

TEJON-CASTAC WATER DISTRICT (TCWD)
TEJON-CASTAC GROUNDWATER SUSTAINABILITY AGENCY (GSA)
5665 Santa Elena Drive, Arvin, CA 93203

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**Regular Meeting of the Board of Directors of Tejon-Castac Water District and
Tejon-Castac Water District GSA**

August 12, 2025 – 9:00 a.m.; In-Person Only at the 5665 Santa Elena Drive, Arvin, CA 93203

This meeting is held in accordance with the Brown Act Pursuant to Section 54956 of the California Government Code.

Meeting material can be found at <https://tejoncastacwd.com>

AGENDA

- 1) Roll Call
- 2) Approval of Meeting Minutes of the Regular Board Meeting of June 10, 2025
- 3) Public Hearing on adoption of the 2025 Groundwater Sustainability Plan for Kern County Subbasin.
- 4) Consider Adoption of 2025 GSP for Kern County Subbasin.
- 5) Consider approval of the Third Amended Kern County Subbasin Coordination Agreement among Subbasin Groundwater Sustainability Agencies.
- 6) Consider approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement for the Kern Non-Districted Land Authority.
- 7) Reports & Updates (Review and possible action on):
 - A. Facility Reports
 - B. Operations
 - C. SGMA Update
 - D. Financials

8) Public Comments:

Members of the public may address the Board on matters within the TCWD's jurisdiction, which is not on this agenda, at this time (As required by Gov. Code § 54954.3(a)). However, any such non-agenda matter that requires action will be referred to District staff or a report and action at a subsequent Board meeting.)

9) Adjournment to Closed Session

1. *Conference with Legal Counsel—Potential Litigation (Govt. Code Section 54956.9(d)(2)):*
(one item)

10) Adjourn

AMERICANS WITH DISABILITIES ACT
(Government Code Section 54953.2)

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the District to provide disability-related modification or accommodation in order to participate in any public meeting of the Tejon-Castac Water District. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the District's office, at least 72 hours before a regular public District Meeting.

TEJON-CASTAC WATER DISTRICT (TCWD)
5665 Santa Elena Drive, Arvin, CA 93203
MINUTES
OF THE REGULAR BOARD OF DIRECTORS MEETING

Date of Meeting: Tuesday, June 10, 2025

DIRECTORS PRESENT: Mark Fanucchi, Mark Valpredo, Dolores Salgado, Jeff Mettler

DIRECTOR ABSENT: Dennis Atkinson

OTHERS PRESENT: Kenny Watkins, Jeff Eklund, Robert Velasquez, and Legal Counsel Alan Doud.

The meeting commenced at 9:00 a.m.

On motion by Director Mettler, and seconded by Director Salgado, the meeting minutes of the Regular Board meeting of April 8, 2025, were unanimously approved by the board.

There was a discussion about the need to establish residential rates. There was a review of the proposal submitted by Jeff Eklund from P&P. After a brief discussion Director Salgado motioned to approve the proposal, the motion was seconded by Director Fanucchi and unanimously approved by the Board.

Ms. Martin talked about Resolution 2025-03, Announcing the November 2025 District Election and Procedure Related Thereto. She advised the Board that the term was coming to an end for Director's Atkinson and Mettler. After some discussion, and on motion by Director Salgado, seconded by Director Fanucchi, Resolution 2025-03 was approved.

Ms. Martin informed the Board that the GM of the KCWA, Tom McCarthy, was leaving, and in the meantime the position would be covered by a couple of staff members.

Ms. Martin presented the final draft amendments to the Kern Subbasin GSP and supporting appendix of projects and management actions for the GSA. She also asked the Board to consider authorizing their submission by the Kern County Subbasin Point of Contact to the SWRCB before June 20th for review by SWRCB staff, and their release for public review and comment. After a brief discussion, all three items were unanimously approved on motion by Director Salgado and seconded by Director Fanucchi.

