KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive Bakersfield, CA 93308
Meeting of the Board of Directors
March 24, 2025, 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 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. **Swearing In of Non-Districted Lands Representatives**

5. **Approval of Minutes**
   - **a.** *February 24, 2025 (Valerie)

6. **Financial Report**
   - **a.** *Financial Report & Accounts Payable (Skye)

7. **Administration**
   - **a.** Executive Director Report (Jenny)
   - **b.** *Insurance Coverage (Jenny)

c. Non-Districted Lands Representative update

8. DWR Grant Administration

a. DWR Grant Communications (Barry)
b. Report on DWR Grant Administration (Jason)

9. County of Kern Participation

a. Kern County Participation Ad hoc Committee Report (Royce)

10. Kern Subbasin Groundwater Sustainability Plan

a. *GSP Update (Jenny)
b. Update of Representative Monitor Well Access Agreements (Rachelle)
c. Report on KNDLA at risk domestic wells (Jenny)
d. DWR Portal GSA Name Change (Jenny)

11. Legal

a. Statewide Update (Valerie)
b. Form 700 (Jenny)

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.

OATH OF ALLEGIANCE

I,_____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

_____
(Name of Office)

Taken and subscribed before me this

_____ day of_____.

_____
(Signature of Person Administrating Oath)

_____
(Signature of Candidate)
(Required by *Elections Code* §200
California Constitution, Article XX §3)

_____
(Title)

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

Subscribed and sworn to (or affirmed) before me, on this _____ day of _____, 2025, by _____, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Notary Public

JPA Regular Board Meeting Minutes
Kern Non-Districted Land Authority (KNDLA)
Monday, February 24, 2025, at 2:00 p.m.

JPA DISTRICT REPRESENTATIVES AND ALTERNATES PRESENT

Scott Spitzer, 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
David Daniels, Semitropic
Bret Sill, Shafter-Wasco and 7th Standard Annex
Dolores Salgado, TCWD
Gary Morris, West Kern
Rob Goff, Westside
Michael Blaine, Wheeler Ridge

1. **Roll Call**
   Quorum Determination—Chairman Watts called the meeting to order at 2:01 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. **December 13, 2024, and February 3, 2025**
      A motion was made by Director Hart and seconded by Director Blaine to approve the December 13, 2024, Special Board Meeting Minutes and February 3, 2025, Special Board Meeting Minutes. The motion passed unanimously.
5. **Financial Report**
   a. **Ratification of January Payments, Financial Report, and Accounts Payable**
      Ms. Grass reviewed the Financial Report and Accounts Payable for December 2024 and January 2025, focusing on cash calls, deposits, disbursements, receivables, and grant balances. Due to the canceled Board meeting, Ms. Grass requested the ratification of payments:
      - $16,470.98 as presented in Exhibit E for December 2024.

      A motion was made by Director Fast and seconded by Director Hart to approve the financial reports and ratification of payments as advised by Ms. Grass. The motion was unanimously carried.

Ms. Grass reviewed and requested approval of the current accounts payable:

- $10,488.60 as presented in Exhibit E for January 2025.

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

b. Accounts Payable Policy

Ms. Grass proposed an Accounts Payable Policy to ensure vendor payments in the absence of a board meeting. Key provisions include:

- Payments align with prior budget approvals or ongoing contracts
- Payments do not exceed $10,000 per invoice.
- Payments are necessary for the continued operation or fulfillment of obligations of the JPA.
- Checks shall be signed by two Governing Board Members.

A motion was made by Director Birch and seconded by Director Watts to approve the Accounts Payable Policy. The motion unanimously carried.

6. Administration

a. Executive Director Report

Ms. Holtermann provided an update on recent activities, including attending meetings, the Kern Subbasin hearing, grant processes, and correspondence.

b. Consideration of Administrative Services Contract Extension

Ms. Grass presented the Administrative Services Contract extension with Provost & Prichard Consulting Group. She explained that the amendment is to continue management services through 2025 utilizing the remaining funds from prior agreements, while including additional time for grant management and web support. A motion was made by Director Blaine and seconded by Director Morris to approve the amended contract. The motion unanimously carried.

7. White Area Representatives

a. Candidate Introductions

Chairman Watts and Ms. Holtermann introduced candidates for White Area representation. Each candidate provided an overview of their background and engagement with SGMA:

- Devin Yurosek – A family farmer on the east side actively involved in SGMA discussions since 2015.
- David James – A third-generation Kern County resident with experience in resource management, title insurance, agricultural lending, and a strong understanding of SGMA compliance issues.
- Mike Echeverria – A local beef cattleman with SGMA experience, and involvement with the Eastside Water Authority.
- Debbie Wise – A third-generation Kern County resident with expertise in rangeland and tree farming, and an understanding of SGMA regulatory requirements.

Chairman Watts expressed appreciation for the candidates' participation, and Director Hart encouraged continued engagement.

b. **Vote for White Area Representatives**

Ms. Kincaid explained the voting procedures. Following the vote, the newly elected representatives were Debbie Wise (13 votes) and Devin Yurosek (11 votes).

Debbie Wise: 13 - Scott Spitzer (Arvin-Edison), Amrit Mangat (Buena Vista), Spencer Birch (Cawelo), Rodney Palla (Kern Delta), Kevin Andrew (North Kern), Royce Fast (Pioneer), Barry Watts (Rosedale), David Daniels (Semitropic), Bret Sill (Shafter-Wasco), Brett Sill (7th Standard Annex), Dolores Salgado (TCWD), Gary Morris (West Kern), Rob Goff (Westside).

Devin Yurosek: 11 -Scott Spitzer (Arvin-Edison), Spencer Birch (Cawelo), Rodney Palla (Kern Delta), Andrew Hart (Kern Tulare), Jeff Siemens (Olcese), David Daniels (Semitropic), Bret Sill (Shafter-Wasco), Brett Sill (7th Standard Annex), Gary Morris (West Kern), Rob Goff (Westside), Michael Blaine (Wheeler Ridge).

Mike Echeverria: 5 - Jeff Siemens (Olcese), Royce Fast (Pioneer), Barry Watts (Rosedale), Dolores Salgado (TCWD), Michael Blaine (Wheeler Ridge).

