

501 Taft Highway Bakersfield, California

TUESDAY, APRIL 21, 2020

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM 12:00 NOON **EXECUTIVE SESSION:** Pending Litigation (54956.9(d)(1)): A. SWRCB Kern River Potential Litigation (54956.9(d)(2)(3)): Four Matters Potential Litigation (54956.9(d)(4)): Three Matters Real Property Negotiations (54956.8): A. Eastside Canal ROW B. Property Description: Potential Recharge Lands: APN 539-010-06 Water Exchange/Transfer/Sale/Purchase; Miscellaneous Owners and Agencies District Negotiator: Mark Mulkay Under Negotiation: price and terms Wages and Salaries – Annual Review (54957.6) **REGULAR SESSION:** Approximately 1:30 P.M. INTRODUCTION OF GUESTS AND PUBLIC PUBLIC COMMENT: (Members of the public may address the Board of Directors on any matter not on the agenda, but absent extraordinary circumstances, the Board may not take action on such matter. Members of the public may address items of interest that are listed on the agenda prior to the Board=s decision on such items.) **DIRECTOR'S FORUM** I. Consider any proposed additions to or deletions from the Agenda. Pg. 4 П. CONSENT CALENDAR (The Board will consider various non-controversial routine items and issues relating to matters which are of interest to the District. Any Board Member may request that any or all items be considered and acted upon independently of the others. These items include the following.) Pg. 5 A. Approve Minutes of the Regular Board Meeting of March 17, 2020. Pg. 9 B. Approve March/April 2020 District Construction and Water Banking Disbursements. Pg. 10 C. Approve March/April 2020 District Accounts Payable. Pg. 14 D. Ratify KDWD/RRBWSD 2020 Operational Exchange – March 23, 2020. Pg. 15 E. Approve Contract for Services – Zeiders Consulting.

F. Approve Master Design Engineering Services Agreement – AECOM.

Pg. 23

| | III. | FINANCIAL MATTERS (The Board will consider various items and issues relating to financial matters which are of |
|--------|-------|---|
| | 111. | interest to the District. These items are intended to include, but not be limited to, the following.) |
| Pg. 39 | | A. Business & Finance Committee – April 16, 2020 |
| Pg. 40 | | - March 2020 Financials. |
| | | - Employee Wages and Salaries. |
| | | |
| | IV. | <u>COMMITTEE REPORTS</u> (The Board will consider various items and issues relating to matters which have been, or will be, considered by committees of the Board and which are of interest to the District. These items are intended to include, but not be limited to, the following.) |
| Pg. 57 | | A. Special Projects Committee – April 7, 2020 |
| Pg. 58 | | - District Facility and Maintenance Update. |
| | | - District Office Building Expansion Update. |
| Pg. 60 | | - Approve Branch 1 Pipeline Project Design at Hosking Road. |
| Pg. 61 | | - Approve Branch 1 at Greenlawn Cemetery Grant of Easement. |
| | | |
| Pg. 76 | V. | KERN RIVER WATERMASTER Watermaster that are of interest to the District. These items are intended to include, but not be limited to, the following.) A. District Watermaster Report. |
| Pg. 86 | | B. Kern River Watermaster Reports. |
| Pg. 88 | | C. Isabella Dam Safety Remediation. |
| 8 | | |
| | VI. | MANAGER'S REPORT (The General Manager will discuss, and the Board will consider various items and issues relating to the ongoing and future operations of the District which are of interest to the Board. These items are intended to include, but not be limited to, the following.) A. Verbal. |
| | | |
| | | B. District Phone System Update - Verbal.C. KDWD/AEWSD Cost Sharing Agreement for Development of Sunset Spreading Project. |
| | | - Design – Earthwork, Pump Station, Pipeline. Environmental and Electrical Service. |
| | | - Design – Earthwork, I ump Station, I ipennie. Environmental and Electrical Service. |
| | VII. | WATER BANKING PROJECTS (The Board will consider various items and issues relating to local water banking projects that are of interest to the District. These items are intended to include, but not be limited to, the following.) |
| | | A. Pioneer/KWB/Other Local Operations, Spreading and Pumping. |
| | | B. Kern Fan Monitoring Committee. |
| | | C. KDWD Water Banking Project. |
| | | D. Cross Valley Canal Advisory Committee. |
| | | |
| | VIII. | KCWA/KFA/KRWCA/KGA/KRGSA/SVWRA/IRWMP (The Board will consider various items and issues relating to the KCWA, Kern Fan Authority, Kern River Watershed Coalition Authority, and the Kern Groundwater Authority that are of interest to the District. These items are intended to include, but not be limited to, the following.) |
| Pg. 96 | | A. KCWA Activities and SWP Update – Delta Conveyance, Contract Extension, 15% Alloc., |
| Pg. 99 | | Yuba River Water Program |
| | | B. Member Unit Policy Meetings |
| | | C. Kern Fan Authority |
| | | D. Kern River Watershed Coalition Authority (ILRP) |
| | | E. Local Groundwater Sustainability Activities |
| | | F. South Valley Water Resources Authority |
| | | G. Integrated Regional Water Management Plan – Res 2020-03 Adopt the Kern IRWMP Update |
| | IX. | ATTORNEY'S REPORT (Legal Counsel will discuss, and the Board will consider items and issues of legal interest to |
| | | the District.) |
| | | A. RRBWSD Notice of Preparation of an EIR – Kern Fan Groundwater Storage Project |
| | X. | ADJOURN shills related modifications or assume detions including auxiliary side or corplices may be made by telephoning or contesting |

Requests for disability related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Lynn Fredricks at the District Office (661-834-4656). Please attempt to make such requests known at least 24 hours before the scheduled meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the District, 501 Taft Highway, Bakersfield, CA.

Tab II





To: Kern Delta Water District Board of Directors

From: L. Mark Mulkay

Date: April 21, 2020

Re: II CONSENT CALENDAR

RECOMMENDATION:

Approve items A through F listed under the Consent Calendar.

DISCUSSION:

Consent Calendars are used to approve non-controversial routine matters. Any Board Member may request that any or all of the items under the Consent Calendar be moved to the regular agenda and discussed and voted on separately.

- II. A. Approve Minutes of the Regular Board Meeting of March 17, 2020 (copy attached).
- II. B. Approve March/April 2020 District Construction and Water Banking Disbursements totaling \$88,343.68 copy attached. Please see the Minutes of the April 7, 2020 Special Projects Committee for more detail.
- II. C. Approve March/April 2020 District Accounts Payable copy attached. Please see the Minutes of the April 16, 2020 Business & Finance Committee for more detail.
- II. D. Ratify the March 23, 2020 Agreement between Rosedale Rio-Bravo WSD and Kern Delta WD (copy attached). This Agreement provides for an operational exchange between the two districts. Kern Delta has an obligation to return previously banked water to The Metropolitan Water District of Southern California and Rosedale has an obligation to return water to Arvin-Edison WSD. Kern Delta will deliver water into the Arvin Intake Canal to satisfy Rosedale's delivery to Arvin and Rosedale will deliver water to the California Aqueduct to satisfy Kern Delta's delivery to MWD.
- II. E. Approve the attached Contract For Services between Kern Delta and Zeiders Consulting. This Contract formalizes the relationship between Kern Delta and Bill Zeiders.
- II. F. Approve the attached Master Design Engineering Services Agreement between Kern Delta and AECOM. This Agreement formalizes the relationship between Kern Delta and AECOM.

KERN DELTA WATER DISTRICT MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

March 17, 2020

TUESDAY, FEBRUARY 18, 2020, 12:00 NOON – 3:42 P.M.

DIRECTORS PRESENT: Antongiovanni, Bidart, Collins, Garone, Kaiser, Mendonca, Palla, Spitzer,

Tillema

DIRECTORS ABSENT: None

OTHERS PRESENT: From KDWD: General Manager Mulkay, Chief Operating Officer Teglia,

Assistant General Manager Bellue, Controller Duncan, Hydrographer Perry Hyatt, and Legal Counsel Robert Hartsock. From RRBWSD: Roy Pierucci, Jason Selvidge, Eric Averett, Dan Bartel, and Karen Northcutt (phone). Others:

Jeevan Muhar, and Doug Gosling.

EXECUTIVE SESSION DECLARED AT 12:05 P.M.

President Palla declared an Executive Session pursuant to Government Code Sections: Pending Litigation 54956.9(d)(1) SWRCB Kern River; Potential Litigation 54956.9 (d)(2)(3)(4); Real Property Negotiations 54956.8; and Appointment/Employment 54957.

REGULAR SESSION DECLARED AT 1:00 P.M.

Legal Counsel announced the Board authorized the position of Administrative Assistant and that the General Manager has hired Ms. Madelyne Rodriguez to fill that position. In addition, by unanimous vote, the Board appointed Mr. Richard Iger as the District's new General Counsel and the retention of McMurtrey Hartsock & Worth as the District's Special Counsel.

INTRODUCTION OF GUESTS AND PUBLIC

Roy Pierucci, Jason Selvidge, Eric Averett, Dan Bartel, Karen Northcutt (phone), Jeevan Muhar, and Doug Gosling introduced themselves to the Board.

PUBLIC COMMENT

None.

PRESENTATION BY ROSEDALE-RIO BRAVO WSD:

Representatives from RRBWSD provided a Power Point presentation to the Board regarding their Draft EIR for the Onyx Ranch South Fork Valley Water Project.

Director Garone left the meeting at 2:00 pm.

DIRECTORS FORUM

None.

ADDITIONS/DELETIONS TO AGENDA

None.

CONSENT CALENDAR

M/S/C (Spitzer/Bidart) (yes-8, no-0): The Board approved and authorized item A through D of the Consent Calendar.

- A. Approve Minutes of the Regular Board Meeting of February 18, 2020 and the Special Board Meeting of March 3, 2020.
- B. Approve February/March 2020 District Construction and Water Banking Disbursements.
- C. Approve February/March 2020 District Accounts Payable.
- D. Ratify AECOM Scope of Work related to Bid Assistance for Office Expansion Project, Feb 24, 2020.

FINANCIAL MATTERS

Business & Finance Committee – March 12, 2020

M/S/C (Antongiovanni/Tillema) (yes-8, no-0): The Board approved the February and March 2020 District Accounts Payable Invoices, the February 2020 District and Water Banking Project Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

RESOLUTION 2020-02 IN THE MATTER OF: REVISING DISTRICT STATE WATER TOLLS

On motion of Director Antongiovanni, seconded by Director Bidart and carried by the following vote, the Board Approved Resolution 2020-02 to wit:

AYES: Directors Antongiovanni, Bidart, Collins, Kaiser, Mendonca, Palla, Spitzer, Tillema

NOES: None

ABSENT: Garone

ABSTENTIONS: None

COMMITTEE REPORTS

Special Projects Committee – March 3, 2020.

Mr. Bellue briefly reported on the March Special Projects Committee meeting and District maintenance. The District Office Building Expansion plans are being reviewed for approval by the County.

M/S/C (Collins/Kaiser) (yes-8, no-0): The Board approved the March 18, 2020 publication in the Bakersfield Californian of the invitation to receive bids for the District's Office Building Expansion

Project.

KERN RIVER WATERMASTER

Mr. Hyatt reviewed and discussed the water supplies of the District for the month of February and early March. Due to low precipitation, the inflow into the Reservoir continues to be low. The District is attempting to store as much water as possible for the summer demand. Mr. Mulkay reviewed the February Kern River Watermaster's Report and the Isabella construction schedule.

MANAGER'S REPORT

Mr. Mulkay recommended the Special Projects Committee name be changed to the Operations & Projects Committee and the "Special Board Meeting" typically held the first Tuesday of each month to now be posted as a Regular Board Meeting. President Palla authorized the name changes. Mr. Mulkay also advised the Board that the annexation process for the Sunset property has been completed.

Due to the Covid-19 illness, Governor Newsom has temporarily eased the Brown Act restrictions governing teleconferences for Board Meetings. Staff will provide the Board Members with call-in capability for future Board and Committee Meetings.

WATER BANKING PROJECTS

Mr. Mulkay briefly reviewed all the water banking projects on the Kern River fan. Recovery within the Kern Fan area is beginning to increase. There is minor recharge activity in Kern Delta at this time. Staff is anticipating a request from The Metropolitan Water District of Southern California for up to 50,000 acre-feet of Return Water.

KCWA/KFA/KRWCA/KGA/KRGSA/SVWRA

Mr. Mulkay briefly discussed various matters regarding activities of the Kern County Water Agency (including the status of Delta Conveyance Project and Contract Extension), Kern Fan Authority, Kern River Watershed Coalition, Kern Groundwater Authority, Kern River Groundwater Sustainability Agency, the South Valley Water Resources Authority, and the Integrated Regional Water Management Plan. The State Water Allocation for 2020 remains at 15%. There is no SWP Pool A or Pool B water available for purchase. The District is participating in the 2020 Yuba River Program sponsored by Kern County Water Agency.

RESOLUTION 2020-03 IN THE MATTER OF: AUTHORIZATION TO ADOPT THE KERN INTEGRATED REGIONAL WATER MANAGEMENT PLAN UPDATE.

On motion of Director Kaiser, seconded by Director Collins and carried by the following vote, the Board Approved Resolution 2020-03 to wit:

AYES: Directors Antongiovanni, Bidart, Collins, Kaiser, Mendonca, Palla, Spitzer, Tillema

NOES: None

ABSENT: Garone

ABSTENTIONS: None

| ATTORNEY'S REPORT |
|---|
| No Report. |
| |
| EXECUTIVE SESSION DECLARED AT 2:45 P.M. |
| President Palla declared an Executive Session pursuant to Government Code Sections: Pending Litigation 54956.9(d)(1) SWRCB Kern River; Potential Litigation 54956.9 (d)(2)(3)(4); Real Property Negotiations 54956.8; and Appointment/Employment 54957. |
| REGULAR SESSION DECLARED AT 3:40 P.M. |
| Legal Counsel announced no action was taken that required disclosure under the Brown Act at this time. |
| |
| ADJOURNMENT: |
| There being no further business, President Palla adjourned the meeting at approximately 3:42 P.M. |
| Respectfully Submitted, |
| |
| L. Mark Mulkay, General Manager |
| Approved by Board |
| |

Richard Tillema, Board Secretary

KERN DELTA WATER BANKING PROGRAM DISBURSEMENT RECOMMENDED BY THE OPERATIONS & PROJECTS COMMITTEE - APRIL 7, 2020

VARIABLE

| PG&E | Well utilities | 1,236.02 | 2791 |
|------------------|--|-----------|------|
| AEWSD | Water deliveries | 70,394.13 | 2792 |
| KCWA | CVC 2018-2019 pumping reconciliation | 1,505.88 | 2793 |
| Kern Machinery | Parts, u-joint, hydraulic cylinder kit | 3,301.45 | 2794 |
| PG&E | Well utilities | 156.20 | 2795 |
| Ruben's Pipeline | Wier repairs | 11,750.00 | 2796 |

TOTAL \$88,343.68

KERN DELTA WATER DISTRICT DISBURSEMENTS RECOMMENDED BY THE BUSINESS AND FINANCE COMMITTEE THURSDAY, APRIL 16, 2020

MARCH SUB TOTAL \$ 246,306.37

| # | PAYEE | AMOUNT | CHECK |
|----|--|--------------|-------|
| 1 | AT&T - telephone service | 304.27 | 43492 |
| 2 | AT&T - mobile service | 33.20 | 43493 |
| 3 | ADMIN. SOLUTIONS - COBRA administration - February 2020 | 45.90 | 43494 |
| 4 | BANK OF AMERICA - maintenance supplies, fuel, parts, lunch, confei | 5,991.50 | 43495 |
| 5 | HOME DEPOT - maintenance supplies | 54.06 | 43496 |
| 6 | K.C. WASTE - dumping fees | 804.77 | 43497 |
| 7 | K.C.W.A 2nd qtr. 2020 O&M and power stand-by | 4,616.46 | 43498 |
| 8 | N.K.W.S.D - March 2020 weather modification | 6,672.50 | 43499 |
| 9 | PG&E - office utilities | 1,004.45 | 43500 |
| 10 | PRINCIPAL LIFE - dental/vision/life insurance premium | 4,200.16 | 43501 |
| 11 | PROGRESSIVE TECH - new phone system | 4,613.93 | 43502 |
| 12 | SPECTRUM - internet access | 256.01 | 43503 |
| 13 | VERIZON - cellular phone service | 639.27 | 43504 |
| 14 | PAYROLL #5 | 59,178.88 | WIRE |
| 15 | PAYROLL PEOPLE #5 | 145.74 | WIRE |
| 16 | EDD-STATE P/R #5 | 3,539.13 | WIRE |
| 17 | EFT-IRS P/R #5 | 20,428.40 | WIRE |
| 18 | LINCOLN LIFE - retirement program | 8,816.48 | WIRE |
| 19 | LINCOLN LIFE - deferred comp. | 3,471.00 | WIRE |
| 20 | MASS MUTUAL - deferred comp. | 1,390.00 | WIRE |
| 21 | PAYROLL #6 | 59,451.01 | WIRE |
| 22 | PAYROLL PEOPLE #6 | 298.33 | WIRE |
| 23 | EDD-STATE P/R #6 | 3,549.22 | WIRE |
| 24 | EFT-IRS P/R #6 | 2,603.11 | WIRE |
| 25 | LINCOLN LIFE - retirement program | 9,308.20 | WIRE |
| 26 | LINCOLN LIFE - deferred comp. | 3,471.00 | WIRE |
| 27 | MASS MUTUAL - deferred comp. | 1,390.00 | WIRE |
| | MARCH 2020 TOTAL | \$452,583.35 | |
| 28 | A-1 ANSWERING SERVICE - answering service | 444.46 | 43505 |
| | ADVANCED DIST parts - #T-3 | 389.66 | 43506 |
| 30 | ADMIN. SOLUTIONS - monthly, COBRA, medical admin. | 560.00 | 43507 |
| 31 | AMERICAN VAN - tool boxes, covers - #225 | 1,325.61 | 43508 |
| 32 | AMERIFUEL - fleet fuel | 304.16 | 43509 |
| 33 | KEVIN ANTONGIOVANNI - director's fee, reissue checks | 600.00 | 43510 |
| | B&B SURPLUS - angle iron, grating | 1,704.83 | 43511 |
| | B.S.&E concrete, cart rental | 307.01 | 43512 |
| 36 | JOHN BIDART - director's fee, misc. meetings | 200.00 | 43513 |