Mr. Watkins presented the facility and operations reports. He explained that lane three of Wheeler Ridge Road will be resurfaced and the county is requesting TCWD to lower all water valve cans. He has requested a proposal from HPS. The Board asked if the proposal is over \$50,000, it be brought back to the Board for review and approval.

Robert Velasquez presented the financials and the 2025-2026 budget. Director Valpredo recommended changing the way depreciation and assessments are shown. After some discussion, and on motion by Director Mettler, seconded by Director Salgado, the financials and 2025-2026 budget were unanimously approved.

There was no public comment.

The meeting went into closed session. There was nothing to report out of closed session.

The meeting was adjourned at 9:52 p.m.

Angelica Martin, Secretary, Tejon-Castac Water District

Approved by: Tejon-Castac Water District Board of Directors

Dated: August 12, 2025

**Key Changes to the Kern Subbasin Groundwater Sustainability Plan (GSP) as it
pertains to Tejon-Castac Water District (TCWD) Groundwater Sustainability Agency
(GSA)**

GSP Topic	Impact to TCWD GSA
Monitoring Network	No data gaps identified in TCWD GSA No impact
Groundwater level Sustainable Management Criteria (SMCs)	No change to TCWD GSA SMCs Minimal impacts
Groundwater quality SMCs	Changes to TCWD GSA SMCs Some potential impacts
Land subsidence SMCs	No change in TCWD GSA No impact
Well mitigation program	Addition of water quality mitigation track No anticipated impact

Groundwater level SMCs:

The Subbasin-wide Undesirable Results (UR) definition now includes a third criterion: “a GSA is unable to meet well mitigation needs”. Therefore, a subbasin-wide UR would be designated if any GSA in the Subbasin has insufficient funds to provide dry well mitigation to eligible applicant(s).

Groundwater quality SMCs:

For the one Representative Monitoring Well for Degraded Water Quality (RMW-WQ) in TCWD GSA (Caratan Well), Measurable Objectives (MOs) are set at the water quality objective, and Minimum Thresholds (MTs) are set at the water quality objective due to a lack of historical data. These SMCs have been identified as “preliminary” and may need to be re-assessed once sufficient data has been collected (5 or more semi-annual samples). There is a risk of exceeding the MTs if constituent concentrations already exceed the water quality objectives. Semi-annual sampling has been coordinated, with the first sample collection scheduled for June 2025.

The Subbasin-wide UR definition has been revised to include three criteria:

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

3. *A GSA is unable to meet mitigation needs.*

The MT exceedance investigation process has been expanded to consider a general three-mile buffer around the RMW-WQ and outlines specific noticing requirements the GSA will need to conduct to domestic well owners of record within the buffer following an MT exceedance and associated investigation findings. Based on the February 2025 Well Inventory, there are five domestic wells within the three-mile buffer of the Caratan Well.

Similar to groundwater levels, the mitigation backstop has been included. Therefore, a subbasin-wide UR would be designated if any GSA in the Subbasin has insufficient funds to provide water quality well mitigation to eligible applicant(s).

Well Mitigation Program:

The Well Mitigation Program has been expanded to include a designated Degraded Water Quality Mitigation Track that would provide interim supplies, and long-term solutions for domestic wells and multi-use domestic wells impacted by Degraded Water Quality as determined through the MT Exceedance Policy and/or through the Well Mitigation Program. There are no domestic wells mapped within TCWD GSA based on the February 2025 Well Inventory, and therefore at this time there are no anticipated costs for TCWD GSA for water quality mitigation.

Third Amended Kern County Subbasin Coordination Agreement

This Third Amended Kern County Subbasin Coordination Agreement (“Agreement” or “Coordination Agreement”) is made effective as of _____, 2025 by and among the Groundwater Sustainability Agencies (each a “GSA” and collectively “GSAs”) within the Kern County Subbasin (each a “Party” and collectively the “Parties”) developing multiple Groundwater Sustainability Plans (“GSPs”). The Parties are identified in Attachment 1 and make this Agreement with reference to the following facts:

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act, and regulations were later adopted to implement SGMA and are codified in Title 23 of the California Code of Regulations (“CCR”), all of which are referred to collectively in this Agreement as “SGMA”; and

