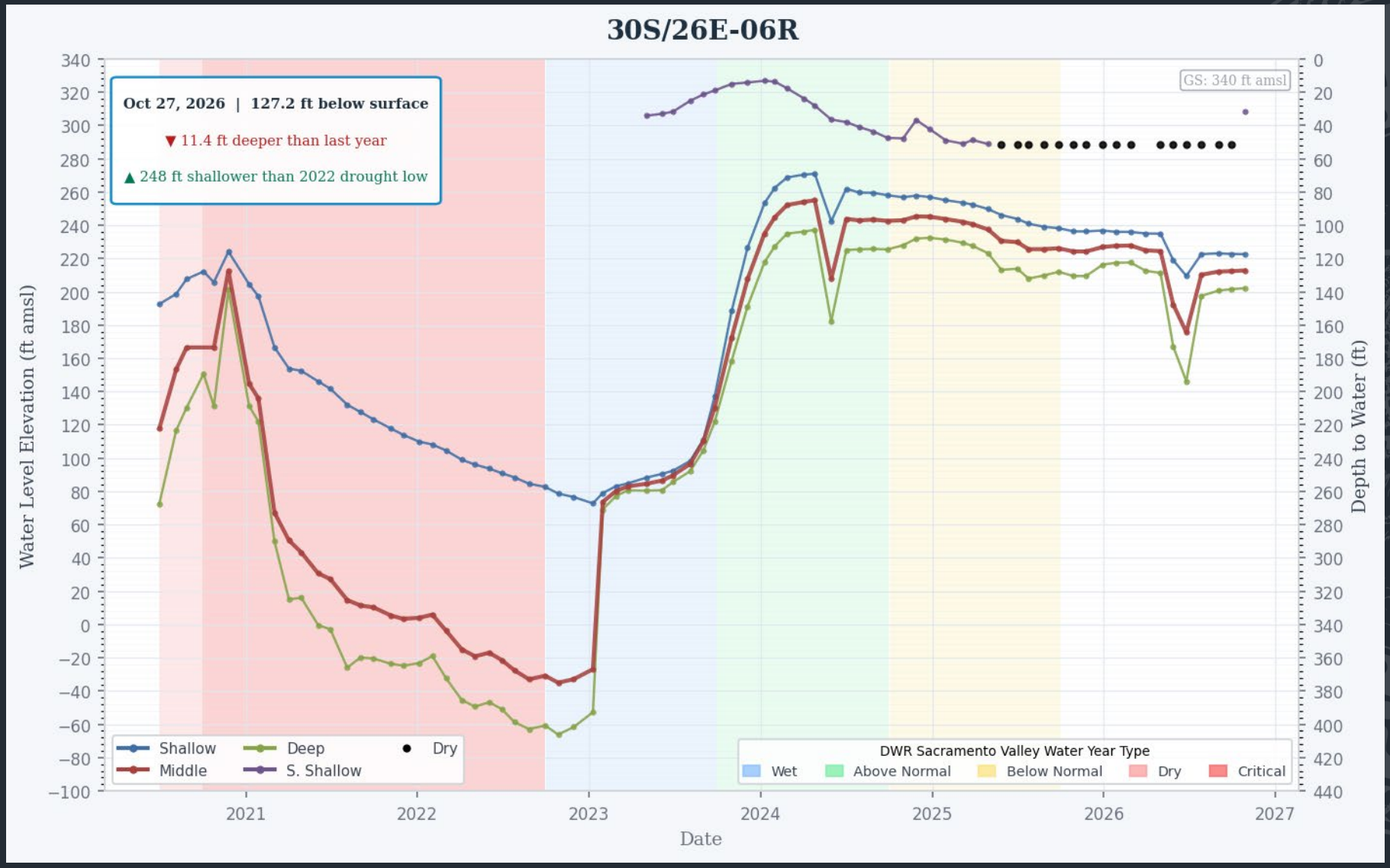
30S/26E-06R | Pioneer North

2-Year View | Middle aquifer interval | Current: 212.8 ft amsl | 127.2 ft below GS | vs last year: -11.4 ft



30S/26E-06R | Pioneer North

Full Record | Middle aquifer interval | Current: 212.8 ft amsl | 127.2 ft below GS | vs last year: -11.4 ft



Questions?

Kern County Water Agency
Engineering & Groundwater Services

MEMORANDUM

20.2.1

TO: Water Resources Committee
Agenda Item No. 5a

FROM: Michelle Anderson / Lauren Bauer

DATE: November 18, 2026

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

Issue:
Report on the November 9, 2026 meetings of the Kern Non-Districted Lands Authority Board of Directors.

Recommended Motion:
None – information only.

Discussion:
The Kern Non-Districted Lands Authority Board of Directors meeting agenda for November 9, 2026 is provided as Attachment 1.

KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308
Special Meeting of the Board of Directors
November 9, 2026, 2:00 p.m.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

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

1. **Roll Call- Quorum Determination.**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

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

4. **Approval of Minutes**
   a. *September 28, 2026

5. **Financial Report**
   a. *Financial Reports and Accounts Payables
   b. * Consideration and Approval of Cost Sharing Agreements 27-01 and 27-02
   c. *2027 Budget

6. **Administration**
   a. Executive Director Report

7. **Technical Update**
   a. *Review, Accept and Authorize Subsidence Exceedance Investigation Report sent to DWR

8. **Subbasin Mitigation and Exceedance Policy Program Updates**
   a. *Consideration and Approval of the Kern County Subbasin Well Mitigation Program Version 3.0
   b. *Consideration and Approval of Exceedance Policy and Action Plans Version 3.0 and Degraded Water Quality Implementation Provisions Version 2.0

9. **Legal (Valerie)**
   a. Statewide Update

10. **New Business**

11. **Correspondence**

12. **Closed Session**
   a. **Conference with legal counsel – anticipated litigation**
   Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9. Two matters; Development groundwater demand management program; FHE agreement

13. **Adjournment**

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

Cross Valley Canal Committee

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 3

FROM: Kassidy Frey

DATE: November 18, 2026

SUBJECT: Report on Cross Valley Canal Operations and Deliveries

Issue:
Report on Cross Valley Canal operations and deliveries.

Recommended Motion:
None – information only.

Discussion:
A summary and graph of the Cross Valley Canal (CVC) operations, maintenance and deliveries for October 2026 is provided as Attachment 1. A table summarizing the monthly deliveries is provided as Attachment 2. Graphs illustrating deliveries by direction of flow and by source over the last 12 months are provided as Attachment 3. A schematic illustrating current CVC operations is provided as Attachment 4. A schematic illustrating the current maintenance and availability status of the pumps and motors at each pumping plant is provided as Attachment 5.

CROSS VALLEY CANAL
REPORT ON OPERATIONS, MAINTENANCE AND DELIVERIES
NOVEMBER 2026

CROSS VALLEY CANAL

OPERATIONS

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

Deliveries by Turnout:	California Aqueduct SWP (AF)	California Aqueduct CVP (AF)	CVC Total (AF)
N-2 Siphon	476	-	476
Strand Siphon	1,111	-	1,111
North Strand	595	-	595
Kern Water Bank P-11 Turnout	2,380	-	2,380
Rosedale-Rio Bravo Central Intake	5,703	-	5,703
Nord Turnout	6,050	-	6,050
Section 4 Turnout	1,428	-	1,428
River Turnout No. 1	317	-	317
River Turnout No. 2	3,610	-	3,610
Arvin-Edison Turnout	-	9,812	9,812
Henry C. Garnett Water Purification Plant	329	-	329
Total	21,999	9,812	31,811

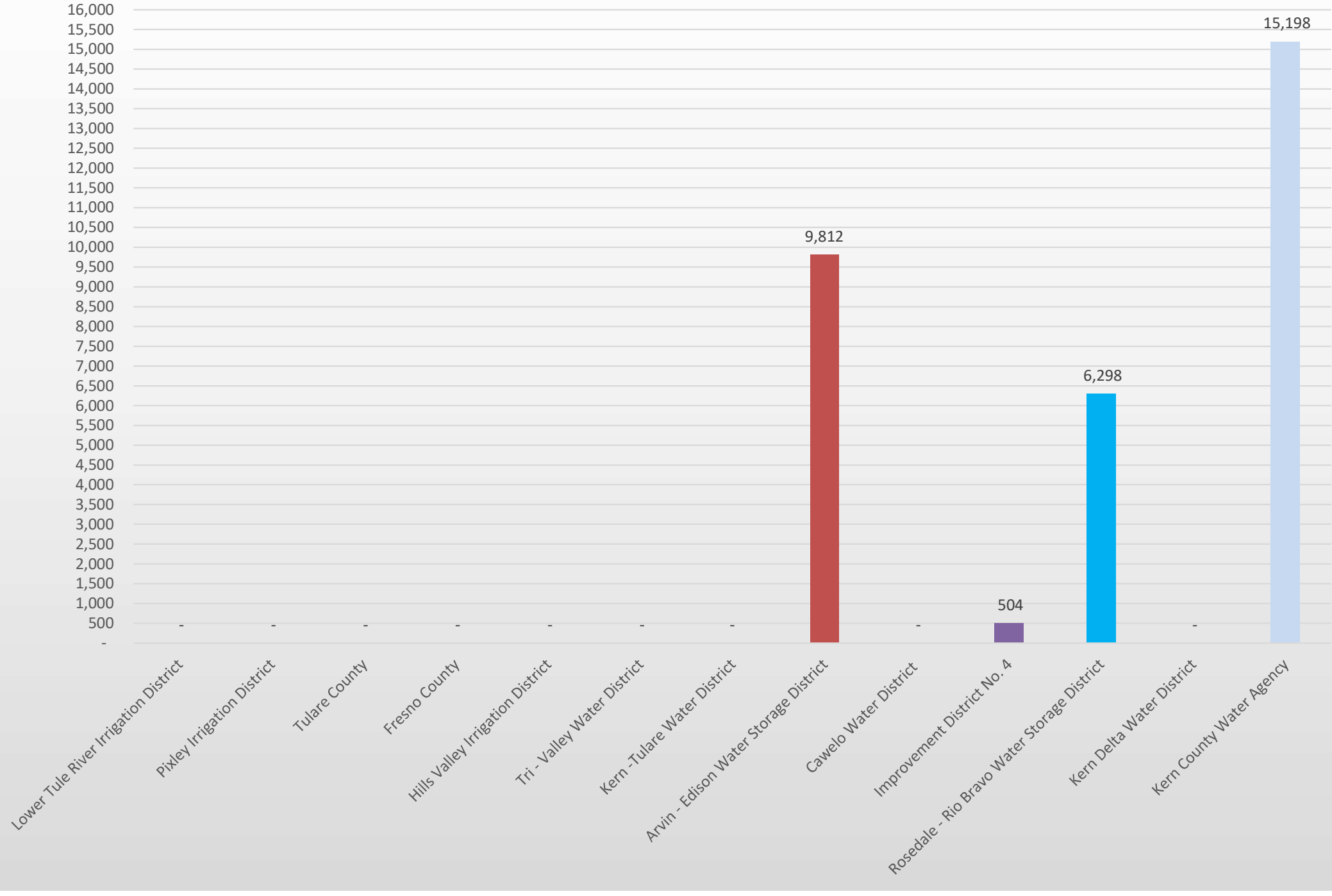
MAINTENANCE AND REPAIRS

- Greased all Cross Valley Canal (CVC) turnout shafts;
- Cleaned the ARMCO turnout using the Gradall excavator;
- Repaired the bleeder valve on the air compressor at CVC Pumping Plant No. 4B;
- Replaced the weir boards and sealed Kimble Weir in Pool 7 of the CVC;
- Dewatered Pool 7 of the CVC for invert study;
- Replaced the fuses on pump 6N motor (600 HP) at CVC Pumping Plant No. 6B;
- Responded to power failures at CVC Pumping Plant Nos. 5A and 6B;
- Replaced three jog buttons at CVC Pumping Plant No. 7;
- Disconnected pump 6N motor (600 HP) at CVC Pumping Plant No. 6B;
- Picked up spare CVC motor (565 HP) from motor shop;
- Made emergency delivery to Improvement District No. 4 (ID4) Treatment Plant;
- Replaced speed sensor on pump 1G (250 HP) at CVC Pumping Plant No. 1A;
- Fixed North Strand turnout flow meter;
- Applied pre-emergent herbicides to CVC pumping plants;
- Removed the River Turnout No. 1 stoplogs from CVC;
- Repaired pump 5J (100 HP) siphon breaker at CVC Pumping Plant No. 5A;

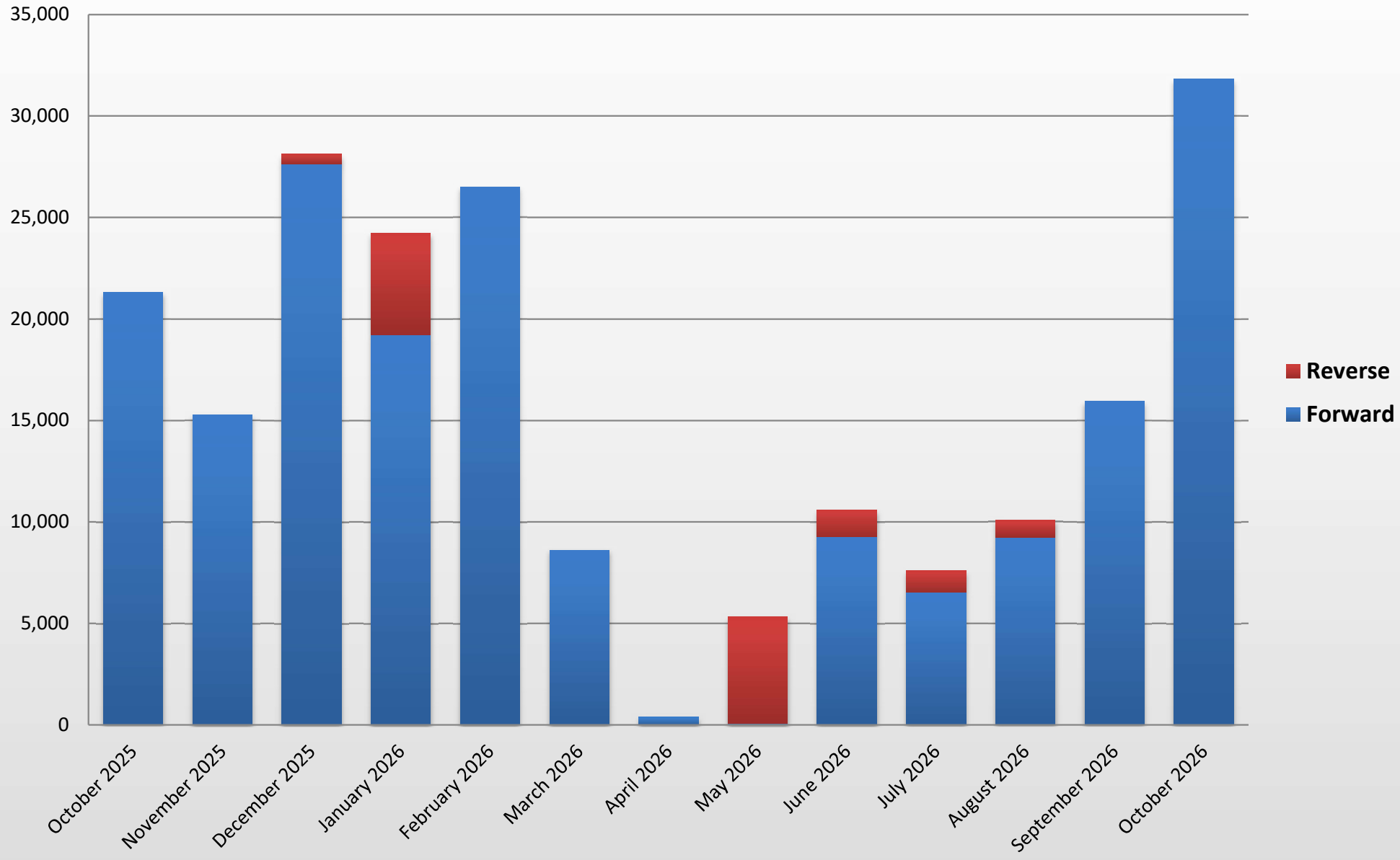
- Tested the Nord Turnout flow meter;
- Replaced the lifeline at CVC Pumping Plant No. 5A;
- Escorted contractor for multiple CVC biological studies;
- Fabricated brackets for new siphon breaker actuators at CVC Pumping Plant No. 3B;
- Replaced the ground cable on pump 2E (565 HP) at CVC Pumping Plant No. 2A;
- Escorted Kern-Tulare Water District on a tour of CVC Pumping Plant No. 6B;
- Reconnected pump 6N motor (600 HP) at CVC Pumping Plant No. 6B;
- Performed mechanical cleaning of pumping plant forebays and walk decks using Gradall excavator;
- Assisted electrical staff with multiple motor control issues at various pumping plants;
- Continued to collect groundwater level measurements from CVC Pools 1-8 piezometers;
- Escorted SCADA contractor for multiple issues on the CVC;
- Performed spare motor maintenance by spinning motor shafts on all spare motors at the CVC O&M Center;
- Performed post-emergent herbicide applications;
- Performed minor fence and gate repairs;
- Performed road and levee maintenance and washout repairs along CVC rights-of-way;
- Performed siphon breaker and compressor checks throughout entire CVC system;
- Performed electrical preventative maintenance checks and testing at all CVC Motor Control Centers (MCC);
- Performed routine maintenance activities that included vehicle and heavy equipment maintenance repairs, pump maintenance and interior MCC buildings cleaning; and
- Performed a monthly safety inspection at the CVC O&M Center.

