



**Board of Directors**

**Barry M. Jameson**  
President

**Scott D. Niblett**  
Vice President

**David A. Wells**  
**Gary J. Morris**  
**Bo J. Bravo**  
Directors

**Greg A. Hammett**  
General Manager

**Sanjay "Sunny" Kapoor**  
Director of Finance

**NOTICE OF THE  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
MARCH 26, 2024  
5:30 P.M.  
DISTRICT BOARD ROOM**

**AGENDA**

"Pursuant to Government Code section § 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the following location: West Kern Water District, 800 Kern Street, Taft, CA."

**Join Zoom Meeting**

<https://us06web.zoom.us/j/86760994086?pwd=DtcdukVnYMZS8S4sxPXRJKBIUFFEt.1>

Meeting ID: 867 6099 4086

Passcode: 888618

- I. CALL TO ORDER**
- II. FLAG SALUTE**
- III. ROLL CALL/DETERMINATION OF A QUORUM**
- IV. CONFLICT OF INTEREST STATEMENTS**
- V. PUBLIC COMMENT**

Public Comment to address any subject of District business which may not be on the Agenda. Comments may be limited to three (3) minutes per person.

**VI. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF AGENDA**

*The agenda is to be approved as presented, subject to review by the Board. The Board may change the order in which agenda items are discussed to accommodate scheduling or other needs of the Board, the public or meeting participants. Members of the public are encouraged to arrive at the commencement of the meeting to ensure that they are present for Board discussion of all items in which they are interested. The Board may add items to the agenda only as provided by Government Code section 54954.2.*

**VII. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF MINUTES**

- A. February 27, 2024 Regular Board Meeting**

**VIII. CONSENT AGENDA**

*Items listed on the Consent Agenda are routine and non-controversial by staff and will be approved by one motion if no member of the Board or public wishes to comment or ask questions. If a comment or discussion is desired by anyone, the item will be removed from the Consent Agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Board concerning the item before action is taken.*

- i. Discussion and Appropriate Action Regarding:  
District’s Training Report
- ii. Discussion and Appropriate Action Regarding:  
Operations Department Review
- iii. Discussion and Appropriate Action Regarding:  
Cash Flow for February, 2024
- iv. Discussion and Appropriate Action Regarding:  
Capital Improvement Budget Comparison and Equipment Procurement
- v. Discussion and Appropriate Action Regarding:  
Safety Meeting and Projects Report
- vi. Discussion and Appropriate Action Regarding:  
Position Vacancies - Status Report

**IX. DISCUSSION & APPROVAL OF ITEMS PULLED FROM CONSENT AGENDA**

**X. COMMITTEE REPORTS**

**A. *WATER RESOURCES COMMITTEE*.....03/19/24  
(Wells, Bravo)**

- 1. Discussion and Appropriate Action Regarding:  
Water Supply Report
- 2. Discussion and Appropriate Action Regarding:  
General Manager Report
- 3. Discussion and Appropriate Action Regarding:  
State Water Board Order DW 2024-002DDW-Monitoring of Per-and  
Polyfluoroalkyl (PFAS serving Disadvantaged Communities
- 4. Discussion and Appropriate Action Regarding:  
Friant Kern Canal - Subsidence Study and Related Modeling

**B. *ADMINISTRATION COMMITTEE*.....03/18/24  
(Jameson, Bravo)**

No items to discuss.

C. **FACILITIES DEVELOPMENT COMMITTEE**.....03/20/24  
(Jameson, Niblett)

1. Discussion and Appropriate Action Regarding:  
Solar Site Module Replacement at 6-02, 7-01R, 7-02 & NW3  
Job #24-4201

D. **FINANCE COMMITTEE**.....03/19/24  
(Morris, Niblett)

1. Discussion and Appropriate Action Regarding:  
Accounts Payable for March, 2024

E. **PERSONNEL COMMITTEE**.....03/18/24  
(Wells, Morris)

1. Discussion and Appropriate Action Regarding:  
District Contraband Control Policy Revisions  
Required by Changes in California Law

**XI. INFORMATION ITEMS**

No items to discuss.

**XII. ISSUES OF CONCERN**

- A. APRIL 2024 MEETING CALENDAR  
*Review meeting calendar*
- B. POTENTIAL ISSUES TO BE ADDRESSED AT NEXT BOARD MEETING  
*Determination of potential topics to be addressed at next meeting*
- C. BOARD OF DIRECTOR ANNOUNCEMENTS OR REPORTS  
*Directors may report on their activities during the month*
- D. GENERAL MANAGER'S REPORT  
*General Manager may give a report on current issues*
- E. MANAGEMENT STAFF REPORT  
*Oral Presentation may be made*
- F. KERN GROUND WATER AUTHORITY ISSUES  
*General Manager will report on current issues*
- G. ATTORNEY REPORT  
*Oral Presentation may be made*

**XIII. CLOSED SESSION**

1. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(1)  
Conference with Legal Counsel  
Existing Litigation: 3 Cases
  - A. *Rosedale-Rio Bravo WSD et al. v. KCWA et. al.*;  
Kern county Superior Court Case No. BCV-21-10418
  - B. *Kern Water Bank Authority vs. Kern Local Agency Formation  
Commission*  
Kern County Superior Court Case No. BCV-21-101310
  - C. *Kern Water Bank Authority, et al. v.  
Buena Vista Water Storage District, et al.*;  
Kern County Superior Court, Case No. BCV-22-101227-KCT
2. Discussion and Appropriate Action Regarding:  
Government Code, § 54957.6  
Conference with Labor Negotiator  
Agency Negotiator: Greg A. Hammett, General Manager  
Represented Position

#### XIV. ADJOURNMENT

**DRAFT**

WEST KERN WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR BOARD MEETING

Minutes – Board of Directors  
Tuesday, February 27, 2024

800 Kern Street  
Taft, California

*Directors Present: Barry M. Jameson  
Scott Niblett  
David A. Wells  
Gary J. Morris*

*Directors Absent: Bo Bravo*

*Ex-Officio Officer: Greg A. Hammett, General Manager/Secretary*

*District Counsel: Alex Dominguez*

*Recording Secretary: Deann Crabtree*

*Staff in Attendance: Adeana McDaniel-Furman, Tami Sivils, Troy Turley,  
Wendy Adams-Rosenberger Taylor Miller,  
Wayne White, John Stuntebeck, Zak Crabb, Mike Law*

**I. CALL TO ORDER**

**II. FLAG SALUTE**

**III. ROLL CALL/DETERMINATION OF A QUORUM**

President Barry M. Jameson called the meeting to order at 5:30 p.m. Administrative Assistant, Deann Crabtree called roll and noted that President Jameson, Vice President Scott Niblett, Director Wells and Director Morris were present. Director Bravo was absent.

**IV. CONFLICT OF INTEREST STATEMENTS**

No conflicts to report.

**V. PUBLIC COMMENT**

No comments to report.

**VI. APPROVAL OF THE AGENDA**

*Upon Motion by Director Wells, Seconded  
By Director Morris and Carried Unanimously  
With 4 Ayes, 0 Noes  
To approve the February 27, 2024  
Regular Board Meeting Agenda.*

**VII. DISCUSSION AND APPROPRIATE ACTION REGARDING:  
APPROVAL OF MINUTES**

A. January 23, 2024 Regular Board Meeting

*Upon Motion by Director Niblett, Seconded  
By Director Wells Carried Unanimously  
With 4 Ayes, 0 Noes  
To approve the Minutes of the  
January 23, 2024 Regular Board Meeting.*

**VIII. APPROVAL OF CONSENT AGENDA**

**IX. CONSENT AGENDA ITEMS**

**i. Discussion and Appropriate Action Regarding:  
Training Report**

**RECOMMENDATION: Information Only.**

**ii. Discussion and Appropriate Action Regarding:  
Underwater Inspection & Cleaning -  
Tanks #8, #11, #15, #18 and #13, Job 24-3501**

**RECOMMENDATION: Information Only.**

**iii. Discussion and Appropriate Action Regarding:  
Operations Department Review**

**RECOMMENDATION: Information Only.**

**iv. Discussion and Appropriate Action Regarding:  
Cash Flow for January, 2024**

**RECOMMENDATION: Information Only.**

**v. Discussion and Appropriate Action Regarding:  
Capital Improvement Budget Comparison and Equipment Procurement**

**RECOMMENDATION: Information Only.**

**vi. Discussion and Appropriate Action Regarding:  
Safety Meeting and Projects Report**

**RECOMMENDATION: Information Only.**

**vii. Discussion and Appropriate Action Regarding:  
Position Vacancies**

**RECOMMENDATION: Information Only.**

X. DISCUSSION & APPROVAL OF ITEMS PULLED FROM CONSENT AGENDA

President Barry M. Jameson noted no items were pulled for further discussion.

*Upon Motion by Director Wells, Seconded  
By Director Morris Carried Unanimously  
With 4 Ayes, 0 Noes  
To Approve Consent Items i-vii of the  
February 27, 2024 Board Agenda.*

XI. COMMITTEE REPORTS

A. WATER RESOURCES COMMITTEE  
(Wells, Bravo)

1. Discussion and Appropriate Action Regarding:  
Water Supply Report

Regulatory Administrator, Wendy Adams-Rosenberger, reviewed the current Water Supply Report with Directors and staff.

2. Discussion and Appropriate Action Regarding:  
General Manager Water Report

General Manager, Greg A. Hammett reviewed the Northern Sierra Precipitation report, state reservoir conditions, snowpack and various hydrology reports with the board, The General Manager also reported on the Delta Conveyance Project and SWP Operations.

3. Discussion and Appropriate Action Regarding:  
BV Replacement Water

Regulatory Administrator, Wendy Adams-Rosenberger, reported pursuant to the July 26, 2000, Amendment of the 1983 Agreement with Buena Vista Water Storage District (BVWSD), West Kern Water can elect to divert up to the first 6,500 af of the District's State Water Project (SWP) supply from the California Aqueduct for use by West Kern. If the District elects to purchase the replacement water, they must pay BVWSD the replacement fee which is calculated by dividing the District's total Kern County Water Agency (KCWA) (SWP) Table A entitlement billings and based on the California Department of Water Resources' (CDWR) April 1<sup>st</sup> SWP Table A allocation. Upon receipt of the replacement water fee, BVWSD will transfer 95% of 6500 af from their groundwater bank account to West Kern's groundwater bank account.

The Initial SWP allocation was 10% but on February 21, 2024, the CDWR announced an increase to 15%. The District must provide written notice to BVWSD as to its intention to either pay the replacement water fee or to deliver replacement water by March 1 of each year.

*Upon Motion by Director Niblett, Seconded  
By Director Wells and Carried Unanimously  
With 4 Ayes, 0 Noes  
Electing not to divert the district's 2024  
State Water Project supply from the California Aqueduct.*

4. **Discussion and Appropriate Action Regarding:  
Subbasin Data Management System Budget**

General Manager, Greg A. Hammett reported beginning in May 2021, GEI developed a Data Management System (DMS) specifically for the Kern Subbasin's SGMA monitoring and reporting. The database was proposed to be implemented through grant funding provided by Department of Water Resources (DWR). Kern Groundwater Authority (KGA) held the DMS contract with GEI, which authorized a maximum budget of \$500,000.00 that would be reimbursed through DWR's grant funds. Due to unforeseen complexity of the water transactions module, the labor effort to complete the module exceeded grant funds by \$143,955.00. As discussed with the Subbasin GSAs and responsible entities, GEI is willing to accept a negotiated payment amount which is 50 percent of the budget overrun. GEI's write-off of \$71,977.00 has been processed. All work has been completed, therefore, upon receipt of the final grant reimbursement and retention payments from KGA and the Subbasin balance is paid, Project 2101725 will be closed. This matter has been discussed with other GSA's in the subbasin and there is agreement to fund the overrun using contingency funds under the previously approved budget to prepare a revised GSP for the subbasin.

*Upon Motion by Director Wells, Seconded  
By Director Niblett and Carried Unanimously  
With 4 Ayes, 0 Noes  
To Authorize the General Manger to report to the Coordination  
Committee that West Kern agrees with the approach to fund the  
overrun using contingency funds under the previously approved  
budget to prepare a revised GSP for the subbasin.*

B. **ADMINISTRATION COMMITTEE**  
(Jameson, Bravo)

No items to discuss.

C. **FACILITIES COMMITTEE**  
(Jameson, Niblett)

1. **Discussion and Appropriate Action Regarding:  
Solar Site Module Replacement at 6-02, 7-01R, 7-02 & NW3 job #24-4201**

Operations and Engineering Administrator, Troy Turley reported Trina Solar has provided the district with 1,624 - 315W (511,560 KW) solar warranty modules, enough to replace our original design capacity at 7-01R. The final engineered design capacity calls for 1,632 - 315W modules totaling (514,080 KW) a difference of 8 - 315W modules or 2,520 W. District Staff are unable to obtain the additional modules from Trina Solar or the open market. The 7-01R solar site will need 8 additional 315W modules to complete the final design of the negative array and balance the input to the inverter. The contractor has an entire "string" of 12 - 315W modules that are new never installed in their warehouse inventory. District Staff is proposing to install the contractors 12 - 315W Trina Tall Max modules of like series, output, amps and dimensions at a cost of \$400.00 or \$33.33 ea., instead of continuing to spend time trying to acquire 8 - 315W Trina warranty modules to add to our existing 4 - 315W warranty modules. The 7-01R site is complete except for the 12 modules (1 String) on the negative array that is currently not connected at the combiner box. 7-01R was returned to service



excepting the one negative string. The negative string will be connected upon installation of the additional modules. Modules will be procured through a Purchase Order. On February 1st, the contractor mobilized at solar site 6-02, de energized the site, performed LOTTO, testing, then began removal of existing modules starting with the positive array first. On February 14th, District Staff received Pay Request #2 from PVCA covering all work from January 17th through February 16, 2024, in the total amount of \$136,005.50.

*Upon Motion by Director Niblett, Seconded  
By Director Morris and Carried Unanimously  
With 4 Ayes, 0 Noes  
To Approve PVCA Progress Pay Request #2 in the total amount of  
\$136,005.50 less 5% retention of \$6,800.27 for a total progress  
payment of \$129,205.23.*

2. Discussion and Appropriate Action Regarding:  
Well NW3 Repair, Job #24-6500

Production Administrator, John Stuntebeck gave a report on Well NW3. He noted the well is still down at this time. Bakersfield Well & Pump is conducting various tests to determine why the pump failed. The liner installed in Well NW3 is still under warranty by Bakersfield Well & Pump and district staff will continue to update the progress on repairs.

D. **FINANCE COMMITTEE**  
(Morris, Niblett)

1. Discussion and Appropriate Action Regarding:  
Accounts Payable for February 2024

Assistant to the Director of Finance, Adeana McDaniel-Furman presented the accounts payable report for February 2024.

*Upon Motion by Director Wells, Seconded.  
By Director Morris and Carried Unanimously  
With 4 Ayes, 0 Noes  
To Approve Expenditure for the February 2024  
Bills When Funds are Available.*

E. **PERSONNEL COMMITTEE**  
(Wells, Morris)

No items to discuss.

XII. INFORMATION ITEMS

No items to discuss.

XIII. ISSUES OF CONCERN

A. March 2024 Meeting Calendar

Directors approved the March Calendar.

**B. Potential Issues to be Addressed at Next Board Meeting**

No items to report.

**C. Board of Director Announcements or Reports**

No items to report.

**D. General Manager's Report**

No items to report.

**E. Management Staff Report**

No items to report.

**F. Kern Ground Water Authority Issues**

General Manager, Greg A. Hammett and Legal Counsel, Alex Dominguez gave a brief report on Kern Ground Water Authority issues and basin collaboration.

**G. Attorney Report**

No items to report.

**XIV. CLOSED SESSION**

1. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.9(d)(1)  
Conference with Legal Counsel  
Existing Litigation: 3 Cases

- A. Rosedale-Rio Bravo WSD et al. v. KCWA et. al.;  
Kern county Superior Court Case No. BCV-21-10418
- B. Kern Water Bank Authority vs. Kern Local Agency Formation  
Commission Kern County Superior Court Case No. BCV-21-101310
- C. Kern Water Bank Authority, et al. v.  
Buena Vista Water Storage District, et al.;  
Kern County Superior Court, Case No. BCV-22-101227-KCT

2. Discussion and Appropriate Action Regarding:  
Government Code, § 54956.8  
Conference with Real Property Negotiator  
Agency Negotiator: Greg A. Hammett, General Manager  
Negotiation Parties: West Kern Water District &  
State Water Project (SWP)  
Under Negotiation: SWP Facilities

3. Discussion and Appropriate Action Regarding:  
Government Code, § 54957.6  
Conference with Labor Negotiator  
Agency Negotiator: Greg A. Hammett, General Manager  
Employee Organization: UFCW 8 - Golden State

Directors moved into Closed Session at 6:18 p.m. The meeting was reconvened at 6:44 p.m.

President Jameson reported no reportable action was taken in Closed Session.

**XV. ADJOURNMENT**

The meeting adjourned at 6:44 p.m.