| 37 BLUE PRINT SERV culvert prints | 38.55 | 43514 |
|--|--------------------|-------|
| 38 BUGNI'S - maintenance supplies | 152.21 | 43515 |
| 39 COFFEE BREAK - coffee service | 115.50 | 43516 |
| 40 DONALD COLLINS - director's fee, misc. meetings | 200.00 | 43517 |
| 41 CORE & MAIN - storm drain pipe | 5,436.29 | 43518 |
| 42 COUNTRY TIRE - tires - #326 | 382.37 | 43519 |
| 43 ELLISON, SCHNEIDER & HARRIS - professional services | 183.00 | 43520 |
| 44 FLOYD'S - saw sharpening | 64.00 | 43521 |
| 45 FRANK AND SON'S - replace rear window - #327 | 269.85 | 43522 |
| 46 FLYER'S - fleet fuel | 11,205.02 | 43523 |
| 47 FRED GARONE - director's fee, misc. meetings | 200.00 | 43524 |
| 48 GRAINGER - parts - #T-3 | 152.99 | 43525 |
| 49 GREENFIELD C.W.D water service | 52.16 | 43526 |
| 50 HYD. CONTROLS - hose, fittings, gauge - #T-3 | 251.86 | 43527 |
| 51 HUGHES SURVEYING - surveying - KI right-of-way | 7,090.00 | 43528 |
| 52 INDEPENDENT FIRE - yearly extinguisher maintenance, replacements | 1,528.28 | 43529 |
| 53 IND. MEDICAL - medical screening | 145.00 | 43530 |
| 54 JAMES WATER BANK AUTHORITY - consulting - Kern IRWM Plan | 484.70 | 43530 |
| 55 JIM BURKE - parts - #225, #326, #322, #219, #323, #327, new F-150 | 27,109.94 | 43531 |
| 56 DAVID KAISER - director's fee, misc. meetings | 200.00 | 43532 |
| 57 K.C. RECORDER - S/A redemption | 20.00 | 43534 |
| 58 K.C. WASTE - dumping fee | 1,246.95 | 43535 |
| 59 K.D. BANKING - CVC 2018 & 2019 pumping reconciliation | 376.47 | 43536 |
| 60 LOWE'S - maintenance supplies | 507.85 | 43537 |
| 61 MARCOM GROUP - web site support | 95.00 | 43538 |
| 62 MARANATHA - lawn service | 350.00 | 43539 |
| | 200.00 | 43540 |
| 63 JOEY MENDONCA - director's fee, misc. meetings64 MOSSMAN'S - lunch | 327.02 | 43541 |
| | | 43542 |
| 65 McMURTREY, HARTSOCK & WORTH | 22,530.67 | 43342 |
| General - \$11,050.67 Utility - \$70.00 | | |
| State - \$1,820.00 | | |
| Other - \$9,590.00 | | |
| 66 N.K.W.S.D weather modification, W/M wages | 10,253.62 | 43543 |
| 67 O'REILLY'S - parts - #T-33, #211 | 133.84 | 43544 |
| 68 ORKIN - pest control service | 82.00 | 43545 |
| 69 RODNEY PALLA - director's fee, misc. meetings | 200.00 | 43546 |
| 70 PRICE DISPOSAL - dumping fee | 13.22 | 43547 |
| 71 PROFORMA - employee awards | 294.29 | 43548 |
| 72 QUALITY DIESEL - parts - #T-3 | 168.26 | 43549 |
| • | 4,853.53 | 43549 |
| 73 QUINN - parts - grader #40374 SSD SYSTEMS - alarm service | 4,833.33 197.85 | 43551 |
| | | |
| 75 SCHWEBEL PETROLEUM - exhaust fluid, grease, oil | 1,362.09 271.73 | 43552 |
| 76 SNIDER'S - locks, keys 77 SOILS ENGINEERING McCutchen property USA ticket | | 43553 |
| 77 SOILS ENGINEERING - McCutchen property USA ticket | 400.00 | 43554 |

| 78 SPARKLE - uniform service | 2,028.15 | 43555 |
|---|---------------|-------|
| 79 ROSS SPITZER - director's fee, misc. meetings | 200.00 | 43556 |
| 80 STINSON'S - office supplies, ink cartridges, cleaning supplies | 1,905.72 | 43557 |
| 81 TARGET - Cheetah, Torpedo | 6,944.24 | 43558 |
| 82 TARGET - Cheetah, Torpedo, Roundup | 17,939.91 | 43559 |
| 83 TARGET - squirrel bait | 341.86 | 43560 |
| 84 RICHARD TILLEMA - director's fee, misc. meetings | 200.00 | 43561 |
| 85 UNITED AG - medical insurance premium (2 mo.) | 55,525.86 | 43562 |
| 86 UNITED PHOSPHORUS - Teton | 133,715.69 | 43563 |
| 87 VACUSWEEP - parking lot maintenance | 110.00 | 43564 |
| 88 WELLS FARGO BANKING - bond administrative charge | 4,500.00 | 43565 |
| 89 WEST COAST MAINTENANCE - cleaning service | 721.00 | 43566 |
| 90 WESTAIR GASES - cylinder rentals, gases | 1,100.81 | 43567 |
| 91 ZENITH INSURANCE - premium | 9,879.00 | 43568 |
| APRIL 2020 SUB TOTAL | \$ 340,094.08 | |

KERN DELTA WATER DISTRICT & KDWBP Anticipated Payments - Month End - April 2020

| | | Approximate |
|----------------------------|--|-------------|
| | | amount of |
| Payee | Reason | Payment |
| ASI | Supplemental Medical | 560.00 |
| Bank of America | Management Credit Cards Usage | 6,991.50 |
| Flyers Energy, LLC | Gas and Diesel, March 1 - March 15 | 5,140.33 |
| Home Depot Credit Services | Maintenance Materials | 554.10 |
| Kern County Public Works | Landfill Waste Dumping | 932.40 |
| Lincoln Financial Group | Pension Plan | 9,427.78 |
| Lincoln Life Insurance | Deferred Compensation | 3,046.00 |
| Massachusetts Mutual | Deferred Compensation | 1,340.00 |
| North Kern WSD | Weather Modification | 6,672.50 |
| PG&E | District Office Power Usage | 2,116.60 |
| Principal Life | Dental, Vision, Life Insurance Premium | 4,226.49 |
| Spectrum | Internet Access | 263.00 |
| Verizon | Operations Phones | 639.27 |
| | KDWD Tota | l 41,909.97 |

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of March, 2020, by and among Rosedale Rio-Bravo Water Storage District (Rosedale), Kern Delta Water District (Kern Delta).

WITNESSETH:

WHEREAS, Kern Delta has a payback obligation to The Metropolitan Water District of Southern California (MWD) of up to 50,000 acre-feet in 2020 that it wishes to make a portion of available to Rosedale for an operational exchange; and

WHEREAS, Rosedale has a payback obligation of up to 10,000 acre-feet to Arvin in 2020 that it wishes to make a portion of available to Kern Delta for an operational exchange; and

WHEREAS, Kern Delta and Rosedale desire to enter into a bucket for bucket operational exchange.

NOW, THEREFORE, the undersigned agree as follows:

- 1. Kern Delta will cause Kern Delta water to be delivered to Arvin in the Arvin -Edison Intake Canal within the boundary of Kern Delta, at no cost to Rosedale (Kern Delta Point of Delivery). Points of Delivery shall include eight (8) Kern Delta wells located along the Intake Canal and/or the Kern Delta/Arvin intertie facility at the Kern Island Canal. Kern Delta will pay for all of its pumping and delivery costs to deliver water to Arvin in the Intake Canal. Kern Delta will file the KCWA TRF and pay the associated TRF fees.
- 2. Rosedale will cause Rosedale water to be delivered to the California Aqueduct via the Cross Valley Canal (Rosedale Point of Delivery), or any other point of delivery mutually agreeable to the parties, at no cost to Kern Delta. Rosedale will pay for all of its pumping and delivery costs to deliver water to Kern Delta in the California Aqueduct.
- 3. The operational exchange does not need to be instantaneous. By December 30, 2020, operational exchange totals will be equal at the parties respective Points of Delivery.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first hereinabove set forth.

ROSEDALE RIO-BRAVE WATER STORAGE DISTRICT

KERN DELTA WATER DISTRICT

Bv.

General Manager

General Manager

CONTRACT FOR SERVICES

| This Contract is made on | , 2020, by and between KERN DELTA |
|---|---|
| WATER DISTRICT, with a principal place | e of business at 501 Taft Highway, Bakersfield, |
| California 93307 ("District") and ZEIDERS (| CONSULTING, Bakersfield, California 93314, an |
| independent contractor ("Contractor"). | |

ARTICLE I.

TERM OF CONTRACT

1.01 <u>Term</u>: This Contract will become effective on the date stated above and will continue in effect until the services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE II.

SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.01 <u>Contractor Services</u>: Contractor agrees to provide professional consulting as assigned by the District and accepted by the Contractor.
- 2.02 <u>Method of Performing Services</u>: Contractor will determine the method, details, and means of performing the above-described services.
- 2.03 <u>Status of Contractor</u>: Contractor enters into this Contract, and will remain through the term of this Contract as an independent contractor. Contractor agrees that Contractor is not, and will not become, an employee, partner, agent, or principal of District while this Contract is in effect. Contractor agrees Contractor is not entitled to the rights or benefits afforded to District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employee benefit. Contractor is responsible for providing, at

Contractor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Contractor and for Contractor's employees and subcontractors.

- 2.04 Payment of Income Taxes: Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by District to Contractor for services under this Contract. On request, Contractor will provide District with proof of timely payment. Contractor agrees to indemnify District for any claims, costs, losses, fees, penalties, interest, or damages suffered by District resulting from Contractor's failure to comply with this provision.
- 2.05 <u>Use of Employees or Subcontractors</u>: Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Contract. District may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

ARTICLE III. <u>COMPENSATION</u>

- 3.01 <u>Consideration</u>: In consideration for the services performed by Contractor, District agrees to pay Contractor in accordance with the current Rate-Sheet for Engineering Services and the budget agreed upon for each assignment.
- 3.02 <u>Date for Payment of Compensation</u>: Contractor will submit to District a statement of services rendered at the end of each month. District agrees to pay the amount due to Contractor for services rendered within thirty (30) days of receipt of the statement.
- 3.03 <u>Payment of Expenses</u>: Except as otherwise provided in this Contract, Contractor will be responsible for all expenses incurred in performing services under this Contract.

ARTICLE IV.

OBLIGATIONS OF CONTRACTOR

- 4.01 <u>Minimum Amount of Service</u>: Contractor agrees to devote such time as is necessary to perform the services specified in the "Description of Services" attached to this Contract.
- 4.02 <u>Final Documents</u>: Contractor agrees that all final engineering documents, in conformance with the California Business and Professions Code, produced by Contractor in the course of performing the Description of Services attached to this Contract shall become the property of the District upon completion of the services or termination of the Contract. Contractor shall provide the District one signed and sealed unbound original of the final engineering documents. Contractor shall provide the District with an electronic copy of the final engineering documents in a format acceptable to District.
- 4.03 <u>Non-Exclusive Relationship</u>: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's discretion, deems appropriate.
- 4.04 <u>Tools, Materials, and Equipment</u>: Contractor will supply all tools, materials, labor, and equipment required to perform the services under this Contract.
- 4.05 <u>Workers' Compensation</u>: Contractor agrees to provide workers' compensation insurance for Contractor and Contractor's employees and agents, and agrees to hold harmless, defend with counsel acceptable to District, and indemnify District for any and all claims arising out of any injury, disability, or death of any of Contractor's or its subcontractors' employees or agents.
 - 4.06 <u>Liability Insurance</u>: Contractor agrees to provide the following: Comprehensive

general liability coverage, including bodily injury coverage for not less than One Million Dollars (\$1,000,000.00) per person and not less than One Million Dollars (\$1,000,000.00) per occurrence and property damage coverage for not less than One Million Dollars (\$1,000,000.00). Comprehensive vehicle liability coverage of not less than One Million Dollars (\$1,000,000.00). Workers' Compensation Insurance as required by law. Errors and omissions coverage for not less than One Million Dollars (\$1,000,000.00). A Certificate of Insurance in a form subject to prior approval by District. The District, Board of Directors, Officers, Employees and Agents shall be named as additional insureds in all policies referenced above.

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer shall mail thirty (30) day notice to District.

- 4.07 <u>Contractor's Qualifications</u>: Contractor represents that Contractor has the qualifications and skills necessary to perform, and shall perform the services under this Contract in a competent, professional manner, in accordance with standards practiced in the industry, without the advice or direction of District, and shall at all times possess and maintain any necessary licenses, including any necessary valid driver's license endorsements. Contractor is able to fulfill the requirements of this Contract. Failure to perform all the services required under this Contract constitutes a material breach of the Contract. Contractor has complete and sole discretion for the manner in which the work under this Contract will be performed.
- 4.08 <u>District Drug Policy</u>: Contractor acknowledges that District has adopted a policy of maintaining a drug-free workplace, agrees to abide by the provisions of the District's substance abuse policy, and acknowledges receiving a copy of said policy. Violation of this provision may result in immediate termination of this Contract.
- 4.09 <u>Indemnity</u>: Both District and Contractor respectively agree to indemnify, defend, and hold the other free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs that the other may incur as a result of a breach of any representation or

agreement contained in this Contract by District or Contractor.

4.10 <u>Assignment</u>: Neither this Contract nor any duties or obligations under this Contract may be assigned by Contractor without the prior written consent of District.

ARTICLE V.

OBLIGATIONS OF DISTRICT

- 5.01 <u>Cooperation of Client</u>: District agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Contract.
- 5.02 <u>Assignment</u>: Neither this Contract nor any duties or obligations under this Contract may be assigned by District without the prior written consent of Contractor.

ARTICLE VI.

TERMINATION OF CONTRACT

- 6.01 <u>Termination of Contract</u>: Unless otherwise terminated as provided in this Contract, this Contract will continue in effect until the services provided for in this Contract have been fully and completely performed, and shall terminate unless renewed in writing by both parties.
- 6.02 <u>Termination on Occurrence of Stated Events</u>: This Contract will terminate automatically on the occurrence of any of the following events:
 - a. Bankruptcy or insolvency of either party;
 - b. Sale of the business by either party;
 - c. Dissolution of District:
 - d. Death or Dissolution of Contractor;

Page 5 of 8

- e. Assignment of this Contract by either party without the consent of the other.
- 6.03 <u>Termination for Default</u>: If either party defaults in the performance of this Contract or materially breaches any of its provisions, the non-breaching party may terminate this Contract by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party, or five (5) days after mailing of notice, whichever occurs first. For the purpose of this paragraph, material breach of this Contract includes but is not limited to the following:
 - a. District's failure to pay Contractor;
 - b. Contractor's failure to complete the services required;
 - c. Contractor's material breach of any representation or agreement contained in this Contract;
 - d. District's material breach of any representation or agreement contained in this Contract.
- 6.04 <u>Convenience of Client</u>: This Agreement may be terminated by District if deemed to be in the best interest of District, in which case District shall provide notice to Contractor of District's desired termination, and the effective date by which Contractor shall cease performing work. District shall pay Contractor for all work performed by Contractor up to the effective date.

ARTICLE VII.

CONFIDENTIAL INFORMATION

7.01 <u>Information Furnished by Client</u>: Any written, printed, graphic, or electronically or magnetically recorded information furnished by District for Contractor's use are the sole property of District. This proprietary information includes but is not limited to customer requirements, customer lists, marketing information, and information concerning District's employees, products, services, prices, operations, and subsidiaries. Contractor will keep this

confidential information in the strictest of confidence, and will not disclose it by any means to

any person except with District's approval, and only to the extent necessary to perform the

services under this Contract. This prohibition also applies to Contractor's employees, agents,

and subcontractors. On termination of this Contract, Contractor will return any confidential

information in his possession to Client.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 Notices: Any notices required to be given under this Contract by either party to

the other may be effected by personal delivery in writing or by mail, registered or certified,

postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at

the addresses below, but each party may change the address by giving written notice in

accordance with this paragraph. Notices delivered personally will be deemed communicated as

of actual receipt; mailed notices will be deemed communicated as of three (3) business days after

mailing.

KERN DELTA WATER DISTRICT

Address: 501 Taft Highway

Bakersfield, CA 93307

Attn: General Manager

ZEIDERS CONSULTING

Address: 1655 Greeley Road

Bakersfield, CA 93314

Attn: William Zeiders

Entire Agreement of the Parties: This Contract supersedes any and all other 8.02

agreements, either oral or written, between the parties with respect to the rendering of services

by Contractor for District and contains all of the representations, covenants, and agreements

between the parties with respect to the rendering of those services. Each party to this Contract

acknowledges that no representations, inducements, promises, or agreements, orally or

otherwise, have been made by any party, or anyone acting on behalf of any party, which are not

contained in this Contract, and that no other agreement, statement or promise not contained in

Page 7 of 8

this Contract will be valid or binding. Any modification of this Contract will be effective only if it is in writing, signed by the party to be charged.

- 8.03 <u>Partial Invalidity</u>: If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 8.04 <u>Payment of Money Due Deceased Contractor</u>: If Contractor dies before completing the services under this Contract, any monies due Contractor from District under this Contract as of the date of death will be paid to the Contractor's executors, administrators, heirs, personal representatives, successors and assigns.
- 8.05 <u>Governing Law</u>: This Contract will be governed by and construed in accordance with the laws of the State of California. Venue for any legal action shall be in Kern County, California.

| DISTRICT: | KERN DELTA WATER DISTRICT |
|--|---------------------------|
| | By: |
| CONTRACTOR: | ZEIDERS CONSULTING |
| : Users Lupe Documents DISTRICTS KERN DELTA Contract for Services - blank form.doc | By: Willia Beide |



MASTER DESIGN ENGINEERING SERVICES AGREEMENT

This Master Design Engineering Services Agreement ("Agreement"), effective this_______, 2020, is by and between Kern Delta Water District, a California water special district, ("Client"), and AECOM Technical Services, Inc., a California corporation ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

RECITAL

WHEREAS Client has a need, from time-to-time, to access design engineering services involving multiple tasks for a single project or multiple tasks in support of multiple projects; and

WHEREAS AECOM is willing to provide such design engineering services to Client under the terms and conditions set forth herein based on the particulars of each task.

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 AECOM shall perform the services set forth in one or more specific task orders ("Task Orders"). **EXHIBIT A**, incorporated herein by reference, is the preferred form for such use.
- 1.2 The individual Task Orders will normally include the description of the project ("Project"); the scope of services to be performed under the specific Task Order ("Services"); the schedule for the performance of the Services ("Project Schedule"); deliverables to be provided under the Services ("Deliverables"); special terms and conditions unique to the specific Task Order ("Special Terms and Conditions"); and the designation of the primary representatives for each Party relating to the specific Task Order.
- 1.3 Nothing in this Agreement provides a guaranty that the Client will issue, or that AECOM will accept, any Task Orders. AECOM's decision to decline any Task Order shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require the signatures of both Parties.
- 1.4 It is the expressed intent of the Parties that this Agreement shall be made available to affiliates of AECOM. For the purposes of this Agreement, as it applies to each Task Order, the term "AECOM" shall mean either AECOM as defined above or the affiliate identified in the Task Order. The applicable Task Order shall clearly identify the legal name of the affiliate accepting the Task Order. All rights and responsibilities of AECOM under a Task Order executed by an AECOM affiliate shall belong exclusively to the affiliate.

2. TERM OF AGREEMENT

- 2.1 Upon execution by the Parties, this Agreement shall have the effective date as set forth above and shall remain in force for a period of two years, unless sooner terminated as provided herein or extended in writing by the Parties.
- 2.2 If this Agreement is terminated for any reason, no new Task Orders may be issued, but any existing Task Orders shall remain in full force and subject to this Agreement until the Services under the respective Task Orders have been completed.
- 2.3 Individual Task Orders may be terminated on the same basis as this Agreement.



- 3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with ATTACHMENT 2 of the Task Order ("Compensation and Payment"), incorporated herein by reference and attached hereto.
- **4. NOTICE** Legal notice shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the applicable addresses set forth below:

TO CLIENT:

501 Taft Highway
Bakersfield, CA 93307
Attn: [Project Manager]

TO AECOM:

5001 E. Commercenter Drive, Suite 100 Bakersfield, CA 93309

Attn: Daniel Cronquist, Project Manager

Claims-related notices shall be copied to: AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

- 5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.
- 5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.
- AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). Except as may be required by Task Order, AECOM shall have no responsibility for the construction work to be performed ("Work"), including without limitation (i) construction means, methods, techniques, sequences or procedures; (ii) direction of Contractors' personnel; (iii) quality control of the Work, (iv) selection of construction equipment; (v) coordination of Contractors' work; (vi) placing into operation any plant or equipment; or (vii) Contractors' failure to perform the Work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others



at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

- 5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.
- 5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with Client's approve AECOM design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.
- 5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers, employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. CLIENT'S RESPONSIBILITIES

- 6.1 Client shall provide in writing Client's full requirements and criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 6.2 Client shall furnish to AECOM all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by Client.
- 6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.
- 6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.
- 7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.



