

**AGENDA  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS  
SPECIAL MEETING**

April 27, 2026  
8:30 AM

Rosedale Rio-Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
2<sup>nd</sup> Floor Committee Room

This meeting will be made available to the public telephonically/electronically.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:

Via Web: <https://zoom.us/j/83815086560>  
Meeting Number (Access Code): 838 1508 6560  
Meeting Password: 982590  
Telephone Dial In: (669) 900-6833

*As a courtesy to the other participants, please mute your phone when you are not speaking.*

**PLEASE NOTE:** Participants joining the meeting will be placed into the lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Participants who join the meeting while the Board is in closed session will be placed in the waiting room. When the Board has returned to open session, the participants will be automatically added to the meeting.

**CALL TO ORDER**      8:30 a.m.

**ROLL CALL**              Directors Pierucci, Selvidge, Feron, Reinhart

**PUBLIC COMMENT  
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com) before 5:00 p.m. on April 26, 2026.

**ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE**

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## **1. COMMUNICATIONS TO THE BOARD**

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- a) Written:
- b) Oral:

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## **2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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## **3. CONSENT ITEMS**

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- a) Consideration of Regular Meeting Minutes February 2, 2026

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## **4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

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- a) Consideration of Quarterly Budget to Actual Q3 2025-2026 (Chris)
- b) Consideration of Fiscal Year End June 30, 2027 Budget (Fiona)

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## **5. KERN FAN GROUNDWATER STORAGE PROJECT**

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- a) Engineering
  - i. Alternative 5 Conveyance (Dan)
  - ii. Rosedale 1 Channel Improvements (Dan)
- b) Construction
  - i. West Enos/Stockdale North (Dan)
- c) State Agency Update (Fiona)

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## **6. OTHER RELATED PROJECTS**

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- a) South Valley Project (Fiona)

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## **7. GENERAL MANAGER'S REPORT**

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- a) Consideration of Early Funding Agreement (Fiona)
- b) Consideration of Special Activities Agreement – Purchase and Development of Recharge Ground (Fiona/Dan)
- c) Consideration of Special Activities Agreement – Rosedale 1 Channel Improvements (Dan/Fiona)
- d) Consideration of Resolution 2026-02 - Approval of Acquisition of Real Property for GBJPA Purposes – Kern County Assessor Parcel Numbers 104-280-18/104-291-06 (Dan)
- e) Consideration of Orchard Removal (Dan)

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**8. OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

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**9. CLOSED SESSION**

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a) Real Property negotiations. APNs 104-280-18/104-291-06 ~242 acres

CLOSED SESSION CONFERENCE WITH REAL PROPERTY

NEGOTIATORS – Pursuant to Government Code Section 54956.8:

*Property:* Parcels 104-280-18/104-291-06 and possible others all in Kern County

*Agency negotiators:* Dan Bartel

*Negotiating parties:* Various parties and Groundwater Banking Joint Powers Authority

*Under negotiation:* Price and Terms of Payment

b) CLOSED SESSION CONFERENCE WITH REAL PROPERTY  
NEGOTIATORS – Pursuant to Government Code Section 54956.8:

*Property:* Various Parcels – Kern Fan Project.

*Negotiating parties:* Various parties and Rosedale-Rio Bravo Water Storage District, Irvine Ranch Water District and Groundwater Banking Joint Powers Authority.

*Under negotiation:* Price and Terms of Payment

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**10. OPEN SESSION**

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General Counsel may announce any reportable actions taken during Closed Session.

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**11. ADJOURN**

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available to the public at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically during the meeting.

# Groundwater Banking Joint Powers Authority Board of Directors' Meeting

April 27, 2026

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Accommodations: Upon request, the Authority will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to [mmisuraca@rbwsd.com](mailto:mmisuraca@rbwsd.com). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

**DECLARATION OF POSTING:** I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before April 26, 2026. I, Kristine Swan, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before April 26, 2026.

**BOARD OF DIRECTORS  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
MINUTES OF THE REGULAR BOARD MEETING**

February 2, 2026  
2:00 PM

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci  
Peer Swan  
Daniel Ferons  
Jason Selvidge

**DIRECTORS ABSENT**

**OTHERS PRESENT**

Doug Gosling- JPA Legal Counsel  
Dan Bartel- RRBWSD  
Megan Misuraca- RRBWSD  
Paul Cook- IRWD  
Paul Weghorst- IRWD  
Fiona Nye-IRWD  
Christopher Smithson- IRWD  
Wyatt Clarke-IRWD  
Trent Taylor- RRBWSD  
Dan Raytis – RRBWSD  
Herbert Ng – IRWD  
Norris Brandt - Public

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 2:00 p.m.

**OATH OF OFFICE- DIRECTOR FERONS**

Director Ferons took the Oath of Office for the position of Director for the Groundwater Banking Joint Powers Authority. The oath was administered by Fiona Nye.

**PUBLIC COMMENT NOTICE**

There were no public comments.

**1. COMMUNICATIONS TO THE BOARD**

- a) Written: None.
- b) Oral: None.

**2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

None.

**3. CONSENT ITEMS**

- a) Consideration of Regular Meeting Minutes November 3, 2025

A motion was made by Director Swan with a second by Director Selvidge to adopt the consent items. A roll call vote was taken and the motion unanimously passed.

#### **4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

- a) Consideration of Quarterly Budget to Actual Q1 and Q2 2025-2026 and Cash Call- Mr. Smithson reviewed the quarter ending December 31, 2025 budget-to-actual results, cash balance, and projections with the Board.

A motion was made by Director Selvidge and seconded by Director Swan to approve the quarter ending December 31, 2025 Budget to Actual Report. A roll call vote was taken and the motion unanimously passed.

A second motion was made by Director Selvidge and seconded by Director Swan to approve a cash call of \$3,500,000 to be funded \$1,750,000 from each partner. A roll call vote was taken and the motion unanimously passed.

#### **5. KERN FAN GROUNDWATER STORAGE PROJECT**

- a) Engineering
- i. Alternative 5 Conveyance Meetings- Mr. Bartel reported on the Alternative 5 team meetings and presentation. No action was taken.
  - ii. Rosedale 1 Channel Improvements- Mr. Bartel provided a briefing to the Board on the status of the Rosedale 1 Channel study and design.
- b) Construction Update-
- i. West Eno/Stockdale North- Mr. Bartel reviewed the Dee Jaspar and Associates weekly report for the Stockdale North Recharge Basin Facilities Project.
- c) Consideration of Resolution 2026-01 – Accepting Funding from the California Water Commission- Mrs. Nye presented and reviewed Resolution No. 2026-01 with the Board. A motion was made by Director Swan, seconded by Director Selvidge, to adopt Resolution No. 2026-01 accepting funding from the California Water Commission. A roll call vote was taken and the motion passed unanimously.
- d) State Agency Update- Mrs. Nye briefed the Board on the California Water Commission meeting and reported that the Commission approved the Kern Fan Project's request to transition from a water banking project to a conjunctive use project, as well as approved early funding for the project.

#### **6. OTHER RELATED PROJECTES**

- a) South Valley Project- Ms. Nye provided an update to the Board on the South Valley Project, including feedback received on the feasibility study, which is currently under review.

**7. GENERAL MANAGER'S REPORT**

No report.

**8. OTHER BUSINESS**

No report.

**9. CLOSED SESSION**

At 2:45 p.m. President Pierucci announced the Board would enter closed session. The Board reconvened to open session at 3:11 p.m.

**10. OPEN SESSION**

Mr. Gosling announced there were no reportable actions taken during closed session.

**11. ADJOURN**

Director Pierucci adjourned the meeting at approximately 3:12 P.M.

ATTEST:

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Authority Secretary  
Doug Gosling

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April 27, 2026  
Prepared by: Dulce Rocha  
Christopher Smithson/  
Fiona Nye  
Agenda Item: 4a

## FY 2025-26 Quarterly Actual to Budget Results

### DISCUSSION:

The quarterly unaudited actual to budget and forecast results for capital and operating expenditures for the nine-month period ending March 31, 2026, is attached as Exhibit "A".

The year-to-date net position for the nine-month period totaled \$3.1M, compared to a budget of \$3.9M. This resulted in a positive variance of \$770K, which is 20% under budget. This is primarily due to lower expenditures related to the timing of engineering design and construction of the capital project. Exhibit "A" provides additional comments.

The full year approved budget is \$5.2M compared to the full year forecast of \$2.5M. The \$2.7M decrease is primarily due to construction, in addition to increased grant revenues from the Early Funding Agreement with the California Water Commission. Based on the FY 2025-26 third quarter net operating results and the current fund balance a cash call is not needed.

### RECOMMENDATION:

Receive and file.

### LIST OF EXHIBITS:

Exhibit "A" – FY 2025-26 Actual to Budget Results (Unaudited)

Exhibit "B" – Cash Projection

**Exhibit "A"**  
**Groundwater Banking Joint Powers Authority**  
**Actual to Budget Results (Unaudited)**

Fiscal Year 2025-26

(in hundreds)

	Actual 03/31/26 (Unaudited)	Budget 03/31/26	Budget to Actual (Over)/Under	Budget Variance %	Approved Budget FY 2025-26	Forecast Full Year FY 2025-26	Forecast (Over)/ Under	FY2025-26 Budget Variance/Forecast Comments
<b>Kern Fan Groundwater Capital Project</b>								
Engineering - Planning and Design Staff	\$ 58,468	\$ 63,900	\$ 5,432	9%	\$ 85,200	\$ 78,000	\$ (7,200)	
Grant Administration and Reporting	29,991	7,350	(22,641)	-308%	9,800	40,000	30,200	Timing of expenditures
CWC and USBR Feasibility Studies	18,039	1,500	(16,539)	-1103%	2,000	18,100	16,100	Complete
JPA Administration	20,632	39,150	18,518	47%	52,200	27,600	(24,600)	
Agreements with State Agencies	43,019	19,200	(23,819)	-124%	25,600	57,400	31,800	Early Funding, Public Benefits
Engineering Design - Consultants	20,098	75,000	54,902	73%	100,000	60,633	(39,367)	
Engineering CA&I - Outside	104,114	72,000	(32,114)	-45%	96,000	138,900	42,900	
Engineering-Alt 5 Feasibility Study	116,931	375,000	258,069	69%	500,000	500,000	0	
Construction	4,145,714	4,818,750	673,036	14%	6,425,000	5,527,700	(897,300)	
Legal JPA	7,176	11,250	4,074	36%	15,000	9,600	(5,400)	
Environmental	53,571	15,000	(38,571)	-257%	20,000	72,400	52,400	
Land	40,398	-	(40,398)	0%	0	5,825,000	5,825,000	Special Activities Agmt w/IRWD
Permitting	1,782	-	(1,782)	0%	0	2,400	2,400	
<b>Capital Project Total</b>	<b>4,660,560</b>	<b>5,498,100</b>	<b>837,540</b>	<b>15%</b>	<b>7,330,800</b>	<b>12,357,733</b>	<b>5,026,933</b>	
<b>Operating Expense</b>								
West Enos Recharge Facility	20,784	-	(20,784)	0%	-	27,800	27,800	
Administration/Management	16,688	56,175	39,487	70%	74,900	22,300	(52,600)	
Audit	9,760	7,350	(2,410)	-33%	9,800	9,800	-	Complete
Bank Charges	6,231	6,750	519	8%	9,000	8,400	(600)	
Insurance	4,031	5,175	1,144	22%	6,900	4,100	(2,800)	Complete
Membership	4,730	1,500	(3,230)	-215%	2,000	4,800	2,800	
Website Maintenance	900	825	(75)	-9%	1,100	900	(200)	Complete
Utilities	(2,569)	3,750	6,319	169%	5,000	(3,500)	(8,500)	PG&E refund of overbilling
<b>Operating Expense Total</b>	<b>60,555</b>	<b>81,525</b>	<b>20,970</b>	<b>26%</b>	<b>108,700</b>	<b>74,600</b>	<b>(34,100)</b>	
<b>Revenue</b>								
Interest Revenue	(6,231)	(4,875)	1,356	-28%	(6,500)	(8,400)	(1,900)	
Special Activity Agreements	-	-	-	0%	-	(5,825,000)	(5,825,000)	
Grants	(1,574,770)	(1,664,814)	(90,044)	5%	(2,219,752)	(4,099,700)	(1,879,948)	Includes \$2 M for Early Funding Reimbursement
<b>Revenue Total</b>	<b>(1,581,000)</b>	<b>(1,669,689)</b>	<b>(88,689)</b>	<b>5%</b>	<b>(2,226,252)</b>	<b>(9,933,100)</b>	<b>(7,706,848)</b>	
<b>Total</b>	<b>\$ 3,140,114</b>	<b>\$ 3,909,936</b>	<b>\$ 769,822</b>	<b>20%</b>	<b>\$ 5,213,248</b>	<b>\$ 2,499,233</b>	<b>(2,714,015)</b>	

**Exhibit "B"**  
**Cash Projection**

Cash Balance as of 03/31/26	4,052,728	4,052,728
Q4 Budgeted Expenses	1,847,375	
Q4 Budgeted Revenues	(3,059,240)	
Total	(1,211,865)	1,211,865
Estimated Cash Balance as of 6/30/26 w/o Cash Call		<u>5,264,593</u>
<b>Q4 Cash Call Recommendation</b>		<u>-</u>

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April 27, 2026  
Prepared by: Dulce Rocha/ Christopher  
Smithson/ Fiona Nye  
Reviewed by: Neveen Adly  
Agenda Item: 4b

GBJPA Proposed FY2026-27 Budget and Cash Call

DISCUSSION:

The proposed \$5.1M net budget for the Fiscal Year (FY) 2026-27 is attached as Exhibit "A" and includes both capital, operating expenses and non-operating income.

As shown in Exhibit "A", the proposed \$5.1M net budget reflects a decrease of \$92K compared to the prior year's \$5.2M approved budget. The decrease is primarily due to timing of the Phase 2 capital project and an increase in approximately \$1M in grant revenues from the California Water Commission.

No cash call is recommended at this time.

RECOMMENDATION:

That the Board approve the adoption of the FY 2026-27 budget.

LIST OF EXHIBITS:

Exhibit "A" – GBJPA Proposed FY 2026-27 Budget

**Exhibit "A"**  
**Groundwater Banking Joint Powers Authority**  
**Proposed Budget FY 2026-27**

	<b>FY 2024-25 Actual</b>	<b>Unaudited FY 2025-26 Actual (As of 12/31/25)</b>	<b>FY 2025-26 Full Year Forecast</b>	<b>Approved FY 2025-26 Budget</b>	<b>Proposed FY 2026-27 Budget</b>	<b>\$ Increase /(Decrease) from PY Budget</b>	<b>% Increase /(Decrease) from PY Budget</b>
<b>Kern Fan Groundwater Capital Project</b>							
Engineering - Planning and Design Staff	\$ 72,688	\$ 41,028	\$ 78,000	\$ 85,200	\$ 82,100	\$ (3,100)	-4%
CWC and USBR Feasibility Studies	54,328	13,412	18,100	2,000	-	(2,000)	-100% Studies complete
Grant Administration and Reporting	2,890	15,996	40,000	9,800	45,000	35,200	359% Additional reporting and invoicing for EFA
JPA Administration	70,123	9,907	27,600	52,200	30,000	(22,200)	-43% Timing
Agreements with State Agencies	4,553	13,273	57,400	25,600	60,000	34,400	134% Increased work - PBAs, DWR, CWC
Engineering Design - Consultants	16,568	37,641	60,633	100,000	2,000,000	1,900,000	1900%
Engineering CA&I - Outside	68,801	80,421	138,900	96,000	150,000	54,000	56%
Construction	4,044,127	3,438,323	5,527,700	6,425,000	7,348,242	923,242	14% Completion of Phase 1, Rosedale 1 Channel and S. Enns.
Legal JPA	4,294	1,139	9,600	15,000	10,000	(5,000)	-33% Timing
Environmental	50,950	10,280	72,400	20,000	150,000	130,000	650% Alt-5 enviro and CEQA
Land	-	-	5,825,000	-	-	-	0% Purchase price of 5.75m +75k closing and DD.
Permitting	23,414	1,782	2,400	-	-	-	0%
Engineering-Alt 5 Feasibility Study		53,890	500,000	500,000	-	(500,000)	-100% Complete in FY 25/26
<b>Capital Project Total</b>	<b>4,412,838</b>	<b>3,717,093</b>	<b>12,357,733</b>	<b>7,330,800</b>	<b>9,875,342</b>	<b>2,544,542</b>	<b>35%</b>
<b>Operating Expense</b>							
-Phase 1 Facilities	10,377	11,334	27,800	-	50,000	50,000	100% W. Enos and Stockdale N.
Administration/Management	37,527	11,970	22,300	74,900	24,000	(50,900)	-68%
Audit	9,480	9,760	9,800	9,800	10,780	980	10%
Bank Charges	12,666	4,586	8,400	9,000	9,240	240	3%
Insurance	5,792	7,418	4,100	6,900	4,510	(2,390)	-35%
Membership	3,135	4,700	4,800	2,000	5,170	3,170	159%
Website Maintenance	1,000	1,100	900	1,100	990	(110)	-10%
Utilities	11,824	(2,569)	(3,500)	5,000	5,000	-	0% FY 25/26 refund for overbilling
<b>Operating Expense Total</b>	<b>91,801</b>	<b>48,299</b>	<b>74,600</b>	<b>108,700</b>	<b>109,690</b>	<b>990</b>	<b>159%</b>
<b>Non-Operating Income</b>							
Interest Revenue	(12,666)	(4,586)	(8,400)	(6,500)	(9,200)	(2,700)	42%
Special Activity Agreements	-	-	(5,825,000)	-	(2,355,000)	-	- S. Enns and Rosedale 1 Channel
Grants	424,719	(2,051,705)	(4,099,700)	(2,219,752)	(2,500,000)	(280,248)	13% \$1.5 M USBR - Rosedale 1 plus \$1M Early Funding
<b>Non-Operating Income Total</b>	<b>412,053</b>	<b>(2,056,291)</b>	<b>(9,933,100)</b>	<b>(2,226,252)</b>	<b>(4,864,200)</b>	<b>(282,948)</b>	<b>13%</b>
<b>Total</b>	<b>\$ 4,916,692</b>	<b>\$ 1,709,101</b>	<b>\$ 2,499,233</b>	<b>\$ 5,213,248</b>	<b>\$ 5,120,832</b>	<b>\$ 2,262,584</b>	<b>43%</b>



**KERN FAN GROUNDWATER STORAGE PROJECT**  
**ALT 5 Feasibility Team**  
**April 22, 2026**



# INITIAL MILESTONES ALT5 JOINT CONCEPT

- Oct-2022** ● Update to CVC Advisory on Alt5 Concept
- Aug-2024** ● Update to KCWA on Alt5 Progress
- Oct-2024** ● Offer of Participation to CVC Advisory
- Feb-2025** ● Presentation to Interested Parties
- June-2025** ● CVC Advisory Approves Alt5 Feasibility Reimbursement Agreement
- Aug-2025** ● Execution of Alt5 Feasibility Reimbursement Agreement



