KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Regular Meeting of the Board of Directors
October 28, 2024, 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/81772344478?pwd=PcXVFaF8lakOR2MQ3r6CRQetwmaHbt.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 817 7234 4478
Password: 533602

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 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 President may limit the time allowed for comment.

4. **Approval of Minutes**
   - **a.** *September 23, 2024 (Valerie)

5. **Financial Report**
   - **a.** *Financial Report & Accounts Payable (Skye)
   - **b.** *KGA Closeout Ad hoc Committee Report (Skye)
   - **c.** Financial Standard Operating Procedures (Skye)

6. **Administration**
   - **a.** Update on circulation of RFP for Executive Officer (Dan)
   - **b.** Special Board Meeting December (Rachelle)

7. **White Area Representatives**
    a. *Representative Appointment Process (Bret and Chad)

8. **DWR Grant Administration**
    a. Report on DWR Grant Administration (Jason)
    b. *Monitoring Well Component Budget Amendment (Jason)

9. **County of Kern Participation**
    a. Kern County Participation Ad hoc Committee Report (Rodney)

10. **Kern Subbasin Groundwater Sustainability Plan**
    a. Report on the establishment of Representative Monitor Wells (Dan and Jeevan)

11. **Legal**
    a. *Joint Defense Agreement (Valerie)

12. **New Business**

13. **Correspondence**

14. **Closed Session**
    a. Potential Litigation – Government Code Section 54956.9(d)(2)

15. **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.

JPA Board Meeting Minutes
Kern Non-Districted Land Authority (KNDLA)
Monday, September 23, 2024, at 2:00 p.m.

JPA DISTRICT REPRESENTATIVES AND ALTERNATES PRESENT
Derek Yurosek, Arvin-Edison
Amrit Mangat, Buena Vista
Spencer Birch, Cawelo
Rodney Palla, Kern Delta
Andrew Hart, Kern Tulare
Kevin Andrew, North Kern
Jeff Siemens, Olcese
Royce Fast, Pioneer
Barry Watts, Rosedale-Rio Bravo
Dan Waterhouse, Semitropic
Bret Sill, Shafter-Wasco/7th Standard Annex
Brandon Morris, Southern San Joaquin
Gary Morris, West Kern
Rob Goff, Westside
Michael Blaine, Wheeler Ridge
Chad Hathaway, Eastside

1. **Roll Call**
   Quorum Determination—Chairman Watts called the meeting to order at 2:04 p.m. after confirming the presence of a quorum, which met the threshold required under the JPA agreement.
2. **Flag Salute**
   Completed.
3. **Public Input**
   None.
4. **Approval of Minutes**
   a. **August 26, 2024**
      Amendments:
      - The title of item 11a was revised to exclude the word "grant."
      - The date was corrected from 2022 to 2024.

      A motion was made by Director Goff and seconded by Director Hart to approve the August 26, 2024, Regular Board Meeting Minutes with the aforementioned changes. The motion passed unanimously.
5. **Financial Report**
   a. **Financial Report & Accounts Payable**
      Ms. Grass reviewed the Financial Report and Accounts Payable for July 2024 and August 2024, focusing on cash calls, deposits, disbursements, receivables, and grant balances. She noted that KGA and KNDLA finances are still being reconciled, suggesting an Ad Hoc closeout meeting next month.

Ms. Grass requested approval for the disbursement of accounts payable:

- $14,708.00 as presented in Exhibit E for August 2024.
- $12,296.38 as presented in Exhibit E for July 2024.

A motion was made by Director Birch and seconded by Director Morris to approve the financial reports and disbursement of payments as advised by Ms. Grass. The motion was unanimously carried.

6. **Administration**
   a. **Consideration of circulation of RFP for Executive Officer**
      Chairman Watts presented a draft RFP for the Executive Officer position, emphasizing that the role would provide leadership and guidance to the KNDLA as directed by the Board. Key points of discussion included the need for the position, estimated hours per month (revised to 40-80 hours), and whether to include independent contractors. Ms. Echeverria was designated to receive incoming proposals.
      A motion to approve the RFP with the stated revisions was made by Director Fast and seconded by Director Blaine. The motion carried unanimously.
   b. **Website Development**
      Chairman Watts and Ms. Echeverria updated the Board on the KNDLA website's progress, including the name change from KGA to KNDLA, updated meeting schedules, and revisions to the Board of Directors page. Ms. Echeverria noted that final updates would be completed by the end of the week.
   c. **Ethics Training Requirements**
      Chairman Watts provided an overview of the legal requirement for Board members to complete ethics training. Ms. Echeverria requested proof of training completion within the last two years and reminded the Board that she would maintain records to ensure compliance. She will follow up with frequent reminders after the meeting.
7. **White Area Representatives**
   a. **Update on White Area Representatives' Ad hoc**
      Chairman Watts provided updates on the White Area Representatives Ad Hoc, including involvement from 7th Standard Annex, Eastside Water District, and Rosedale-Rio Bravo Water Storage District. He clarified that the group is responsible for the voting process and does not select representatives. Ms. Kincaid added that the Ad Hoc group will make procedural recommendations for the full Board's consideration. Chairman Watts will present a voting procedure recommendation next month.
8. **DWR Grant Administration**
   a. **Report on DWR Grant Administration**
      Mr. Gianquinto provided a brief update on the DWR grant, noting that Request No. 9 will begin next month. He also mentioned the completion of the USGS extensometer drill, which will resume operation later this year. He discussed ongoing issues with the DWR amendment related to the KGA's existence and its signatories, stating that DWR still has further questions.
9. **County of Kern Participation**
   a. **Kern County Participation Ad hoc Committee**

Director Palla reported no new updates but expected communication from the County within the week.

10. **Kern Subbasin Groundwater Sustainability Plan (GSP)**
    a. **Report on the establishment of Representative Monitoring Wells**
       Mr. Muhar provided a brief update, stating he is continuing work on establishing representative monitoring wells for the Kern Subbasin GSP.
    b. **Report on 2024 GSP Development**
       Ms. Hearn provided a progress update on the 2024 GSP, noting that she is compiling a list of final items and reviewing the final staff report on the Tule 2024 plan. She estimated that the GSP will be finalized no earlier than November 3rd.
11. **Legal**
    Ms. Kincaid provided statewide updates on DWR and SGMA. She discussed the thirteen incomplete plans awaiting determinations by DWR, as well as the five-year periodic evaluations for plans approved in 2020. She also briefed the Board on the State Water Resources Control Board (SWRCB) and Tule subbasin probationary hearings, noting that two GSAs do not have to report and pay fees but are still under probation. Lastly, she addressed a preliminary injunction regarding the SWRCB and Tulare Lake.
12. **New Business**
    None.
13. **Correspondence**
    a. **Clean Water Action Letter dated August 30, 2024**
       Chairman Watts directed the Board's attention to the letter for review.
14. **Closed Session**
    a. **Consideration of Public Employment - Government Code Section 54957(b)(1)**
       A motion to enter a closed session was made by Director Yurosek, seconded by Director Palla, and unanimously supported. Closed session commenced at 2:50 p.m. and concluded at 3:08 p.m. Chairman Watts announced that there were no reportable actions taken during the session.
15. **Adjournment**
    A motion to adjourn was made by Director Waterhouse, seconded by Director Goff, and passed unanimously. The meeting adjourned at 3:10 p.m.