March 26, 2024

**Date Approved**

---

**Greg A. Hammett,  
Secretary of the Board of Directors of  
WEST KERN WATER DISTRICT**

dc

**WATER RESOURCES COMMITTEE SUMMARY REPORT**  
**For the**  
**Regular Board Meeting of March 26, 2024**

**MEMBERS:**

Bo Bravo - Zoom  
David Wells - Absent

**DATE OF MEETING:**

March 19, 2024

**STAFF ATTENDING:**

Greg Hammett	Wendy Adams-Rosenberger
John Stuntebeck	Wayne White
Troy Turley	Zak Crabb

**COMMITTEE ISSUES:**

1. Discussion and Appropriate Action Regarding:  
Water Supply Report
2. Discussion and Appropriate Action Regarding:  
General Manager Report
3. Discussion and Appropriate Action Regarding:  
State Water Board Order DW 2024-002-DDW- Monitoring of Per- and  
Polyfluoroalkyl (PFAS) serving Disadvantaged Communities
4. Discussion and Appropriate Action Regarding:  
Friant Kern Canal – Subsidence Study and Related Modeling

The Committee also reviewed the followed Closed Session Items pursuant to the following Government Code section:

1. Discussion and Appropriate Action Regarding:  
Government Code, §54956.8  
Conference with Real Property Negotiator  
Agency Negotiator: Greg A Hammett, General Manager  
Negotiation Parties: West Kern Water &  
State Water Project (SWP)  
Under Negotiation: SWP Facilities

**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**      **WATER RESOURCES COMMITTEE  
(Wells, Bravo)**

**AGENDA ITEM:**    **1.      Discussion and Appropriate Action Regarding:  
   Water Supply Reports**

**BACKGROUND INFORMATION:**  
Attached for Board review is data on the following:

- ♣ Monthly Consumption
- ♣ Generating Plants Use
- ♣ Groundwater Recharge & Recovery Program

**STAFF RECOMMENDATIONS:**

**JUSTIFICATION:**  
Update of District's water activities & supply.

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

_____	Recommend Board Approval
_____	NO (Rejected)
_____	Full Board to Review
_____ X _____	Under Review (No Action Required)

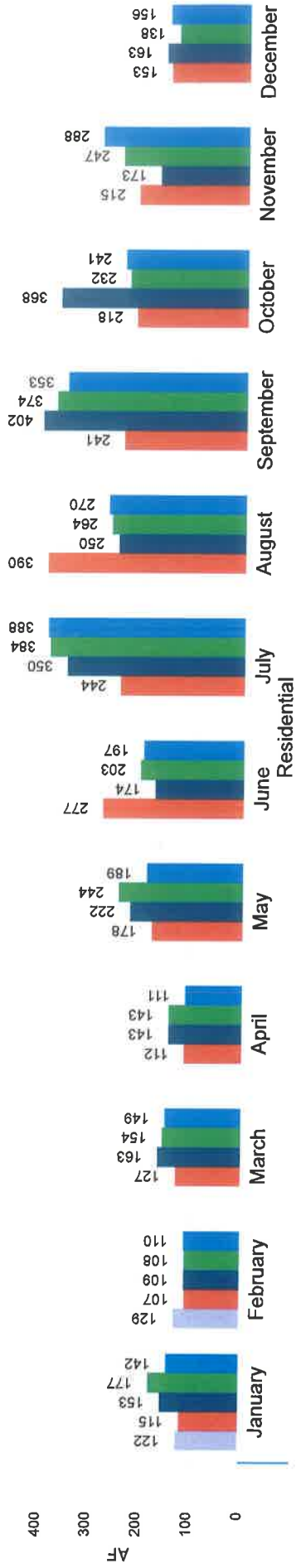
**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



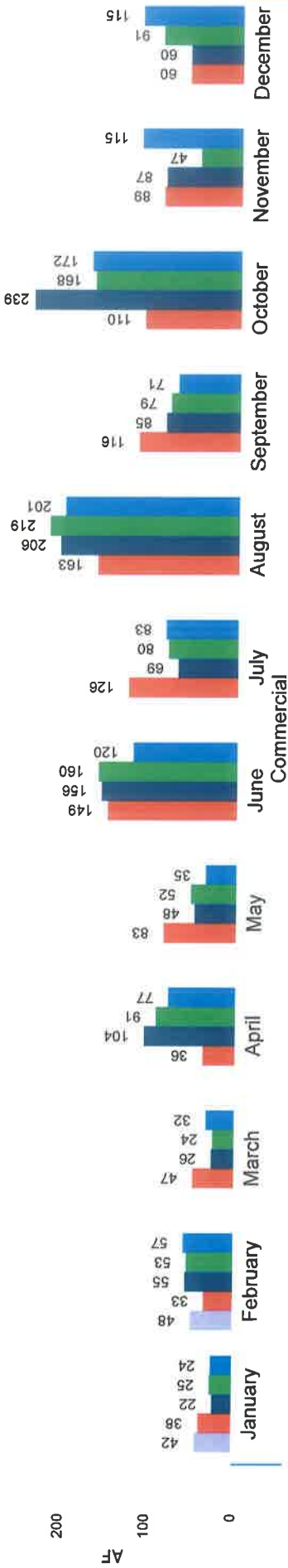
## 2020 - 2024 Monthly Comparison by Class in AF - Residential

Year # 2024 ● 2023 ● 2022 ● 2021 ● 2020



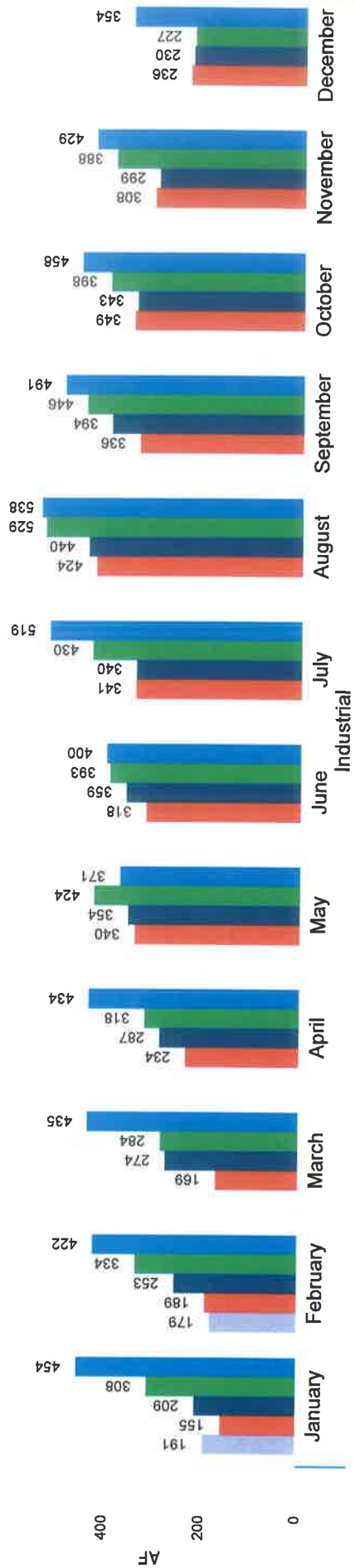
## 2020 - 2024 Monthly Comparison by Class in AF - Commercial

Year # 2024 ● 2023 ● 2022 ● 2021 ● 2020



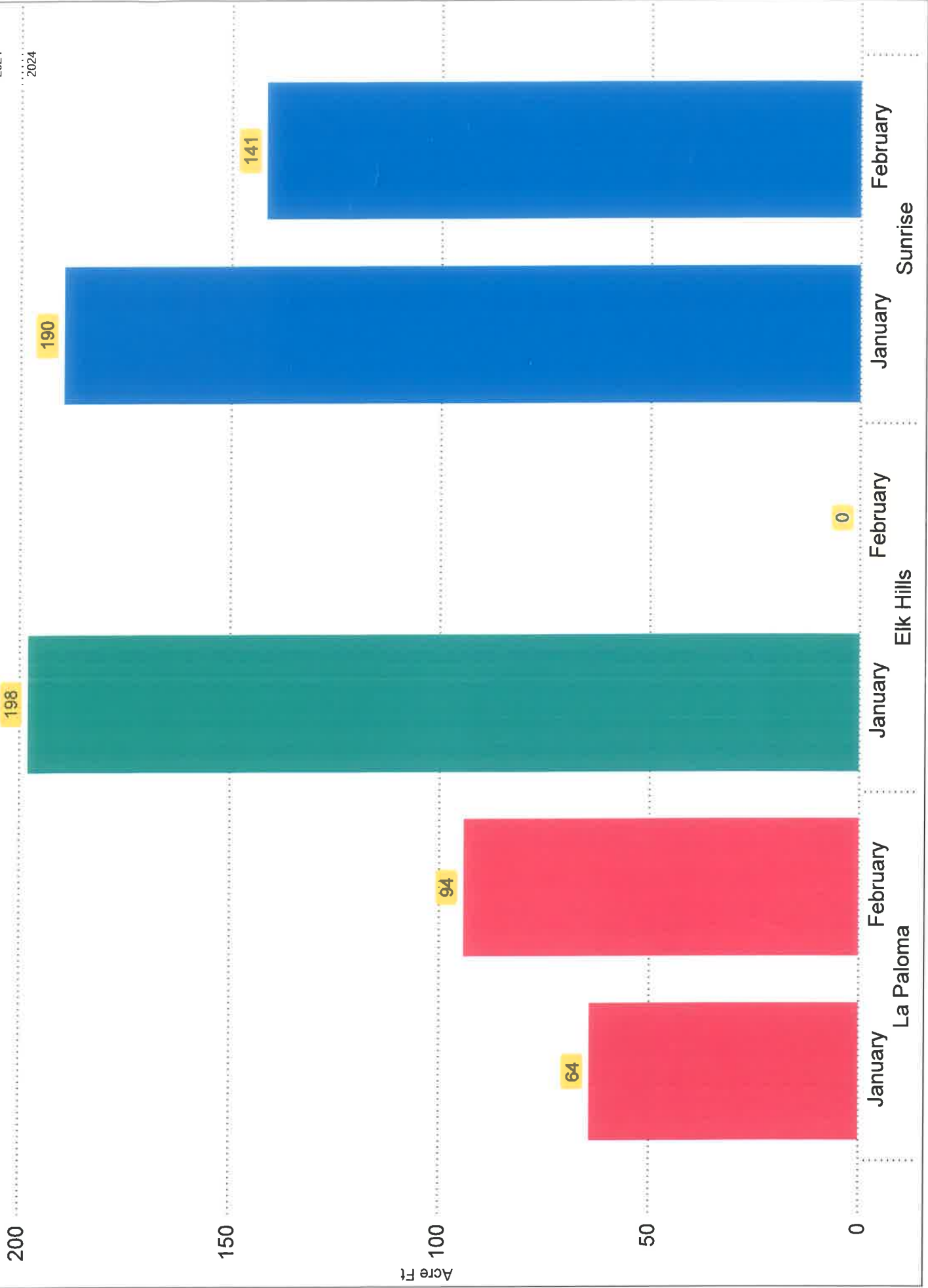
## 2020 - 2024 Monthly Comparison by Class in AF - Industrial

Year # 2024 ● 2023 ● 2022 ● 2021 ● 2020

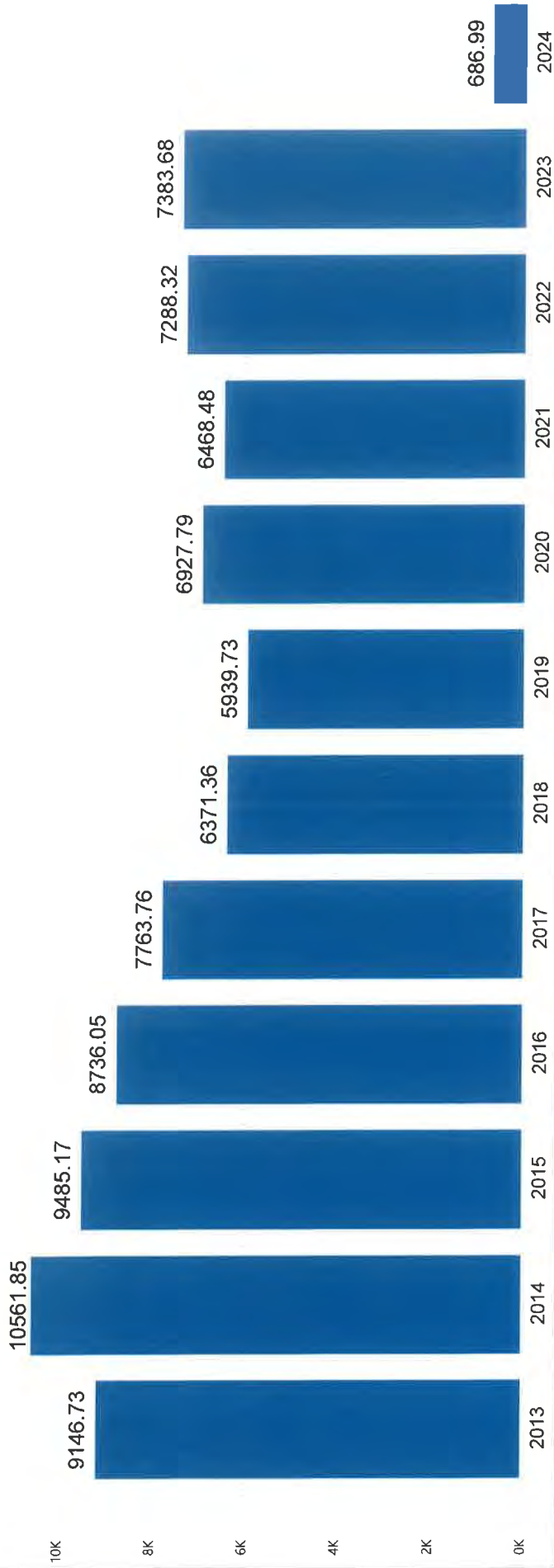


# 2024 Power Plant Monthly Usage

Year  
2024  
2024

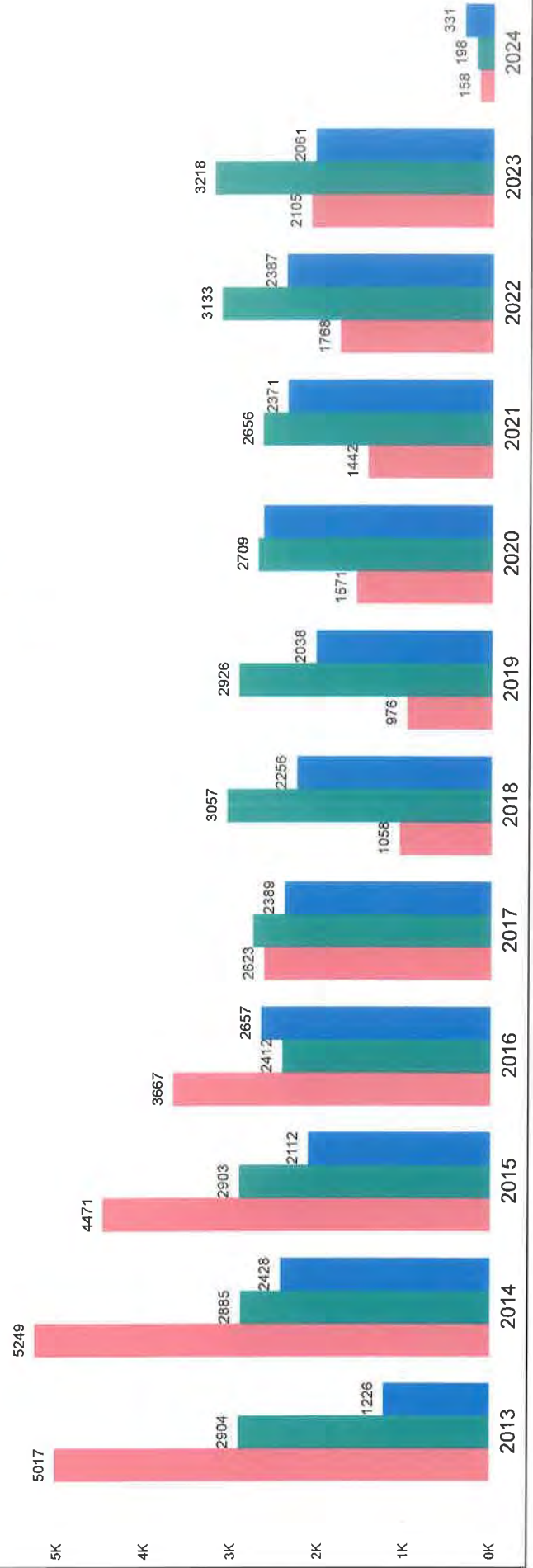


# Power Plant Usage



# Acre Ft by Year and Cogen

Cogen ● La Paloma ● Elk Hills ● Sunrise





**West Kern Water District Groundwater Recharge Program  
Accounting for 2024**

Original Contract Sunrise  
SWP Allocation 15% 3,750 975  
Carryover 6,588

3/14/2024

a	b C o m m e n t	c M o n t h l y A c t i v i t y	d e f g h i j k Surface Supplies						l m n o NRRP Recharge and Recovery				p q r s t SRRR Recharge and Recovery						
			SWP Supply Recharged	SWP Supply Recharged Net Losses	SWP Supply Delivered to Others	Aqueduct or CVC Delivery	BV Activity	Supplemental Purchases	La Paloma Delivery	SWP Account Balance	In System Recovery	Aqueduct or CVC Delivery	Net Recharge	NRRP Balance 1)	In System Recovery	Aqueduct or CVC Delivery	Net Recharge	SRRP Balance 1)	BV/WKWD PV Balance Loss not Incl
		Beginning/Carryover Balance							11,313				96,925				139,091	18,975	
1		North Production		(225)					11,313	(225)			96,700				139,091		
2		South Production		(633)					11,313				96,700	(633)			138,458		
3		La Paloma		(64)				(64)	11,249				96,700				138,458		
4		NRRP to Aqueduct/CVC							11,249				96,700				138,458		
5		SRRP to Aqueduct/CVC							11,249				96,700				138,458		
6		BV Recharge to NRRP (6% loss)							11,249				96,700				138,458		
7		BV Recharge to SRRP (5% loss)							11,249				96,700				138,458		
8		WK Recharge to SRRP (5% loss)	3	3,260					7,989				96,700			3097	141,555	18,975	
9		SRRP to Ponds - Maintenance		(2)					7,989				96,700	(2)	2		141,555		
10									7,989				96,700				141,555		
11		North Production		(163)					7,989	(163)			96,537				141,555		
12		South Production		(380)					7,989				96,537	(380)			141,175		
13		La Paloma		(94)				(94)	7,895				96,537				141,175		
14		NRRP to Aqueduct/CVC							7,895				96,537				141,175		
15		SRRP to Aqueduct/CVC							7,895				96,537				141,175		
16		BV Recharge to NRRP (6% loss)							7,895				96,537				141,175		
17		BV Recharge to SRRP							7,895				96,537				141,175		
18		SRRP to Ponds - Maintenance							7,895				96,537				141,175	18,975	
19									7,895				96,537				141,175		
127		2024 Totals							7,895				96,537				141,175	18,975	