David James: 3 - Amrit Mangat (Buena Vista), Andrew Hart (Kern Tulare), Kevin Andrew (North Kern).

8. **DWR Grant Administration**
   a. **DWR Grant Communications and Report on DWR Grant Administration**

      Chairman Watts provided an update on the status of Department of Water Resources (DWR) grant payments and outstanding requests.
9. **County of Kern Participation**
   a. **Kern County Participation Ad hoc Committee**

      Director Fast reported on an upcoming February 25, 2025, meeting with the Agency to discuss potential county participation, with a follow-up meeting planned.
10. **Kern Subbasin Groundwater Sustainability Plan (GSP)**
    a. **Update on Representative Monitor Well Access Agreements**

       Ms. Echeverria provided an update on an access agreement for a monitoring well near Caliente, which is currently under legal review by The Nature Conservancy. The agreement is expected to be finalized within a week.
    b. **Report on KNDLA at risk domestic wells**

       Mr. Bartel identified two areas of concern regarding at-risk domestic wells: approximately 15 wells located near a housing development adjacent to the Frito-Lay factory, and a few wells near the Caliente area. Board members discussed historical land divisions before the 1970s Subdivision Map Act. Concerns were raised about how these historic subdivisions, often created before groundwater management regulations, may contribute to well vulnerability and sustainability challenges under SGMA.
    c. **Consideration of RMW Monitoring Services**

       Ms. Holtermann provided an update on groundwater monitoring near Caliente, including proposed water level and quality sampling. She emphasized the importance of monitoring to support SGMA compliance and informed the Board of estimated costs. She also added that the RMW located near Choctaw would be done internally by the owner. Director Fast made a motion to approve water sampling expenses up to $3,000. Director Hart seconded the motion. The motion unanimously carried.
    d. **DWR Portal GSA Name Change**

Ms. Holtermann reported ongoing delays in updating the portal name from Kern Groundwater Authority (KGA) to KNDLA. Ms. Holtermann added that Kristin Pittack is assisting in resolving the matter.

11. **Legal**
    a. **Statewide Update**

    Ms. Kincaid provided a legal update on statewide groundwater management activities:

    - The State Water Resources Control Board's probationary hearing for the Kern Subbasin resulted in a recommendation against probation due to recent improvements in local coordination efforts.
    - Of the 71 subbasins with approved GSPs, 13 remain under review. No disapprovals have been legally contested yet, though some approvals have faced challenges.
    - New SGMA-related legislation is being introduced, with summaries to be provided in future meetings.

12. **New Business**

    None.

13. **Correspondence**

    None.

14. **Closed Session**

15. **Adjournment**

    Director Birch moved to adjourn the meeting, seconded by Director Salgado. The motion carried unanimously. The meeting was adjourned at 2:50 p.m.

ANDREA R. HILL, CPA
An Accountancy Corporation

March 20, 2025

TO: Kern Non-Districted Land Authority

FROM: Andrea R. Hill CPA, AAC

SUBJECT: February 2025 Accountant's Report

DISCUSSION

Exhibit A is the Authority's unaudited financial statements on February 28, 2025. They include a Statement of Net Position as of February 28, 2025, and a Statement of Revenues and Expenses for the one month and two months ended February 28, 2025. 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 B is the Accountant's Report for the Authority's financial activities from February 1, 2025, through February 28, 2025. There were $454,696.62 of deposits during the month. There were $10,488.60 of disbursements issued during the month. The cash balance on February 28, 2025, was $494,425.66. There were $441,827.27 of subsequent deposits as shown on **Exhibit C**.

The Accounts Receivable balance from Members on February 28, 2025, was $39,345 as shown on **Exhibit D**. Receivable from Grants on February 28, 2025, totaled $409,039.77 as detailed on **Exhibit A.** The combined total of Receivables on February 28, 2025, was $448,384.77.

Exhibit E is the detail of Accounts Payable for the month of February 2025, reflecting total payables on February 28, 2025, of $449,806.09. At this time, invoices totaling $787,144.41 are being requested for payment approval and disbursement, a bulk of this represents the reimbursement of expenses under the SGM Grant programs invoices #7 and #8.

Kern Non-Districted Land Authority
Exhibit A - Statement of Net Position
As of February 28, 2025

	Feb 28, 25	
ASSETS		
Current Assets		
Checking/Savings		
Valley Strong Checking		494,420.66
Valley Strong Savings		5.00
Total Checking/Savings		494,425.66
Accounts Receivable		
Accounts Receivable		39,345.00
Total Accounts Receivable		39,345.00
Other Current Assets		
Accounts Receivable - Grants		
KGA - SGMA	409,039.77	
Total Accounts Receivable - Grants		409,039.77
Total Other Current Assets		409,039.77
Total Current Assets		942,810.43
TOTAL ASSETS		**942,810.43**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		449,806.09
Total Accounts Payable		449,806.09
Total Current Liabilities		449,806.09
Total Liabilities		449,806.09
Equity		
Net Assets		
GSP - SAA#4	60,124.65	
ITRC - SAA#1	-13,626.47	
KGA - General	103,959.47	
KRGSA-RMC (Ph2)	24.69	
KRGSA-Todd GW	20.00	
Total Net Assets		150,502.34
Retained Earnings		-117,731.70
Net Income		460,233.70
Total Equity		493,004.34
TOTAL LIABILITIES & EQUITY		**942,810.43**

No Assurance is Provided. All Required Discolsures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit A - Statement of Revenues & Expenses
February 2025

	Feb 25	Jan - Feb 25
Income		
Grant - State	362,891.62	362,891.62
Member Contributions	0.00	131,150.00
Total Income	362,891.62	494,041.62
Expense		
Office Supplies	150.00	150.00
Other Outside Services		
Executive Director	4,788.13	8,619.23
General Administration Support	702.97	702.97
Grant Administration	8,107.30	8,107.30
Website Management	205.30	205.30
Other Outside Services - Other	1,138.62	1,138.62
Total Other Outside Services	14,942.32	18,773.42
Professional - Legal	7,227.00	12,884.50
Professional Fees - Accounting	1,000.00	2,000.00
Total Expense	23,319.32	33,807.92
Net Income	**339,572.30**	**460,233.70**