# Feasibility Study Engineering Team



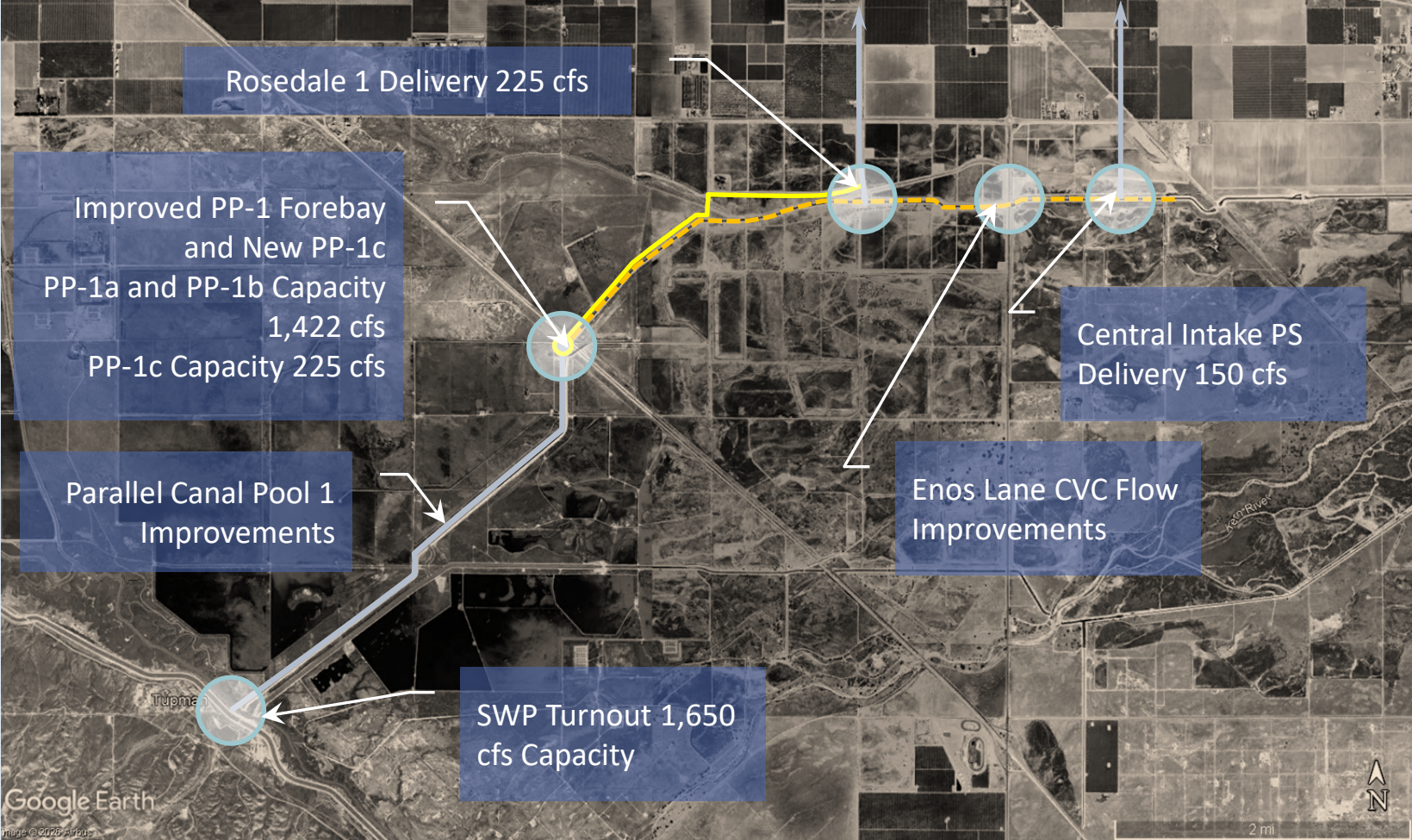


## Alt5 Project Benefits

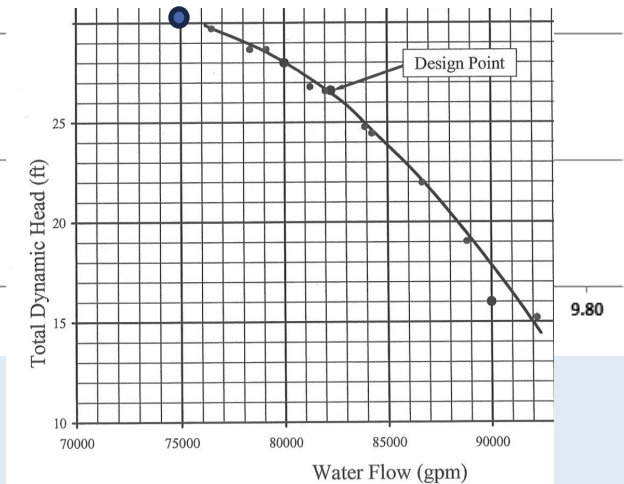
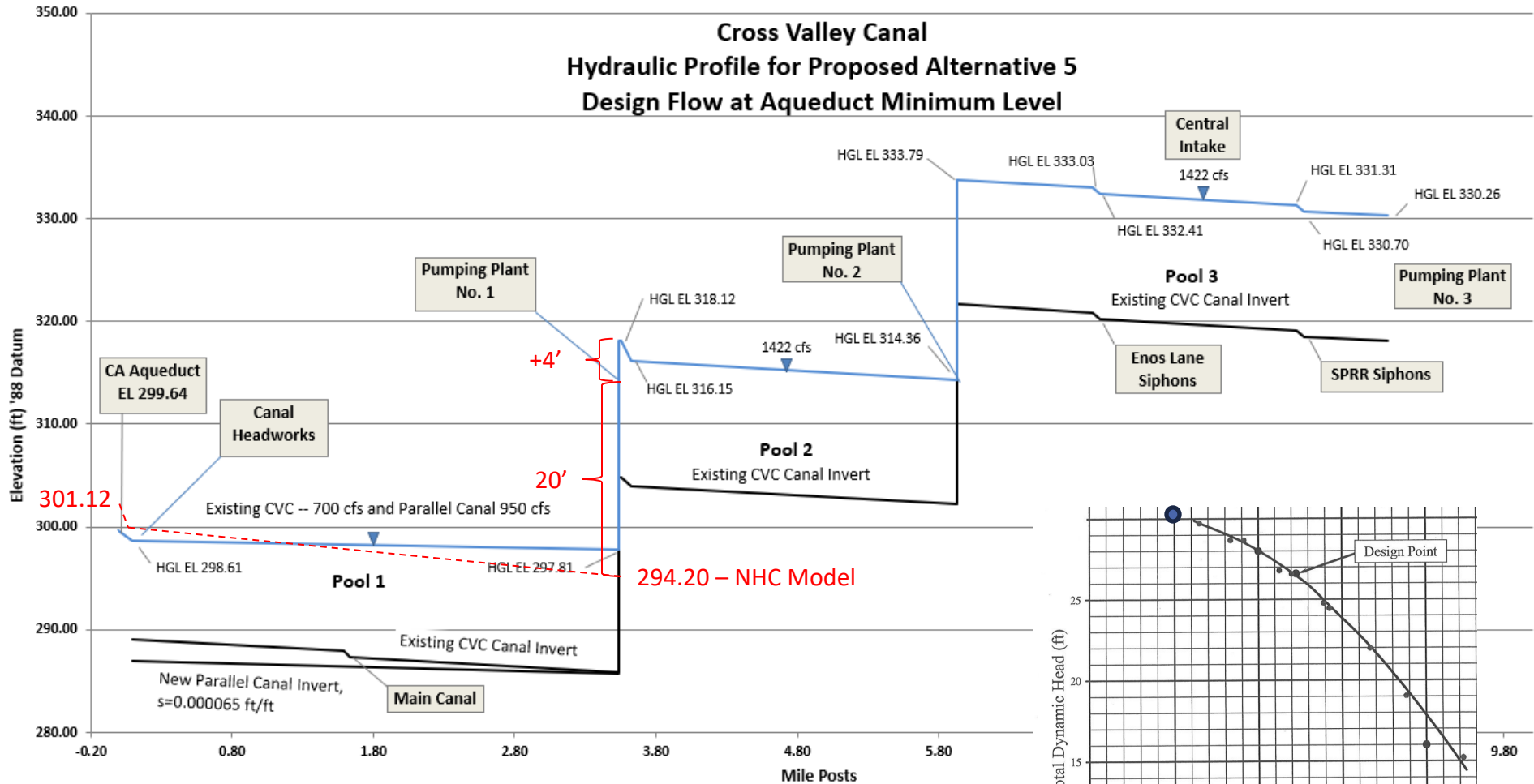
### Project offers multiple to Kern County water management:

- \$150M grants to enhance high-flow water storage
  - ✓ 700 acres of new recharge ponds
  - ✓ 375 cfs of new conveyance capacity
- Increase capacity for other MU's
- Reduce limited freeboard risk
- Eliminate bifurcation oscillation in Pools 1-2
- Mitigate "B" Plant vortexing in Pools 1-2
- Improve pump submergence and performance in Pools 1-2
- Enhance reliability of CVC Pool 1
- Reduce Kern County's subsidence impacts/costs
- Provide funding for KWBA replacements and improvements
- **Possible Remediation of Pool 1 Liner Issues (new)**

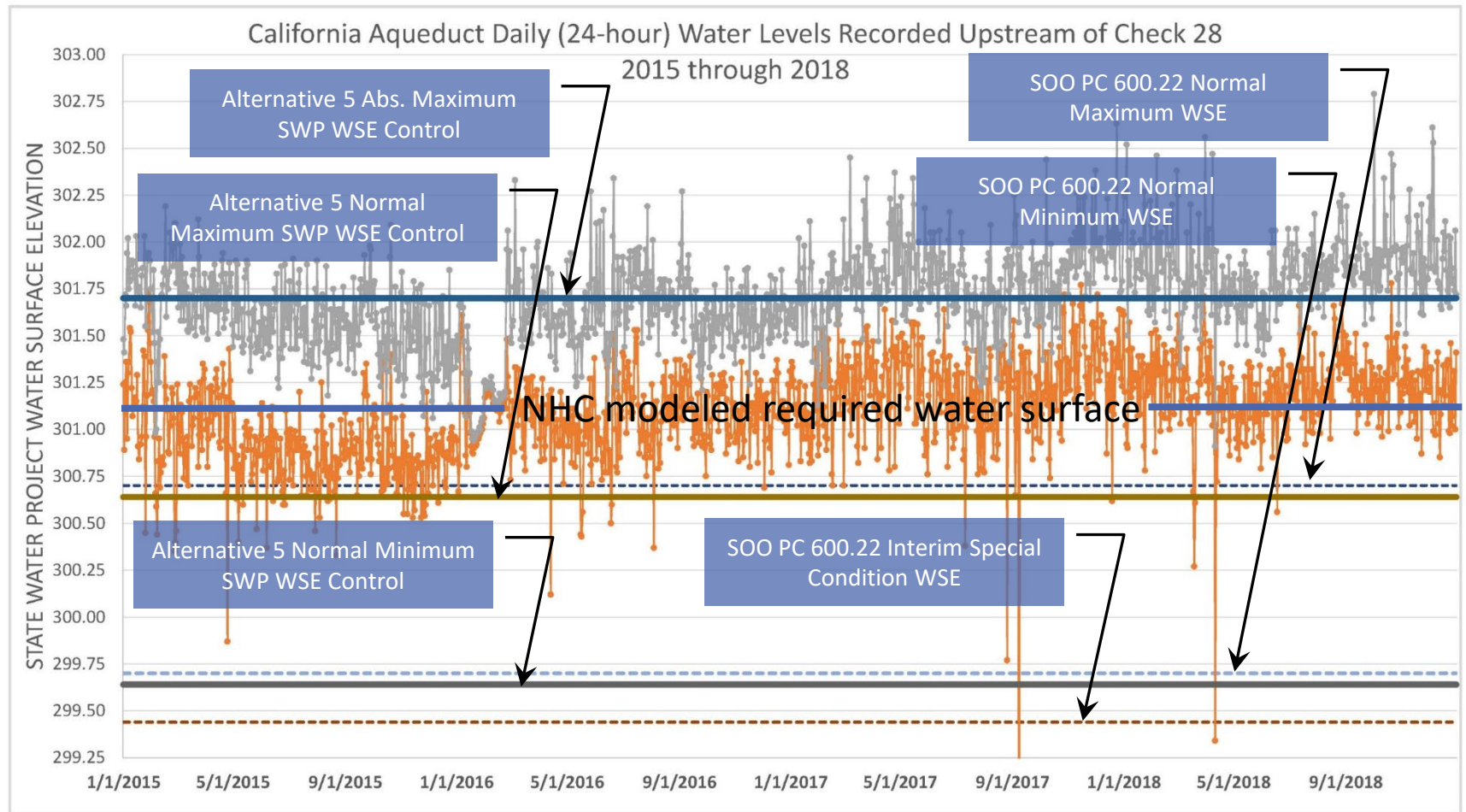
# PROJECT OVERVIEW

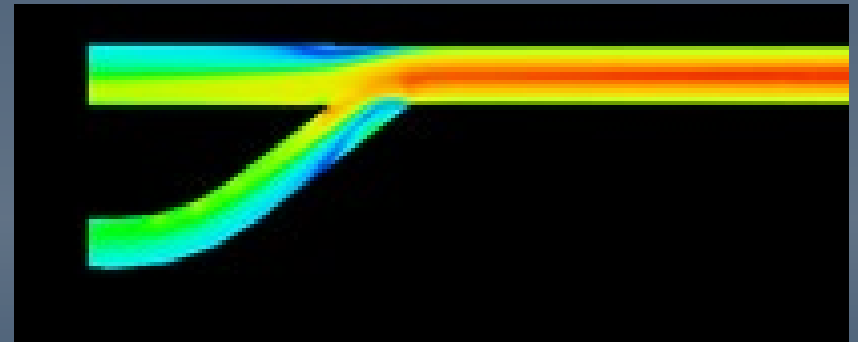
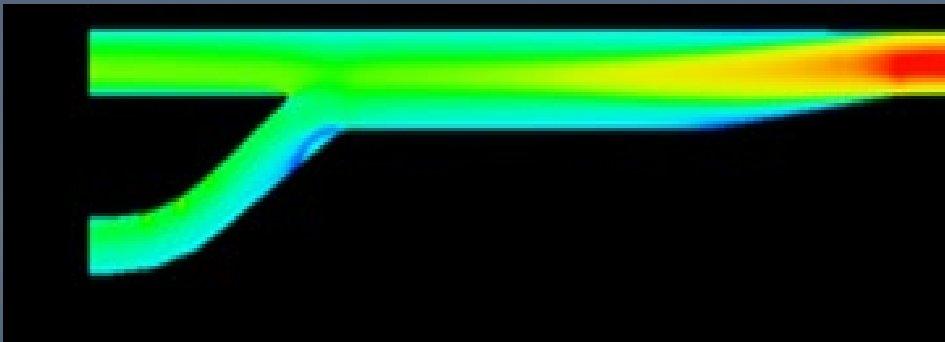


# ALTERNATIVE 5 – HYDRAULIC OPERATING PROFILE



# ALTERNATIVE 5 – SWP HYDRAULIC CONTROLS





## *PP1 Afterbay*

PP1 afterbay is also a concern. The confluence of the afterbay shows significant turbulence and headloss at high flows. It is recommended to smooth the inlet transition from the B side into the A side.



Figure 3. PP1 afterbay after I5 siphon needs to have a wider smoother transition to the main pool.

## ***Improving bifurcations***

The following figure shows the Enos Lane siphon. The curve upstream of the bifurcation causes more flow to go through the north siphon (A side siphon) than south. Since both siphons are the same length and diameter, the lowest loss condition would be when both sides have equal flow.

Removing the curved section upstream will improve the flow conditions into these siphons, reducing the bifurcation and overall losses. I would recommend rounding the separation wall as shown in the PP2 forebay recommendations.

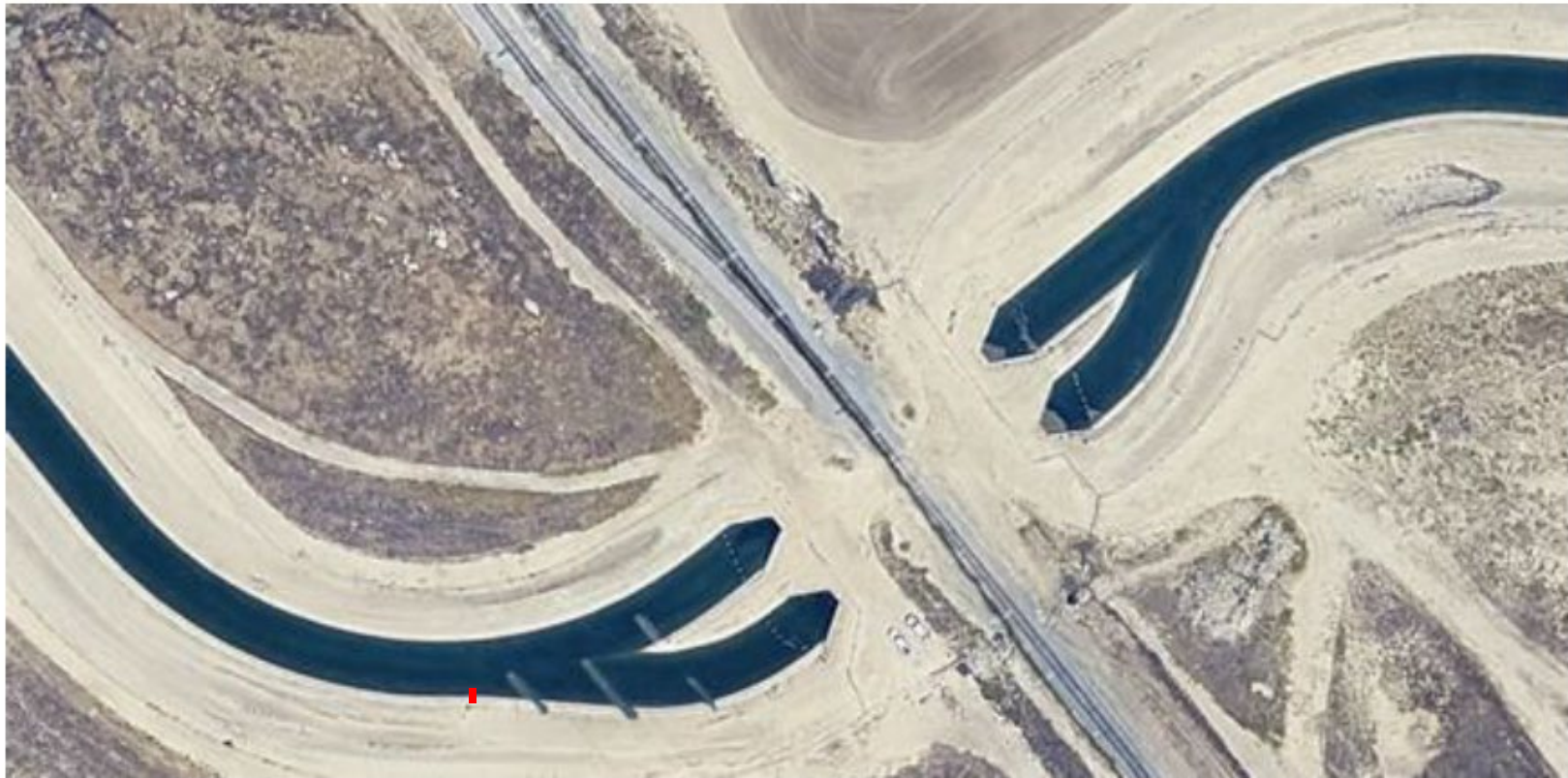


Figure 4. Enos siphon widening recommendation



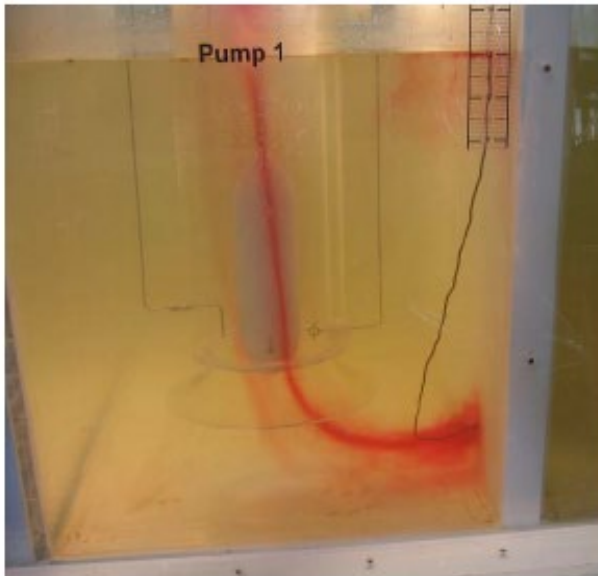
## CVC HYDRAULIC ISSUES

The SPRR siphon is a challenge because of the orientation. The B Side has significantly more flow than the A Side due to the curve upstream of the siphon and higher velocities along the outside of the channel. The original design should have accounted for this and made the B Side larger to accommodate more flow. The simplest solution would be to install a velocity correction device on the outside of the curve just upstream of the bifurcation. This would be a wall along the outside bank about 10% of the channel width that forces the higher velocities back towards the middle of the channel. This is designed after bend way weirs and has been used successfully in a number of projects.





# CVC VORTEX ISSUES



a) A Type 2 subsurface vortex forming from the sidewall and entering Pump K. (6663)



b) A Type 2 subsurface vortex forming from the back wall and entering Pump K. (6462)

**Photo 3.6** Subsurface vortices in physical model study of Plant 1B prior to installation of modifications.

## Discussion:

Kern County Water Agency (Agency) staff recommends procuring three fabricated steel baffle walls for the forebay of Cross Valley Canal (CVC) Pumping Plant No. 2B to assist in the mitigation of vortex issues observed in the forebay. Informal bids were solicited from three steel fabricators. A summary of the bids is provided as Attachment 1.

**NHC 3/2018 Memo  
Highlighted B Plant  
Vortexing Types 1-3**

**Plan B = Baffles  
Installed**

**Removed 1 day after  
failed test 2/24/2026**

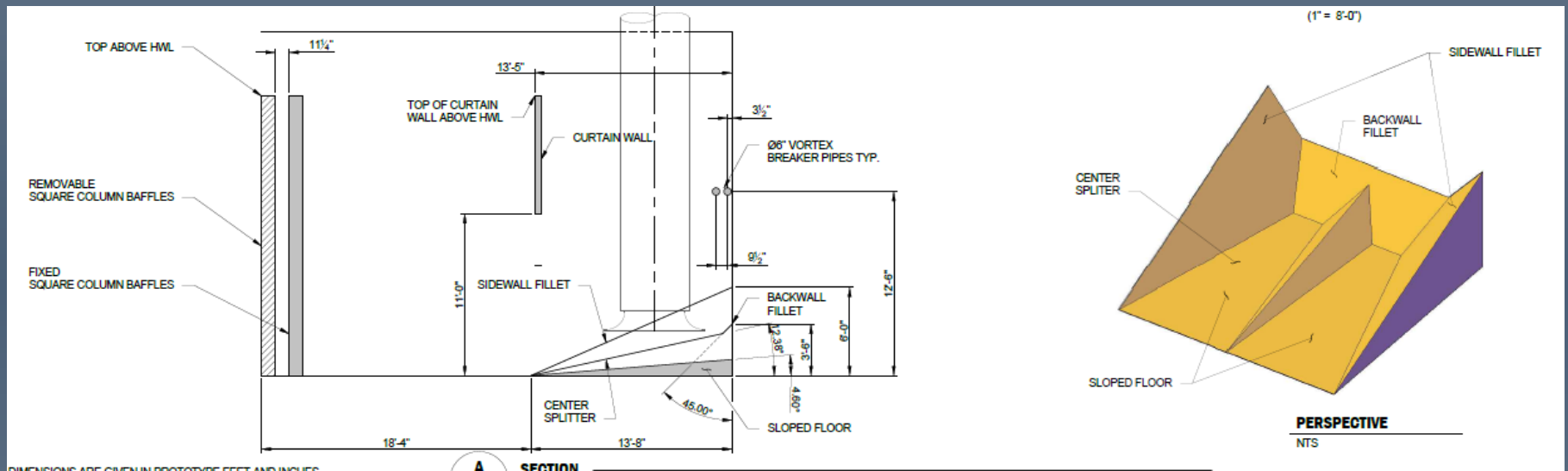
**RRB 1/2023**

**“Do not use the baffle  
at all....”**



# CVC VORTEX ISSUES

## NHC 3/2018 Memo – Recommended More Comprehensive Mitigation Measures





# CVC POOL 1 LINER ISSUES

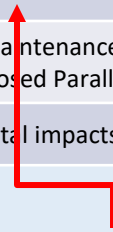


**Added Alt 5-4 Single Pool 1 Option to the Feasibility Study**



# DESIGN CONSIDERATIONS

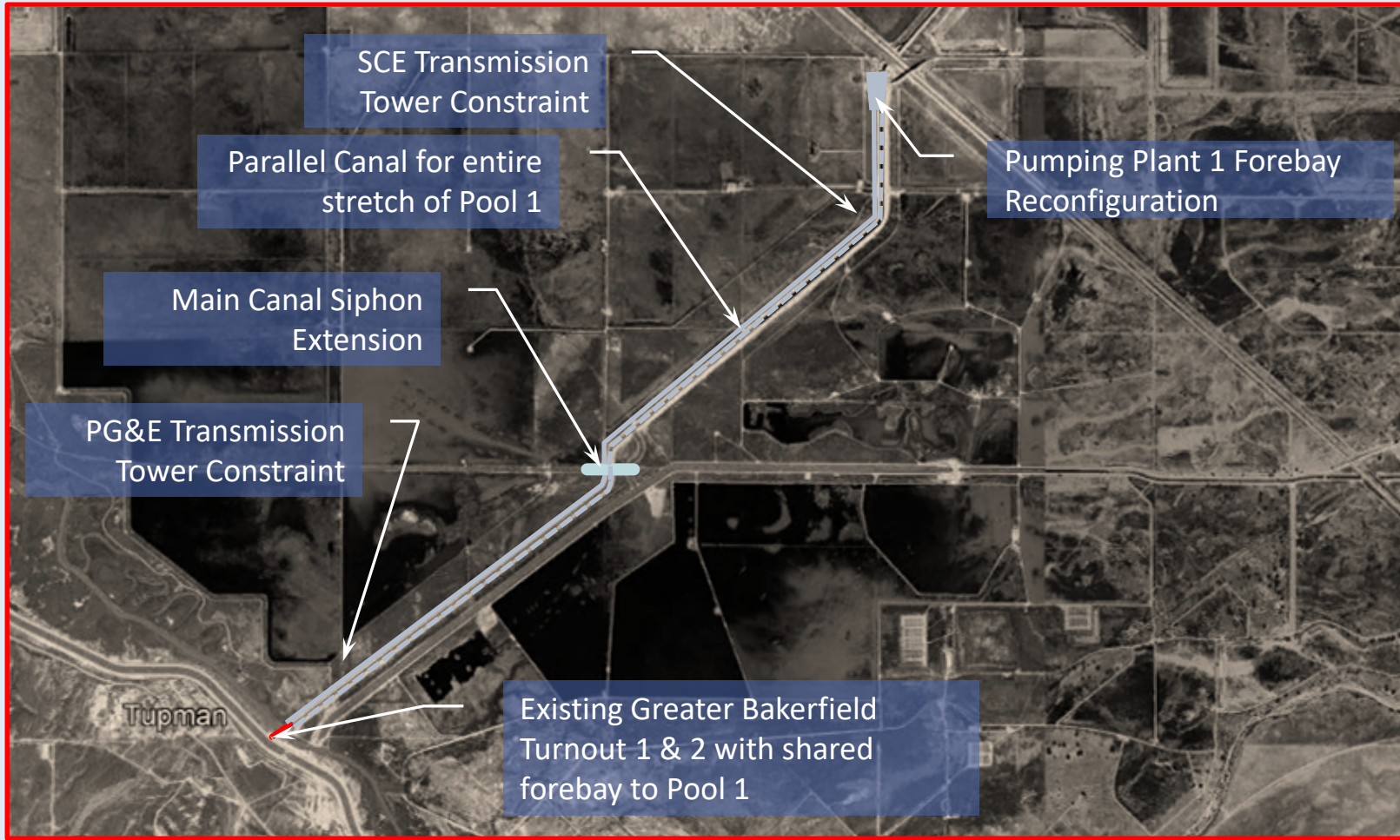
ELEMENT DESCRIPTION		APPROACH CONSIDERATIONS
Priority No.		
1	Provide for a total maximum capacity of 1,650 cfs to be delivered through the Greater Bakersfield 1 & 2 from the State Water Project	Develop inlet canal geometry that minimizes hydraulic losses between the State Water Project to bifurcation of the CVC and the Proposed Parallel Canal.
1	Maintain water deliveries of 1,650 cfs from the State Water Project under range of SOO PC 600.22 Operating Levels	Base hydraulic control on State Water Project Low Water Operation historical data.
1	Improve CVC Pool One hydraulics to provide 1,422 cfs at Pumping Plant No. 1A & 1B and 225 cfs at Pumping Plant 1C	Develop a hydraulic profile that floats off the State Water Project Pool 28 WS Elevations and maintains normal depth at full design flow
2	Minimize CVC Operational Disruptions during Construction	Develop a Construction Staging Program allowing for the CVC to maintain operations for both forward and reverse flow
3	Maintain access for maintenance and operation of both the CVC and the Proposed Parallel Canal	Ensure existing access roads remain accessible while adding new access roads between and around the canals
4	Minimize environmental impacts (Tule Elk)	Minimize overall project footprint through environmental areas