NOTE: 9/8/23 Subject to revision. Waiting for KCWA Supply/Delivery Schedule and reconciliation with BV/KWB/ID4

Comments:

1 Includes 6% loss factor in calculation

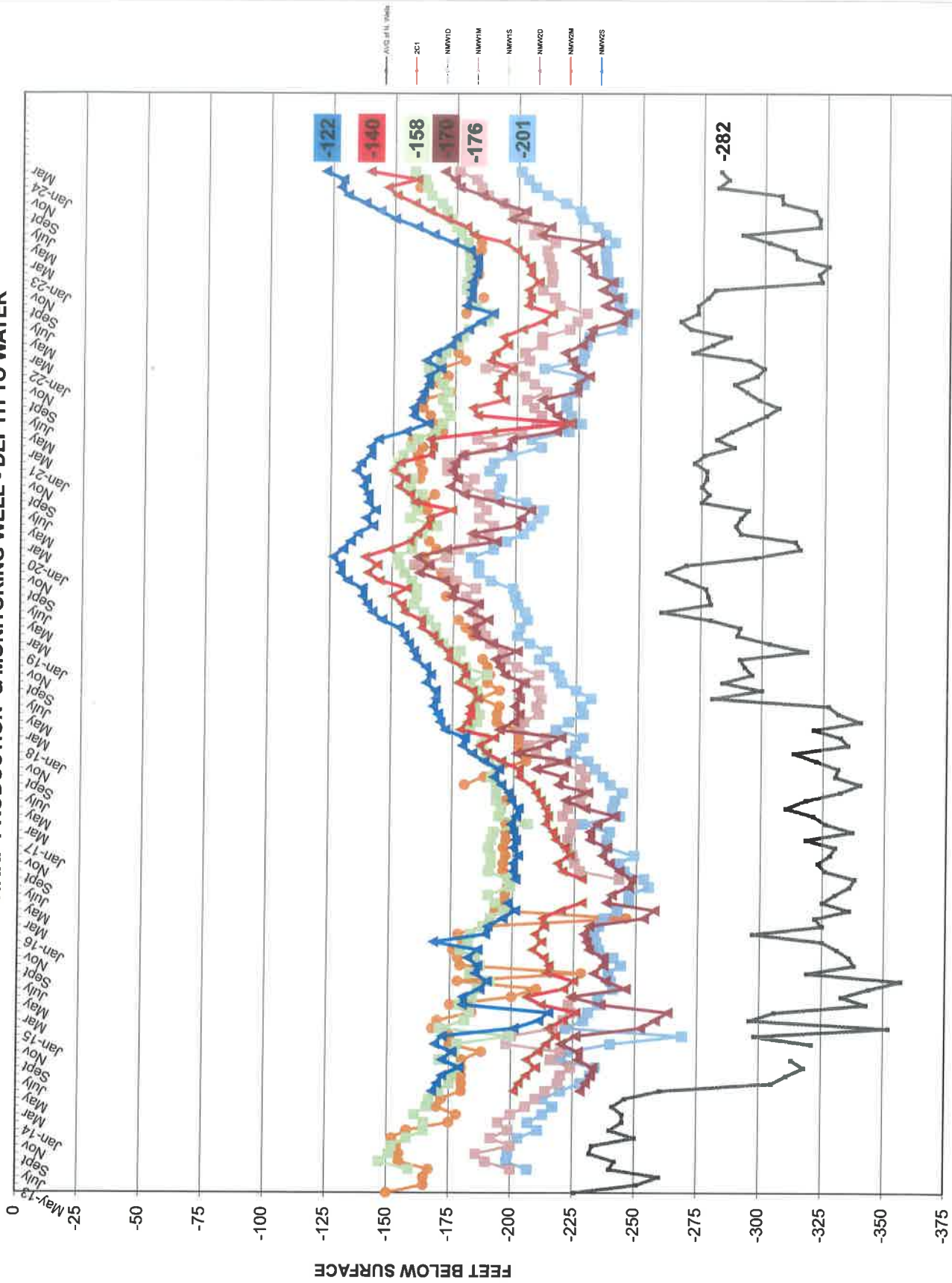
2 La Paloma delivery made from 2023 carryover

3 WK 2023 CO recharge delivery to S Ponds via KWB Canal

Total GW Storage Accounts

256,687

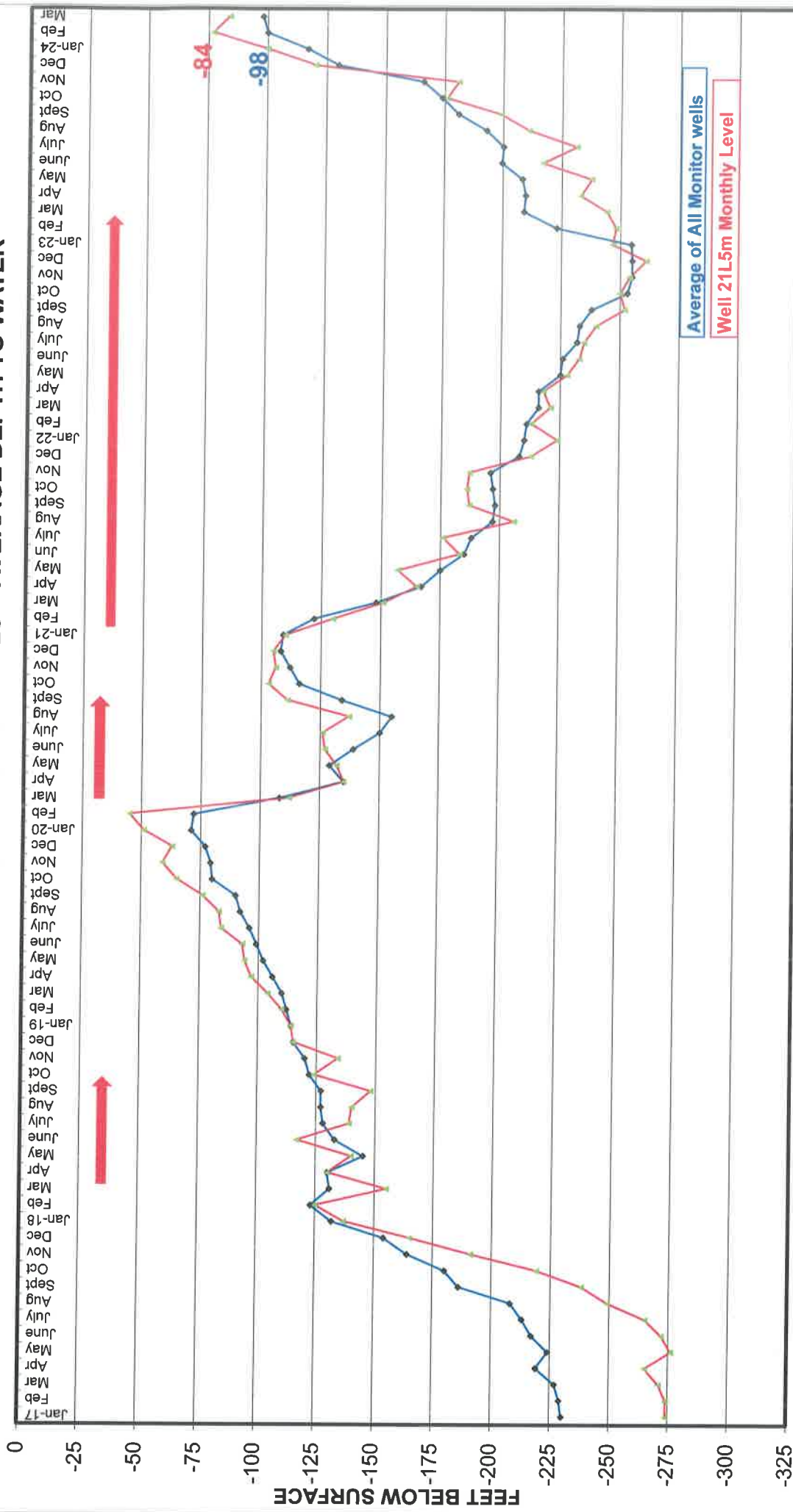
# NRRP PRODUCTION & MONITORING WELL - DEPTH TO WATER



KWB ceased recovery in this area on 8/31/20  
 KWB began recovery on 1/27/21 & ceased on 1/11/23.  
 KWB Began Recharge on 2/2/23 & ceased on 01/09/24.

**May 2013 to March 2024**

# WKWD SOUTH MONITORING WELLS - AVERAGE DEPTH TO WATER



Water Bank Pumping

## January 2017 Through March 2024

WKWD/KWBA LEVEL OF CONCERN

Water Level Status

KWB stopped pumping 5/2/16. Began recovery on 3/2/18, ceased 9/14/18.

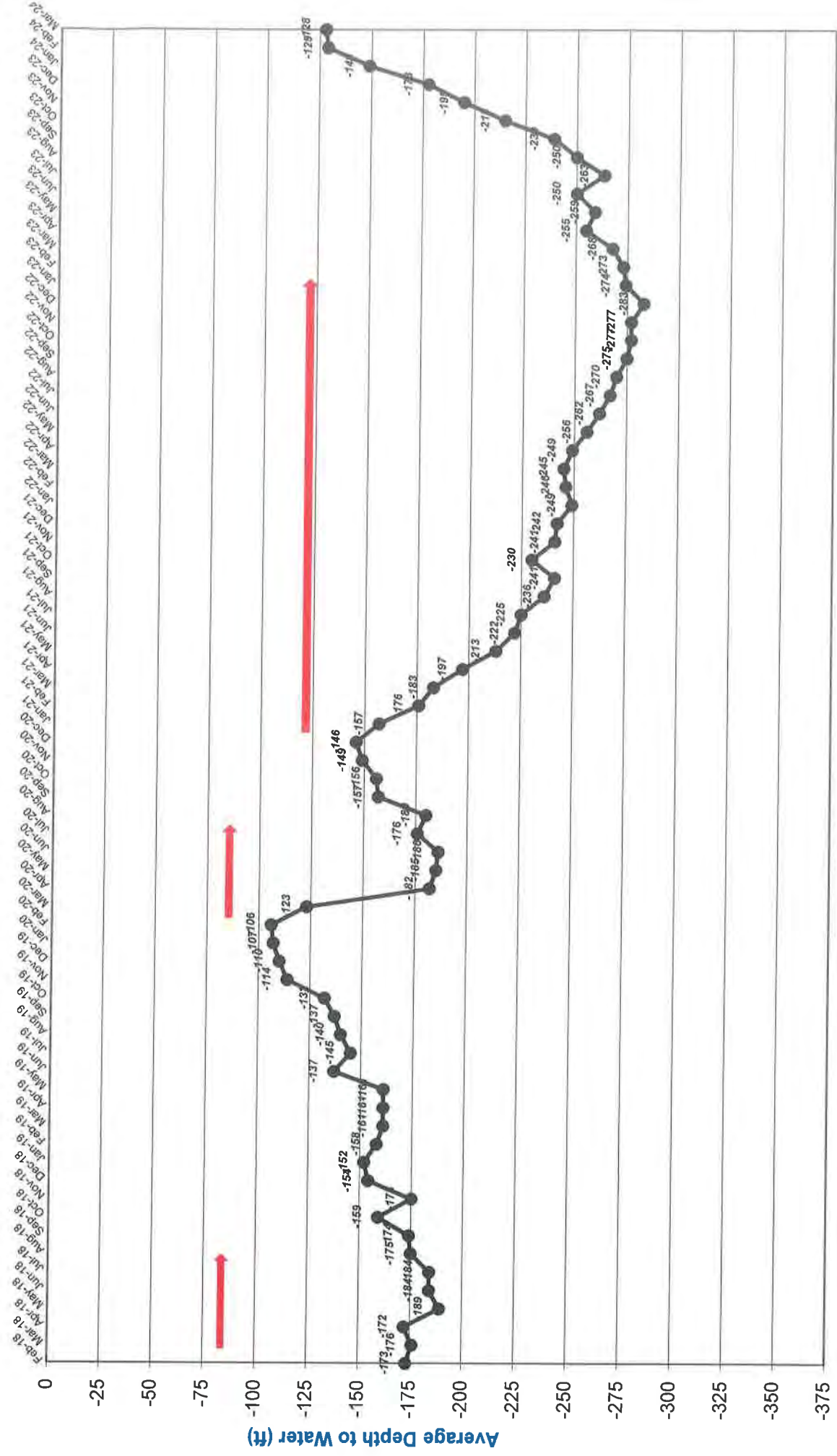
KWB began recovery 2/4/20, ceased recovery on 8/3/20

KWB began recovery 1/20/21, ceased recovery on 1/11/23.

KWB Began Recharge on 2/2/23, ceased recharge on 1/09/24.