No Assurance is Provided. All Required Disclosures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit B - Bank Activity
As of February 28, 2025

Type	Date	Num	Name	Debit	Credit	Balance
Valley Strong Checking						50,212.64
Deposit	02/06/2025			26,230.00		76,442.64
Bill Pmt -Check	02/20/2025	3185	Andrea R. Hill CPA AAC		1,000.00	75,442.64
Bill Pmt -Check	02/20/2025	3186	Jenny Holtermann		3,831.10	71,611.54
Bill Pmt -Check	02/20/2025	3187	Paris Kincaid Wasiewski LLP		5,657.50	65,954.04
Deposit	02/28/2025			428,466.62		494,420.66
Total Valley Strong Checking				454,696.62	10,488.60	494,420.66
Valley Strong Savings						5.00
Total Valley Strong Savings						5.00
TOTAL				**454,696.62**	**10,488.60**	**494,425.66**

Kern Non-Districted Land Authority
Exhibit B - Deposit Detail
February 2025

Type	Num	Date	Name	Memo	Amount
Deposit		**02/06/2025**		**Deposit**	**26,230.00**
Payment	47867	02/06/2025	Kern Delta Water District		-6,557.50
Payment	3988	02/06/2025	Rosedale-Rio Bravo WSD		-6,557.50
Payment	40021	02/06/2025	Semitropic Water Storage Dist		-6,557.50
Payment	57420	02/06/2025	West Kern Water District		-6,557.50
TOTAL					-26,230.00
Deposit		**02/28/2025**		**Deposit**	**428,466.62**
			State of California - DWR (SG...	SGM Grant #8	-362,891.62
Payment	18403...	02/28/2025	Tejon-Castac Water District		-6,557.50
Payment	0724	02/28/2025	Southern San Joaquin MUD		-6,557.50
Payment	001017	02/28/2025	Kern Water Bank GSA		-6,557.50
Payment	27361	02/28/2025	Wheeler Ridge-Maricopa WSD		-6,557.50
Payment		02/28/2025	Kern Tulare Water Dist		-6,557.50
Payment	22197	02/28/2025	Shafter-Wasco Irrigation Dist		-6,557.50
Payment	1263	02/28/2025	Shafter-Wasco 7th Standard		-6,557.50
Payment	50176	02/28/2025	Arvin-Edison Water Storage Di...		-6,557.50
Payment	35722	02/28/2025	Cawelo Water Dist		-6,557.50
Payment	31355	02/28/2025	North Kern WSD		-6,557.50
TOTAL					-428,466.62

Kern Non-Districted Land Authority
Exhibit B - Check Detail
February 2025

Type	Num	Date	Name	Paid Amount	Original Amount
Bill Pmt -Check	**3185**	**02/20/2025**	**Andrea R. Hill CPA AAC**		**-1,000.00**
Bill	34577	01/15/2025		-1,000.00	1,000.00
TOTAL				-1,000.00	1,000.00
Bill Pmt -Check	**3186**	**02/20/2025**	**Jenny Holtermann**		**-3,831.10**
Bill	Jan2025	01/31/2025		-3,831.10	3,831.10
TOTAL				-3,831.10	3,831.10
Bill Pmt -Check	**3187**	**02/20/2025**	**Paris Kincaid Wasiewski LLP**		**-5,657.50**
Bill	2735	01/31/2025		-5,657.50	5,657.50
TOTAL				-5,657.50	5,657.50

Kern Non-Districted Land Authority
Exhibit C - Subsequent Deposits
March 1 - 20, 2025

Type	Num	Date	Name	Amount
Deposit		**03/17/2025**		**441,827.27**
			State of California	-409,039.77
Payment	10265	03/17/2025	Buena Vista Water Storage Dist	-6,557.50
Payment	4581	03/17/2025	Olcese Water District	-6,557.50
Payment	99091...	03/17/2025	Westside District Water Authority G...	-6,557.50
Payment	132106	03/17/2025	Kern Co Water Agency ID4	-6,557.50
Payment	132106	03/17/2025	Kern Co Water Agency Pioneer GSA	-6,557.50
TOTAL				-441,827.27

Kern Non-Districted Land Authority
Exhibit D - Accounts Receivable Detail
As of February 28, 2025

Type	Date	Num	Name	Open Balance
Buena Vista Water Storage Dist				
Invoice	01/14/2025	KNDLA 25-2	Buena Vista Water Storage Dist	6,557.50
Total Buena Vista Water Storage Dist				6,557.50
Eastside Water Mgmt Area				
Invoice	01/14/2025	KNDLA 25-4	Eastside Water Mgmt Area	6,557.50
Total Eastside Water Mgmt Area				6,557.50
Kern Co Water Agency ID4				
Invoice	01/14/2025	KNDLA 25-5	Kern Co Water Agency ID4	6,557.50
Total Kern Co Water Agency ID4				6,557.50
Kern Co Water Agency Pioneer GSA				
Invoice	01/14/2025	KNDLA 25-6	Kern Co Water Agency Pioneer GSA	6,557.50
Total Kern Co Water Agency Pioneer GSA				6,557.50
Olcese Water District				
Invoice	01/14/2025	KNDLA 25-11	Olcese Water District	6,557.50
Total Olcese Water District				6,557.50
Westside District Water Authority GSA				
Invoice	01/14/2025	KNDLA 25-19	Westside District Water Authority GSA	6,557.50
Total Westside District Water Authority GSA				6,557.50
TOTAL				**39,345.00**

Exhibit E

Kern Non-Districted Land Authority

Accountant's Report - Accounts Payable detail as of Feburary 28, 2025 and subsequent payables through 3/20/25