Attachment 2

Cross Valley Canal
October 2026 Deliveries
Total Deliveries 31,811 af

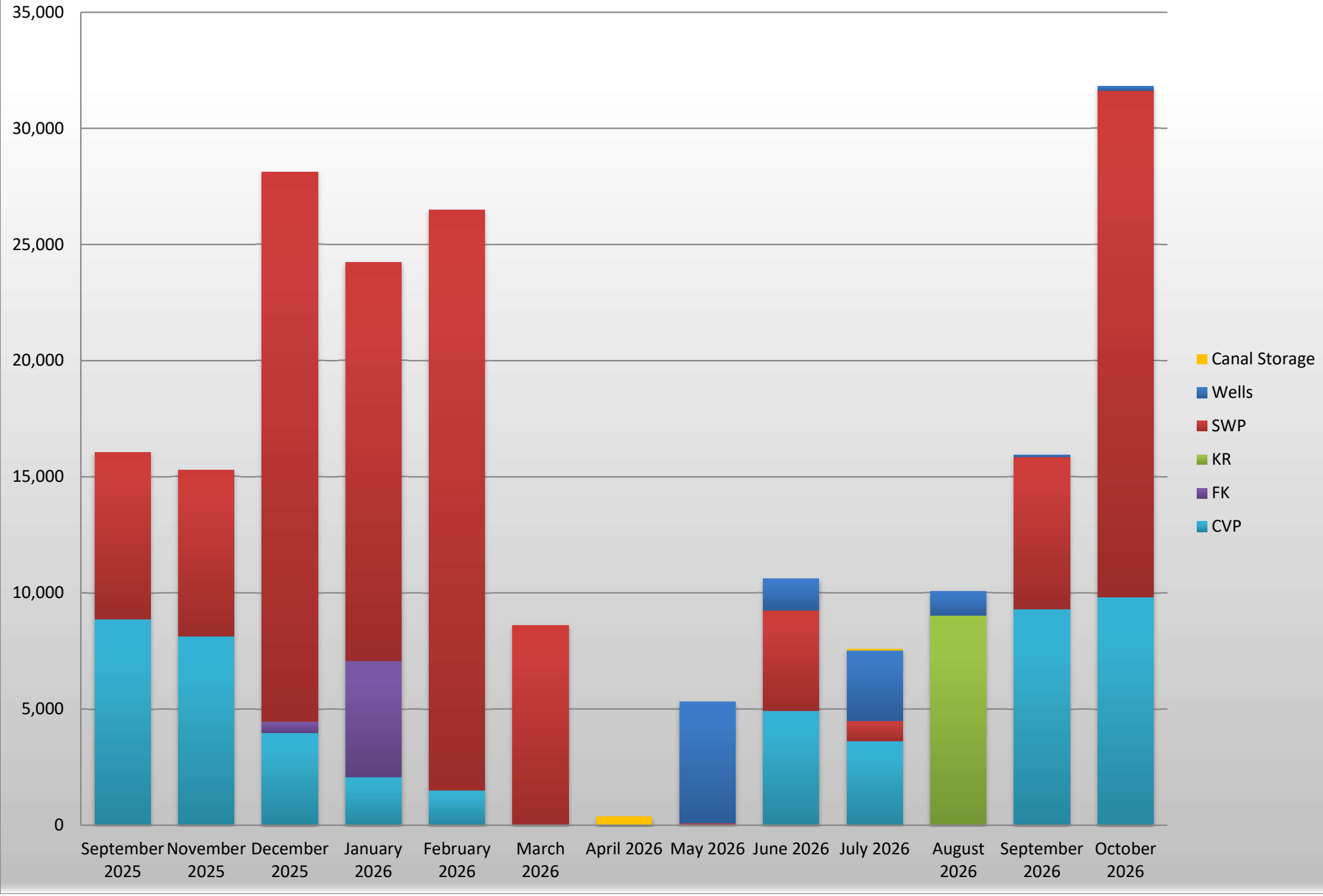


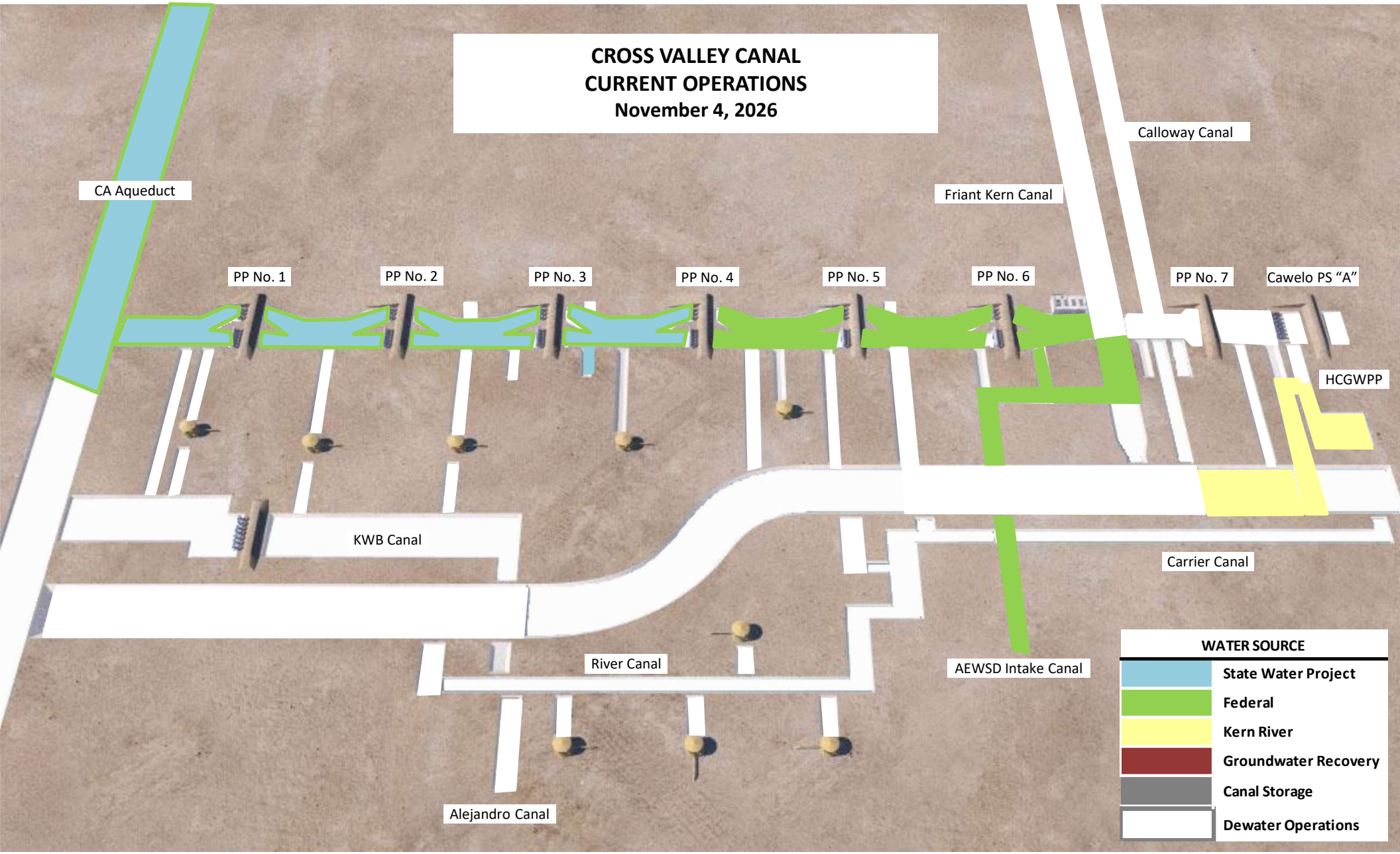
Cross Valley Canal
Twelve Month Delivery by Direction



Attachment 3

Cross Valley Canal
Twelve Month Delivery by Source




CROSS VALLEY CANAL
CURRENT OPERATIONS
November 4, 2026
CA Aqueduct
Calloway Canal
Friant Kern Canal
PP No. 1
PP No. 2
PP No. 3
PP No. 4
PP No. 5
PP No. 6
PP No. 7
Cawelo PS "A"
HCGWPP
KWB Canal
Carrier Canal
River Canal
AEWSD Intake Canal
Alejandro Canal
WATER SOURCE
State Water Project
Federal
Kern River
Groundwater Recovery
Canal Storage
Dewater Operations

Cross Valley Canal

Pump and Flow Configuration

Last Updated on November 4, 2026

		'A' Pumping Plants										'B' Pumping Plants					
		A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**J**	**Total cfs**	**K**	**L**	**M**	**N**	**Total cfs**	**Total cfs**
Pumping Plant No. 1	Estimated Horsepower	100	250	565	565	565	565	250	100			800	800	800			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		**922**	167	167	167		**500**	**1,422**
Pumping Plant No. 2	Estimated Horsepower	100	250	565	565	565	565	250	100			700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	180	70	31		**922**	167	167	167		**500**	**1,422**
Pumping Plant No. 3	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	**843**	167	167	167		**500**	**1,343**
Pumping Plant No. 4	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	1/1/27	180	180	180	70	31	70	31	**773**	167	167	167		**500**	**1,273**
Pumping Plant No. 5	Estimated Horsepower	100	250	565	565	565	250	100	250	100		700	700	700			
	Estimated Flow Rate (cfs)	31	70	180	180	180	70	31	70	31	**843**	167	167	167		**500**	**1,343**
Pumping Plant No. 6	Estimated Horsepower	100	250	565	565	565	250	250	100			200	600	600	350		
	Estimated Flow Rate (cfs)	11/27/26	70	180	180	180	70	70	31		**781**	40	185	185	90	**500**	**1,312**
Pumping Plant No. 7	Estimated Horsepower	100	250	250	250	250	100										
	Estimated Flow Rate (cfs)	31	70	70	70	70	31				**342**						**342**

Note: Return to service dates are subject to change.

Current spares:

- Bell/Bowl/Impeller sets: 100 hp (31cfs), 250 hp (70cfs) and 400 hp (140 cfs);
- Pump/Appurtenances: 600 hp (200 cfs), 700 hp (167 cfs) and 800 hp (167 cfs); and
- Motors: 100 hp, 200 hp, 250 hp, 350 hp, 400 hp, 600 hp, 700 hp and 800 hp.

Pump out for service

Motor out for service

MEMORANDUM

20.2.1

TO: Cross Valley Canal Committee
Agenda Item No. 4

FROM: Kassidy Frey

DATE: November 18, 2026

SUBJECT: Authorization to Approve the 2027 Cross Valley Canal Operations and Maintenance Budget

Issue:
Consider approving the 2027 Cross Valley Canal Operations and Maintenance Budget.

Recommended Motion:
Approve the 2027 Cross Valley Canal Operations and Maintenance Budget in the total amount of $11,698,310 as outlined in the November 18, 2026, staff memorandum to the Cross Valley Canal Committee, Agenda Item No. 4.

Discussion:
Provided as Attachment 1 is the proposed 2027 Cross Valley Canal (CVC) Operations and Maintenance (O&M) Budget (Budget). The proposed 2027 Budget is $11,663,810 for operations, maintenance and administration. This represents a 44 percent increase compared to the 2026 Budget. The proposed 2027 Budget includes the following items: pumping plant air conditioner replacements; levee road repairs; River Turnout No. 1 gate installation; CVC liner repairs; CVC metering study; Supervisory Control and Data Acquisition system upgrades; CVC liner ladder replacements; A-Plant electrical evaluation; CVC Pool level circuit survey; CVC flow meter testing; CVC meter implementation; CVC O&M Buildings Design; capacitor replacements; Kimble Weir Board Replacements; CVC Pool 8 benchmarks; Pumping Plant Nos. 1-4 Stair Upgrades and a comprehensive assessment of the CVC related to the CVC Hydraulic Improvement Project. Approval of the 2027 Budget authorizes expenditure for all asterisked items and all items that are not included in the Kern County Water Agency's (Agency) Fiscal Year 2026-27 budget. These costs are reimbursed by the CVC Participants and there is no fiscal impact to the Agency.

This item was discussed and recommended by the CVC Advisory Committee at the November 16, 2026 meeting.

KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2023-2025 ACTUAL, 2026 YTD and DRAFT 2027

Description	2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Actual Expenses	2026 Approved Budget	2026 Expenses @ 08/31/26	2026 Estimated Exp. @ 12/31/26	2027 **Approved Budget**	% **Change 2027 / 2026**
SALARIES AND BENEFITS	**$2,353,000**	**$1,965,108**	**$2,353,000**	**$1,911,689**	**$2,353,000**	**$2,143,963**	**$2,353,000**	**$1,193,378**	**$2,198,520**	**$2,929,000**	**24.5%**
MAINTENANCE	**561,000**	**248,170**	**1,186,000**	**1,123,732**	**825,500**	**646,988**	**1,683,000**	**335,578**	**1,738,910**	**2,264,000**	**34.5%**
OPERATING SUPPLIES	**96,500**	**91,175**	**121,500**	**111,677**	**146,500**	**145,679**	**146,500**	**67,267**	**100,901**	**151,500**	**3.4%**
OFFICE SUPPLIES	**17,500**	**9,570**	**10,000**	**3,205**	**21,000**	**1,282**	**13,500**	**2,172**	**3,258**	**6,600**	**-51.1%**
UTILITIES	**38,000**	**30,812**	**38,000**	**51,749**	**38,000**	**50,552**	**47,600**	**23,612**	**47,600**	**47,600**	**0.0%**
PROFESSIONAL SERVICES	**1,374,000**	**347,754**	**1,360,000**	**407,250**	**1,925,000**	**267,606**	**2,607,500**	**145,583**	**218,375**	**3,261,900**	**25.1%**
MEETINGS, TRAVEL & EDUCATION	**10,000**	**389**	**12,500**	**2,273**	**8,500**	**17,693**	**8,500**	**2,309**	**3,463**	**8,500**	**0.0%**
LICENSES & PERMITS	**1,000**	**271**	**1,000**	**3,383**	**6,000**	**42**	**1,000**	**1,436**	**1,436**	**1,500**	**50.0%**
INSURANCE	**144,300**	**109,682**	**169,700**	**126,505**	**171,700**	**122,091**	**171,700**	**93,933**	**155,679**	**155,700**	**-9.3%**
RENTS & LEASES	**60,000**	**32,948**	**40,000**	**8,882**	**40,000**	**1,116**	**40,000**	**127**	**191**	**40,000**	**0.0%**
ASSOC. & PROF. MEMBERSHIP FEES	**15,000**	**10,381**	**15,000**	**9,187**	**15,000**	**17,354**	**25,400**	**0**	**25,400**	**23,910**	**-5.9%**
DIRECTORS FEES	**6,000**	**3,404**	**6,000**	**7,031**	**6,000**	**2,875**	**6,000**	**1,179**	**1,769**	**6,000**	**0.0%**
OUTSIDE SERVICES	**10,000**	**10,088**	**16,000**	**14,434**	**12,500**	**16,665**	**15,500**	**7,814**	**11,722**	**15,500**	**0.0%**
AGENCY OVERHEAD	**502,700**	**548,106**	**507,300**	**583,871**	**607,100**	**593,016**	**607,100**	**348,635**	**607,100**	**607,100**	**0.0%**
REPLACEMENT FUND COLLECTION	**0**	**0**	**0**	**0**	**30,200**	**30,200**	**0**	**0**	**0**	**0**	**0.0%**
TRANSFER FROM RESERVES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.0%**
OPERATING CAPITAL OUTLAY	**4,383,000**	**1,282,677**	**3,325,000**	**2,170,622**	**651,100**	**64,893**	**395,000**	**334,644**	**568,096**	**2,179,500**	**451.8%**
TOTAL CVC OPERATIONS	**$9,572,000**	**$4,690,535**	**$9,161,000**	**$6,535,490**	**$6,857,100**	**$4,122,017**	**$8,121,300**	**$2,557,668**	**$5,682,420**	**$11,698,310**	**44.0%**

KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2023-2025 ACTUAL, 2026 YTD and DRAFT 2027

Account Number	Description		2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Actual Expenses	2026 Approved Budget	2026 Expenses @ 08/31/26	Estimated Exp. @ 12/31/26	% of 2026 Estimated / Approved	2027 Draft Budget Collection	% Change 2027 / 2026
EMPLOYEE SALARIES									A		B	B / A	C	C / A
5000	Regular Salaries		1,100,000	1,028,910	1,100,000	903,039	1,100,000	1,144,532	**1,100,000**	**658,541**	**987,812**	**-10.2%**	**1,407,000**	**27.9%**
5001	Overtime		100,000	113,125	100,000	78,317	100,000	62,115	**100,000**	**38,472**	**57,709**	**-42.3%**	**100,000**	**0.0%**
	TOTAL SALARIES		1,200,000	1,142,035	1,200,000	981,356	1,200,000	1,206,647	**1,200,000**	**697,014**	**1,045,520**	**-12.9%**	**1,507,000**	**25.6%**
EMPLOYEE BENEFITS														
5020	Retirement		626,000	446,852	626,000	468,648	626,000	480,400	**626,000**	**282,476**	**626,000**	**0.0%**	**804,000**	**28.4%**
5010	Social Security		93,000	73,418	93,000	79,229	93,000	84,360	**93,000**	**52,610**	**93,000**	**0.0%**	**116,000**	**24.7%**
5021,23	Health & Dental Insurance		407,000	285,991	407,000	371,702	407,000	359,839	**407,000**	**152,853**	**407,000**	**0.0%**	**468,000**	**15.0%**
5022,24	Life Insurance and Vision Care		12,500	8,343	12,500	5,294	12,500	6,915	**12,500**	**4,284**	**12,500**	**0.0%**	**15,000**	**20.0%**
5012	Unemployment Insurance		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
5025	LTD Insurance		14,500	8,469	14,500	5,460	14,500	5,802	**14,500**	**4,142**	**14,500**	**0.0%**	**19,000**	**31.0%**
	TOTAL EMPLOYEE BENEFITS		1,153,000	823,073	1,153,000	930,333	1,153,000	937,316	**1,153,000**	**496,365**	**1,153,000**	**0.0%**	**1,422,000**	**23.3%**
	TOTAL SALARIES AND BENEFITS		2,353,000	1,965,108	2,353,000	1,911,689	2,353,000	2,143,963	**2,353,000**	**1,193,378**	**2,198,520**	**-6.6%**	**2,929,000**	**24.5%**
MAINTENANCE														
5400	Structures & Improvements *	[1]	100,000	32,404	700,000	793,368	442,500	299,679	**1,320,000**	**73,936**	**1,320,000**	**0.0%**	**1,586,000**	**20.2%**
5401	Mobile Equipment *	[2]	50,000	45,730	65,000	32,383	65,000	28,711	**40,000**	**110,275**	**165,413**	**313.5%**	**65,000**	**62.5%**
5402	Electronic Equipment *	[3]	30,000	29,862	40,000	8,296	30,000	7,556	**30,000**	**44,262**	**66,394**	**121.3%**	**30,000**	**0.0%**
5403	Pumps & Motors *	[4]	325,000	116,864	325,000	245,285	250,000	272,248	**250,000**	**82,438**	**123,657**	**-50.5%**	**500,000**	**100.0%**
5404	Chemicals & Weed Control *	[5]	50,000	20,240	50,000	38,762	30,000	34,396	**35,000**	**7,392**	**35,000**	**0.0%**	**45,000**	**28.6%**
5408	Office Equip. & Furnishings *		1,000	0	1,000	0	3,000	0	**3,000**	**0**	**0**	**-100.0%**	**3,000**	**0.0%**
5409	Other Maintenance *		5,000	3,070	5,000	5,638	5,000	4,399	**5,000**	**17,274**	**28,447**	**468.9%**	**35,000**	**600.0%**
	TOTAL MAINTENANCE		561,000	248,170	1,186,000	1,123,732	825,500	646,988	**1,683,000**	**335,578**	**1,738,910**	**3.3%**	**2,264,000**	**34.5%**
OPERATING SUPPLIES														
5260	Fuel and Oil - Vehicles *		60,000	65,337	60,000	74,099	65,000	64,911	**65,000**	**43,768**	**65,653**	**1.0%**	**75,000**	**15.4%**
5299	Other Operating Supplies *		10,000	0	10,000	20,921	5,000	29,978	**5,000**	**4,369**	**6,553**	**31.1%**	**0**	**-100.0%**
5410	Janitorial Supplies *		1,500	0	1,500	0	1,500	70	**1,500**	**0**	**0**	**-100.0%**	**1,500**	**0.0%**
5589	Safety Equipment *	[6]	25,000	25,838	50,000	16,657	75,000	50,721	**75,000**	**19,130**	**28,695**	**-61.7%**	**75,000**	**0.0%**
	TOTAL OPERATING SUPPLIES		96,500	91,175	121,500	111,677	146,500	145,679	**146,500**	**67,267**	**100,901**	**-31.1%**	**151,500**	**3.4%**
OFFICE SUPPLIES														
5500	General Office Supplies *		4,000	93	1,000	70	1,000	27	**500**	**85**	**127**	**-74.6%**	**500**	**0.0%**
5501	Printing & Reproductions *		5,000	3,076	1,000	249	1,000	0	**500**	**0**	**0**	**-100.0%**	**100**	**-80.0%**
5502	Computer Supplies/Subscriptions *	[7]	8,500	6,401	8,000	2,886	19,000	1,255	**12,500**	**2,087**	**3,131**	**-75.0%**	**6,000**	**-52.0%**
	TOTAL OFFICE SUPPLIES		17,500	9,570	10,000	3,205	21,000	1,282	**13,500**	**2,172**	**3,258**	**-75.9%**	**6,600**	**-51.1%**
UTILITIES														
5570	Telephone *		18,000	11,588	18,000	25,916	18,000	27,643	**27,600**	**14,189**	**27,600**	**0.0%**	**27,600**	**0.0%**
5571	Gas, Electricity, Water & Garbage *		20,000	19,224	20,000	25,833	20,000	22,910	**20,000**	**9,423**	**20,000**	**0.0%**	**20,000**	**0.0%**
	TOTAL UTILITIES		38,000	30,812	38,000	51,749	38,000	50,552	**47,600**	**23,612**	**47,600**	**0.0%**	**47,600**	**0.0%**

[1] Proposed costs consist of various anticipated and unanticipated structural repairs and improvements. Additional proposed costs include two actuator replacements, two air conditioning unit replacements, gravel for levee roads, gate replacement install for River Turnout No. 1, CVC liner ladder replacements and Pumping Plant Nos. 1-4 stair upgrades.
[2] Proposed costs include maintenance costs on all vehicles and equipment.
[3] Proposed costs include maintenance costs for electrical equipment in motor control centers, canal and canal structures, SCADA components and CVC O&M Center.
[4] Proposed costs include repair or replacement of shafts, bushings and/or coating, as needed.
[5] Proposed costs include chemicals for weed maintenance and golden mussel treatment, as needed.
[6] Proposed costs include purchase of new safety equipment, including, but not limited to, signage, railing, lighting, safety upgrades and a replacement surveillance system.
[7] Proposed costs include replacement costs for computers, upgrade costs for software and Windows 10 LTSC software.