ANDREA R. HILL, CPA
An Accountancy Corporation

October 16, 2024

TO: Kern Non-Districted Land Authority

FROM: Andrea R. Hill CPA, AAC

SUBJECT: September 2024 Accountant's Report

DISCUSSION

Exhibit A is the Accountant's Report for the Authority's financial activities from September 1, 2024, through September 30, 2024. There were $98,577.49 of deposits during the month. There were $12,296.38 of disbursements issued during the month. The cash balance on September 30, 2024, is $151,778.56. There were $37,782.50 of subsequent deposits as shown on **Exhibit B**.

The Accounts Receivable balance from Members on September 30, 2024, was $59,372.50 as shown on **Exhibit C**. Receivable from Grants on September 30, 2024, totaled $409,039.77 as detailed on **Exhibit D.** The combined total of Receivables on September 30, 2024, was $468,412.27.

Exhibit E is the detail of Accounts Payable for the month of September 2024, reflecting total payables on September 30, 2024, of $475,916.94. At this time, invoices totaling $59,034.37 are being requested for payment approval and disbursement.

Exhibit F is the Authority's unaudited financial statements on September 30, 2024. They include a Statement of Net Position as of September 30, 2024, and a Statement of Revenues and Expenses for the nine months ended September 30, 2024. We believe both statements fairly present the financial position and results of the Authority's activities for the general JPA membership and each specific Special Activity Agreements at this time.

Exhibit A
Kern Non-Districted Land Authority
Accountant's Report - through September 30, 2024

CURRENT ACTIVITY

Cash Balance, Prior Report August 31, 2024)				$ 65,497.45
Deposits	**Date**	**Purpose**	**Amount**	
Wheeler Ridge-Maricopa WSD	9/19/24	2024 KNDLA Initial Cash Call	5,397.50	
Kern Tulare Water Dist	9/19/24	2024 KNDLA Initial Cash Call	5,397.50	
Kern Water Bank GSA	9/19/24	2024 KNDLA Initial Cash Call	5,397.50	
North Kern WSD	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
Buena Vista Water Storage Dist	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
Cawelo Water Dist	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
Rosedale-Rio Bravo WSD	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
Shafter-Wasco Irrigation Dist	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
Shafter-Wasco 7th Standard	9/25/24	2024 KNDLA Initial Cash Call	5,397.50	
City of Bakersfield	9/25/24	Remaining DMS Grant Retention Receivable	46,533.37	
City of Bakersfield	9/25/24	13-RETC & 18 RETB add'l grant income	3,466.62	
Total Deposits				98,577.49
Disbursements	**Date**	**Ck #**	**Amount**	
Paris Kincaid Wasiewski LLP	9/18/24	3157	10,694.50	
Provost & Pritchard Consulting Group	9/18/24	3158	1,601.88	
Total Disbursements				12,296.38
Cash Balance, Current Report (September 30, 2024)				151,778.56
Accounts Receivable				
Receivables from Members - Exhibit C			59,372.50	
Grant Receivables:				
DMS Grant - 10% retention Req #1		-		
DMS Grant - 10% retention Req #2		-		
DMS Grant - 10% retention Req #3		-		
DMS Grant - 10% retention Req #4		-		
DMS Grant - Req #5		-		
DMS Grant - Req #6		-		
DMS Grant - Req #7		-		
SGMA Grant - Inv #7		409,039.77		
Grant Receivable - see Exhibit D			409,039.77	
Total Receivables				468,412.27
Accounts Payable				
See Attached A/P Detail - Exhibit E				59,034.37
Less Septebmer payables submitted for payment				-
Accrued Payables - SGMA Planning grant - Exhibit E				416,882.57
Total Accounts Payable and Accrued Payables				475,916.94
Net Assets, September 30, 2024				$ 144,273.89

Exhibit B

Kern Non-Districted Land Authority

Accountant's Report - Subsequent Deposits through October 16, 2024

		Dep Date	Amount	
Southern San Joaquin MUB	2024 KNDLA Initial Cash Call	10/1/2024	$ 5,397.50	
Olcese Water District	2024 KNDLA Initial Cash Call	10/1/2024	$ 5,397.50	
Kern Delta Water District	2024 KNDLA Initial Cash Call	10/1/2024	$ 5,397.50	
Semitropic Water Storage Dist	2024 KNDLA Initial Cash Call	10/1/2024	$ 5,397.50	
Westside District Water Auth. GSA	2024 KNDLA Initial Cash Call	10/4/2024	$ 5,397.50	
Kern Co Water Agency ID4	2024 KNDLA Initial Cash Call	10/4/2024	$ 5,397.50	
Kern Co Water Agency Pioneer GSA	2024 KNDLA Initial Cash Call	10/4/2024	$ 5,397.50	
Deposits - Other				37,782.50

Total Deposits (thru 10/16/24)	$ 37,782.50

Exhibit C

Kern Non-Districted Land Authority

Accountant's Report - Accounts Receivable detail as of September 30, 2024

Customer	Description	Invoice #	Invoice Date	Invoice Amount
Arvin-Edison Water Storage Dist	2024 KNDLA Initial Cash Call	KNDLA1	9/8/2024	5,397.50
Eastside Water Mgmt Area	2024 KNDLA Initial Cash Call	KNDLA4	9/8/2024	5,397.50
Kern Co Water Agency ID4	2024 KNDLA Initial Cash Call	KNDLA5	9/8/2024	5,397.50
Kern Co Water Agency Pioneer GSA	2024 KNDLA Initial Cash Call	KNDLA6	9/8/2024	5,397.50
Kern Delta Water District	2024 KNDLA Initial Cash Call	KNDLA7	9/8/2024	5,397.50
Olcese Water District	2024 KNDLA Initial Cash Call	KNDLA11	9/8/2024	5,397.50
Semitropic Water Storage District	2024 KNDLA Initial Cash Call	KNDLA13	9/8/2024	5,397.50
Southern San Joaquin MUD	2024 KNDLA Initial Cash Call	KNDLA16	9/8/2024	5,397.50
Tejon-Castac Water District	2024 KNDLA Initial Cash Call	KNDLA17	9/8/2024	5,397.50
West Kern Water District	2024 KNDLA Initial Cash Call	KNDLA18	9/8/2024	5,397.50
Westside District Water Authority GSA	2024 KNDLA Initial Cash Call	KNDLA19	9/8/2024	5,397.50
	TOTAL RECEIVABLES from MEMBERS @ 09/30/24			$ 59,372.50

Exhibit D

Kern Non-Districted Land Authority

Accountant's Report - Grant Detail as of September 30, 2024

Agency	Description		Date of Submittal	Invoice Amount	Amount Received	Date Received	Rem. Balance Due	Retention %
DWR	DMS Grant Draw#1:	(Inv#10)	8/25/2021	89,842.43	80,858.19	12/9/2021		10%
					8,984.24	9/25/2024	-	
DWR	DMS Grant Draw#2:	(Inv#11)	11/29/2021	42,060.63	37,854.57	3/15/2022		10%
					4,206.06	9/25/2024	-	
DWR	DMS Grant Draw#3:	(Inv#12)	2/28/2022	17,328.32	15,595.49	7/5/2022		10%
					1,732.83	9/25/2024	-	
DWR	DMS Grant Draw#4:	(Inv#13)	5/27/2022	135,682.43	122,114.19	11/29/2022		10%
					13,568.24	9/25/2024	-	
DWR	DMS Grant Draw#5:	(Inv#14)	8/26/2022	21,020.36	18,918.32	5/9/2023		10%
					2,102.04	9/25/2024	-	
DWR	DMS Grant Draw#6:	(Inv#15)	11/30/2022	62,913.11	56,621.80	7/10/2023		10%
					6,291.31	9/25/2024	-	
DWR	DMS Grant Draw#7	(Inv#16)	2/28/2023	96,486.51	86,837.86	11/17/2023		10%
					9,648.65	9/25/2024	-	
					DMS GRANTS OUTSTANDING as of 9/30/2024		-	
DWR	SGMA Grant	(Inv #7)	6/26/2024	409,039.77	-	-	409,039.77	100%
					SGMA GRANTS OUTSTANDING as of 9/30/2024		409,039.77	
			TOTAL GRANTS OUTSTANDING as of 09/30/24				409,039.77	