Vendor	Description	Invoice #	Invoice Date	Invoice Amount	
Andrea R. Hill CPA AAC	January services for February meeting	34717	2/25/2025	$ 1,000.00	
Jenny Holtermann	February Executive Director Services	Feb-25	2/28/2025	$ 4,788.13	
Paris Kincaid Wasiewski LLP	February Professional Services	2766	3/1/2025	$ 7,227.00	
Provost & Pritchard Consulting Group	January services	117650	2/28/2025	$ 908.27	
Rosedale-Rio Bravo Water Storage	Staff costs to review well inventory	2317	2/12/2025	$ 1,138.62	
Rosedale-Rio Bravo Water Storage	Office 365 annual fee	2315	2/25/2025	$ 150.00	
Secretary of State	NOSF 404B form fee	n/a	3/10/2025	$ 1.00	March
Provost & Pritchard Consulting Group	Cost reimbursments SGMA grant #8			$ 4,976.00	March
Todd Groundwater	Cost reimbursments SGMA grant #8			$ 97,472.50	March
Land IQ LLC	Cost reimbursments SGMA grant #8			$ 219,731.85	March
U.S. Geological Survey	Cost reimbursments SGMA grant #8			$ 27,662.00	March
Arvin Edison Water Storage Dist	Cost reimbursments SGMA grant #8			$ 8,739.83	March
Eastside Water Management	Cost reimbursments SGMA grant #8			$ 1,111.00	March
West Kern Water	Cost reimbursments SGMA grant #8			$ 629.00	March
Wheeler Ridge-Maricopa Water	Cost reimbursments SGMA grant #8			$ 2,569.44	March
Arvin Edison Water Storage Dist	Cost reimbursments SGMA grant #7			$ 50,204.99	March
Eastside Water Management	Cost reimbursments SGMA grant #7			$ 635.00	March
Land IQ LLC	Cost reimbursments SGMA grant #7			$ 219,731.85	March
Provost & Pritchard Consulting Group	Cost reimbursments SGMA grant #7			$ 3,899.00	March
Todd Groundwater	Cost reimbursments SGMA grant #7			$ 77,072.50	March
U.S. Geological Survey	Cost reimbursments SGMA grant #7			$ 29,916.00	March
West Kern Water	Cost reimbursments SGMA grant #7			$ 8,317.28	March
Wheeler Ridge-Maricopa Water	Cost reimbursments SGMA grant #7			$ 19,263.15	March
	TOTAL PAYABLES REQUESTED AT THIS MEETING			$ 787,144.41	

INVOICES ON HOLD:

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
	SGMA Implementation Grant	109722	10/1/2024	1,051.00	100% grant; to be submitted
	SGMA Implementation Grant	114609	10/31/2024	3,204.20	100% grant; to be submitted
	SGMA Implementation Grant	115366	12/9/2024	3,668.00	100% grant; to be submitted
	SGMA Implementation Grant	116285	12/31/2024	1,681.00	100% grant; to be submitted
	SGMA Implementation Grant	117218	2/14/2025	3,921.10	100% grant; to be submitted
	SGMA Implementation Grant	117911	2/28/2025	4,186.20	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
				434,594.07	

PAYABLES/INVOICES ON HOLD pending Grant Proceeds	$ 434,594.07
TOTAL PAYABLES Outstanding at 3/20/25	$ 1,221,738.48
LESS MARCH PAYABLES SUBMITTED FOR PAYMENT	(771,932.39)
TOTAL PAYABLES Outstanding at 1/31/25	$ 449,806.09

Docusign Envelope ID: A7FFBEF2-132A-4051-938F-0D59064B2573

KNDLA
KERN NON-DISTRICTED LAND AUTHORITY

KERN NON-DISTRICTED LAND AUTHORITY
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Phone: (661)589-6045
Email: admin@rrbwsd.com

February 28, 2025

Marisol Luna
The Nature Conservancy

Re: Water Level and Quality 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 collect samples for the Subbasin's constituents of concern, and to report this information to the state of California in connection with SGMA.

Attached is an agreement which would allow the KNDLA to access your property for the limited purpose of measuring the depth to water in your well and collecting groundwater samples. 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

Docusign Envelope ID: A7FFBEF2-132A-4051-938F-0D59064B2573

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 The Nature Conservancy (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 for a period of one year commencing on the date of the last party to execute this Agreement 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."

Docusign Envelope ID: A7FFBEF2-132A-4051-938F-0D59064B2573

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 thirty (30) 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 belongs, 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.

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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 will develop a schedule of dates/times it will access the Well Party for the purposes of well monitoring, and shall share the schedule with Landowner. The Authority shall notify the Landowner at least forty-eight (48) hours in advance of accessing the Well Parcel pursuant to 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 gross negligence or intentional misconduct of Landowner.

13. Insurance. Prior to entering onto the Well Parcel, the Authority shall provide the Landowner a certificate that the Authority or Authority's consultant a certificate evidencing general liability insurance in the amount of at least $1,000,000 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.

Docusign Envelope ID: A7FFBEF2-132A-4051-938F-0D59064B2573

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

AUTHORITY

By _____

Name, Title Barry Watts, Board Chair

Date: 2/28/2025

LANDOWNER

Signed by:

By Marisol Luna

8A0A70298238445...