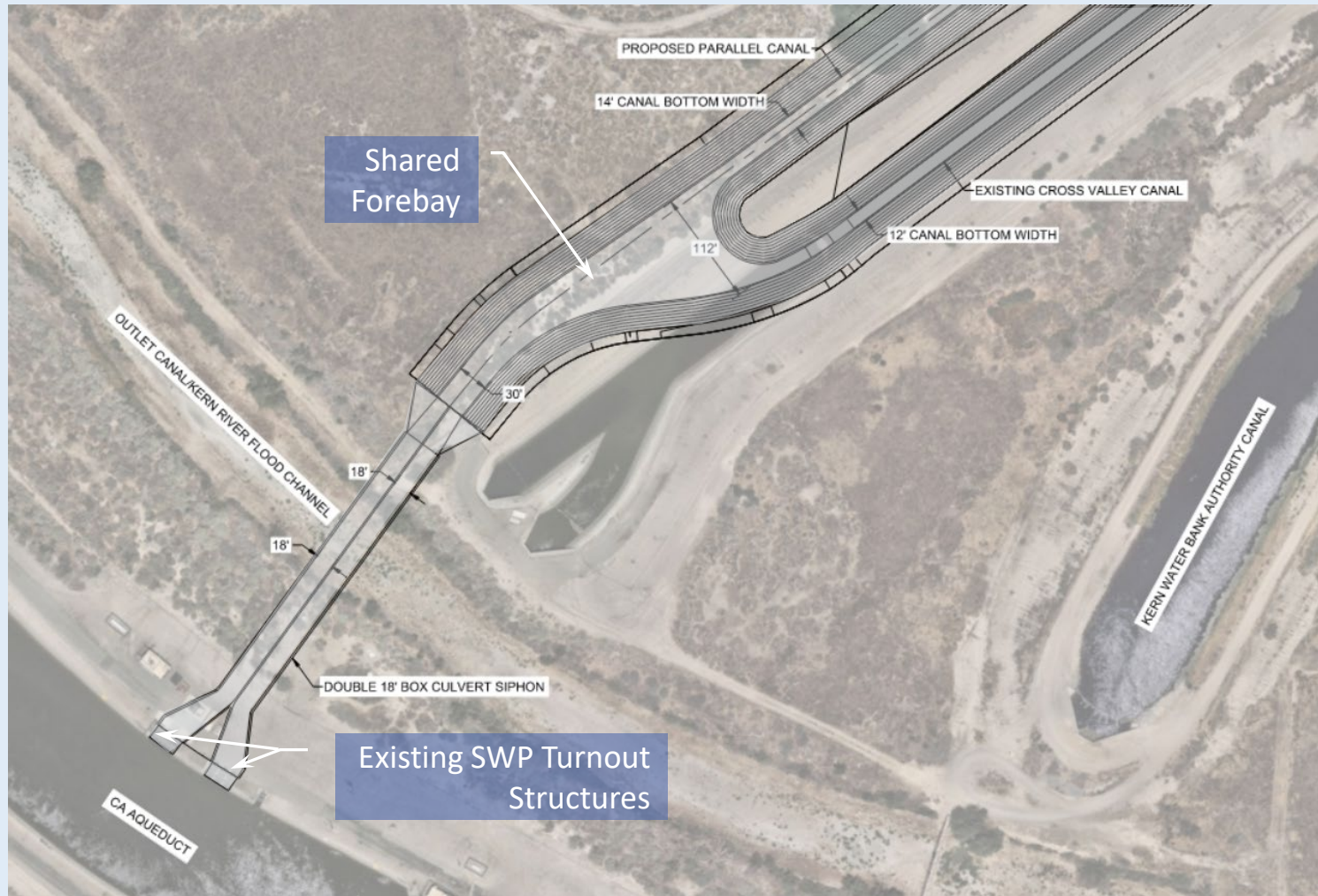
**Should remediating Pool 1 liner failures supersede this priority?**

**ALTERNATIVE 5-3**

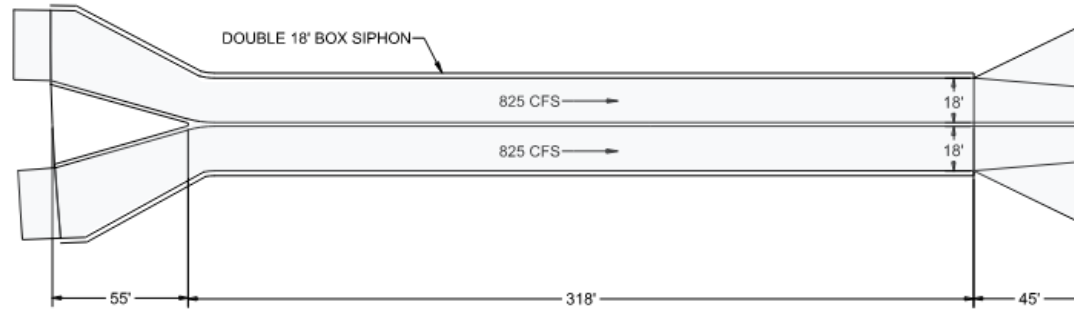
# ALTERNATIVE 5-3 CONCEPTUAL LAYOUT



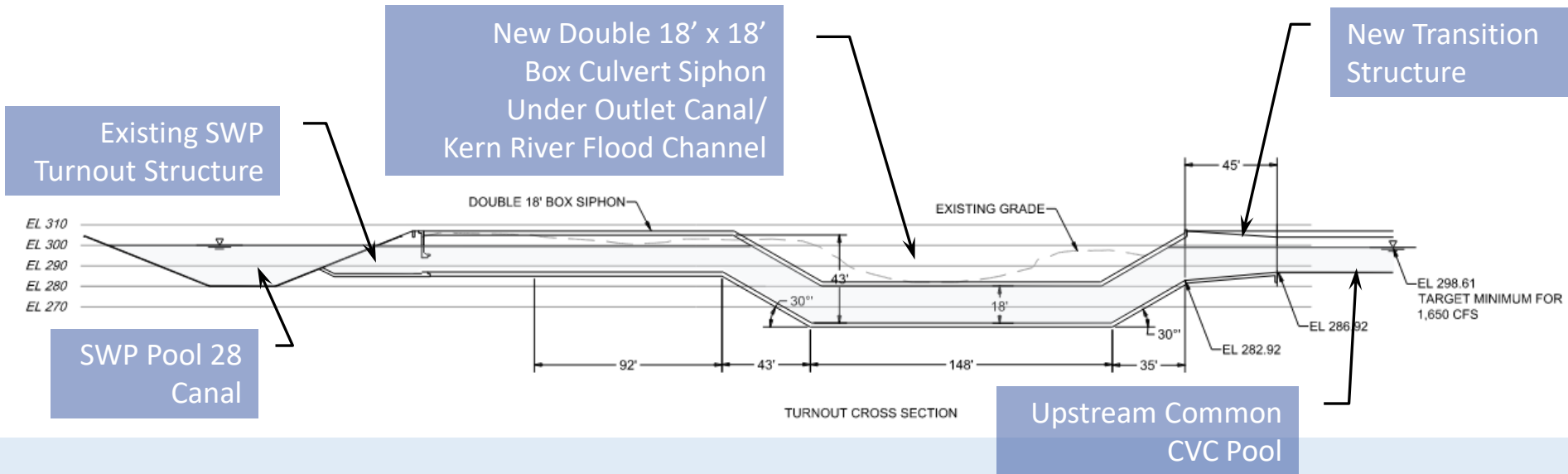
# ALTERNATIVE 5-3 SWP TURNOUT @ POOL 1



# ALTERNATIVE 5-3 SWP TURNOUT @ POOL 1

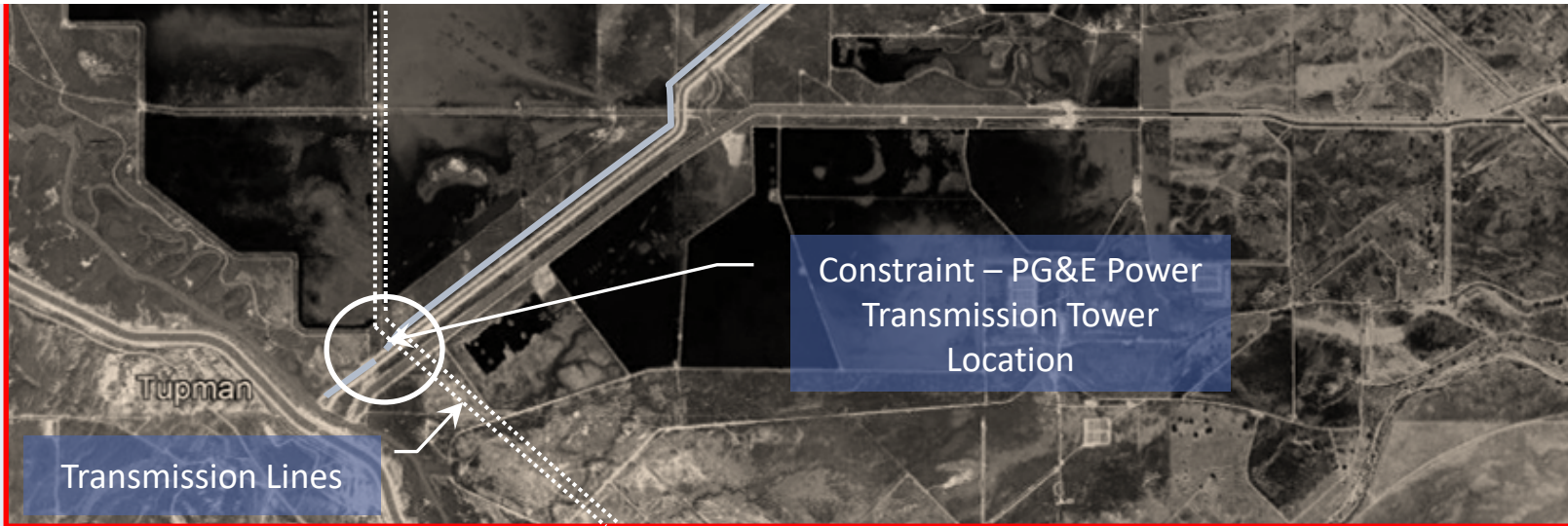
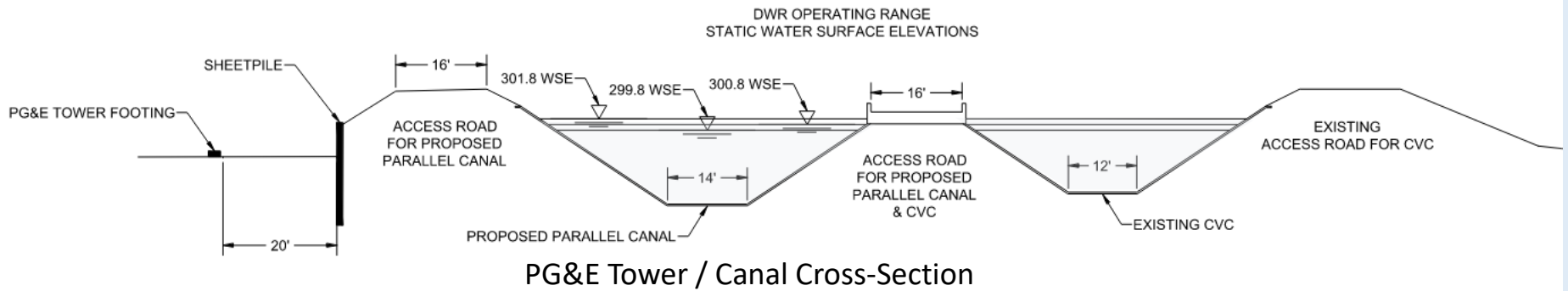


TURNOUT PLAN



TURNOUT CROSS SECTION

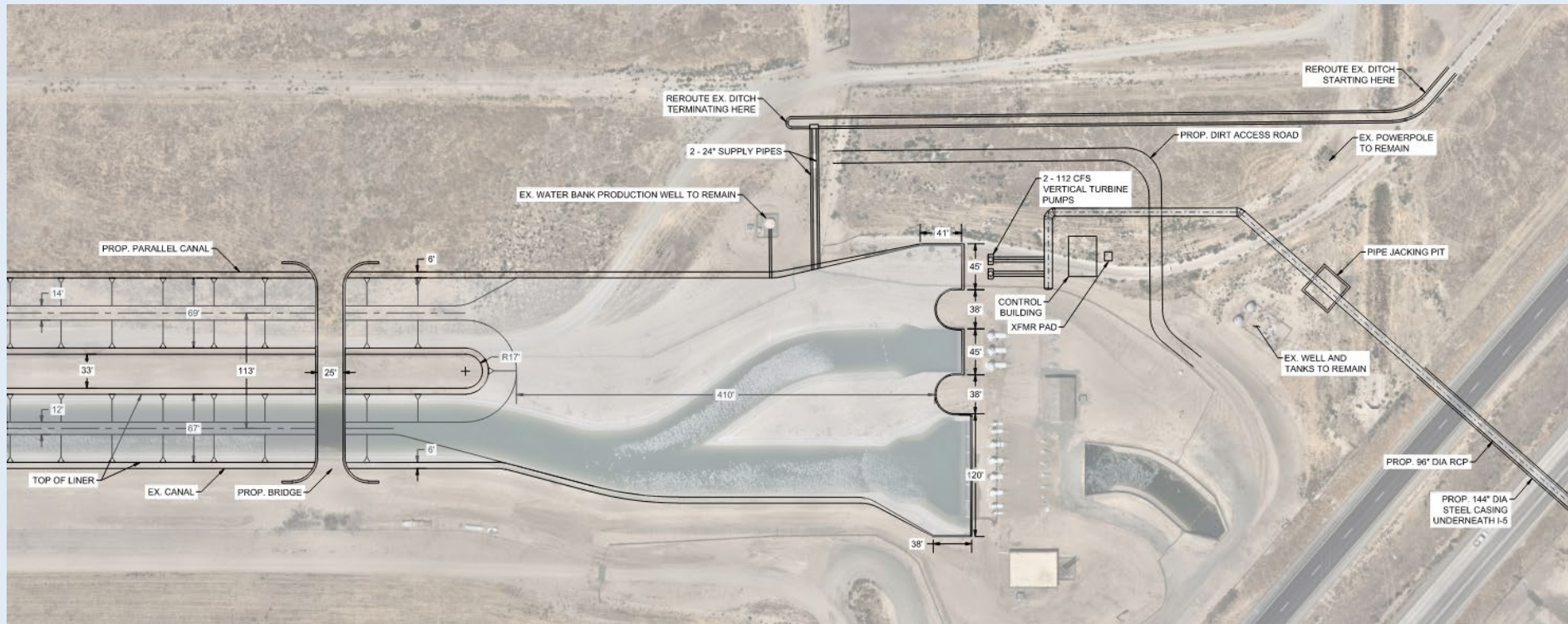
# ALTERNATIVE 5-3 PG&E TRANSMISSION TOWER LAYOUT



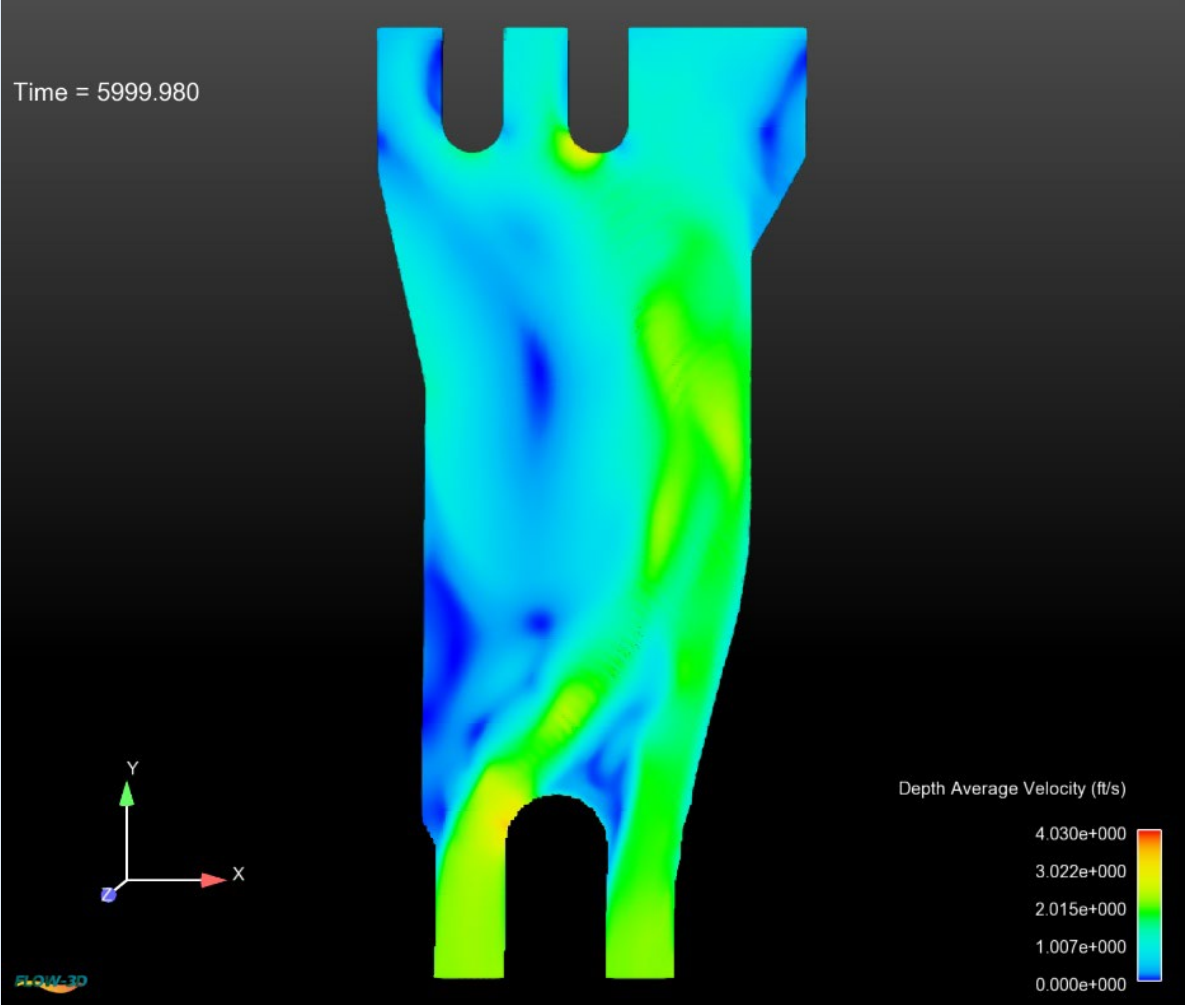
# ALL ALTS: PUMPING PLANT 1 FOREBAY LAYOUT



# PUMP STATION 1 IMPROVEMENTS



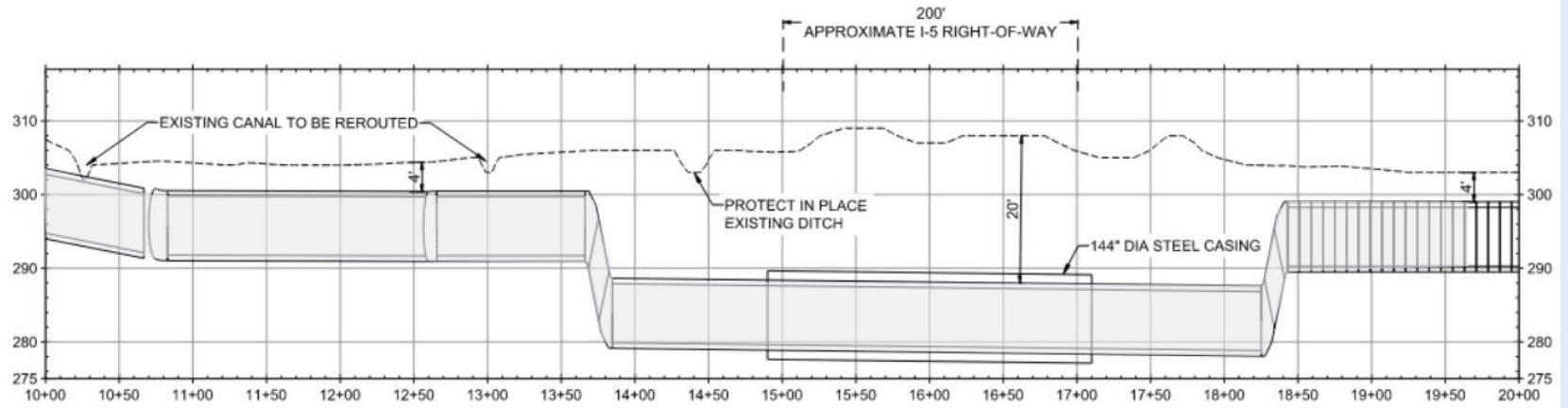
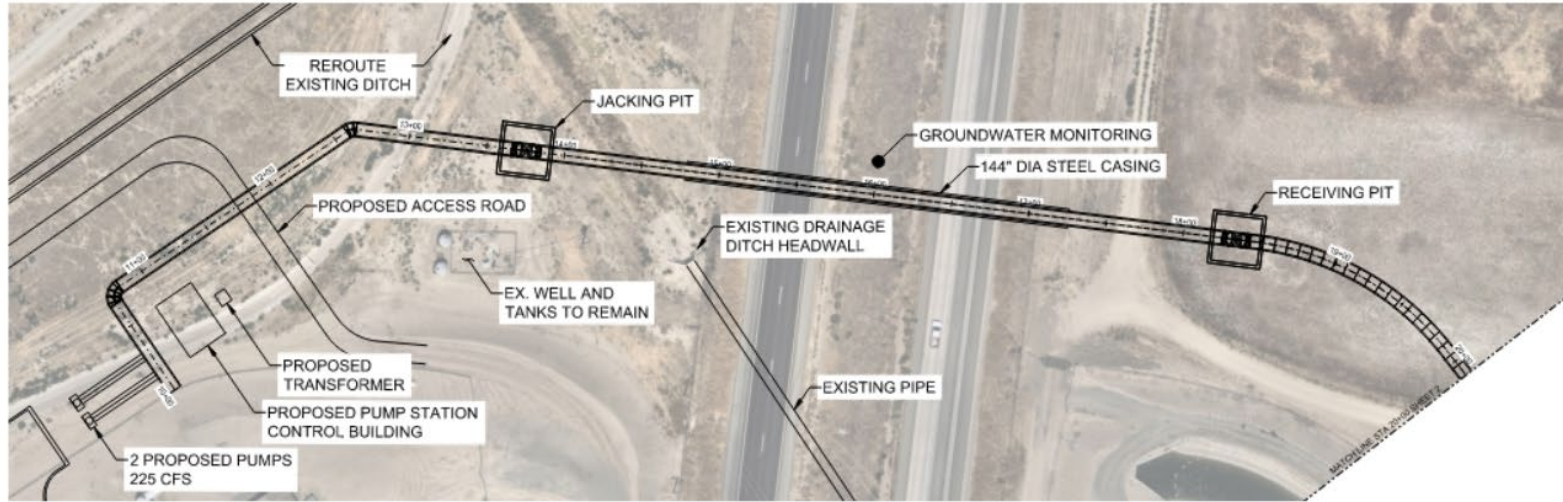
# PUMP STATION 1 - CFD MODELING