8. CONFIDENTIALITY

- 8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.
- 8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and is not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.
- 8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in email, archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

- All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services requires the use of AECOM Intellectual Property, and to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property, solely and to the extent necessary, to achieve the purposes stated in ATTACHMENT 1 of the Task Order.
- 9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.
- 9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.



- 9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in ATTACHMENT 1 of the Task Order. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies ("AECOM Indemnitees"), against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnitees may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, or AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.
- 10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original AECOM design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

- 11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.
- 11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.
- 11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.
- 11.4 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATIONS

- 12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.
- 12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) require AECOM to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to



make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

- 12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.
- **13. CHANGED SITE CONDITIONS** The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.
- **14. MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.
- **15. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").
- 16. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

17. INSURANCE

- 17.1 AECOM will maintain the following insurance coverages and amounts:
 - 17.1.1 Workers Compensation insurance as required by Law;
 - 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee;
 - 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
 - 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
 - 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims for loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.



- 18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Contractors are required to provide to Client relating to their work.
- 19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.
- 20. RISK ALLOCATION & RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER EACH TASK ORDER AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$1,000,000 OR THE ACTUAL PAID COMPENSATION UNDER SUCH TASK ORDER, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN THE APPROPRIATE STATUTE OF LIMITATIONS AS REQUIRED BY LAW.

21. DISPUTE RESOLUTION

- 21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.
- 21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.
- 21.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 21.1 and 21.2 have been met.

22. GOVERNING LAW

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement),



shall be governed by, and enforced in accordance with, the internal laws of the state where the Project is located, (the "State") without giving effect to any laws, rules or provisions of the State that would cause the application of the laws rules or provisions of any jurisdiction other than the State.

23. TERMINATION

- This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. Upon termination, AECOM will be paid for all Services performed up through the termination date.
- 23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING

- 24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.
- 24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies that have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon prior written notice to Client.
- **25. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
- **26. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.
- 27. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Dispute Resolution), 22 (Governing Law), 24 (Assignment and Subcontracting), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be deemed automatically so revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.
- **28. PREPARATION OF THE AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. The Parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.
- 29. SIGNATURES Each Party warrants that the person executing this Agreement has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE



SPECIAL TERMS & CONDITIONS

31.

Executed amendments to this Master Design Engineering Services Agreement Master Design Engineering Services Agreement, Article 31 Master Design Engineering Services Agreement, Articles 1 through 30 and 32 **Executed Task Orders** Other contract documents

Client may use its standard business forms (such as purchase orders) to administer any agreement between AECOM and Client, but use of such forms shall be for convenience purposes only, and any handwritten or typed provision in conflict with the terms of this Agreement, including these Terms and Conditions, and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

| None | |
|--|--|
| understandings of the Parties and supersedes any | contains all of the promises, representations and previous understandings, commitments, proposals or hall not be altered, changed, or amended except as set xecuted by both Parties. |
| AECOM Technical Services, Inc. | CLIENT: Kern Delta Water District |
| Signature | Signature |
| Ben Horn Printed Name | Printed Name |
| Engineering Manager Printed Title | Printed Title |
| Date | Date |
| 5001 E. Commercenter Drive, Suite 100 Bakersfield, CA 93309 | 501 Taft Highway Bakersfield, CA 93307 |
| (End o | f page) |



| AECOM Project Name: | |
|---------------------|--|
| AECOM Project No.: | |
| Task Order No.: | |
| | |

EXHIBIT A

| | | SAMPLE TASK ORDER FORM | |
|--------|---|--|--|
| Master | Design Engineering Ser | c Order"), with an effective date of, 20_, is issued under the vices Agreement ("Agreement") dated, 20by and ("Client") and aoreferred to individually as ("Party") and collectively as ("Parties"). | |
| The Pa | arties agree as follows: | | |
| 1. | Upon execution by the Pa | arties, this Task Order is hereby incorporated by reference into the | |
| 2. | The following Attachment | s are hereby incorporated into this Task Order by reference: | |
| | Attachment 1 Task Orde Attachment 2 Task Orde | er Services, Schedule and Deliverables er Compensation | |
| 3. | B. Project Managers The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order: | | |
| | AECOM: | | |
| | Name | | |
| | Title | | |
| | Phone Number | | |
| | Email Address | | |
| | Client: | | |
| | Name | | |
| | Title | | |
| | Phone Number | | |
| | Email Address | | |
| | | | |

- 4 All other terms and conditions of the Agreement remain unchanged.
- 5 Each Party represents that the person executing this Task Order has the necessary legal authority to do so on behalf of the respective Party.



| AECOM Technical Services, Inc. | CLIENT: |
|--------------------------------|---------------|
| | |
| Signature | Signature |
| | |
| Printed Name | Printed Name |
| | |
| Printed Title | Printed Title |
| Date | Date |
| Address | Address |
| | |



| AECOM Project Number: | |
|------------------------------|--|
| AECOM Project Name: | |
| Task Order No.: | |

Attachment 1

Task Order Services, Schedule and Deliverables (Sample)

| 1. | Services: | |
|----|--------------------------|--|
| | | |
| | | |
| | | |
| 2. | Schedule: | |
| | | |
| | | |
| | | |
| 3. | <u>Deliverables</u> : | |
| | | |
| | | |
| 4. | Task Order Special Terms | and Conditions Only Applicable to this Task Order: |
| | | |
| | | |
| | | , |

(End of page)



| AECOM Project Number: | |
|------------------------------|--|
| AECOM Project Name: | |
| Task Order No.: | |

Attachment 2

| Compensation and Payment (Sample) | | | | |
|-----------------------------------|--|---|--|--|
| 1. basi | | ttachment 1 will be compensated on the following | | |
| [] Any | Advance retainer of [\$ <i>Numerical Amount</i>] The remainder will be returned to Client within 30 days | e advance retainer is to be applied to the final invoice. s of receipt of final payment. | | |
| [] | Time & Material - See Section 2.1 for Hourly L | abor Rates | | |
| [] | Time and Materials with a Not-to-Exceed ("NTE") Rates (<u>if applicable</u>) are as in Section 2.1 bell NTE cap. | amount of (\$ Numerical Amount). The Hourly Labor ow. Reimbursable expenses are included in the overall | | |
| [] | Lump Sum [\$]: | | | |
| | Milestone/Deliverable & Date | Payment Amount \$ Numerical Amount | | |
| [] | Cost Plus Fixed Fee: [Cost \$ Numerical Amou | unt and Fee \$ Numerical Amount] | | |
| [] | Other: | | | |
| | | | | |
| 2. | RATE SCHEDULE Compensation shall be ba | sed on the following Hourly Labor Rate Schedule: | | |
| | | | | |
| 2.1 | HOURLY LABOR RATE SCHEDULE | | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ \$ | | |
| | 1 | I 30 | | |



- 2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.
- 2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.
- **3. REIMBURSABLE EXPENSES** Reimbursable expenses are actual expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.
- **4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Task Order.
- 5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6. PAYMENT

- 6.1 If payment is based on a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.
- 6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. The Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, the Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 10% per year (0.83% per month) on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.
- 6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.
- 6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.
- 6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.
- 6.5 Client shall make payments to AECOM using one of the following methods:
- 6.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc. 1178 Paysphere Circle Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.

Bank Name: Bank of America



Address1: Building D

Address2: 2000 Clayton Road

City/State/Zip: Concord, CA 94520-2425

Account Number: 5800937020 ABA Routing Number: 071000039

6.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.

Bank Name: Bank of America Address: 100 West 33rd St

City/State/Zip: New York, NY 10001 Account Number: 5800937020 ABA Routing Number: 026009593

SWIFT Code: BOFAUS3N

6.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

Tab III



KERN DELTA WATER DISTRICT MINUTES OF THE BUSINESS & FINANCE COMMITTEE Thursday, April 16, 2020

<u>Thursday, April 16, 2020 10:10 A.M. – 11:38 A.M.</u>

DIRECTORS PRESENT: Antongiovanni, Tillema; Via Phone: Bidart

OTHERS PRESENT: General Manager Mulkay, COO Teglia, Assistant GM Bellue, Controller Duncan

1. CONSIDER ANY PROPOSED ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

2. PUBLIC COMMENTS

None

3. <u>INFORMATIONAL</u>

- a. Staff updated the Business & Finance Committee on the status of the District's 2019 Financial Statements in preparation for the upcoming annual audit.
- b. Staff informed the Business & Finance Committee of the District's intent to review and possibly engage a new fleet fuel vendor at a savings in cost.

4. ACTION

a. M/S/C (Tillema/Bidart) (yes – 3, no – 0): The Business & Finance Committee recommends the Board approve the March and April 2020 District Accounts Payable Invoices, the anticipated April 2020 end of month Accounts Payable Invoices, and the March 2020 District and Water Banking Project Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

5. FUTURE ITEMS

- a. Staff updated the Business & Finance Committee on the annual audit of the District's 2019 financial statements scheduled to begin the week of May 18, 2020.
- b. Staff will present a proposal to upgrade the current Sage AccPac accounting system at the next meeting of the Business & Finance Committee.
- 6. Closed Session (54957.6) Declared at 10:35 a.m.

Regular Session Declared at 11:37 a.m. No action was taken that required disclosure under the Brown Act at this time.

| Meeting was adjourned at 11:38 a.m. | |
|-------------------------------------|--|
| Respectfully submitted, | |
| | |
| Kevin Antongiovanni, Chairman | |

KERN DELTA WATER DISTRICT DISBURSEMENTS RECOMMENDED BY THE BUSINESS AND FINANCE COMMITTEE THURSDAY, APRIL 16, 2020

MARCH SUB TOTAL \$ 246,306.37

| # | PAYEE | AMOUNT | CHECK |
|----|--|--------------|-------|
| 1 | AT&T - telephone service | 304.27 | 43492 |
| 2 | AT&T - mobile service | 33.20 | 43493 |
| 3 | ADMIN. SOLUTIONS - COBRA administration - February 2020 | 45.90 | 43494 |
| 4 | BANK OF AMERICA - maintenance supplies, fuel, parts, lunch, conference | 5,991.50 | 43495 |
| 5 | HOME DEPOT - maintenance supplies | 54.06 | 43496 |
| 6 | K.C. WASTE - dumping fees | 804.77 | 43497 |
| 7 | K.C.W.A 2nd qtr. 2020 O&M and power stand-by | 4,616.46 | 43498 |
| 8 | N.K.W.S.D - March 2020 weather modification | 6,672.50 | 43499 |
| 9 | PG&E - office utilities | 1,004.45 | 43500 |
| 10 | PRINCIPAL LIFE - dental/vision/life insurance premium | 4,200.16 | 43501 |
| 11 | PROGRESSIVE TECH - new phone system | 4,613.93 | 43502 |
| 12 | SPECTRUM - internet access | 256.01 | 43503 |
| 13 | VERIZON - cellular phone service | 639.27 | 43504 |
| 14 | PAYROLL #5 | 59,178.88 | WIRE |
| 15 | PAYROLL PEOPLE #5 | 145.74 | WIRE |
| 16 | EDD-STATE P/R #5 | 3,539.13 | WIRE |
| 17 | EFT-IRS P/R #5 | 20,428.40 | WIRE |
| 18 | LINCOLN LIFE - retirement program | 8,816.48 | WIRE |
| 19 | LINCOLN LIFE - deferred comp. | 3,471.00 | WIRE |
| 20 | MASS MUTUAL - deferred comp. | 1,390.00 | WIRE |
| 21 | PAYROLL #6 | 59,451.01 | WIRE |
| 22 | PAYROLL PEOPLE #6 | 298.33 | WIRE |
| 23 | EDD-STATE P/R #6 | 3,549.22 | WIRE |
| 24 | EFT-IRS P/R #6 | 2,603.11 | WIRE |
| 25 | LINCOLN LIFE - retirement program | 9,308.20 | WIRE |
| 26 | LINCOLN LIFE - deferred comp. | 3,471.00 | WIRE |
| 27 | MASS MUTUAL - deferred comp. | 1,390.00 | WIRE |
| | MARCH 2020 TOTAL | \$452,583.35 | |
| | | | |
| 28 | A-1 ANSWERING SERVICE - answering service | 444.46 | 43505 |
| 29 | ADVANCED DIST parts - #T-3 | 389.66 | 43506 |
| 30 | ADMIN. SOLUTIONS - monthly, COBRA, medical admin. | 560.00 | 43507 |
| 31 | AMERICAN VAN - tool boxes, covers - #225 | 1,325.61 | 43508 |
| 32 | AMERIFUEL - fleet fuel | 304.16 | 43509 |
| 33 | KEVIN ANTONGIOVANNI - director's fee, misc. meetings, reissue checks | 600.00 | 43510 |
| 34 | B&B SURPLUS - angle iron, grating | 1,704.83 | 43511 |
| 35 | B.S.&E concrete, cart rental | 307.01 | 43512 |
| 36 | JOHN BIDART - director's fee, misc. meetings | 200.00 | 43513 |

| 37 BLUE PRINT SERV culvert prints | 38.55 | 43514 |
|--|-----------|-------|
| 38 BUGNI'S - maintenance supplies | 152.21 | 43515 |
| 39 COFFEE BREAK - coffee service | 115.50 | 43516 |
| 40 DONALD COLLINS - director's fee, misc. meetings | 200.00 | 43517 |
| 41 CORE & MAIN - storm drain pipe | 5,436.29 | 43518 |
| 42 COUNTRY TIRE - tires - #326 | 382.37 | 43519 |
| 43 ELLISON, SCHNEIDER & HARRIS - professional services | 183.00 | 43520 |
| 44 FLOYD'S - saw sharpening | 64.00 | 43521 |
| 45 FRANK AND SON'S - replace rear window - #327 | 269.85 | 43522 |
| 46 FLYER'S - fleet fuel | 11,205.02 | 43523 |
| 47 FRED GARONE - director's fee, misc. meetings | 200.00 | 43524 |
| 48 GRAINGER - parts - #T-3 | 152.99 | 43525 |
| 49 GREENFIELD C.W.D water service | 52.16 | 43526 |
| 50 HYD. CONTROLS - hose, fittings, gauge - #T-3 | 251.86 | 43527 |
| 51 HUGHES SURVEYING - surveying - KI right-of-way | 7,090.00 | 43528 |
| 52 INDEPENDENT FIRE - yearly extinguisher maintenance, replacements | 1,528.28 | 43529 |
| 53 IND. MEDICAL - medical screening | 145.00 | 43530 |
| 54 JAMES WATER BANK AUTHORITY - consulting - Kern IRWM Plan | 484.70 | 43531 |
| 55 JIM BURKE - parts - #225, #326, #322, #219, #323, #327, new F-150 | 27,109.94 | 43532 |
| 56 DAVID KAISER - director's fee, misc. meetings | 200.00 | 43533 |
| 57 K.C. RECORDER - S/A redemption | 20.00 | 43534 |
| 58 K.C. WASTE - dumping fee | 1,246.95 | 43535 |
| 59 K.D. BANKING - CVC 2018 & 2019 pumping reconciliation | 376.47 | 43536 |
| 60 LOWE'S - maintenance supplies | 507.85 | 43537 |
| 61 MARCOM GROUP - web site support | 95.00 | 43538 |
| 62 MARANATHA - lawn service | 350.00 | 43539 |
| 63 JOEY MENDONCA - director's fee, misc. meetings | 200.00 | 43540 |
| 64 MOSSMAN'S - lunch | 327.02 | 43541 |
| 65 McMURTREY, HARTSOCK & WORTH | 22,530.67 | 43542 |
| General - \$11,050.67 | | |
| Utility - \$70.00 | | |
| State - \$1,820.00 | | |
| Other - \$9,590.00 | | |
| 66 N.K.W.S.D weather modification, W/M wages | 10,253.62 | 43543 |
| 67 O'REILLY'S - parts - #T-33, #211 | 133.84 | 43544 |
| 68 ORKIN - pest control service | 82.00 | 43545 |
| 69 RODNEY PALLA - director's fee, misc. meetings | 200.00 | 43546 |
| 70 PRICE DISPOSAL - dumping fee | 13.22 | 43547 |
| 71 PROFORMA - employee awards | 294.29 | 43548 |
| 72 QUALITY DIESEL - parts - #T-3 | 168.26 | 43549 |
| 73 QUINN - parts - grader #403 | 4,853.53 | 43550 |
| 74 SSD SYSTEMS - alarm service | 197.85 | 43551 |
| 75 SCHWEBEL PETROLEUM - exhaust fluid, grease, oil | 1,362.09 | 43552 |
| 76 SNIDER'S - locks, keys | 271.73 | 43553 |
| 77 SOILS ENGINEERING - McCutchen property USA ticket | 400.00 | 43554 |
| 1 1 | | |

| 78 SPARKLE - uniform service | 2,028.15 | 43555 |
|---|---------------|-------|
| 79 ROSS SPITZER - director's fee, misc. meetings | 200.00 | 43556 |
| 80 STINSON'S - office supplies, ink cartridges, cleaning supplies | 1,905.72 | 43557 |
| 81 TARGET - Cheetah, Torpedo | 6,944.24 | 43558 |
| 82 TARGET - Cheetah, Torpedo, Roundup | 17,939.91 | 43559 |
| 83 TARGET - squirrel bait | 341.86 | 43560 |
| 84 RICHARD TILLEMA - director's fee, misc. meetings | 200.00 | 43561 |
| 85 UNITED AG - medical insurance premium (2 mo.) | 55,525.86 | 43562 |
| 86 UNITED PHOSPHORUS - Teton | 133,715.69 | 43563 |
| 87 VACUSWEEP - parking lot maintenance | 110.00 | 43564 |
| 88 WELLS FARGO BANKING - bond administrative charge | 4,500.00 | 43565 |
| 89 WEST COAST MAINTENANCE - cleaning service | 721.00 | 43566 |
| 90 WESTAIR GASES - cylinder rentals, gases | 1,100.81 | 43567 |
| 91 ZENITH INSURANCE - premium | 9,879.00 | 43568 |
| APRIL 2020 SUB TOTAL | \$ 340,094.08 | |

KERN DELTA WATER DISTRICT & KDWBP Anticipated Payments - Month End - April 2020

| Payee | Reason | Approximate amount of Payment |
|----------------------------|--|-------------------------------------|
| ASI | Supplemental Medical | 560.00 |
| Bank of America | Management Credit Cards Usage | 6,991.50 |
| Flyers Energy, LLC | Gas and Diesel, March 1 - March 15 | 5,140.33 |
| Home Depot Credit Services | Maintenance Materials | 554.10 |
| Kern County Public Works | Landfill Waste Dumping | 932.40 |
| Lincoln Financial Group | Pension Plan | 9,427.78 |
| Lincoln Life Insurance | Deferred Compensation | 3,046.00 |
| Massachusetts Mutual | Deferred Compensation | 1,340.00 |
| North Kern WSD | Weather Modification | 6,672.50 |
| PG&E | District Office Power Usage | 2,116.60 |
| Principal Life | Dental, Vision, Life Insurance Premium | 4,226.49 |
| Spectrum | Internet Access | 263.00 |
| Verizon | Operations Phones | 639.27 |
| | KDWD To | tal 41,909.97 |