Monitor Well 21L5 < 190 FT

# WKWD South Well Field Average Production Well Depth to Water Level Data 2018/2024



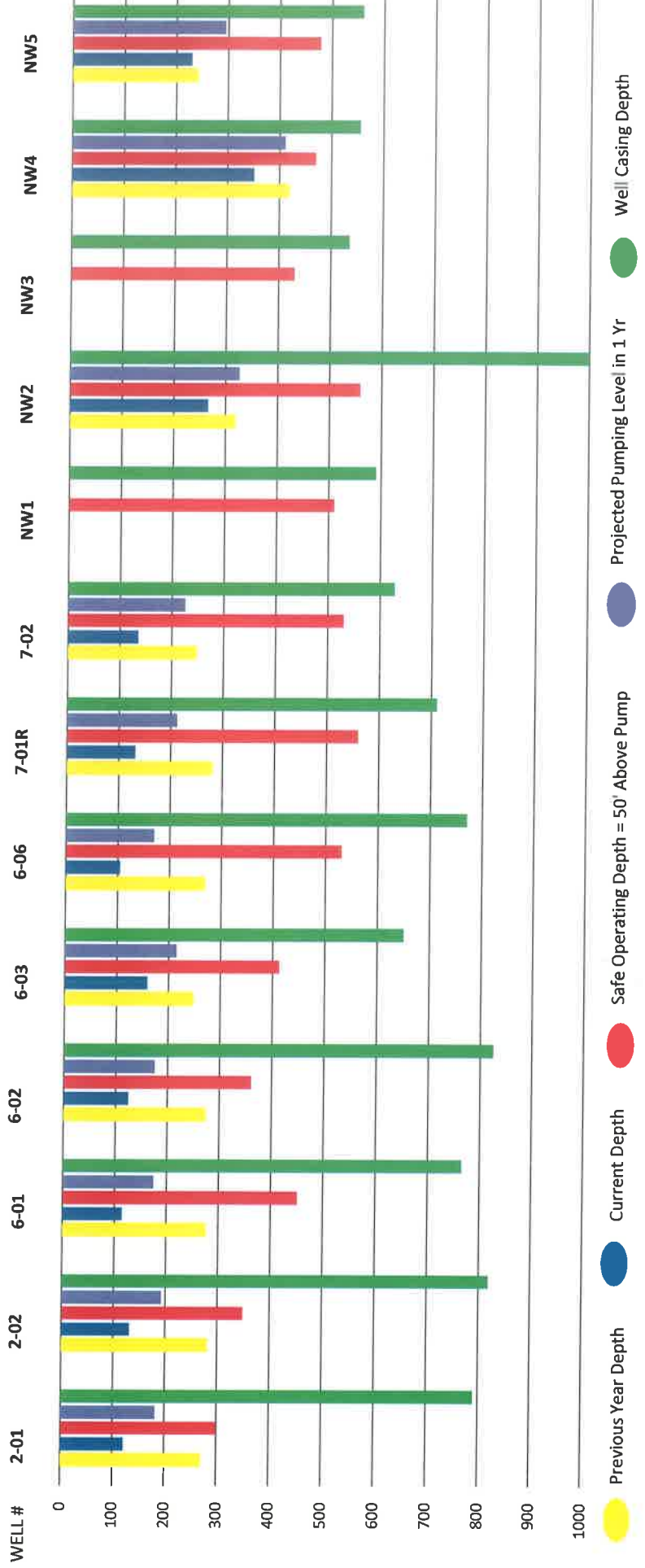
Water Bank Pumping ➔

- KWB began recovery 3/2/18 and ceased recovery 9/14/18
- KWB began recovery Feb 2020 and ceased recovery 8/3/20
- KWB began recovery 1/20/21 and ceased recovery 1/11/23.
- KWB began recharge on 2/2/23 and ceased recharge on 1/9/24

### WKWD Production Well Safe Operating Levels - March 2024

Well	Previous Year		Current		Safe Operating		Projected Water Level in 1 year	Well Casing Depths	Water Level Above Pump	Pump Status
	Water Level From Surface	Water Level From Surface	Water Level From Surface	Water Level From Surface	Range From Surface	Range From Surface				
2-01	269.2	121.30	350	181.3	300	181.3	790	228.7		
2-02	280.4	131.20	398	191.2	348	191.2	818	266.8		
6-01	275.3	114.10	500	174.1	450	174.1	765	385.9		
6-02	273.2	124.50	409	174.5	360	174.5	825	284.5		
6-03	247.9	159.30	462	214.3	412	214.3	650	302.7		
6-06	268.1	104.40	580	169.4	530	169.4	770	475.6		
7-01R	279.5	131.40	610	211.4	560	211.4	710	478.6		
7-02	247.7	134.80	580	224.8	530	224.8	628	445.2		
NW1	Well Down	Well Down	560	#VALUE!	510	#VALUE!	590	#VALUE!		
NW2	318	265.30	608.5	325.3	558.5	325.3	1000	343.2		
NW3	Well Down	Well Down	480	#VALUE!	430	#VALUE!	535	#VALUE!	Went down 1/3/24. Video 1/18	
NW4	418.2	350.80	520	410.8	470	410.8	555	169.2		
NW5	241.2	229.40	528	294.4	478	294.4	560	298.6		

### Production Well Safe Operating Range





**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **WATER RESOURCES COMMITTEE  
(Wells, Bravo)**

**AGENDA ITEM:**    **3.        Discussion and Appropriate Action regarding:  
State Water Board Order DW 2024-002-DDW – Monitoring of Per-  
and Polyfluoroalkyl (PFAS) serving disadvantaged communities**

**BACKGROUND INFORMATION:**

On March 4, 2024, Staff received a General Order (GO) letter requiring public water systems to monitor for Per-and Polyfluoroalkyl Substances (PFAS) at all wells serving disadvantaged communities due to increasing concerns about possible contamination of drinking water supplies. PFAS are synthetic, fluorinated chemicals with unique physical and chemical properties that have wide uses in various industries because of their thermal stability, friction reduction, and ability to repel water, oil, soil, and stains. Products containing PFAS have been used in aerospace, automotive, aviation, medical, electronic, and construction industries, as well as found in consumer products and firefighting applications. The main sources of PFAS to the aquatic environment include discharge from wastewater factories, and landfill leachate. To identify and characterize the PFAS composition in the public water systems supply wells the State Water Board (SWB) is using targeted and untargeted methods. The information obtained from the data collected will be used to support the design of a treatment-based MCL for public water systems to remove as much PFAS as economically and technically feasible.

The GO requires sampling of all West Kern production (source) wells with funding being covered under the Budget Act of 2022. The Division of Drinking Water (DDW) has contracted with Sacramento's Office of Water Programs (OWP) & Babcock Laboratories to collect and analyze 25 PFAS analytes using EPA method 533. Initial monitoring is free of charge but voluntary monitoring (Station A blended sample) or confirmation samples (if a PFAS detection is greater than the established detection level) will be at the District's expense.

Registration with the OWP is required by 4/1/24, to indicate whether we are requesting the free sampling services provided by OWP or if we intend to self-sample. Staff is reviewing all requirements prior to requesting self-sampling (not all self-sampling requests will be granted), which includes State Water Board training on PFAS sampling and handling protocols along with field processes and record keeping. If we are selected to self-sample, free sampling kits will be provided, including shipping to and analysis by Division of Drinking Water's (DDW) contracted laboratory. Samples must be collected on or before 8/31/26 and DDW can require additional sample collection which must be analyzed on or before 12/31/26.

Detection of PFAS in the water may require a Governing Body Notification or Public Notification. The type of notification depends on the levels detected and guidance will be provided should it be required.

**STAFF RECOMMENDATIONS:**

**JUSTIFICATION:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

\_\_\_\_\_  
\_\_\_\_\_  
X  
\_\_\_\_\_

Recommend Board Approval  
NO (Rejected)  
Full Board to Review  
Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **WATER RESOURCES COMMITTEE  
(Wells, Bravo)**

**AGENDA ITEM:**    **4.     Discussion and Appropriate Action Regarding:  
Friant Kern Canal - Subsidence Study and Related  
Modeling**

**BACKGROUND INFORMATION:**

The Friant Kern Canal and the California Aqueduct are identified as critical infrastructure in the Kern Subbasin Groundwater Sustainability Plan (GSP). At the request of certain GSA's that rely on the Friant Kern Canal for surface water deliveries, Intera Inc. prepared a proposal (attached) for additional data-collection, analysis, and modeling necessary to evaluate future impacts on water levels and subsidence along the Friant Kern Canal (FKC) from groundwater pumping in different GSAs within the Kern Subbasin. This data collection and analysis was not included in the original scope and budget to support GSP revisions, as the previous sustainable management criteria for the FKC had not accounted for conveyance loss from future subsidence. Any unmitigated conveyance loss due to subsidence along the FKC has been deemed an "undesirable result" under SGMA by the Friant Water Authority (FWA). Hence, mitigation alternatives to raise the liner (and associated infrastructure) along the sagging sections of the canal are being evaluated currently. A cost-sharing framework is being developed to fund these future mitigation efforts. The cost-sharing framework will entail allocating mitigation costs based on future impacts on water levels and subsidence along sagging sections of the FKC from groundwater pumping in different GSAs. Intera's proposal outlines the approach and cost involved with the data-collection, analysis, and modeling for this effort. The cost to perform the proposed scope of work is \$120,000. Split by the 22 GSAs, West Kern's obligation would be about \$5,500. Given the distance (approximately 50 miles), it is highly unlikely that West Kern's pumping operations contribute, in anyway, to subsidence on the Friant Kern Canal, however, in the spirit of subbasin coordination, a commitment of \$2,500 towards the cost of the study seems appropriate.

**STAFF RECOMMENDATIONS:**

Authorize up to \$2,500 to fund a Subsidence Study and related modeling on the Friant Kern Canal.

**PREVIOUS ACTIONS:**

Numerous GSA and SGMA related matters.

**COST:**

\$2,500

**BUDGETARY WARRANT:**

**MOTION:**

Authorize up to \$2,500 to fund a Subsidence Study and related modeling on the Friant Kern Canal.

**COMMITTEE STATUS:**

- Recommended Board Approval
- NO (Rejected)
- Full Board to Review
- Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

## **Proposal for Additional Data Collection and Modeling to Support Subsidence Mitigation Cost Analysis for the Friant Kern Canal**

Additional data-collection, analysis, and modeling is necessary to evaluate future impacts on water levels and subsidence along the Friant Kern Canal (FKC) from groundwater pumping in different GSAs within the Kern Subbasin. This data collection and analysis was not included in the original scope and budget to support GSP revisions, as the previous sustainable management criteria for the FKC had not accounted for conveyance loss from future subsidence. Any unmitigated conveyance loss due to subsidence along the FKC has been deemed an “undesirable result” under SGMA by the Friant Water Authority (FWA). Hence, mitigation alternatives to raise the liner (and associated infrastructure) along the sagging sections of the canal are being evaluated currently. A cost-sharing framework is being developed to fund these future mitigation efforts. The cost-sharing framework will entail attributing costs based on future impacts on water levels and subsidence along sagging sections of the FKC from groundwater pumping in different GSAs. This proposal outlines the approach and cost involved with the data-collection, analysis, and modeling for this effort.

### **Task 1. Recover and survey elevations at selected benchmarks**

Perform GPS RTK survey methods at eight benchmark sites near the FKC to obtain ellipsoid and orthometric elevations processed through NOAA's Online Positioning User Service (OPUS). For benchmarks located in areas where direct GPS observations are not possible, a nearby reference mark will be established, and conventional leveling will be used to determine the elevation of the benchmark.

**Estimated Cost: \$12,000**

### **Task 2. Analyze and prepare long-term groundwater level and subsidence time series data and figures**

Evaluate water-level data from the current period and historical water-level data near the FKC to provide a time series of data for the 1D model (Task 3) and to determine the pre-consolidation head and current critical head at eight selected locations of geodetic control (benchmarks). A time series of leveling data from benchmarks monumented by the National Geodetic Survey, U.S. Geological Survey, U.S. Bureau of Reclamation, and California Department of Transportation will be constructed from blue-booked leveled elevations and recoveries. Data compiled from the CASGEM, DWR water data library, and USGS will be used near the benchmark sites to construct a time series of water level data at various depth intervals. Approximately 75% of this data has already been collected as part of the development of the subsidence sustainable management criteria (SMCs). The cost below is for *additional* data collection and analysis to support the 1D modeling under Task 3.

**Estimated Cost: \$10,000**

### **Task 3. Subsidence analysis using the Stanford 1D model**

Use the Stanford 1D model to forecast subsidence through 2040 or other desired planning timeframe to connect water levels and subsidence along the Friant Kern Canal (FKC). The model will be calibrated to the long-term subsidence and groundwater level data from Task 2. Well-log data will be compiled for each of the 8 sites to estimate the number and thickness of clay interbeds.



**Estimated Cost: \$35,000**

#### **Task 4. Updated model analysis of water level changes by GSA**

Use updated IWFM-Kern model (currently being updated by Todd Groundwater to support the GSP revisions) to evaluate change in groundwater levels through 2040 or other desired planning timeframes to simulate future change in water levels under a range of different scenarios with GSAs within the Kern subbasin pumping at different rates to assess impacts on future water levels along the Friant Kern Canal. INTERA will work with Todd Groundwater to perform the water level scenarios. Water level results from the scenarios will be linked to the 1D subsidence model (Task 3) to translate water level impacts to subsidence impacts along the FK. The 1D subsidence model is necessary since the IWFM-Kern model has not been calibrated to subsidence. This task assumes multiple iterations to support the determination of potential attribution of water level and subsidence impacts along the FK. Relative contribution to future water level declines and subsidence along the most vulnerable reaches of the FK would be the basis for the cost-sharing framework between the GSAs determined to be contributing to water level declines and subsidence along the FK.

**Estimated Cost: \$60,000**

#### **Task 5. Meetings and Presentations**

Results from the evaluation will be presented to the Kern Subbasin subsidence sub-committee, GSA managers, and coordination committee. The analysis will also be presented to the Friant Water Authority to get their buy-in on the approach and results. The analysis will be documented in a technical memorandum that may be used as an attachment to the Kern Subbasin revised GSP to document the FK mitigation alternative.

**Estimated Cost: \$3,000**

#### **Total Cost and Schedule**

The total cost for the scope above is estimated to be **\$120,000**. Tasks 1-3 can be completed within 3 months of notice to proceed. Task 4 and 5 will require 3 additional months (including the time for presentation at various committee meetings) from receiving revised IWFM-Kern model files from Todd Groundwater. It is anticipated that the IWFM-Kern model will be ready for the modeling analysis by the late summer (August, 2024) timeframe.

**ADMINISTRATION COMMITTEE SUMMARY REPORT  
FOR THE REGULAR BOARD MEETING OF  
MARCH 26, 2024**

**MEMBERS ATTENDING:**

Barry Jameson  
Bo Bravo - Zoom

**DATE OF MEETING:**

March 15, 2024

**STAFF ATTENDING:**

Greg Hammett  
Tami Sivils

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. **Discussion and Appropriate Action Regarding:  
District's Training Report**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION**

**No items to discuss.**

**ITEMS DISCUSSED IN COMMITTEE**

- \* **Discussion and Appropriate Action Regarding:  
Subsidence Study and Related Modeling – Friant Kern Canal**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **ADMINISTRATION COMMITTEE  
(Jameson, Bravo)**

**AGENDA ITEM:**    i.        **Discussion and Appropriate Action Regarding:  
Districts Training Report**

**BACKGROUND INFORMATION:**

The following were educational opportunities during March for individual employees, multiple employees or all District employees.

**Managing Office Gossip**– Lunch and Learn Webinar with KDG – Greg Hammett, Sunny Kapoor, Adeana McDaniel-Furman, and Tami Sivils

**Inductive Automation – SCADA Ignition Training** – Virtual Training – Bryce Wilhelm and Andrea Crabb

**KC SHRM Monthly Meeting in Bakersfield – Managing Employee Discipline, Termination and Retaliation** – Tami Sivils

**2024 Wage and Hour Laws Legal Seminar** – Monrovia – Adeana McDaniel-Furman and Tami Sivils

**2024 Employment Discrimination and Employee Relations Laws** – Monrovia -- Adeana McDaniel-Furman and Tami Sivils

**2024 Employee Handbook and Personnel Policies Manual Legal Seminar** – Virtual Training – Tami Sivils

**Personnel Records: What to Create and Keep, What to Toss and When** – Webinar – Deann Crabtree and Tami Sivils

**USC Backflow Training Course and Certification** – USC in LA – Daren Lemmons

**Workplace Detox: How to (Legally) Deal with Toxic Employees** – Webinar – Tami Sivils

**CONSULTATIONS AND BRIEFINGS:**

**CalChamber HR California Briefing of February 26, 2024** - How Leap Year Affect Payroll – and What HR Should Do

**HR Daily Advisor Briefing of February 22, 2024** – Prepare of the Effective Dat of the Independent Contractor Rule

**HRCI Employment Insights of March 1, 2024** – Unlocking Organizational Success by Supporting Employee Growth and Development

**HR California Cases and News of March 7, 2024** – Beyond “At-Will”: Debunking Costly Misconceptions About Employment Termination in California.

**CPS HR Consulting Briefing of March 7, 2024** – A Guide to Innovative Performance Management in a Dynamic World

**SHRM HR Daily News of March 14, 2024** – SB 553 Workplace Violence Prevention: 12 Answers to Employer’s Frequently Asked Questions.

**PHIRA HR Pro Daily Topic of March 15, 2024** – What are whistleblower protections?

**People Management Daily HR Topic of March 15, 2024** – 8 Habits Performed by Effective Supervisors

**STAFF RECOMMENDATIONS:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**        N/A

**COMMITTEE STATUS:**

- Recommended Board Approval
- NO (Rejected)
- Full Board to Review
- Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**FACILITIES COMMITTEE SUMMARY REPORT  
FOR THE  
REGULAR BOARD MEETING OF  
MARCH 26, 2024**

**MEMBERS:**

Barry Jameson  
Scott Niblett

**DATE OF MEETING:**

March 20, 2024

**STAFF ATTENDING:**

Greg Hammett	Troy Turley	Zak Crabb
John Stuntebeck	Wayne White	Taylor Miller

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. Discussion and Appropriate Action Regarding:  
Operations Department Review**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION**

- 1. Discussion and Appropriate Action Regarding:  
Solar Site Module Replacement at 6-02, 7-01R, 7-02 & NW3  
Job #24-4201**



**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    **i.        Discussion and Appropriate Action Regarding:  
Operations Department Review**

**BACKGROUND INFORMATION:**

Attached for Board information is the Operations Department Activity Report for current projects.

**STAFF RECOMMENDATIONS:**

**JUSTIFICATION:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

<u>      </u>	Recommend Board Approval
<u>      </u>	NO (Rejected)
<u>      </u>	Full Board to Review
<u>  X  </u>	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Information Item

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

**STAFF REPORT**  
**Operations Department**

**DATE:** March 11, 2024, 2024

**TO:** Facilities Development Committee

**FROM:** Operations Staff

**RE:** District Testing, Sampling & Reporting Requirements and Operations Department Activity / Project Status

Following is the status of District Testing or Sampling/Reporting Requirements, Projects, Engineering, Transmission & Distribution, Field Services, and Production Group activities for February 1, 2024, through February 29, 2024.