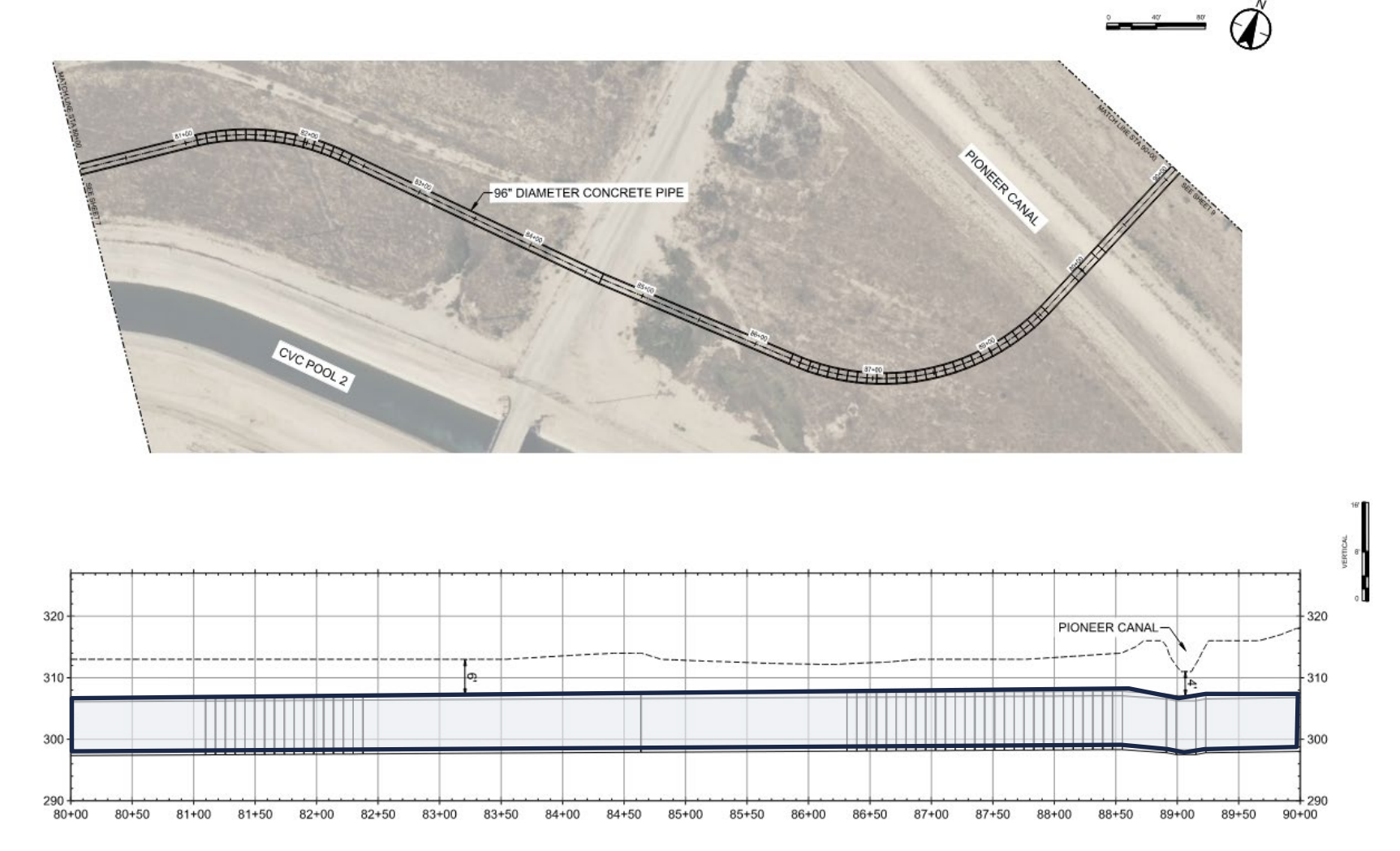
# **POOL 2 PIPELINE CONVEYANCE**



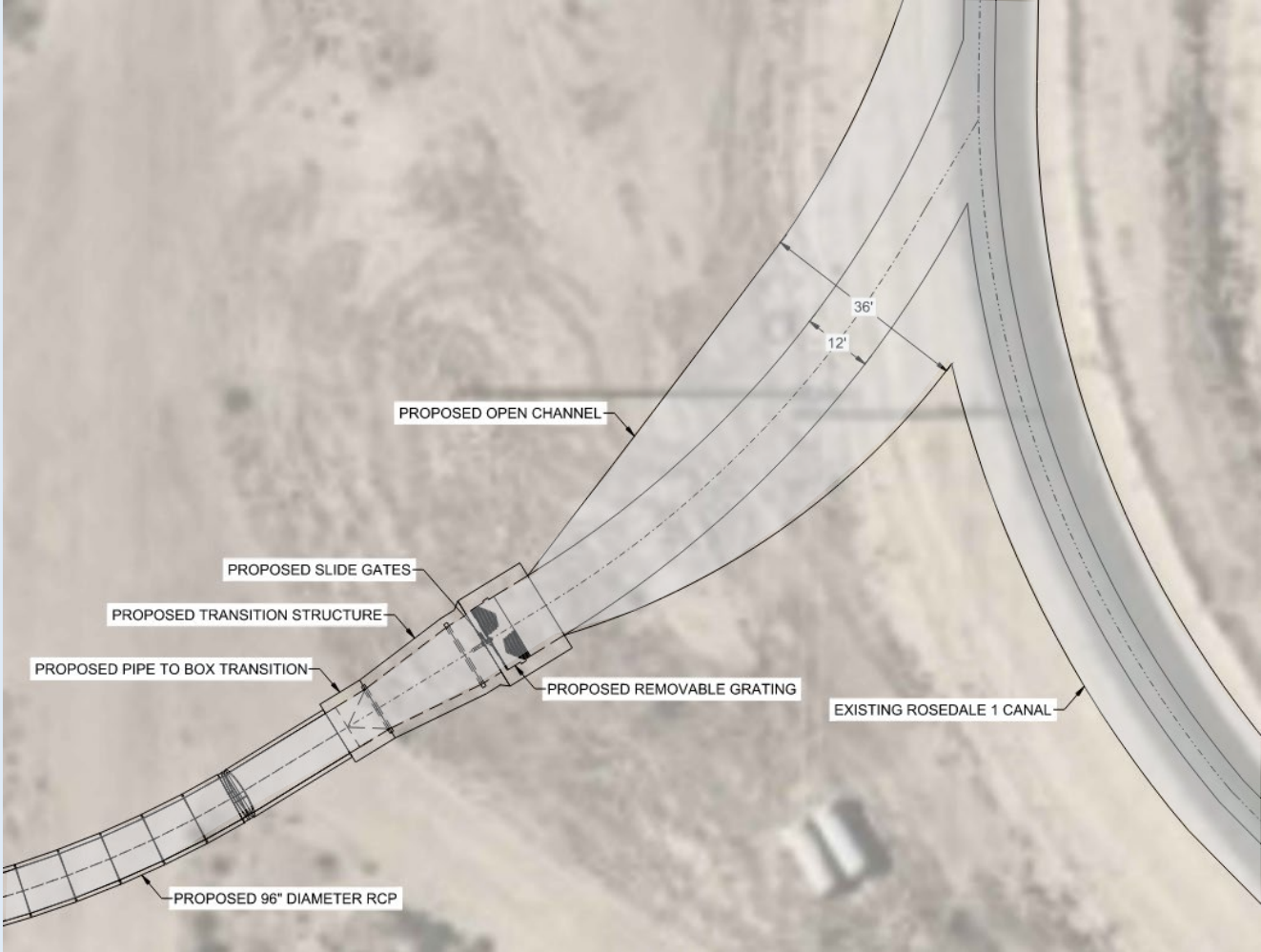
# I-5 PIPELINE CROSSING EXHBIT



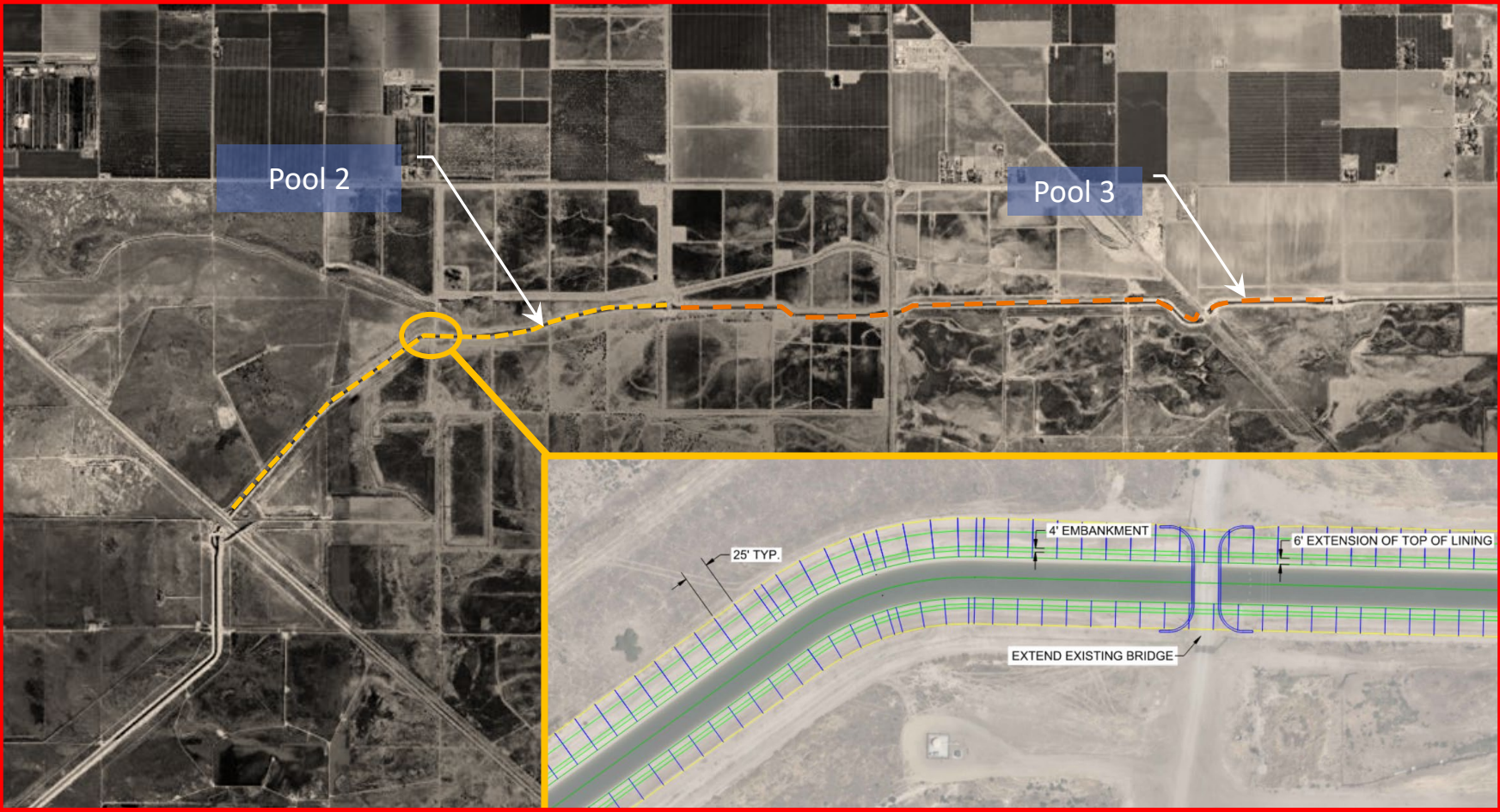
# PIONEER CANAL CROSSING EXHIBIT



# ROSEDALE 1 INTAKE EXHIBIT



# POOLS 2 & 3 LINER RAISE - OVERALL EXHIBIT



# PUMP STATION IMPROVEMENTS





# PROJECT COSTS

DESCRIPTION	ALT 5-1	ALT 5-2	ALT 5-3
<b>TOTAL MATERIAL AND LABOR COSTS</b>	<b>\$78,175,000</b>	<b>\$82,571,000</b>	<b>\$73,316,000</b>
CONTRACTOR OVERHEAD AND PROFIT (18%)	\$14,071,500	\$14,862,780	\$13,196,880
ENGINEERING (6%)	\$5,534,790	\$5,846,027	\$5,190,773
CONSTRUCTION MANAGEMENT AND INSPECTION (8%)	\$7,379,720	\$7,794,702	\$6,921,030
UPPER CONTIGENCY (25%)	\$26,290,253	\$27,768,627	\$24,656,171
LOWER CONTIGENCY (-10%)	(\$10,516,101)	(\$11,107,451)	(\$9,862,468)
BONDS AND INSURANCE (3%)	\$2,767,395	\$2,923,013	\$2,595,386
<b>TOTAL PROJECT COST (UPPER BOUNDARY)</b>	<b>\$121,304,148</b>	<b>\$128,125,421</b>	<b>\$113,764,437</b>
<b>TOTAL PROJECT COST (LOWER BOUNDARY)</b>	<b>\$84,497,794</b>	<b>\$89,249,342</b>	<b>\$79,245,798</b>



## ENGINEERING TEAM NEXT STEPS

- Finalize Design Criteria for Liner Raises
- Value Engineering Respective of Overall Project Costs
- Prepare the Draft Feasibility Report
- Review with Project Team
- Finalize Feasibility Report
- Presentation to CVC Participants Results of Feasibility Report



## PERMITTING TEAM UPDATE

- GIS Tool
- Updates
- Agreements, Easements, and Permits
- Environmental Analysis