Kern Delta Water District Balance Sheet As of March 31, 2020

| <u>Assets</u> | | March 31, 2020 | F6 | ebruary 29, 2020 | Month-to- Month Variance | | |
|---|----|--|----|--|--------------------------------|--------------------------------|--|
| Current Assets: | | | | | | | |
| Cash & Securities in Bank Accounts Receivable Due From KDWBP | \$ | 20,523,514 926,479 | \$ | 20,359,792 1,212,684 | \$ | 163,722 (286,206) | |
| Inventories & Prepaid Expenses | | 270,078 | | - 152,798 | | - 117,280 | |
| Total Current Assets | | 21,720,071 | | 21,725,275 | | (5,203) | |
| | | | | | | , | |
| Fixed Assets District Structures, Rights of Way CVC Expansion Machinery & Equipment | \$ | 13,725,807 8,622,495 1,494,651 23,842,953 | \$ | 13,727,378 8,622,495 1,493,221 23,843,094 | \$ | (1,571) - 1,430 (141) | |
| | | | | , , | | , , | |
| Accumulated Depreciation Net Fixed Assets | | (6,330,838) | | (6,289,838) | | (41,000) | |
| Net Fixed Assets | | 17,512,115 | | 17,553,256 | | (41,141) | |
| Investment in Joint Powers Authority Investment in MET Program | \$ | 17,482 8,890,130 | \$ | 17,482 8,890,130 | \$ | - | |
| Total Assets | \$ | 48,139,799 | \$ | 48,186,143 | \$ | (46,344) | |
| Liabilities & Equity Current Liabilities: Trade Accounts Payable Accrued Liabilities Total Current Liabilities | \$ | 321,310 131,253 452,563 | \$ | 268,368 125,820 394,188 | \$ | 52,942 5,433 58,375 | |
| Long-Term Liabilities: | | | | | | | |
| Bonds & COP Borrowing Bonds Premium & Costs Total Long-Term Liabilities | \$ | 4,230,000 168,032 4,398,032 | \$ | 4,230,000 168,032 4,398,032 | \$ | - - - | |
| . e.a. zeng . e.m zazmae | - | .,000,002 | | .,000,002 | | | |
| Total Liabilities | | 4,850,595 | | 4,792,220 | | 58,375 | |
| Equity: | | | | | | | |
| Equity From Past Years Accumulative Equity - Current Year | \$ | 44,371,448 (1,082,244) | \$ | 44,216,125 (822,201) | \$ | 155,323 (260,042) | |
| Total Liabilities & Equity | \$ | 48,139,799 | \$ | 48,186,143 | \$ | (46,344) | |

Kern Delta Water District Cash Variance Analysis March 31, 2020

Cash Received:

| Accounts Receivable Collections | 574,986 |
|---------------------------------------|-----------|
| Share of Property Tax Receipts | 57,968 |
| Interest Received | 107 |
| | 633,061 |
| Cash Disbursed: Accounts Payable Paid | (274,298) |
| Payrolls Paid | (195,041) |
| | (469,339) |
| | |
| Net positive/(negative) variance | 163,722 |

Kern Delta Water District Accounts Receivable Variance Analysis March 31, 2020

Revenue Added to Accounts:

| Water Sales - Utility Water | 122,150 |
|-----------------------------|---------|
| Seepage Revenue | 155,323 |
| District Wells Revenue | 335 |
| Other Misc Revenues | 10,972 |
| | 288,780 |

Cash Received on Account:

| Net positive/(negative) variance | (286,206) |
|----------------------------------|-----------|
| | (574,986) |
| Interest Payments | |
| | (574,986) |
| Assessments Payments | (124,592) |
| Misc Payments | (284,913) |
| Water Payments | (165,481) |

Kern Delta Water District Inventory/Prepaids Variance Analysis March 31, 2020

| Additions to Accounts: | |
|--|-------------|
| Weed Control Chemicals Purchased | 141,002 |
| Prepaid Additions | 3,213 |
| | 144,215 |
| Usage/Amortization: | |
| Chemicals Consumed During Month | (16,722) |
| Amortization of Prepaid Accounts | (10,213) |
| | (26,935) |
| | |
| Net positive/(negative) variance | 117,280 |
| | |
| | |
| Kern Delta Water District Inventory/Prepaids Variance Analysis March 31, 2020 | |
| Inventory/Prepaids Variance Analysis | |
| Inventory/Prepaids Variance Analysis March 31, 2020 | _ |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: | - - |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: Weed Control Chemicals Purchased Prepaid Additions | - - - |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: Weed Control Chemicals Purchased Prepaid Additions Usage/Amortization: | - - - |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: Weed Control Chemicals Purchased Prepaid Additions | - - - |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: Weed Control Chemicals Purchased Prepaid Additions Usage/Amortization: Chemicals Consumed During Month | - - - |
| Inventory/Prepaids Variance Analysis March 31, 2020 Additions to Accounts: Weed Control Chemicals Purchased Prepaid Additions Usage/Amortization: Chemicals Consumed During Month | - - - |

Kern Delta Water District Income Statement Through the Month Ended March 31, 2020

| | 1 | Actual Current Month | Δ | actual Year to Date | | Annual Budget | YTD as % of Annual Budget (Target is 25%) | R | Budget emaining |
|--|----|----------------------------|----|------------------------|----|------------------|---|----|--------------------|
| INCOME: | | | | | | | | | |
| State water sales | \$ | - | \$ | _ | \$ | 996,706 | 0% | \$ | 996,706 |
| Utility water sales | | 122,150 | | 403,926 | | 3,214,297 | 13% | | 2,810,371 |
| COB/Cal Water/GCWD Revenue | | - | | - | | 816,000 | 0% | | 816,000 |
| Equalization | | - | | 9,147 | | 9,147 | 100% | | 0 |
| Assessments | | (0) | | 1,013,183 | | 1,014,767 | 100% | | 1,584 |
| Share of county tax | | 57,968 | | 211,026 | | 4,316,386 | 5% | | 4,105,360 |
| ILRP Contract Revenue | | - | | - | | - | | | - |
| Interest income | | 107 | | 71,435 | | 320,000 | 22% | | 248,565 |
| Other income | | 3,955 | | 136,715 | | 175,000 | 78% | | 38,285 |
| Water Transfer Charges | | - | | 365,500 | | 731,000 | 50% | | 365,500 |
| Water Banking Expense Reimbursement | _ | - | _ | - | _ | 150,000 | 0% | _ | 150,000 |
| Total income | \$ | 184,181 | \$ | 2,210,932 | \$ | 11,743,303 | 19% | \$ | 9,532,372 |
| EXPENSE: | | | | | | | | | |
| Source of supply: | | | | | | | | | |
| State water costs | \$ | - | \$ | 1,947,293 | \$ | 2,725,000 | 71% | \$ | 777,707 |
| Exchange fees | | - | | - | | 76,500 | 0% | | 76,500 |
| Watermaster, City, Isabella | | 8,323 | | 15,608 | | 361,400 | 4% | | 345,792 |
| Miscellaneous source costs | | - | | 10,098 | | 500,000 | 2% | | 489,902 |
| Total Source of supply | \$ | 8,323 | \$ | 1,972,999 | \$ | 3,662,900 | 54% | \$ | 1,689,901 |
| Transmission and Distribution: | | | | | | | | | |
| Labor | \$ | 194,426 | \$ | 556,564 | \$ | 2,217,409 | 25% | \$ | 1,660,845 |
| Employee benefits | | 30,044 | | 141,671 | | 741,811 | 19% | | 600,140 |
| Maintenance & Repairs | | 61,073 | | 118,262 | | 1,141,803 | 10% | | 1,023,541 |
| Total Transmission and Distribution | \$ | 285,543 | \$ | 816,496 | \$ | 4,101,023 | 20% | \$ | 3,284,527 |
| Administrative & other costs: | | | | | | | | | |
| Engineering consultant | \$ | 601 | \$ | 601 | \$ | 50,000 | 1% | \$ | 49,399 |
| Legal consultants | | 13,011 | | 54,593 | | 250,000 | 22% | | 195,407 |
| Special legal/engineering | | 9,703 | | 18,330 | | 100,000 | 18% | | 81,670 |
| Kern River GSA | | - | | - | | 200,000 | 0% | | 200,000 |
| Insurance | | 7,216 | | 30,729 | | 163,663 | 19% | | 132,934 |
| Office operations | | 18,116 | | 98,515 | | 327,313 | 30% | | 228,798 |
| Special expenses (see Footnote below): | | 60,710 | | 177,912 | | 557,518 | 32% | | 379,606 |
| Bond Interest expense | | - | | - | | 138,863 | 0% | | 138,863 |
| Depreciation | _ | 41,000 | | 123,000 | _ | 492,000 | N/A | _ | 369,000 |
| Total adminstrative & other | \$ | 150,357 | \$ | 503,680 | \$ | 2,279,357 | 22% | \$ | 1,775,677 |
| Total expenses | \$ | 444,223 | \$ | 3,293,175 | \$ | 10,043,280 | 33% | \$ | 6,750,105 |
| Net Fav/(Unfav) Operating Results | \$ | (260,042) | \$ | (1,082,244) | \$ | 1,700,023 | | \$ | 2,782,267 |

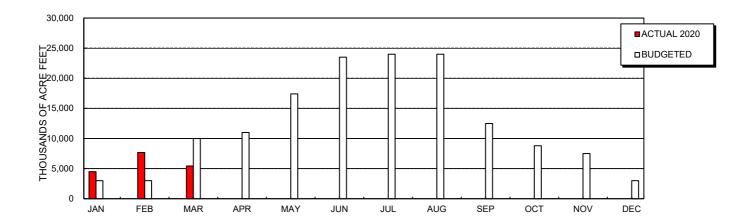
TREASURER'S REPORT

March 2020

| | | | 2020 | 2019 | 2018 | | 2017 |
|--------------------------------------|---------------|----|-------------|-------------------|-------------------|----|-------------|
| Cash & Securities on hand - March 1 | | \$ | 20,359,792 | \$ 16,635,880 | \$ 13,650,087 | \$ | 9,454,009 |
| Add: March receipts | | | 633,061 | 393,528 | 482,466 | | 316,283 |
| Less: March disbursements | | | 469,339 | 1,846,286 | 490,332 | | 722,780 |
| Cash & Securities on hand - March 3 | 31, 2020 | \$ | 20,523,514 | \$ 15,183,122 | \$ 13,642,221 | \$ | 9,047,511 |
| Petty Cash | \$ 500 | | | | | | |
| Citizens Business Bank | 760,314 | | | | | | |
| Kern County Treasury | 18,512,700 | | | | | | |
| CBB Trust/LPL Financial | 1,250,000 | | | | | | |
| | \$ 20,523,514 | | | | | | |
| Restricted Reserves: | | l | | | | ı | |
| Restricted Reserve Fund - General I | Manager | \$ | (300,000) | \$ (300,000) | \$ - | \$ | - |
| Unrestricted Reserves: | | | | | | | |
| 2015-A COP Reserve Fund | | | (372,600) | (372,600) | (372,600) | | (372,600) |
| Employee Medical/Dental Benefits | | | (249,624) | (311,715) | (336,822) | | (370,233) |
| Pipeline Maintenance | | | (213,845) | (213,845) | (213,845) | | (213,845) |
| Water Rights Protection & Litigation | Reserve | | (3,212,744) | (3,292,137) | (3,350,562) | | (3,697,264) |
| Total Reserves | | \$ | (4,348,812) | \$ (4,490,297) | \$ (4,273,829) | \$ | (4,653,942) |
| Cash Available - March 31, 2020 | | \$ | 16,174,702 | \$ 10,692,825 | \$ 9,368,392 | \$ | 4,393,570 |

Kern Delta Water District Monthly Water Sales Volume in Acre Feet

| | 2019 | | 2020 | | | | | | | | | | |
|-----|---------|---------|---------|---------|--------|-----------|-------|-------------|-------|-----------|--------|--------|--|
| | Actual | Bud | geted | | Actual | | | | | | | | |
| | (Accum- | | (Accum- | | | onthly | | Accumulated | | | | % of | |
| | ulated) | Monthly | ulated) | Utility | State | Contracts | Total | Utility | State | Contracts | Total | Budget | |
| JAN | 5,974 | 3,000 | 3,000 | 4,371 | 0 | 117 | 4,488 | 4,371 | 0 | 117 | 4,488 | 150% | |
| FEB | 8,134 | 3,000 | 6,000 | 7,356 | 0 | 325 | 7,681 | 11,727 | 0 | 442 | 12,169 | 203% | |
| MAR | 14,331 | 10,000 | 16,000 | 5,018 | 0 | 413 | 5,431 | 16,744 | 0 | 855 | 17,600 | 110% | |
| APR | 30,287 | 11,000 | 27,000 | | | | 0 | | | | | | |
| MAY | 45,512 | 17,400 | 44,400 | | | | 0 | | | | | | |
| JUN | 72,976 | 23,500 | 67,900 | | | | 0 | | | | | | |
| JUL | 101,995 | 24,000 | 91,900 | | | | 0 | | | | | | |
| AUG | 127,068 | 24,000 | 115,900 | | | | 0 | | | | | | |
| SEP | 141,308 | 12,500 | 128,400 | | | | 0 | | | | | | |
| ОСТ | 150,924 | 8,800 | 137,200 | | | | 0 | | | | | | |
| NOV | 156,390 | 7,500 | 144,700 | | | | 0 | | | | | | |
| DEC | 157,506 | 3,000 | 147,700 | | | | 0 | | | | | | |



KERN DELTA WATER DISTRICT

Aged Accounts Receivable Past Due Accounts April 21, 2020

| Account | Name | 0-30 Days | 31-60 Days | 61-90 Days | Over 90 Days | Total Past Due |
|---------|-------------------------------|--------------|---------------|---------------|-----------------|-------------------|
| 887 | Forney, Bruce | 4.59 | 4.52 | 4.45 | 296.63 | 310.19 |
| 897 | Poncetta, David | 1,628.31 | - | - | - | 1,628.31 |
| 1270 | Jassar, Sikander & Daljeet | 748.93 | - | - | - | 748.93 |
| 3529 | Sanchez, Alfredo | 293.86 | - | - | - | 293.86 |
| 4511 | Samra, Sukhmander & Karamjeet | 502.50 | - | - | - | 502.50 |
| 4682 | Olam Farming | 2,830.90 | - | - | - | 2,830.90 |
| 5277 | Aria, Rosa | 1,212.76 | - | - | - | 1,212.76 |
| 5583 | Sanchez, Orlando | 3.34 | 3.29 | 3.24 | 216.15 | 226.02 |
| | OTHER | 206.07 | 1.03 | 1.01 | 67.47 | 275.58 |
| | | 7,431.26 | 8.84 | 8.70 | 580.25 | 8,029.05 |

Kern Delta Water Banking Project Balance Sheet March 31, 2020

Assets

| <u> </u> | | | | | _ | 41. 4. |
|--|----|-------------------------|----|---------------------|----|---------------------------------|
| | | March 31, 2020 | F | ebruary 29, 2020 | | /lonth-to- Month Variance |
| Current Assets: | | | | | | - |
| Cash & Securities in Bank Due from Metropolitan Water District | \$ | 13,160,095 1,238,903 | \$ | 13,272,991 | \$ | (112,896) 1,238,903 |
| Inventory and Prepaids | _ | 98,144 | | 98,144 | | <u> </u> |
| Total Current Assets | \$ | 14,497,142 | \$ | 13,371,135 | \$ | 1,126,007 |
| Fixed Assets at cost less depreciation: | | | | | | |
| All structures | \$ | 58,901,177 | \$ | 58,901,177 | \$ | - |
| Machinery and equipment | | 418,064 | | 418,064 | | - |
| | \$ | 59,319,241 | \$ | 59,319,241 | \$ | - |
| Less: Accumulated depreciation | • | (9,509,484) | • | (9,415,484) | | (94,000) |
| Total fixed assets | \$ | 49,809,757 | \$ | 49,903,757 | \$ | (94,000) |
| Total Assets | \$ | 64,306,899 | \$ | 63,274,891 | \$ | 1,032,007 |
| <u>Liabilities & Equity</u> | | | | | | |
| Current Liabilities: | | | | | | |
| Trade accounts payable | \$ | - | \$ | - | \$ | - |
| Total current liabilities | \$ | - | \$ | - | \$ | - |
| Equity: | | | | | | |
| Contributions to equity - KDWD (Land purchases) | \$ | 8,890,130 | \$ | 8,890,130 | \$ | - |
| Equity from past years | | 55,876,911 | | 54,720,152 | | 1,156,759 |
| Equity enhanced this year | | (460,142) | | (335,390) | | (124,752) |
| Total Equity | \$ | 64,306,899 | \$ | 63,274,891 | \$ | 1,032,007 |
| Total Liabilities & Equity | \$ | 64,306,899 | \$ | 63,274,891 | \$ | 1,032,007 |

Kern Delta Water Banking Project Cash Variance Analysis March 31, 2020

Cash Received:

| Received From KDWD - CVC Ops/Power | 55,627 |
|------------------------------------|-----------|
| Received From ID#4 - CVC Ops/Power | 55,627 |
| Interest Received | 52 |
| | 111,305 |
| Cash Disbursed: | |
| Accounts Payable Paid | (224,202) |
| | (224,202) |
| | |
| Net positive/(negative) variance | (112,896) |

Kern Delta Water Banking Project Income Statement Through the Period Ended March 31, 2020

| | Current Month | | | Year to Date | | |
|---|------------------|-----------|----|-----------------|--|--|
| INCOME: | | | | | | |
| MET Revenues | \$ | - | \$ | - | | |
| Water Sales | | - | | - | | |
| Interest Income | | 52 | | 12,853 | | |
| Total of all income | \$ | 52 | \$ | 12,853 | | |
| Transfer and Exchange Fees: | | | | | | |
| Wheeling Fees | | (70,394) | | (70,394) | | |
| Total Exchange Fees | \$ | (70,394) | \$ | (70,394) | | |
| Other Costs | | | | | | |
| Power - KB1-8, KDW1-2 | \$ | 764 | \$ | 1,712 | | |
| Power - AE1, AE2, AE3, AE4 | | 765 | | 1,743 | | |
| Power - BV1, BV2, BV3, BV4, BV5 | | 165 | | 333 | | |
| CVC Operating Costs | | 110,478 | | 220,955 | | |
| CVC Power Costs | | 776 | | 1,552 | | |
| O&M Spreading | | (11,750) | | 34,301 | | |
| Other O&M & Miscellaneous Costs | | - | | 793 | | |
| Legal & Accounting | | - | | - | | |
| Depreciation | | 94,000 | | 282,000 | | |
| Total Other Costs | \$ | 195,198 | \$ | 543,390 | | |
| Total all expenses | \$ | 124,804 | \$ | 472,995 | | |
| Favorable/(Unfavorable) Operating Results | \$ | (124,752) | \$ | (460,142) | | |

| | KERN DELTA WATI | | BANKING PRO |)JE(| ст | | | |
|---|---|----|---|------|--|----|-----------|-----------------|
| | March | | | | | | | |
| | | | 2020 | | 2019 | | 2018 | 2017 |
| Cash & Securities on hand - March 1 | , 2020 | \$ | 13,272,991 | \$ | 9,059,125 | \$ | 9,535,590 | \$ 9,429,479 |
| Add: March receipts | | | 111,305 | | 479,699 | | 87,722 | 138,349 |
| Less: March disbursements | | | 224,202 | | 210,917 | | 171,212 | 221,392 |
| Cash & Securities on hand - March | Cash & Securities on hand - March 31, 2020 | | 13,160,095 | \$ | 9,327,907 | \$ | 9,452,101 | \$ 9,346,435 |
| Citizens Business Bank LPL Financial Kern County Treasury | \$ 475,930 500,000 12,184,165 \$ 13,160,095 | | | | | | | |
| Restricted Cash included in above: | OM&R Spreading OM&R Extraction OM&R CVC/Delivery Canal Take/Put Fees | \$ | 800,773 (86,757) (3,176,927) (4,821,397) | · | (574,976) (189,289) (3,318,405) (648,255) | | | |
| Total Restricted | | \$ | (7,284,308) | \$ | (4,730,925) | • | | |

Cash Available for Construction - March 31, 2020

\$ 5,875,787 \$ 4,596,982

Tab IV





MINUTES OF THE OPERATIONS AND PROJECTS COMMITTEE

Tuesday, April 7, 2020

Tuesday, April 7, 2020, 10:50 A.M. – 12:00 A.M.