**February Testing, Sampling/Reporting Requirements:**

**Water Quality Testing:**

- **Arsenic Sample**  
Station A  
All Wells
- **Bacteriological Status**  
Station A  
All Wells  
Distribution System

**APCD:**

- **Monthly Con-Vault Inspection**

**March Testing, Sampling/Reporting Requirements:**

**Water Quality Testing:**

- **Arsenic Sample**  
Station A  
All Wells
- **Bacteriological Status**  
Station A  
All Wells  
Distribution System

**ENGINEERING GROUP**

**CONTRACT JOBS**

**Job #24-5100 Replace Murphy Control Panels** The scope of this job is to update 2 of the District's aging Murphy control panels. The controller has been delayed and is expected to be delivered in late March.

Expended Year to Date: \$  
Prod CIP #1 23/24 Budget: \$ 39,464  
Inspection: John Stuntebeck  
Construction Crew: JCS Automation, LLC

**Job #24-6500 NW3 Well Rehabilitation** The scope of this job is to pull pump and appurtenances to inspect and determine if repairs are under warranty. On February 22<sup>nd</sup>, District Staff, Bakersfield Well & Pump (BWP), and Richard Slade & Associates (RSA), had a conference call to discuss the options. BWP thought that there was a hole in the bottom of the new liner and suggested that West Kern plug/cement the bottom ten feet of the liner. In the conclusion of the meeting, it was determined that West Kern needed to see clear evidence that a hole existed. On March 5<sup>th</sup>, BWP crew started the air lifting process and completed it on March 6<sup>th</sup>. On March 8<sup>th</sup>, a third video was conducted and is currently under review.

Expended Year to Date: \$  
Budget: \$  
Inspection: John Stuntebeck  
Construction Crew: Bakersfield Well & Pump

**Job #24-4201 Solar Site Module Replacement** The scope of this job is to stage new panels, remove and replace old Trina Solar Modules at solar sites 6-02, 7-01R, 7-02 and NW3. On January 31, 2024, the contractor completed all work at 7-01R including installation, testing and cut in of the 12 modules purchased from PVCA. The site has been returned to service. The Contractor has completed all work at 6-02 and returned the site to service. On February 23, 2024, the Contractor mobilized to 7-02 and began work. Site 7-02 is scheduled for testing and recommissioning on March 22, 2024. The final site is NW3 and is scheduled for work to begin on March 26, 2024. The Contractor has also submitted Pay Request #03.

Expended Year to Date: \$149,649  
Eng CIP #7 23/24 Budget: \$614,556  
Inspection: Troy Turley  
Construction Crew: Photovoltaics California

**Job #24-7000 Preliminary Grant Research for 2 Production Wells** The scope of this job is to prepare a grant application for funding to drill two new production wells. Proceeding with preparation of an implementation grant. The grant application was submitted on November 7, 2023. Successful applicants will be notified in April 2024.

Expended Year to Date: \$ 48,123  
GL 10-56-5200 23/24 Budget: \$ 38,302  
Inspection: Greg Hammett  
Construction Crew: West Yost

**Job #24-9400 SCADA Radio Replacement** The scope of this job is to purchase, install and program a portion of the District's SCADA Communication Radios. District Staff has attained the secondary radio frequency and will be moving forward with the replacement process.

Expended Year to Date: \$ 1,295  
Prod CIP #2 23/24 Budget: \$162,286  
Inspection: John Stuntebeck  
Construction Crew: Applied Technology

**Job #23-7000 Round 1 SGM Grant Convert Ag-Prod Wells to Monitoring Wells** The scope of this job is to access Grant funding that is available for conversion of existing wells to monitoring wells. Staff, Richard Slade & Provost will determine which wells are qualified for conversion. Two Ag Wells in NRRP and Well 7-01 in SRRP. Grant funds, procured by the KGA and administered by Provost & Pritchard will cover conversion costs. Video surveys were completed on April 25, 2023. The above-ground well covers have been installed on the three wells and an invoice (\$7,500) for the well covers has been submitted for reimbursement through the grant program. Grant funds are also available to install pressure transducers in the converted wells. Transducers have been received and an invoice has been submitted for reimbursement.

Expended Year to Date: \$ 50,227  
Budget: \$ 51,100  
Inspection: Greg Hammett  
Construction Crew: Richard Slade & Provost & Pritchard

**Job #23-4101 Expand District Groundwater Recharge Facilities** The scope of this job is for permitting services to expand the District's South Well Field Recharge Facilities. Because of high flows in the Kern River channel and land use restrictions on surrounding lands, activity on the project has been suspended until both issues can be addressed. No Changes.

Expended Year to Date: \$ 43,055  
Budget: \$197,135  
Inspection: Greg Hammett  
Construction Crew: Rincon Consultants, Inc.

**Job #22-6500 NW1 Well Rehabilitation** The scope of this job is to pull and repair as required. Well data is still under analysis to determine how to proceed with repairs. No changes in February.

Expended Year to Date: \$ 18,145  
Budget: \$ 54,747  
Inspection: John Stuntebeck  
Construction Crew: Bakersfield Well & Pump

### **IN-HOUSE PROJECT**

**Job #24-1302 Replace 3" pipeline** The scope of this job is to replace 1,600' of 3" steel pipeline with 8" C-900 pipe in alley between Philippine & D St from 4<sup>th</sup> Ave to 6<sup>th</sup> Ave. As of October 31, 2023, all USA dig alerts have been performed and all pot holing of existing facilities have been completed. All material was delivered through Ferguson Inc on November 21, 2023. District crews have completed Bacteriological testing and now are currently installing 1" service connections in the alley way between 5<sup>th</sup> Ave and 6<sup>th</sup> Ave. Crew is expected to complete the service installations by the week of March 26, 2024.

Expended Year to Date: \$21,166  
 T&D CIP #3 23/24 Budget: \$41,867  
 Inspection: Zak Crabb  
 Construction Crew:

**TRANSMISSION & DISTRIBUTION GROUP**

**Leaks Repaired**

20 leaks were repaired, 13 on Transmission mains, 6 on Distribution lines, and 1 on Services.

**Detail of Various Leaks**

<b>Date</b>	<b>Location</b>	<b>Cause</b>	<b>Water Loss (Gal)</b>
2/07	Line 103, SW of Cal Trans yard	External Corrosion	6,000
2/08	500 Blk btwn Philippine & D St	External Corrosion	2,500
2/09	Line 103A, Midway Area	Material Defect	500,000
2/12	Line 103, Hwy 33	External Corrosion	3,000
2/12	Line 104, Mocal Rd.	External Corrosion	1,000
2/14	Lateral 9, BV Hills	External Corrosion	2,500
2/15	Birch btwn Lincoln & Buchanan	External Corrosion	5,000
2/15	Line 103, Midway Sunset	External Corrosion	10,000
2/15	Line 103A, Fairfield Property	External Corrosion	20,000
2/17	Line 109, S of Midway on Linco	External Corrosion	2,000
2/17	27936 Hwy 119, Main Line	External Corrosion	500
2/20	Line 104, 5C Fellows	External Corrosion	1,000
2/21	Line 104, E of Randall Rd.	External Corrosion	4,000
2/22	Line 103A, Fairfield Lease	External Corrosion	20,000
2/23	Line 103, Near BPS Yard	External Corrosion	50,000
2/23	Behind 431 Kern St.	External Corrosion	10,000
2/27	Corner of Taylor & Birch	External Corrosion	6,000
2/28	Goody Line	Material Defect	1,000
2/28	431 Kern St.	External Corrosion	500
2/28	Line 103	External Corrosion	6,000
<b>Total Gallons Lost</b>			<b>651,000</b>

**FIELD SERVICES GROUP**

**Flushing Program**

26,180 gallons were flushed from 1 location during the month of February.

**Estimated water lost due to flushing:**

Estimated gallons and cubic feet for water lost during flushing procedures and leaks in various locations: **Month of February 2024**

District Flushing:	<b>26,180 gal</b>	<b>3,500 cu ft</b>
Misc. non-revenue water loss	<b>287,766 gal</b>	<b>38,471 cu ft</b>
Leaks in var. locations:	<b>651,000 gal</b>	<b>87,032 cu ft</b>
Total est. water loss:	<b>964,946 gal</b>	<b>129,003 cu ft</b>
	<b>2.96 AF</b>	

**USA Reports**

<b>Month</b>	<b>Number of Tickets Received</b>	<b>Number of Days Worked Per Month</b>	<b>Average Number of Tickets Worked per Day</b>
<b>January</b>	1166	22	53
<b>February</b>	1199	20	60
<b>March</b>			
<b>April</b>			
<b>May</b>			
<b>June</b>			
<b>July</b>			
<b>August</b>			
<b>September</b>			
<b>October</b>			
<b>November</b>			
<b>December</b>			
<b>Annual Total</b>			

**Cross Connection Program**

**Month of February:**

New Devices	0
Repairs	8
Devices Replaced	1
Total Tests	116
Surveys	0
Investigations	0

**PRODUCTION GROUP**

Total Water Production for the month of February:	543 ac. ft.
Total Water Production for the month of January:	860 ac. ft.
Pumping cost for the month of January:	\$218,259
Pumping cost per acre foot:	\$254

**North & South Solar Project**

The Solar Project began generating energy in May 2013, as of **FEBRUARY 2024** the Solar Project generated **94,614 Megawatt-hours (MWh)** of energy.

**PG&E Monthly Net Energy Metering (NEM) Statement**

**NRRP Well Field**

<u>Service Month</u> True-Up	<u>NW1</u> May	<u>NW2</u> May	<u>NW3</u> May	<u>NW4</u> May	<u>NW5</u> May
<b>Jun-23</b>	(\$43,401.95)	\$49,125.60	(\$39,731.97)	\$9,219.27	\$32,603.58
<b>Jul-23</b>	(\$47,781.78)	(\$13,358.06)	(\$46,115.46)	(\$12,658.93)	(\$2,011.80)
<b>Aug-23</b>	(\$42,085.17)	(\$6,389.01)	(\$5,508.82)	\$8,780.09	(\$7,231.18)
<b>Sep-23</b>	(\$41,102.50)	(\$19,381.47)	\$4,219.95	\$19,262.38	(\$5,069.18)
<b>Oct-23</b>	(\$29,210.35)	\$52,242.09	\$8,036.63	\$5,089.78	\$14,084.45
<b>Nov-23</b>	(\$8,084.39)	\$24,934.02	\$12,390.84	\$5,391.80	\$1,748.74
<b>Dec-23</b>	(\$219,977.15)	(\$7,374.74)	\$18,930.63	\$16,666.25	(\$5,533.77)
<b>Jan-24</b>	(\$5,768.92)	(\$14,432.43)	\$6,447.59	(\$12,349.36)	\$6,292.83
<b>Feb-24</b>	\$427.88	(\$15,476.30)	(\$17,912.96)	\$8,370.16	\$4,734.02
<b>Mar-24</b>					
<b>Apr-24</b>					
<b>May-24</b>					
<b>True-Up Cumulative PG&amp;E NEM</b>	(\$225,318.19)	\$49,889.70	(\$59,243.57)	\$47,771.44	\$39,617.69

**SRRP Well Field**

<u>Service Month</u> True-Up Month	<u>WELL 6-02</u> June	<u>WELL 6-06</u> May	<u>WELL 7-01R</u> November	<u>WELL 7-02</u> May
<b>Nov-23</b>	\$7,222.29	(\$14,493.73)	(\$29,772.93)	(\$953.14)
<b>Dec-23</b>	\$4,117.63	\$28,125.67	\$37,382.65	(\$12,596.17)
<b>Jan-23</b>	(\$6,319.25)	(\$14,874.32)	(\$1,473.59)	\$21,439.97
<b>Feb-23</b>	\$4,708.33	(\$14,927.21)	(\$11,079.14)	(\$10,816.23)
<b>Mar-23</b>				
<b>Apr-23</b>				
<b>May-23</b>				
<b>Jun-23</b>		(\$1,092.64)		(\$24,907.74)
<b>Jul-23</b>	\$7,568.33	\$36,702.57		\$19,800.13
<b>Aug-23</b>	\$11,907.15	(\$1,049.28)		\$39,989.98
<b>Sep-23</b>	(\$25,505.18)	\$29,262.62		\$41,917.43
<b>Oct-23</b>	\$51,203.48	(\$2,142.05)		(\$14,500.67)
<b>True-Up* Cumulative PG&amp;E NEM</b>	\$54,902.78	\$45,511.63	\$77,070.96	\$59,373.56

**PLEASE NOTE:** A monthly production history chart, flow report and a solar net benefit chart of all nine sites have been provided for your information. Also, included is a chart showing a breakdown of fuel cost throughout the year as well as the monthly Bacteriological Status chart.

**Stations and Wells  
Electric & Natural Gas  
BUDGET YEAR 20223-24**

	PG&E Electric	ELECTRICITY EXPENSE	PG&E		So. Cal. Gas		Department of General Services		NATURAL GAS EXPENSE	10-52-5510 BUDGET	GRAND TOTAL GAS/ELECT
			Natural Gas	Natural Gas	Transmission & Sta D. Natural Gas	Natural Gas	Natural Gas	10-52-5510 BUDGET			
		<b>\$480,000</b>							<b>\$3,857,156</b>		
Jul-23	\$41,396	\$438,604	\$16,553	\$83,244	\$113,135	\$212,931	\$212,931	\$3,644,225	\$254,327		
Aug-23	\$38,416	\$400,188	\$16,048	\$76,619	\$133,291	\$225,958	\$225,958	\$3,418,267	\$264,374		
Sep-23	\$33,607	\$366,582	\$20,539	\$67,650	\$102,005	\$190,194	\$190,194	\$3,228,073	\$223,801		
Oct-23	\$118,097	\$248,485	\$21,262	\$70,679	\$82,181	\$174,122	\$174,122	\$3,053,951	\$292,219		
Nov-23	\$21,602	\$226,882	\$24,144	\$63,949	\$125,846	\$213,939	\$213,939	\$2,840,012	\$235,541		
Dec-23	\$21,239	\$205,643	\$23,019	\$55,994	\$106,510	\$185,523	\$185,523	\$2,654,488	\$206,763		
Jan-24	\$31,277	\$174,367	\$22,601	\$75,130	\$89,251	\$186,982	\$186,982	\$2,467,507	\$218,259		
Feb-24		\$174,367				\$0	\$0	\$2,467,507	\$0		
Mar-24		\$174,367				\$0	\$0	\$2,467,507	\$0		
Apr-24		\$174,367				\$0	\$0	\$2,467,507	\$0		
May-24		\$174,367				\$0	\$0	\$2,467,507	\$0		
Jun-24		\$174,367				\$0	\$0	\$2,467,507	\$0		
<b>Total</b>	<b>\$305,633</b>	<b>\$174,367</b>	<b>\$144,166</b>	<b>\$493,265</b>	<b>\$752,218</b>	<b>\$1,389,649</b>	<b>\$1,389,649</b>	<b>\$2,467,507</b>	<b>\$1,695,283</b>		

NOTE: This spreadsheet reflects the month that the elect/gas was used.