Name, title Marisol Luna Aguero, Stewardship Water Associate

Date: 3/18/2025

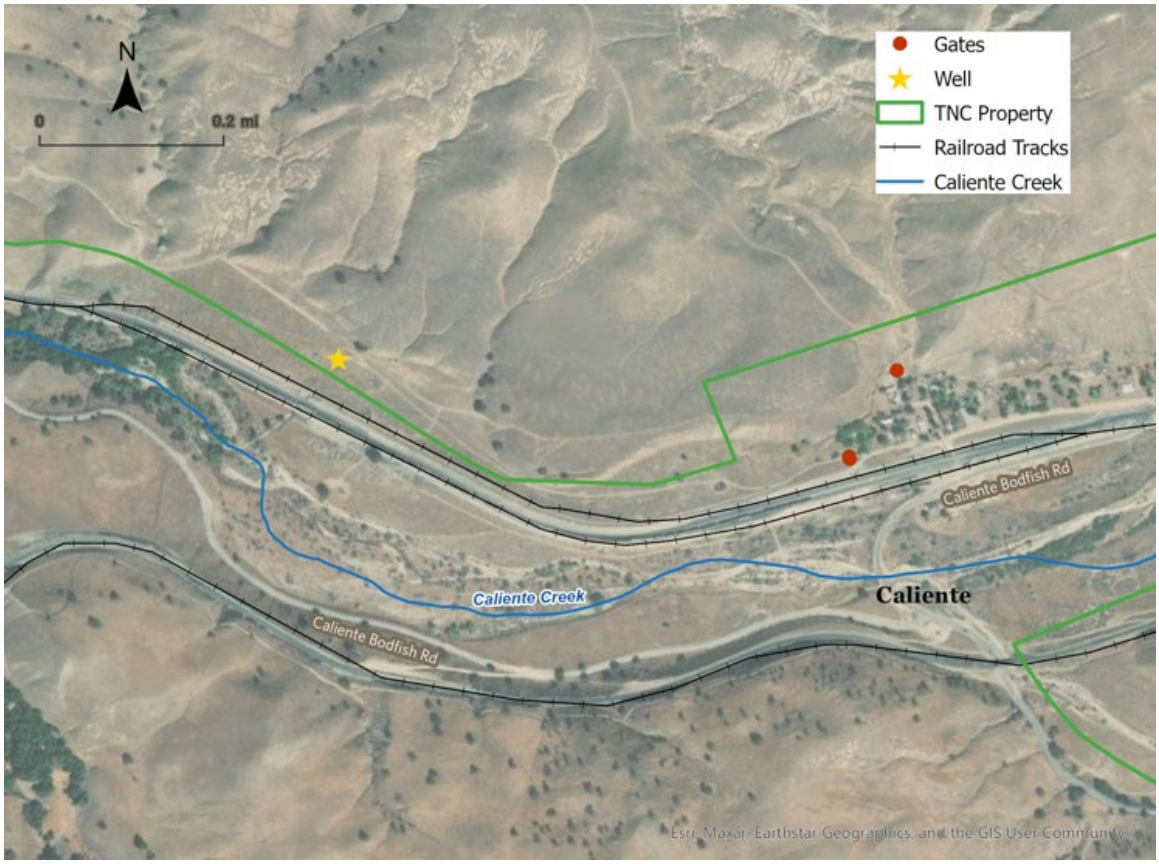
Address: 830 S Street Sacramento, CA 95811

Docusign Envelope ID: A7FFBEF2-132A-4051-938F-0D59064B2573

EXHIBIT A

Parcel (Referenced in the attached Agreement as "Well Parcel")
Landowner Name, Contact Name: The Nature Conservancy, Marisol Luna Aguero APN(s): 179-180-02-00-2

Monitoring Well Locations



Access Instructions

- All exterior gates must be closed even if found open and all interior gates will be left as they are found.
- If any exterior fences or gates are left in non-operation condition, the Authority must contact Rachel Mason (612-581-2796) immediately. If left in non-operation conditions, cattle will get out and can cause significant liability risk to TNC and our tenant due to the proximity to the railroad tracks and public road.
- Do not drive on the property when it is wet to prevent road damage. As a general guideline, do not drive on property within 24 hours after a significant storm event (>3/8"). There is an alternate access along the railroad tracks that is only 0.6 miles from the well and it is accessed via a gravel road parallel to the tracks.
- When vegetation is dry, do not allow hot metal parts of vehicle (e.g. catalytic converter) to touch the vegetation while parked.