DIRECTORS PRESENT: Collins, Kaiser, Spitzer (call in) and Mendonca (call in)
OTHERS PRESENT: Assistant General Manager Bellue, Chief Operating

Officer Teglia, General Manager Mulkay

1. <u>CONSIDER ANY PROPOSED ADDITIONS TO OR DELETIONS FROM THE AGENDA</u>

None.

2. PUBLIC COMMENTS

None.

1. Closed Session Declared (10:50 A.M.): Real Property Negotiations (54956.8):

Property Description: Potential Recharge Lands/Water Exchange/Transfer/Sale/Purchase

District Negotiator: Mark Mulkay Under Negotiation: Price and Terms

Regular Session Declared (11:25 A.M.): No action was taken that required disclosure under the Brown Act.

2. Projects:

- a. District Facility and Banking Maintenance
- b. Romero Basins Earthwork; The Committee requested that staff meet and confer with Lonnie A. Cross Land Leveling to review and revise their proposed project scope and quote.
- c. Branch 1 Pipeline Project at Hosking Road; M/S/C (Kaiser/Mendonca) (yes-4, no-0): The Committee recommends the Board approve the design for the pipelining and rerouting of a portion of the Branch 1. Full project approval will be recommended later when the fees are paid, agreements are executed, and easements are recorded.
- d. Branch 1 Easement Grant at Greenlawn Cemetery; M/S/C (Kaiser/Spitzer) (yes-4, no-0): The Committee recommends the Board approve two Grants of Easement presented to the District for the Branch 1 Canal between Panama Lane and the Arvin Edison Canal.
- e. Water Banking Construction and Power Invoices; M/S/C (Kaiser/Mendonca) (yes-4, no-0): The Committee recommends the Board approve payment of Water Banking and Power Invoices totaling \$88,343.68 (plus additional PG&E well energy and stand-by costs). See the attached April 21, 2020 Invoice and Disbursements memo to the Board for a full breakdown of the Invoices.

5. **FUTURE ITEMS**

None discussed.

| Meeting was adjourned at 12:00 A.M. |
|-------------------------------------|
| Respectfully Submitted, |
| David L. Kaiser |

Maintenance Report

March 2020

- 1. Structure and Turnout Repairs. The following jobs were completed during the month;
 - a. Install 48-in dia. board control box on the Smith Judd Extension
 - b. Install 36-in dia. board control box in the 18 N ditch by nursery
 - c. Repair gopher hole on Central near 3-2-300
 - d. Install crash post at Hirschfield manhole at northwest corner of Stine & McKee
- 2. **Shop.** The following jobs were completed during the month;
 - a. Normal service and repairs on District vehicles and equipment.
 - b. Install electrical system to spray trailer T-3
 - c. Repairs to truck #211 & 219 (brakes)
 - d. Repairs to Grader (sloper bolt)
 - e. Repair mower implement drive line
 - f. Repairs to #402 backhoe (adjust extend-a-hoe shims)

3. District Wells.

- a. No monthly service or inspection of District Wells is month;
- 4. **Motor Grader # 403** The following canals were sloped and roads graded;
 - a. Slope portions of Rim, Drain, 13 Ditch, 18 N&S and Kern Island
- 5. **Backhoe # 402** The following jobs were completed during the month;
 - a. Load/Haul and place dirt and riprap for wash ins / washouts on canals
 - b. Remove riprap from Smith Judd Extension and place downstream as needed
 - c. Remove tumbleweeds from canals (Central, Kern Island, Farmers & Eastside)
 - d. Rodent control on Central
- 6. **Backhoe # 404** The following jobs were completed this month;
 - a. Removed debris from Eastside, Central, Stine, Randal, Burness, Branch 1, Smith Judd and East Branch
 - b. Assist with box installations
- 7. **Weed Spraying.** The following canals were sprayed during the month;
 - a. 18 N&S, 13 Ditch, Drain, Rim, Farmers, Smith Judd, BV and Kern Island
- 8. Aquatic Treatments. No Treatments were done this month for algae mats/aquatic weeds
- 9. Rodent Control
 - a. Bait Stations were checked, and all locations were filled throughout the District

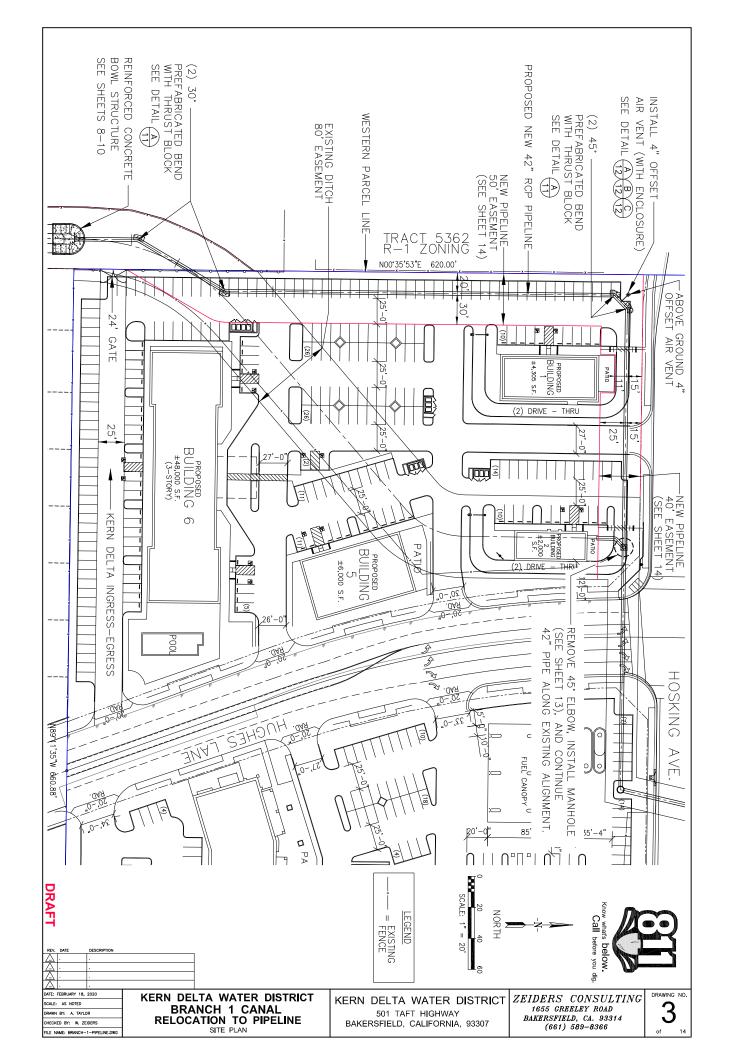
10. Trash Removal.

- a. Daily cleaning of crossings, weirs, and trash screens on all canals
- b. Remove debris from the Kern Island, Eastside, Central, Branch 1, Farmers and Stine and haul to the landfill.
- c. Tree and brush removal at the Head of the BV for grader passage and homeless prevention.

- d. Remove files and shelving from upstairs offices and transport to Derrel's Mini Storage. Dispose of old files in accordance with District approved file retention policy.
- 11. Fence Repairs. Fences and Gates were repaired at the following locations;
 - a. Kern Island 30th St., 34th St., Columbus, Fairview and Terrace Way
 - b. Branch 1 South H, Hughes and White Lane
 - c. Central Terrace Way, South Gate, Ming, Planz and Union
 - d. Stine Chester Lane, Garnsey, Real Rd., District and Ash
 - e. BV Mountain Vista
 - f. Eastside Kentucky, Lake, Hailey, Virginia, Quántico & Oswell
- 12. **Safety Meetings.** Weekly tailgate safety topics were;
 - a. Hazard Communication Program Part 3
 - b. Hazard Communication Program Part 4
 - c. DOT Rules Training
 - d. District COVID-19 Policy
- 13. Water Banking Activities. The following jobs were completed during the month;
 - a. Install (2) 36-in dia. board control boxes at Romero Basins.
 - b. Mowing weeds at Romero & BV basins
 - c. Fence repair at Romero
 - d. Tumbleweed removal at all basins
- 14. **Future Projects.** The following projects will be completed as time and scheduling permit:
 - a. Meter and discharge pipe upgrade on Farmers (replace/repair meter)
 - b. Trouble shoot, fine tune and begin usage of the trailer mounted spray system
 - c. Oversee removal of piping obstruction on 20'in December (farmer's responsibility)
 - d. Install meters on Stine Canal weir at the Bladder outflow

15. Future Water Banking Projects.

- a. Install permanent staff gauges in basins
- b. Place riprap around eroded intertie structures as needed
- c. Prepare wells for planned usage in April



2001 Wheelan Court Bakersfield, CA 93309

Phone: 661-834-4814 Fax: 661-834-0972

Email: pnewquist@mcintoshassoc.com



Transmittal

| То: | Kern Delta Water District 501 Taft Hwy Bakersfield, CA 93309 | From: | Tricia Newquist for Jim Delmarter | | |
|-----------------------------------|--|---------------------------------|--|--|--|
| Attn: | Daniel Deleon Date: | | 2/10/20 | | |
| Fax: | | Mc&A# | 18-064 | | |
| Via: Messenger Attached: Grant of | | Grant of Easement for K 9 Canal | | | |
| •Com | ments: | | | | |
| Danie | ا, | | | | |
| | ne request of Jim Delmarter regardin ments attached for recordation: | ng the K9 Canal, _I | olease find the following | | |
| • | Grant of Easement for Sangera F | Properties, includi | ng Exhibit "A" Legal and Exhibit "B" | | |
| | Grant of Easement for Marshall F. Helm Corporation, including Exhibit "A" I enal and | | | | |

PMN/jag

Thank you,

CC.

Roger McIntosh Jim Delmarter Damon Culbertson James LaMar

Exhibit "B" Plat

Please notify us when these documents record.

FOR THE BENEFIT OF AND RECORDING REQUESTED BY AND MAIL TO:

KERN DELTA WATER DISTRICT 501 Taft Highway Bakersfield, CA 93307

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sangera Properties, LLC, a California limited liability company

(hereinafter "Grantor") hereby grants to the **Kern Delta Water District**, A California water district (hereinafter "Grantor"), an excusive and permanent easement and right-of-way and the right, privilege and license to maintain a canal and appurtenant facilities, together with the right of ingress and eagress, across, along, over, under, through, and within that certain real property in the City of Bakersfield, County of Kern, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference. Said easement is also shown on the plat map attached hereto as Exhibit "B" and by this reference made a part hereof.

Grantee convenants to maintain the permanent easement and right-of-way in good condition and repair so that no unreasonable damage will result to the adjacent land of the Grantor, its heirs, successors, and assigns, from its use. Grantor, its heirs, successors, and assigns, covenant that they will not erect, place, or maintain, or allow to be erected, placed or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing written permission of the Grantee, and that they will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or trees without first securing written permission of Grantee. Grantors agree that Grantee, its successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Grantor agrees not to grant other easements or allow encroachements along, over, under, or through the permanent easement or right-of-way, without the previous written consent of Grantee.

The terms and covenants of this permanent easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executers, administrators, and assigns, of Grantor and the successors and assigns of Grantee.

| IN WITNESS WHEREC | PF, the party has executed this instrument this 3 |
|----------------------|---|
| day of <u>hruary</u> | _, 2020. |

Sangera Properties, LLC, a Californial limited liability company

Damon Culbertson, Member

| CALIFORNIA ALL PURPOSE AC | KNOWLEDGMENT |
|--|--|
| A notary public or other officer completing this certificate verifies of the document to which this certificate is attached, and not the truth document. | |
| STATE OF CALIFORNIA) | |
| COUNTY OF Kern | |
| On January 31,2020 before me, Tiffanz Lynn Cal | dwell Notary |
| | me and title of the officer) |
| personally appeared Damon Culbertson | |
| who proved to me on the basis of satisfactory evidence to subscribed to the within instrument and acknowledged to in his/her/their authorized capacity(ies), and that by his/hethe person(s), or the entity upon behalf of which the person (certify under PENALTY OF PERJURY under the laws of foregoing paragraph is true and correct. WITNESS my hand and official seal. | o me that he/she/they executed the same er/their signature(s) on the instrument on(s) acted, executed the instrument. |
| Signature: Deffens Coldwell (Seal) OPTIONAL | TIFFANY LYNN CALDWELL S COMM. # 2179608 NOTARY PUBLIC - CALIFORNIA OF KERN COUNTY OF COMM. EXPIRES JAN. 14, 2021 |
| Description of Attached Document | |
| Title or Type of Document: | Number of Pages: |
| Document Date:Other: | H |

2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com

EXHIBIT "A" KERN DELTA WATER DISTRICT K 9 CANAL LEGAL DESCRIPTION EASEMENT 1

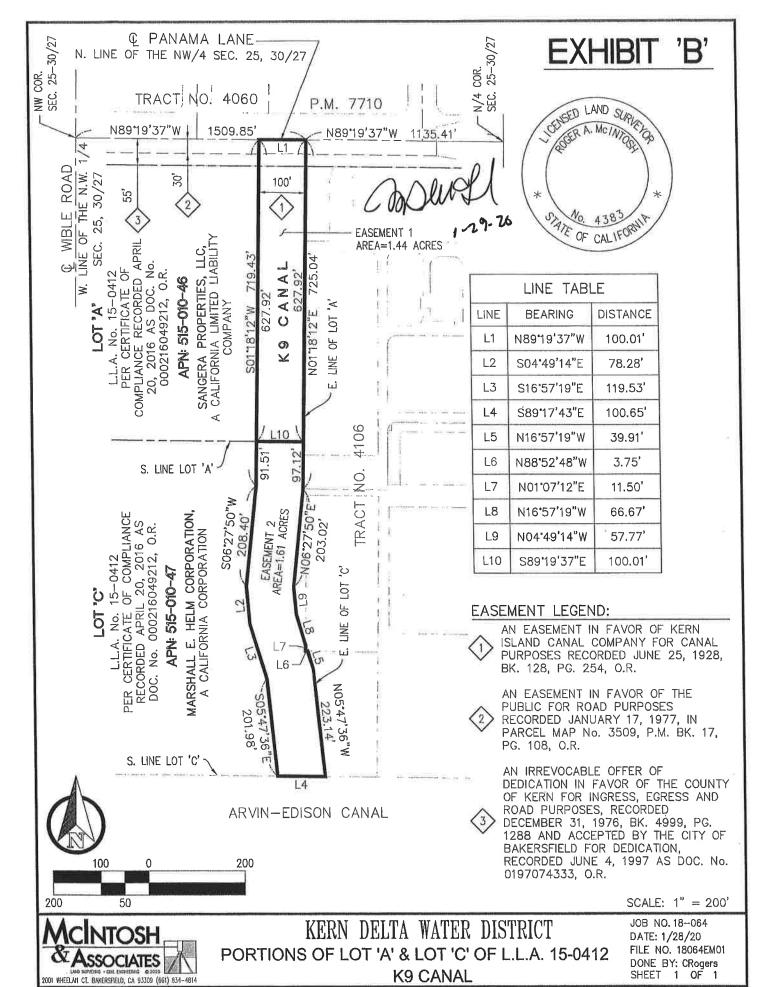
ALL THAT PORTION OF LOT "A" OF LOT LINE ADJUSTMENT NO. 15-0412 PER CERTIFICATE OF COMPLIANCE RECORDED APRIL 20, 2016 AS DOCUMENT NUMBER 000216049212 OF KERN COUNTY OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT "A", FROM WHICH POINT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 27 EAST MOUNT DIABLO MERIDIAN BEARS SOUTH 89°19'37" EAST, 1135.41 FEET; THENCE NORTH 89°19'37" WEST ALONG THE NORTH LINE OF SAID LOT "A", 100.01 FEET; THENCE SOUTH 1°18'12" WEST, 627.92 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT "A"; THENCE SOUTH 89°19'37" EAST ALONG SAID SOUTH LINE, 100.01 FEET TO A POINT ON SAID EAST LINE OF LOT "A"; THENCE NORTH 1°18'12" EAST ALONG SAID EAST LINE 627.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.44 ACRES, MORE OR LESS



661-834-4814 • 661-834-0972 2001 Wheelan Court • Bakersfield, CA 93309



FOR THE BENEFIT OF AND RECORDING REQUESTED BY AND MAIL TO:

KERN DELTA WATER DISTRICT 501 Taft Highway Bakersfield, CA 93307

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marshall E. Helm Corporation, a Calirornia corporation

(hereinafter "Grantor") hereby grants to the **Kern Delta Water District**, A California water district (hereinafter "Grantor"), an excusive and permanent easement and right-of-way and the right, privilege and license to maintain a canal and appurtenant facilities, together with the right of ingress and eagress, across, along, over, under, through, and within that certain real property in the City of Bakersfield, County of Kern, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference. Said easement is also shown on the plat map attached hereto as Exhibit "B" and by this reference made a part hereof.

Grantee convenants to maintain the permanent easement and right-of-way in good condition and repair so that no unreasonable damage will result to the adjacent land of the Grantor, its heirs, successors, and assigns, from its use. Grantor, its heirs, successors, and assigns, covenant that they will not erect, place, or maintain, or allow to be erected, placed or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing written permission of the Grantee, and that they will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or trees without first securing written permission of Grantee. Grantors agree that Grantee, its successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Grantor agrees not to grant other easements or allow encroachements along, over, under, or through the permanent easement or right-of-way, without the previous written consent of Grantee.