Exhibit E

Kern Non-Districted Land Authority

Accountant's Report - Accounts Payable detail as of September 30, 2024 and subsequent payables through 10/15/24

Vendor	Description	Invoice #	Invoice Date	Invoice Amount	
GEI Consultants, Inc.	DMS Grant 10% Retention 6/4/21-1/26/23	Mult.	6/24/21-1/26/23	$ 46,533.37	
Andrea R. Hill CPA AAC	September Services	34202	9/23/2024	$ 1,000.00	
Paris Kincaid Wasiewski LLP	September Services	2635	9/30/2024	$ 10,251.00	
Patty Poire	Final KGA Bill	1	9/30/2024	$ 1,250.00	
	TOTAL PAYABLES REQUESTED AT THIS MEETING			$ 59,034.37	
INVOICES ON HOLD:					
DMS Grant (Pending Grant Proceeds):					
GEI Consultants	Kern Subbasin DMS Program	3090794	6/4/2021	$ 3,382.92	10% grant retention-Draw #1-Inv10
	Kern Subbasin DMS Program	3094374	8/12/2021	5,601.32	10% grant retention-Draw #1-Inv10
	Kern Subbasin DMS Program	3098501	10/21/2021	4,206.06	10% grant retention-Draw #2-Inv11
	Kern Subbasin DMS Program	3100303	11/22/2021	355.53	10% grant retention-Draw #3-Inv12
	Kern Subbasin DMS Program	3101973	12/23/2021	1,377.30	10% grant retention-Draw #3-Inv12
	Kern Subbasin DMS Program	3094492	8/13/2021	3,786.94	10% grant retention- Draw #4-Inv13
	Kern Subbasin DMS Program	3102874	1/17/2022	278.80	10% grant retention- Draw #4-Inv13
	Kern Subbasin DMS Program	3105117	2/21/2022	848.11	10% grant retention- Draw #4-Inv13
	Kern Subbasin DMS Program	3107022	3/25/2022	6,465.17	10% grant retention- Draw #4-Inv13
	Kern Subbasin DMS Program	3108998	5/9/2022	2,189.22	10% grant retention- Draw #4-Inv13
	Kern Subbasin DMS Program	3110073	5/23/2022	1,294.35	10% grant retention- Draw #5-Inv14
	Kern Subbasin DMS Program	3111068	6/9/2022	670.62	10% grant retention- Draw #5-Inv14
	Kern Subbasin DMS Program	3113595	7/18/2022	137.07	10% grant retention- Draw #5-Inv14
	Kern Subbasin DMS Program	3114995	8/15/2022	208.48	10% grant retention-Draw #6-Inv15
	Kern Subbasin DMS Program	3119205	10/25/2022	6,082.83	10% grant retention-Draw #6-Inv15
	Kern Subbasin DMS Program	3120753	11/18/2022	3,042.83	10% grant;pending receipt #7-Inv16
	Kern Subbasin DMS Program	3122932	12/27/2022	3,797.04	10% grant;pending receipt #7-Inv16
	Kern Subbasin DMS Program-Dec22	3124804	1/26/2023	2,808.78	10% grant;pending receipt #7-Inv16
	Grant proceeds received 9/25/24, total included in Payables Requested Above			46,533.37	25,014.52 Accrued Payables
SGMA Planning Grant (Pending Grant Submittal/Proceeds):					
Arvin Edison Water Storage District	SGMA Implementation Grant	Jan-Mar	6/26/2024	50,204.99	100% grant; to be submitted
Eastside Water Management Area	SGMA Implementation Grant	Jan-Mar	6/26/2024	635.00	100% grant; to be submitted
Land IQ LLC	SGMA Implementation Grant	5822-Jan	6/26/2024	73,243.95	100% grant; to be submitted
	SGMA Implementation Grant	5882-Feb	6/26/2024	73,243.95	100% grant; to be submitted
	SGMA Implementation Grant	5933-Mar	6/26/2024	73,243.95	100% grant; to be submitted
Provost & Pritchard	SGMA Implementation Grant	107371	2/20/2024	2,019.60	100% grant; to be submitted
	SGMA Implementation Grant	104944	3/13/2024	1,276.00	100% grant; to be submitted
	SGMA Implementation Grant	109261	4/23/2024	603.40	100% grant; to be submitted
	SGMA Implementation Grant	110652	5/31/2024	1,303.80	100% grant; to be submitted
	SGMA Implementation Grant	111520	7/18/2024	2,621.20	100% grant; to be submitted
	SGMA Implementation Grant	112324	7/31/2024	1,338.20	100% grant; to be submitted
	SGMA Implementation Grant	112968	8/31/2024	1,445.20	100% grant; to be submitted
	SGMA Implementation Grant	113756	9/30/2024	1,134.40	100% grant; to be submitted
Todd Groundwater	SGMA Implementation Grant	83501-224	6/26/2024	42,360.00	100% grant; to be submitted
	SGMA Implementation Grant	83501-324	6/26/2024	20,101.25	100% grant; to be submitted
	SGMA Implementation Grant	83501-424	6/26/2024	14,611.25	100% grant; to be submitted
	SGMA Implementation Grant	91159501	5/2/2024	29,916.00	100% grant; to be submitted
West Kern Water District	SGMA Implementation Grant	Jan-Mar	6/26/2024	8,317.28	100% grant; to be submitted
Wheeler Ridge-Maricopa Water Dist	SGMA Implementation Grant	Jan-Mar	6/26/2024	19,263.15	100% grant; to be submitted
				416,882.57	
	PAYABLES/INVOICES ON HOLD pending Grant Proceeds			$ 463,415.94	
	TOTAL PAYABLES Outstanding at 10/15/24			$ 475,916.94	
	LESS OCTOBER PAYABLE SUBMITTED FOR PAYMENT			-	
	TOTAL PAYABLES Outstanding at 09/30/2024			$ 475,916.94	

Exhibit F

Kern Non-Districted Land Authority
Statement of Net Position
As of September 30, 2024

Assets

Current Assets		
Cash		$ 151,779
Accounts Receivable-Members		59,373
Accounts Receivable-Grants		409,040
Total Current Assets		620,191
Total Assets		$ 620,191

Liabilities and Net Position

Current Liabilities		
Accounts Payable/Accrued Payables		$ 475,917
Total Current Liabilities		475,917
Net Position		
KGA JPA - #100		
Current Earnings	$ (6,228)	
Net Position - Prior Year (as originally presented)	103,959	97,731
Evapotranspiration Study - SAA 1 - #110		
Current Earnings	-	
Net Position - Prior Year	(13,626)	(13,626)
Kern River GSA Groundwater Model - #130-133 (combined)		
Current Earnings	-	
Net Position - Prior Year	45	45
KGA GSP - SAA 4 - #140		
Current Earnings	-	
Net Position - Prior Year	60,124	60,124
Total Net Position		144,274
Total Liabilities and Net Position		$ 620,191