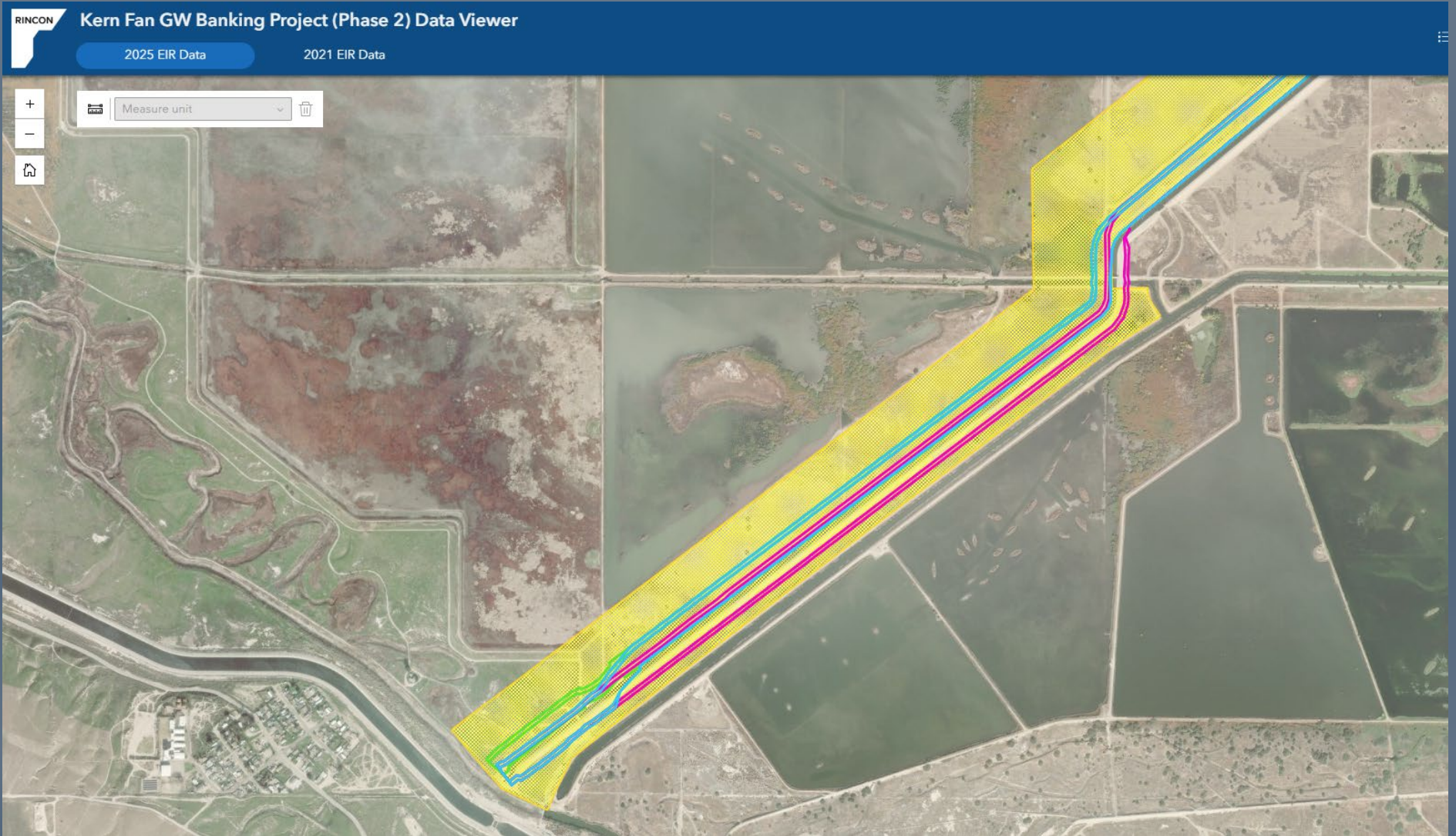


# ROW GIS TOOL – Alt 5 Potential Alignments



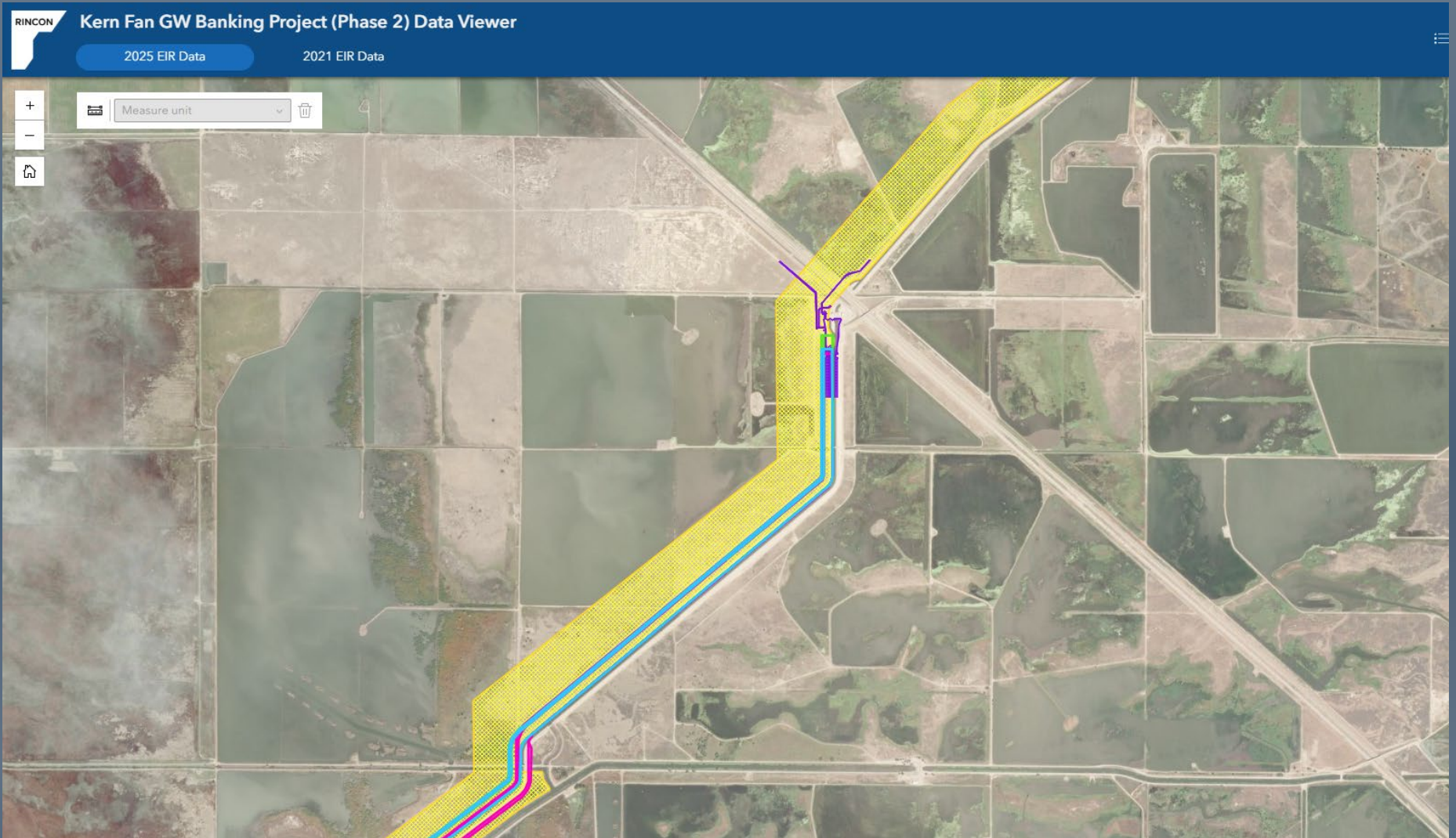


# ROW GIS TOOL – CVC Pool 1



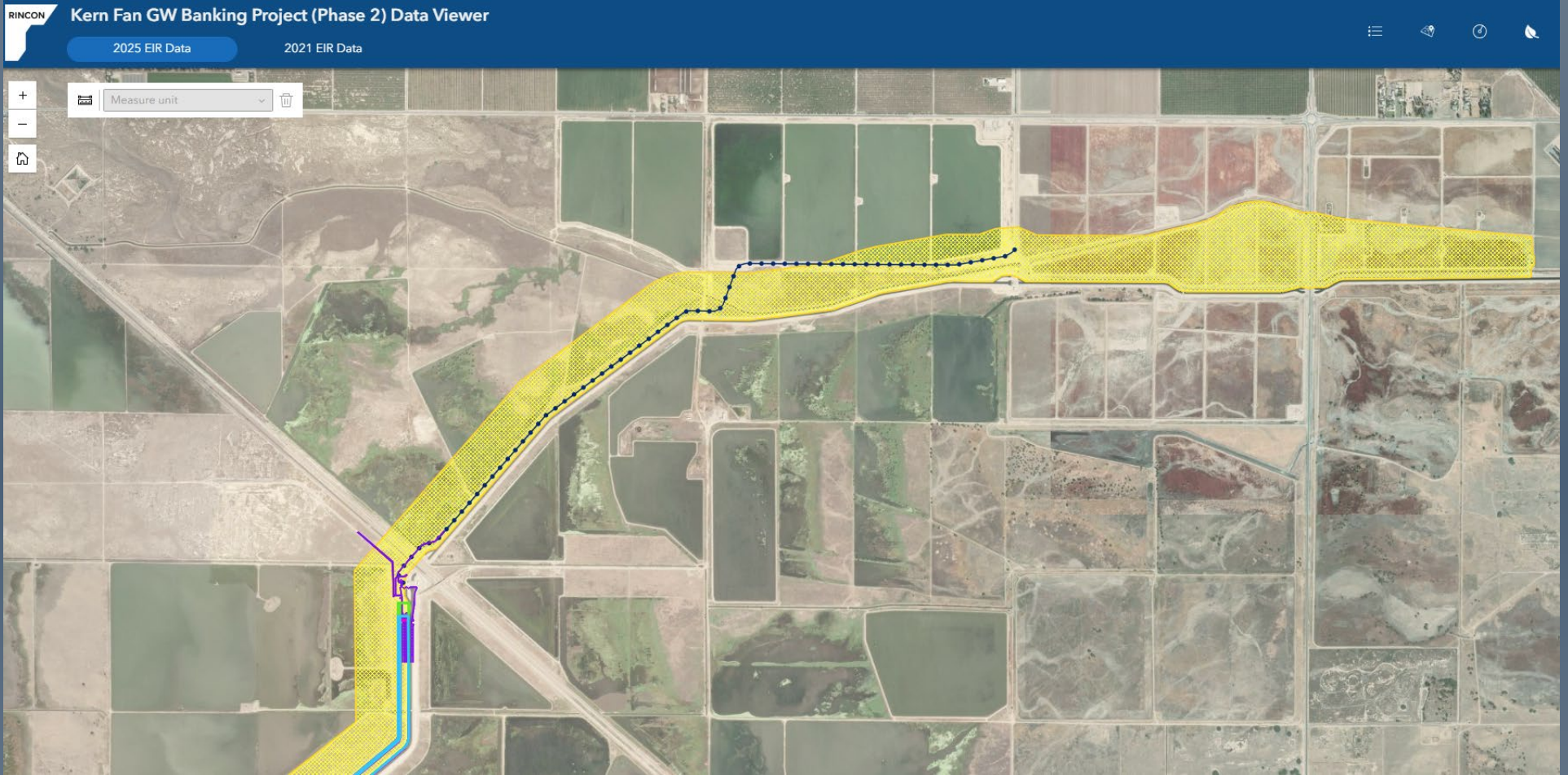


# ROW GIS TOOL – CVC Pool 1



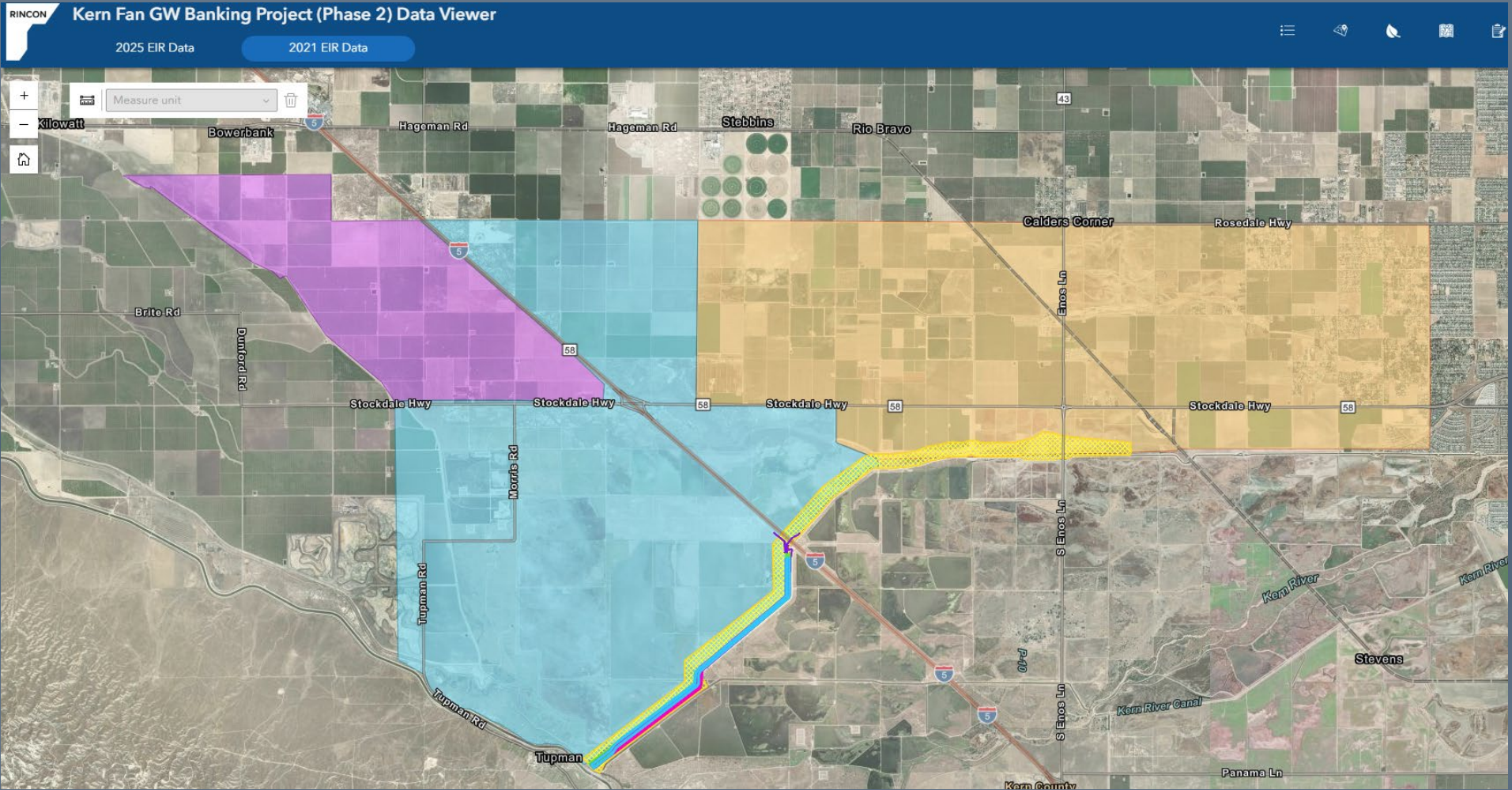


# ROW GIS TOOL – CVC Pool 2





# ROW GIS TOOL – 2021 EIR DATA Overlay





# AGREEMENTS, EASEMENTS & PERMITS

## AGREEMENTS

- DWR – Turnout, Operations
- KCWA – Construction/Turnout, Operations

## EASEMENTS

- DWR – Construction (may be covered under agreements)
- KWB – Pending final location of Alt 5 footprint
- CA State Parks – Pending final location of Alt 5 footprint

## PERMITS

- DWR - Encroachment permits for ROW access during construction
- KCWA - Encroachment permits for ROW access during construction
- KWB - Encroachment permits for ROW access during construction
- State of CA – Streambed Alteration Permit (Outlet Canal), LSAA, 401, 404 Permit?
- CalTrans – Pending final location of Alt 5 footprint



# ENVIRONMENTAL ANALYSIS

## CURRENT STATUS

- Project remains in the early planning and feasibility stage
- Pending final location of Alt 5 footprint
- Environmental review has not yet been initiated

## EXISTING CEQA DOCUMENTATION

- The Kern Fan Groundwater Storage Project EIR provides relevant background and analysis
- Depending on the final project definition, this phase may tier from or reference the Kern Fan Project EIR, as appropriate
- This approach will be evaluated with environmental consultants and will be consistent with CEQA Guidelines

## NEXT STEPS

- Develop a detailed project description to support the determination of the appropriate CEQA pathway, if any (Rincon)
- Initiate environmental review once project characteristics and potential impacts are better understood



**Questions/Feedback**

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# KERN WATER BANK AUTHORITY



March 12, 2026

## Via Email and U.S. Mail

Groundwater Banking Joint Powers Authority  
Attention: Dan Bartel, General Manager  
849 Allen Road  
Bakersfield, CA 93314  
[dbartel@rrbwsd.com](mailto:dbartel@rrbwsd.com)

Re: Kern Fan Groundwater Storage Project ALT 5 Conveyance Environmental Review –  
Kern Water Bank Authority Preliminary List of Issues/Concerns

Dear Mr. Bartel:

The Kern Water Bank Authority (“KWBA”) understands that the Groundwater Banking Joint Powers Authority (“GJPA”) is in the process of early planning and feasibility studies, including preparation of a conceptual level layout, relating the potential design, environmental review, approval, and construction the Kern Fan Storage Project ALT 5 conveyance canal/pipeline and related items extending from a turnout on the California Aqueduct to Rosedale Rio-Bravo Water Storage District (“Project”). More specifically, KWBA understands that the Project turnout may consist of expansion of the existing Cross Valley Canal (“CVC”) Aqueduct turnout located near the KWBA’s Kern Water Bank (“KWB”) Canal Aqueduct turnout, and that a portion of the Project ALT5 conveyance canal/pipeline may cross KWBA’s real property (“KWB Lands”) including protected habitat subject to the Kern Water Bank Habitat Conservation and Natural Communities Conservation Plan (“KWB HCP”). As such, the Project will require discretionary approvals from the KWBA which means the KWBA will be a responsible agency for Project environmental review pursuant to the California Environmental Quality Act (“CEQA”).

To, among other things, ensure that the scope of the Project’s environmental review is sufficient for KWBA’s consideration as a responsible agency, KWBA has prepared the following preliminary list of issues relating the Project’s potential issues and impacts that are of concern to KWBA based on available information about the Project and that will need to be addressed in a new Environmental Impact Report and made available to KWBA for review and comment. Issues of concern include, but are not limited to, the Project’s potential for impairment to the KWBA’s water conveyance from its Aqueduct Turnout to the KWB Lands, recharge and recovery operations, and related facilities including recovery wells. In addition to ensuring that the Project is designed, located, and operated such that it does not impair, impact, or otherwise interfere with Kern Water Bank operations and facilities, including its ability to maintain historic levels of conveyance, recharge and recovery, and KWBA’s commitments under the KWB HCP, the Project’s environmental review should consider alternatives to the Project that would avoid use of the KWB Lands and avoid any impacts to operation of the Kern Water Bank Canal Turnout, and/or to the conservation of covered species under the KWBA HCP. Preliminary issues and concerns relating to the environmental review of the Project include, but are not necessarily limited to, the following:

1. The expansion of turnout capacity in the CVC may impact the ability of the KWBA and its member entities to maximize water deliveries for recharge and recovery via the KWB Canal Turnout to the KWB. We understand DWR may have evaluated this possibility. We have not been and will need to be provided with all documents related to this evaluation, including any conclusions, in order to fully assess whether this is an issue of concern. We may require a third-party technical review to validate the conclusions. We will also require a guarantee that impacts will not happen .
2. If the Project will need to use the KWB Canal – CVC Intertie for access to the California Aqueduct during certain phases of construction, the KWBA must maintain a first priority for the use of the KWB Canal for its member entities recharge and recovery operations during such times.
3. The ALT 5 conveyance canal/pipeline alignment portion of the Project should avoid or minimize any encroachment on the existing buffers between KWB recharge basins and the current CVC alignment and not interfere with KWBA's or Kern County Water Agency's ability to comply with the enclosed agreement between the two parties titled "Cross Valley Canal / Kern Water Bank Operating Guidelines During Shallow Groundwater Conditions." As groundwater levels rise during recharge events, such an encroachment may either impact the use of these basins or exacerbate the potential for damage to CVC/ALT 5 panels. The Project will need to either avoid this area altogether, or, assuming the Project can be constructed such that it is compatible with KWB operations and facilities, provide for as alternative equivalent recharge capacity and the relocation of existing basin berms, satisfactory to KWBA, and sufficient legal protection including indemnification of KWBA in the event of any future damages to the CVC or ALT 5 canals including panels. The existing buffers have reliably prevented liner failures for the last 25 years. Piezometers may also need to be relocated.
4. The ALT 5 conveyance canal/pipeline alignment portion of the Project should be designed such that it avoids or minimizes impairment to and/or any need to relocate and replace existing recovery wells, basins, pipelines, and power lines. The timing of any such relocation and replacement cannot impair KWB recovery or other operations and would need to be at the Project's expense. Any relocated or replacement facilities must be able to achieve at least equivalent performance, as determined by the KWBA and other appropriate parties, and operational prior to the decommissioning of any existing facilities.
5. If the ALT 5 conveyance canal/pipeline alignment portion of the Project requires the modification of the Old Main Canal conveyance facilities that cross the CVC, any such modifications must not impair existing capacities. KWBA will need to approve any plans for such modifications
6. If the Project requires expansion of Rosedale's West Intake Canal that crosses the Pioneer Canal, any such modifications to Rosedale's canal must not reduce the capacity of the Pioneer Canal.
7. The Project must not reduce the number or capacity of CVC vehicle crossings currently available to the KWBA.
8. If the ALT 5 conveyance canal/pipeline alignment or the Project otherwise requires removal or disturbance of endangered species' habitat on the KWB Lands, the Project must not interfere with or impair the implementation of the KWBA HCP and KWBA's entitlements under the KWBA HCP. Compliance with the KWB HCP and State and Federal endangered species acts and associated

required approvals by the state and federal wildlife agencies will be required for any Project effects on the resources of the KWBA HCP.

The KWBA looks forward to meeting and working with representatives of the GBJPA to discuss the above and related issues concerning the proposed Project, including the GBJPA's required consultation with the KWBA on the development of the Project description, Project alternatives to avoid and minimize effects on the KWBA lands, resources, and operations, and on the preparation of a detailed scope of work for the Project's environmental analysis. Of course, the above-mentioned items address some of the environmental and technical issues that must be considered if this Project were to proceed. These do not address any policy concerns or all the legal issues and appropriate mitigation associated with any use or impairment of KWB Lands, operations, or facilities. We look forward to working with GBJPA on those items as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joseph Butkiewicz', with a long horizontal stroke extending to the right.

Joseph Butkiewicz  
General Manager

ENCLOSURE

cc: (by email only)

Fiona Nye

Groundwater Banking JPA

Project Manger

[nye@irwd.com](mailto:nye@irwd.com)

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# **CROSS VALLEY CANAL / KERN WATER BANK OPERATING GUIDELINES DURING SHALLOW GROUNDWATER CONDITIONS**

## **1 INTRODUCTION**

The Cross Valley Canal (CVC) and the Kern Water Bank (KWB), which coexist along 7 ¼ miles in the southwestern San Joaquin Valley, contribute significantly to water supply management and conservation in Kern County. The Kern County Water Agency (KCWA) and the KWB Authority (KWBA) believe it is in the best interests of both projects to develop guidelines that will allow the projects to operate to the fullest extent possible while at the same time being protective of facilities.

It should be noted that several proactive measures have already been undertaken by the CVC and KWBA. These include:

- Installing a shallow groundwater monitoring network and conducting regular monitoring and evaluation of shallow groundwater conditions;
- Raising the low-level cut-off float switch and installing a secondary low-level cut-off float switch at the forebay of CVC Pumping Plant No. 1;
- Increasing the range of the forebay level gauge for CVC Pumping Plant No. 1;
- Installing a low-level cut-off switch at the KWBA's Pool 1 Pump turnout;
- Conducting frequent inspections of the CVC's concrete liner for voids, displacement, etc. and making repairs as needed and as conditions permit;
- Expanding real-time forebay level monitoring and trending analyses capabilities;
- Increasing recharge pond setbacks
- Reducing recharge activities in the vicinity of the CVC

The implementation of the following guidelines should further these initial efforts to protect facilities and, at the same time, allow for project flexibility. It is expected that, as time goes on and additional information is developed, modifications to these operating guidelines may be made.

## **2 GROUNDWATER MONITORING PROGRAM**

The groundwater monitoring program will include the installation of additional piezometers along the CVC in areas where the CVC lining is below grade and the formalization of a monitoring and evaluation plan. Each of these aspects of the program is described below.

### **2.1 Piezometer Installation**

Several piezometers have already been installed to monitor groundwater conditions near the CVC. Approximately 32 additional piezometers will be installed at the locations shown in Figure 1 to supplement this monitoring network. Three of the piezometers will be installed to a depth of 50 feet; the remaining 29 will be installed to a depth of 20 feet. The piezometers will be

# CROSS VALLEY CANAL / KERN WATER BANK OPERATIONAL GUIDELINES

October 16, 2000

Page 2 of 3

constructed with 2- inch diameter PVC to industry standard specifications. A licensed surveyor will determine the location and elevation of each. All direct costs for the installation and monitoring of the piezometers, as well as the evaluation of the resulting data shall be shared equally between the CVC and the KWBA

## 2.2 Groundwater Monitoring Frequency

The frequency of groundwater monitoring will vary as groundwater levels change. Unless depth to groundwater is known to exceed 75 feet, the monitoring schedule will be as follows:

- During periods of adjacent recharge:
  - Groundwater > 20 feet – monitor monthly
  - Groundwater < 20 feet – monitor weekly
- During periods with no recharge – monitor weekly until depth to groundwater is > 20 feet, then monitor semi-annually

## 2.3 Evaluation of Groundwater Conditions

CVC and KWBA staff will jointly evaluate groundwater conditions and, as necessary, determine appropriate modifications to operations as described in these guidelines. These evaluations will be conducted according to the following schedule:

- During periods of adjacent recharge:
  - Groundwater < 50 feet – evaluate monthly
  - Groundwater < 20 feet – evaluate weekly, prepare gradient maps weekly, prepare written recommendations regarding modifications to operations and submit to KCWA/KWBA
  - Groundwater within 5 feet of design operational levels of the CVC – implement written recommendations regarding modifications to operations
- During periods with no recharge:
  - Groundwater < 20 feet – evaluate weekly, prepare gradient maps monthly
  - Groundwater > 20 feet – evaluate semiannually
  - Groundwater > 50 feet – no evaluations

The evaluations are expected to consist of brief teleconferences between CVC and KWBA staff unless depth to groundwater is 20 feet of ground surface or less. Under these conditions and when recharge is occurring, written evaluations and recommendations will be prepared weekly as a joint effort by CVC and KWBA staff.

# **CROSS VALLEY CANAL / KERN WATER BANK OPERATIONAL GUIDELINES**

**October 16, 2000**

**Page 3 of 3**

## **3 GROUNDWATER RECHARGE MANAGEMENT**

The KWBA will manage recharge operations to help ensure that groundwater gradient is away from the CVC during shallow groundwater conditions. Should groundwater conditions develop that might induce piping behind the CVC's liner, the KWBA will minimize recharge adjacent to the CVC either by reducing inflow to adjacent ponds or increasing the setbacks of adjacent ponds<sup>1</sup>. The goal of these actions will be to prevent flow into the CVC.

It is important to note that controlling groundwater levels in the vicinity of the CVC cannot be entirely achieved by managing recharge. At times, the canal has been operated at levels above the liner, thereby recharging groundwater. As a result, groundwater elevations near the CVC are maintained at or above the level of the lining. Irrespective of the foregoing, the protective measures described above will be undertaken.

## **4 CVC OPERATIONS MANAGEMENT**

The management of CVC operations will also play an important role in preventing future lining damage. During periods where shallow groundwater conditions exist, the CVC will be operated in such a manner as to maintain higher than normal pool levels, unless prohibited by delivery demands. Also, additional low-level cut-off float switches, adjustment of low-level alarms and improved monitoring of CVC forebay levels have been incorporated into CVC operations during periods where shallow groundwater conditions exist.

In addition to the above, regular inspections of the CVC's concrete liner will continue to be conducted, and any observed voids will be repaired promptly.

## **5 CONCLUSION**

CVC and KWBA staff have developed these operating guidelines to maximize the flexibility of their respective projects while preventing structural damage to facilities. Both projects will work together to ensure that the goals of the guidelines are met. It is expected that these guidelines may be modified in response to structural changes to the CVC (e.g. liner modifications) and as more knowledge is gained regarding the behavior of the shallow aquifer.

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<sup>1</sup> The current setback is 20:1. CVC and KWBA staff have considered engaging a consultant to determine a "safe" setback. However, given the varying soil conditions present on the KWB and CVC properties, determining a single "safe" setback would be very difficult to achieve.

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# COUNTY OF KERN - STATE OF CALIFORNIA

## GROUNDWATER BANKING JOINT POWERS AUTHORITY

### ROSEDALE NO. 1 CHANNEL IMPROVEMENTS PLAN

#### BASIS OF BEARINGS AND VERTICAL DATUM

THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5, PER TOPO SURVEY PERFORMED BY PINNACLE SURVEYING

#### BENCH MARK

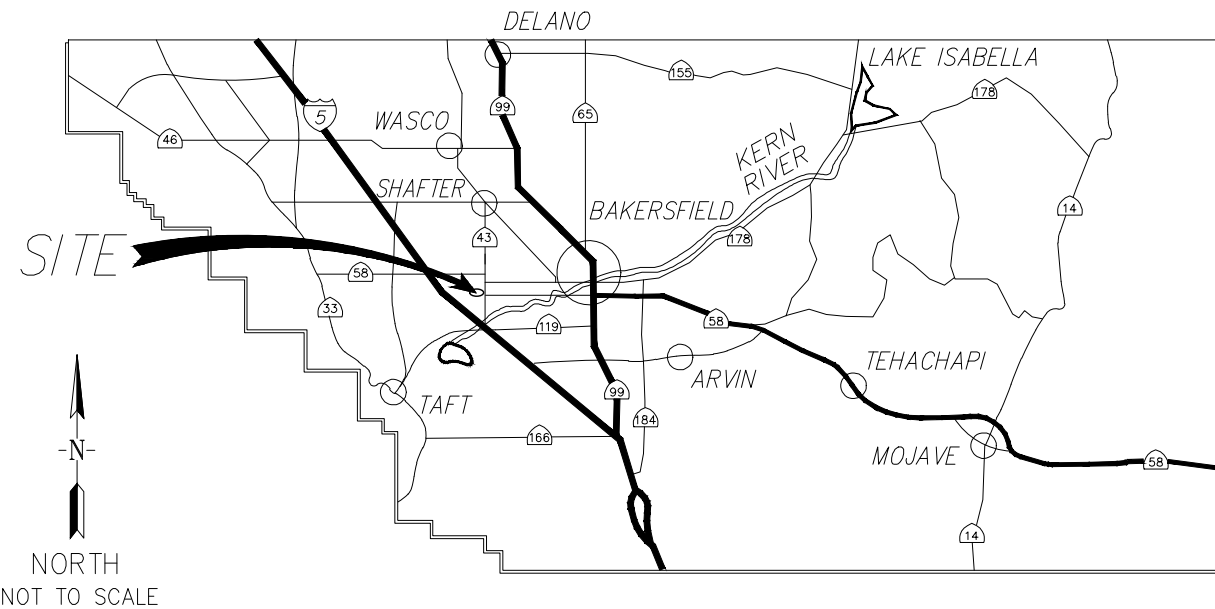
TOP OF POST AT GOOSE LAKE CHANNEL WEIR NO. 6-0-503 AT NORTHEAST CORNER OF WEIR 1.1 MILES WEST OF ENOS LANE. NEAR SE CORNER OF McCASLIN PROJECT SITE. ELEVATION = 321.43 (U.S.G.S. DATUM)

#### WATER DISTRICT

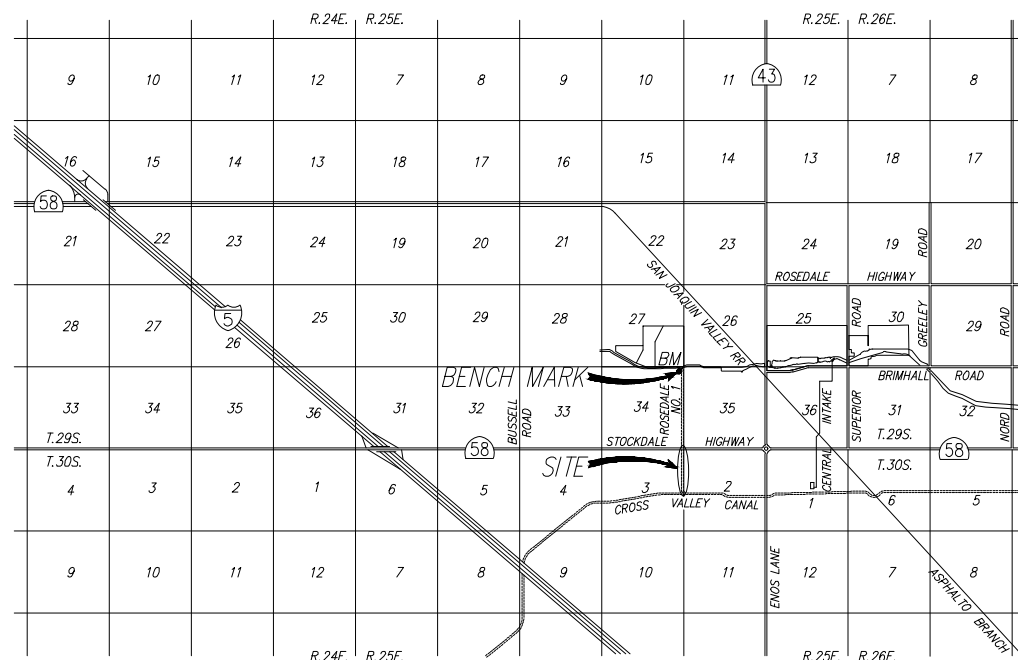
ROSEDALE RIO BRAVO WATER STORAGE DISTRICT  
849 ALLEN ROAD  
P.O. BOX 20820  
BAKERSFIELD, CA. 93390  
(661) 589-6045

#### ENGINEER

ZEIDERS CONSULTING  
1655 GREELEY ROAD  
BAKERSFIELD, CA. 93314



**LOCATION MAP**



**VICINITY MAP**

#### INDEX TO SHEETS

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#### PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CABLES, WIRES OR STRUCTURES MAY NOT BE SHOWN ON THESE PLANS.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THE REFERENCED PLANS

ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA.