The terms and covenants of this permanent easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executers, administrators, and assigns, of Grantor and the successors and assigns of Grantee.

| | IN WITNESS WHEREOF, the party has executed this instrument this _ | 30 |
|--------|---|----|
| day of | Sanyary, 2020. | |

Marshall E. Helm Corporation, a California corporation

James LaMar, President

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

| 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 } |
| COUNTY OF Kein |
| On January 30, 2020 before me, Stacey Ramirez Notary Public, |
| Date (here insert name and title of the officer) |
| personally appeared <u>James La Mar</u> |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. STACEY LEA RAMIREZ Notary Public - California Kern County Commission # 2308664 My Comm. Expires Oct 13, 2023 |
| Signature: Stacy Ramning (Seal) OPTIONAL |
| Description of Attached Document |
| Title or Type of Document: Number of Pages: |
| Document Date: Other: |
| |
| 2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com |

EXHIBIT "A" KERN DELTA WATER DISTRICT K 9 CANAL LEGAL DESCRIPTION EASEMENT 2

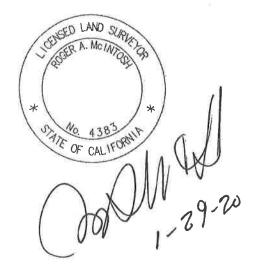
ALL THAT PORTION OF LOT "C" OF LOT LINE ADJUSTMENT NO. 15-0412 PER CERTIFICATE OF COMPLIANCE RECORDED APRIL 20, 2016 AS DOCUMENT NUMBER 000216049212 OF KERN COUNTY OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

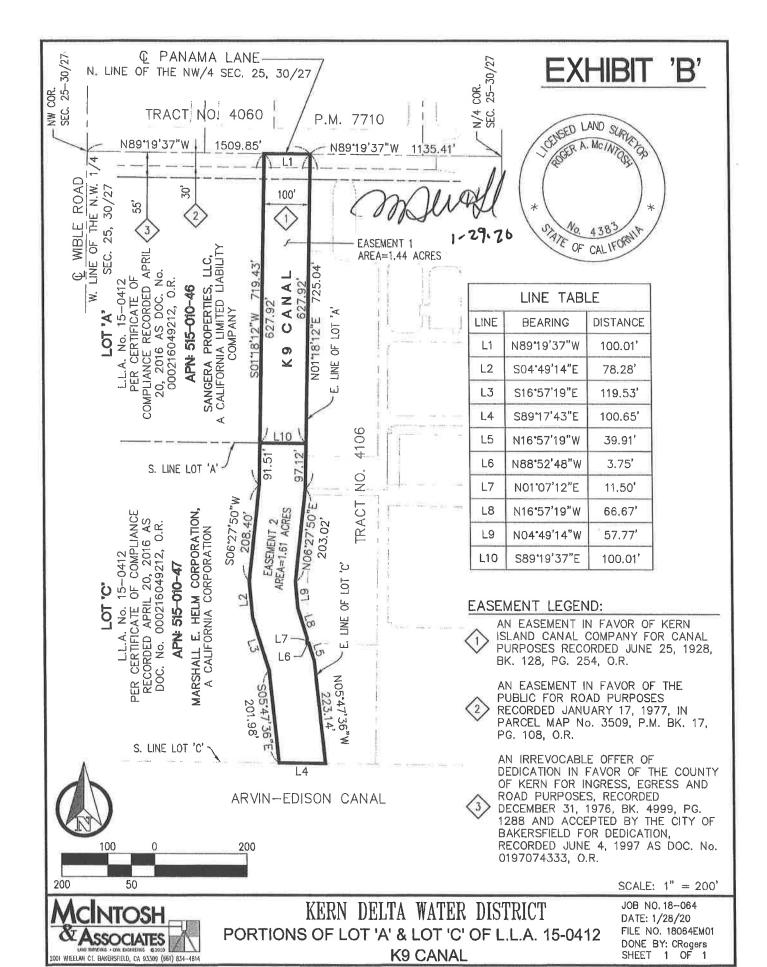
COMMENCING AT THE NORTHEAST CORNER OF LOT "A" OF SAID LOT LINE ADJUSTMENT, FROM WHICH POINT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 27 EAST MOUNT DIABLO MERIDIAN BEARS SOUTH 89°19'37" EAST, 1135.41 FEET; THENCE NORTH 89°19'37" WEST ALONG THE NORTH LINE OF SAID LOT "A", 100.01 FEET; THENCE SOUTH 1°18'12" WEST. 627.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°18'12" WEST, 91.51 FEET, THENCE SOUTH 6°27'50" WEST, 208.40 FEET; THENCE SOUTH 4°49'14" EAST, 78.28 FEET; THENCE SOUTH 16°57'19" EAST, 119.53 FEET; THENCE SOUTH 5°47'36" EAST, 201.98 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT "C"; THENCE SOUTH 89°17'43" EAST ALONG SAID SOUTH LINE, 100.65 FEET; THENCE ALONG THE EAST LINE OF SAID LOT "C": NORTH 5°47'36" WEST, 223.14 FEET; NORTH 16°57'19" WEST, 39.91 FEET; NORTH 88°52'48" WEST, 3.75 FEET AND NORTH 1°07'12" EAST, 11.50 FEET; THENCE DEPARTING FROM SAID EAST LINE NORTH 16°57'19" WEST, 66.67 FEET; THENCE NORTH 4°49'14" WEST, 57.77 FET' THENCE NORTH 6°27'50" EAST, 203.02 FEET TO A POINT ON SAID EAST LINE; THENCE NORTH 1°18'12" EAST ALONG SAID EAST LINE, 97.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT "A"; THENCE NORTH 89°19'37" WEST ALONG LAST SAID SOUTH LINE, 100.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.61 ACRES, MORE OR LESS



661-834-4814 • 661-834-0972 2001 Wheelan Court • Bakersfield, CA 93309





CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

THIS IS TO CERTIFY that the within document is hereby accepted by the undersigned on behalf of Kern Delta Water District, pursuant to authority conferred by resolution of the Board of Directors of Kern Delta Water District, and grantee consents to recordation thereof by its duly authorized agent or officer.

| Dated: | , 2020 | By: | |
|--------|-------------|------------------------------|-----|
| 2,7 | | L. Mark Mulkay, General Mana | ger |
| | | Kern Delta Water District | |

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

THIS IS TO CERTIFY that the within document is hereby accepted by the undersigned on behalf of Kern Delta Water District, pursuant to authority conferred by resolution of the Board of Directors of Kern Delta Water District, and grantee consents to recordation thereof by its duly authorized agent or officer.

| Dated: | , 2020 | By: |
|--------|--------|---------------------------------|
| | | L. Mark Mulkay, General Manager |
| | | Kern Delta Water District |



To: Kern Delta Water District Board of Directors

From: L. Mark Mulkay

Date: April 21, 2020

Re: Invoices and Disbursements, Special Projects & Water Banking Project Operation/Construction.

RECOMMENDATION:

Staff recommends payment of the following six payables divided into three overall groups of: 1) water banking program design, construction and construction support -- \$00.00; 2) water banking variable -- \$88,343.68; 3) Kern Delta Water District construction -- \$00.00. The total expenditure in March for these areas is \$88,343.68 (plus additional PG&E well energy stand-by cost).

DISCUSSION:

The following six payables can be divided into three overall groups: 1) water banking program design, construction and construction support, 2) water banking variable, and 3) Kern Delta construction.

First group (Water Banking Program Design, Construction and Construction Support):

Second group (Water Banking Variable):

- 1) AEWSD \$70,394.13 (Water deliveries)
- 2) KCWA \$1,505.88 (CVC 2018-2019 pumping reconciliation)
- 3) Kern Machinery \$3,301.45 (Parts; u-joint, hydraulic cylinder kit)
- 4) Ruben's Pipeline \$11,750.00 (Stine Basin weir repairs)
- 5) PG&E \$1,236.02 (Power/stand-by energy cost for the wells associated with the Water Banking water production)
- 6) PG&E \$156.20 (Power/stand-by energy cost for the wells associated with the Water Banking water production)

Third group (Kern Delta Construction)

Tab V



KERN DELTA WATER DISTRICT

| KEKN DELIA | 1 WAILNI | JISIN | <u> </u> | |
|--|--------------|-----------|----------------|-------------|
| | | | April 15, 2020 | |
| | 2/12/2020 | Last Year | April 13, 2020 | |
| KERN RIVER 3 DAY MEAN INFLOW | 1,018 CFS | 2,627 | CES | |
| KERN RIVER MEAN OUTFLOW | 489 CFS | 3.157 | | |
| ISABELLA RESERVOIR STORAGE | 187,652 ACFT | . , | | |
| REQUESTED OUTFLOW | 530 CFS | 3,150 | | |
| REQUESTED OUTFLOW | 330 CF3 | 3,130 | CFS | |
| Estimated: (CFS) | | | | |
| KDWD DAILY DIVERTED: (APRIL 15, 2020) | @HEAD | STATE | XCHNG | BANKING |
| KERN ISLAND | 41 | 0 | 1316 | (|
| EASTSIDE | 22 | 0 | 0 | (|
| BUENA VISTA -LEVEE | 0 | 0 | 0 | (|
| STINE | 0 | 0 | 0 | (|
| OTHER - River Channel | 0 | 0 | 0 | (|
| K.I. / A.E. Exchange Gate | 0 | 0 | 0 | (|
| STINE / A.E. Exchange Gate | 0 | 0 | 0 | (|
| Total CFS | 63 | 0 | 1316 | (|
| | | | | |
| Estimated: (Acre Feet) | | | | |
| DIVERTED (MARCH 2020) | UTILITY | STATE | PURCHASE | BANKING |
| KERN ISLAND | 9,122 | 0 | 0 | (|
| EASTSIDE | 2,596 | 0 | 0 | (|
| C.O.B. Misc. | 0 | 0 | 0 | (|
| BUENA VISTA | 0 | 0 | 0 | (|
| STINE | 0 | 0 | 0 | (|
| FARMERS | 0 | 0 | 0 | (|
| SOUTH FORK | 0 | 0 | 0 | (|
| West Side State Sale | 0 | 0 | 0 | (|
| MONTHLY TOTAL | 11,718 | 0 | 0 | (|
| YEAR TO MARCH 31, 2020 | 39,279 ACFT | | 0 | (|
| Year to March 31, 2020 Utility - State - Banking | 39,279 ACFT | • | | |
| A CIPT. STOPA CE PALANCE AS OF | 2/21/2020 | | Estimate | Max Storage |
| ACFT. STORAGE BALANCE AS OF: | 3/31/2020 | | 4/15/2020 | 15.000 |
| KERN ISLAND | 14,774 | | 14,085 | 15,000 |
| BUENA VISTA | 3,009 | | 3,015 | Store Al |
| STINE | 1,406 | | 1,531 | Store Al |
| FARMERS | 1,387 | | 1,467 | Store Al |
| STATE (19) Carryover | 5,999 | | 5,999 | N/A |
| STATE (20) Contract | 3,825 | | 3,825 | N/A |
| RRBWSD STORAGE | 23,805 | | 23,805 | N/A |
| PIONEER PROJECT STORAGE | 23,285 | | 23,285 | N/A |
| TOTAL ACFT. | 77,490 | | 77,012 | |

| K.D.W.D. CLIMATOLO | OGICAL OBSERV | ATION: | | ISA | BELLA CLIMATOLO | GICAL OBSERVAT | ION: |
|-----------------------|---------------------|------------------|----------------|---------------------|------------------------|-----------------|-------|
| | | 72 MI | NIMUM TEMP | PERATURE | 47 | | |
| | | | XIMUM TEMI | | 73 | | |
| | | | ESENT TEMP | | 49 | | |
| | | | CIPITATION - | | 0.00 | | |
| | | | ECIPITATION | | 2.63 | | |
| | | | EAR TO DATE | | 9.32 Seasonal | | |
| ISABELLA RESEVOIR | <u>:</u> | | | | | | |
| | – LAKE ELEV | ATION (FT.) | 2,564.20 | MARCH AC | . FT. INFLOW | 2 | 8,931 |
| | STOR | RAGE ACFT. | 187,652 | MARCH AC. | . FT. OUTFLOW | 1 | 9,928 |
| | STORAGE | CAPACITY | 568,075 | ACCUMULA | ATIVE ACFT. INFLO | W (19-20) 16 | 3,736 |
| | % OF | CAPACITY | 33% | ACCUMULA | ATIVE ACFT. OUTFL | OW 16 | 7,812 |
| | COE STORAGE | CAPACITY | 360,000 | % OF COE C | CAPACITY | | 52% |
| | | | | | | | |
| Summary of Utility V | Water Diverted Yea | ur to Date: 3/31 | /2020 | Summary of Other V | Vater Diverted Year to | Date: 3/31/2020 | |
| | | | Other | | | | |
| | Uility | North Kern* | Exchanges | | State | Purchase | Banki |
| January | 15,033 | 0 | Dienanges 0 | January | 0 | 0 | Danki |
| February | 12,528 | 0 | 0 | February | 0 | 0 | |
| March | 11,718 | 0 | 0 | March | 0 | 0 | |
| April | 11,710 | U | U | April | Ü | Ü | |
| Aprii May | | | | May | | | |
| June | | | | June | | | |
| June July | | | | July | | | |
| August | | | | August | | | |
| August September | | | | Augusi September | | | |
| October | | | | October | | | |
| November | | | | November | | | |
| | | | | | | | |
| December | | | | December | | | |
| Total | 39,279 | 0 | 0 | Total | 0 | 0 | |
| | | | | 1 | | | |
| Water owed to K.D.V | V.D as of: 3/31/202 | 20 | | Summary of Total St | tate Water Used Year | | (F) |
| | | | | | (OW) | ED) (USE | (D) |
| B.V.W.S.D. 2019 State | Carryover*: | 5,999 | | 2019 Carryo | ver 5,9 | 99 | 0 |
| 2020 State Co | ontract: Table A | 3,825 | | 2020 Contrac | ct 3,8 | 25 | 0 |
| | | | | Total | 9,8 | 24 | 0 |
| | _ | | | | _ | | |
| Quantities in acft. | TOT | AL 9,824 | | Net Owed to KDWD | TOTA | AL. | 9,824 |



Depth-to-Groundwater 2020

| | | / | 7015/ | 2016 | ²⁰¹⁷ / | 2018/ | /g0 / | 2020 | ²⁰ 20/ | 2020 |)019/ | 1. 10. 1. 10.0 | 2020 | 2020 | 2020 | 000 | 2020 | 2020 | 2020 | | |
|------------------------|-------------|-----|-------|------|-------------------|---------------------------------------|-------|------|-------------------|--------|-------|-------------------|--------|--------|-------|--------|------|-----------------|--------------|-----|------|
| | ı | JAŽ | 2015 | 2016 | 7017 7017 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 2019 | 700 | 2000 | 8-7070 | 2019 | */\s\\ | *300 A | 11. kg | 37070 | 1900 C | 2020 | 1 2020 1 20E | 1416 2020 | | |
| | 30/26-26C | R | 196 | 206 | 190 | R | 204 | 202 | 210 | R | | | | | | | | | 210 | 202 | 205 |
| | 30/26-26G | 187 | 199 | 207 | 197 | R | 199 | 320 | 324 | R | | | | | | | | | 324 | 199 | 281 |
| ant | 30/26-27J | 177 | 198 | 206 | 198 | R | 210 | 315 | 311 | R | | | | | | | | | 315 | 210 | 279 |
| uadr | 30/26-35N | | | NR | 181 | 184 | 171 | 164 | 160 | 161 | | | | | | | | | 171 | 160 | 164 |
| Northwest Quadrant | 30/27-31E | 185 | 202 | 214 | 181 | 202 | 219 | 218 | 208 | R | | | | | | | | | 219 | 208 | 215 |
| orthw | 31/26-08G | 152 | 168 | NR | 168 | NR | 204 | R | 203 | R | | | | | | | | | 204 | 203 | 204 |
| Ž | 31/26-10J | 175 | 206 | NR | 170 | 202 | NR | L | 200 | 201 | | | | | | | | | 201 | 200 | 201 |
| | 31/27-06C | 200 | 195 | 202 | NR | 208 | 215 | 210 | 206 | 206 | | | | | | | | | 215 | 206 | 209 |
| | 31/27-07B | 189 | 198 | NR | 199 | R | 200 | 222 | R | 203 | | | | | | | | | 222 | 200 | 208 |
| | 31/26-13N | | | 198 | 180 | 201 | NR | 200 | R | 203 | | | | | | | | | 203 | 200 | 202 |
| | 31/26-15J | | | 200 | 168 | 205 | NR | L | L | L | | | | | | | | | 0 | 0 | #### |
| nt | 31/26-16P | | | NR | 168 | 207 | 204 | 200 | 204 | 200 | | | | | | | | | 204 | 200 | 202 |
| ıadra | 31/26-17Q | | | NR | NR | 210 | 203 | 218 | 217 | 200 | | | | | | | | | 218 | 200 | 210 |
| Southwest Quadrant | 31/26-21N | | | NR | 175 | 238 | 204 | R | 201 | 203 | | | | | | | | | 204 | 201 | 203 |
| uthw | 31/26-30G | | | 186 | 159 | 240 | 268 | 350 | 206 | 204 | | | | | | | | | 350 | 204 | 257 |
| So | 31/27-18D01 | | | NR | NR | 206 | 201 | 206 | 203 | R | | | | | | | | | 206 | 201 | 203 |
| | 32/26-08J | | | 132 | 189 | 215 | 209 | 206 | 204 | 206 | | | | | | | | | 209 | 204 | 206 |
| | 32/27-07N | | | 160 | NR | 200 | 288 | 289 | 200 | 223 | | | | | | | | | 289 | 200 | 250 |
| | 30/28-29B | | | NR | 236 | 243 | 229 | 234 | 234 | 240 | | | | | | | | | 240 | 229 | 234 |
| | 31/27-01L | | | 190 | 260 | 220 | 232 | 219 | 206 | 202 | | | | | | | | | 232 | 202 | 215 |
| North-Central Quadrant | 31/27-04A | | | 158 | 176 | 183 | 184 | 168 | 170 | 167 | | | | | | | | | 184 | 167 | 172 |
| ıl Que | 31/27-05J | | | NR | 200 | NR | 228 | R | 208 | NR | | | | | | | | | 228 | 208 | 218 |
| entra | 31/27-10B | | | NR | NR | NR | 208 | 200 | NR | 200 | | | | | | | | | 208 | 200 | 203 |
| orth-C | 31/27-11K | | | 171 | 170 | 330 | 227 | 326 | 218 | NR | | | | | | | | | 326 | 218 | 257 |
| Ž | 31/27-12Q | | | NR | 140 | 140 | 139 | 133 | 133 | 131 | | | | | | | | | 139 | 131 | 134 |
| | 31/28-08A | | | 216 | 220 | 243 | 244 | 230 | 248 | 240 | | | | | | | | | 248 | 230 | 241 |



Depth-to-Groundwater 2020

| | | Ź | 2015 | 2016 | 2017 | | 2019 | 2020 | 2020 | 8-7070 18-7070 | MA (1019) | 12020 | 100 | 11.100 11.100 | G POR | 1,00°C | 1,3030 1,3030 | 12020 12020 | 1416 Jago | \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | |
|------------------------|------------|-----|------|------|------|-----|------|------|------|-------------------|-----------|----------|-----|------------------|-------|--------|------------------|----------------|--------------|---|------|
| | 31/27-20H | 1/4 | 7/2 | NR | NR | NR | 211 | 299 | 202 | 202 | M | <u> </u> | / 3 | 7 80 | / 5 | / 00 | 7 720 | / 0 | 299 | 202 | 229 |
| | 31/27-21M | | | NR | 160 | L | L | 298 | 316 | 340 | | | | | | | | | 340 | 298 | 318 |
| adran | 31/28-20D | | | NR | 180 | 190 | 201 | R | R | 280 | | | | | | | | | 280 | 201 | 241 |
| South-Central Quadrant | 32/27-15B | | | 192 | 196 | 231 | 202 | 205 | 200 | 200 | | | | | | | | | 205 | 200 | 202 |
| Centra | 32/28-19A | | | 216 | NR | 215 | 222 | 215 | 203 | 206 | | | | | | | | | 222 | 203 | 212 |
| outh-(| 32/28-05A | | | NR | NR | 250 | 239 | 211 | 200 | 210 | | | | | | | | | 239 | 200 | 215 |
| S | 32/28-05B | | | NR | NR | 226 | 201 | 202 | 190 | 202 | | | | | | | | | 202 | 190 | 199 |
| | 32/28-08R | | | NR | NR | 224 | 253 | 207 | 205 | 203 | | | | | | | | | 253 | 203 | 217 |
| | 30/28-11F | 240 | 250 | 254 | 248 | 263 | 263 | 264 | 260 | 259 | | | | | | | | | 264 | 259 | 262 |
| | 30/28-13C | | | 299 | 290 | R | 300 | 308 | 305 | 302 | | | | | | | | | 308 | 300 | 304 |
| nt | 30/28-24R | | | NR | NR | 306 | 311 | NR | NR | NR | | | | | | | | | 311 | 311 | 311 |
| Northeast Quadrant | 30/28-26R | | | NR | NR | 287 | NR | NR | NR | NR | | | | | | | | | 0 | 0 | #### |
| ast Q | 30/28-36A | | | | | | 212 | 218 | 215 | 210 | | | | | | | | | 218 | 210 | 214 |
| orthe | 30/29-31C | | | 319 | 323 | 327 | 338 | 328 | 323 | 360 | | | | | | | | | 360 | 323 | 337 |
| Z | 31/28-02H | | | NR | 288 | 291 | 290 | 290 | 292 | 291 | | | | | | | | | 292 | 290 | 291 |
| | 31/28-10A | | | 328 | 249 | 253 | 253 | 258 | 257 | 256 | | | | | | | | | 258 | 253 | 256 |
| | 31/28-12P | | | NR | 222 | 286 | 284 | R | NR | 232 | | | | | | | | | 284 | 232 | 258 |
| | 31/28-13H2 | | | | | NR | NR | 315 | 315 | 312 | | | | | | | | | 315 | 312 | 314 |
| | 31/28-14D | | | 226 | 233 | 239 | 230 | 230 | NR | 227 | | | | | | | | | 230 | 227 | 229 |
| | 31/28-23H | | | NR | 278 | 290 | 286 | 289 | 285 | 268 | | | | | | | | | 289 | 268 | 282 |
| | 31/28-34H | | | NR | NR | 337 | 206 | 202 | 205 | 219 | | | | | | | | | 219 | 202 | 208 |
| \uadrant | 31/29-18A | | | NR | 234 | 335 | 333 | 338 | 322 | 289 | | | | | | | | | 338 | 289 | 321 |
| \circ | 31/29-28C | 326 | 257 | NR | 219 | 347 | 344 | 334 | 322 | 370 | | | | | | | | | 370 | 322 | 343 |
| Southeast | 31/29-30H | | | NR | NR | NR | NR | 320 | 220 | 210 | | | | | | | | | 320 | 210 | 250 |
| Sou | 31/29-33J | | | NR | 294 | 342 | 250 | 319 | 313 | 316 | | | | | | | | | 319 | 250 | 300 |
| | 32/28-14F | 287 | NR | NR | NR | NR | 222 | 228 | 225 | 230 | | | | | | | | | 230 | 222 | 226 |
| | 32/28-15R | 250 | 305 | NR | 300 | 263 | 272 | 263 | 269 | 285 | | | | | | | | | 285 | 263 | 272 |
| | 32/28-01P | | | NR | NR | NR | NR | 200 | 200 | 200 | | | | | | | | | 200 | 200 | 200 |
| | 32/29-06P | 193 | 198 | 201 | NR | 183 | 177 | 179 | 181 | 181 | | | | | | | | | 181 | 177 | 180 |

| | High | Low | Ave. |
|-----------|------|-----|------|
| NORTHWEST | 324 | 160 | 218 |