WHEREAS, SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner; and

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

WHEREAS, the Subbasin includes twenty (20) GSAs managing the Subbasin through multiple coordinated GSPs; and

WHEREAS, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs intending to develop and implement multiple GSPs within a subbasin to enter into a coordination agreement; and

WHEREAS, the Agreement does not prevent any Party from providing comments on a GSP, or otherwise coordinating among parties with regard to specific items in a GSP outside this Agreement, on issues including but not limited to specific border conditions between GSPs and/or the timing and/or effect of projects and management actions contained within another GSP; and

WHEREAS, nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right;

WHEREAS, this Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, related to the coordination of GSPs in the Subbasin, including the Coordination Agreement effective January 20, 2020, the First Amended Coordination Agreement effective July 22, 2022, and the Second Amended Coordination Agreement effective December 13, 2024.

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend for this Agreement to describe how the Parties will work together to ensure coordinated implementation of the multiple GSPs covering the Subbasin to satisfy the requirements of SGMA. In particular, it documents the Parties' agreement to rely upon or otherwise include identical language, content, and form for the GSPs, and to require any future amendment to those GSPs be approved by unanimous consent of the Parties, unless a change is (1) specific to an individual GSA's data or information, (2) required to comply with SGMA, and (3) would not otherwise impact the language, content, and form of the collective GSPs approved through the governance process described in Section 3 below. This Agreement shall be incorporated into each GSP that is adopted to cover a portion of the Subbasin.

Section 2 General Guidelines

Responsibilities of the Parties

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect any Party's responsibility to implement the terms of the GSP it has adopted pursuant to SGMA. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

No Adjudication or Alternative Plans in the Subbasin

As of the date of this Agreement, there are no portions of the Subbasin that have been adjudicated or have submitted an alternative to a GSP to DWR pursuant to Water Code section 10733.6.

Section 3 Governance

Subbasin Coordination Committee

The Subbasin Coordination Committee will facilitate discussion of Coordination Activities (defined below). The Subbasin Coordination Committee will consist of one representative appointed from each Party. Compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party. Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing Party and may be removed or substituted from the Subbasin Coordination Committee by the appointing Party at any time.

3..1 The Subbasin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement.

3..2 The Subbasin Coordination Committee may suggest subcommittees, workgroups, or otherwise request staff and/or consultants of the Parties develop technical data, supporting information and/or recommendations.

The purposes of the Subbasin Coordination Committee are to (1) provide a forum to discuss each Party's recommendation regarding the appointment of a Plan Manager who will act in accordance with this Agreement; and (2) provide a forum wherein the Parties may discuss Subbasin coordination activities, which may include the Parties' development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin, pursuant to SGMA requirements ("Coordination Activities").

Plan Manager

Appointment (or renewal) of the Plan Manager shall require the affirmative vote of more than 75% of the, and any vote to remove the Plan Manager shall require a vote of more than 25% of the. A removed Plan Manager is not eligible for reappointment. Any Party may call for a review of the Plan Manager's engagement at any time. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board ("SWRCB"), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or Party. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

Section 4 Exchange of Data and Information

Procedure for Exchange of Information

4..1 The Parties may exchange information through collaboration and/or informal requests made at the Subbasin Coordination Committee level or through subcommittees suggested by the Subbasin Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Subbasin Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

4..2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Subbasin Coordination Committee.

Non-Disclosure of Confidential Information

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

SECTION 5 GSP Data and Methodologies

Pursuant to Water Code section 10727.6 and 23 CCR § 357.4, the Parties have agreed to the same data and methodologies used in their respective GSPs for the following: (1) groundwater elevation data; (2) groundwater extraction data; (3) surface water supply; (4) total water use; (5) change in groundwater storage; (6) water budget; and (7) sustainable yield. In addition, the Parties have further agreed to the same data and methodologies used in the development of Sustainable Management Criteria (SMC). The Parties have further agreed that such methodologies will continue to be used in the future development and implementation of such GSPs, except to the extent modified by the Parties in the future in compliance with SGMA and the protocols established in the GSPs.