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KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
BUDGETED AND ACTUAL OPERATING COSTS
CALENDAR YEARS 2023-2025 ACTUAL, 2026 YTD and DRAFT 2027

Account Number	Description		2023 Approved Budget	2023 Actual Expenses	2024 Approved Budget	2024 Actual Expenses	2025 Approved Budget	2025 Actual Expenses	2026 Approved Budget	Expenses @ 08/31/26	Estimated Exp. @ 12/31/26	% of 2026 Estimated / Approved	2027 Draft Budget Collection	% Change 2027 / 2026
PROFESSIONAL SERVICES									A		B	B / A	C	C / A
5601	Legal Services *		20,000	160	40,000	30,644	40,000	46,299	**40,000**	**64,955**	**97,433**	**143.6%**	**40,000**	**0.0%**
5602	Consulting Engineers *	[8]	986,000	250,246	910,000	262,651	1,640,000	51,248	**1,710,000**	**17,573**	**26,359**	**-98.5%**	**2,977,900**	**74.1%**
5604	Special Consultants *	[9]	368,000	97,348	410,000	113,955	245,000	170,059	**857,500**	**63,055**	**94,582**	**-89.0%**	**244,000**	**-71.5%**
	TOTAL PROFESSIONAL SERVICES		1,374,000	347,754	1,360,000	407,250	1,925,000	267,606	**2,607,500**	**145,583**	**218,375**	**-91.6%**	**3,261,900**	**25.1%**
BUSINESS MEETINGS & TRAVEL EXPENSE														
5591	Business Meetings/Travel *		5,000	389	5,000	2,273	1,000	17,693	**1,000**	**2,309**	**3,463**	**246.3%**	**1,000**	**0.0%**
5592	Educational Expense *	[10]	5,000	0	7,500	0	7,500	0	**7,500**	**0**	**0**	**-100.0%**	**7,500**	**0.0%**
	TOTAL MEETINGS & TRAVEL EXPENSE		10,000	389	12,500	2,273	8,500	17,693	**8,500**	**2,309**	**3,463**	**-59.3%**	**8,500**	**0.0%**
LICENSES & PERMITS														
5950	Licenses & Permits *		1,000	271	1,000	3,383	6,000	42	**1,000**	**1,436**	**1,436**	**43.6%**	**1,500**	**50.0%**
	TOTAL LICENSES & PERMITS		1,000	271	1,000	3,383	6,000	42	**1,000**	**1,436**	**1,436**	**43.6%**	**1,500**	**50.0%**
INSURANCE														
5582	Property Insurance *		57,600	62,423	83,000	76,354	83,000	64,358	**83,000**	**87,979**	**87,979**	**6.0%**	**83,000**	**0.0%**
5584	Other Insurance Premiums *		0	0	0	1,346	2,000	0	**2,000**	**0**	**2,000**		**2,000**	**0.0%**
5011	Workers Compensation Insurance *		51,000	23,328	51,000	24,972	51,000	29,763	**51,000**	**9,946**	**30,000**	**-41.2%**	**35,000**	**-31.4%**
5581	Liability Insurance (JPIA) *		35,700	23,931	35,700	23,833	35,700	27,971	**35,700**	**(3,992)**	**35,700**	**0.0%**	**35,700**	**0.0%**
	TOTAL INSURANCE		144,300	109,682	169,700	126,505	171,700	122,091	**171,700**	**93,933**	**155,679**	**-9.3%**	**155,700**	**-9.3%**
RENTS & LEASES														
5290	Equipment *		60,000	32,948	40,000	8,882	40,000	1,116	**40,000**	**127**	**191**	**-99.5%**	**40,000**	**0.0%**
	TOTAL RENTS & LEASES		60,000	32,948	40,000	8,882	40,000	1,116	**40,000**	**127**	**191**	**-99.5%**	**40,000**	**0.0%**
ASSOC. & PROF. MEMBERSHIP FEES														
5550	Assoc. Fees *	[11]	15,000	10,381	15,000	9,187	15,000	17,354	**25,400**	**0**	**25,400**	**0.0%**	**23,910**	**-5.9%**
	TOTAL ASSOC. FEES		15,000	10,381	15,000	9,187	15,000	17,354	**25,400**	**0**	**25,400**	**0.0%**	**23,910**	**-5.9%**
DIRECTORS FEES														
5590	Directors Fees *		6,000	3,404	6,000	7,031	6,000	2,875	**6,000**	**1,179**	**1,769**	**-70.5%**	**6,000**	**0.0%**
	TOTAL DIRECTORS FEES		6,000	3,404	6,000	7,031	6,000	2,875	**6,000**	**1,179**	**1,769**	**-70.5%**	**6,000**	**0.0%**
OUTSIDE SERVICES														
5510	Laundry & Uniforms *		10,000	10,088	10,000	13,018	10,000	15,890	**13,000**	**7,755**	**11,632**	**-10.5%**	**13,000**	**0.0%**
5960	Security *		0		6,000	1,416	2,500	775	**2,500**	**60**	**89**	**0.0%**	**2,500**	**0.0%**
	TOTAL OUTSIDE SERVICES		10,000	10,088	16,000	14,434	12,500	16,665	**15,500**	**7,814**	**11,722**	**-24.4%**	**15,500**	**0.0%**
AGENCY OVERHEAD														
5599	KCWA Overhead Allocation *	[12]	502,700	548,106	507,300	583,871	607,100	593,016	**607,100**	**348,635**	**607,100**	**0.0%**	**607,100**	**0.0%**
	TOTAL OVERHEAD EXPENSE		502,700	548,106	507,300	583,871	607,100	593,016	**607,100**	**348,635**	**607,100**	**0.0%**	**607,100**	**0.0%**
REPLACEMENT FUND COLLECTIONS														
	CVC Replacement fund collections	[13]	0	0	0	0	30,200	30,200	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
	TOTAL REPLACEMENT FUND		0	0	0	0	30,200	30,200	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
TRANSFER FROM RESERVES														
	Maintenance Fund Reserve Transfer		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
	TOTAL TRANSFER FROM RESERVES		0	0	0	0	0	0	**0**	**0**	**0**	**0.0%**	**0**	**0.0%**
OPERATING CAPITAL EXPENDITURES														
5720	Structures & Improvements	[14]	3,518,000	946,444	2,690,000	2,015,377	130,000	(58,593)	**75,000**	**287,738**	**287,738**	**283.7%**	**2,129,500**	**2739.3%**
5730	Mobile Equipment	[15]	435,000	332,470	335,000	155,245	141,100	121,987	**210,000**	**0**	**210,000**	**0.0%**	**0**	**-100.0%**
5740	Electrical & Mechanical Equipment *	[16]	430,000	3,763	300,000	0	380,000	1,499	**110,000**	**46,906**	**70,359**	**-36.0%**	**50,000**	**-54.5%**
	TOTAL CAPITAL EXPENDITURES		4,383,000	1,282,677	3,325,000	2,170,622	651,100	64,893	**395,000**	**334,644**	**568,096**	**43.8%**	**2,179,500**	**451.8%**
TOTAL CROSS VALLEY CANAL OPERATIONS			$9,572,000	$4,690,535	$9,161,000	$6,535,490	$6,857,100	$4,122,017	**$8,121,300**	**$2,557,668**	**$5,682,420**	**-377.4%**	**$11,698,310**	**44.0%**

[8] Proposed costs include a comprehensive assessment of the CVC, A-Plant electrical evaluation, CVC metering study, Hageman Flyover Utility Conflict Relocation Project design, CVC meter implementation, SCADA system upgrades, miscellaneous consulting engineering, CVC O&M center design, Kimble weir board replacements, Pumping Plant Nos. 1-4 stair upgrades, CVC Pool 7 invert survey, CVC Pools 5-8 level circuit survey, electrical engineering services, bridge inspections and a pump consultant.

[9] Proposed costs include golden mussel response, biological services, CVC flow meter testing, CVC roof maintenance and inspection, database consulting, safety/emergency response planning consulting services, SCADA consulting services, miscellaneous consulting services and standby emergency electrical services.

[10] Miscellaneous educational expenses and up to five staff members to attend pump and/or flow measurement courses at Cal Poly Irrigation Training and Research Center.

[11] Proposed costs include estimated Agricultural Energy Consumers Association dues, as well as the CVC's proportionate share of the Agency's dues for the American Concrete Institute, American Society of Testing and Materials, Association of California Water Agencies, International Society of Automation, National Association of Corrosion Engineers International and the Underground Service Alert.

[12] Proposed costs are utilizing Agency's FY 2026-27 Overhead Allocation for budgeted amount of $607,100. The 2025-26 FY Budget amount was $607,100.

[13] CVC Replacement Fund collected $75,000 in 2005, $100,000 from 2006-2008, $20,000 in 2009, $40,000 from 2011-2021. The fund decreased by $375,199.91 with the Gradall purchase in 2010 and no additional funds were collected that year. In 2022, $40,000 was refunded to the Participants. CVC Maintenance Fund, which began with the 2012 CVC O&M Budget, collected $300,000 from 2012-2014, $200,000 in 2017, $50,000 in 2021 and $34,450 in 2022. In 2022, $50,000 was refunded to the Participants. CVC Replacement Fund and CVC Maintenance Fund are now combined into one replacement fund for maintenance, capital purchases and CVC power costs. The current fund total is $1,000,000.

[14] Proposed costs include anticipated and unanticipated repairs and improvements to the CVC and CVC structures as well as replacement capacitors, CVC O&M building construction and CVC Pool 8 benchmark equipment.

[15] No vehicle purchase necessary in CY 2027.

[16] Proposed costs include miscellaneous electrical and mechanical equipment.

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KERN COUNTY WATER AGENCY
CROSS VALLEY CANAL
Draft 2027 Operations and Maintenance Budget
Allocation to CVC Participants Utilizing CVC Integrated Canal Capacities

C.V.C. PARTICIPANTS	Integrated Canal Capacity (%) Percentages	2027 Integrated Canal Est. Annual Budget O&M Costs [A]	Less 2026 O&M Budget Total Rollover Costs [1] [B]	Less O&M Center Buildings Costs [2] [C]	2027 Integrated Canal Est. Collected Annual O&M Costs [D] [A-B-C]	2027 Integrated Canal Quarterly O&M Costs [E] [D/4]	Extension Capacity (%) Percentages	2027 Integrated Canal Est. Annual Budget O&M Costs [F]	Less 2026 O&M Budget Total Rollover Costs [1] [G]	Less O&M Center Buildings Costs [2] [H]	2027 Integrated Canal Est. Collected Annual O&M Costs [I] [F-G-H]	2027 Integrated Canal Quarterly O&M Costs [J] [I/4]
FRESNO-TULARE GROUP												
Lower-Tule River I.D.	7.91%	$ 770,970	$ 92,689	$ 135,386	$ 542,895	$ 135,724	0.00%	$ -	$ -	$ -	$ -	$ -
Pixley I.D.	7.91%	770,970	92,689	135,386	542,895	$ 135,724	0.00%	-	-	-	-	-
County of Tulare	0.76%	74,076	8,906	13,008	52,162	$ 13,041	0.00%	-	-	-	-	-
County of Fresno	0.76%	74,075	8,906	13,008	52,161	$ 13,040	0.00%	-	-	-	-	-
Hills Valley I.D.	0.55%	53,607	6,445	9,414	37,748	$ 9,437	0.00%	-	-	-	-	-
Tri-Valley W.D.	0.25%	24,367	2,929	4,279	17,159	$ 4,290	0.00%	-	-	-	-	-
Sub-Total F-T Group	18.14%	1,768,065	212,564	310,481	1,245,020	311,255	0.00%	-	-	-	-	-
ARVIN-EDISON W.S.D.	0.93%	90,645	10,898	15,918	63,829	15,957	0.00%	-	-	-	-	-
KERN-TULARE W.D.	13.99%	1,363,575	163,935	239,451	960,189	240,047	0.00%	-	-	-	-	-
CAWELO W.D.	12.26%	1,194,955	143,663	209,840	841,452	210,363	50.66%	988,645	113,073	165,160	710,412	177,603
IMPROVEMENT DISTR.No.4	12.81%	1,248,563	150,108	219,254	879,201	219,800	49.34%	962,885	110,127	160,856	691,902	172,975
ROSEDALE-RIO BRAVO WSD	5.07%	494,162	59,410	86,777	347,975	86,994	0.00%	-	-	-	-	-
Sub-Total Existing Participants	63.20%	6,159,965	740,578	1,081,721	4,337,666	1,084,417	100.00%	1,951,530	223,200	326,016	1,402,314	350,578
KERN COUNTY WATER AGENCY	14.72%	1,434,726	172,489	251,945	1,010,292	252,573	0.00%	-	-	-	-	-
KERN DELTA	14.72%	1,434,726	172,489	251,945	1,010,292	252,573	0.00%	-	-	-	-	-
ARVIN-EDISON W.S.D.	7.36%	717,363	86,244	125,973	505,146	126,287	0.00%	-	-	-	-	-
TOTAL	100.00%	$ 9,746,780	$ 1,171,800	$ 1,711,584	$ 6,863,396	$ 1,715,849	100.00%	$ 1,951,530	$ 223,200	$ 326,016	$ 1,402,314	$ 350,578

[1] $1,395,000 in funds collected in the 2026 CVC O&M Budget for the CVC liner repair and study, comprehensive assessment, A-Plant electrical assessment, Hageman Flyover, meter implementation, SCADA upgrades, bridge inspections, level circuit survey and O&M building modifications will be rolled over into the 2027 CVC O&M Budget and not refunded. Rollover funds are subject to 2026 end of year actual expenses and reconciliation in 2027.

[2] 2027 O&M Budget collection excludes $2,051,215 for the O&M center modifications and new building construction. Once bid, funds will be collected through amended quarterly or special invoicing, as needed.

2027 CVC Operations and Maintenance Budget
Preliminary Expenditures

		2027 Preliminary Budget
5400	**Structures and Improvements**	
	Routine	
	Actuator Replacements *	$ 30,000
	Air Conditioner Replacements *	200,000
	Structures and Improvements *	250,000
	Projects	
	CVC Liner Ladder Replacements *	$ 50,000
	CVC Pool 1 Liner Repair	-
	Levee Road Repairs *	400,000
	Pumping Plant Nos. 1-4 Stair Upgrades *	216,000
	River Turnout No. 1 Gate Installation *	40,000
	Shutdown Projects	
	CVC Liner Repair * [1]	$ 200,000
	Sediment Removal and Disposal * [2]	200,000
	Total	$ 1,586,000
5401	**Mobile Equipment ***	$ 65,000
5402	**Electronic Equipment ***	$ 30,000
5403	**Pumps and Motors ***	$ 500,000
5404	**Chemical and Weed Control ***	$ 45,000
5589	**Safety Equipment ***	$ 75,000
5502	**Computer Supplies ***	$ 6,000
5550	**Association and Professional Membership Fees ***	$ 23,910
5602	**Consulting Engineers**	
	CVC Hydraulic Improvement Projects	
	Comprehensive CVC Assessment *	$ 200,000
	Projects	
	A-Plant Electrical Evaluation *	$ 200,000
	Bridge Assessment *	125,000
	CVC Meter Implementation * [3]	25,000
	CVC Metering Study *	75,000
	CVC Operations and Maintenance Buildings Design * [4]	198,900
	CVC Pool 1 Liner Study	-
	Hageman Flyover Utility Conflict Relocation Project Design *	5,000
	Kimble Weir Board Replacements *	90,000
	Pumping Plant Nos. 1-4 Stair Upgrades *	20,000

[1] Project costs include replacement of up to ten panels at $20,000 each.
[2] Project costs include sediment removal and disposal for up to two pools.
[3] Design and implementation pending results of metering study.
[4] Design includes modifications to the existing O&M center, new O&M center and Pumping Plant No. 3 storage building.

* Approval of the 2027 O&M Budget authorizes expenditures as specified, subject to statutory and regulatory restrictions. Agency staff have discretion to move, reallocate and repurpose funds between line items without Advisory Committee action so long as the total budgeted amount is not increased.

2027 CVC Operations and Maintenance Budget
Preliminary Expenditures

			2027 Preliminary Budget
5602	**Consulting Engineers**		
	Projects		
	SCADA System Upgrades [5]	$	1,810,000
	Routine		
	Consulting Engineers - Miscellaneous *	$	50,000
	CVC Pool 7 Invert Survey * [6]		4,000
	CVC Pools 5-8 Level Circuit Survey *		125,000
	Electrical Engineering Services *		25,000
	Pump Consultant *		25,000
	Total	$	2,977,900
5604	**Special Consultants**		
	Projects		
	CVC Golden Mussels Monitoring *	$	68,000
	Routine		
	Biological Services *	$	6,000
	CVC Flow Meter Testing *		20,000
	CVC Meter Calibration [3]		-
	CVC Roof Maintenance and Inspection *		30,000
	Database Consultant *		10,000
	Safety/Emergency Response Planning *		10,000
	SCADA Consultant Services *		60,000
	Special Consultants - Miscellaneous *		20,000
	Standby Emergency Electrical Services Contract *		20,000
	Total	$	244,000
5720	**Structures and Improvements**		
	Projects		
	Capacitor Replacements *	$	25,000
	CVC Operations and Maintenance Buildings		2,037,600
	CVC Pool 8 Benchmarks *		2,500
	Routine		
	CVC Miscellaneous *	$	50,000
	Total	$	2,115,100
5730	**Mobile Equipment**		
	Vehicles - Up to 1	$	-
5740	**Electrical & Mechanical Equipment**		
	Routine		
	CVC Electrical and Mechanical Equipment *	$	50,000
	Pool 6 Meter Installation [3]		-
	Total	$	50,000

[3] Design and implementation pending results of metering study.
[5] Project costs include implementation and programming.
[6] Project costs to be paid for by the CVC Extension Participants.