GSA:	Kern Non-Districted Lands Authority
Total # DW Wells:	26

RevStatus	WCR	APN_2024	SWN	LOG	PermitDate	DateWorkEn	PermitNumb	OwnerID	ADDRESS	CITY	WellType	PlannedUse	STATUS	LATITUDE	LONGITUDE	SOURCE_OF_	DATUM	TotDepth	TopScreen	BotScreen	CasingDiam
NOT verified	WCR0036130	386-030-17	-	207427	-	33032	-	1	-	-	Domestic	Domestic	-	35.434413	-118.88744	USGS	WGS84	500	420	480	8
NOT verified	WCR0176992	386-030-17	-	80730	-	28280	-	-	-	-	Domestic	Domestic	-	35.434413	-118.88744	USGS	WGS84	457	257	457	10
NOT verified	WCR0252530	386-030-17	-	243880	-	30967	-	-	-	-	Domestic	Domestic	-	35.434413	-118.88744	USGS	WGS84	420	180	420	6
NOT verified	WCR0082898	436-101-20	-	E008772	-	39869	WP0011574	-	-	BAKERSFIELD	Public	Non-Public	-	35.434232	-118.940768	USGS	WGS84	400	175	400	16
Verified	WCR0128908	074-320-09	27S27I	780445	02/28/03	37862	EH-1564	I	1048 EMIGRAN	BAKERSFIELD	Domestic	Domestic	-	35.54012	-119.0533	KCEHS	WGS84	700	500	700	12
Verified	WCR2020-008	074-320-14	27S27I	-	11/07/19	43903	WP0020259	1	746 Eaglecrest	BAKERSFIELD	Domestic	Domestic	-	35.53835	-119.0485	KCEHS	WGS84	740	540	740	7
NOT verified	WCR0260454	481-030-38	-	77238	09/09/84	30934	-	-	-	-	Domestic	Domestic	-	35.52198	-119.10785	Centroid of Secti	WGS84	704	604	704	7
NOT verified	WCR0149866	-	-	76729	-	27117	-	-	-	-	Domestic	Domestic	-	35.40592	-119.31422	Kern GIS	WGS84	315	212	315	10
NOT verified	WCR0288524	104-080-28	-	71004	-	30445	-	LOT 393	-	-	Domestic	Domestic	-	35.40592	-119.31422	Kern GIS	WGS84	360	300	360	8
Verified	WCR2019-016	397-040-29	29S30I	-	10/08/19	43752	WP0020204	1	12345 Breckinr	BAKERSFIELD	Domestic	Domestic	-	35.40313	-118.79395	KCEHS	WGS84	400	280	400	6
Refine	WCR0067617	-	-	226744	-	30429	D-166	#514	HYW 58 ON BU	-	Domestic	Domestic	-	35.39845	-119.30533	PLSS section	WGS84	304	240	300	9
Verified	WCR2022-000	397-040-21	29S30I	-	07/16/21	44547	WP0021529	1	No well locatio	BAKERSFIELD	Domestic	Domestic	-	35.39846	-118.80785	GPS	WGS84	400	160	380	9
Verified	WCR0324074	387-060-07	29S29I	383654	-	33288	EH-044-91	1	1.6 mi E/o Com	BAKERSFIELD	Domestic	Domestic	-	35.386618	-118.823793	GoogleEarth	WGS84	460	360	460	8
Verified	WCR0315784	388-010-15	29S29I	54905	-	29278	A-368	-	Breckenridge R	BAKERSFIELD	Domestic	Domestic	-	35.383443	-118.827212	GoogleEarth	WGS84	455	250	455	8
Verified	WCR0252556	386-170-09	29S29I	25914		28788	-	-	20 ft South of N	BAKERSFIELD	Domestic	Domestic	-	35.441696	-118.896357	GoogleEarth	WGS84	420	180	420	7
Verified	WCR2018-011	074-130-34	27S28I	-	05/07/18	43361	WP0018555	-	18801 Granite I	Bakersfield	Domestic	Domestic	-	35.53747	-118.97736	GPS	WGS84	710	290	710	9
Verified	WCR0288530	530-010-53	29S26I	58407	-	30284	-	G195	SO SIDE 7TH ST	Bakersfield	Domestic	Domestic	-	35.44122	-119.14113	GoogleEarth	WGS84	350	250	350	9
Verified	WCR0092338	524-140-06	30S26I	70718	-	26361	-	-	NW Corner of I	Bakersfield	Non-Public	Non-Public	-	35.267713	-119.228308	GoogleEarth	WGS84	240	160	240	9
Verified	WCR0002833	104-012-38	29S25I	76744	-	27730	-	G-120	100 ft West of E	Bakersfield	Domestic	Domestic	-	35.440761	-119.248301	GoogleEarth	WGS84	400	300	400	9
Verified	WCR0260098	104-121-64	29S25I	499655	-	34987	EH-218-95	1	5726 NOBLE ST	Rio Bravo	Domestic	Domestic	-	35.412467	-119.313152	KCEHS	WGS84	350	290	350	6
Verified	WCR0025938	104-192-21	29S25I	381248	08/13/92	33841	-	1	200 ft from Gat	Rio Bravo	Domestic	Domestic	-	35.398827	-119.315729	GoogleEarth	WGS84	360	240	360	6
Verified	WCR0176583	104-131-06	29S25I	71003		30305	-	LOT 52	320 ft west of J	Rio Bravo	Domestic	Domestic	-	35.411382	-119.319698	GoogleEarth	WGS84	400	300	400	9
Verified	WCR0323687	104-191-37	29S25I	226746	-	30440	-	LOT# 461	HYW 58 ON JUI	Rio Bravo	Domestic	Domestic	-	35.399	-119.319831	GoogleEarth	WGS84	300	240	300	6
Verified	WCR0288523	104-153-15	29S25I	71014	-	30639	-	-	1/2 mi North of	Rio Bravo	Domestic	Domestic	-	35.40579	-119.321519	GoogleEarth	WGS84	320	280	320	7
Verified	WCR0327149	179-180-27	30S31I	377740	-	33541	-	-	No well locatio	CALIENTE	Domestic	Domestic	-	35.292454	-118.623313	GoogleEarth	WGS84	555	480	555	6
Verified	WCR0124079	043-202-18	-	758438	12/01/01	37254	EH-1079	-	3.2 mi N/o Hwy	LOST HILLS	Domestic	Domestic	-	35.704888	-120.039682	KCEHS	WGS84	360	240	360	6