Coordinated Data Management System

The Parties have developed and will maintain a data management system (“DMS”) that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and Monitoring Network of the Subbasin as described in the GSPs as required by SGMA.

SECTION 6 Coordinated Monitoring Networks

The Parties shall rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all GSAs and any management areas within the boundaries of the defined Subbasin, and do so in the development and implementation of the GSPs covering the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs, including Sections 8 (“Current and Historical Groundwater Conditions”) and 15 (“Monitoring Network”). The Parties have selected the infrastructure (wells, extensometers, etc.) comprising the Monitoring Network because it accurately represents baseline groundwater conditions and is designed to generate sufficient data to evaluate changing conditions occurring through implementation of the GSPs.

The Parties shall also rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that have been developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all GSAs and any management areas within the defined boundaries of the Subbasin. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing SMC, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

Monitoring Networks Protocols

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the defined boundaries of the Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

Party Changes to Subbasin Monitoring Networks

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in the GSPs, and as follows.

To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the details and data reasonably necessary to review the request and evaluate potential effects, and as required by DWR. At a minimum, a request should provide the following information:

1. Reason for change (e.g., collapsed well, dedicated monitoring station constructed, additional monitoring to represent recently constructed project, etc.).
2. Type of monitoring point, construction information (e.g., well depth, use type, etc.), description of conditions being represented and documentation of how the monitoring point is representative of those conditions, elevation, and latitude/longitude coordinates.
3. Applicable sustainability indicators (i.e., groundwater levels, water quality, subsidence, groundwater in storage), and SMCs and documentation of data and methodology used to establish each SMC, if historical data is available.

The Plan Manager shall prepare a coordinated request memorandum for Subbasin Monitoring Networks changes semiannually on June 1st and January 1st for submittal to the Subbasin Coordination Committee and DWR. The Plan Manager shall report receipt of DWR confirmation and/or collect additional information as requested by DWR following submittal of the request. Following DWR processes, the Plan Manager shall confirm the changes with the individual Party(ies) and Subbasin Coordination Committee, in compliance with SGMA and any DWR guidelines.

SECTION 7 Coordinated Water Budgets

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all GSAs and any management areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in Section 9 (“Water Budget Information”) of the GSPs.

SECTION 8 Well Mitigation Program

The Parties have established, and will continue, a Subbasin domestic well mitigation program (“Well Mitigation Program”), and exceedance policies, to provide emergency and interim drinking water supplies, and long-term solutions for households reliant on domestic wells that have lost access to drinking water due to dry wells, or have lost well production or experienced groundwater quality degradation caused by groundwater management activities of a GSA. The current version of the Well Mitigation Program is attached to the GSPs, which may be amended from time to time by agreement of the Parties without an amendment of this Agreement.

SECTION 9 Adoption and Use of the Coordination Agreement

Cooperative Implementation of GSPs

The Parties intend that the multiple GSPs will be implemented together to satisfy the requirements of SGMA. To facilitate cooperative and coordinated plan implementation, the Parties have agreed to utilize the same groundwater models, descriptions of the physical setting and characteristics of the separate aquifer systems within the Subbasin, methodologies as specified in Water Code section 10727.6, definitions of undesirable results, minimum thresholds, measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the entire Subbasin and how it will be sustainably managed.

GSP and Coordination Agreement Submission

The Parties shall submit their respective GSPs to DWR or SWRCB through the Plan Manager in accordance with SGMA. The Parties intend for this Agreement to demonstrate compliance with the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4, and 10727.6 for the entire Subbasin.

Reporting Coordination

Annual Reports

The Parties will submit a joint annual report to DWR through the Plan Manager by April 1 annually. The annual report shall contain information about the Subbasin as duly required by SGMA or DWR.