Kern Non-Districted Land Authority
Statement of Revenues and Expenses
9 Months Ended September 30, 2024

	Current Month								Year to Date - 2024							
	KGA JPA Dept. 100	ET Study SAA #1 Dept. 110	Phase 1 - RMC Peer Review - Dept. 131	Phase 2 - RMC Peer Review - Dept. 133	TODD GW MODELING Dept. 132	KGA GSA SAA #3 Dept. 120	KGA GSP SAA #4 Dept. 140	Combined	KGA JPA Dept. 100	ET Study SAA #1 Dept. 110	Phase 1 - RMC Peer Review - Dept. 131	Phase 2 - RMC Peer Review - Dept. 133	TODD GW MODELING Dept. 132	KGA GSA SAA #3 Dept. 120	KGA GSP SAA #4 Dept. 140	Combined
Member Contributions (Refunds)	$ 107,950	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,950	$ 107,950	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,950
Grant Revenue	3,467	-	-	-	-	-	-	3,467	1,056,183	-	-	-	-	-	-	1,056,183
Total Revenue	111,417	-	-	-	-	-	-	111,417	1,164,133	-	-	-	-	-	-	1,164,133
Accounting	1,000	-	-	-	-	-	-	1,000	8,338	-	-	-	-	-	-	8,338
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal	10,251	-	-	-	-	-	-	10,251	87,522	-	-	-	-	-	-	87,522
Fees	-							-	-							-
Office Supplies / Bank Charges	-	-	-	-	-	-	-	-	160	-	-	-	-	-	-	160
General Administration Support	-	-	-	-	-	-	-	-	683	-	-	-	-	-	-	683
General Technical Support	-	-	-	-	-	-	-	-	360	-	-	-	-	-	-	360
Grant Administration	1,134	-	-	-	-	-	-	1,134	2,680	-	-	-	-	-	-	2,680
Rent Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Management	-	-	-	-	-	-	-	-	457	-	-	-	-	-	-	457
Other Outside Services	1,250	-	-	-	-	-	-	1,250	1,070,160	-	-	-	-	-	-	1,070,160
Total Expenses	13,635	-	-	-	-	-	-	13,635	1,170,360	-	-	-	-	-	-	1,170,360
Change in Net Position - Current Earnings	$ 97,781	$ -	$ -	$ -	$ -	$ -	$ -	$ 97,781	$ (6,228)	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,228)

COMMITTEE REPORT

Date: October 28, 2024

To: KNDLA Board of Directors

From: KGA Closeout Ad Hoc Committee

Subject: KGA Closeout & KNDLA Accounting

Summary:

Based on the recommendation of the KGA Close Out Ad Hoc Committee, expenses incurred after June 1, 2024 are the responsibility of KNDLA. A true up of accounts based upon KGA responsibility ending June 1. 2024 shall be done.

Recommendations:

The KGA Closeout Ad Hoc Committee recommends:

- Refunding the 13 KGA Agencies that participated in the 2024 Initial Cash Call in the amount of $5,843.38.
- The KNDLA Board retains $15,600 for future 2023 and partial 2024 Audits. Refunds or collection of funds from the 13 KGA Agencies will be done once both audits have been completed and the accounts have been reconciled.

Recommended Action: Motion approving the proposed refund to the 13 KGA agencies in the amount of $5,843.38, which includes retention of $15,600 for future audit costs to be reconciled upon completion of the 2023 and 2024 audits.

Discussion:

Statement of Net Position as of May 31, 2024

Cash	$95,157.00
Account Receivable-KGA Agencies	$10,192.00
Total	$105,349.00

KGA Responsible Accounts Payable

Accounts Payable	Description	Invoice Amount
Andrea R. Hill CPA, Aac	May Services	$1,000.00
Paris Kincaid Wasiewski LLP	May Services	$8,942.50
Provost & Pritchard Consulting Group	April Services	$1,662.80
Provost & Pritchard Consulting Group	May Services	$1,679.77
Patricia Poire	Feb Services	$500.00
	Total	$13,785.07

Future Accounts Payables for KGA

Anticipated KGA Accounts Payable	Description	Est Amount
2023 Audit	From 2023 Budget	$11,000.00
2024 Audit	5/12 of Audit Costs	$4,600.00
	Total	$15,600.00

Proposed KGA District Refunds

Cash & Accounts Receivable (As of May 31)		$105,349.00
Less: Accounts Payable (Paid July and after)		$13,785.07
Less: Retained KGA Funds for Audits		$15,600.00
	Total Refund	$75,963.93
KGA Cash Call Districts	13	$5,843.38

1. Cawelo Water District
2. Eastside Water Mgmt. Area
3. Kern Co. Water Agency
4. Kern-Tulare Water District
5. Kern Water Bank Authority
6. North Kern Water Storage District
7. Rosedale-Rio Bravo Water Storage District
8. Semitropic Water Storage District
9. Shafter-Wasco 7th Standard Annex
10. Shafter-Wasco Irrigation District
11. Southern San Joaquin Municipal Utility
12. West Kern Water District
13. Westside District Water Auth

All Accounts Receivables were received by August 2024.

Grant funds are excluded from the above analysis as they are tracked separately, and grant invoices are almost immediately paid after the funds are received.

[10/2/2024] # Invoice No. 1 for Patricia Poire

Bill To
Kern Groundwater Authority
1518 Mill Rock Way
Suite 100
Bakersfield, CA

Description	Hours	Total
2/15/2024 - Had to go and pick up the checks at the CPA office and then go to the bank to deposit. Go back to P&P office to provide the deposit receipts as well as show Vivian how to send to CPA with the correct information.	1	$250
2/29/2024 - Had to go and pick up the checks at P&P office and then go the bank to deposit. Go back to P&P office to provide the deposit receipts. Assisted in reviewing the financials for the March meeting and provided information.	1	$250
7/12/2024 - Had to go to the bank to pick up copies of the KGA bank statements since P&P moved and the statements were not being received. Changed the mailing address to the new P&P address. Took the copies of the bank statements to Vivian so that she could sent to the CPA (two months).	1	$250
7/19/2024 - Had to go to P&P to pick up grant check and then went to the bank to deposit. Returned back to P&P office to provide the deposit receipt and to advise that the check was delayed in being received due to the address change. Recommended that the address be changed on the grant to the new P&P office.	1	$250
7/29/2024 - Provided to KGA and Tom Watson the updated report from the oil industry required for SB4 to be provided to Mike Maley for the basin study.		No Charge
8/12/2024 - Had to go to P&P to pick up the checks and then went to the bank to deposit. Returned to P&P office to provide the deposit receipts	1	$250
Total Due	**5**	**$1250**

Financial Standard Operating Procedures

Kern Non-District Land Authority

As of October 1, 2024

Roles and Responsibilities by Process

General Administration Support: Vivian Bravo, Provost & Pritchard
Accountant: Jen McDonald, Andrea R. Hill, CPA
Attorney: Valerie Kincaid, Paris Kincaid Wasiewski
Financial Administrator: Skye Grass, Kern-Tulare Water District
Bank Account Signers:
Barry Watts, KNDLA Board Chair
Royce Fast, KNDLA Board Vice Chair
Andrew Hart, KNDLA Board Treasurer
Board Administration Support: Rachelle Echeverria, Rosedale Rio Bravo Water Storage District

Accounts Payable

- General Administration Support receives all payable invoices and statements, and distributes to the Accountant, Attorney and Financial Administrator via email
- Financial Administrator gives approval of invoices to Accountant for entry into accounting system
- Accountant prints checks for presentation at monthly Board Meeting
- Accountant prepares a listing of the printed checks to be presented to the Board as part of Accountant's Report
- Financial Administrator picks up checks from Accountant for Board Meeting
- After approval of the checks at the regularly scheduled monthly Board Meeting, the checks are then signed by a Bank Account Signer and given to Financial Administrator
- Financial Administrator delivers Andrea R. Hill check to Accountant and any others to General Administration Support.
- General Administration Support mails checks.