WEST KERN WATER DISTRICT PRODUCTION HISTORY/DISTRIBUTION SYSTEM

REV 03/12/2024

	GALLONS 2012/2013	ACRE FT.	GALLONS 2013/2014	ACRE FT.	GALLONS 2014/2015	ACRE FT.	GALLONS 2015/2016	ACRE FT.
JUL	720,010,744	2209.63	653,884,048	2006.70	591,817,103	1816.22	513,889,837	1,577.07
AUG	741,486,720	2275.54	648,685,216	1990.74	612,762,806	1880.50	519,103,453	1,593.07
SEP	621,143,552	1906.22	528,856,173	1623.00	518,474,560	1591.14	520,331,911	1,596.84
OCT	566,394,952	1738.06	484,060,487	1485.53	499,949,931	1534.29	488,255,138	1,498.40
NOV	387,535,360	1282.99	434,535,342	1333.54	374,015,036	1147.81	391,327,500	1,200.94
DEC	384,349,952	1180.64	376,279,700	1154.76	330,904,949	1015.51	384,875,650	1,181.14
JAN	388,115,072	1208.14	407,333,301	1250.06	350,185,728	1074.68	359,853,552	1,104.35
FEB	355,092,528	1097.08	233,354,935	716.14	250,598,272	769.06	306,616,015	940.97
MAR	430,929,184	1322.47	265,601,150	815.1	293,933,895	902.05	373,047,259	1,144.84
APR	490,509,789	1505.32	439,419,849	1348.53	310,594,656	953.18	430,533,892	1,321.26
MAY	578,337,644	1774.85	480,809,443	1475.55	366,953,845	1126.14	488,326,826	1,498.62
JUN	602,556,836	1849.18	523,942,340	1607.92	466,676,236	1432.18	545,597,312	1,674.38
<b>Total</b>	<b>6,266,462,333</b>	<b>19350.12</b>	<b>5,476,761,984</b>	<b>16807.57</b>	<b>4,966,867,017</b>	<b>15242.76</b>	<b>5,321,758,345</b>	<b>16331.88</b>

	GALLONS 2016/2017	ACRE FT.	GALLONS 2017/2018	ACRE FT.	GALLONS 2018/2019	ACRE FT.	GALLONS 2019/2020	ACRE FT.
JUL	568,978,816	1746.13	573,426,073	1759.78	588,974,970	1807.50	595,101,681	1826.30
AUG	565,092,864	1734.21	555,246,101	1703.99	495,344,710	1520.16	637,680,631	1956.97
SEP	503,366,144	1544.77	462,325,280	1418.82	514,611,720	1579.29	513,834,442	1576.90
OCT	467,419,808	1434.46	466,599,790	1431.94	449,510,170	1379.50	483,422,768	1483.57
NOV	369,580,204	1134.20	442,799,640	1358.90	412,646,430	1266.37	387,988,570	1190.69
DEC	343,591,776	1022.52	383,656,967	1177.40	347,947,500	1067.81	379,417,070	1164.39
JAN	318,362,944	977.02	303,037,470	929.99	356,706,340	1094.69	340,862,956	1046.07
FEB	244,021,888	748.88	313,335,480	961.59	254,680,010	781.58	334,547,400	1026.69
MAR	303,494,272	931.39	363,551,961	1115.70	301,852,600	926.35	266,415,778	817.60
APR	345,799,680	1061.22	384,959,100	1181.40	320,059,160	982.23	346,878,165	1064.53
MAY	408,867,456	1254.77	463,642,270	1422.87	392,613,780	1204.89	403,911,866	1239.56
JUN	510,820,320	1567.65	499,502,840	1532.92	423,308,790	1299.09	488,861,160	1500.26
<b>Total</b>	<b>4,949,396,172</b>	<b>15157.22</b>	<b>5,212,082,972</b>	<b>15995.30</b>	<b>4,858,256,180</b>	<b>14909.46</b>	<b>5,178,922,487</b>	<b>15893.53</b>

	GALLONS 2020/2021	ACRE FT.	GALLONS 2021/2022	ACRE FT.	GALLONS 2022/2023	ACRE FT.	GALLONS 2023/2024	ACRE FT.
JUL	577,808,060	1773.23	538,820,697	1653.58	505,388,384	1550.98	493,136,386	1513.38
AUG	543,297,889	1667.32	507,900,695	1558.69	513,484,430	1575.83	462,637,790	1419.78
SEP	512,312,718	1572.23	469,860,849	1441.95	462,357,480	1419.12	399,245,679	1225.24
OCT	491,617,921	1508.72	399,921,060	1227.31	422,169,297	1295.59	424,922,738	1304.04
NOV	358,729,366	1100.90	323,987,132	994.28	317,121,452	973.21	318,444,407	977.27
DEC	357,403,152	1096.83	309,476,987	949.75	307,398,290	903.65	299,463,325	919.02
JAN	311,321,304	955.41	260,573,269	799.67	267,358,990	820.49	279,322,736	857.21
FEB	258,627,939	793.70	280,425,370	860.59	245,209,395	752.52	176,966,420	543.09
MAR	324,938,617	997.20	281,212,672	863.01	221,148,557	678.68		
APR	326,743,832	1002.74	332,514,653	1020.45	318,488,900	977.41		
MAY	429,015,427	1316.60	407,525,553	1250.65	363,117,170	1124.58		
JUN	494,195,402	1516.63	438,608,480	1346.04	393,181,700	1207.10		
<b>Total</b>	<b>4,986,011,626</b>	<b>15301.51</b>	<b>4,550,827,418</b>	<b>13965.97</b>	<b>4,336,424,044</b>	<b>13279.16</b>	<b>2,854,139,481</b>	<b>8759.03</b>

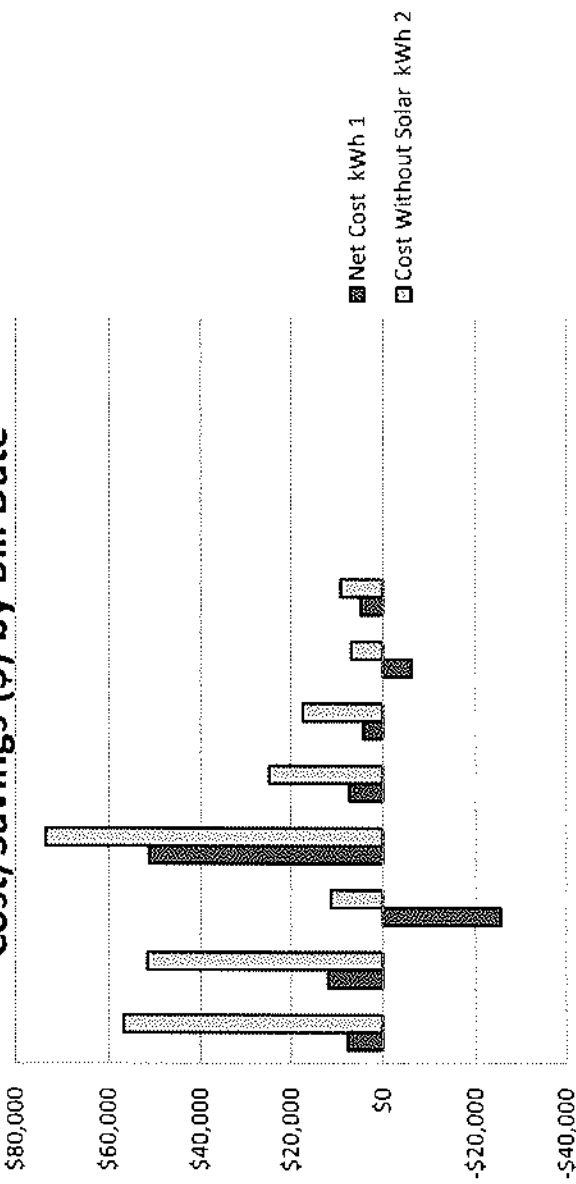
NOTE: 1/11/24 Revision made to Sept 2023. NW2 originally showed 1219.05 af with 1216.57 to Distr. System  
 1/15/24 Revision made to Jan 2023. Well 2-01 & 6-01 were not consistent with Arsenic Blending. About 1 af diff.



Month	LA PALOMA (LP)			SUNRISE (SR)		
	Max. Cap.	10,368,000	Max. Cap.	Max. Cap.	5,040,000	% of Max Capacity
	Average	Peak	% of Max Capacity	Average	Peak	% of Max Capacity
Jan	659,717	2,836,169	27%	2,038,159	2,835,967	56%
Feb	1,087,245	2,012,928	19%	1,590,211	2,411,776	48%
Mar			0%			0%
Apr			0%			0%
May			0%			0%
Jun			0%			0%
Jul			0%			0%
Aug			0%			0%
Sep			0%			0%
Oct			0%			0%
Nov			0%			0%
Dec			0%			0%



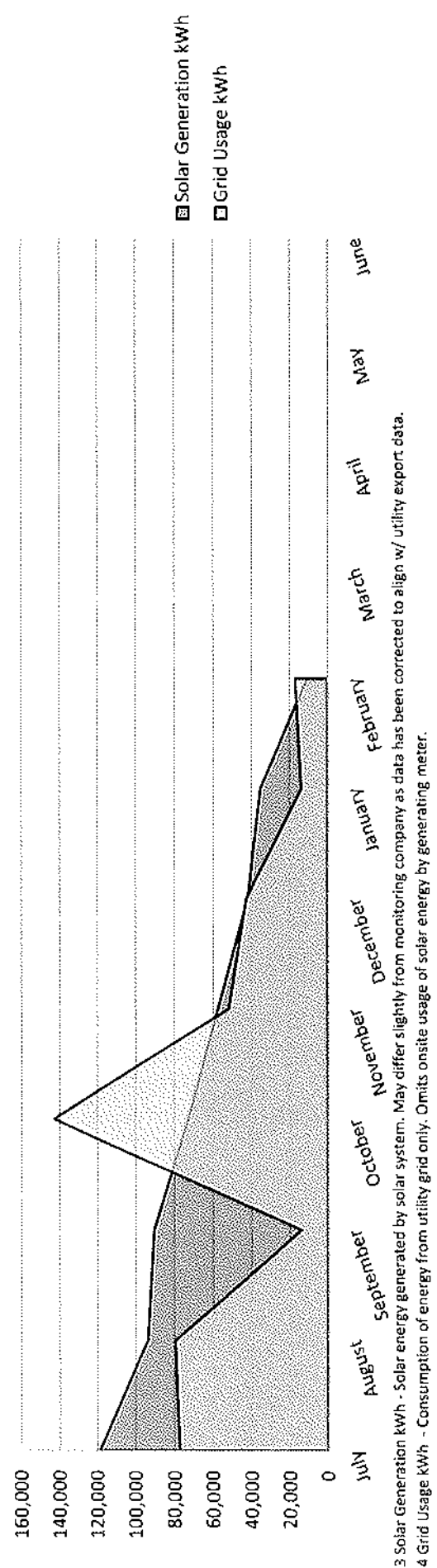
### Cost/Savings (\$) by Bill Date



System	6-02 - NEM Year 10		
Start Date	End Date	Net Cost kWh 1	Cost Without Solar kWh 2
6/23/2022	7/24/2023	\$7,594.00	\$56,619.00
7/25/2023	8/23/2023	\$11,931.00	\$51,530.00
8/23/2023	9/21/2023	-\$25,481.00	\$11,232.00
9/22/2023	10/23/2180	\$51,230.00	\$73,469.00
10/24/2023	11/21/2023	\$7,246.00	\$24,718.00
11/22/2023	12/21/2023	\$4,142.00	\$17,345.00
12/22/2023	1/23/2024	(\$6,292.00)	\$6,866.00
1/24/2024	2/22/2024	\$4,733.00	\$9,095.00
<b>Total</b>		<b>\$55,103.00</b>	<b>\$250,874.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

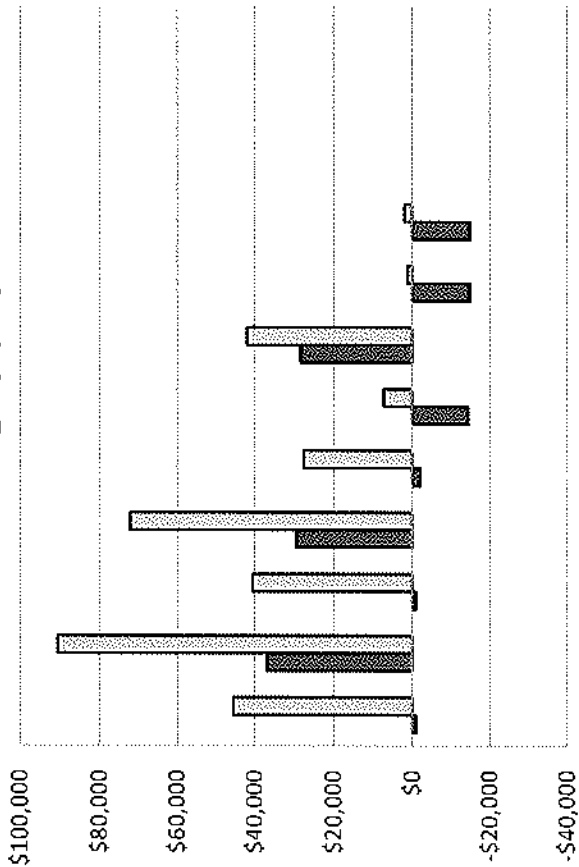
### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

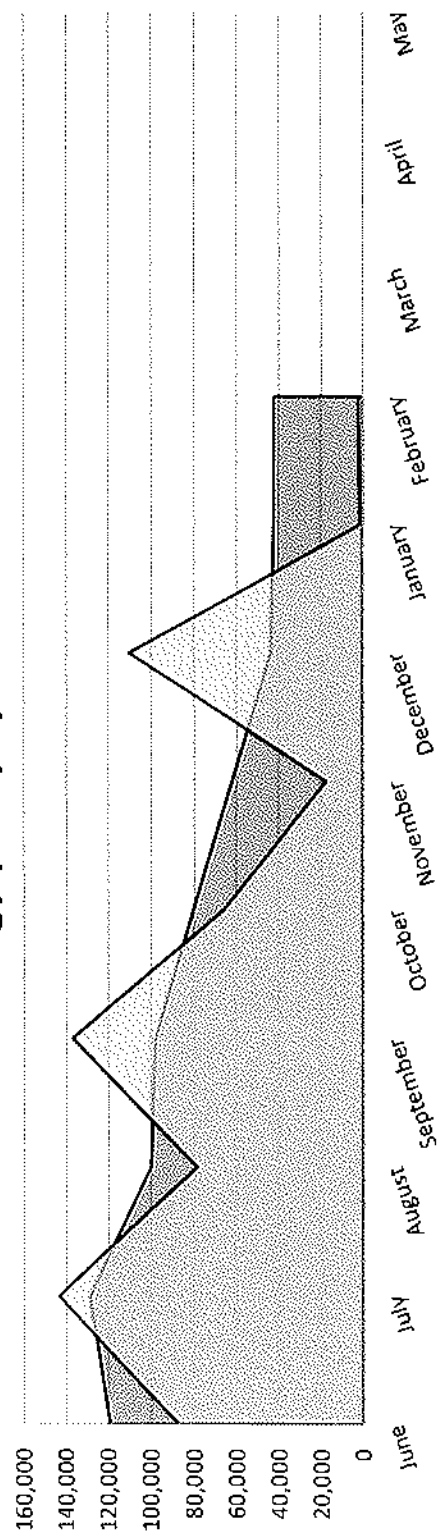
### Cost/Savings (\$) by Bill Date

System	6-06 - NEM Year 10		
Start Date	End Date	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
5/24/2023	6/22/2023	(\$1,068.00)	\$45,574.00
6/23/2023	7/24/2023	\$36,728.00	\$90,579.00
7/25/2023	8/22/2023	(\$1,026.00)	\$40,445.00
8/23/2023	9/21/2023	\$29,287.00	\$72,139.00
9/22/2023	10/23/2023	(\$2,116.00)	\$27,432.00
10/24/2023	11/21/2023	-\$14,468.00	\$7,168.00
11/22/2023	12/21/2023	\$28,150.00	\$41,913.00
12/22/2023	1/23/2024	(\$14,847.00)	\$1,087.00
1/24/2024	2/22/2024	-\$14,903.00	\$1,867.00
<b>Total</b>		<b>\$45,737.00</b>	<b>\$328,204.00</b>



■ Net Cost kWh  
□ Cost Without Solar kWh

### Energy (kWh) by Bill Date



■ Solar Generation kWh  
□ Grid Usage kWh

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost w/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

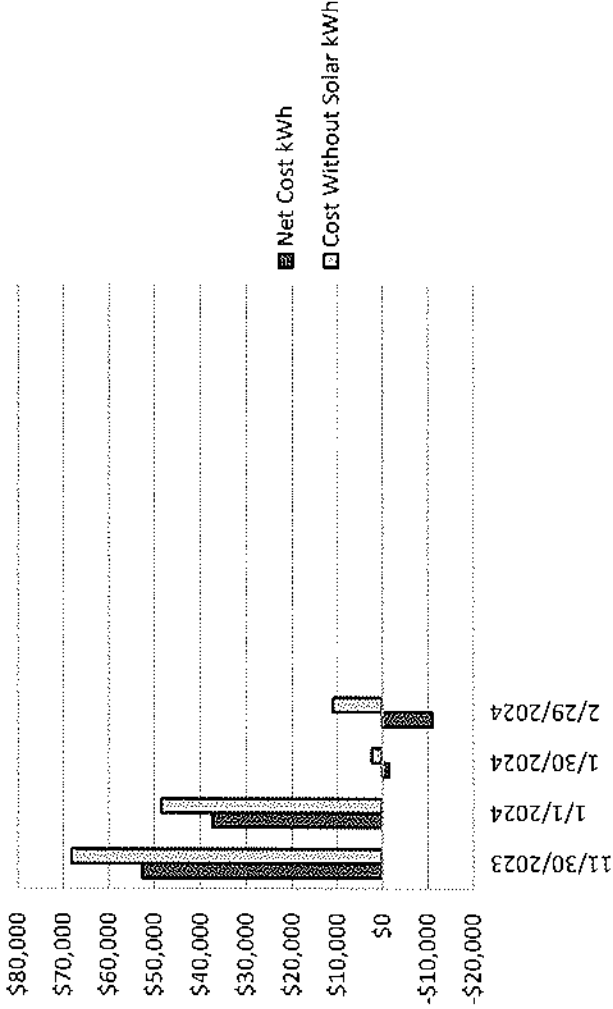
3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