DRAFT – FOR DISCUSSION PURPOSES ONLY

Well Impact Analysis Update

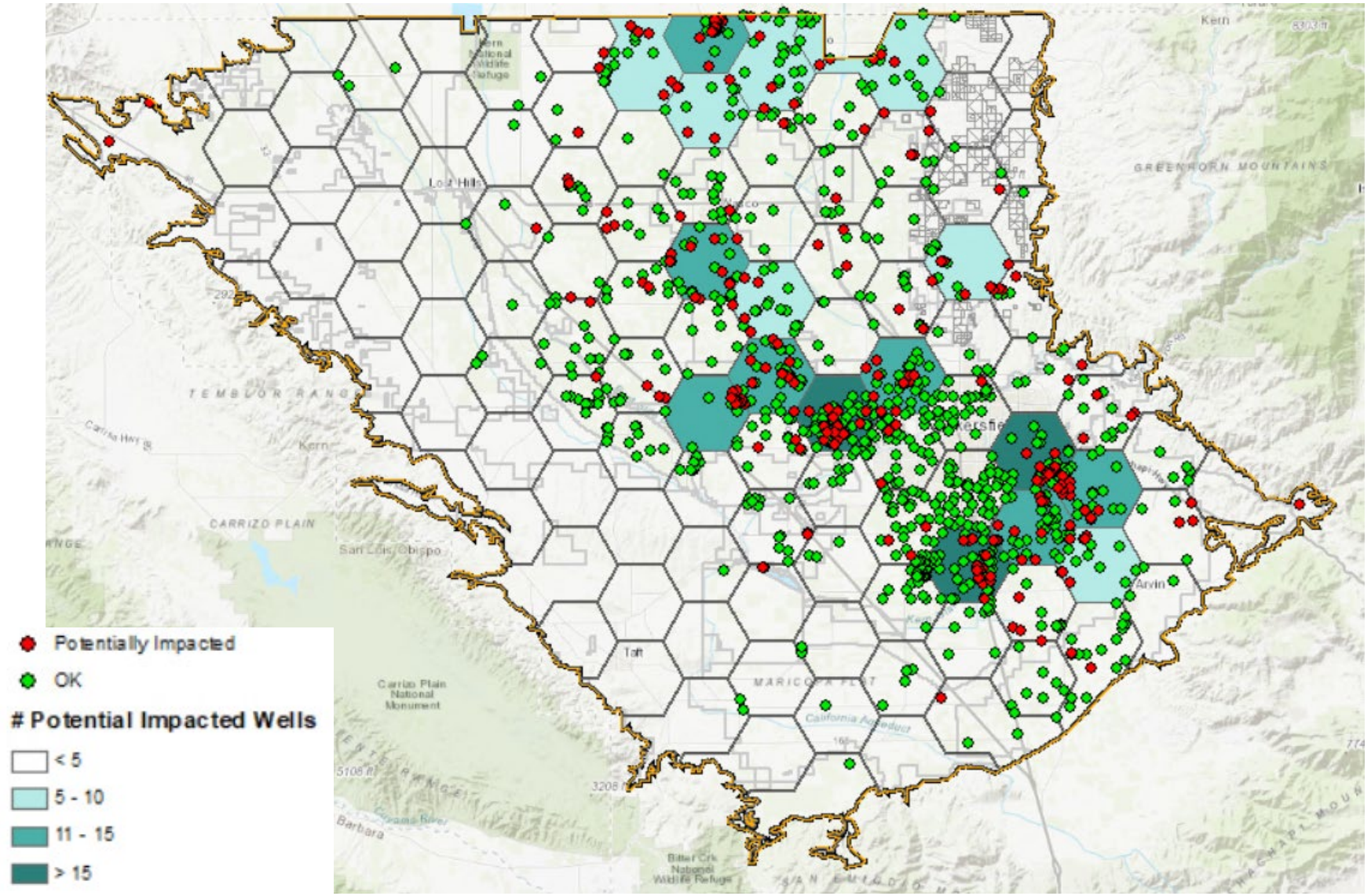
17 MARCH 2025

WELL IMPACT SCENARIOS: WORST-CASE (ALL RMW-WLs HIT MTs)

Scenario	Potentially Impacted Assumption	# Drinking Wells in Inventory	# Drinking Wells After Screening*	# of Potentially Impacted Drinking Wells	% of wells potentially impacted (all wells)	% of wells potentially impacted (screened wells)
2024 GSP	If MT (ft bgs) > 80% of the total well depth	2,685	1,297	260	10%	20%
Scenario 1: Using updated rasters and Feb 2025 well inventory	If MT (ft bgs) > 80% of the total well depth	2,635	1,291	259	10%	20%
Scenario 2: Using updated rasters and Feb 2025 well inventory	If MT (ft bgs) < 50 ft above the bottom of the well	2,635	1,333	178	7%	13%

- For all scenarios, wells over 70 years old in 2040 and/or dewatered at the 2014 Low were screened out, consistent with methodology used in the GSP.
- For Scenarios 1&2, wells marked "Abandoned" were screened out.