Accounts Receivable

- General Administration Support receives all incoming checks
- Financial Administrator picks up checks from General Administration Support.
- Financial Administrator prepares a bank deposit slip and deposits the funds at the bank.

- As checks are received and deposited, Financial Administrator copies the checks, and emails the copies of the checks and deposit slip to Accountant for posting

Bank Reconciliation

- General Administration Support gives all correspondence from the bank to Accountant
- Accountant reconciles the bank statement to the books

Board Packet/ Meeting

- Accountant prepares the Accountant's Report for the Monthly Board Meeting.
- Accountant emails Accountant's Report to Attorney, General Administration Support, and Financial Administrator on the Wednesday prior to the Board meeting for inclusion in the Board Packet
- After approval by the Board of Directors the Financial Administrator will have the checks signed by a Bank Account Signer.
- If any checks are not approved the Financial Administrator will notify the Accountant and General Administration Support

COMMITTEE REPORT

Date: October 28, 2024

To: KNDLA Board of Directors

From: White Area Representative Ad Hoc

Subject: Non-Districted Land Representative(s) Process Recommendations

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Summary:

The KNDLA Joint Powers Agreement (JPA) section 4.1 requires the Board of Directors include "two representatives for owners of Non-Districted Land." The JPA requires appointment "following recommendation(s) from Members or owners of Non-Districted Land." However, the JPA does not otherwise provide a process for obtaining recommendations or appointing Non-Districted Representatives (NDR). This ad hoc committee examined different options for outreach, recommendations / nominations, voting, term limits, vacancy and removal.

Recommendations:

Outreach:

- Post solicitation for NDR recommendations on the KNDLA website with link to NDR recommendation / nomination form.

- Develop map outlining the white area (completed).
    - Give directions on the KNDLA website to assist landowners with APN lookup.

Recommendations / Nominations

- Submission of completed recommendation / nomination form (attached)

    - Submission: email Rachelle / or admin email
    - Eligibility: Non-Districted landowner
    - Closure: Nov. 18, 2024 (the Monday prior to the Nov. meeting)

Voting:

[Standard two vote option]
Each voting KNDLA board member shall vote for two recommended candidates; the candidates with the most votes and second most votes will be appointed. The two votes may not be cast for a single candidate, only one vote per voting Board member may be cast for each candidate. In the case of a tie for the most votes, both candidates will be appointed. In the case of a tie for the second most votes, the KNDLA board shall take another vote between these two candidates, with each voting member casting a single vote. The candidate with the most votes for this second vote shall be appointed.

Term Limits:

- None

Vacancy:

-

Removal:

- 75% affirmative vote

Kern Non-Districted Land Authority
Non-Districted Land Representative Candidate Nomination Form

Two Non-districted Land Representatives will be appointed by the Board following recommendation(s) from Members or owners of Non-Districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-Districted Land.

Candidate Information (name, address, APN)

Land use (if applicable)

Ranching ☐ Agriculture ☐

Oil ☐ Other ☐

Candidate Background / History

Posting: https://kerngwa.com/resources-outreach/

Deadline: November 18, 2024

Submit: recheverria@rrbwsd.com

Prop 68, Round 1 SGMA Implementation Grant Proposal

Monitoring Well Component Budgets by Agency

8/7/2024

Original Funding Request:

Component No.	Agency	Work Items in Original Scope	Total Grant Budget	P&P Budget	Other Budget (Equip/Cont)	Grant Expended to Date	Potential Funding Leftover	Status
1	Kern River GSA	Video log 10 existing wells	$46,719				**$46,719**	KRGSA to return funding allocation to group.
2	Eastside Water Management Area	Video log wells, Install 5 PTs	$50,723	$14,650	$34,350	$5,367	$1,723	P&P Contract executed in Nov. Video logs to be performed in April/May. PT installation in May/June.
3	Wheeler Ridge-Maricopa Water Storage District	Video log wells, Install 11 PTs	$114,795	$66,000	$13,722	$40,374	$35,073	9 wells video logged. 11 PTs received; installation planned to be complete after lid modifications.
4	Arvin Edison Water Storage District	Video log 10 existing wells (Remove equipment from 4 wells)	$126,808	$78,000		$68,614	**$58,194**	9 video logs complete.
5	West Kern Water District	Video log 3 existing well. Remove equipment from 2 wells.	$50,723	$14,000	$36,600	$42,741	**$7,982**	3 video logs complete.
		Total	**$389,769**	**$172,650**	**$84,672**	**$157,097**	**$149,692**	

Funding for Additional Work:

Component No.	Agency	Work Items in Proposed Scope	Requested Budget	P&P Budget	Other Budget (Equip/Cont)	Grant Expended to Date	Potential Funding Leftover	Status
4-A	Arvin Edison Water Storage District	Addition of PT installation in 9 MWs and locking caps. (Approved 12-2023)	$67,200	$40,600	$26,600	$33,055	$23,645	9 casing lid installs complete. 9 PTs installed.
4-B	Arvin Edison Water Storage District	Install lid on RMW-12R and move PT from RMW-12.	$0	$2,500	$700			Pending approval.
5-A	West Kern Water District	Addition of PT purchase for 3 MWs and installation of locking caps. (Approved 12-2023).	$15,201	$7,701	$7,500	$15,817	-$616	3 locking caps & PTs installed.
3-A	Wheeler Ridge-Maricopa Water Storage District	Modify lids of 11 wells for transducer installation. (No additional funds needed)	$0	$0	$0			Pending approval.
~~5-B~~	~~West Kern Water District~~	~~Addition of dedicated sampling pump in WQ well.~~	~~$9,315~~	~~$0~~	~~$9,315~~			~~Requested approval for sampling pump~~
6-A	Kern-Tulare Water District	Request to video log 1 well	$3,000	$3,000	$0			Requested by KTWD
		Total	**$94,716**	**$53,801**	**$44,115**	**$48,872**	**$23,029**	

Potential Remaining Funds after Additional Work Request: **$78,004**

KERN NON-DISTRICTED LAND AUTHORITY
1518 Milll Rock Way, Suite 100 Bakersfield, CA 93311
Phone: (661)589-6045
Email: admin@rrbwsd.com
Website: www.kerngwa.com

October 17, 2024

John Doe
Heath Road
Bakersfield, CA 93314

Re: Water Level Monitoring Program

To whom it may concern:

In 2015, the Sustainable Groundwater Management Act ("SGMA") became law and requires groundwater sustainability agencies to measure, monitor, and report groundwater data to the Department of Water Resources. The Kern Non-Districted Land Authority ("KNDLA") monitors groundwater levels to evaluate the sustainability of the groundwater aquifer system in the Kern County Subbasin. Your well has been identified as a well with the potential to be useful with this effort. The information from monitoring your well would be extremely valuable to KNDLA and its efforts to protect its landowners' use of groundwater as required by SGMA.