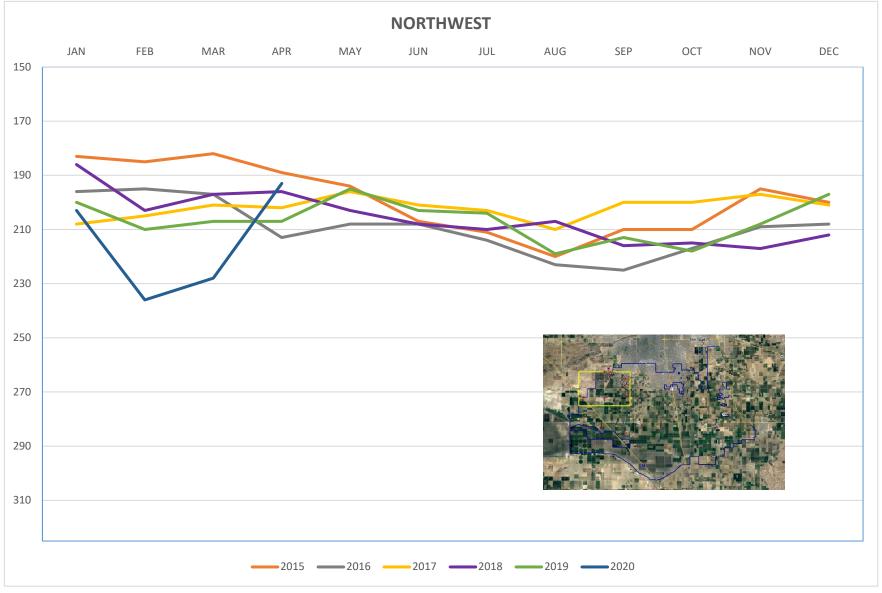
R = Pump Running
NR = No Reading (well temporarily inaccessible, unreliable reading, etc) SOUTHWEST #### 200 217

NORTH-CENTRAL 326 131 209 CAP = Well has been Capped SOUTH-CENTRAL 340 190 229 WA= Well added to rotation

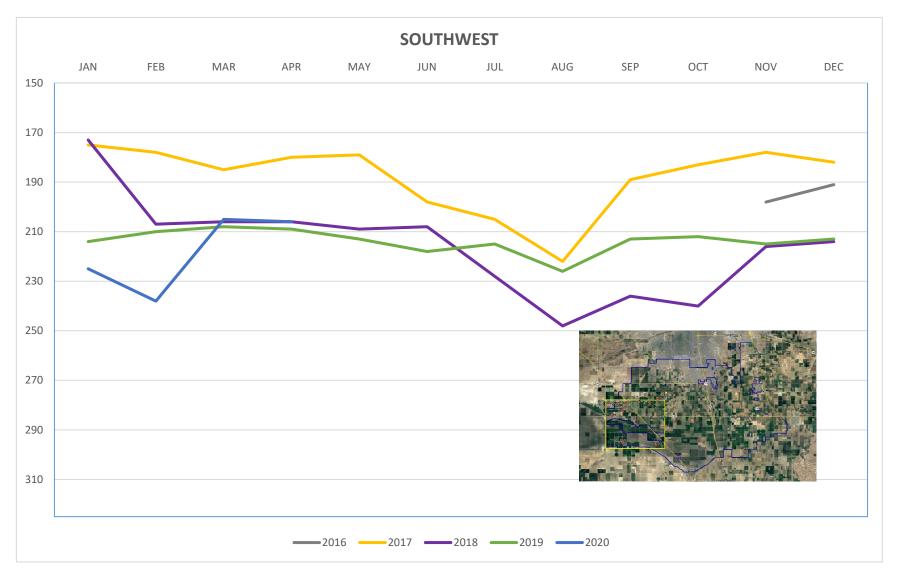
NORTHEAST #### 210 279 NW = No well, well removed since previous well run

SOUTHEAST 370 177 260 L = Gated well, letter has been sent to property owner requesting access

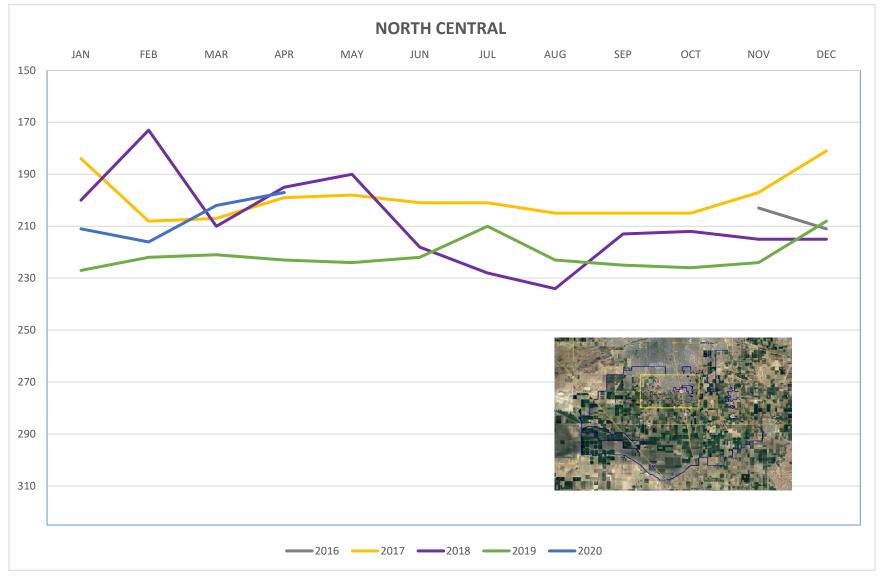




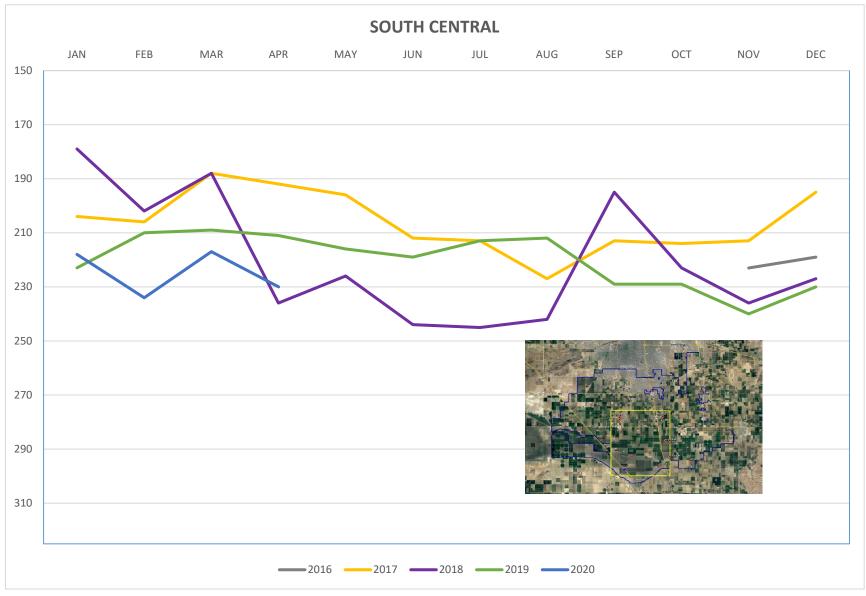




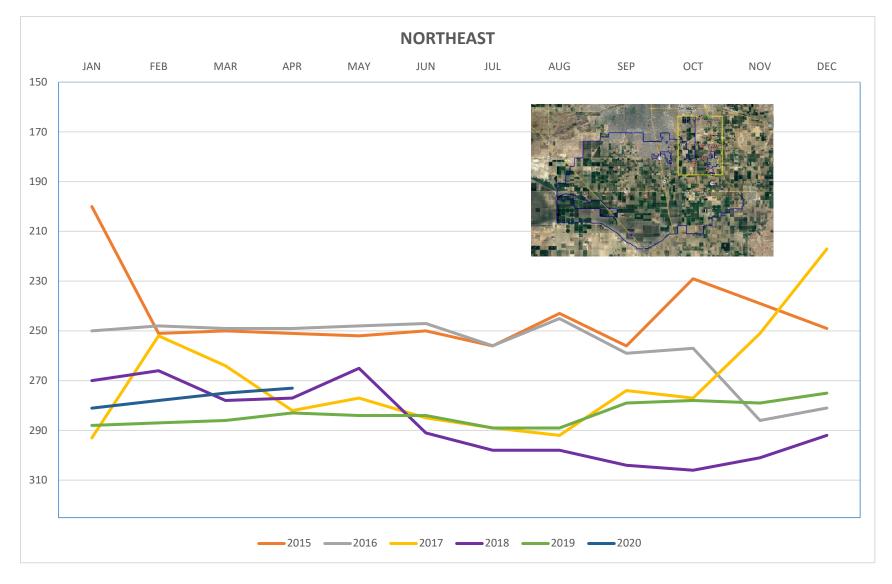




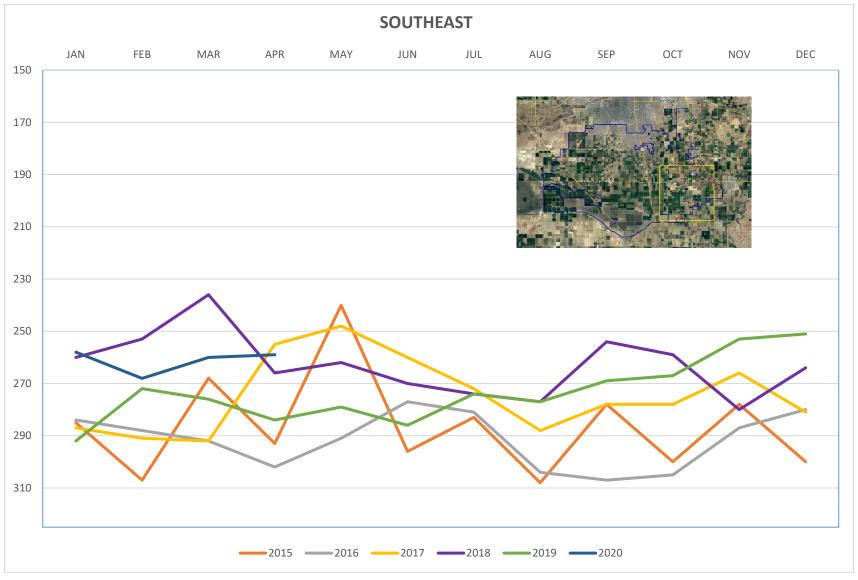












Kern River Watermaster

16294 Highway 43

P.O. Box 1168 Wasco, California 93280

> Office: (661) 758-5153 Cell (661) 201-5527 Fax: (661) 758-6167

April 9, 2020

TO:

Kern River Interests

FROM:

Dana S. Munn

RE:

Report of Recent Activities

Isabella Dam Safety Modification Project - The April 2020 Situation Report is attached. The Phase II (dam) construction and blasting continues. Corp staff have previously indicated that projected lower lake levels due to the dry year will allow construction to proceed at certain locations during periods that the Corp had previously thought they could not work within.

The Corp of Engineers staff continue to indicate that they will continue to provide tours of the Isabella project for a maximum of five participants. I will continue to coordinate attendance first with Kern River Interests and then other interested parties. Given requests from the local chapter of the American Society of Civil Engineers I have also asked for opportunity for larger size groups to tour and Corp staff is looking at tour options.

Runoff and Operations – The contract snow surveyors had concerns over COVAD-19 and almost did not survey the northeast portion of the basin. A crew was found that performed that northeast survey. There was no survey in the south portion of the basin that the US Forest Service was scheduled to do. The survey data that we have has the basin at 50% of April 1 average (attached).

I am in discussions with DWR staff on getting the costs and what commitments are needed for the Kern River to participate in the Aerial Snow Observatory ("ASO") program. ASO aerially measures snow depth and uses algorithms from density measurements and remote sensors to estimate the volume of water in the basin.

The DWR issued its April 1 B120 forecast (attached). The forecast increased by 2% from the 3/24/20 forecast update from 44% to 46% of average April-July runoff on the 50% exceedance (50-50 odds)

forecast. Please note that the April 1 forecast assumes median precipitation following and does not have the recent storm events. The DWR usually issues an update soon after the April 1 with recent precipitation data. The California Nevada River Forecast Center ("CNRFC") 50% exceedance forecast, 4/8/20 (attached), is at 53%.

The weather modification contractor was able to seed in conditions described as good for the storms of 4/6/20 thru 4/7/20.

Public Outreach - I continue to respond to press and public inquiries during the month.

Watermaster Records – I continue to review records and forecasted reservoir operations with City staff.

Attachments: April 2020 Situation Report

April 1 snow survey data
April 1 B-120 Forecast

California Nevada River Forecast Center forecast 4/8/20



ISABELLA LAKE, CA CONSTRUCTION

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG.

Location & Description

Isabella Lake Dam (consisting of a Main Dam, Auxiliary Dam and service spillway) is located about 40 miles northeast of Bakersfield in Kern County, California, and became fully operational in 1953. The Main Dam is located near the confluence of the north and south forks of the Kern River and the Auxiliary Dam is located about half a mile east of the Main Dam. The Main Dam is a 185-foot-high earth-fill dam, and the Auxiliary Dam is a 100-foot-high earth-fill dam. The service spillway is located between the two dams. The reservoir (Isabella Lake) has a gross storage capacity of 568,075 acre feet.



Advisory

- The Phase II Dams and Spillways contractor (Flatiron/Dragados/Sukut Joint Venture, or FDS JV) continues construction activities. As a result, the site including Engineers Point is an active construction area and is off limits to the public. This project is considered an essential project needed to maintain continuity of operation of the federal critical infrastructure sectors and work is continuing through the stay-at-home order issued by the State of California. We have enhanced protocols to ensure the safety of our employees and contractors.
- Corps policy prohibits public operation of unmanned aircraft systems, such as drones, on or above federal lands and waters managed by USACE. The policy is intended to ensure critical infrastructure security and public safety.

Looking Ahead (Next 30+ days)

- Construction on SR155 near the Main Dam will continue to mid-2020. The contractor has delayed the
 change in the traffic pattern to minimize impact to the community. USACE will provide updates on the
 new anticipated dates of lane closures via public outreach, the monthly SITREP, and the Isabella Task
 Force engagements.
- Production blasting will continue through 2020. The contractor has maintained a safety perimeter to restrict access during each blast, including along SR155 near the main dam. Periodic traffic delays along SR155 will occur during blasting operations.
- Work on the Old Isabella, South Fork, and Auxiliary Dam recreation areas is continuing. The new vault
 toilet facilities are expected to be delivered and installed this month. Areas of active construction will be
 off limits to the public to ensure safety during construction operations. This work is anticipated to be
 largely complete by Memorial Day this year.