UNDERGROUND SERVICE ALERT SHALL BE CONTACTED AT LEAST TWO WORKING DAYS PRIOR TO CONSTRUCTION. CALL 811

DESIGNED BY:

WILLIAM W. ZEIDERS      R.C.E. 40031      EXP. 12-31-27      DATE

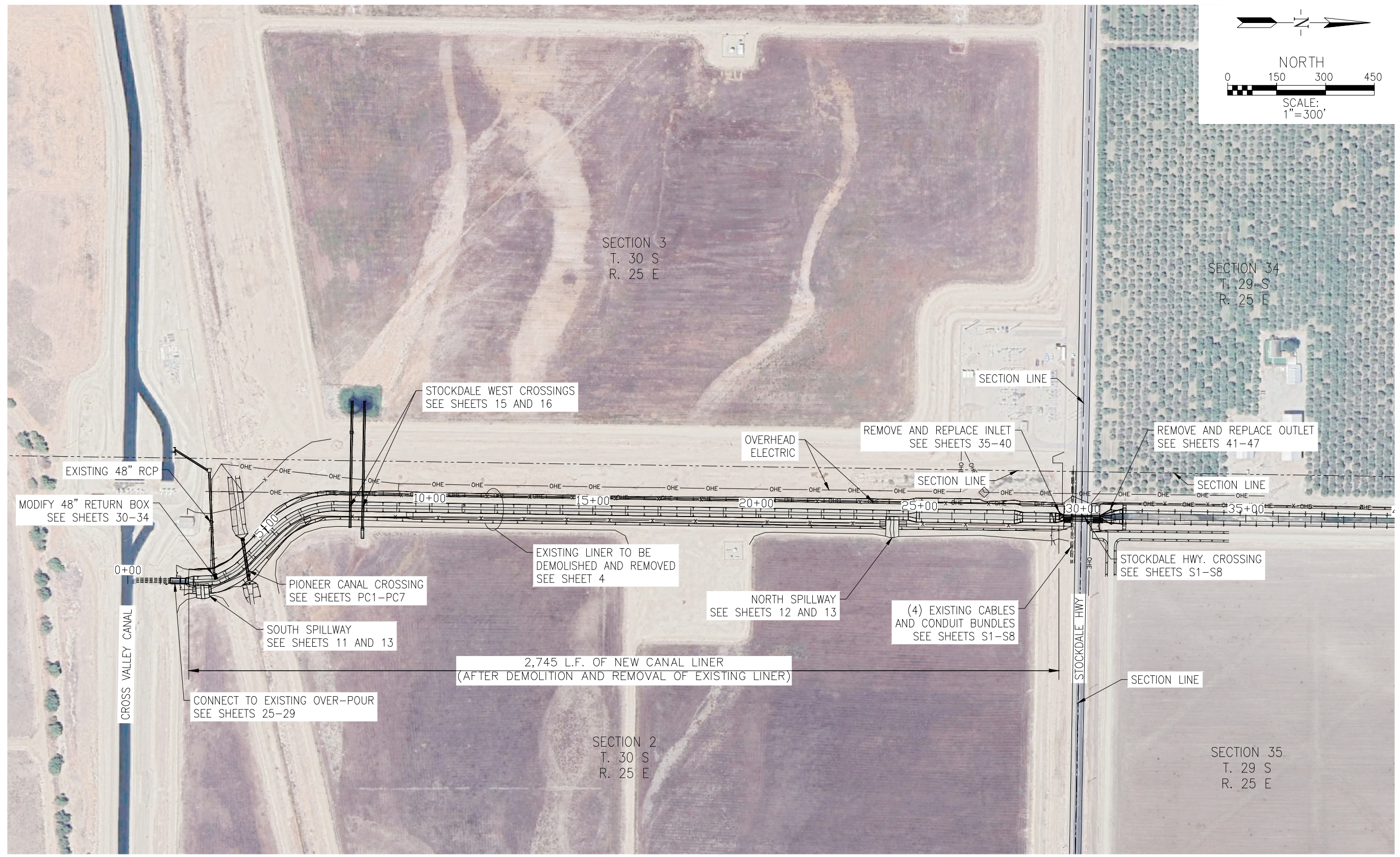
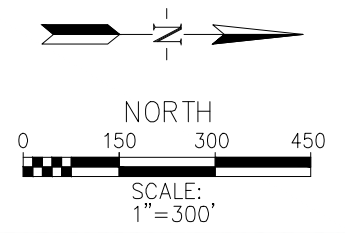
95% DRAFT

REV. DATE	DESCRIPTION



G.B.J.P.A.  
ROSEDALE NO.1 CHANNEL  
IMPROVEMENTS PLAN  
TITLE SHEET/INDEX

DATE: APRIL 16, 2026  
SCALE: AS NOTED  
DRAWN BY: S. BOWERS  
CHECKED BY: W. ZEIDERS  
FILE NAME: ROSEDALE NO. 1



**LEGEND:**

	DESIGN CHANNEL		STOCKDALE HIGHWAY
	OVERHEAD ELECTRIC		EXISTING FENCE
	SECTION LINE		EXISTING PIPE

(A)  
3 OVERALL PLAN

**95% DRAFT**

REV.	DATE	DESCRIPTION



**DEE JASPAR & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
2730 UNICORN ROAD, BLDG A  
BAKERSFIELD, CA 93308  
PHONE (661) 393-4796  
FAX (661) 393-4799

April 17, 2026

Dan Bartel  
c/o Groundwater Banking Joint Powers Authority (GBJPA)  
849 Allen Road  
Bakersfield, CA 93314

**Re: Phase I – Well Drilling and Equipping Project**  
***Weekly Report (Weeks 24-35)***

Mr. Bartel,

This serves as a project update for Weeks 24-35 of the Phase I – Well Drilling and Equipping Project.

**Phase 1 – Well Drilling & Equipping – Bakersfield Well & Pump Co.**

<b>Project Status as of:</b>	<b>4-17-26</b>	<b>Contract Totals</b>	
Notice to Proceed:	7-1-25	Contract Amount:	\$5,622,221.00
Contract Duration:	325	Change Orders:	-
Completion Date:	5-21-26	Revised Amount:	-
Elapsed Days:	290	Work Completed:	\$3,614,516.00
Remaining Days:	35	% Completed:	64%
Change Order – Days:	-		

The construction crew for BW&P has completed all concrete foundations and underground conduit installations at the four well sites including SN-2. BW&P has also completed the primary and secondary electrical conduit installations at WE-1, SN-1, and SN-2. PG&E is scheduled to re-energize the WE-AG site.

Sincerely,

*Curtis Skaggs*

Curtis M. Skaggs, P.E.

**Pictures (1-26-26 thru 4-17-26)**



Placement of Well Foundation for SN-2



Placement of Reinforcement Steel at SN-2



Placement of Concrete for Electrical Pad at SN-2



Placement of Concrete around Well Foundation at SN-2



Trench Excavation for Electrical Service



Conduit Installation for Electrical Service at SN-2

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April 27, 2026  
Prepared by: Fiona Nye  
Agenda Item: 7a

Water Storage Investment Program  
Early Funding Agreement

DISCUSSION:

In August 2017, IRWD and Rosedale jointly applied for Proposition 1 Water Storage Improvement Program (WSIP) funding for the Kern Fan Groundwater Storage Project (Kern Fan Project) to the California Water Commission (CWC). In 2021, the CWC approved a transfer of the Kern Fan Project application and funding to the Groundwater Banking Joint Powers Authority. In January 2026, the CWC approved a request from the GBJPA for early funding. Staff recommends the Board authorize the General Manager to execute an Early Funding Agreement with the CWC in the amount of \$5,570,869, subject to non-substantive changes approved by legal counsel.

Early Funding:

On January 20, 2021, the CWC adopted regulations for early funding requests. Early funding is designed to support the implementation of the project and relieve financial burdens. Eligible early funding costs include reimbursement for work performed on the project after August 14, 2017, as well as future expected costs for activities reasonably related to the completion of environmental documentation and permitting.

The CWC has awarded conditional funding to the Kern Fan Project based on a Maximum Conditional Eligibility Determination (MCED) in the amount of \$111.4 million, as of August 2025. On January 21, 2026, the CWC approved an early funding award for the Kern Fan Project in the amount of \$5,570,865 which is 5% of the current MCED. A draft Early agreement and scope of work is provided as Exhibit "A".

RECOMMENDATION:

That the Board authorize the General Manager to execute an Early Funding Agreement with the CWC in the amount of \$5,570,869, subject to non-substantive changes approved by legal counsel.

LIST OF EXHIBITS:

Exhibit "A" – Draft Early Funding Agreement.

Note: This page is intentionally left blank.

## Exhibit "A"

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (CALIFORNIA WATER COMMISSION)  
AND GROUNDWATER BANKING JOINT POWERS AUTHORITY  
FOR  
KERN FAN PROJECT  
WATER STORAGE INVESTMENT PROGRAM (WSIP) – EARLY FUNDING AGREEMENT NUMBER 4600016613  
WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014  
CALIFORNIA WATER CODE 79750, ET SEQ.**

THIS FUNDING AGREEMENT is entered into by and between the California Water Commission of the State of California, herein referred to as the "State" or "Commission" and the Groundwater Banking Joint Powers Authority, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient", which parties do hereby agree as follows:

- 1) PURPOSE. State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to Funding Recipient to assist in financing planning related activities for the Kern Fan Project Early Funding (Project) pursuant to Water Code section 79750 and California Code of Regulations, title 23, sections 6000-6020.
- 2) TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by February 28, 2028, and no funds may be requested after May 31, 2028. Execution date is the date the State signs this Funding Agreement indicated on page 6.
- 3) PROJECT COST. The reasonable cost of the Project is estimated to be \$5,570,865.
- 4) FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$5,570,865.
- 5) NON-PROGRAM COST SHARE. Funding Recipient agrees to fund the difference between the actual Total Project Cost, as estimated in Exhibit B (Budget), and the amount specified in Paragraph 4 (Funding Amount), if any.
- 6) FUNDING RECIPIENT'S RESPONSIBILITY. Funding Recipient and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for WSIP financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- 7) BASIC CONDITIONS. State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions (if applicable):
  - a) An urban or agricultural water supplier that receives funding governed by this funding agreement shall maintain compliance with the Water Code section 10608.56.
  - b) Timely submittal of Progress Reports as specified in Paragraph 15 (Submission of Reports).
  - c) Timely submittal of all deliverables as specified in Exhibit A (Work Plan).
  - d) Submittal of audited financial statements for the two most recent fiscal years.
- 8) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for

obtaining any and all permits, licenses, and approvals required for performing any work under this Funding Agreement. Funding Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Funding Recipient shall provide copies of permits and approvals to State, as listed in Exhibit A (Work Plan).

- 9) RELATIONSHIP OF PARTIES. Funding Recipient is solely responsible for planning, design, and implementation of the tasks contained within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Funding Agreement.
- 10) DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited into a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 11) ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B (Budget). Eligible Project Costs include the activities reasonably related to the completion of environmental documentation and permitting. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project. Work performed on the Project on or after August 14, 2017, shall be eligible for reimbursement.
- Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Non-Program Cost Share. Costs that are not eligible for reimbursement include but are not limited to the following items:
- a) Costs, other than those noted above, incurred prior to August 14, 2017.
  - b) Operation and maintenance costs, including post construction performance and monitoring costs.
  - c) Land acquired via eminent domain.
  - d) Purchase of equipment not an integral part of the Project.
  - e) Establishing a reserve fund.
  - f) Purchase of water supply.
  - g) Monitoring and assessment costs for efforts required after project construction is complete.
  - h) Replacement of existing funding sources for ongoing programs.
  - i) Travel and per diem costs.
  - j) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
  - k) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - l) Overhead not directly related to project costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 12) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 (Basic Conditions) are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt of a signed

invoice for costs incurred, including Non-Program Cost Share, and timely Progress Reports as required by Paragraph 15 (Submission of Reports). Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- a) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - (2) Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B (Budget). The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - (3) One set of sufficient evidence (i.e., receipts, vendor invoices, payroll records) must be provided for all costs included in the invoice.
  - (4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4 (Funding Amount) and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5 (Non-Program Cost Share).

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Program funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 (Audits) and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civil Code, sections 1572-1573; Penal Code, sections 470, 489-490.)

- 13) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 14 (Default Provisions), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14 (Default Provisions). If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and

the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

14) DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- a) Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
- b) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
- c) Failure to make any remittance required by this Funding Agreement.
- d) Failure to submit timely progress reports.
- e) Failure to routinely invoice State.
- f) Failure to meet any of the requirements set forth in Paragraph 7 (Basic Conditions) or Paragraph 19 (Continuing Eligibility).

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- g) Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- h) Terminate any obligation to make future payments to Funding Recipient.
- i) Terminate the Funding Agreement.
- j) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F (Report Formats and Requirements). The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for the Project.

- a) **Progress Reports:** Funding Recipient shall submit Progress Reports to meet the State's requirement for disbursement of funds per activities in Exhibit A (Work Plan) and costs in Exhibit B (Budget). Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Progress Report shall be submitted to the State no later than 90 days after the execution of the agreement with future reports then due, at least, on successive three-month increments based on the invoicing schedule and this date.
- b) **Project Completion Report:** Upon completion of the Project, Funding Recipient shall provide a final written report in a format as directed by the State in Exhibit F (Report Formats and Requirements). Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion, which, for this Funding Agreement, is the completion of activities listed in Exhibit A (Work Plan). The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project.

- 16) NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - b) Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
  - c) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during while undertaking any task set forth in Exhibit A (Work Plan), the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
  - d) The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.
  - e) Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing.

Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Laura Jensen, Executive Officer  
California Water Commission  
P. O. Box 942836  
Sacramento California 94236-0001  
[Laura.Jensen@water.ca.gov](mailto:Laura.Jensen@water.ca.gov)

Dan Bartel  
Groundwater Banking Joint Powers Authority  
849 Allen Road  
Bakersfield, CA 93314  
[dbartel@rbwsd.com](mailto:dbartel@rbwsd.com)

Direct all inquiries to the Project Manager:

Itzia Rivera  
California Water Commission  
P. O. Box 942836  
Sacramento California 94236-0001  
[Itzia.Rivera@water.ca.gov](mailto:Itzia.Rivera@water.ca.gov)

Fiona Nye  
Groundwater Banking Joint Powers Authority  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
[nye@irwd.com](mailto:nye@irwd.com)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirements to remain eligible to receive state funds:

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Funding Recipient Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
California Water Commission

Groundwater Banking Joint Powers Authority

\_\_\_\_\_  
Laura Jensen  
Executive Officer

\_\_\_\_\_  
Dan Bartel  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Anthony Austin  
Counsel to the Commission  
Date \_\_\_\_\_

## Exhibit A Work Plan

The Kern Fan Groundwater Storage Project (Kern Fan Project, Project) is a conjunctive use project, being developed by the Groundwater Banking Joint Powers Authority (GBJPA) in Kern County. Kern County is located in central California, near State, federal and local water supply conveyance facilities. The Project is designed to capture, recharge and store excess wet-year surface water for later use. New project facilities include recharge basins, recovery wells and associated pipelines, and will be integrated with existing facilities in Rosedale-Rio Bravo Water Storage District's (Rosedale) Conjunctive Use Program. Water will be conveyed from the California Aqueduct to and from the Project sites via a turnout at the California Aqueduct and a new conveyance canal.

Project storage capacity will be split into three storage accounts. 25,000 acre-feet (AF) will be allocated to an Ecosystem account, 37,500 AF to an Irvine Ranch Water District (IRWD) account and the remaining 37,500 AF to a Rosedale account. The Project will be operated to store Article 21 water during wet years to provide Public and Non-Public Benefits. Article 21 water is supplied by the State Water Project (SWP) from the Sacramento-San Joaquin River Delta (Delta). Article 21 water is available from the Delta when the SWP is meeting all Table A demands, the SWP share of San Luis Reservoir is full, and there is available capacity to move additional supply. This typically occurs in wet years when precipitation and runoff in the Delta watershed exceed long-term averages. When Article 21 is not available, Project facilities will be used to recharge other sources of water such as State Water Project Table A water and Federal Section 215 water. SWP Table A water refers to the maximum annually scheduled water amount designated in long-term contracts between the California Department of Water Resources (DWR) and 29 water agencies (SWP contractors). Section 215 water is un-storable irrigation water that is released by the Bureau of Reclamation due to flood control criteria or un-managed flood flows from the Delta. The Bureau of Reclamation is authorized to declare the availability of Section 215 water for Central Valley Project (CVP) south-of-Delta contractors. During dry years, the stored water will be recovered for use.

The GBJPA has made significant progress on the development and construction of the Kern Fan Project. The project consists of two phases. Phase 1 consists of 350 acres of land acquired by the GBJPA in 2021 and 2022, referred to as the West Enos and North Stockdale properties, and includes development of recharge and recovery facilities at those properties as well as improvements to the existing Rosedale 1 Channel conveyance. The completed Phase 1 facilities will provide water supply and incidental wetland ecosystem benefits. They are integrated into existing conjunctive use facilities and will be integrated with the Phase 2 facilities. Phase 2, also referred to as the South Valley Project, consists of construction of additional recharge basins on approximately 300 acres of land to be purchased by the GBJPA, a modified turnout off the California Aqueduct, new conveyance canal and conveyance pipelines, as well as three recovery wells. The new conveyance canal, referred to as the Joint Use Canal, will be constructed to deliver up to 375 cubic feet per second (cfs) of water. The Joint Use Canal will convey surface water for recharge to about 1,291 acres that consists of approximately 300 acres of new recharge basins as well as 991 acres of existing recharge basins owned by the GBJPA members.

Construction of the Phase 1 facilities will be completed in 2026. While construction of Phase 1 is being completed, the GBJPA is concurrently working on the design of Phase 2 recharge, recovery, and conveyance facilities. A feasibility level design report is expected to be finalized in late Spring 2026. The GBJPA is also working with State agencies on the public benefits agreements and with State and local agencies to secure the necessary approvals and agreements for the construction and operation of the Kern Fan Project. The GBJPA has also initiated work on additional environmental documentation to support the Phase 2 facilities. Table 1 below includes actual and anticipated completion data for the deliverables described in the below work plan.

Table 1. Actual and Anticipated Completion of Deliverables

<b>Task Name</b>	<b>Deliverable</b>	<b>Deliverable Completion Date (Actual or Anticipated)</b>
1.1 Funding Agreement Administration	Quarterly Progress Reports	Ongoing
	Quarterly Invoices and backup documentation	Ongoing
	Draft and Final Project Completion Report	Q3 2028
1.2 Project Management Activities	Summary updates on project management activities to be provided in Quarterly Progress Reports	Ongoing
2.1 Environmental Impact Report	Kern Fan Groundwater Storage Project Final Environmental Impact Report (FEIR)	Q4 2021
	Notice of Determination	Q1 2021
2.2 Supplemental Environmental Document for Conveyance Facilities	Final additional environmental document and technical studies	Q2 2028
	Notice of Determination (as applicable depending on document required)	Q2 2028
2.3 Supplemental EIR for Pulse Flows	Final Supplemental EIR for Pulse Flows	Q2 2028
	GBJPA Board Materials for Adoption of the Pulse Flow Supplemental EIR	Q2 2028
	GBJPA Notice of Determination	Q1 2021
2.4 Permitting and Agreements	Permits and Approvals	See Table 2
	Agreements	See Table 2
	Right of Way and Easements	See Table 2
3.1 Feasibility Study	Final Feasibility Study	Q4 2021
3.2 Technical Studies and Preliminary Design Report	Technical Memoranda	Q3 2021
	Preliminary Design Report	Q3 2021
3.3 Engineering Design	West Enos Recharge and Conveyance	Q1 2024
	Stockdale North Recharge and Conveyance	Q4 2023
	Rosedale 1 Channel Conveyance	Q2 2026
	Phase 1 Well Drilling and Equipping	Q1 2025
	Phase 2 Aqueduct Conveyance Facility (Feasibility)	Q2 2026

	Recharge and Conveyance Phase 2a	Q2 2027
	Recharge and Conveyance Phase 2b	Q4 2027
	Well Drilling and Equipping Phase 2a	Q4 2027
	Well Drilling and Equipping Phase 2b	Q2 2026
	Aqueduct Conveyance Phase 2a	Q2 2027
	Aqueduct Conveyance Phase 2b	Q4 2027
	Aqueduct Conveyance Phase 2c	Q2 2026
	Aqueduct Conveyance Phase 2d	Q2 2026

## Task 1. Project Management and Administration

### Subtask 1.1 Funding Agreement Administration

This subtask includes administering the Agreement, maintaining compliance with reporting and invoicing requirements of the Agreement, coordinating with CWC staff as needed to respond to questions and data requests, and managing cost commitments. Specifically, GBJPA will prepare quarterly progress reports that will be submitted with quarterly invoices and supporting documentation. In addition, GBJPA will provide financial statements and other supporting documentation as requested by CWC pertaining to this agreement. When work under this agreement is completed, GBJPA will prepare a Draft and Final Project Completion Report for submission to CWC.