* Approval of the 2027 O&M Budget authorizes expenditures as specified, subject to statutory and regulatory restrictions. Agency staff have discretion to move, reallocate and repurpose funds between line items without Advisory Committee action so long as the total budgeted amount is not increased.

2027 CVC Operations and Maintenance Budget
Preliminary Expenditures
Subject to Approval of Amendment(s) to the CVC Operations and Maintenance Budget

		2027 Preliminary Budget
5404	**Chemical and Weed Control**	
	Golden Mussels One-Time Treatment [1]	$ 3,800,000
	Golden Mussels Continuous Low-Dose Treatment [1]	4,167,000
	Total	$ 7,967,000
5602	**Consulting Engineers**	
	CVC Pool Geotechnical Studies [1]	$ 240,000
	Total	$ 240,000
5604	**Special Consultants**	
	Projects	
	CVC Golden Mussels Response [1]	$ 1,334,000
	Total	$ 1,334,000
5720	**Structures and Improvements**	
	Projects	
	CVC Pool No. 1 Liner Replacement - Construction [1]	$ 1,500,000
	CVC Pool No. 2 Liner Replacement - Construction [1]	1,500,000
	CVC Pool No. 3 Liner Replacement - Construction [1]	1,500,000
	CVC Pool No. 4 Liner Replacement - Construction [1]	1,500,000
	CVC Pool No. 5 Liner Replacement - Construction [1]	1,500,000
	Total	$ 7,500,000

[1] Once approved, funds will be collected through amended quarterly invoicing and/or special invoicing, as needed.

Improvement District No. 4 Committee

MEMORANDUM

20.2.1

TO: Improvement District No. 4 Committee
Agenda Item No. 3

FROM: Wes Shryock

DATE: November 18, 2026

SUBJECT: Report on Kern Water Bank Activities

Issue:
Report on Kern Water Bank activities.

Recommended Motion:
None – information only.

Discussion:
The Kern Water Bank Authority's November 3, 2026, Agenda and Monthly Status Report, and Groundwater Sustainability Agency Agenda are provided as Attachments 1, 2 and 3, respectively.

KERN WATER BANK AUTHORITY

Regular Meeting of Board of Directors
of the Kern Water Bank Authority
Tuesday, November 3, 2026, 3:15 PM
Kern Water Bank Authority Conference Room[1]
1620 Mill Rock Way, Suite 500, Bakersfield, California

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

AGENDA

1. Roll Call

2. Approval of Minutes
The Board will consider approval of minutes of the October 13, 2026, Regular Board of Directors' Meeting.

3. Treasurer's Report
The Board will consider approval of the October 2026 Treasurer's Report.

4. Authorization to Pay Expenses of Authority
The Board will consider approval of payment of the October 2026 accounts payable.

5. Reports/Other Action Items

A) Staff Report

Review and possibly act on items discussed in previously submitted Staff Report, staff recommendations, and other items regarding:

(1) Water Bank Operations
(2) Field Personnel Update
(3) CVC N-2 Siphon Repair/Replacement
    i. Consider Approval of N-2 Siphon Replacement Agreement between KWBA and Kern County Water Agency
(4) 3rd Party Facilities on Kern Water Bank
(5) Adjacent Properties
(6) KWBA HCP/NCCP and Land Management
(7) Capital Improvements/Replacements/Maintenance and Funding
(8) Data Collection and Automation

B) Directors, Counsel and Committee Reports

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

(1) Kern Fan Monitoring Committee

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

9. New Business

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

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

10. Public Input

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

11. Closed Session

A) Conference with Legal Counsel – Pending Litigation (Gov. Code, § 54956.9(d)(1)).

(1) Various Applications to appropriate Kern River water, complaint and related proceedings before the State Water Resources Control Board.

B) Conference with Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to Gov. Code, § 54956.9(d)(4). Two potential litigations.

C) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2). Two potential litigations.

D) Conference with Real Property Negotiator – Gov. Code, § 54956.8.

KWBA Representative: General Manager
Under Negotiation: Price and Terms of Payment
Negotiating Parties: KWBA and Kern County Water Agency
Property: CVC N2 Siphon Repair and Replacement

E) Conference with Real Property Negotiator – Gov. Code, § 54956.8.

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

12. Reconvene and Report from Closed Session (Gov. Code, § 54957.1)

13. Adjourn

KERN WATER BANK AUTHORITY

MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: November 3, 2026

Subject: Monthly Status Report

CALENDAR

The next KWBA 2026 Regular Board of Directors' Meeting is scheduled for Tuesday, December 8, 2026 (3:15 P.M.).

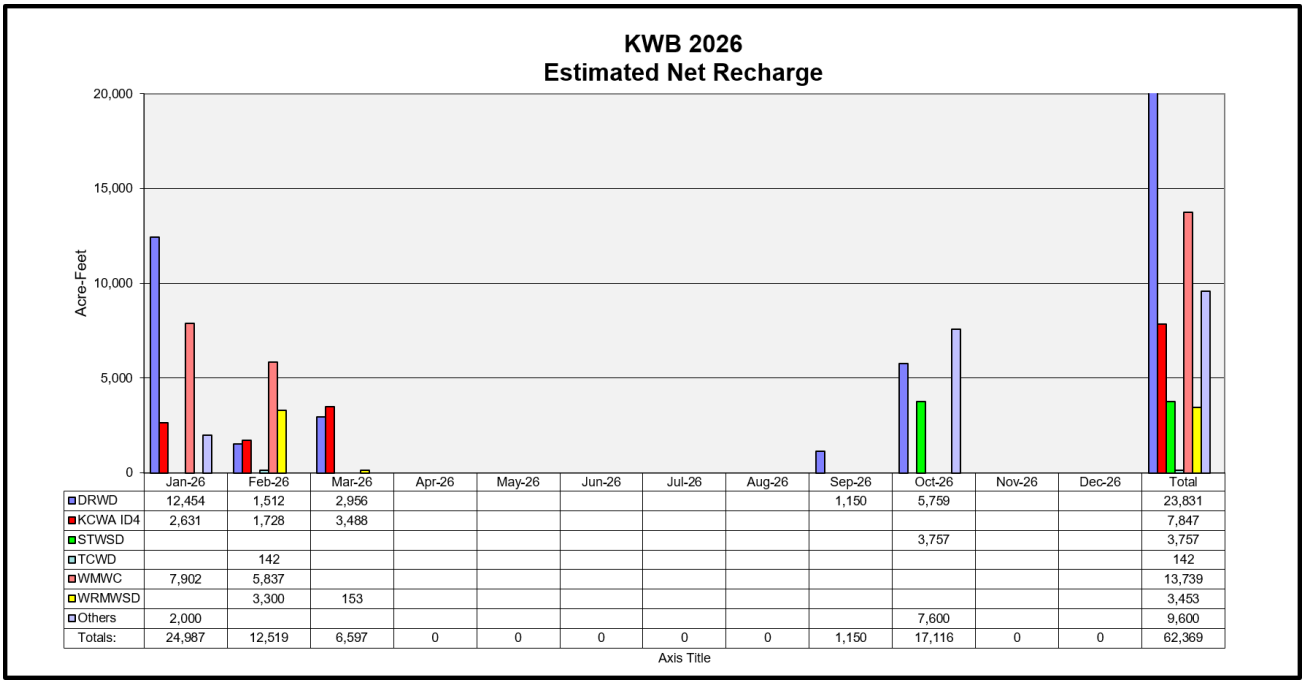
OPERATIONS

Recharge

Recharge activities commenced on September 28, 2026. DRWD, STWSD & WKWD started recharging with targets of 7,100 AF, 11,500 AF & 6,500 AF, respectively. DRWD & WKWD reached their recharge targets in October 2026. STWSD will recharge at 65 cfs until the end of 2026. WRMWSD to start recharging at a flow rate of 150 cfs commencing November 2, 2026 until further notice. Kern Tulare started recharge into WK Ponds through KWB Canal on October 23, 2026 at a flow rate of 65 cfs until further notice.

Recovery

There are currently no recovery operations.



	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Total
DRWD	12,454	1,512	2,956						1,150	5,759			23,831
KCWA ID4	2,631	1,728	3,488										7,847
STWSD										3,757			3,757
TCWD		142											142
WMWC	7,902	5,837											13,739
WRMWSD		3,300	153										3,453
Others	2,000									7,600			9,600
Totals:	24,987	12,519	6,597	0	0	0	0	0	1,150	17,116	0	0	62,369

FACILITIES

Facilities Maintenance

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

Vegetation Management and Grazing

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

Golden Mussels

Golden mussels were found at the Main Pumping Plant and have been removed.

THIRD PARTIES

SoCalGas is expected to work on emergency pipeline repairs in the Conservation Bank Area.

ENVIRONMENTAL – GENERAL AND HCP ISSUES

Conservation Bank

Kern County High School District purchased 1 credit. CalTrans has purchased 4 credits and will be purchasing 10 additional credits. The Bakersfield Gateway Project has expressed interest in purchasing 10 credits. SoCalGas pipeline repairs in the Conservation Bank Area will require mitigation and PG&E has inquired about the purchase of mitigation credits.

CAPITAL IMPROVEMENTS/REPAIR AND REPLACEMENT

Capitalized Maintenance Program

Construction of replacement turnouts is currently on hold.

Replacement Wells

Well 30S25E-18C01 is being replaced with Well 30S25E-18C02. A well permit has been issued along with the old well abandonment permit. Bakersfield Well and Pump (BWP) has completed drilling, casing, gravel packing, swabbing, well development, well pad foundation, well pad slab, underground electrical conduits and wiring, column pipe, tube and shaft are installed along with pump and motor. WM Lyles will start discharge pipe connection on November 2, 2026.

Well 30S25E-16P01 is being replaced with well 30S25E-16P02. BWP has completed drilling, casing, gravel packing, swabbing, well development, well pad foundation. The

well pad slab, underground electrical conduits and wiring, column pipe, tube and shaft are installed along with pump and motor. Discharge pipe connection will proceed after Well 18C02 is complete.

Well Rehabilitation and Repairs

There are no current well rehabilitation activities.

Basin 11

The Basin 11 Project upgrades are complete, and KWBA staff has invoiced the Pioneer Project participants for their 15% of the direct costs.

Strand Siphon Replacement and Joint Use of Facilities Agreements

As previously reported, the joint use of facilities agreement with IRWD and RRWSD has been executed and recorded, and the encroachment permit agreement with the same parties has been fully executed. Pre-fab turnouts and discharge pipes are on site and turnout installation is in progress, gates will be fabricated next, and, once they are delivered to KWBA staff, KWBA staff will install the gates.

Enos Lane Culvert

The KWBA had previously received approval and a permit from Caltrans for the culvert construction. Richard Meyer, NCI, and KWBA staff had a meeting on May 6, 2026 to discuss a solution to an existing 6" gas line that is on Caltrans' right-of-way that impacts the new culvert pipe location. After further investigation, the culvert pipe can be moved to the south side of the structure. Meyer revised plans to relocate the culvert pipe and to extend the P11 Canal a short distance. The revised plans were approved by Caltrans on August 17, 2026. Nicholas Construction informed KWB that Allstate Boring can start the boring process under Enos Lane in late November 2026 to proceed with the culvert installation on the P11 Canal system. Due to recharge activities this construction might have to be put on hold until recharge activities cease.

Nord Turnout

Construction of the Nord Turnout has been completed.

CVC N2 Siphon

The CVC N2 Siphon is in immediate need of repair. KWBA staff had a meeting with KCWA staff to discuss the issues preventing the siphon repair. The KCWA has prepared a draft agreement. The KWBA general counsel and general manager has reviewed the proposed agreement and has made revisions. Staff are waiting for a response from KCWA to the proposed revisions. This issue will be discussed in further detail at the November Board of Directors' meeting.

ADMINISTRATIVE

Power Update

After discussions regarding the costs and feasibility of the KWBA NEM2 solar application, the Board decided not to submit the application to the PG&E CAISO cluster study. Staff is currently exploring other solar options.

Data Management Progress

VH Automation has completed the installation of control panels on all of the current wells and will install the control panels at the two new wells when they are completed. Communications Enterprises Inc. (CEI) has completed installation of the communications backbone and has completed the installation of the communication equipment at all but two of the individual well sites. Testing and calibration will continue during the next recovery cycle.

Kern Water Bank Groundwater Sustainability Agency

Regular Meeting of the Board of Directors
of the Kern Water Bank GSA
Tuesday, November 3, 2026, 3:00 P.M.
Kern Water Bank Authority Conference Room[1]
1620 Mill Rock Way, Suite 500, Bakersfield, California

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

AGENDA

1. **Roll Call**

2. **Consider Approval of October 13, 2026 Board of Directors' Meeting Minutes**

3. **Consider Approval of October 2026 Treasurer's Report**

4. **Consider Authorizing Payment of October 2026 Expenses**

5. **Reports and Other Action Items**
    a. 2027 Budget Update
    b. Kern County Subbasin GSP
    c. SGMA Compliance
    d. Kern Non-Districted Land Authority (KNDLA)

6. **New Business**

7. **Public Comment**

8. **Closed Session Item Descriptions** (Gov. Code, § 54956.8):
    a. Conference with Legal Counsel Regarding Litigation:
        i. Gov. Code, § 54956.9(d)(2) [Potential: Significant Exposure to Litigation]: One Item.
        ii. Gov. Code, § 54956.9(d)(4) [Potential: Initiation of Litigation]: One Item.

9. **Reconvene and Report from Closed Session** (Gov. Code, § 54957.1)

10. **Adjourn**

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

MEMORANDUM

TO: Improvement District No. 4 Committee
Agenda Item No. 4

FROM: Veronica Arreola

DATE: November 18, 2026

SUBJECT: Report on the Improvement District No. 4 2026 Water Supply and Management Plan

Issue:
A summary of the Improvement District No. 4 2026 Water Supply and Management Plan.

Recommended Motion:
None – information only.

Discussion:
A summary of the Improvement District No. 4 2026 water supply activities by source and point of delivery is provided as Attachment 1.

Units in Acre Feet unless otherwise noted.

Subject to revision.

Improvement District No. 4

October 2026

Allocation: **45%**

acre-feet

ID4 SUPPLIES	SWP	SWP by Exchange[1]	Kern River	Groundwater	Total
SWP (M&I)	34,650				34,650
SWP (Ag)	2,676				2,676
Yuba 2026	516				516
Carryover from 2025	14,690				14,690
Carmel			399		399
Groundwater Recovered				19,422	19,422
Groundwater Transferred				1,337	1,337
Subtotal	52,532	-	399	20,759	73,690
ID4 EXCHANGES / OBLIGATIONS					
Buena Vista WSD (TRF26-006)	(2,497)	2,497			-
Buena Vista WSD (TRF26-045)	(14,675)	33,481		(18,806)	-
California Aqueduct	(5,000)				(5,000)
Kern Delta WD		2,500			2,500
Kern Delta WD (TRF26-012)		1,337		(1,337)	-
Nord Op-Ex AEWSD	313				313
Nord Op-Ex KTWD	447				447
Rosedale-Rio Bravo WSD (TRF26-027)	(10,000)	10,000			-
Tehachapi-Cummings CWD (TRF26-022)	3,600				3,600
Total Exchanges/Obligations	(27,812)	49,815	-	(20,143)	1,860
Available Supplies	**24,720**	**49,815**	**399**	**616**	**75,550**

	ID4 DELIVERIES	SWP	SWP by Exchange[1]	Kern River	Groundwater	Total
Month *of*	Henry C. Garnett Water Purification Plant	295	2,837			3,132
	In-District Transportation Recharge	30	905			935
	In-District Direct Recharge					-
	Out of District Losses	82				82
	2800 AC					-
	JURP					-
	Kern Water Bank					-
	Pioneer Project					-
	Total Deliveries Month to Date	**407**	**3,742**	**-**	**-**	**4,149**
YTD *of*	Henry C. Garnett Water Purification Plant	1,358	33,419	399		35,176
	In-District Transportation Recharge	95	5,774	-	11	5,880
	In-District Direct Recharge	3,663	1,236	-		4,899
	Out of District Losses	259		-	605	864
	2800 AC			-		-
	JURP	1,488				1,488
	Kern Water Bank	8,734		-		8,734
	Pioneer Project	1,913		-		1,913
	Total Deliveries Year to Date	**17,510**	**40,429**	**399**	**616**	**58,954**
Projected *of*	Henry C. Garnett Water Purification Plant		6,349			6,349
	In-District Transportation Recharge		3,038			3,038
	In-District Direct Recharge					-
	Out of District Losses				-	-
	JURP					-
	Kern Water Bank					-
	Pioneer Project					-
	Carryover to 2027	7,212	-	-	-	7,212
	Total Projected Deliveries	**7,212**	**9,386**	**-**	**-**	**16,598**
	Deliveries Year To Date	17,510	40,429	399	616	58,954
	Total Deliveries	**24,720**	**49,815**	**399**	**616**	**75,550**
	Available Supplies	-	-	-	-	-
	Projected Schedule:	Jan-Mar/Oct	Jan-Dec	Aug		

1 - SWP by Exchange with Kern River interests.