We would like to request your formal consent to monitor the well for depth-to-water information and to report this information to the state of California in connection with SGMA.

Attached is an agreement that would allow the KNDLA to access your property for the limited purpose of measuring the depth to water in your well. Please review the agreement, fill in the relevant information, and sign and return the agreement in the enclosed envelope. Once we have received the agreement we will execute and send you a fully executed copy for your records. Please call KNDLA at (661) 589-6045 if you require any assistance with this agreement. KNDLA appreciates your cooperation in our efforts to protect local groundwater supplies.

Sincerely,

Barry Watts
Board Chair

Enclosure

MONITORING WELL ACCESS AGREEMENT

This Monitoring Well Access Agreement ("Agreement") is made and entered into by and between the Kern Non-Districted Land Authority (hereafter "Authority") and John Doe (hereafter "Landowner"), both of whom shall be referred to individually as a "Party" to this Agreement and collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Authority has adopted or will adopt the Kern County Subbasin Groundwater Sustainability Plan ("Kern GSP") to comply with the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the Authority developed and is responsible for implementing a chapter of the Kern GSP; and

WHEREAS, SGMA requires the long-term monitoring of groundwater levels and water quality; and

WHEREAS, to comply with this requirement, the Authority needs to access wells within its service area to monitor groundwater elevations and water quality; and

WHEREAS, the parcel further identified and described in Exhibit A ("Well Parcel") contains one or more groundwater wells in the Authority's chapter of the Kern GSP for which the Authority is required to monitor for groundwater elevation and water quality monitoring activities; and

WHEREAS, the Authority seeks limited access to take readings from the Landowner's well; and

WHEREAS, the Landowner has agreed to grant the Authority limited access to the Well Parcel, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the Parties have entered into this Agreement to allow the Authority to access to Landowner's well under the following terms and conditions:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. Right of Entry. Landowner grants to the Authority and its employees, agents, consultants, and contractors a non-exclusive year-round license to enter onto the Well Parcel to obtain groundwater elevation and water quality data. Unless otherwise agreed to by the Parties in a written amendment to this Agreement, the Parties agree that the Authority's access to the Well Parcel shall be limited to the purpose for collecting data on the wells described in Exhibit A's "Monitoring Well Locations" and in compliance with any conditions listed under "Access Instructions."

3. Access and Control. Except as otherwise provided in this Agreement, Landowner retains the exclusive right of access to and control over the Well Parcel. Nothing

contained in this Agreement shall be construed as affording the public a right of access to any portion of the Well Parcel or precluding Landowner's right to grant access to third parties across any land owned by the Landowner, including the Well Parcel, provided that such access is not inconsistent with this Agreement.

4. Duration of Right. The Parties agree that this Agreement shall remain in effect until either of the following occurs: (a) Termination of the Agreement by either Party, or (b) Change in Ownership of Well Parcel.

a. Termination by a Party. The Parties agree that this Agreement may be terminated at any time, with or without cause, by either Party upon sixty (60) days written notice to the other Party.

b. Change in Ownership. The Parties agree that this agreement shall terminate upon any change in ownership of Well Parcel. Thereafter, the Authority acknowledges that it will need to enter into a new access agreement with the new owner(s) of the Well Parcel.

5. Data Ownership: Any information or data the Authority shall obtain through this Agreement shall be made available to the Landowner upon request, but otherwise belong, to the Authority .

6. Limited Access Easement. The Parties agree that this Agreement does not grant the Authority a possessory right, easement, or other land interest with respect to Well Parcel. Rather, this Agreement only allows the Authority with the right to physically access the Monitoring Well Locations on the Well Parcel.

7. Costs. The Parties agree that all groundwater elevation and water quality monitoring performed by the Authority under this Agreement shall be funded by the Authority.

8. No Storage. The right of entry does not include permission to store soil or any measurement apparatus on the Well Parcel. All materials and tools shall be removed from the Well Parcel on the date of entry.

9. Maintenance of Well Parcel. The Parties acknowledge that this Agreement grants the Authority a non-exclusive year-round license to access the Well Parcel for the limited purpose of obtaining groundwater elevation and water quality data from Landowner's well(s). Accordingly, except as provided in section 9 of this Agreement below ("Damage/Restoration"), the Parties agree that the Authority (including its employees, agents, consultants, and contractors) is under no obligation to maintain or otherwise repair the land or the wells on the Well Parcel.

10. Damage/Restoration. The Authority (including its employees, agents, consultants, and contractors) shall take all reasonable precautions to avoid damaging the Well Parcel or anything located on the Well Parcel If any damage is caused to Well

Parcel by the Authority in the course of performance of this Agreement, the Authority shall notify the Landowner immediately. In addition, the Authority will at its sole cost and expense work with the Landowner to take all action reasonably necessary to repair the damage and restore the Well Parcel to the condition that existed immediately prior to the damage caused by the Authority.

11. Schedule or Notice of Access. The Authority may develop a schedule of dates/times it will access the Well Party for the purposes of well monitoring. If the Authority does not provide a schedule, it shall undertake reasonable efforts to notify the Landowner in advance of accessing the Well Parcel pursuant the access rights granted under this Agreement.

12. Indemnity. The Authority agrees to defend, indemnify, and hold harmless Landowner for any costs, claims, damages, losses or other liabilities arising out of the Authority's (including any employees, agents, consultants, and contractors) actions on Well Parcel under this Agreement, with the exception that the Authority shall not be responsible for defending, indemnifying, or holding harmless Landowner with regard to costs, claims, damages, losses, or other liabilities arising out of the sole negligence or intentional misconduct of Landowner.

13. Insurance. Prior to entering onto the Well Parcel, the Authority shall provide to Landowner a certificate that the Authority or Authority's consultant a certificate evidencing general liability insurance in the amount of at least $500,000 Dollars aggregate limit.

14. Written Notices. Written notices between the Parties shall be sent via U.S. mail to the addresses listed below the parties respective signatures.

15. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings among the Parties related to the subject matter of this Agreement.

16. Amendment. Amendments to this Agreement shall become effective upon execution of a written amendment signed by both Parties.

17. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties, and the balance of the Agreement shall remain in full force and effect.

18. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the state of California.

19. Effective Date. This Agreement shall become effective as of the latest date of execution below.

AUTHORITY LANDOWNER

By_____
Name, Title Barry Watts, Board Chair
Date: _____

By_____
Name, title_____
Date:_____
Address:_____
_____

EXHIBIT A

Parcel (Referenced in the attached Agreement as "Well Parcel")
Landowner Name, Contact Name: John Doe APN(s): 463-051-14

Monitoring Well Locations

[Insert directions to where (on Landowner's Land) the monitoring well(s) subject to this Agreement are located.]

_____

_____

_____

_____

_____

Access Instructions

[Insert Well Parcel access instructions here. Examples include parking restrictions, gate codes, animals to be aware of etc.]