Annual Data Collection and Reporting

The Parties will submit to DWR through the Plan Manager their collective data for Representative Monitoring Wells, as provided in the GSP. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

- Collection of data between the approved timeframes only
- Spring Measurements: January 15th to March 30th
- Fall Measurements: August 15th to November 15th

The Plan Manager shall submit the collective data to DWR after obtaining data from each Party within the Subbasin as follows:

- Spring Measurements: July 1st
- Fall Measurements: January 1st

The Parties agree to comply with these requirements to provide data into the DMS annually.

Exceedances

The Parties agree to comply with the Exceedance Policy and Action Plans (Appendix K-1) and Degraded Water Quality Implementation Provisions (Appendix K-2).

In Event Entire Subbasin Not Covered by GSP

In the event it appears that the entire Subbasin may not be covered by one or more GSPs after January 31, 2020, each Party may take such action as deemed necessary or appropriate by such Party with respect to filing its GSP and/or other documents with DWR or the SWRCB.

Duration of Coordination Agreement

This Coordination Agreement shall commence upon its full execution and continue until the next periodic evaluation of the GSP(s) covering the Subbasin pursuant to 23 CCR § 356.4, or action by the SWRCB to designate all or part of the Subbasin as probationary under Water Code section 10735.2, whichever occurs first. If the SWRCB takes action first, then this Agreement will continue for twelve (12) months after the effective date of the SWRCB's action. The Parties shall review the Coordination Agreement for renewal, with or without amendment or modification, at each periodic evaluation or upon action by the SWRCB to designate all or part of the Subbasin as probationary.

SECTION 10 Modification and Termination

Modification

This Agreement shall be reviewed as part of each periodic evaluation under 23 CCR § 356.4 and may be supplemented, amended, or modified only by the written agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

This Agreement may also be amended at any time by unanimous agreement of the Parties.

Withdrawal, Termination, Adding Parties

A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days' written notice to the other Parties.

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a portion of the Subbasin that would otherwise be without coverage.

This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

SECTION 11 Dispute Resolution

Procedures for Resolving Conflicts

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty (30) days after such written notice, the disputing Parties shall attempt in good faith to resolve the dispute through informal means. If the disputing Parties cannot agree upon a resolution of the dispute within thirty (30) days from the provision of written notice

specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing Parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the dispute. If the disputing Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the disputing Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

Litigation

In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall be used to limit one Party's ability to file litigation against another Party for the purpose of enforcing SGMA compliance or other matters related to groundwater.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Attachment 1

[Insert All GSAs]

**FOURTH AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
KERN NON-DISTRICTED LAND AUTHORITY**

THIS FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (**Agreement**) is made and effective on the last date executed (**Effective Date**) pursuant to the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*) by and among the public agencies listed on the attached **Exhibit A** (each, a **Member** and collectively, **Members**) providing for the Kern Non-Districted Land Authority (**Authority**) and setting the terms pursuant to which the Authority will operate.

RECITALS

A. Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have three times amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.

B. Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.

C. The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, “**Kern County Subbasin**” means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (**DWR**).

D. Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;
2. A collection of local agencies has adopted GSPs that collectively serve as a

GSP for the entire Kern County Subbasin; or

3. DWR has approved an alternative pursuant to Water Code section 10733.6.

E. No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.

F. Water Code section 10724(a) provides that, “[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area.” The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.

G. The Kern County Water Agency (**KCWA**), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (**KGA**), with KCWA’s jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (**Non-districted Land**). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (**Outside Member Land**).

H. The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member’s rights and authorities under its GSP, what lands are included in a Member’s GSA or GSP, or over a Member’s own internal matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

ARTICLE 1

DEFINITIONS

1.1 “Associate Members” means those Members of the Authority identified on the attached **Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.

1.2 “Board of Directors” or “Board” means the governing body of the Authority as established by Section 3.01 below.

1.3 “General Member” means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.

1.4 “Jurisdictional Member” means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.

1.5 “Members” means the General Members, Associate Members, and Jurisdictional Member.

1.6 “Special Activities” means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

ARTICLE 2

CREATION OF AUTHORITY

2.1 Creation of Authority. There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

2.2 Purpose of the Authority. The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

2.3 Term. This Agreement will become effective upon execution by all of the Members and will remain in effect unless earlier terminated pursuant to Section 4.10. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which is terminated or withdraws from its participation in the Authority pursuant to Section 4.10.. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.