MEMORANDUM

20.2.1

TO: Improvement District No. 4 Committee
Agenda Item No. 5

FROM: Gabriel Ornelas

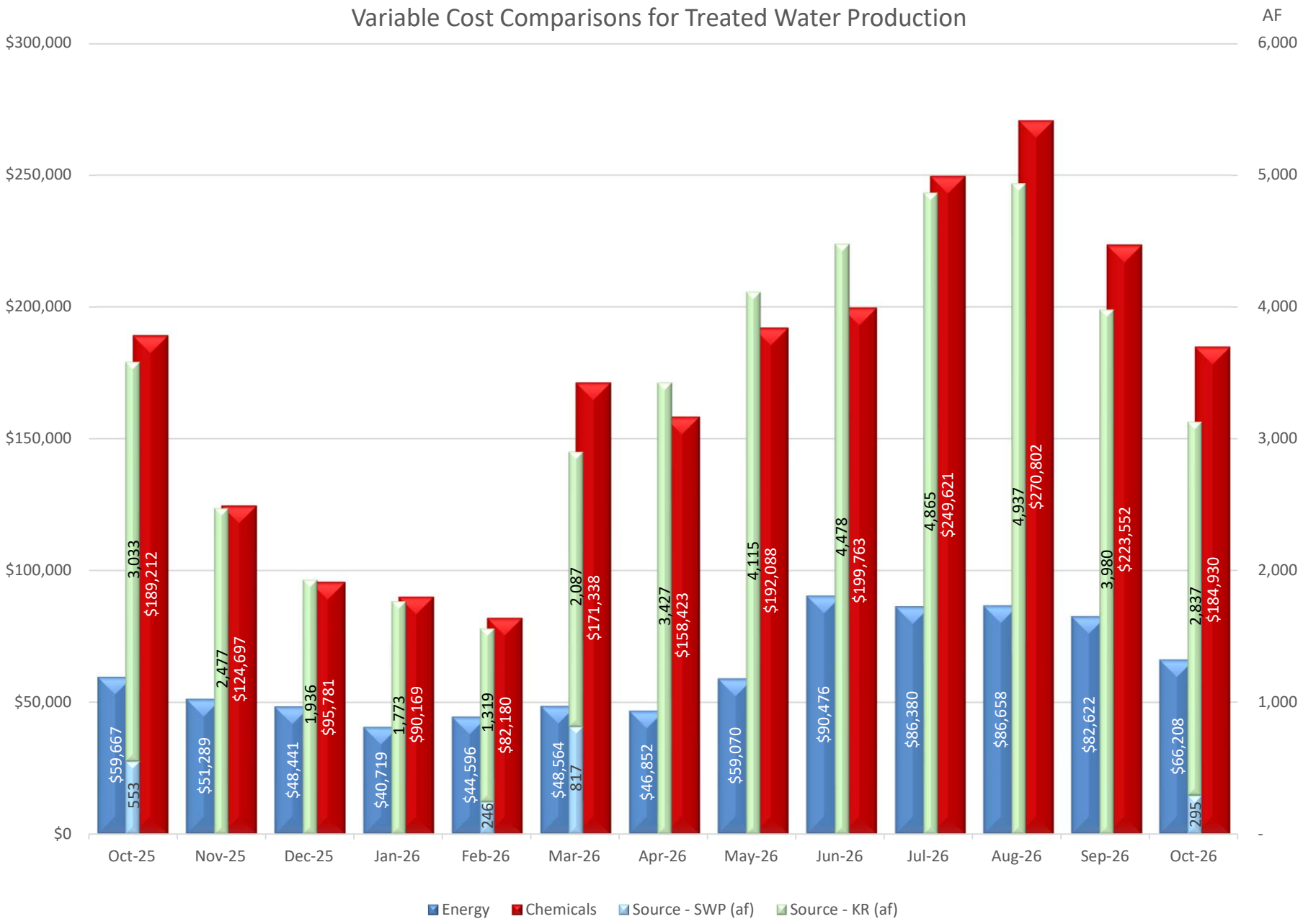
DATE: November 18, 2026

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

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

Recommended Motion:
None – information only.

Discussion:
During the month of October 2026, the Henry C. Garnett Water Purification Plant treated Kern River water. Treated water production ranged from 23.7 million gallons per day (mgd) to 42.4 mgd. The average flow for the month was 32.9 mgd. A summary of variable cost comparisons for treated water production is provided as Attachment 1. Graphs illustrating monthly influent and filtered water total organic carbon concentrations, distribution system regulated Haloacetic Acids and Total Trihalomethane concentrations are provided as Attachment 2. A graph reflecting treated water deliveries for years 2022, 2023, 2024, 2025 and 2026 is provided as Attachment 3.


Variable Cost Comparisons for Treated Water Production
AF
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
6,000
5,000
4,000
3,000
2,000
1,000
-
$59,667
553
3,033
$189,212
$51,289
2,477
$124,697
$48,441
1,936
$95,781
$40,719
1,773
$90,169
$44,596
246
1,319
$82,180
$48,564
817
2,087
$171,338
$46,852
3,427
$158,423
$59,070
4,115
$192,088
$90,476
4,478
$199,763
$86,380
4,865
$249,621
$86,658
4,937
$270,802
$82,622
3,980
$223,552
$66,208
295
2,837
$184,930
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Energy
Chemicals
Source - SWP (af)
Source - KR (af)

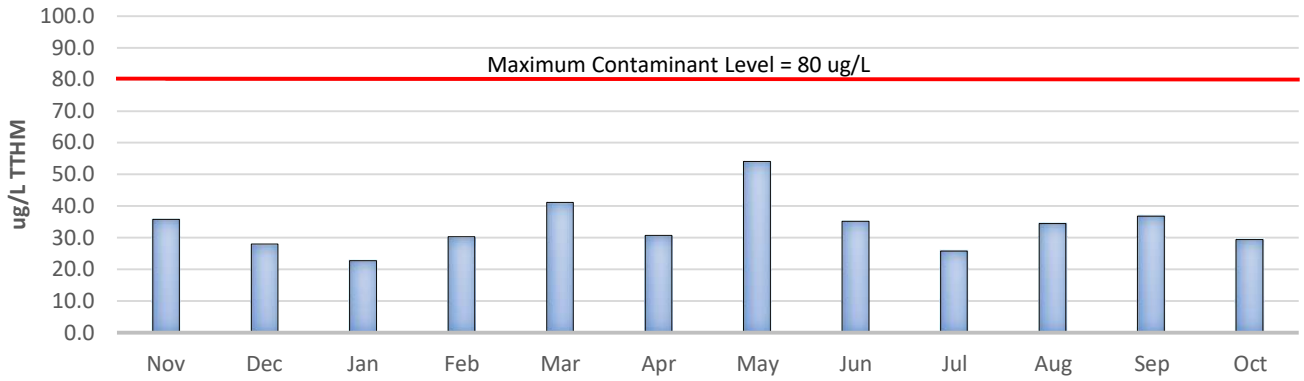
Kern County Water Agency

ID4 Water Quality Laboratory

The following graphs represent data collected from November 2025 to October 2026

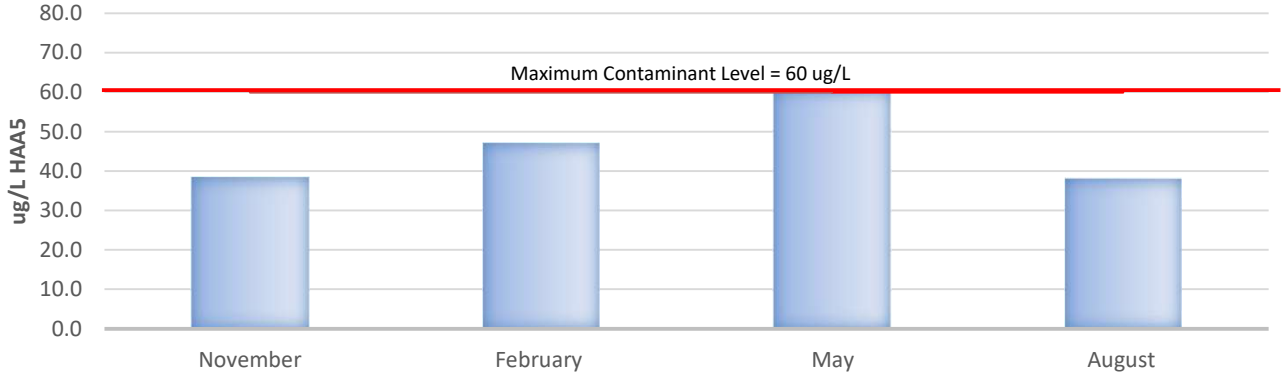
Total Trihalomethanes (TTHM)

Distribution System Monthly Average



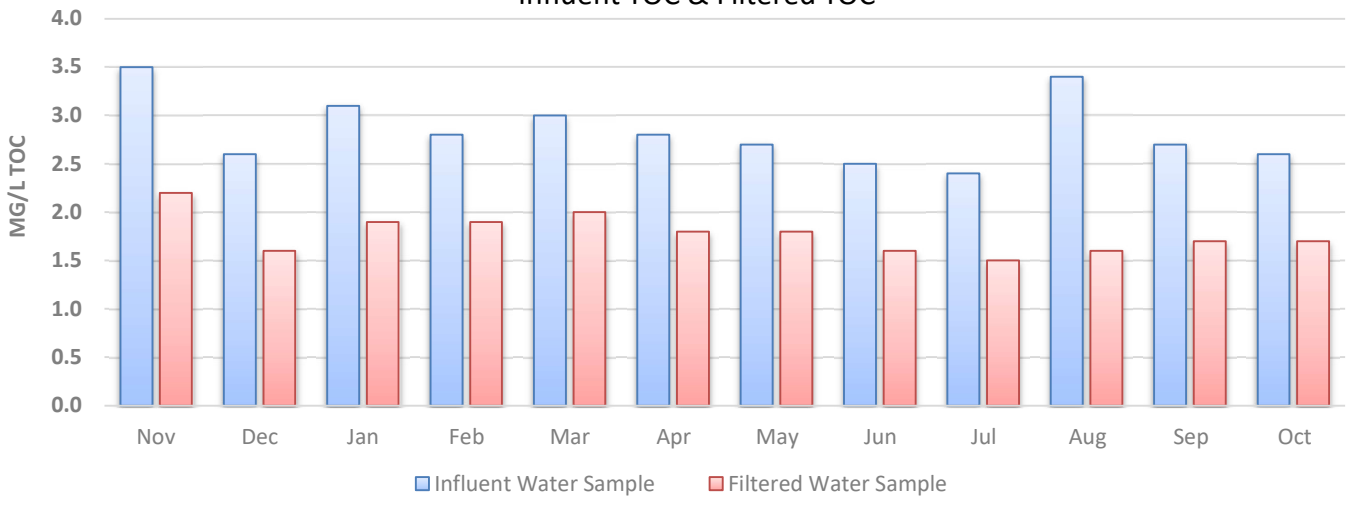
Regulated Haloacetic Acids (HAA5)

Distribution System Quarterly Average

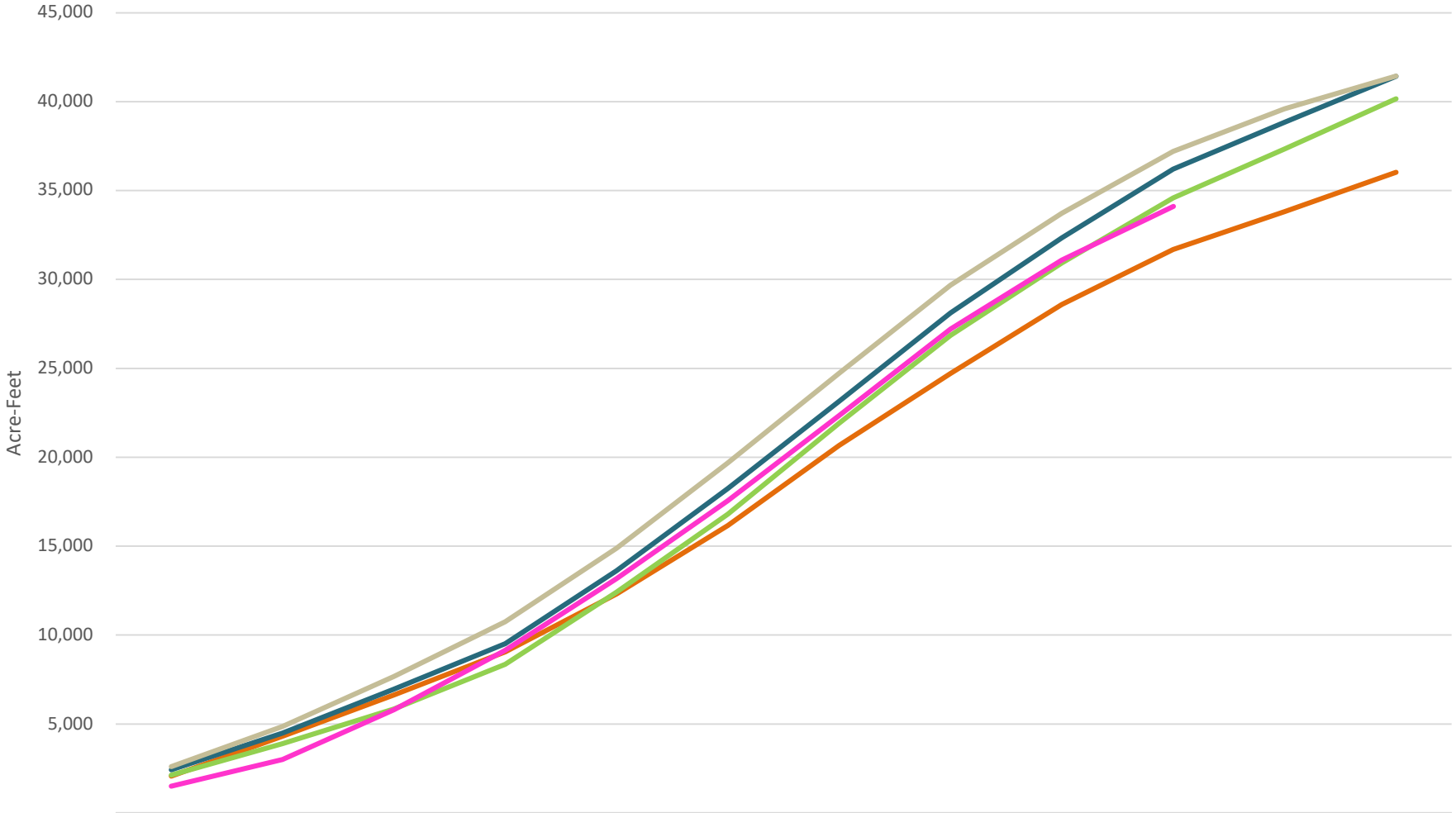


Total Organic Carbon (TOC)

Influent TOC & Filtered TOC



Henry C. Garnett Treated Water Delivery Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022	2,079	4,316	6,638	9,061	12,317	16,168	20,671	24,708	28,596	31,689	33,820	36,032
2023	2,138	3,902	5,845	8,356	12,417	16,800	21,915	26,859	30,931	34,587	37,338	40,176
2024	2,429	4,489	6,959	9,520	13,621	18,248	23,152	28,118	32,343	36,206	38,835	41,430
2025	2,601	4,868	7,678	10,746	14,891	19,686	24,725	29,687	33,719	37,209	39,599	41,453
2026	1,504	3,002	5,802	9,149	13,178	17,555	22,347	27,208	31,097	34,124		

MEMORANDUM

TO: Improvement District No. 4 Committee
Agenda Item No. 6

FROM: Wes Shryock

DATE: November 18, 2026

SUBJECT: Authorization to Retain an Environmental Consultant for Improvement District No. 4 Facilities

Issue:
Consider authorizing the Improvement District No. 4 Manager to retain an environmental consultant for Improvement District No. 4 facilities.

Recommended Motion:
Authorize the Improvement District No. 4 Manager to execute an agreement with Rincon Consultants, Inc. for environmental services for Improvement District No. 4 facilities, in an amount not to exceed $25,000 per year, subject to approval of General Counsel as to legal form, as outlined in the November 18, 2026 staff memorandum to the Improvement District No. 4 Committee, Agenda Item No. 6.

Discussion:
Kern County Water Agency (Agency) staff recommends retaining Rincon Consultants, Inc. (Rincon) to provide environmental compliance services related to Improvement District No. 4 facilities. Services may include support for water supply planning, technical studies and surveys, California Environmental Quality Act and National Environmental Policy Act compliance, permitting, monitoring, and other related services. The proposed 3-year agreement with Rincon will expire on November 18, 2029.

Therefore, Agency staff proposes to enter into an agreement with Rincon. Under the agreement, individual service orders will be executed for each scope of work performed. It is anticipated that the cost for each service order will vary. The total cost of services under the agreement shall not exceed $25,000 per year. Money for this Project will be paid for by the Improvement District No. 4 Enterprise Fund. The Master Services Agreement with Rincon is provided as Attachment 1.

This item was discussed and recommended by the Urban Bakersfield Advisory Committee at the November 16, 2026 meeting.

Client Master Services Agreement No. 26-19733

1. **Effective Date:** 11/18/2026 for a period of three (3) years, until: 11/18/2029

2. **Parties.** This Master Services Agreement ("Agreement") is made by and between**:**
   Rincon Consultants, Inc. ("Rincon")
   Located at (Address for Notice): **2060 Knoll Drive, Ventura, CA 93003**
   Primary Contact: Jennifer Jacobus email: JJacobus@RinconConsultants.com
   and
   Improvement District No. 4 ("Client")
   Located at (Address for Notice)
   3200 Rio Mirada Drive, Bakersfield, CA 93308
   Client Contact: Wesley Shryock email: WShryock@KCWA.com
   Rincon and Client are hereinafter together referred to as the "Parties," or individually as "Party."

3. **Brief Description of Services to be Provided:** Environmental compliance services, including support for water supply planning, technical studies and surveys, CEQA, NEPA, permitting, funding, monitoring, and other related services.

4. **Service Orders.** Parties shall execute a Service Order for each scope of work performed pursuant to this Agreement in accordance with the Rincon Standard Terms and Conditions.

5. **Attachments** (Check all that apply and ensure attached)**.**
   - ☒ **Standard Terms and Conditions** (Required. Attached and incorporated herein.)
   - ☒ **Fee Schedule** (Required. 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. Attached as Exhibit A).
   - ☐ **Additional Exhibits/Attachments (**Attached as Exhibit B).
   - ☐ **Special Terms And Conditions** (Insurance, site specific, etc.; Attached as Exhibit C).

This Agreement, including the Standard Terms and Conditions, any scopes of work, attachments, and/or exhibits which are incorporated herein by reference, and subsequent written Service Orders, augments, or addendums, represent the entire Agreement and understanding between the parties, and supersedes any prior agreement.

Acceptance and Agreement

Executed for Client by:

Authorized Signature Date

Wesley Shryock/General Manager
Print Name/Title

Executed for Rincon by:

Authorized Signature Date

Jennifer Jacobus/Principal
Print Name/Title

Client Standard Terms and Conditions

1. **Standard Terms.** All services provided will be subject to the Client Agreement with Rincon Consultants, Inc. ("Rincon") and these Rincon Standard Terms and Conditions (collectively the "Agreement"). Additional or revised terms may be agreed to, in writing, within a Service Order, augment, amendment or addendum to this Agreement.

2. **Scope of Work.**

   2.1. The Parties shall develop a scope of work that will set forth, to the extent applicable, the scope of services, schedule, various activities, and tasks to be performed by Rincon, including deliverables, acceptance procedures and criteria, and roles and responsibilities of each Party, which is incorporated into the Agreement by reference ("Scope of Work"). "Project" means the collective Scope of Work requested by the client. In the event of a conflict between this Agreement and any terms set forth in the Scope of Work, this Agreement shall apply.

   2.2. Where a Master Service Agreement has been executed, a Service Order shall be executed by the Parties incorporating the Scope of Work.

   2.3. Any questions or concerns related to the Scope of Work, the Project, or other contract-related issues should be brought to the attention of the Primary Contact. Contact Contracts@rinconconsultants.com where the Primary Contact is not available.

3. **Client Risks and Responsibilities.**

   3.1. **Toxic and Hazardous Materials.** Client will provide Rincon with all information of which it is aware pertaining to the presence or possible occurrence of toxic or hazardous substances at any Project site at which Rincon personnel or subcontractors may be present. If unanticipated toxic or hazardous materials are encountered, Rincon reserves the right to stop work and remove personnel and equipment from the site at Client's expense. Work will recommence when a field appraisal by Rincon's site safety coordinator determines it is safe or upon Client's acceptance of any proposed safety measures and fee modification.