Current Lake Status (as of April 2, 2020)

The current pool resides at 180,360 acre-feet, which is 48% of restricted pool, and an elevation of 2,561 feet-IPD. As part of our interim risk reduction measures, Isabella Lake has a restricted elevation of 2,589 feet-IPD (361,250 acre-feet). Current lake status can be viewed at https://go.usa.gov/xE2pX

| Milestones | | | | | | | | | | |
|--|-------------|--|--|--|--|--|--|--|--|--|
| Pre-Construction Engineering and Design | Complete | | | | | | | | | |
| Construction of USFS Fire Station and Admin Facilities | Complete | | | | | | | | | |
| U.S. Forest Service Visitor's Information Center | In Planning | | | | | | | | | |
| Dams and Spillways Construction | 2018-2022 | | | | | | | | | |

| 11 | | KE | RN RIVER | BASIN | | | | |
|-----|-----------------------|--------|----------|-------------|-------------|--------------|-------------|-------------|
| 250 | BIGHORN PLATEAU | 11,350 | 30-MAR | 35.0 | 12.0 | 34% | 22.0 | 55% |
| 251 | COTTONWOOD PASS | 11,050 | 04-APR | 35.0 | 11.5 | 33% | 14.6 | 79% |
| 252 | SIBERIAN PASS | 10,900 | 28-MAR | 38.0 | 11.0 | 29% | 18.9 | 58% |
| 253 | CRABTREE MEADOW | 10,700 | 29-MAR | 30.5 | 10.0 | 330 0 | 19.2 | 52% |
| 275 | SANDY MEADOWS | 10,650 | 30-MAR | 24.0 | 8.0 | 33% | 18.6 | 43% |
| 255 | TYNDALL CREEK | 10,650 | 31-MAR | 32.0 | 10.0 | 31% | 18.9 | 53% |
| 254 | GUYOT FLAT | 10,650 | 29-MAR | 33.0 | 11.0 | 33% | 20.3 | 54% |
| 257 | BIG WHITNEY MEADOW | 9,750 | 25-MAR | 30.0 | 9.5 | 3200 | 16.6 | 57% |
| 256 | ROCK CREEK | 9,600 | 02-APR | 20.0 | 6.5 | 32% | 17.6 | 37% |
| 258 | ROUND MEADOW | 9,000 | Sche | duled for n | neasuremen | t by Kern Ri | ver Ranger | District |
| 259 | RAMSHAW MEADOWS | 8,700 | 27-MAR | 18.5 | 6.0 | 32% | 11.3 | 53% |
| 260 | LITTLE WHITNEY MEADOW | 8,500 | 26-MAR | 12.0 | 5.0 | 42% | 13.6 | 37% |
| 264 | QUINN RANGER STATION | 8,350 | 31-MAR | 12.5 | 4.0 | 32% | 19.1 | 21% |
| 261 | BONITA MEADOWS | 8,300 | Sche | duled for n | neasuremen | t by Kern Ri | ver Ranger | District |
| 262 | CASA VIEJA MEADOWS | 8,300 | Sche | duled for n | neasuremen | t by Kern Ri | wer Ranger | District |
| 265 | BEACH MEADOWS | 7,650 | Sche | duled for n | neasuremen | t by Kern R | ver Ranger | District |
| 249 | DEAD HORSE MEADOW | 7,300 | Schedu | led for me | asurement t | y Western I | Divide Rang | er District |

Basin Average Pct. of Apr 1: 50%

April 1: 50%

B-120 Water Supply Forecast Summary (posted on 04/08/20 13:21)

Department of Water Resources California Cooperative Snow Surveys

April 1, 2020 FORECAST OF UNIMPAIRED RUNOFF

April-July Forecast Summary (in thousands of acre-feet):

| HYDROLOGIC REGION and Watershed | Apr-Jul Forecast | Percent of Average | 80% Probab Rang | ility |
|---|---------------------|--------------------------|-----------------------|-------|
| NORTH COAST | | | | |
| Trinity River at Lewiston Lake | 260 | 41% | 185 - | 320 |
| Scott River near Fort Jones | 52 | 30% | | |
| SACRAMENTO RIVER | | | | |
| Sacramento River above Shasta Lake | 140 | 47% | | |
| McCloud River above Shasta Lake | 270 | 70% | | |
| Pit River above Shasta Lake | 730 | 72% | | |
| Total Inflow to Shasta Lake | 1,190 | 68% | 920 - | 1,430 |
| Sacramento River above Bend Bridge | 1,390 | 57% | 1,100 - | 1,720 |
| Feather River at Oroville | 1,000 | 59% | 720 - | 1,220 |
| Yuba River near Smartsville | 610 | 63% | 420 - | 730 |
| American River below Folsom Lake | 750 | 63% | 500 - | 920 |
| SAN JOAQUIN RIVER | | | | |
| Cosumnes River at Michigan Bar | 70 | 56% | 40 - | 105 |
| Mokelumne River Inflow to Pardee | 290 | 63% | 210 - | 360 |
| Stanislaus River, below Goodwin Res. | 390 | 57% | 290 - | 490 |
| Tuolumne River below La Grange | 620 | 52% | 520 🖘 | 720 |
| Merced River below Merced Falls | 270 | 43% | 210 = | 320 |
| San Joaquin River inflow to Millerton Lk | 560 | 46% | 430 - | 700 |
| TULARE LAKE | | | | |
| Kings River below Pine Flat Res. | 530 | 44% | 390 - | 660 |
| Kaweah River below Terminus Res. | 110 | 39% | 90 - | 130 |
| Tule River below Lake Success | 20 | 32% | 11 - | 26 |
| Kern River inflow to Lake Isabella | 210 | 46% | 170 - | 240 |
| NORTH LAHONTAN | | | | |
| Truckee River, Lake Tahoe to Farad accretions | 150 | 60% | | |
| Lake Tahoe Rise, in feet | 0.8 | 60% | | |
| West Carson River at Woodfords | 35 | 67% | | |
| East Carson River near Gardnerville | 100 | 55% | | |
| West Walker River below Little Walker | 70 | 46% | | |
| East Walker River near Bridgeport | 17 | 28% | | |

B-120 Water Supply Forecast Summary (continued)

Water-Year (WY) Forecast Summary and Monthly Distribution (in thousands of acre-feet):

| Watershed | Oct thru | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Water Year | 80% Probability | WY % |
|------------------------|-------------|-----|-----|-----|-----|-----|-----|------|-----|---------------|--------------------|---------|
| | Jan | | | | | | | ليسب | | | Range | Avg |
| Trinity, Lewiston | 155 | 48 | 47 | 115 | 100 | 35 | 10 | 3 | 1 | 515 | 435 - 580 | 38% |
| Inflow to Shasta | 1,286 | 298 | 290 | 420 | 350 | 230 | 190 | 176 | 175 | 3,415 | 3,075 - 3,730 | 59% |
| Sacramento, Bend | 1,783 | 446 | 430 | 510 | 380 | 270 | 230 | 200 | 201 | 4,450 | 4,090 - 4,880 | 52% |
| Feather, Oroville | 783 | 181 | 214 | 400 | 330 | 170 | 100 | 77 | 65 | 2,320 | 2,010 - 2,575 | 53% |
| Yuba, Smartsville | 301 | 75 | 109 | 250 | 260 | 80 | 20 | 12 | 13 | 1,120 | 920 - 1,250 | 49% |
| American, Folsom | 289 | 77 | 160 | 320 | 310 | 105 | 15 | 5 | 4 | 1,285 | 1,030 - 1,460 | 49% |
| Cosumnes, Mich. Bar | 34 | 9 | 35 | 40 | 23 | 5 | 2 | 1 | 0 | 150 | 115 - 190 | 40% |
| Mokelumne, Pardee | 56 | 19 | 39 | 100 | 135 | 50 | 5 | 1 | 1 | 405 | 320 - 480 | 54% |
| Stanislaus, Gdw. | 115 | 32 | 69 | 145 | 175 | 60 | 10 | 3 | 1 | 610 | 510 - 720 | 53% |
| Tuolumne, La Grange | 144 | 36 | 90 | 190 | 290 | 120 | 20 | 5 | 1 | 895 | 795 - 1,005 | 47% |
| Merced, McClure | 66 | 16 | 42 | 95 | 120 | 45 | 10 | 1 | 0 | 395 | 335 - 460 | 40% |
| San Joaquin, Millerton | 107 | 33 | 53 | 155 | 230 | 130 | 45 | 14 | 8 | 775 | 635 - 925 | 43% |
| Kings, Pine Flat | 125 | 34 | 54 | 150 | 230 | 120 | 30 | 14 | 9 | 765 | 615 - 905 | 45% |
| Kaweah, Terminus | 35 | 11 | 14 | 35 | 50 | 20 | 5 | 3 | 2 | 175 | 150 - 200 | 39% |
| Tule, Success | 19 | 5 | 7 | 10 | 8 | 2 | 0 | 0 | 0 | 50 | 40 - 60 | 34% |
| Kern, Isabella | 106 | 25 | 29 | 50 | 75 | 60 | 25 | 11 | 9 | 390 | 345 - 425 | 54% |

Notes:

50 year averages are based on years 1966 to 2015.

Unimpaired runoff represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water

to or from other watersheds. Groundwater changes due to human activity or not considered. Forecasted runoff assumes median conditions subsequent to the date of forecast. Runoff probability ranges are statistically derived from historical data.

The 80% probability range is comprised of the 90% exceedance level value and the 10% exceedance level value.

The actual runoff should fall within the stated limits eight times out of ten.

Forecast point names are based on USGS gage names.

For more information please contact:

| Sean De Guzman | (916) 574-2208 | Sean.deGuzman@water.ca.gov |
|----------------|----------------|-----------------------------|
| John King | (916) 574-2637 | John.J.King@water.ca.gov |
| Andy Reising | (916) 574-2181 | Andrew.Reising@water.ca.gov |
| Ashok Bathulla | (916) 574-2634 | Ashok.Bathulla@water.ca.gov |
| Lauren Miller | (916) 574-1433 | lauren.miller@water.ca.gov |

HOME HYDROLOGY WEATHER CLIMATE RESEARCH / OUTREACH LINKS SEARCH ABOUT US

| 5-Day Peaks | 10-Day Traces | 10-Day Probability | 10-Day Accum Vol | 4x5-Day Probability |
|---------------------|---------------------|--------------------|------------------|---------------------|
| Monthly Probability | Seasonal Trend Plot | WY Trend Plot | WY Accum Vol | Multi WY Accum Vol |
| Historical Flows | Verification | Build Your Own | | |

Back to Ensemble Products Map

<>< Previous Ensemble Location (SKRC1) | Next Ensemble Location (TVRC1) >>>

KERN RIVER - LAKE ISABELLA (ISAC1)

Latitude: 35.63° N Longitude: 118.48° W Elevation: 2515 Feet
Location: Kern County in California River Group: San Joaquin

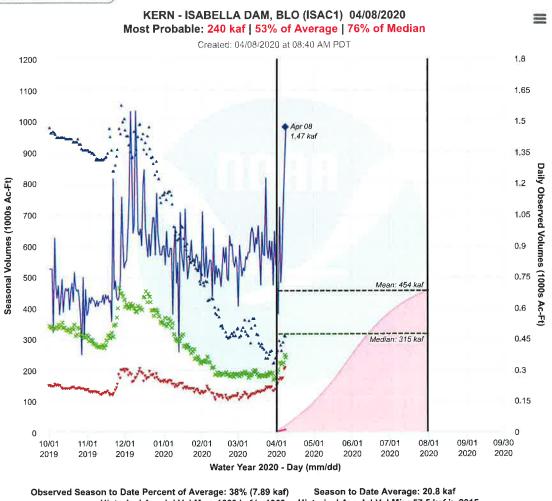
Issuance Time:

Apr 08 2020 at 8:40 AM PDT

2020 Seasonal Trend Plot (Year View)

Tabular View | Select a Different Water Year: 2020 ▼

Switch to Seasonal View)



Observed Season to Date Percent of Average: 38% (7.89 kaf)
Historical Apr-Jul Vol Max: 1660 kaf in 1969

-- 30-Year Apr-Jul Vol Mean
-- 30-Year Apr-Jul Vol Mean
-- 30-Year Apr-Jul Vol Mean
-- Daily Obs
-- Daily Obs
-- ESP Apr-Jul Fcst 50%
-- Season to Date Average: 20.8 kaf
Historical Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf
Historical Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

Daily Obs
-- Season to Date Average: 20.8 kaf

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Season to Date Average: 20.8 kaf

District Apr-Jul Vol Min: 57.5 kaf in 2015

Hide All) Show All)

Text Products (RNONESAJV and RNORESWSV)

Raw ESP April-July Streamflow Volumes Tracker April to July Streamflow Volume Accumulation Forecast

Location Photographs

Gage House Photo

Downstream Photo

ESRI** Locator Map

Upstream Photo



Official 7 Day National Weather Service Forecast (CAZ195)

Tonight: Rain in the evening. Snow. Near the crest, snow. Snow accumulation up to 7 inches. Snow level 5500 feet. Lows 29 to 34 at 5000 feet and 23 to 28 at 8000 feet.

Thursday: Snow in the morning. Snow and rain likely in the afternoon. Near the crest, snow likely in the afternoon. Snow accumulation up to 3 inches. Total snow accumulation up to 14 inches. Snow level 5000 feet. Highs 40 to 46 at 5000 feet and 28 to 34 at 8000 feet.

Thursday Night: Mostly cloudy. Chance of snow in the evening, then slight chance of snow after midnight. Near the crest, a 30 percent chance of snow. Snow level 5500 feet. Lows 27 to 32 at 5000 feet and 23 to 28 at 8000 feet.

Friday: Slight chance of snow in the morning. Mostly cloudy with a slight chance of rain. Not as cool. Snow level 6000 feet. Highs 49 to 54 at 5000 feet and 36 to 42 at 8000 feet.

Friday Night: Partly cloudy. Lows 32 to 37 at 5000 feet and 26 to 31 at 8000 feet.

Follow us on Facebook

Saturday: Sunny. Not as cool. Highs 55 to 60 at 5000 feet and 42 to 50 at 8000 feet.

Saturday Night through Monday: Partly cloudy. Lows 37 to 42 at 5000 feet and 31 to 37 at 8000 feet. Highs 56 to 61 at 5000 feet and 42 to 51 at 8000 feet.

Follow us on YouTube

Monday Night through Wednesday: Mostly clear. Lows 34 to 40 at 5000 feet and 29 to 35 at 8000 feet. Highs 58 to 65 at 5000 feet and 44 to 53 at 8000 feet.



Follow us on Twitter

US Dept of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
California Nevada River Forecast Center
3310 El Camino Avenue, Room 227
Sacramento, CA 95821-6373
(916) 979-3056

Comments? Questions? Please Contact Us.

Disclaimer Information Quality Help Glossary Links Privacy Policy Freedom of Information Act (FOIA) About Us Career Opportunities

NWS RSS Feed

Tab VI



Tab VII



March 30, 2020



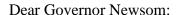
The Honorable Gavin Newsom Governor, State of California State Capitol Sacramento, CA 95814

















"[T]his is a moment we need to make tough decisions . . . We need to bend the curve in the State of California." Gov. Gavin Newsom, March 19, 2020, Speaking on Covid-19 Order.

Agriculture is an essential industry for California, socially, economically and culturally. Its importance is even more profound now during the Covid-19 Crisis. To ensure this industry, and the thousands and thousands of jobs it sustains, can continue to play an important role in California's economy, we respectfully encourage you to increase the State Water Project ("SWP") allocation to 35 percent. The aim is to enhance the economy of the San Joaquin Valley by achieving the co-equal goals of employing thousands of people in need—many living in severely disadvantaged communities—who are ready, willing and able to do jobs that only water can provide; and producing food and fiber that will ensure food security for our nation.

Farming is the primary source of employment in the San Joaquin Valley. For example, in Kings County, the January 2020 unemployment rate is 9.4 percent, compared to a 4.3 percent rate for California. Half of Kings County is classified as disadvantaged communities. The present Covid-19 Crisis is causing layoffs across nearly every sector, so these unemployment rates will almost certainly increase. An increase in the SWP allocation would increase imminent seasonal plantings, generating positive social and economic benefits for many communities. Increased plantings will require higher employment and additional hours through the harvest season, which will help alleviate the impending unemployment spike.

Storms in the past week have deposited several feet of snow onto the Sierras, which has increased the trend of the year's hydrology to nearly 70 percent of average. This March snow is a blessing, especially if the State Water Project allocation responsibly reflects this reality.

We understand there are broader, long-term legal and policy issues regarding water in California. The State of California, however, has complete control over the SWP allocation. By increasing it to a minimum of 35 percent, from its present level of 15 percent, you can alleviate immediate social and economic hardship for thousands of families and their communities throughout the San Joaquin Valley.

Regards, [Signatures on Following Pages] Ooy Verboon

Doug Verboon, Chairman County of Kings

Silvia Maldonado, Chairperson Kettleman City Community Services District

Richard Valle, Supervisor Dist. 2 County of Kings Melissa Whitten, City Manager City of Avenal

Kindon Meik, City Manager City of Corcoran Bruce Howarth, General Manager Alpaugh Community Services District

Dusty Ference, Executive Director Kings County Farm Bureau

Burene

Lance Lippincot, President/CEO Kings County Economic Development Corporation

Mark Gilkey, General Manager Tulare Lake Basin Water Storage District Scott Sills, General Manager Empire-Westside Irrigation District

Dale Melville, General Manager Dudley Ridge Water District Phillip Nixon, General Manager Berrenda Mesa Water District Belridge Water Storage District Lost Hills Water District Leof Wyrick

Jeof Wyrick, President Henry Miller Water District

L. Mart Mulkay

L. Mark Mulkay, General Manager Kern Delta Water District

Dennis Mills, General Manager Kings County Water District

Mid-Kings River GSA

Nathan Olsen, City Manager

City of Lemoore

LaToya Tate, General Manager

Home Garden Community Services District

DWR's Yuba Accord Water Transfer Program for 2020 Yuba Water Component Information

Pursuant to the Yuba Accord, the California Department of Water Resources (DWR) has given pre-notice that they will implement a Yuba Water Program (Program) during 2020. As a signatory to the Yuba Agreement, Kern County Water Agency (Agency) is offering this water to its participating Member Units. A general description of the Program is as follows:

- For Components 1 through 3 (C1-3) water, 60,000-100,000 acre-feet (AF) of water is likely to be available at \$200/AF based on a dry year classification (subject to the final Sacramento Valley index as of the May Bulletin 120).
- For Component 4 (C4) water, 77,000 AF of water is likely to be available at \$350/AF.
- DWR staff currently estimates there is sufficient transfer capacity to move Yuba water. However, the ability to move water is subject to changing conditions. Therefore, the full amount of Components 1-3 water may not be available in 2020, and it is unlikely that it would be repaid in a future year.
- DWR has asked that Contractors provide their requests for Component 4 water now; however, requests will be able to be modified any time before May 13.
- Purchase prices are for water north of the Delta (NOD), <u>before carriage losses</u>. Historically, operators have estimated carriage losses to be between 20-35 percent.
- Estimated Variable OMP&R and Off-Aqueduct costs through Dos Amigos are \$39/AF.
- Pursuant to the DWR/Agency long-term Yuba Transfer agreement, the Agency is obligated to purchase its allocated share of Yuba C1-3 water unless another Yuba participant is willing to purchase our allocated share.
- Pursuant to the Agency/MU long-term Yuba agreement, each district is obligated to purchase its allocated share of Yuba C1-3 water as one block of water, at a melded rate, unless another participating MU (or SWC) is willing to purchase your allocated share. Program water is allocated based on participating MUs SWP Table A amounts.
- Pursuant to Amendment No. 4 of the Agency/DWR Yuba Accord agreement, the Agency is not obligated to purchase C4 water.
- All program water made available may be greater or lesser than has been predicted by DWR.
 Therefore, participants are urged to request the maximum amount they would like to receive to allow for efficient allocation of any added water that might become available later in the transfer season. All program requests are NOD, before carriage losses.

As a participating Member Unit in the Yuba Program, please complete this request form and return it to the Agency no later than **5:00 p.m. Friday, April 10, 2020**. You will be notified of your allocated share of the Agency's purchase.

Member Unit Request Section:

We hereby request our share of Program water as described above and as outlined in the chart below:

| Yuba Water Type | Est. Amount Available | NOD Cost ¹ | Est. SOD Cost (assumes 35% loss) | Est. Cost thru Dos Amigos | Total Est. Cost thru Dos Amigos | District Request Amount ² |
|-----------------------|--------------------------|-----------------------|---|---------------------------------|---------------------------------------|--|
| C1-3 | 60,000- 100,000 AF | \$200/AF | \$308/AF | \$39/AF | \$347/AF | Max Available |
| C4 | 77,000 AF | \$350/AF | \$538/AF | \$39/AF | \$577/AF | 0 |

| L. Mark Mulkay | Kern Delta WD | 3/30/2020 |
|----------------|---------------|-----------|
| Ву | District | Date |

¹ Subject to change based on the final amount of Components 2 and 3 water made available.

² The amount requested may be in excess of the estimated amount available.

Allocation of Yuba Water

DWR Allocation 4/10/2020 **C1-3 (AF)**: 11,100 **C4 (AF)**: 9,396

Total Water Available: 20,496

Basis for Allocation: Table A / MU

Total South C4 C4 of Delta Table A C1-3 Request Request C1-3 Allocation Allocation (35% loss)* (AF) (AF) (AF) (AF) (AF) (AF) 100,000 1,151 1,079 1,449 Berrenda Mesa WD..... 92,600 100,000 1,864 1,480 1,388 Lost Hills WD... 119,110 100,000 100,000 100,000 100,000 1,510 1,416 1.902 Belridge WSD.... 121,508 2,426 1,926 1,806 155,000 25,000 100,000 Semitropic WSD Cawelo WD..... 38,200 100,000 100,000 475 445 598 3,500 1,031 966 1,298 82,946 100,000 Improvement District No. 4 Rosedale-Rio Bravo WSD..... 29,900 5,000 372 241 Buena Vista WSD.... 317 206 Kern Delta WD..... 25,500 100,000 Henry Miller WD Tejon-Castac WD 31,500 100,000 391 254 West Kern WD.... 3,084 2,449 2,296 Wheeler Ridge-Maricopa WSD..... 197,088 100,000 100,000 Total.... 893,352 830,000 603,500 11,100 9,396 13,322

Cost North of the Delta for C1-3 = \$200/af

^{*}Subject to change until DWR completes its reconciliation of carriage water losses in late 2020.