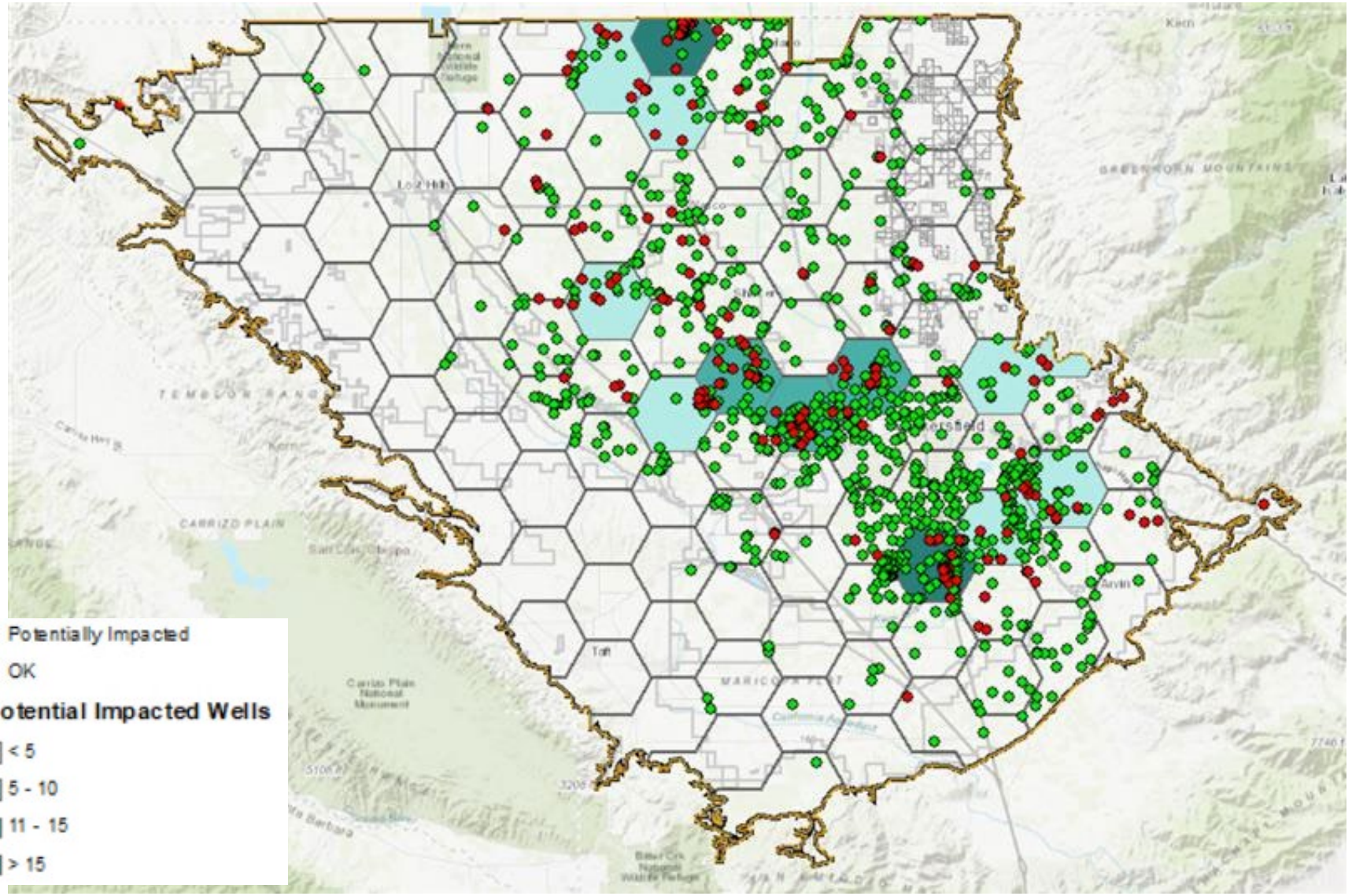
SCENARIO 1 (80% WELL DEPTH) – POTENTIALLY IMPACTED WELLS



February 2025 Well Inventory

Draft-Preliminary Results

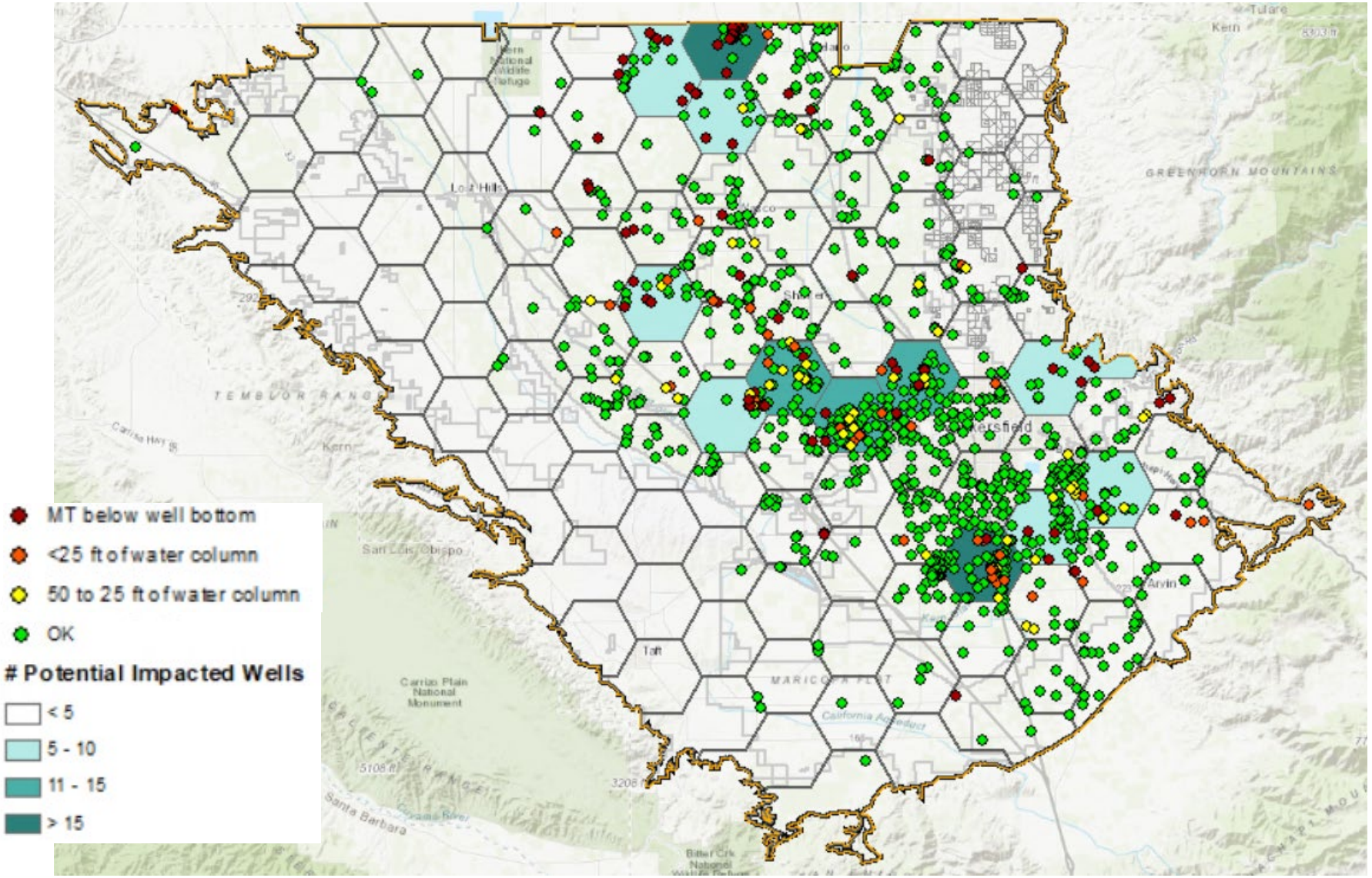
SCENARIO 2 (<50FT ABOVE WELL BOTTOM) – POTENTIALLY IMPACTED WELLS



February 2025 Well Inventory

Draft-Preliminary Results

SCENARIO 2 (<50FT ABOVE WELL BOTTOM) – HEIGHT OF WATER COLUMN



February 2025 Well Inventory

Draft-Preliminary Results

SCENARIO 2 (<50 FT ABOVE WELL BOTTOM) - POTENTIALLY IMPACTED COUNTS BY GSA

GSA	Drinking Well Count	Potentially Impacted	%
Arvin GSA	101	9	9%
Buena Vista GSA	32	1	3%
Cawelo Water District GSA	29	3	10%
Greenfield County Water District GSA	10	1	10%
Henry Miller Water District GSA	4	0	0%
Kern Non-Districted Lands Authority (no EWMA)	102	26	25%
KNDLA – Eastside Water Management Authority	10	0	0%
Kern River GSA	554	45	8%
Kern-Tulare Water District GSA	4	0	0%
Kern Water Bank GSA	1*	0	0%
North Kern Water Storage District GSA	13	1	8%
Olcese Water District GSA	0	0	-
Pioneer GSA	0	0	-
Rosedale-Rio Bravo Water Storage District GSA	180	23	13%
Semitropic Water Storage District GSA	106	32	30%
Shafter-Wasco Irrigation District GSA	72	14	19%
Southern San Joaquin Municipal Utility District GSA	90	22	24%
Tejon-Castac Water District GSA	0	0	-
West Kern Water District GSA	12	0	0%
Westside District Water Authority GSA	6	0	0%
Wheeler Ridge-Maricopa GSA	7	1	14%
TOTAL	**1333**	**178**	**13%**

*one well has an incorrect location and is actually well "City of Bakersfield Olcese #3".

February 2025 Well Inventory Draft-Preliminary Results

NEXT STEPS

- To be distributed to Subbasin this week:
  - Excel file tabulating potentially impacted wells by GSA
  - Zoomed in maps showing dewatered wells / height of water column by GSA
- After 3/20 SWRCB staff meeting:
  - Consider potentially dewatered wells (no 2014 dewatered screening) as an upper end worst-case scenario count following final determination of data gap hexagons