ARTICLE 3

POWERS

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

ARTICLE 4

INTERNAL ORGANIZATION

4.1 Governing Body. The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.

4.2 Directors. Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4

below. A Director and any alternate Director so named will continue to serve until his or her respective successor is appointed.

4.3 Officers. The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.

4.4 Committees. The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No committee or participant on such committee will have any authority to act on behalf of the Authority.

4.5 Quorum. Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

4.6 Voting. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.

4.7 Affirmative Decisions of the Board of Directors. Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.

4.8 Meetings. Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)

4.9 Special Activities. With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members

to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) **Continued Administration of Existing Grants.** As a first Special Activity, which will not be subject to approval by the Board of Directors, the Members agree the Authority may continue to administer grants awarded to the Authority prior to the Effective Date in the same fashion as those grants have historically been administered by the Authority. However, this agreed Special Activity for administration of existing grants may not serve as a precedent for administration by the Authority of any future grants as those must be the subject of an additional Special Activity and Board approval.

4.10 Admission, Withdrawal, and Termination of Members.

(a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.

(b) A Member may withdraw from the Agreement by providing 180 days' notice to the Executive Director and all current Members. Withdrawal does not affect, alleviate, or otherwise terminate any financial obligations made prior to notice of withdrawal while a Member, including payment of budget obligations approved while still a Member.

(c) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

- (d) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's termination.
- (e) A Member's withdrawal under Section 4.10(b) or termination under Section 4.10(c) shall not otherwise affect the Agreement or the Authority's ability to operate under this Agreement without the terminated or withdrawn Member.

ARTICLE 5 FINANCIAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).

5.2 Funds; Accounts. An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board of Directors. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board of Directors may compensate the fiscal agent for services rendered.

(a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(b) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.

5.3 Property; Bonds. The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

5.4 Budget. By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

5.5 Payments to the Authority.

(a) Except as otherwise provided, all fees, costs and expenses incurred by the

Authority for general administrative services, such as legal, preparation of audits, and other general administrative functions, and activities related to development and implementation of a GSP for Non-districted Land covered by the Authority's GSP or GSP chapter shall be funded (i) from permissible contributions from or charges to third parties, including landowners within the Non-districted Land covered by the Authority's GSP or GSP chapter and (ii) assessments on the Members and Associate Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members and Associate Members, as shown on the attached **Exhibit A**. Members that were not Members of the Authority prior to the Effective Date (i.e., Members joining the Authority through execution of this Agreement) shall not be obligated to pay assessments to the Authority for any of the debts, liabilities or obligations of the Authority incurred prior to the Effective Date, unless expressly assumed in writing.

(b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.

5.6 Liability For Debts. The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached **Exhibit A**.

5.7 SGMA-Related Expenses Incurred by Members. Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.

5.8 Separate Entity; Property. In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

5.9 Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.

(a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.

(b) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

**ARTICLE 6
MANAGEMENT**

The Authority may, by contract, hire for management services to the Authority. In lieu of that hiring, the Authority may engage one or more staff members from the Members, with the consent of that Member, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any staff member so engaged shall remain the employee of the Member employing him or her, and that Member shall be solely responsible for the staff member's compensation.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Amendment. This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained.

7.2 Severability and Validity of Agreement. If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

7.3 Assignment. Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to

assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

7.4 Execution in Parts or Counterparts. This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

7.5 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.

7.6 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

7.7 Interpretation. The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Whenever the words “include,” “includes,” and “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth on the attached **Exhibit A**.