_____

_____

_____

_____

_____

COMMON INTEREST/JOINT DEFENSE AGREEMENT

Kern County Subbasin Probationary Hearing

This Common Interest/Joint Defense Agreement ("Agreement") is made by and among the Groundwater Sustainability Agencies ("GSA") and the public agencies which formed each GSA as well as other entity stakeholders within the Kern County Subbasin that are developing multiple Groundwater Sustainability Plans ("GSPs") (each a "Party" and collectively the "Parties"), each of which is identified in Appendix 1 and is made with reference to the following facts (collectively "the Parties"):

RECITALS

A. On September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("SGMA").

B. SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources ("DWR") to manage groundwater in a sustainable manner.

C. The Kern County Subbasin (Basin Number 5-22. 14, DWR Bulletin 118) ("Subbasin") which lies within the San Joaquin Valley Groundwater Basin, has been designated as a high-priority basin by DWR.

D. The Subbasin includes twenty (20) GSAs that are managing the Subbasin through multiple GSPs.

E. In January of 2022, DWR reviewed the GSPs to determine if they met SGMA's requirements and found the GSPs to be incomplete. Following revisions made by the GSAs in the subbasin, DWR reevaluated the GSPs in March of 2023, determined the GSPs to be inadequate, and referred the subbasin to the State Water Resources Control Board (SWRCB), as required by SGMA. On or about July 25, 2024, the SWRCB issued a July 2024 Draft Staff Report recommending the SWRCB designate the Subbasin as probationary and provided notice that the SWRCB will hold a public hearing to take place on February 20, 2025, at which it will consider designating the Subbasin as a probationary basin pursuant to SGMA. The actions of DWR and the SWRCB described in this Recital are collectively referred to as the "Action."

G. The Parties and their respective counsel believe, based on currently available information relating to the Action, and the issues and other matters expected to be raised therein, that each of the Parties to this Agreement share certain common objectives and interests in the Action, and that the Action appears to present certain common legal and factual issues upon which the Parties share a mutuality of interest. They may also have certain separate and potentially differing and/or conflicting objectives and interests in or related to the Action.

H. The purpose of this Agreement is to protect oral, electronic, and/or written communications made between and among the Parties and/or their respective counsel, and to allow them to disclose privileged and/or confidential information and materials to each other while avoiding any suggestion of waiver and preserving, to the fullest extent possible, attorney-client privilege, attorney work product protections, and any other applicable privileges and protections

applying to confidentiality of information, to allow for consistent representation and/or prosecution and defense of claims on issues of common interest that may be raised in the Action.

I. This Agreement is consistent with the common interest and joint defense doctrines and concepts recognized and articulated in Evidence Code section 912(d) and in *OXY Resources California LLC v. Superior Court* (2004) 115 Cal.App.4th 874, *STI Outdoor LLC v. Superior Court* (2001) 91 Cal.App.4th 334, *California Oak Foundation v. County of Tehama* (2009) 174 Cal.App.4th 1217, and other cases.

TERMS

1. Effective Date and Term. This Agreement shall be effective as of the date on which it becomes fully executed ("Effective Date") and its terms shall apply retroactively, confirming the Parties' previous oral agreement, to any communications between the Parties regarding the Action beginning when the Action began, January 1, 2022. The Parties intend for this Agreement to apply throughout the Action and any related proceedings until finally and conclusively determined by a court of last resort.

2. Acknowledgment of Common Interests. The Parties affirm that currently they share certain common objectives and interests in the Action. Accordingly, the Parties wish to pursue their common objectives and interests in a manner that allows their respective counsel to exchange information, including confidential information, work product, litigation strategies, and confidential information, in a manner that precludes the waiver of any applicable privilege, attorney work product doctrine, or similar protection. In that regard, documents and other materials and information, written or oral, that are otherwise privileged or immune from discovery under either the work product doctrine, attorney-client privilege, or any other privilege or confidentiality doctrine, but that are exchanged between and among the Parties or their counsel in connection with the investigation, preparation, prosecution, and/or defense of the Action, and any materials derived directly or indirectly from such documents and other materials and information, shall not lose their privilege or protected status as a result of such exchange. Such disclosed materials and information, whether previously or hereafter disclosed, are hereinafter referred to as "Confidential Information." This Agreement applies to Confidential Information that may have been communicated between and/or among the Parties before the formal execution of the Agreement, and to that extent, this Agreement is intended to continue the prior understanding of the Parties regarding the confidentiality of such materials and information. Confidential Information does not include anything that can be independently recreated with publicly available information. Notwithstanding the commonality of the Parties' interests regarding the Action, each Party reserves the right to advocate separately or differently from the other Parties in the Action without constituting a waiver of any privilege or application of this Agreement.

3. Confidentiality. All Confidential Information shall remain privileged and protected, notwithstanding disclosure to a Party or the Parties. Additionally, discussions between or among the Parties and/or their counsel shall be protected by the attorney work product doctrine, the attorney-client privilege, and/or any other privileges or confidentiality doctrines that may apply.

4. Duty of Parties. The Parties agree to keep all Confidential Information confidential, provided, however, that Confidential Information may be shared with board members, employees,

consultants, and/or other agents of each Party, pursuant to paragraph 7 below. Any party wishing to designate any communication or writing as containing Confidential Information shall clearly mark any such writing as "Confidential – Common Interest Communication." Failure to so mark communications or writings shall not constitute waiver of any privilege or of the application of this Agreement to the writing or communication. In all events, the Parties shall protect Confidential Information from disclosure to the maximum extent permitted by law.

5. No Obligation to Disclose. Nothing contained in this Agreement shall obligate any Party to disclose any information to any other Party or any other person or entity.

6. Destruction or Return. At the request and option of any Party, Confidential Information generated by that Party shall be returned to that Party or shall be destroyed by the receiving Party, subject to any applicable federal and state laws mandating record-keeping.

7. Disclosure to Agents. The Parties shall each take all necessary and appropriate measures to ensure that any person who is granted access to Confidential Information shared pursuant to this Agreement is familiar with the terms of this Agreement and complies with its terms. Confidential Information covered by this Agreement shall be transmitted and maintained in such a manner so that no intentional or unintentional disclosure is made which might compromise any asserted privilege, doctrine, or immunity. If Confidential Information is disclosed to any person or entity, other than a party to this Agreement, the recipient, as a precondition to such disclosure, must give written acknowledgment of, and consent to be bound by, the terms of this Agreement.

8. Testifying Consultants. To protect Confidential Information from potential compelled disclosure pursuant to discovery and expert disclosures in litigation, the Parties understand and agree, regarding any consultant to whom a Party provides Confidential Information received from another Party under this Agreement, that the receiving Party shall not designate that consultant to provide testimony, expert or otherwise, in litigation unless the Party providing the Confidential Information expressly consents to the sharing of its Confidential Information with the consultant to be designated, and to the waiver of confidentiality that may result from such designation. This paragraph shall not apply in the event the Confidential Information provided to a consultant is either obtained or provided independent of the exchange of information under this Agreement or is information that would be subject to disclosure pursuant to discovery or disclosure in litigation notwithstanding said designation.

9. Separate Counsel. Nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its respective counsel according to what its counsel believes to be the respective Party's best interest. While counsel are obligated to preserve the confidentiality of Joint Defense Information, and it is expected that counsel for one Party may from time to time prepare pleadings addressing issues which counsel for another Party may decide his or her client has a common interest in and elect to join in for efficiency or other reasons, this Agreement does not create authority or an obligation for counsel for any one Party to act for or represent the rights or interests of any Party other than the one(s) it represents. This Agreement, and the matters stated herein, cannot serve as the basis for the disqualification of the attorney for any Party.