   3.2. **Right of Entry.** Unless otherwise agreed, Client will ensure the necessary right of entry and obtain any permits or approvals required for Rincon to conduct field or site work.

   3.3. **Timely Response.** Client agrees to respond timely to any Rincon requests for information, assistance, or direction and understands that failing to do so may result in Project delays. "Timely" means a response or action that is provided promptly and within a reasonable period of time under the circumstances, taking into account the nature of the request or communication and the Parties' mutual interests in ensuring efficient and effective communication.

   3.4. **Reliance**. Client understands that Rincon relies upon the information that Client provides, the field data collected, and government or publicly available sources which may reasonably be relied upon. Client shall not hold Rincon responsible for errors in information received from reasonably reliable third-party sources or Client. Client understands that field data comes from sampling at specific locations and times, and that such data may not be fully representative of site conditions. Furthermore, Client understands that any reports are done for the specific purpose identified in the Scope of Work and should not be relied upon for any other purpose. Any reliance by third parties on Rincon work product outside the scope of the Agreement must be approved in writing by Rincon.

   3.5. **Damage to Property.** Rincon will take reasonable precautions to minimize the damage to land or other property caused by the execution of testing or field work. Client acknowledges and agrees that certain damage to land or other property caused by the execution of testing or field work cannot be avoided and is expected. Client shall not hold Rincon responsible for said damage to Client's land except to the extent caused by Rincon's negligent acts or omissions. Furthermore, the cost to repair any damage is not included in the fee for this Project. If the Client wishes that the damages be repaired or that Rincon pay for the damages, Rincon may undertake the repairs and

add the cost, plus administrative charges, to the Project fees; except where such damages result from Rincon's negligent acts or omissions, in which Rincon shall bear such repair costs.

3.6. **Utilities and Pipelines.** Rincon will take precautions to avoid damaging above ground, subterranean, and subaqueous structures, utilities, and pipelines, including notifying any underground service alert agency. Client shall mark the presence of subterranean or subaqueous structures, pipelines, or utilities of which it has knowledge prior to Rincon performing any subterranean or subaqueous exploration or sampling. Client agrees to indemnify, defend, and hold harmless Rincon and its officers, agents, employees, and subcontractors for any damage to such of Client's structures, pipelines, or utilities that are not called to its attention and accurately identified to Rincon prior to the commencement of field work.

4. **Professional Services; Standard of Care; Compliance with Laws.** Rincon shall perform in conformance with applicable professional and trade standards, standards published by Client, if any, and all federal, state, and local regulations, ordinances, and statutes. Rincon will perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions and in the same locality. No warranty, either expressed or implied, is made or intended by our proposal, contract, reports, or any other oral or written communication.

5. **Accessibility.** Unless otherwise specifically stated within the Scope of Work and agreed to by the Parties in writing, Rincon does not guarantee any documents or reports produced are Americans with Disability Act, Section 508, or California Government Code Section 7405 compliant.

6. **Generative AI.** A portion of the services provided may be completed using generative artificial intelligence (AI). Any report or deliverable created using generative AI is carefully reviewed for accuracy and quality assurances. Rincon will use its professional judgment, expertise, and best practices in the analysis and conclusions of those reports and ensure that the deliverables continue to meet Rincon's high standards.

7. **Fees and Fee Schedules.**

7.1. **Reallocation.** Rincon's professional services are based on Rincon's standard fee schedule and labor classifications. The fee schedules provided in the Scope of Work or proposal is an estimate of Rincon's efforts per task. Rincon may reallocate budget between staff and tasks as appropriate to meet the Project needs.

7.2. **Annual Rate Increase.** A Standard Fee Schedule will be provided for each Scope of Work and is incorporated into this Agreement by reference. The Standard Fee Schedule is subject to an annual 3.5 percent rate increase. All new work, including changes in scope, addendums, or work that is delayed through no fault of Rincon shall be subject to the rates in place at the time the work is commenced and subject to any annual increase thereafter. Multi-year contracts shall assume an annual rate increase unless otherwise stated in the Scope of Work. Service Orders issued pursuant to a Master Service Agreement shall be subject to the rates in place at the time of execution of the Service Order or as otherwise stated in the Service Order.

7.3. **Estimates and Delays.** Rincon uses its best professional judgment in estimating time and costs associated with planning, environmental, or regulatory compliance services. Each Project is unique and may require adjustments to fees and schedule as it proceeds. Project delays as a result of changes in circumstance, unforeseen challenges, client action, or events outside of the control of Rincon may result in increased fees to accommodate the delay or changes. Client's failure to execute the contract or initiate the commencement of services within ninety (90) days may also result in an increase in fees unless otherwise agreed to in writing.

8. Invoicing and Payment.

8.1. **Invoices**. Rincon shall present invoices for services completed on a monthly basis to Client, unless otherwise specified by the Parties. Client shall have ten (10) days from receipt of the invoice to notify Rincon in writing of any disputed charges and shall include a brief statement of the reason for the dispute and identify the specific charges in dispute. Any undisputed charges shall remain due and owing and Client agrees to pay each invoice by its due date unless otherwise agreed to in writing by the Parties.

8.2. **Payment.** Client shall pay invoices by ACH or Wire Transfer:

Bank Name:	Montecito Bank & Trust
Routing:	122234783
Account:	410121233
SWIFT:	MBTRUS62

ACH or Wire Transfer payment must be accompanied with remittance information. Email Remittance to Accounts Receivable at: AR@rinconconsultants.com. If an alternative payment method is required, contact Rincon's Accounts Receivable at the above email address.

8.3. **Taxes.** Each party shall be responsible for identifying and payment of any taxes or fees for which they may be responsible for payment. Failure to identify applicable taxes on an invoice does not constitute a material breach under this Agreement.

8.4. **Retainers.** Any retainer will be applied as indicated in the contract. Failure to replenish retainer upon request may result in work stopping.

8.5. **Pre-payment.** There may be certain services performed by Subcontractors or equipment requirements which must be paid for in advance or immediately upon completion of the services. Client shall advance funds as required in those circumstances upon request.

8.6. **Due Date and Late Fees.** Invoices include a due date for receipt of payment. Any payments received more than thirty (30) days past the stated due date are considered late and may incur interest at the rate of 1.5 percent per month (or the maximum allowable interest by law, whichever is greater), as late fees on all past due accounts. Client understands that timely payment is essential and failure to do so places undue burden on Rincon and any Subcontractors. Rincon reserves the right to stop work when any payment is late until the account is brought current and Client waives any damages related to a late payment work stoppage.

8.7. **Dispute Resolution.** Client agrees to work diligently with Rincon to settle any dispute in a reasonable and timely manner. Where the Parties are unable to reach a resolution, Rincon reserves the right to pursue collection and/or all legal remedies for past due accounts, including any late fees, attorney's fees, and/or costs that may be incurred.

9. Term and Termination.

9.1. **Term of Agreement.** The Term of this Agreement is for the period stated in the Agreement, or if no term is stated, for the time period outlined in the Scope of Work ("Term"). In the event the Term expires prior to the completion of a Scope of Work, Service Order, addendum, or augment related to this Agreement, any such Scope of Work, Service Order, addendum, or augment to this Agreement survives until completed or otherwise terminated by the Parties.

9.2. **Termination.** This agreement may be terminated at any time, without cause, by either Party upon at least thirty (30) days' written notice to the other Party. The thirty (30) day interim period begins upon receipt of the written termination notice by the non-terminating Party.

9.2.1. In the event of a material breach of this Agreement, either Party may terminate this Agreement upon at least seven (7) days written notice to the breaching Party. However, if any material breach is capable of cure, the non-breaching Party shall not terminate the

Agreement if the breaching Party cures the breach within thirty (30) days after receipt of written notice describing the breach.

9.2.2. Rincon may immediately terminate the Agreement if Client suspends Rincon's work under the Agreement for more than ninety (90) days.

9.2.3. In the event of termination, Client shall pay for any undisputed invoices pursuant to the terms of the Agreement up to and including the date of termination.

10. **Confidential Information/Non-Disclosure.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. Rincon shall keep all Confidential Information received from Client as confidential and shall not disclose such Confidential Information to any other person except to (i) its employees; (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

    10.1. Confidential Information refers to any non-public, proprietary, or sensitive information, in any form or medium, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") during the course of the consulting engagement. Confidential Information may include, but is not limited to, trade secrets, business strategies, financial information, customer data, regulatory strategy, field data, know-how, and any other information designated as confidential by the Disclosing Party.

    10.2. The obligations of this provision, including the restrictions on disclosure and use, do not apply with respect to any Confidential Information to the extent such Confidential Information (i) is or becomes publicly known through no act or omission of Receiving Party, (ii) was rightfully known by Receiving Party before receipt from Disclosing Party, or (iii) becomes rightfully known to Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party.

    10.3. In addition, Receiving Party may use or disclose Confidential Information to the extent such use is (i) approved by and directed by Disclosing Party, or (ii) required due to Receiving Party being legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, Receiving Party shall give Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

    10.4. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party (in written, electronic, or other form), and all copies thereof which are in the possession of the other Party, will be promptly returned or destroyed upon the Disclosing Party's written request.

11. **Work Product Ownership.** Upon receipt of payment, all documents, studies, drawings, maps, models, photographs, and reports ("Work Product") prepared by Rincon under this Agreement will belong to the Client. In the event Client or any person, firm, or corporation authorized by Client reuses Work Product without written verification or adaptation by Rincon for the specific purpose intended and causes to be made or makes any changes or alterations in said Work Product, Client hereby releases, discharges, and exonerates Rincon from any liability resulting from said change.

12. **Data, Samples, and Records.** All samples collected will be discarded within fifteen (15) days following submittal of Rincon's report unless Client requests otherwise. Upon timely written request, Rincon will deliver the samples in accordance with Client's instructions or store the samples for an agreed charge. All pertinent records relating to services performed shall be retained for two years after completion of the Project, including electronic correspondence. Rincon shall ensure that Client has access to the records at all reasonable times during this period.

13. **Intellectual Property.**

13.1. Rincon and Client shall each retain their separate rights over their own intellectual property utilized in the performance of this Agreement or related Service Order. For purposes of this Agreement, "Intellectual Property" means any and all intellectual property including, but not limited to, all contract documents and fee agreements for services, supplemental agreements, change orders, trade secrets, trademarks, copyrights, patents, inventions, discoveries, processes, methods, formulations, theories, ideas, techniques, know-how, research and development, strategies, plans, drawings, designs, models, prototypes, computer software, source code, hypertext markup language, and related materials and documentation.

13.2. Only with the express written permission a Party shall be able to use the other's trademarks, trade names, service marks, insignias or logos.

13.3. Client grants Rincon the express right to use and modify any image, map, or other graphic provided by Client or Client's subcontractors or sub-consultants.

13.4. Except with regard to a claim of third-party intellectual property infringement or indemnification as set forth below, a Party shall not be liable to the other Party whether in contract, tort or otherwise, for any indirect, special, incidental, consequential or punitive damages arising out of or pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

14. **Cyber Security.** The Parties agree to maintain industry standard safeguards and controls within their information technology infrastructure, systems and network (collectively "IT Systems"), or the cybersecurity measures required by the Prime Agreement, whichever are greater, to protect against cybersecurity incidents (including, but not limited to, incidents affecting the confidentiality, integrity, or availability of IT Systems and any Rincon and/or Client data they contain) and to prevent third parties from gaining unauthorized access to the Parties' IT Systems or impersonating its IT Systems.

14.1. The Parties agree to provide notification that includes sufficient details to the other as soon as reasonably practical but in no event later than twenty-four (24) hours of any determination of an actual or attempted breach or impersonation of its IT Systems to the other's Primary Contact, and to Rincon at cybersecurity@rinconconsultants.com. Such notification may include preliminary or incomplete information. Initial notification shall include, to the extent known at the time: the nature of the incident, date and time of discovery, systems and potentially affected accounts, types of information involved, and mitigation steps taken or planned.

15. **Insurance.** Rincon shall maintain, at a minimum, during the course of the Agreement the following insurance coverages:

15.1. Workers' Compensation Insurance with statutory limits. Employer's Liability with limits of not less than $1,000,000 per occurrence aggregate.

15.2. Comprehensive General Liability coverage with limits of not less than $1,000,000 per occurrence and not less than $2,000,000 in the general aggregate for in the general aggregate.

15.3. Automobile Liability coverage for all owned, non-owned, or hired vehicles used by Client with limits of not less than $1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and $1,000,000 for loss of or damage to property in any one occurrence.

15.4. Professional Liability Insurance in the amount of $1,000,000 covering claims, damages, and liability arising out of, or resulting from, Rincon's negligent acts, errors, or omissions.

16. **Indemnification.**

16.1. Client shall indemnify and hold Rincon and Rincon's officers and employees harmless from and against any and all damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law to the extent they result from, arise out of, or are in any way connected with (1) negligent acts or omissions of Client, its employees, agents, and subcontractors, and their employees or agents; (2) the release of any

hazardous substance unless caused by Rincon's sole negligent or willful acts or omissions; or (3) any other generation, treatment, or transport of waste material unless caused by Rincon's sole negligent or willful acts or omissions.

16.2. Rincon shall indemnify and hold Client and Client's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent or willful acts or omissions of Rincon, its employees, and its consultants in the performance of professional services under this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Rincon and Client, they shall be borne by each party in proportion to its negligence.

16.3. Rincon's liability to Client for damages or injury to property or persons, or for professional errors and omissions, arising out of the performance of service for Client and for which Rincon has been found legally liable shall be limited to Rincon's general and professional liability insurance coverages. Client and Rincon agree to a mutual waiver of consequential damages that may occur as a result of the work performed.

16.4. The indemnified Party shall take reasonable steps to mitigate any damages for which it seeks indemnification under this provision.

16.5. All indemnification provisions shall survive the termination or expiration of this Agreement.

17. General Provisions.

17.1. **Notices.** Any notices given by either Party hereunder will be in writing and will be given by personal delivery, national overnight courier service, electronic delivery with notice of receipt, or by U.S. mail, certified or registered, postage prepaid, return receipt requested, to Rincon or Client at their respective addresses, as specified in this Agreement. All notices will be deemed effective upon personal delivery, email notice of receipt, or five (5) days following deposit in the U.S. mail, or two (2) business days following deposit with any overnight courier services.

17.2. **Exclusivity.** Nothing contained in this Agreement shall be construed as conferring or granting an exclusive right or obligation upon either Party.

17.3. **Independent Contractor.** Neither this Agreement, the relationship created between the Parties hereto pursuant to this Agreement, nor any course of dealing between the Parties hereto is intended to create, or creates, an employment relationship, a joint venture, partnership, or any similar relationship.

17.4. **Litigation, Audit, Subpoena Expenses.** Where Rincon is not a party but is requested to act on behalf of or related to Client litigation, subpoena requests for documents or appearance, or requested to perform audit related activities on Client's behalf, Client shall reimburse Rincon for its reasonable expenses in performing such activities.

17.5. **Binding.** This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, together with their respective legal representatives, successors, and assigns.

17.6. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation are exclusively governed and construed in accordance with the laws of California and the federal laws of the United States. The Parties hereby irrevocably submit to the exclusive jurisdiction of the competent Court of California to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

17.7. **Non-Waiver**. No waiver by either Party of any breach or default of any covenant or agreement set forth in this Agreement will be deemed a waiver as to any subsequent and/or similar breach or default.

17.8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

17.9. **Assignability.** This Agreement may not be assigned without the consent of the Parties hereto.

17.10. **Failure to Perform.** In the event of a failure of performance due under this Agreement, and if it becomes necessary for either Party to undertake legal action against the other on account thereof, then the non-prevailing Party shall pay reasonable attorney's fees in addition to costs and necessary disbursements to the prevailing Party.

17.11. **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

17.12. **Severability.** In the event that any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provisions of this Agreement, and the Parties shall construe this Agreement as if the invalid, illegal, or unenforceable provisions had never been contained in it.

17.13. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Pursuant to the Electronic Signatures in Global and National Commerce Act and Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for all business transactions related to this agreement.

Exhibit A

Fee Schedule

RINCON

Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

	Hourly Rate for January 1 – December 31		
Professional, Technical and Support Personnel*	**2026**	**2027**	**2028**
Senior Principal	$342	$354	$366
Principal	$329	$341	$353
Director	$329	$341	$353
Senior Supervisor II	$313	$324	$335
Supervisor I	$292	$302	$313
Senior Professional II	$273	$283	$293
Senior Professional I	$255	$264	$273
Professional IV	$226	$234	$242
Professional III	$210	$217	$225
Professional II	$186	$193	$200
Professional I	$166	$172	$178
Associate III	$140	$145	$150
Associate II	$125	$129	$134
Associate I	$117	$121	$125
Field Technician	$100	$104	$108
Technical Editor	$157	$162	$168
Project Accountant	$134	$139	$144
Billing Specialist	$115	$119	$123
Publishing Specialist	$128	$132	$137
Clerical	$115	$119	$123

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate
Equipment Package (covers field equipment)	$150/day
UAS Drone	$300/day
Boat (20-foot Boston Whaler or Similar)	$800/day
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Engineering and Groundwater Services Committee

MEMORANDUM

TO: Engineering and Groundwater Services Committee
Agenda Item No. 1

FROM: J.T. Gardiner

DATE: November 18, 2026

SUBJECT: Update on Construction/Maintenance Projects

Issue:
Update on construction/maintenance projects.

Recommended Motion:
None – information only.

Discussion:
An overview of the construction projects is provided as Attachment 1.

NORD SIPHON REPLACEMENT TURNOUT PROJECT - CONTRACT NO. KCWA 2025-02

PROJECT SUMMARY FOR OCTOBER 2026

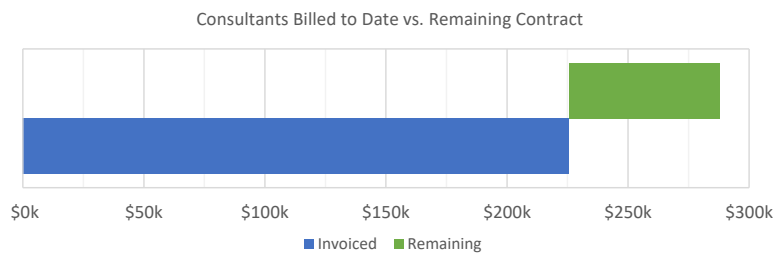
SUMMARY

The project consists of the removal of the existing Nord Siphon, construction of a replacement turnout structure and tying in the new structure to the Cross Valley Canal.