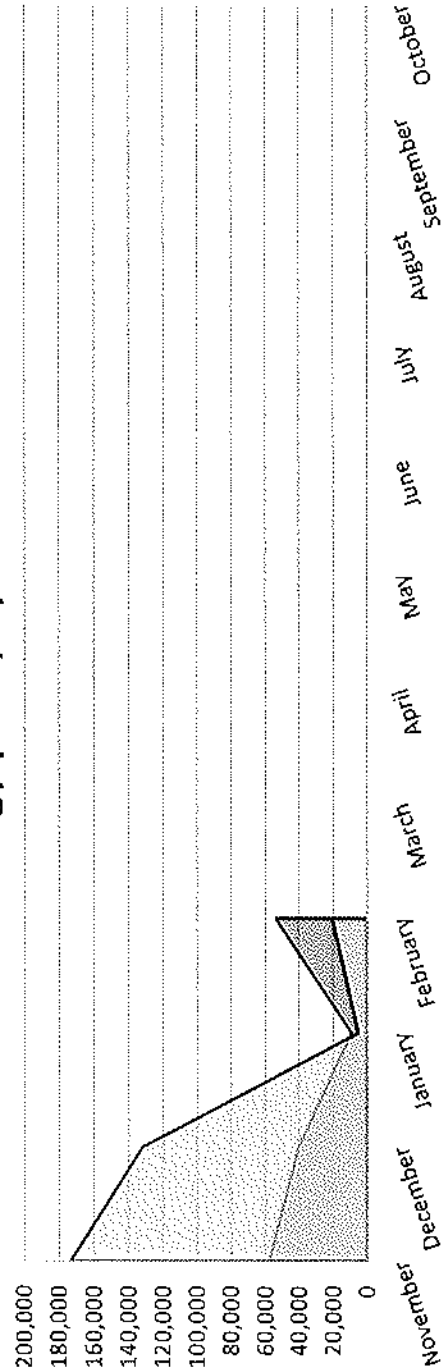
# Cost/Savings (\$) by Bill Date



System	7-01R - NEM Year 9		
Start Date	End Date	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
10/31/2023	11/30/2023	\$52,563.00	\$68,147.00
12/1/2023	1/1/2024	\$37,409.00	\$48,398.00
1/2/2024	1/30/2024	(\$1,449.00)	\$2,341.00
1/31/2024	2/29/2024	-\$11,054.00	\$10,902.00
<b>Total</b>		<b>\$77,469.00</b>	<b>\$129,788.00</b>



# Energy (kWh) by Bill Date



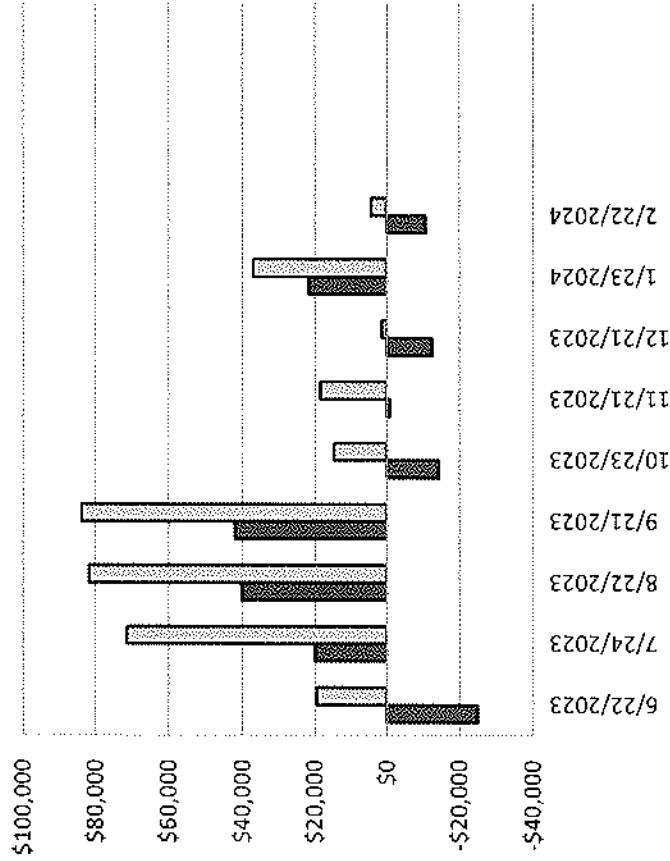
1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

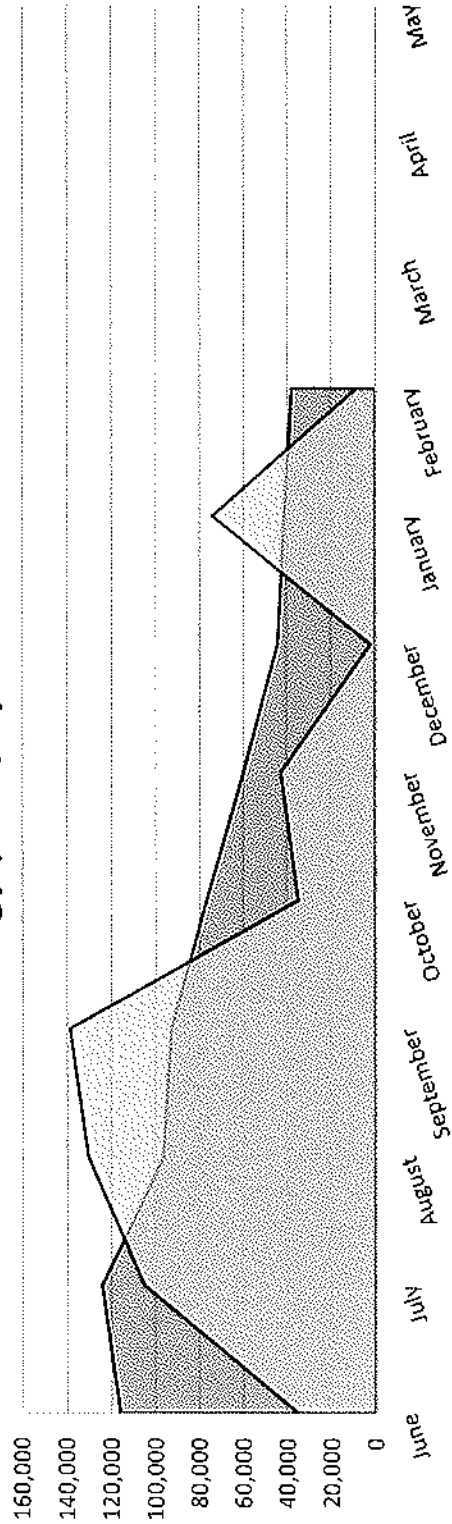
### Cost/Savings (\$) by Bill Date



System		7-02 - NEM Year 10	
Start Date	End Date	Net Cost kWh	Cost Without Solar kWh <sup>2</sup>
5/24/2023	6/22/2023	(\$24,883.00)	\$19,380.00
6/23/2023	7/24/2023	\$19,827.00	\$71,270.00
7/25/2023	8/22/2023	\$40,014.00	\$81,685.00
8/23/2023	9/21/2023	\$41,942.00	\$83,657.00
9/22/2023	10/23/2023	(\$14,474.00)	\$14,533.00
10/24/2023	11/21/2023	-\$928.00	\$18,364.00
11/22/2023	12/21/2023	(\$12,572.00)	\$1,346.00
12/22/2023	1/23/2024	\$21,467	\$36,823
1/24/2024	2/22/2024	-\$10,792.00	\$4,231.00
<b>Total</b>		<b>\$59,601.00</b>	<b>\$331,289.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

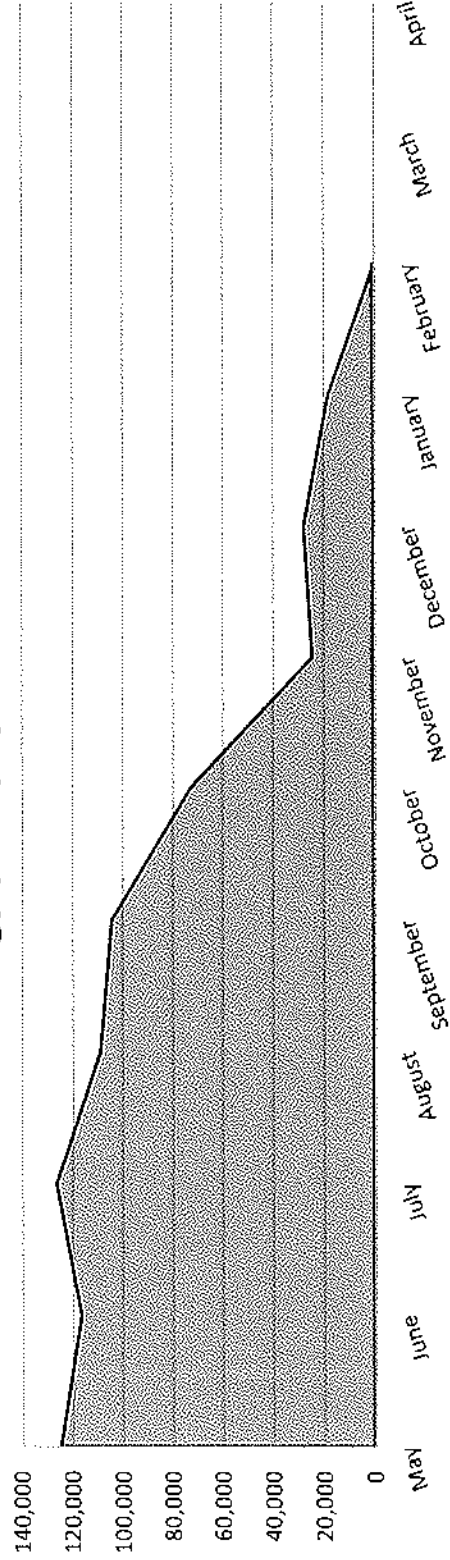


### Cost/Savings (\$) by Bill Date

System	NW 1 - NEM Year 10		
Start Date	End Date	Net Cost kWh	Cost Without Solar kWh <sup>2</sup>
4/14/2023	5/14/2023	-\$42,735.00	\$706.00
5/15/2023	6/12/2023	-\$43,378.00	\$697.00
6/13/2023	7/13/2023	(\$47,756.00)	\$758.00
7/14/2023	8/13/2023	-\$42,059.00	\$845.00
8/17/2023	9/12/2023	(\$41,078.00)	\$917.00
9/13/2023	10/12/2023	-\$29,185.00	\$634.00
10/13/2023	11/12/2023	-\$8,058.00	\$462.00
11/13/2023	12/12/2023	(\$8,286.00)	\$392.00
12/13/2023	1/11/2024	-\$5,744.00	\$401.00
1/12/2024	2/12/2024	\$454.00	\$438.00
<b>Total</b>		<b>-\$267,825.00</b>	<b>\$6,250.00</b>



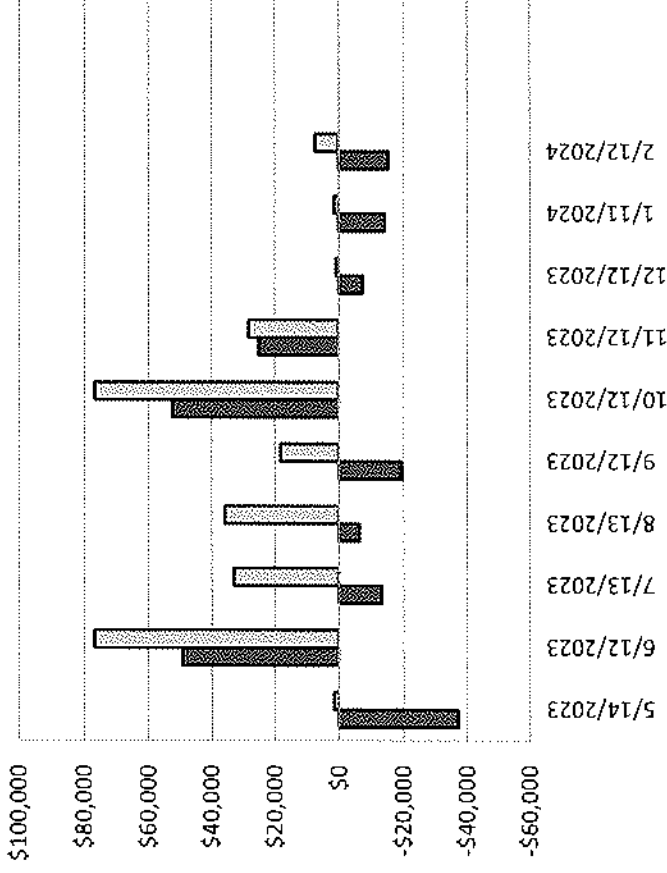
### Energy (kWh) by Bill Date



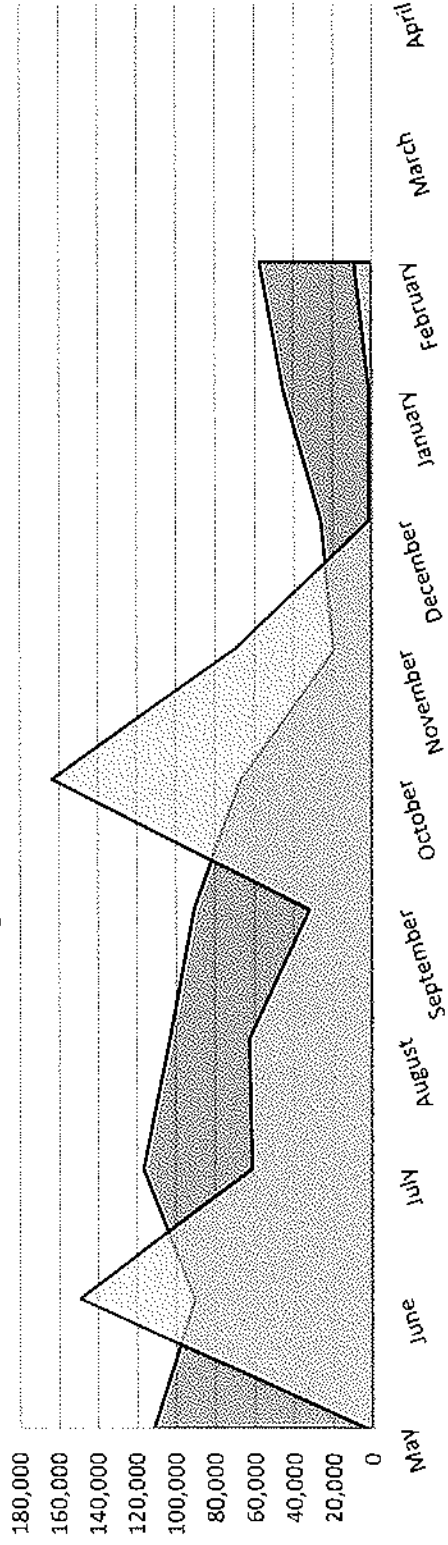
1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.  
 3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

System	NW 2 - NEM Year 10		
Start Date	End Date	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
4/14/2023	5/14/2023	(\$37,143.00)	\$1,484.00
5/15/2023	6/12/2023	\$48,149.00	\$76,731.00
6/13/2023	7/13/2023	(\$13,333.00)	\$32,716.00
7/14/2023	8/13/2023	-\$6,364.00	\$35,712.00
8/14/2023	9/12/2023	(\$19,356.00)	\$18,144.00
9/13/2023	10/12/2023	\$52,267.00	\$76,640.00
10/13/2023	11/12/2023	\$24,959.00	\$28,154.00
11/13/2023	12/12/2023	(\$7,350)	\$922
12/13/2023	1/11/2024	-\$14,409.00	\$1,351.00
1/12/2024	2/12/2024	-\$15,450.00	\$7,291.00
<b>Total</b>			<b>\$279,145.00</b>



### Energy (kWh) by Bill Date



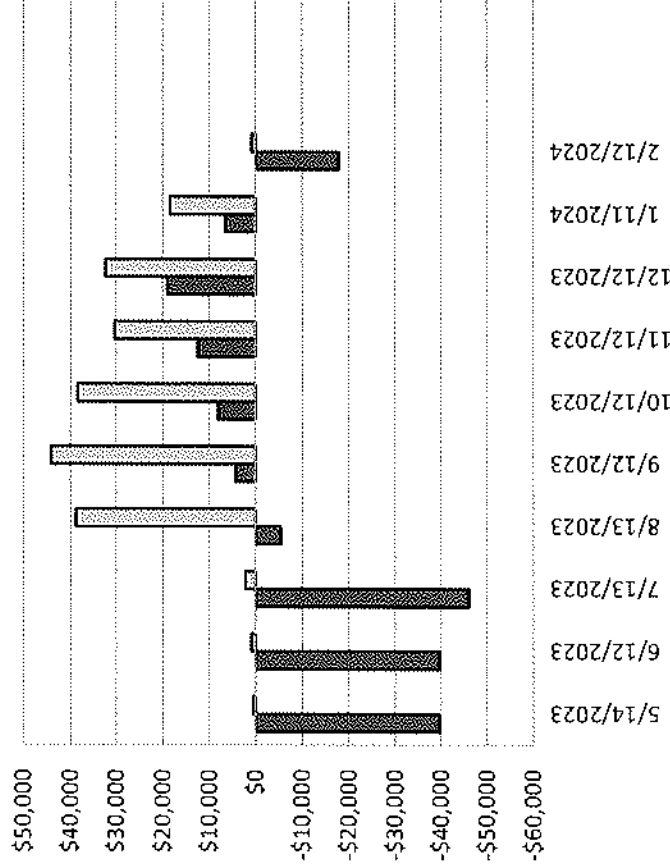
1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost w/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