EXHIBIT A

GENERAL MEMBERS	
Name: ARVIN-EDISON WATER STORAGE DISTRICT	Name: WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
Name: TEJON-CASTAC WATER DISTRICT	Name: KERN DELTA WATER DISTRICT
Name: KERN-TULARE WATER DISTRICT	Name: KERN COUNTY WATER AGENCY IMPROVEMENT DISTRICT NO. 4

Name: SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT	Name: SHAFTER-WASCO IRRIGATION DISTRICT
Name: SHAFTER-WASCO IRRIGATION DISTRICT SEVENTH STANDARD ANNEX	Name: NORTH KERN WATER STORAGE DISTRICT
Name: CAWELO WATER DISTRICT	Name: WESTSIDE DISTRICT WATER AUTHORITY
Name: SEMITROPIC WATER STORAGE DISTRICT	Name: KERN WATER BANK GROUNDWATER SUSTAINABILITY AGENCY

Name: WEST KERN WATER DISTRICT	Name: OLCESE WATER DISTRICT
Name: ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT	Name: BUENA VISTA WATER STORAGE DISTRICT
Name: KERN COUNTY WATER AGENCY PIONEER PROJECT GSA	

ASSOCIATE MEMBERS	
Name: EASTSIDE WATER MANAGEMENT AREA	

JURISDICTIONAL MEMBER	
KERN COUNTY WATER AGENCY	



3005 James Rd.
Bakersfield, CA 93308
Phone: 661-399-3361
Fax: 661-399-0828
License: # 89, A
DIR #1000000085

To: TEJON CASTAIC WATER DISTRICT
Address: P.O BOX 1000 / 4436 LEBEC RD

LEBEC,CA
93243

Attn: KENNY WATKINS
Phone: (661) 663-4224
Email: kwatkins@tejonranch.com
Fax: (661) 248-3100

Date: 6/30/2025

Bid #: 146BRW25
Project: Tejon Adjust Utilites Wheel Ridge R2

Addendum #:
Estimator:
Phone: (661)632-6173
Email: barrett.wallace@gcinc.com

Bid Item	Description	Qty	Unit	Unit Price	Ext Price
	TRAFFIC CONTROL	1.000	LS	\$23,000.00	\$23,000.00
	LOWER UTILITIES	24.000	EA	\$1,000.00	\$24,000.00
	RAISE UTILITIES	24.000	EA	\$1,600.00	\$38,400.00
Bid Total:					\$85,400.00

INCLUSION:

1. PRICING IS FOR THE ITEMS OUTLINED ABOVE ONLY. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS ARE INCLUDED IN OUR SCOPE OF WORK
2. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE. ANY PARTIAL AWARD OF WORK MUST BE APPROVED BY GRANITE. THIS PROPOSAL WILL BE ATTACHED TO ANY SUBCONTRACT AGEEMENT BETWEEN THE PARTIES.
3. ALL WORK IS TO BE FIELD MEASURED FOR BILLING QTY'S IF THERE IS NO UNIT OR LUMP SUM PRICE IT WILL BE PAID AS EXTRA WORK.
4. PROGRESS PAYMENTS ARE TO BE REMITTED AS PER THE GENERAL CONDITIONS. PAYMENT DUE UPON RECEIPT OF INVOICE
5. ALL TRASH & DEBRIS ON ROAD TO BE REMOVED BY OTHERS
6. WORK TO BE DONE IN 1 MOVE ADDITIONAL MOVES WILL BE CHARGED AT \$ 10,500.00 EA PER OPERATION
7. GRANITE TO HAVE FULL ACCESS TO WORK AREA
8. THIS PROJECT IS BID WITH UNAPPROVED PLANS. THIS PRICE IS SUBJECT TO CHANGE WHEN AN APPROVED SET IS PROVIDED
9. THE REQUIRED TRAFFIC CONTROL MAYBE REVISED ONCE APPROVED PLANS & TRAFFIC CONTROL PLANS HAVE BEEN PROVIDED BY THE AGENCY \ OWNER
10. 15 WORKING DAY NOTICE IS REQUIRED FOR SCHEDULING
11. PROPOSAL IS BASED ON A STANDARD DAY- TIME SHIFT, MONDAY THRU FRIDAY, 40 HOUR STRAIGHT TIME WORK WEEK
12. PROPOSAL BASED ON OWNER PROVIDING GRANITE WITH COMMENSURATE AREA ONSITE FOR LAYDOWN YARD, EMPLOYEE PARKING, AND OTHER GRANITE EQUIPMENT AND SUPPORT FACILITIES INCIDENTAL TO ITS WORK.