10. No Agency Relationship. This Agreement shall not create any joint venture, agency, or similar relationship among the Parties. No Party or counsel of any Party to this Agreement shall have any vote, control, or influence over the decisions of any other Party or its counsel related to the Action. No Party shall have the authority to waive any applicable privilege or doctrine on behalf of any other Party. Nor shall any waiver of an applicable privilege or doctrine by any Party be construed to apply to any other Party. This Agreement shall not constitute or be used as evidence of any admission of law or fact against any Party, or as evidence of liability or responsibility for any claims, costs or damages, and does not affect a Party's right to later take a position that may be adverse to another Party. This Agreement shall not operate to release or affect any of the rights of any Party under state or federal law.

11. Unauthorized Disclosures. If any Confidential Information is divulged, disclosed, or provided to any person or entity not a Party, except as otherwise provided in this Agreement or disclosed by the author of the information, without the written consent of all Parties, it shall be construed as a violation of this Agreement and will not serve as or constitute a waiver of the attorney-client privilege, attorney work-product doctrine, or other privilege or confidentiality doctrine that may apply.

12. Compelled Disclosure. If Confidential Information is sought by a non-party to this Agreement by discovery request, subpoena, deposition question, or Public Records Act request, or through any other bona fide requirement of law or regulation (collectively a "Request") such Confidential Information shall not be disclosed except as required by applicable law or court order. The Party receiving a Request shall be the Party that determines whether the disclosure of Confidential Information in its possession is required by law or court order. The Party receiving a Request shall immediately provide written notice to all other Parties of the existence, terms, and circumstances of the Request, and will not disclose the Confidential Information at issue for at least 10 calendar days from the date of the Request, to give each other Party an opportunity to seek an order to prevent such disclosure. If such an order is sought, the Party that received the Request shall refrain from disclosing the requested Confidential Information until such time as a final determination is made on that order; provided, however, that the Party that received the Request shall not be required to refrain from disclosing the requested information if doing so would violate the law. The costs and expenses for seeking a protective order shall be borne only by the Party or Parties seeking the protective order. If a Party subject to a Request described in this paragraph is compelled, in the opinion of its legal counsel, to disclose Confidential Information in order to avoid being found in contempt or subject to other substantial penalty, that Party shall furnish only that portion of the Privileged Information which is legally required pursuant to the order of a court and will not be liable to any other Party for the disclosure of that Confidential Information.

13. Withdrawal. In the event any Party determines that it no longer has, or no longer will have, mutuality of interest in a joint prosecution or defense for any reason, that Party will promptly notify the other Parties of its intent to withdraw from this Agreement. A written notice of withdrawal shall constitute a termination of this Agreement as to the withdrawing Party; provided, however, that no such termination shall affect or impair the obligations of confidentiality and privilege with respect to Joint Defense Information previously imposed on the withdrawing Party pursuant to this Agreement.

14. Remedies for Breach. The Parties expressly acknowledge and agree that no adequate remedy exists at law for breach of this Agreement and that, in addition to any other remedies available, performance of this Agreement may be specifically ordered or a breach hereof may be enjoined, or both.

15. No Cost Sharing. This Agreement, by itself, does not obligate or authorize any Party to be responsible for or share costs of litigation with any other Party, nor does it obligate any Party to intervene or take or join in any particular position in any litigation.

16. Non-Exclusive. This Agreement does not preclude parties from entering into other common interest or joint defense agreements or other agreements pertaining to the Action.

17. Governing Law. This Agreement is entered into and performed in the State of California and is to be interpreted pursuant to the law of the State of California.

18. Construction. Headings are used for convenience only and have no force or effect in the construction or interpretation of this Agreement. This Agreement is a joint product of all Parties and is to be interpreted as such. Each and every provision of this Agreement shall be construed as through the Parties participated equally in the drafting thereof. Therefore, any uncertainty or ambiguity shall not be interpreted against any one Party.

19. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue to be fully operative.

20. Attorney's Fees. Each Party shall bear its own fees and costs in the preparation, drafting, and execution of this Agreement. If, after the date this Agreement is executed by all Parties, a Party or Parties bring an action to enforce or interpret this Agreement, the prevailing Party or Parties are entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in the prosecution or defense of such litigation.

21. Entire Agreement. The Parties agree that this Agreement contains the entire understanding concerning the subject matter among the Parties and supersedes and replaces all prior negotiations of proposed agreements, written or oral, if any. This Agreement shall not be amended or modified except in writing, executed and agreed to by all of the Parties to this Agreement.

22. Representation. Each person signing this Agreement hereby represents that he/she is authorized to sign on behalf of the Party represented by him/her.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Parties agree to accept signed copies of this Agreement transmitted by facsimile or e-mail. The Parties acknowledge that copies of this Agreement transmitted over the Internet and then printed by the recipient may result in different type styles and sizes and different pagination than the original in the possession of the Party sending the Agreement. The Parties agree that any such copies of this Agreement shall be accepted by the Parties as true and correct originals hereof so long as the actual content of the Agreement remains the same.

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David E. Cameron, Legal Counsel for
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Richard L. Iger, Legal Counsel for Kern River GSA and Kern Delta Water District

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Alan F. Doud, Legal Counsel for Southern San Joaquin Municipal Utility District GSA; Shafter-Wasco Irrigation District GSA; Tejon-Castac Water District GSA; North Kern Water Storage District GSA; Tejon-Castac Water District; North Kern Water Storage District; Southern San Joaquin Municipal Utility District; Shafter-Wasco Irrigation District; and Tejon-Castac Water District

APPENDIX 1

NO.	GSA	PUBLIC AGENCIES AND OTHER
1	Arvin GSA	Arvin-Edison Water Storage District
2	Buena Vista Water Storage District GSA	Buena Vista Water Storage District
3	Cawelo Water District GSA	Cawelo Water District
4	Greenfield County Water District GSA	Greenfield County Water District
5	Henry Miller Water District GSA	Henry Miller Water District
6	Pioneer GSA	Kern County Water Agency
7	Kern Non-Districted Land Authority GSA	Kern Non-Districted Land Authority
8	Kern River GSA	Kern Delta Water District East Niles Community Service District City of Bakersfield Kern County Water Agency Improvement District 4 Oildale Mutual Water Company
9	Kern-Tulare Water District GSA	Kern-Tulare Water District
10	Kern Water Bank GSA	Dudley Ridge Water District Kern County Water Agency Semitropic Water Storage District Tejon-Castaic Water District Westside Mutual Water Company Wheeler-Ridge Maricopa Water Storage District
11	North Kern Water Storage District GSA	North Kern Water Storage District
12	Olcese Water District GSA	Olcese Water District
13	Rosedale-Rio Bravo Water Storage District GSA	Rosedale-Rio Bravo Water Storage District
14	Semitropic Water Storage District GSA	Semitropic Water Storage District
15	Shafter-Wasco Irrigation District GSA	Shafter-Wasco Irrigation District
16	Southern San Joaquin Municipal Utility District GSA	Southern San Joaquin Municipal Utility District

17	Tejon-Castac Water District GSA	Tejon-Castac Water District
18	West Kern Water District GSA	West Kern Water District
19	Westside District Water Authority GSA	Westside District Water Authority
20	Wheeler Ridge-Maricopa GSA	Wheeler Ridge-Maricopa Water Storage District
21		Eastside Water Management Area, Inc.