#### 1.1.1 Quarterly Progress Reports

Prepare and submit quarterly progress reports detailing the work completed in the prior quarter consistent with Exhibit F of this Agreement.

#### 1.1.2 Quarterly Invoices

Prepare quarterly invoices in compliance with the invoicing requirements of this Agreement, including relevant supporting documentation for submittal to the CWC.

#### 1.1.3 Draft and Final Project Completion Report

Prepare the Project Completion Report and submit it to the CWC no later than 90 days after Project completion. Draft and final versions will be prepared consistent with the format and requirements of Exhibit F of this Agreement.

### Task 1.1 Deliverables:

- Quarterly Progress Reports
- Quarterly Invoices
- Final Project Completion Report

### Subtask 1.2 Project Management Activities

This task includes Project Management activities performed by the GBJPA, GBJPA members, consultants, legal team and other agencies as required, but not limited to, coordination with project partners, coordination with state and federal agencies, consultant procurement and management, invoicing, budgeting, scheduling,

reviewing submittals, meetings and conference calls, project funding and coordinating project activities that are within the Project objectives and this Agreement. This also includes development or amendments to any necessary governance or operational agreements, preparation and review of technical studies, environmental documentation, permitting, property acquisition, as well as other ancillary Project support tasks.

**Task 1.2 Deliverables:**

- Summary updates on project management activities to be provided in Quarterly Progress Reports

**Task 2. Environmental Documentation and Permitting****Subtask 2.1. Environmental Impact Report**

This subtask includes preparation of the Kern Fan Groundwater Storage Project Final Environmental Impact Report (FEIR) which was completed and certified in December 2020. The Draft EIR was made available to agencies for comments at least 10 days prior, with a review period from October 16, 2020, to November 30, 2020. The GBJPA, as the Lead Agency, prepared the EIR in compliance with the California Environmental Quality Act (CEQA). In addition, the EIR was prepared in accordance with CEQA-Plus requirements of the United States Environmental Protection Agency (EPA) to fulfill the requirement of potential federal funding partners to comply with the National Environmental Policy Act (NEPA). The purpose of the EIR is to provide the public with information about the potential local and regional impacts associated with construction and operation of the Kern Fan Project.

**Task 2.1 Deliverables:**

- Kern Fan Groundwater Storage Project Final Environmental Impact Report (FEIR)
- Notice of Determination

**Subtask 2.2 Supplemental Environmental Document for Conveyance Facilities**

This subtask includes the development of the appropriate environmental document and associated technical studies, which will be prepared to evaluate the conveyance facilities following completion of the Feasibility Report. Preparation of an additional environmental document is expected to be completed by 2027. Cost estimates for the additional environmental document were prepared by consultant Dee Jaspar in the latest Class 3 budget evaluation. Rincon Consultants are in the process of preparing a detailed project description that will support the determination of the appropriate CEQA pathway.

**Task 2.2 Deliverables:**

- Final additional environmental document and technical studies
- Notice of Determination (as applicable)

**Subtask 2.3 Supplemental EIR for Pulse Flows**

This task includes coordination time, meeting attendance and costs associated with the preparation and GBJPA adoption of the Supplemental EIR for the Pulse Flows Component of the Water Storage Investment Program Groundwater Projects (Supplemental EIR). The Supplemental EIR was prepared by the Department of Water Resources (DWR) for the Pulse Flow exchanges. DWR posted a Notice of Certification for the Final Supplemental EIR for the Pulse Flows Component of the Water Storage Investment Program Groundwater Projects in July 2024. When DWR participates in one or more of the WSIP projects with a pulse flow component and pursuant to an agreement, DWR will file a Notice of Determination (NOD) at the State Clearinghouse. As lead agency for the Kern Fan Project, the GBJPA expects to adopt and file a NOD for the Supplemental EIR for the Kern Fan Project, as part of Phase 2 implementation.

**Task 2.3 Deliverables:**

- Final Supplemental EIR for Pulse Flows
- GBJPA Board Materials for Adoption of the Pulse Flow Supplemental EIR
- GBJPA Notice of Determination

**Subtask 2.4. Permitting and Agreements**

This subtask includes preparation of applications for permits and approvals, and the negotiation, coordination and preparation of agreements, and work to obtain rights of ways and easements. Two Caltrans Permits for the 1) Enos Lane Crossing and 2) Stockdale Highway Crossing were obtained for Phase 1 work. Additional agreements, permits and easements will be required for Phase 2 of the Kern Fan Project. Anticipated permits include those required for the Outlet Canal Crossing (e.g. 404, 401, and Streambed Alteration Agreements), Incidental Take Permit, Encroachment Permits, Well Drilling Permits, Right of Way and Easement permits. The final turnout design and conveyance alignment will determine the required final permits, agreements, easements and encroachment permits. Agreements will address the turnout and conveyance, ecosystem exchange and public benefits. Easements will be required pending the final footprint of the new conveyance. A list of the anticipated permits, agreements and easements, which are expected to be completed by January 2028 are provided in Table 1.

Table 2. Anticipated Permits, Agreements and Easements

<b>Kern Fan Project – Anticipated Permits and Agreements</b>	<b>Expected Completion</b>
<b>Permits</b>	
Caltrans Permit – Enos Lane Crossing Phase 1	Completed
Caltrans Permit – Stockdale Hwy Crossing Phase 1	Completed
Caltrans Permit - I-5 Crossing	Q1 2028
Caltrans Permit – Stockdale Hwy Crossing Phase 2	Q3 2026
Kern County Env Health Dept – Well Drilling Permits	Q2 2028
<b>Outlet Canal Crossing – Permits and Approvals</b>	
United States Army Corps of Engineers – Section 404	Q4 2027
Regional Water Quality Control Board – Section 401	
California Department of Fish and Wildlife (CDFW) -Lake and Streambed Alteration Agreement -Incidental Take Permit	
California State Parks – Tule Elk Preserve - Encroachment Permit	
Central Valley Flood Protection Board – Encroachment Permit	
DWR Turnout – Encroachment Permit/Right of Entry	
<b>Agreements</b>	
Article 21 Agreement between DRWD/ IRWD/ Kern County Water Agency (KCWA)/DWR	Q4 2026- Q4 2027
Pulse Flow Exchange Agreement between DWR/ KCWA/ DRWD/ GBJPA	
Cross Valley Canal (CVC) Operations Agreement with CVC Participants	
DWR/ KCWA Turnout Agreement	

<b>Right of Way and Easements</b>	Q3 2027
Potential Right of Way and Easements for Conveyance depending on final conveyance alignment	
CDFW – Approval of Conveyance Easement across Kern Water Bank HCP Area.	
Kern Water Bank Authority – Conveyance Easement across Kern Water Bank property	
KCWA – CVC easement and/or crossing. Approval for Aqueduct turnout.	

**Task 2.4 Deliverables:**

- Permits and Approvals (Table 2)
- Agreements (Table 2)
- Right of Way and Easements (Table 2)

**Task 3. Engineering Feasibility, Preliminary Design, and Technical Studies**

## Subtask 3.1. Feasibility Study

This subtask includes the preparation and submission of a final feasibility study in 2021 to the CWC which meets the WSIP eligibility criteria. The GBJPA prepared the feasibility study to evaluate the overall technical, environmental, economic, and financial feasibility of the proposed Kern Fan Groundwater Storage Project. The study also serves as the primary source of information for the detailed project description, related analyses used to develop the Project, and updates to the Project since the initial Water Storage Investment Program (WSIP) Application was submitted in 2017. CWC reviewed the submitted Feasibility Study and issued a feasibility determination in December 2021. Together with the Kern Fan Project EIR, which was adopted in January 2021, the technical and financial analyses included in feasibility study are being used to inform environmental permitting and development of project agreements.

**Task 3.1 Deliverables:**

- Final Feasibility Study

## Subtask 3.2. Technical Studies and Preliminary Design Report

This subtask includes the GBJPA's development of technical studies to support implementation of the project, technical studies and modeling to determine project performance, and the development of an engineering Preliminary Design Report (PDR). Specifically, a series of 11 technical memoranda (TM) were prepared during the development of the PDR. These TM include detailed information on the Project's phased development, project alternatives, and preferred alignments. These technical memoranda and studies provide documentation of the project location, hydraulic modeling, capital cost estimates, and the expected project schedule.

A 30% Design Report was prepared by consultant Dee Jaspar & Associates Inc. in 2020 and was used to support the EIR. An engineering PDR with Class 3 costs estimates, which built upon the 2020 report, was prepared by Dee Jaspar & Associates in 2021. Dee Jaspar & Associates has provided updates to the PDR as refinements to the Project have been made. The Kern Fan Project PDR provides a detailed description of the proposed facilities, an analysis of project alignment alternatives, planned integration with existing water banking facilities, construction methods, refined capital and operations cost estimates, as well as replacement cost estimates.

The TMs, 30% design Report and PDR were used to develop the detailed project description in the EIR as well as support environmental permitting. They were used as the basis for the development of the final designs for Phase 1 of the Kern Fan Project and the preliminary design of the Phase 2 project facilities, which will ultimately

be used to finalize necessary project agreements and secure approvals. Development of the PDR is a reimbursable cost that supported the planning, design, and continued progress of the Kern Fan Project.

MBK Engineers also performed technical studies to estimate the Project performance using the CalSim II model and have recently updated the Project model to CalSim 3. MBK Engineers continue to work on refinements of the model and are coordinating with CDFW on the expected Project performance, which will be used to support the public benefit agreements.

### **Task 3.2 Deliverables:**

- Technical Memoranda
- Preliminary Design Report

### **Subtask 3.3. Engineering Design**

This subtask includes the performance of design work on Phase 1 and Phase 2. The Project will be used to store surplus SWP and CVP water and other supplies as available in wet years for later use during dry years. Engineering design for the multiple Project phases is expected to continue through 2027. In support of environmental documentation and Project permitting goals, Phase 1 design work included recharge ponds, earthwork, materials testing, and conveyance infrastructure. Phase 2 includes additional property acquisition. It includes engineering studies and analyses that form the basis of a Feasibility Report that evaluates detailed alternatives for the proposed turnout improvements and options for the alignment of the new conveyance. The Feasibility Report is expected to be completed in late Spring 2026 and includes conceptual design work for the proposed turnout improvements and conveyance canal. Based on the Feasibility Report, the GBJPA will then prepare final designs for the selected turnout and conveyance alignment alternative. The GBJPA will also prepare final designs for the Phase 2 recharge and recovery facilities.

### **Task 3.3 Deliverables:**

- Phase 1 Design Work
  - West Enos Recharge and Conveyance
  - Stockdale North Recharge and Conveyance
  - Rosedale 1 Channel Conveyance
  - Phase 1 Well Drilling and Equipping
- Phase 2 Aqueduct Conveyance Feasibility
- Phase 2 Design Work
  - Recharge and Conveyance Phase 2a
  - Recharge and Conveyance Phase 2b
  - Well Drilling and Equipping Phase 2a
  - Well Drilling and Equipping Phase 2b
  - Aqueduct Conveyance Phase 2a
  - Aqueduct Conveyance Phase 2b
  - Aqueduct Conveyance Phase 2c
  - Aqueduct Conveyance Phase 2d

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**Exhibit B**  
**BUDGET**

<b>Task</b>	<b>Early Funding Total Project Costs</b>
<b>Task 1: Project Management and Administration</b>	\$467,900
<b>Task 2: Environmental Documentation and Permitting</b>	\$1,606,900
<b>Task 3: Engineering Feasibility, Preliminary Design, and Technical Studies</b>	\$3,496,065
<b>Total</b>	<b>\$5,570,865</b>

CWC approves invoices at the overarching task-level. Subtasks are provided in the Work Plan and Schedule for additional detail, as well as guidance for the project manager to be aware of when administering the Funding Agreement. Invoiced amounts may include subtasks completed prior to the effective date of this agreement provided such subtasks are otherwise in compliance with all applicable requirements set forth herein.

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**Exhibit C**  
**SCHEDULE**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
<b>Task 1: Project Management and Administration</b>	8/1/2019	2/28/2028
<b>Task 2: Environmental Documentation and Permitting</b>	8/1/2019	2/28/2028
<b>Task 3: Engineering Feasibility, Preliminary Design, and Technical Studies</b>	7/1/2020	2/28/2028

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## Exhibit D

### STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a) Separate Accounting of Funding Disbursements and Interest Records: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - b) Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
  - c) Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the California Water Commission color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the California Water Commission." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3) AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.4) AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. Code 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 14 (Default Provisions) or take any other action it deems necessary to protect its interests.
- Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final

disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Water Code section 79708(b))

- D.6) BUDGET CONTINGENCY: If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient.
- D.7) CALIFORNIA ENVIRONMENTAL QUALITY ACT: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing. Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- If the Funding Recipient does not have a written policy to award contracts through competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at the following link:
- <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11) COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include but are not limited to Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act (Government Code section 87100 et seq.).
  - d) Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14) DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) Funding Recipient's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i) Will receive a copy of Funding Recipient's drug-free policy statement, and
  - ii) Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16) GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.17) INCOME RESTRICTIONS: The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.18) INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.19) INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.21) INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22) LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <https://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.23) MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A (Work Plan) which concern the budget (Exhibit B) and schedule (Exhibit C) without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding

Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.24) NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990) and the applicable regulations promulgated there under (California Code of Regulations, title 2 section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.25) OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26) PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.28) PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Term of this Agreement.
- D.29) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.30) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs. Withheld funds may be released upon either completion of milestones or deliverables identified in Exhibit A (Work Plan) or when the Project is completed, and the Final Report is approved by the State. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.31) RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records

Act (Government Code section 6250 et seq.). Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.32) SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.33) SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:
- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.34) SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.35) TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.36) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 14 (Default Provisions), the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14 (Default Provisions).
- D.37) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 calendar days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.38) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.39) TIMELINESS: Time is of the essence in this Funding Agreement.
- D.40) UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of California Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - c) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

- D.41) VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in

the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

- D.42) WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROUNDWATER  
BANKING JOINT POWERS AUTHORITY**

**RESOLUTION NO. 2026-01**

**WHEREAS**, GROUNDWATER BANKING JOINT POWERS AUTHORITY (“Authority”) is an authority per the Joint Exercise of Powers Act of 1980 (Division 7, commencing with §6500 of the California Government Code); and

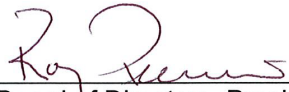
**WHEREAS**, it is resolved by the Board of Directors of the Groundwater Banking Joint Powers Authority, that the Groundwater Banking Joint Powers Authority is authorized to enter into an agreement to receive funding for the Kern Fan Groundwater Storage Project through the 2017 Water Storage Investment Program funding pursuant to Title 23, Division 7, Chapter 1 of the California Code of Regulations; and

**NOW, THEREFORE, BE IT RESOLVED** that the General Manager of the Groundwater Banking Joint Powers Authority, or designee, is hereby authorized to execute a funding agreement and any amendments thereto, and sign invoices with the California Water Commission.

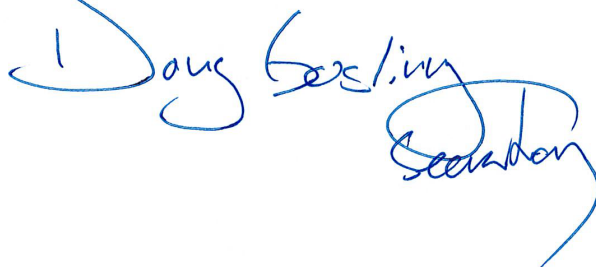
**DULY PASSED AND ADOPTED** by the Board of Directors of the Groundwater Banking Joint Powers Authority, 2/2/2026, by the following roll call vote:

AYES: Directors Pierucci, Selvidge, Swan and Feron S  
NOES: NONE  
ABSENT: NONE  
ABSTAINED: NONE

GROUNDWATER BANKING JOINT POWERS AUTHORITY

  
\_\_\_\_\_  
Board of Directors, President

Attest:

  
Secretary

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## **Exhibit F**

### **REPORT FORMATS AND REQUIREMENTS**

Use the following formats when preparing progress and project completion reports. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent complete
- Discussion of work accomplished during the reporting period
- Milestones or deliverables completed/submitted during the reporting period
- Meetings held or attended
- Scheduling concerns and issues encountered that may delay completion of the task
- Work anticipated for the next reporting period
- Estimated reimbursable costs for the next reporting period

#### **PROJECT COMPLETION REPORT**

Provide a report summarizing the following:

- Summary of deliverables as identified in scope of work
- Summary of expenditures
- Permits obtained and date of approval

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## Exhibit G

### STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Non-Program Cost Share and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

#### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

#### State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, other funds, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

#### Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

#### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

#### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Program or loans.
4. Bank statements showing the deposit of the receipts.

#### Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

#### Administration Costs:

1. Supporting documents showing the calculation of administration costs.

#### Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

#### Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

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### Special Activities Agreements

#### DISCUSSION:

The Groundwater Banking Joint Powers Authority (GBJPA) was formed by IRWD and Rosedale-Rio Bravo Water Storage District to develop, construct, and operate the Kern Fan Project. The agreement that formed the GBJPA provides for implementation of Special Activities Agreements for components of the Kern Fan Project that are not shared on a 50-50 basis. Draft Special Activities Agreements have been prepared for the South Enns and Rosedale 1 Channel Improvement components of the Kern Fan Project. Provided below are overviews of the two Special Activities Agreement and the draft terms. Staff recommends that the Board authorize the General Manager to execute the Special Activities Agreements, based on the terms presented, subject to non-substantive changes.

#### South Enns Special Activities Agreement:

The GBJPA is planning to acquire an additional 242 acres of property, which is referred to as the South Enns property, that would be developed and incorporated into the Kern Fan Project. IRWD will fund 100% of all costs associated with the proposed property acquisition, construction of water banking facilities at the site, and the lease of 25,000 AF of storage from Rosedale, with the right to lease an additional 25,000 AF of storage in the future as the Kern Fan Project is further developed. Terms of the agreement, included as Exhibit "A" are as follows:

- IRWD will fund 100% of the purchase, development, and operation of the South Enns Property through the GBJPA;
- The GBJPA will design, construct, and operate the facilities;
- IRWD will have exclusive use of property and associated recharge and recovery facilities;
- IRWD will receive a lease to 25,000 AF of storage capacity at a cost of \$2,400,000 or \$96 per acre-foot of storage to be used over the life of the Kern Fan Project or as long as IRWD has banking exchange partnerships with Rosedale, whichever is greater;
- IRWD would have the right to lease another 25,000 AF of storage in the future as the Kern Fan Project is further developed;

- Water Storage Investment Program (WSIP) grant funds and future grant funds from the Bureau of Reclamation's Small Storage Program would first be allocated to facilities shared on a 50-50 basis;
- IRWD would receive reimbursement for the South Enns component to the extent that there are funds remaining after GBJPA non-special activities agreement projects are fully funded;
- Should the GBJPA agreement be terminated, Rosedale would cooperate with IRWD to facilitate conveyance of the property and facilities to IRWD, and detach the property from Rosedale's service area;
- Execution of this agreement is contingent upon execution of the Special Activities Agreement for the Rosedale 1 Channel Improvements; and
- All other terms of the GBJPA would apply, unless specifically modified by the Special Activities Agreement

Rosedale 1 Channel Improvements Special Activities Agreement:

To facilitate recharge and recovery operations at the South Enns Property and at existing and future properties operated in conjunction with the Kern Fan Project, improvements are necessary to the existing Rosedale 1 Channel owned by Rosedale. The GBJPA was previously awarded Small Storage Program grant funding from the Bureau of Reclamation that includes funding for improvements to the Rosedale 1 Channel. Terms of the agreement, included as Exhibit "B" are as follows:

- The GBJPA would be the contracting entity for the development of the Rosedale 1 Channel improvements;
- Rosedale would maintain exclusive interest and ownership of the Rosedale 1 Channel;
- Rosedale would lease approximately 19% of the capacity in the Rosedale 1 Channel (estimated at 55 cfs for forward flow capacity and 27 cfs for reverse flow) to IRWD at a cost of \$2.0 million;
- Small Storage Program grant proceeds approved to date would be used to reimburse any qualifying Rosedale costs;
- WSIP grant funds and future grant funds from the Small Storage Program would first be allocated to facilities shared on a 50-50 basis; and
- Rosedale would receive reimbursement for the Rosedale 1 Channel improvements to the extent that there are funds remaining after GBJPA non-special activities agreement projects are fully funded.

RECOMMENDATION:

That the Board authorize the General Manager to execute the Special Activities Agreements, based on the terms presented, subject to non-substantive changes.

LIST OF EXHIBITS:

Exhibit "A" – Draft Special Activities Agreement – South Enns

Exhibit "B" – Draft Special Activities Agreement – Rosedale 1 Channel

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**DRAFT**

SPECIAL ACTIVITIES AGREEMENT (South Enns)  
BETWEEN  
IRVINE RANCH WATER DISTRICT AND  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT RELATED TO THE  
GROUNDWATER BANKING JOINT POWERS AUTHORITY

This SPECIAL ACTIVITIES AGREEMENT (this "Agreement") is made and entered into \_\_\_\_\_ 2026 ("Effective Date"), by and between the entities executing this Agreement below, which are the members of the GROUNDWATER BANKING JOINT POWERS AUTHORITY ("Authority" or "GBJPA"), a California joint powers authority organized under Article 1, Chapter 5, Division 7, Title 1 of the California Government Code. The executing parties are sometimes referred to herein collectively as "Parties" or individually as a "Party."

**RECITALS**

A. WHEREAS, Rosedale-Rio Brave Water Storage District ("RRB") is a public agency organized in accordance with the California Water Storage District Law (Division 14, commencing with § 39000 of the California Water Code) for the purpose of acquiring, storing, distributing, and replenishing water supplies within its boundaries in Kern County, California.

B. WHEREAS, Irvine Ranch Water District ("IRWD") is a public agency organized in accordance with the California Water District Law (Division 13, commencing with § 34000 of the California Water Code) to provide water services and certain other services. IRWD's powers and purposes include the acquisition within or outside the district in the State of all necessary property, water, and water rights for the production, storage, transmission, and distribution of water for irrigation, domestic, industrial, and municipal purposes and to provide and sell such water at wholesale and retail to customers within its boundaries in Orange County, California.

C. WHEREAS, both RRB and IRWD entered the *Joint Powers Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District Creating the Groundwater Banking Joint Powers Authority to Develop and Administer a Kern Fan Groundwater Banking Project* ("GBJPA Agreement") on July 1, 2020, to establish a joint powers authority to pursue and develop the Kern Fan Groundwater Storage Project ("Kern Fan Project" or "Project").

D. WHEREAS, through the Project, the Parties seek to develop a regional water bank in the Kern County Groundwater Subbasin of the San Joaquin Valley Groundwater Basin in Kern County, which would recharge and store water during periods when surface water is abundant for later recovery and use.

E. WHEREAS, Section 3(D) of the GBJPA Agreement and Section 11 of the GBJPA Bylaws authorize either RRB or IRWD to enter into Special Activities Agreements with the GBJPA providing for their respective participation in or to add a component of the Project.

F. WHEREAS, the Parties formed the Authority to achieve the above-described objectives of the Project, and this Agreement will define the scope of the cost sharing between the Parties with respect to the specific Project component described herein.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

## **AGREEMENT**

### **1. Purpose: Real Property Acquisition and Development for Groundwater Banking**

The GBJPA Agreement and the Bylaws adopted pursuant thereto set forth an equal funding principle for the acquisition of Project facilities. The only exception to the general principle of 50-50 cost-share may arise from the GBJPA Board of Directors' approving one or more Special Activities Agreements that provide for RRB or IRWD to participate in or to add a component of the Kern Fan Project. Any Special Activities Agreement deviating from the 50-50 cost-share principle shall specify how costs associated with the special activities deviate from the 50-50 cost-share principle, including but not limited to any one-time costs and any ongoing costs.