Prepared By: Scott Chambless
Reviewed By: JT Gardiner RCE: C48280

COST BREAKDOWN

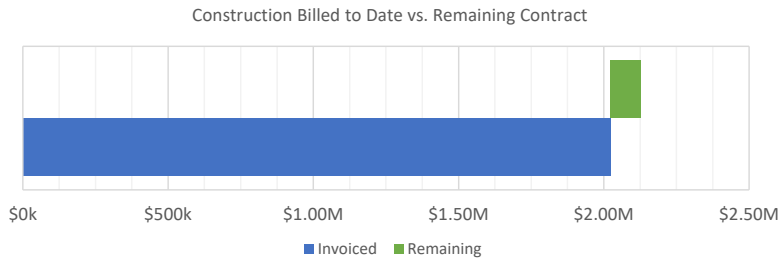
CONSULTANTS



	Contracted	Invoiced	Remaining
DJA	$ 96,000	$ 45,284	**$ 50,716**
SEI	$ 30,000	$ 21,586	**$ 8,414**
P&P	$ 162,000	$ 158,713	**$ 3,287**

TOTAL CONSULTANT COSTS	
Total Contract Amount	$ 288,000
Total Invoiced Amount	$ 225,583
REMAINING BALANCE	**$ 62,417**

CONSTRUCTION



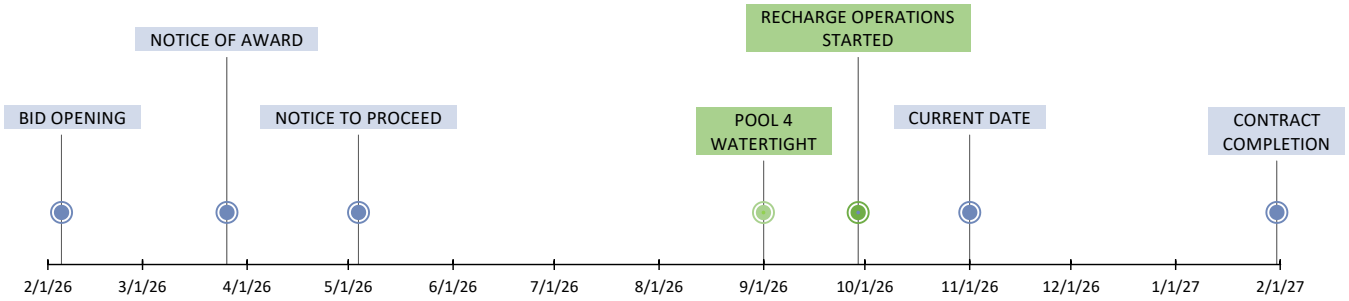
Original Contract	$ 2,126,750
Original Contingency Amount	$ 212,675
Increase to Contract	$ -
TOTAL	**$ 2,339,425**

PAYMENT BREAKDOWN	
Pay Requests Total	$ 2,022,000
Retained (5%)	$ (101,100)
PAID TO DATE	**$ 1,920,900**

CONTRACT CHANGE ORDERS

Description of Changes	DATE	AMOUNT	DAYS ADDED
Change Order 1 - No cost time extension for electrical actuators and flap gates delivery		$ -	93
	Contingency Expended	$ -	93
	Contingency Remaining	$ 212,675	

PROJECT SCHEDULE



Bid Opening:	2/5/2026	Length of Contract (Days):	180
Notice of Award:	3/26/2026	Time Extension (Days):	93
Notice to Proceed:	5/4/2026	Contract Completion:	1/31/2027
Recharge Operations:	9/29/2026		

RECENT ACTIVITY

Contractor demobilization from site.
Tested and calibrated Accusonic meters.

PLANNED CONSTRUCTION ACTIVITY

No planned activity for November or December.
Remobilize when electrical actuator and flap gates are deliverd (expected late December or early January).

CONSTRUCTION ACTIVITY LOCATION (Blue circled areas denotes construction location)



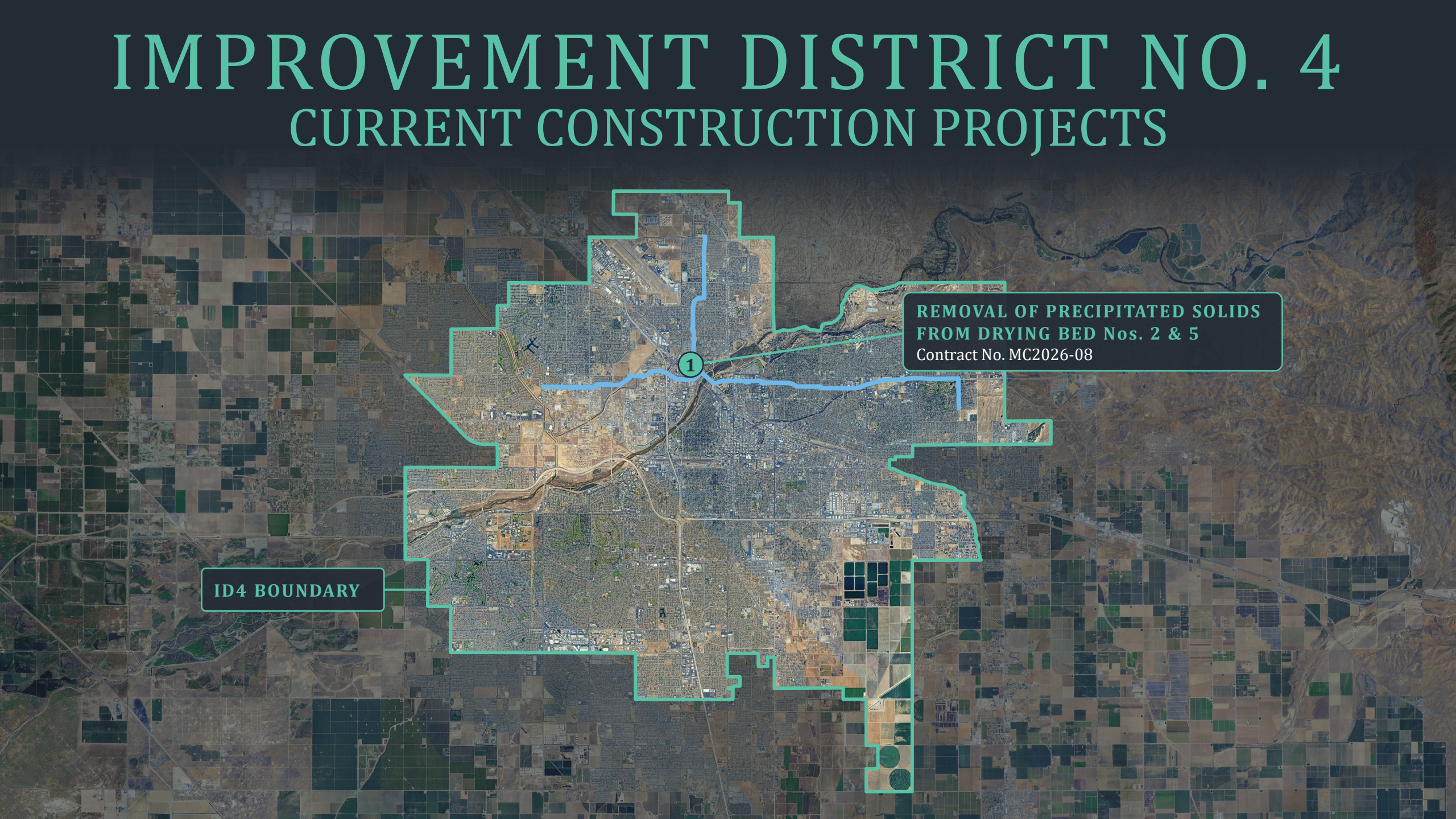
PHOTOGRAPHS



Inlet structure completed.

IMPROVEMENT DISTRICT NO. 4

CURRENT CONSTRUCTION PROJECTS



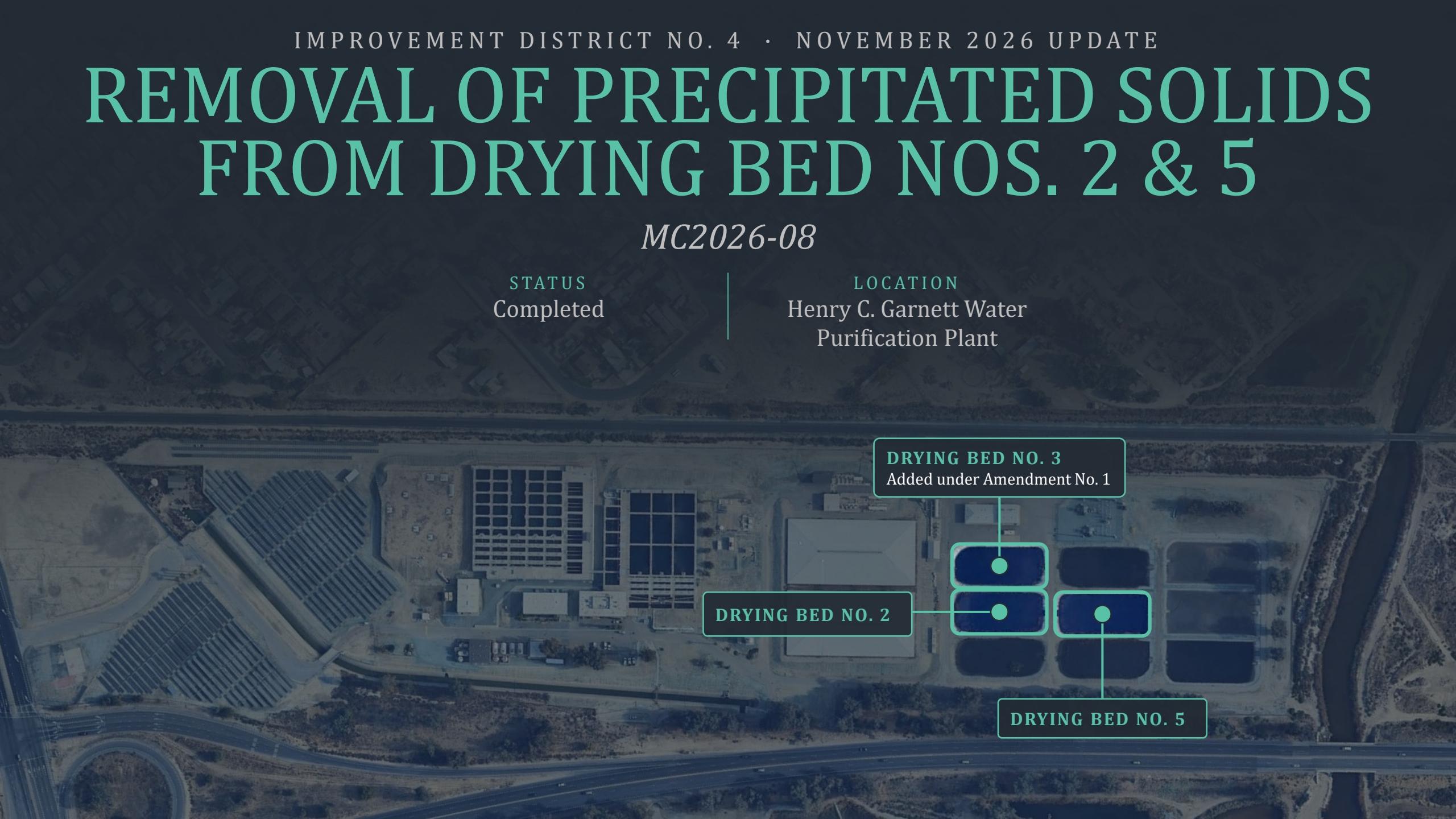
IMPROVEMENT DISTRICT NO. 4 · NOVEMBER 2026 UPDATE

REMOVAL OF PRECIPITATED SOLIDS FROM DRYING BED NOS. 2 & 5

MC2026-08

STATUS
Completed

LOCATION
Henry C. Garnett Water Purification Plant



DRYING BED No. 2 REMOVAL





- Vegetation removal and excavation of precipitated solids.

DRYING BED No. 3 REMOVAL



- Drying Bed No. 3 added to the project through Amendment No. 1.
- Approximately 2,350 CY removed.

DRYING BED No. 5 REMOVAL





- Drying beds excavated and graded to a level bottom with smooth side slopes.

PROJECT COMPLETED



- Project completed 11/2/26.
- Drying Beds Nos. 2, 3, and 5 accepted and handed over to Operations for use.
- Estimated total of 6,850 CY removed and stockpiled.

MEMORANDUM

20.2.1

TO: Engineering and Groundwater Services Committee
Agenda Item No. 2

FROM: Scott Chambless

DATE: November 18, 2026

SUBJECT: Authorization to Execute the Notice of Award for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03

Issue:
Consider adopting Resolution No. 57-26 authorizing the Improvement District No. 4 Manager to execute the Notice of Award for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03.

Recommended Motion:
Adopt Resolution No. 57-26 authorizing the Improvement District No. 4 Manager to execute the Notice of Award for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03.

Discussion:
On September 24, 2026, the Kern County Water Agency (Agency) Board of Directors (Board) authorized staff to issue the Notice to Invite Bids for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03 (Project). The Project consists of the replacement of the existing fiberglass channel with a new reinforced concrete channel for Train A at the Henry C. Garnett Water Purification Plant.

Three (3) bids were received prior to the bid opening on October 29, 2026. The lowest bid was from Thermal Energy Solutions, Inc. (TES) in the amount of $174,190.15. A copy of the bid summary is provided as Attachment 1. A copy of the bid documents submitted by TES is provided as Attachment 2.

Agency staff recommend awarding the contract to TES for a total amount of $174,190.15 for the construction of the project. In addition, staff also requests approval for a contract contingency fund of $17,419.02, which is ten percent of the bid amount. This would bring the total authorization amount to $191,609.17. Money for this Project will be paid for by the Improvement District No. 4 Enterprise Fund.

Any change to the contract amount will be carefully reviewed by Agency staff to determine whether the work is necessary and not covered by the contract documents. If changes are made to the scope of work which would require expending money from the proposed contingency fund, Agency staff will follow up with an update of the changes at the next Agency Board meeting.

This item was previously discussed and recommended by the Urban Bakersfield Advisory Committee on November 16, 2026.

BEFORE THE BOARD OF DIRECTORS

OF THE

KERN COUNTY WATER AGENCY

In the matter of:

AUTHORIZING AWARD AND EXECUTION	*
OF CONTRACT ON SPECIFICATIONS NO.	*
KCWA 2026-03 – IMPROVEMENT DISTRICT NO. 4	*
TRAIN A SETTLED WATER CHANNEL	*
IMPROVEMENTS PROJECT	*

I, Stephanie N. Prince, Secretary of the Board of Directors of the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____, and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 18th day of November, 2026, by the following vote, to wit:

Ayes:

Noes:

Absent:

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

Resolution No. 57-26

WHEREAS, Kern County Water Agency (Agency) staff caused the Notice to Invite Bids for the Improvement District No. 4 Train A Settled Water Channel Improvements Project – Contract No. KCWA 2026-03 (Project) to be published in appropriate publications and circulated to appropriate persons and entities in accordance with the Agency's bidding procedure; and

WHEREAS, Agency staff publicly opened bids on October 29, 2026 at 2:00 p.m. at the Stuart T. Pyle Water Resources Center and has determined which bidder is the lowest responsive, responsible bidder; and

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

1. The foregoing recitals are true and correct.

2. The contract for the Project pursuant to Specifications No. KCWA 2026-03 is hereby awarded to the lowest responsive, responsible bidder, Thermal Energy Solutions, Inc.

3. The Improvement District No. 4 Manager is hereby authorized to do the following, subject to approval of General Counsel as to legal form:

(a) Execute the Notice of Award to Thermal Energy Solutions, Inc., in the amount of $174,190.15 and following receipt from Thermal Energy Solutions, Inc. of an executed copy of the contract, as well as the certificates of insurance, surety bonds and other documents required by the Project specifications, to execute the contract and the Notice to Proceed for the Project; and

(b) Expend up to $17,419.02 on contingencies not anticipated by the contract.

Kern County Water Agency

Preliminary Bid Results

Improvement District No. 4

Train A Settled Water Channel Improvements Project

Contract No. KCWA 2026-03

Bid Opening - October 29, 2026

Bid No.	Contractor's Name	Base Bid
1	Thermal Energy Solutions, Inc.	$ 174,190.15
2	Eclipse Construction Services, Inc.	$ 220,000.00
3	SW Construction, Inc.	$ 233,384.12

SECTION 00 41 00 BID FORM

PART 1 GENERAL

1.1 BID FORM

Thermal Energy Solutions, Inc.
Bidder's Legal Name

100 Quantico Ave Bakersfield Ca , 93307
Bidder's Business Address

661-735-1503
Bidder's Telephone No.

925467
Bidder's CA Contractor's License Class and No.

GTovar@upsfab.com
Bidder's Email

1000654139
Bidder's DIR Public Works Registration No.

The above Bidder hereby submits the following Bid to furnish all labor, materials, tools, equipment, services, transportation, permits, utilities and other items reasonably necessary to satisfactorily complete the Work generally described in the Notice Inviting Sealed Bids and more specifically described in the Contract Documents.

Bidder acknowledges receipt of the following Addenda, if any:

Addenda No.	Date Addenda Issued
N/A	N/A

Bidder, by submitting its Bid, acknowledges that it has read and understood the Instructions to Bidders and will comply with the Instructions to Bidders in its submission of its Bid. Bidder's completed Bid Form and Bidder's Subcontractor Listing are incorporated herein by reference.

Dated: 10/29/2026

Isiah Jones
Bidder's Legal Name

Signature of Authorized Signer for Bidder

Isiah Jones
Print Name of Authorized Signer for Bidder

Contracts & Finance Manager
Title of Authorized Signer for Bidder

BID FORM

Item	Quantity	Units	Description of Bid Item	Unit Bid Item Price	Total Bid Item Price
1	1	LS	Mobilization, Demobilization, Clean-up, Bonds and Insurance	$	$21,479
2	1	LS	Dewater and Coordinate Work for Channel Removal	$	$20,440
3	1	LS	Construct Temporary Bulkhead System	$	$36,682
4	1	LS	Remove Existing Channel and Prepare/Clean Mating Surfaces	$	$26,879
5	2	CY	Construct Reinforced Concrete Channel Floor	$	$19,165
6	3.5	CY	Construct Reinforced Concrete Channel Walls	$	$19,165
7	1	LS	Install Interior Construction Joint Sealant and Concrete Sealer	$	$6,766
8	1	LS	Dewater and Coordinate Work to Remove Bulkhead	$	$14,695
9	1	LS	Final Cleanup and Testing	$	$8,919.15
				Total Base Bid Price (Items 1-9)	$174,190.15
Total Base Bid Price (written in words)			One hundred seventy-four thousand one hundred ninety dollars and fifteen cents.		

Abbreviations (as applicable)

CY	-	Cubic Yard(s)	LF	-	Lineal Foot (Feet)
EA	-	Each	LS	-	Lump Sum
SF	-	Square Feet	TN	-	Ton(s)
DAY	-	Day(s)	(F)	-	Final Pay Quantity

If a discrepancy is found between the Total Base Bid Price and/or the Total Bid Item Price and the Unit Bid Item Price, the Unit Bid Item Price will govern. If the sum of two (2) or more Total Bid Item Prices does not equal the Total Base Bid Price the individual Total Bid Item Prices will govern. If a discrepancy is found between the numerical Total Base Bid Price and the Total Base Bid Price in written words, the numerical Total Base Bid Price will govern.

Quantities are approximate only and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be based upon actual quantities incorporated into the Work. The Agency reserves the right to increase, decrease, or omit all quantities.

Bids are inclusive of city, county, state and federal sales, use and other taxes and assessments of every kind and nature.