TEJON-CASTAC WATER DISTRICT
BALANCE SHEET
UNAUDITED
June 30, 2025

ASSETS

	June 30, 2025	June 30, 2024
Current assets:		
Cash	\$ 262,833	5,761
Accounts receivable	1,213,191	688,597
Intercompany receivable	-	0
Banked water inventory	4,136,056	4,136,056
Prepaid expenses	39,933	53,133
Total current assets	<u>5,652,013</u>	<u>4,883,547</u>
Investment in Kern Water Bank Authority	685,049	685,049
Capital assets	18,550,036	19,525,616
Total assets	<u>\$ 24,887,098</u>	<u>25,094,212</u>

LIABILITIES AND MEMBERS' CAPITAL

Current liabilities:		
Accounts payable	\$ 157,135	\$ 717,223
Intercompany payable	747,438	0
Current portion of obligations under capital lease	21,101	21,101
Accrued Liabilities	(473)	14,446
Total current liabilities	<u>925,201</u>	<u>752,770</u>
Obligations Under Capital Lease	673,701	697,271
Net Position		
Net investment in capital assets	23,644,171	23,954,484
Change in net position	(355,975)	(310,313)
Total net position	<u>23,288,196</u>	<u>23,644,171</u>
Total liabilities and net position	<u>\$ 24,887,098</u>	<u>25,094,212</u>

TEJON-CASTAC WATER DISTRICT
EARNINGS STATEMENT
UNAUDITED
June 30, 2025

	<u>Month to Date</u>	<u>Year to Date</u>
Operating Revenue		
Water assessments	\$ 300,000	\$ 2,150,000
Water sales	<u>510,738</u>	<u>2,707,208</u>
Total Revenues	810,738	4,857,208
Operating Expenses		
Water purchase costs	(748)	804,308
Professional services	29,523	309,123
Repairs & maintenance	35,262	682,187
Operator expense	59,053	752,629
Testing	20,773	148,965
Cost of operations	126,855	1,101,031
Depreciation	<u>100,665</u>	<u>1,209,565</u>
Total Operating Expenses	<u>416,746</u>	<u>5,167,086</u>
Operating - gain/(loss)	393,992	(309,878)
Non-operating Expenses		
Interest Expense	<u>3,488</u>	<u>46,097</u>
Operating increase/(decrease) in net position	390,504	(355,975)
Contribution of capital assets	<u>-</u>	<u>-</u>
Change in net postion	390,504	(355,975)
Net Position, beginning	<u>23,644,171</u>	<u>23,644,171</u>
Net position, ending	<u><u>24,034,675</u></u>	<u><u>23,288,196</u></u>

TEJON CASTAC WATER DISTRICT
MONTHLY CASH FLOW STATEMENT-FORECAST
FOR THE FISCAL YEAR 2025

FY2025						
Budget FY2025	JUN	BILLINGS		COLLECTIONS	OUTSTANDING	
Beginning Cash and Investments	\$ 114,168	FY2025	July	210,286.00	212,360.27	(2,074.27)
Net Cash	(77,639)		August	217,393.00	217,393.00	-
Ending Cash and Investments	36,529		September	190,601.33	181,459.95	9,141.38
			October	223,822.33	223,822.33	-
			November	155,494.46	155,494.46	-
			December	148,622.71	148,622.71	-
			January	160,328.61	160,328.61	-
			February	141,265.82	140,855.18	410.64
			March	167,237.60	166,858.56	379.04
			April	188,620.28	171,266.49	17,353.79
			May	189,816.67	149,104.63	40,712.04
			June	201,058.75	201,058.75	-
		Total Outstanding A/R				\$ 65,922.62
Actual FY2025						
Beginning Cash and Investments	13,570					
Net Cash	263,663					
Ending Cash and Investments	277,233					
Variance	\$ 240,704					
CASH BANK BALANCE - April 7, 2025	234,562					