It is the purpose of this Agreement to specify a component of the Project for which the Parties agree to deviate from the 50-50 cost-share principle. More specifically, IRWD desires that the GBJPA acquire and develop real property consisting of 242 acres, more or less, generally identified as APNs 104-280-18 and 104-291-06 (the "South Enns Project"), situated in the County of Kern, State of California, which property is described in Exhibit A attached hereto, and that IRWD fund 100% of the costs associated with the South Enns Project, subject to RRB's rights specified herein.

The execution of this Agreement shall be contingent upon the execution of a Special Activities Agreement among the Parties for the RRB 1 Channel Improvement Project providing IRWD lease access to flow capacity in the RRB 1 Channel.

### **2. Member Funding – 100% IRWD**

The GBJPA shall be the contracting entity for the acquisition and development activities for the South Enns Project. IRWD shall be responsible to the GBJPA for 100% of all costs related to the acquisition and development of the South Enns Project including a 2% overhead cost. Such costs shall include, but are not limited to, the purchase price, any and all closing costs, property taxes, surveys, study's and all design, construction and materials costs. The GBJPA will keep timely and accurate records for all aspects of developing the South Enns Project and will invoice IRWD for its share of the costs as needed. IRWD shall submit payments for acquisition, construction and development costs directly to the Treasurer of the GBJPA.

Pursuant to Article 3(L), Project Operations, of the GBJPA Agreement, RRB shall be the operating entity of all facilities associated with the GBJPA, which shall include the South Enns Project. IRWD shall be responsible for reimbursing 100% of all variable and fixed operations, maintenance, energy and replacement ("OME&R") costs associated with the South Enns Project,

including a 2% overhead cost, unless modified by a separate agreement pursuant to Section 4. IRWD shall submit payments for OME&R costs directly to the Treasurer of the GBJPA.

Additional insurance, audit and/or legal counsel costs, and any other costs attributable to the South Enns Project shall be paid 100% by IRWD directly to the Treasurer of the GBJPA upon invoice or request of the GBJPA.

### **3. Exclusive Use of Facilities**

In recognition of IRWD acquiring land within the RRB district boundary, RRB will grant IRWD a right to exclusive use of the South Enns Project, with leased access to use of 25,000 AF of storage capacity for the life of Kern Fan Project or IRWD's partnership in banking and exchange programs with Rosedale, whichever is greater, for a one-time payment of \$2,400,000, or approximately \$96 per AF of storage. IRWD would have the right to lease another 25,000 AF of storage in the future, at the same price, as the Kern Fan Project benefit, exchange, and funding agreements with the State of California are approved and the Project is proceeding with development. IRWD shall have exclusive use of the South Enns Project with the understanding that second priority use and/or access to the South Enns Project will be governed by a future agreement amongst the Parties.

### **4. Grant Funding**

Consistent with Section 3(J) of the GBJPA Agreement, RRB and IRWD agree that any grant funding secured by the GBJPA, IRWD or Rosedale for the Kern Fan Project will first be allocated to Kern Fan Project components whose capacity of the Project that are is shared on a 50-50 basis between RRB and IRWD.

Should grant funds, such as the Water Storage Investment Project, come available and the expenditures qualify under the grants' terms and conditions, IRWD shall receive additional reimbursement for the South Enns Project to the extent that there are funds remaining after GBJPA non-special activities agreement projects are fully funded. Likewise, should RRB also have qualifying special activity agreement project costs, the grant funds will be split 50/50 until such time that grant funds are fully expended in the same manner as IRWD.

### **5. Dispute Resolution**

If any dispute arises over the performance and execution of this Agreement, RRB and IRWD agree to attempt in good faith to informally resolve the dispute at the staff level, and if unable to resolve the dispute at the staff level, to elevate the matter to the GBJPA Board of Directors for a decision. In the event the Board of Directors is unable to make a unanimous decision on any dispute, the Parties agree to resolve such dispute per section 23 of the GBJPA Agreement and any other necessary obligations imposed by the GBJPA Agreement.

### **6. Binding on Parties and Successors**

The undersigned represent that they are authorized to execute this Agreement. This Agreement shall be binding upon all successors, assignees and/or other personal representatives of the Parties.

## **7. Relationship of Parties**

The Parties to this Agreement act in an independent capacity in the performance of their respective duties, and no Party is to be considered the officer, agent, or employee of any other Party.

## **8. Termination**

Should both Parties mutually agree, this Agreement may terminate subject to all the terms and conditions set forth in the GBJPA Agreement and Authority Bylaws, which documents are incorporated by and through this reference.

Pursuant to the GBJPA Agreement and Authority Bylaws, RRB shall cooperate with IRWD to facilitate the GBJPA's conveyance to IRWD of ownership of the South Enns Project Component, shall enter into an agreement with IRWD to operate the South Enns Project Component for IRWD, and shall cooperate with IRWD to detach the South Enns Project Component from RRB's service area. All costs associated with the conveyance of ownership to IRWD shall be borne by IRWD and reimbursed to the GBJPA and RRB, as necessary.

## **7. Notices**

Written Notices to Parties hereunder shall be sufficient if delivered to the respective Party at the address or email address in standard use by the Parties.

## **8. Amendments**

This Agreement may be amended, or renewed, in writing at any time and from time to time by unanimous consent of all the Parties.

## **9. Complete Agreement**

The foregoing constitutes the full and complete Agreement of the Parties. There are no oral understandings or agreements concerning the subject matter of this Agreement not set forth in writing herein.

## **10. Severability**

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable Federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

## **11. Multiple Originals/Authority**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Each of the undersigned represent they have the authority to execute this document.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on date set forth below.

**IRVINE RANCH WATER DISTRICT**

**ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED:**

**GROUNDWATER BANKING JOINT POWERS AUTHORITY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**DRAFT**

SPECIAL ACTIVITIES AGREEMENT (RRB1 Channel)  
BETWEEN  
IRVINE RANCH WATER DISTRICT AND  
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT RELATED TO THE  
GROUNDWATER BANKING JOINT POWERS AUTHORITY

This SPECIAL ACTIVITIES AGREEMENT (this "Agreement") is made and entered into \_\_\_\_\_ 2026 ("Effective Date"), by and between the entities executing this Agreement below, which are the members of the GROUNDWATER BANKING JOINT POWERS AUTHORITY ("Authority" or "GBJPA"), a California joint powers authority organized under Article 1, Chapter 5, Division 7, Title 1 of the California Government Code. The executing parties are sometimes referred herein collectively as "Parties" or individually as a "Party."

**RECITALS**

A. WHEREAS, Rosedale-Rio Brave Water Storage District ("RRB") is a public agency organized in accordance with the California Water Storage District Law (Division 14, commencing with §39000 of the California Water Code) for the purpose of acquiring, storing, distributing, and replenishing water supplies within its boundaries in Kern County, California.

B. WHEREAS, Irvine Ranch Water District ("IRWD") is a public agency organized in accordance with the California Water District Law (Division 13, commencing with §34000 of the California Water Code) to provide water services and certain other services. IRWD's powers and purposes include the acquisition within or outside the district in the State of all necessary property, water, and water rights for the production, storage, transmission, and distribution of water for irrigation, domestic, industrial, and municipal purposes and to provide and sell such water at wholesale and retail to customers within its boundaries in Orange County, California.

C. WHEREAS, both RRB and IRWD entered the *Joint Powers Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District Creating the Groundwater Banking Joint Powers Authority to Develop and Administer a Kern Fan Groundwater Banking Project* ("GBJPA Agreement") on July 1, 2020 to establish a joint powers authority to pursue and develop the Kern Fan Groundwater Storage Project ("Project").

D. WHEREAS, through the Project, the Parties seek to develop a regional water bank in the Kern County Groundwater Subbasin of the San Joaquin Valley Groundwater Basin in Kern County, which would recharge and store water during periods when surface water is abundant for later recovery and use.

E. WHEREAS, Section 3(D) of the GBJPA Agreement and Section 11 of the GBJPA Bylaws authorize either RRB or IRWD to enter into Special Activities Agreements with the GBJPA providing for their respective participation in or to add a component of the Project.

F. WHEREAS, the Parties formed the Authority to achieve the above-described objectives of the Project, and this Agreement will define the scope of the cost sharing between the Parties with respect to the specific Project component described herein.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

## **AGREEMENT**

### **1. Purpose: Improvements to Rosedale-Rio Bravo Water Storage District Rosedale 1 Channel**

The GBJPA Agreement and the Bylaws adopted pursuant thereto set forth an equal funding principle for the acquisition of Project facilities. The only exception to the general principle of 50-50 cost-share may arise from the GBJPA Board of Directors' approving one or more Special Activities Agreements that provide for RRB or IRWD to participate in or to add a component of the Kern Fan Project. Any Special Activities Agreement deviating from the 50-50 cost-share principle shall specify how costs associated with the special activities deviate from the 50-50 cost-share principle, including but not limited to any one-time costs and any ongoing costs.

It is the purpose of this Agreement to specify a component of the Project for which the Parties agree to deviate from the 50-50 cost-share principle. More specifically, RRB desires to make improvements to the existing Rosedale-Rio Bravo Water Storage District Rosedale 1 Channel ("RRB 1 Channel Improvement Project") to facilitate conjunctive-use deliveries including Kern Fan Project recharge and recovery operations, which property is described in Exhibit A attached hereto, and that RRB will fund 100% of the costs associated with the RRB 1 Channel Improvement Project, subject to RRB's rights specified herein.

### **2. Member Funding – 100% RRB**

The GBJPA shall be the contracting entity for the improvement and development activities for the RRB 1 Channel Improvement Project. RRB shall be responsible to the GBJPA for 100% of all costs related to the acquisition and development of the RRB 1 Channel Improvement Project including a 2% overhead cost. Such costs shall include, but are not limited to, surveys, study's and all design, construction and materials costs. The GBJPA will keep timely and accurate records for all aspects of developing the RRB 1 Channel Improvement Project and will invoice RRB for its share of the costs as needed. RRB shall submit payments for acquisition, construction and development costs directly to the Treasurer of the GBJPA.

RRB shall retain operation of the RRB 1 Channel Improvement Project outside of the GBJPA and will solely bear all variable and fixed operations, maintenance, energy and replacement ("OME&R") costs associated with the RRB 1 Channel Improvement Project.

Additional insurance, audit and/or legal counsel costs, and any other costs attributable to the RRB 1 Channel Improvement Project shall be paid 100% by RRB directly to the Treasurer of the GBJPA upon invoice or request of the GBJPA.

### **3. Exclusive Use of Facilities**

RRB shall continue to have exclusive interest, ownership and use of the entirety of the RRB 1 Channel. IRWD will lease access to 19% of flow capacity of the full RRB 1 Channel (estimated at 55 cfs forward and 27 cfs reverse) for the life of the Kern Fan Project or IRWD's partnership in banking and exchange programs with Rosedale, whichever is greater. The lease consideration shall be \$2,000,000 paid by IRWD to RRB within 30 days of the execution of RRB 1 Improvement Project construction agreement. Reimbursement by IRWD to RRB for future OME&R considerations will be governed by a future operations agreement amongst the Parties or per RRB operational policies.

### **4. Grant Funding**

Consistent with Section 3(J) of the GBJPA Agreement, RRB and IRWD agree that any grant funding secured by the GBJPA, IRWD or Rosedale for the Kern Fan Project will first be allocated to Kern Fan Project components whose capacity of the Project that is shared on a 50-50 basis between RRB and IRWD. The RRB 1 Channel Improvement Project is within the project description of the previously awarded Small Storage Federal Grant and said grant proceeds shall be used to reimburse any qualifying RRB costs described above.

Should other grant funds, such as the WSIP, come available and the expenditures qualify under the grants' terms and conditions, RRB shall receive additional reimbursement for the RRB 1 Channel Improvement Project to the extent that there are funds remaining after GBJPA non-special activities agreement projects are fully funded. Likewise, should IRWD also have qualifying special activity agreement project costs the grant funds will be split 50/50 until such time that grant funds are fully expended in the same manner as RRB.

### **5. Dispute Resolution**

If any dispute arises over the performance and execution of this Agreement, RRB and IRWD agree to attempt in good faith to informally resolve the dispute at the staff level, and if unable to resolve the dispute at the staff level, to elevate the matter to the GBJPA Board of Directors for a decision. In the event the Board of Directors is unable to make a unanimous decision on any dispute, the Parties agree to resolve such dispute per Section 23 of the GBJPA Agreement and any other necessary obligations imposed by the GBJPA Agreement.

### **6. Binding on Parties and Successors**

The undersigned represent that they are authorized to execute this Agreement. This Agreement shall be binding upon all successors, assignees and/or other personal representatives of the Parties.

### **7. Relationship of Parties**

The Parties to this Agreement act in an independent capacity in the performance of their respective duties, and no Party is to be considered the officer, agent, or employee of any other Party.

**8. Termination**

Should both Parties mutually agree, this Agreement may terminate subject to all the terms and conditions set forth in the Groundwater Banking Joint Powers Authority Agreement and the Bylaws for the Authority, such documents are incorporated by and through this reference.

**7. Notices**

Written Notices to Parties hereunder shall be sufficient if delivered to the respective Party at the address or email address in standard use by the Parties.

**8. Amendments**

This Agreement may be amended, or renewed, in writing at any time and from time to time by unanimous consent of all the Parties.

**9. Complete Agreement**

The foregoing constitutes the full and complete Agreement of the Parties. There are no oral understandings or agreements concerning the subject matter of this Agreement not set forth in writing herein.

**10. Severability**

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable Federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

**11. Multiple Originals/Authority**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Each of the undersigned represent they have the authority to execute this document.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on date set forth below.

**IRVINE RANCH WATER DISTRICT**

**ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED:**

**GROUNDWATER BANKING JOINT POWERS AUTHORITY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE GOVT. CODE §27281

This is to certify that the interest in real property conveyed by the above grant deed to the GROUNDWATER BANKING JOINT POWERS AUTHORITY, a governmental agency is hereby accepted by the undersigned agent on behalf of the GROUNDWATER BANKING JOINT POWERS AUTHORITY, and the grantee consents to recordation thereof by its duly authorized agent.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Dan Bartel, General Manager

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROUNDWATER BANKING JOINT POWERS AUTHORITY**

**RESOLUTION NO. 2026-02**

**WHEREAS**, GROUNDWATER BANKING JOINT POWERS AUTHORITY (“Authority”) is an authority per the Joint Exercise of Powers Act of 1980 (Division 7, commencing with §6500 of the California Government Code); and

**WHEREAS**, it is resolved by the Board of Directors of the Groundwater Banking Joint Powers Authority, that the Groundwater Banking Joint Powers Authority is authorized to enter into agreements to purchase real property to carry out the purposes of the GBJPA and moreover should purchase certain real property commonly identified as Kern County Assessor Parcel Numbers 104-280-18 and 104-291-06; and

**NOW, THEREFORE, BE IT RESOLVED** that the General Manager of the Groundwater Banking Joint Powers Authority, or designee, is hereby authorized to execute the necessary paperwork to effectuate such purchase and cause all necessary steps to be completed on behalf of the GBJPA to carry out such purchase.

**DULY PASSED AND ADOPTED** by the Board of Directors of the Groundwater Banking Joint Powers Authority, April 27, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

GROUNDWATER BANKING JOINT POWERS AUTHORITY

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Board of Directors, President

Attest:

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**Lignum Support, LLC**

**PO Box 709 McFarland, CA 93250**

**661-800-8875 david@lignumsupport.com**



Lignum Support  
Managing Circular Environments

## **Almond Orchard Removal**

**Customer: Rosedale Rio Bravo Water District**

**Bakersfield, CA**

**Location:** ¾ Mile west of intersection of Hwy 43 and 58 Rosedale, CA.

**Job scope:** 249 acres of Almond orchard to remove; Lignum to dig and chip all trees, haul off chipped material.

- RRB to remove all irrigation hose, tree ropes & or tree cable and metal anchors, metal tree stakes, pressure treated wood, debris in field prior to handoff to contractor.
- RRB to cut trees next to power poles, well heads, main water lines, and contractor will process the trees but not dig the stumps if structures are at risk of damage.
- RRB approves Job scope, timing, and pricing
- RRB confirms property outlined by scope and identified on attached Map is theirs, and they have right to remove the trees
- Diesel fuel surcharge to apply, base price of \$5.25 for off road diesel. Every \$0.25 increase beyond the base price for offroad diesel cost shall impact the per acre cost by 4% during removal operations. **currently \$6.50/gal = +12%**

### **Cost:**

1. 77 acres dead almond orchard \$2,338 Per acre to dig, chip, haul off based on PW wage rates.
2. 172 acres Almond orchard \$2,788 per acre to dig, chip, haul off based on PW wage rates.

**\$659,562 + possible 12% = \$738,709**

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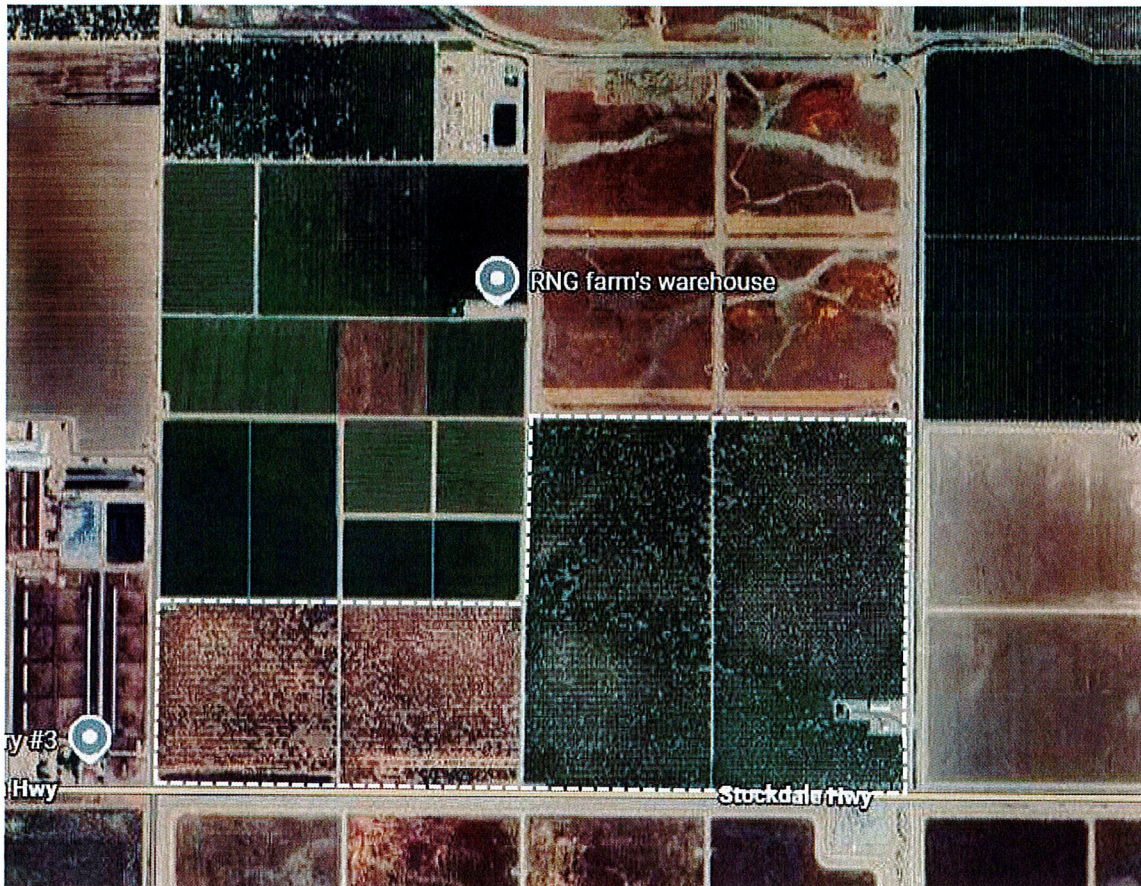
RRB signature

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date

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Rosedale orchard for removal



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4/10/26

**Rosedale-Rio Bravo Water Storage District**

**Proposal:** Removal  
**Location:** Stockdale Hwy, west of Enos Lane

235 acres

\$705,000

**Knocking Down and Gridding Trees:** \$1650.00 per acre  
**Hauling and dispose of wood:** \$1350.00 per acre  
**All @ Prevailing wage:** \$3000.00 per acre total

**Fuel surcharge for all fuel used and priced over \$3.00 per gallon.**  
**Transportation charge for equipment one way to field**

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**FIELD OWNERS / MANAGEMENT COMPANIES - ARE RESPONSIBLE FOR MAKING SURE ALL WATER PIPELINES ARE MARKED BEFORE BIG N DEEP INC. STARTS PROJECT. BIG N DEEP ASSUMES NO RESPONSIBILITY FOR UNKNOWN WATER PIPELINES NOT MARKED.**

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**Big N Deep Inc. is responsible for acquiring and complying with any USA dig tickets.**

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Sincerely,

Jeff Alexander

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# ESTIMATE

Wilson Ag  
Po Box 1300  
Shafter, CA 93263

office@shafterequipment.com  
+1 (661) 746-2623



Bill to  
Zack Smith

## Estimate details

Estimate no.: 1196  
Estimate date: 04/13/2026

#	Product/service	Description	Qty	Rate	Amount
1.	Almond Digging - Medium	Digging Almond Trees with Medium Root Removal	240.6	\$500.00	\$120,300.00
2.	Almond Grinding	Grinding Almond Trees	240.6	\$1,600.00	\$384,960.00
3.	Trucking	Removal of Material from Field - Estimate Only	481	\$430.00	\$206,830.00
4.	Move in Fee		1	\$2,000.00	\$2,000.00
				<b>Total</b>	<b>\$714,090.00</b>

## Note to customer

Scope of Work : Almond Orchard Removal  
Job consist of Excavate , Grind and Haul off Material  
Job is 240.6

Pricing based on \$430 per load based on a 10 hour shift  
If project conditions require material to be moved at an accelerated pace requiring a 12 hours shift the rate will adjust to \$540 per load

This is an ESTIMATE Only Price may differ due to conditions of the field or duration of job

Fuel Surcharges may apply. Will be assessed at completion of job

Accepted date

Accepted by



Po Box 1300, Shafter, CA, 93263

(661) 746-2623

michael@wilsonag.net

### Terms

- Quote valid for 30 days
- All Quotes must be approved below prior to start of work
- Landowner, Grower or Company Representative will be responsible to remove all irrigation hose, tree ropes, insert tags, metal and or pressure treated tree stakes, and other debris in field prior to handoff to Contractor.
- All irrigation parts and private lines will be mark prior to move in - if not marked Wilson Ag assumes no responsibility for damages
- Fuel Surcharges may apply
- Price subjected to change due to grower-related project delays or industry changes.
- Move in dates could be subject to change based off of weather or unforeseen circumstances
- Material is subject to drying period before grinding can occur, drying period is based off of weather
- Haul off will be based on availability.
- Expedited trucking available upon request.
- All material is property of Wilson Ag on move in.
- All individuals need written permission from Wilson Ag to firewood material.

	<p>Customer Signature :</p> <div data-bbox="928 1663 1347 1774" style="border: 1px solid black; padding: 5px; text-align: center;"><i>Signature</i></div> <div data-bbox="928 1774 1347 1816" style="border: 1px solid black; padding: 5px; text-align: center;">Signature Date</div> <p>Note: This proposal may be withdrawn if not accepted within 30 days.</p>
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