1.2 BIDDER SUBCONTRACTOR LISTING

Pursuant to Public Contract Code section 4104, Bidder shall identify the name, business address, California contractor's license number, and DIR public works registration number of each subcontractor who will perform work or labor or render services to Bidder for the Work or who will specially fabricate and install a portion of the Work under contract with the Bidder, in an amount in excess of one-half of one percent (0.5%) of the Bidder's Base Bid Price or, in the case of Bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of Bidder's Base Bid Price or Ten Thousand Dollars ($10,000), whichever is greater. Attach additional sheets as necessary.

1.	Subcontractor N/A		Address N/A
	CA License No. N/A	DIR Registration No. N/A	% Total Base Bid Price N/A
2.	Subcontractor		Address
	CA License No.	DIR Registration No.	% Total Base Bid Price
3.	Subcontractor		Address
	CA License No.	DIR Registration No.	% Total Base Bid Price
4.	Subcontractor		Address
	CA License No.	DIR Registration No.	% Total Base Bid Price
5.	Subcontractor		Address
	CA License No.	DIR Registration No.	% Total Base Bid Price
6.	Subcontractor		Address
	CA License No.	DIR Registration No.	% Total Base Bid Price

1.3 ACKNOWLEDGEMENT

{May Use Self-Prepared Acknowledgment Complying with Civil Code Section 1189}

State of California)

County of Kern)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On October 29, 2026 before me Debra L. Cavanagh notary public personally appeared Isiah Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

Debra L Cavanagh
Notary Signature

DEBRA L. CAVANAGH
Notary Public - California
Kern County
Commission # 2508290
My Comm. Expires Jan 26, 2029

END OF SECTION

SECTION 00 41 05 MATERIAL SUPPLIERS INFORMATION

PART 1 GENERAL

Bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

	EQUIPMENT/MATERIAL	MANUFACTURER/SUPPLIER
1.	Concrete (Fiber/Mix/Etc.)	Alliance Ready Mix
2.	Construction (Rebar/Tape/Panels/Etc.)	White Cap
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Award of a Contract does not imply approval by the Agency of the manufacturers or suppliers identified by a Bidder in this Material Suppliers Information. No substitution by a Bidder is permitted unless the equipment or material of a manufacturer or supplier does not meet the specifications of the Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 00 43 93 BIDDER'S CHECKLIST

PART 1 GENERAL

1.1 BID DOCUMENTS

A. Bidders must complete and submit one (1) copy of the following documents on or before the day and time and at the location identified in the Notice Inviting Sealed Bids:

1. ☐ Section 00 41 00 – Bid Form
2. ☐ Section 00 41 05 – Material Suppliers Information
3. ☐ Bidder's Bid Security (one of the following):
   a. ☐ Bid Bond (Section 00 43 13)
   b. ☐ Cashier's Check
   c. ☐ Certified Check
   d. ☐ Cash
4. ☐ Section 00 43 93 – Bidder's Checklist
5. ☐ Section 00 45 13 – Bidder's Qualifications
6. ☐ Section 00 45 19 – Bidder's Non-Collusion Affidavit
7. ☐ Section 00 45 47 – Iran Contracting Certification
8. ☐ All issued Addenda

1.2 CONTRACT DOCUMENTS (DO NOT SUBMIT UNLESS BID IS AWARDED)

A. The Bidder whose Bid is awarded a contract for the Work ("successful Bidder") must complete and submit the following documents within fifteen (15) calendar days after written notice of award by the Agency is sent to (not received by) the successful Bidder:

1. ☐ Section 00 45 18 – Labor and Other Code Requirements
2. ☐ Section 00 45 26 – Contractor's Certificate Regarding Workers' Compensation Insurance
3. ☐ Section 00 45 27 – Workers' Compensation and Employer's Liability Certificate of Insurance
4. ☐ Section 00 52 00 – Contract

5. ☐ Section 00 61 13 – Performance Bond

6. ☐ Section 00 61 14 – Payment Bond

7. ☐ Section 00 61 19 – Maintenance Bond

8. ☐ Section 00 62 16 – Certificate of Liability Insurance

9. ☐ Section 00 65 36 – Guaranty Form

1.3 SIGNATURE

Dated: 10/29/2026

Isiah Jones
Bidder's Legal Name

Signature of Authorized Signer for Bidder

Isiah Jones
Print Name of Authorized Signer for Bidder

Contracts & Finance Manager
Title of Authorized Signer for Bidder

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 00 45 13 BIDDER'S QUALIFICATIONS

Thermal Energy Solutions, Inc

Bidder's Legal Name

ENTITY INFORMATION

1. **Bidder's entity form** (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship

☐ Limited Liability Company ☐ Joint Venture (JV)

2. **Date of formation of Bidder** (e.g., date of incorporation if a corporation):

September 2nd, 2008

3. **Bidder's jurisdiction of formation** (e.g., state of incorporation if a corporation):

California

4. **Is bidder a subsidiary of another company? If so, please identify parent company(ies):**

Legal Name of Parent Company(ies) N/A

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

5. **If Bidder is a Partnership, please identify the partners of the Partnership and percentage ownership interest of each partner in the Partnership:**

Legal Name of Partner N/A	**% Ownership Interest**

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

6. **If Bidder is a JV, please identify the members of the JV and the percentage ownership interest of each member in the JV:**

Legal Name of JV Member	% Ownership Interest
N/A	

Attach additional pages as necessary referencing "Bidder Qualification Questionnaire" and question no.

LICENSES

7. **Please identify all licenses, registrations, certifications held by the Bidder applicable to the Work proposed to be performed and/or Goods proposed to be furnished:**

Issuing Entity	License, Reg., Cert. No.	Expiration Date
CSLB	925467	12/31/2026

8. **Has any license, registration or certification held by Bidder, whether or not applicable to the Work proposed to be performed and/or Goods proposed to be furnished, ever been suspended, revoked, or has Bidder ever been subject to discipline by the entity issuing the license, registration or certification:**

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder Qualification Questionnaire" and question no.

SOLVENCY AND CLAIMS

9. **At any time during the last five (5) years has:**

Bankruptcy: Bidder ever been in bankruptcy, whether such bankruptcy was voluntary or involuntary, and whether brought under Chapter 7, 11, 12, or 13 of the U.S. Bankruptcy Code?

☒ No

☐ Yes. If answering "Yes," please attach copy of bankruptcy petition.

Public Works: Bidder ever been debarred, disqualified, removed, terminated, or otherwise prevented from bidding on or completing any public entity contract?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bids: Bidder ever been denied an award of a public entity contract based on a finding by a public entity that Bidder was not a responsive or responsible bidder?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Liquidated Damages: Bidder ever paid liquidated damages assessed under a public entity contract, whether paid directly to the public entity or applied as a set-off against money by a public entity?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Bonds: A surety of Bidder on a public entity contract ever made payment on behalf of Bidder to satisfy any claims made against a performance or payment bond issued by such surety on behalf of Bidder?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Health and Safety: The U.S. Occupational Safety and Health Administration (OSHA) or the California Occupational Safety and Health Administration (Cal OSHA) ever cited and assessed penalties against Bidder for any "serious," "willful," or "repeated" violations of safety or health laws or regulations?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Environmental: The U.S. Environmental Protection Agency (EPA), any Air Quality Management District, or any Regional Water Quality Control Board ever cited and assessed penalties against Bidder for violation of environmental, air quality, or water quality laws or regulations?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Labor: The U.S. Labor Department, the California Labor Commissioner, or California Department of Industrial Relations ever order Bidder to pay back wages and/or assess penalties for failure to pay prevailing wages, to utilize apprentices, to pay overtime, to provide meal or rest breaks, or for failure to utilize a skilled and trained workforce?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

False Claims: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been found liable in a civil lawsuit or found guilty in a criminal action for making any false claim or material misrepresentation to a public entity?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

Fraud: Bidder, or any of its officers, directors, members, managers, partners, or owners ever been convicted of a federal or state crime of fraud, theft, or act of dishonesty?

☒ No

☐ Yes. If answering "Yes," please explain in attachment referencing "Bidder's Qualification Questionnaire" and question no.

PUBLIC ENTITY CONTRACTS

10. **Please provide the following information for a minimum of three (3) and maximum of five (5) closely-related public entity contracts for Work Bidder has completed within the last five (5) years. Bidder may, in lieu of providing the following information, provide a list of qualifications provided that such list of qualifications includes the information requested below:**

Date of Contract:	04/2024	Amt. of Contract:	$185,061.32
Name of Public Entity:	Yucaipa Valley Water District		
Address of Public Entity:	12770 Second Street, Yucaipa, CA 92399		
Public Entity Contact(s)	Title	Telephone	Email
Joseph Zoba	General Manager		
Brett Granlund	Division 4 Director		
Greg Bogh	Division 1 Director		
Description of Contract:	SALINITY CONCENTRATE REDUCTION AND MINIMIZATION (SCRAM) PROJECT		

Date of Contract:	04/01/2025	Amt. of Contract:	$29,690.00
Name of Public Entity:	City of Wasco		
Address of Public Entity:	746 8th St, Wasco, CA 93280		
Public Entity Contact(s)	Title	Telephone	Email
Maria O. Martinez	City Clerk		
Scott Hurlbert	City Manager		
Kameron Arnold	City Engineer	661-758-7204	kaarnold@cityofwasco.org
Description of Contract:	Well 14 Metal Carport Project		

Date of Contract:	03/07/2025	Amt. of Contract:	$70,961.19
Name of Public Entity:	Los Angeles County Sanitation Districts		
Address of Public Entity:	1955 Workman Mill Rd, Whittier, CA 90601		
Public Entity Contact(s)	Title	Telephone	Email
Samuel Espinosa	Department Engineer		
Matt T.	Asst. Chief Engineer		
Robert F.	Chief Engineer		
Description of Contract:	Herondo Street Pumping Plant Force Main Upgrades		

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

Date of Contract:		Amt. of Contract:	
Name of Public Entity:			
Address of Public Entity:			
Public Entity Contact(s)	Title	Telephone	Email
Description of Contract:			

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 10/29/2026

Thermal Energy Solutions, Inc.
Bidder's Legal Name

Signature of Authorized Signer for Bidder

Isiah Jones
Print Name of Authorized Signer for Bidder

Contracts & Finance Manager
Title of Authorized Signer for Bidder

END OF SECTION

SECTION 00 45 19 BIDDER'S NON-COLLUSION AFFIDAVIT

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
PUBLIC CONTRACT CODE §7106

The undersigned declares:

I am the Contracts & Finance Manager (Title of Person Signing Affidavit) of Thermal Energy Solutions, Inc. (Legal Name of Bidder), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/29/2026 (Date) at Bakersfield (City), California (State).



Signature of Authorized Signer for Bidder

Isiah Jones

Print Name of Authorized Signer for Bidder

END OF SECTION

SECTION 00 45 47 IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING CERTIFICATION TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID PER PUBLIC CONTRACT CODE §2204

The undersigned declares:

I am the Contracts & Finance Manager of Thermal Energy Solutions, Inc., the
Title of Person Signing Affidavit — Legal Name of Bidder
party making the foregoing bid.

Pursuant to Public Contract Code section 2204 I make the following certifications on behalf of the Bidder:

Check one (1) only

[X] Bidder's Total Base Bid Price is less than One Million Dollars ($1,000,000).

OR

[ ] Bidder's Total Base Bid Price is One Million Dollars ($1,000,000) or more but: (1) Bidder is **not** identified in the California Department of General Services' ("DGS") list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b); (2) Bidder is **not** providing goods or services of Twenty Million Dollars ($20,000,000) or more in the energy sector of Iran; and (3) Bidder is **not** a financial institution extending Twenty Million Dollars ($20,000,000) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified in the DGS list of persons engaging in investment activities in Iran under Public Contract Code section 2203(b).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on 10/29/2026 (Date) at Bakersfield (City), California (State).

Signature of Authorized Signer for Bidder

Isiah Jones
Print Name of Authorized Signer for Bidder

END OF SECTION

Correspondence

California Farm Water Coalition

CFWC Activity Report

TO: Kern County Water Agency Board of Directors
FROM: Michelle Paul, Executive Director
DATE: November 11, 2026
SUBJECT: CFWC Activity Report, October 2026

Summary

October was a busy policy and regulatory month for the Coalition. While I still had the opportunity to meet five members for the first time, I also spent time in the field capturing the Machado Family Farm's story for our social media campaign. We also stayed engaged in communicating the importance of a workable, collaborative Bay-Delta Plan, including the Healthy Rivers and Landscape alternative and moving forward with the construction of Sites Reservoir. Finally, it was great to connect with many of our members and partners at the Family Farm Alliance annual meeting in Reno at the end of the month.

During the first week of November, KQED, the San Francisco Bay Area's NPR member station, released an interview in which Max Gomberg, former Climate and Conservation manager at the State Water Resources Control Board, asserted that urban water rates would decrease if water were redirected from agriculture to urban areas. The Coalition immediately responded with this LinkedIn article. To support our members with any questions received on these topics, we've attached talking points to this report.

Media Landscape and Outreach

As anticipated, California news outlets published 26 percent fewer agriculture-related stories than in September as we led up to the elections. For stories focused on water, just over half discussed agriculture. About 33 percent of stories that ran had positive messages when referencing agriculture compared to just 8 percent unfavorable, with the remainder neutral or mixed.

Anticipation of the State Water Board's adoption of an updated Bay-Delta Plan, and the voluntary agreements, drew the most policy attention. Other leading stories included USDA's record $13.8 billion in safety net payments for the 2025 crop year, federal funding and a groundbreaking for the Friant-Kern Canal's Phase I pump station replacement, a federal mandate for 1.25 million acre-feet in Colorado River cuts that Arizona and Nevada are challenging in court, and a short pistachio crop arriving as costs rise.

With the upcoming elections, the media shifted their coverage to candidates and their policy areas. However, we did place an editorial in Capitol Weekly arguing that debates over who uses the most water shouldn't distract from the need for new, reliable supplies. Another piece ran in Comstock's and argued for a long-term financing model like the Texas Water Fund to cover rising project costs, such as Sites Reservoir and the Shasta Dam raise, rather than leaving the bill to a small group of water users.

We also posted our first-ever blog on LinkedIn that explored the benefits of growing alfalfa with Colorado River. This received excellent engagement, and we'll look for ways to leverage this channel more aggressively in the future.

Board Retreat

As the Coalition looks to build on our past success, it's important we take time out of the daily work of commenting on water policy to reflect on our past successes, consider the current environment, and clarify our future direction. Last month, we did just that. Our Board came together for a full day in Fresno to consider the Strengths, Weaknesses, Opportunities, and Threats to our organization. This was the first, but an important, step in planning. The in-person time together was invigorating, and our team walked away inspired.

Social Media

On CFWC and Cultivate California channels, we continued our Colorado River video series by exploring why alfalfa matters in the Imperial Valley. Influencers from our Fall Influencer Tour in Yolo County also shared recap videos on what they learned about California farming, and their audiences responded positively, especially to the idea of knowing where your food comes from. We also launched our monthly "eating in season" grocery guide series to help consumers buy California-grown groceries.

Top-performing Cultivate California posts in October:



[California Crop Water Footprint]
Interactions: 3.9k
Views: 115.8k



[What's the deal with Alfalfa?]
Interactions: 2.5k
Views: 36k



[October Seasonal Grocery Guide]
Interactions: 1.6k
Views: 74.9k

Talking Points - Urban Water Rates and Agricultural Water Use

Prepared by the California Farm Water Coalition, November 2026

Californians deserve affordable water and an affordable food supply, and we can have both. Most of a city water bill pays for pipes, treatment, and the system that delivers safe water, so moving water off farms would leave those costs in place.

1. Your water bill pays mostly for the system, and less for the water

- Most of a water bill pays for the pipes, pumps, and treatment plants that bring safe water to the tap.
- Buying or producing water was about a quarter of what California cities spent on their water utilities in 2024-25 (State Controller).
- PPIC finds that as much as 70 to 80 percent of a typical utility's costs are fixed. They stay the same whether a family uses a little water or a lot.
- Many urban systems were built in the 1950s and 1960s and are reaching the end of their useful life (California Urban Water Agencies, via PPIC). Utilities are also paying to improve water quality and remove PFAS, the "forever chemicals."
- Treatment costs are growing faster than supply costs.
    - From 2016-17 to 2024-25, city treatment spending grew 72 percent and supply spending 40 percent; inflation was 31 percent (State Controller, BLS).

2. Moving water off farms would not lower city water rates

- Farm water and city water are different products.
    - Farm deliveries are generally untreated, unpressurized, and carried in open canals; city water is treated and pressurized for use on demand.
- Water transferred to cities from a farm still must be carried, treated, stored, and pressurized, and customers pay for every step.
- In some CA cities, the cost of acquiring water is only about 6% of every dollar consumers pay.
    - In San Jose, about 42 cents of each customer dollar passes through to Valley Water (San Jose Water, 2026). Water from the state and federal projects works out to about 6 cents. Cutting that cost by a fifth saves about a penny.
- In shortages, cities already come first.
    - In 2022, farms on the federal and state projects received no project water while cities received health and safety supplies.

- More water can mean higher rates when sales fall.
    - In 2023, Metropolitan Water District held a record 3.4 million acre-feet in storage, faced a revenue shortfall of more than $300 million, and then adopted 8.5 percent increases for 2025 and 2026.

3. Real solutions build reliable water for everyone and help families who need it

- California's legislature set a statewide goal of 9 million acre-feet of additional water supply by 2040. (SB 72, enacted in 2025).
- We can get more from the system we have.
    - A 2026 Scripps and UC Merced study found that forecast-informed operations at 20 reservoirs could add about 315,000 acre-feet a year, worth $100 million to $200 million a year to farms and cities.
- Farmers help refill groundwater.
    - PPIC estimates 7.6 million acre-feet soaked into San Joaquin Valley aquifers in 2023, with on-farm recharge expanding dramatically. Faster permits for capturing floodwater would allow more.
- Farmers grow more with less.
    - PPIC reports farm water use was 15 percent lower in 2018 than in 1980, while the inflation-adjusted value of farm production was 23 percent higher.

Closer(s): Farmers aren't the problem; they are part of the solution. Pitting affordable water against a reliable food supply is a false choice.

Anticipated questions

Doesn't agriculture use 80 percent of the state's water? That figure counts only the water people put to use. The State of California and professional water managers count all of California's water: about half goes to the environment, 40 percent to farms, and 10 percent to cities and towns. And farm water use has gone down while farmers grow more food.

Why not just buy more water from farmers? Cities already do, and those deals add reliability.

Isn't water supply getting more expensive too? Yes, and it is the slower-growing part of the bill. City supply spending rose 40 percent from 2016-17 to 2024-25, while treatment spending rose 72 percent.

Why should cities care about farm water? Because it grows the fruits, nuts, and vegetables on grocery shelves across the country.

Farms and cities both need a more reliable system, and recharge, storage, and better reservoir forecasting serve both.

What would actually lower bills? Investment aimed at the costs that set bills, plus the rate design and customer assistance that PPIC's affordability work points to.

Isn't San Jose the most expensive water in the country? Doesn't that prove supply is the problem?

An October 2026 Food & Water Watch survey ranked San Jose Water Co. highest among 500 large systems, and the company disputes the data.

Either way, San Jose shows where the money goes: imported water from the state and federal projects is about 6 cents of the customer's dollar.