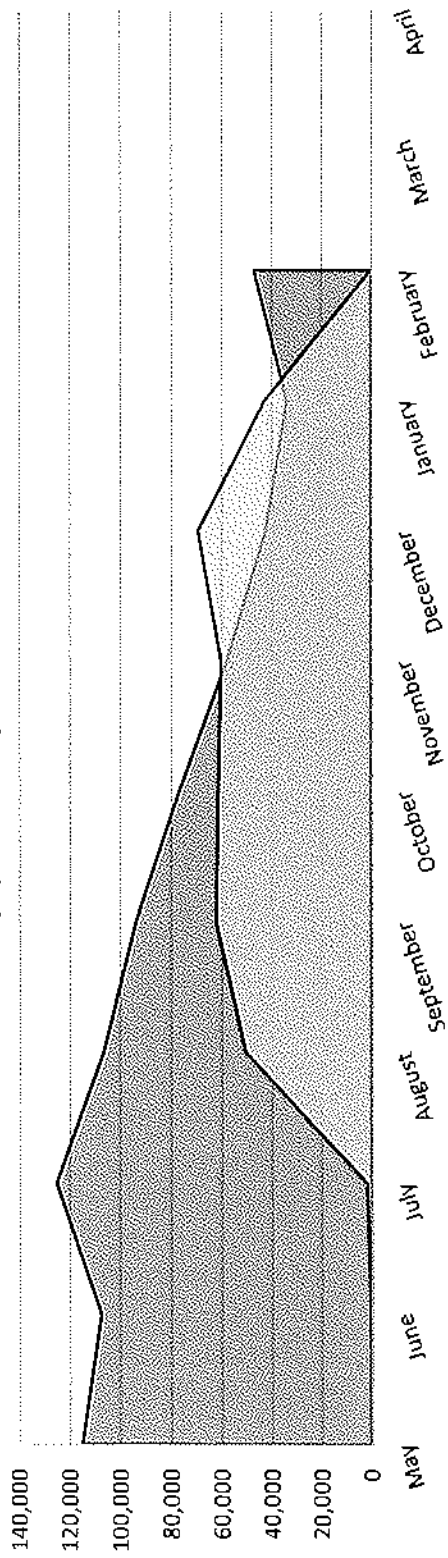
### Cost/Savings (\$) by Bill Date



System	NW 3 - NEM Year 10		Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date			
4/14/2023	5/14/2023		-\$39,570.00	\$553.00
5/15/2023	6/12/2023		(\$39,708.00)	\$871.00
6/13/2023	7/13/2023		(\$46,090.00)	\$2,080.00
7/14/2023	8/13/2023		(\$5,484.00)	\$38,802.00
8/14/2023	9/12/2023		\$4,245.00	\$44,085.00
9/13/2023	10/12/2023		\$8,061.00	\$38,388.00
10/13/2023	11/12/2023		\$12,416.00	\$30,309.00
11/13/2023	12/12/2023		\$18,955.00	\$32,288.00
12/13/2023	1/11/2024		\$6,472.00	\$18,390.00
1/12/2024	2/12/2024		-\$17,886.00	\$781.00
<b>Total</b>			<b>-\$98,589.00</b>	<b>\$206,547.00</b>

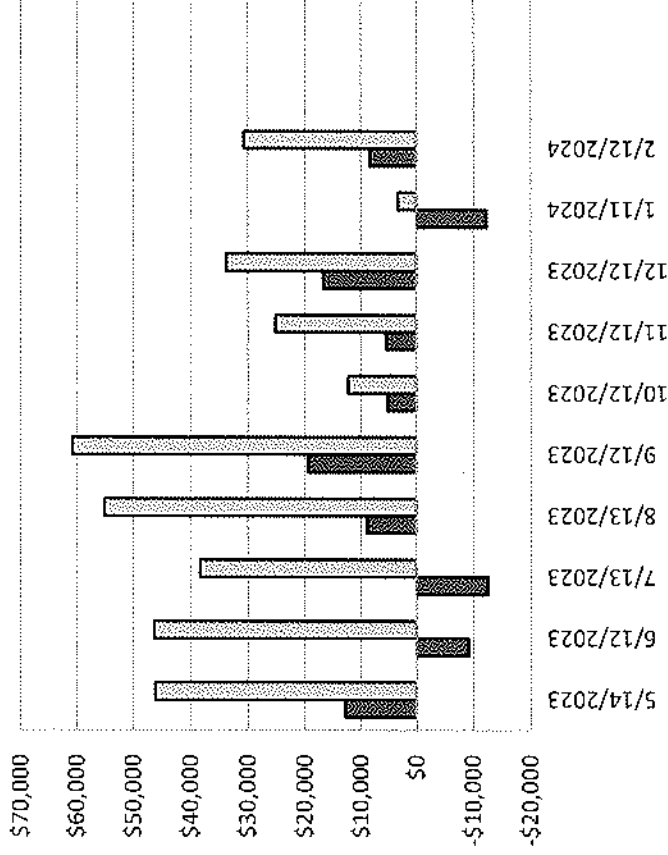
1 Net Cost kWh - Grid usage cost minus solar credits allocated.  
 2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.  
 4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

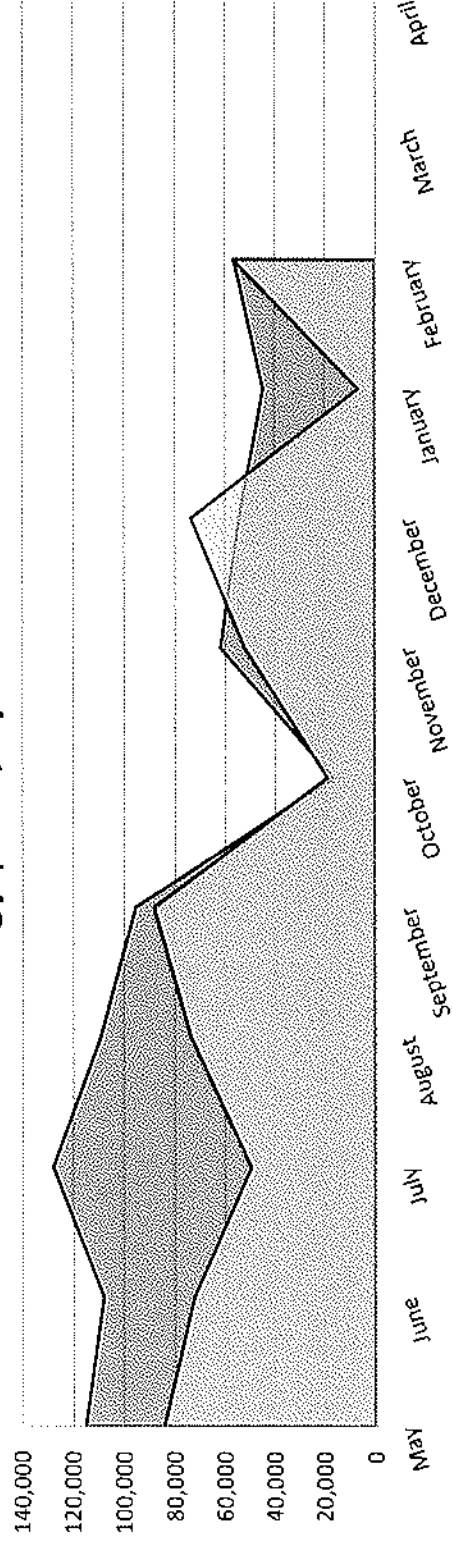


System	NW 4 - NEM Year 10	Net Cost kWh <sup>1</sup>	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date		
4/14/2023	5/14/2023	\$12,795.00	\$46,184.00
5/15/2023	6/12/2023	(\$9,243.00)	\$46,324.00
6/13/2023	7/13/2023	(\$12,633.00)	\$38,299.00
7/14/2023	8/13/2023	\$8,805.00	\$54,995.00
8/17/2023	9/12/2023	\$19,288.00	\$60,675.00
9/13/2023	10/12/2023	\$5,115.00	\$12,235.00
10/13/2023	11/12/2023	\$5,417.00	\$25,100.00
11/13/2023	12/12/2023	\$16,691.00	\$33,711.00
12/13/2023	1/11/2024	-\$12,325.00	\$3,270.00
1/12/2024	2/12/2024	\$8,396.00	\$30,670.00
<b>Total</b>		<b>\$42,306.00</b>	<b>\$351,463.00</b>

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

### Energy (kWh) by Bill Date



3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

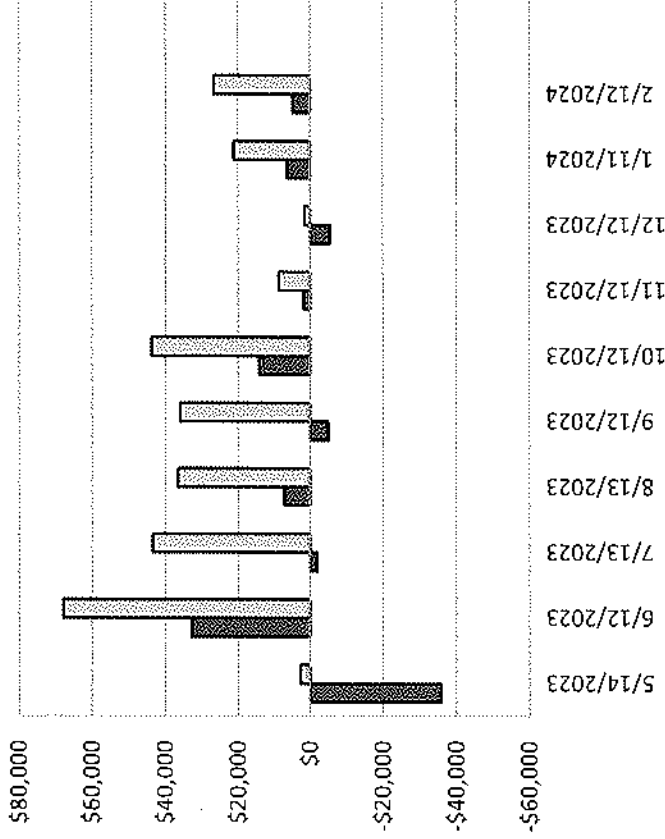
4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

### Cost/Savings (\$) by Bill Date

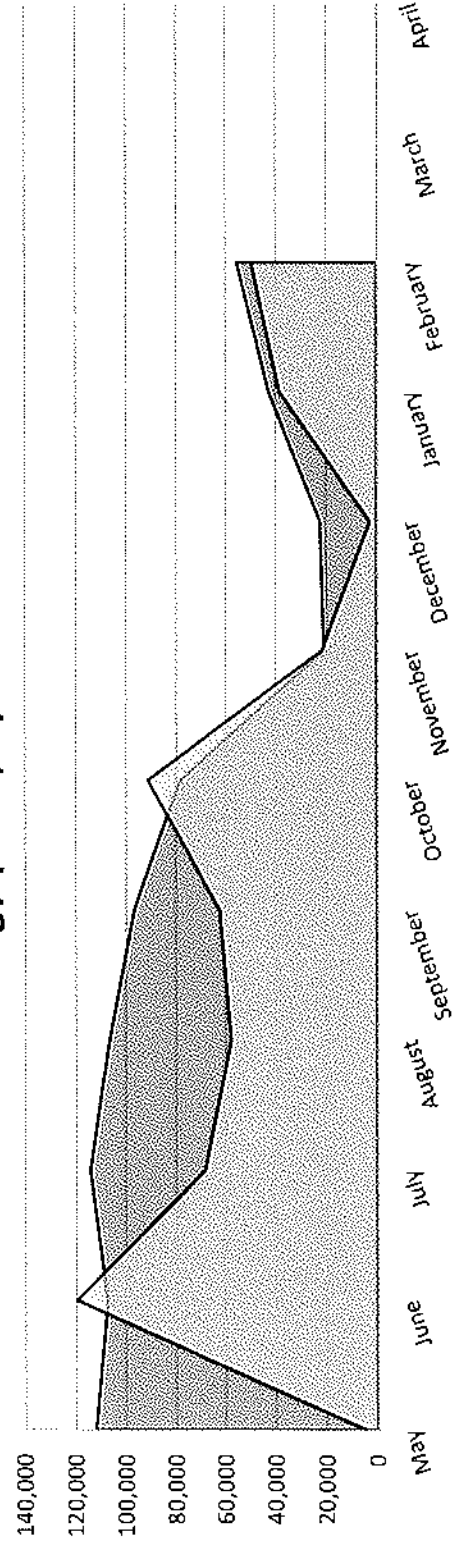
System	NW 5 - NEM Year 10		Net Cost kWh	Cost Without Solar kWh <sup>2</sup>
Start Date	End Date	Net Cost kWh	Cost Without Solar kWh <sup>2</sup>	
4/14/2023	5/14/2023	-\$35,888.00	\$2,677.00	
5/15/2023	6/12/2023	\$32,627.00	\$67,783.00	
6/13/2023	7/13/2023	(\$1,986.00)	\$43,447.00	
7/14/2023	8/13/2023	\$7,206.00	\$36,456.00	
8/14/2023	9/12/2023	(\$5,044.00)	\$35,854.00	
9/13/2023	10/12/2023	\$14,109.00	\$43,708.00	
10/13/2023	11/12/2023	\$1,774.00	\$8,695.00	
11/13/2023	12/12/2023	(\$5,509.00)	\$1,518.00	
12/13/2023	1/11/2024	\$6,318.00	\$21,149.00	
1/12/2024	2/12/2024	\$4,760.00	\$26,633.00	
<b>Total</b>			<b>\$18,367.00</b>	<b>\$287,920.00</b>

■ Net Cost kWh

□ Cost Without Solar kWh



### Energy (kWh) by Bill Date



■ Solar Generation kWh

□ Grid Usage kWh

1 Net Cost kWh - Grid usage cost minus solar credits allocated.

2 Cost W/o Solar kWh - The electric bill if you did not have solar. When available, this cost uses the rate schedule your meter was on immediately prior to solar being installed.

3 Solar Generation kWh - Solar energy generated by solar system. May differ slightly from monitoring company as data has been corrected to align w/ utility export data.

4 Grid Usage kWh - Consumption of energy from utility grid only. Omits onsite usage of solar energy by generating meter.

2024 DISTRIBUTION SYSTEM BACTERIOLOGICAL STATUS

DATE	NO. OF SAMPLES	NO. OF POS. TOTAL COLL.	NO. OF POSITIVE FECAL COLL.	TOTAL POSITIVES	NO. OF RETAKES	DATE OF RETAKE	% POSITIVE
JAN	110	0	0	0	0	0	0.00%
FEB	88	0	0	0	0	0	0.00%
MAR		0	0	0	0	0	0.00%
APR		0	0	0	0	0	0.00%
MAY		0	0	0	0	0	0.00%
JUN		0	0	0	0	0	0.00%
JULY		0	0	0	0	0	0.00%
AUG		0	0	0	0	0	0.00%
SEPT		0	0	0	0	0	0.00%
OCT		0	0	0	0	0	0.00%
NOV		0	0	0	0	0	0.00%
DEC		0	0	0	0	0	0.00%
Totals	198	0	0	0	0	0	0.00%

**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**               **FACILITIES DEVELOPMENT COMMITTEE  
(Jameson, Niblett)**

**AGENDA ITEM:**    **1. Discussion and Appropriate Action Regarding:  
Solar Site Module Replacement at 6-02, 7-01R, 7-02 & NW3  
Job #24-4201**

**BACKGROUND INFORMATION:**

The Contractor is near completion at 7-02, Site #3. On March 13<sup>th</sup>, District Staff received Pay Request #3 from PVCA covering all work from February 17<sup>th</sup> through March 15<sup>th</sup>, 2024, in the total amount of \$153,897.50.

**STAFF RECOMMENDATIONS:**

Approve Progress Pay Request #3.

**JUSTIFICATION:**

PVCA has completed all work for the pay period as described and represented by Progress Pay Request #3

**PREVIOUS ACTIONS:**

02/24 RBM       Approve PVCA Progress Pay Request #2 in the total amount of \$136,005.50 less 5% retention of \$6,800.27 for a total progress payment of \$129,205.23.  
01/24 RBM       Approve PVCA Progress Pay Request #1 in the total amount of \$143,936.00 less 5% retention of \$7,196.80 for a total progress payment of \$136,739.20.  
11/23 RBM       Award a contract to Photovoltaics California in the amount of \$663,858.00 and issue a Notice to Proceed when all contract documents are in place.

**COST:**

**BUDGETARY WARRANT:**

Eng CIP #6 Budget - \$663,858.00

**MOTION:**

Approve PVCA Progress Pay Request #3 in the total amount of \$153,897.50 less 5% retention of \$7,694.87 for a total progress payment of \$146,202.63.

**COMMITTEE STATUS:**

\_\_\_\_\_ Recommend Board Approval  
\_\_\_\_\_ NO (Rejected)  
  X   Full Board to Review  
\_\_\_\_\_ Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Full Board to Review

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



22588 Byron St  
Hayward, CA 94541  
(510) 610-9590

Bill To

West Kern Water District  
800 Kern Street, PO Box 1105  
Taft, CA 93268 US

**Invoice 7807**

Mar 12, 2024

Project Number 2028  
PO Number Job# 24-4201  
Payment Terms Net-30

**Total Due**

**\$146,202.63**

Due Date

Apr 11, 2024

**South Well (4) Sites Repaneling 6-02, 7-01R, NW3, 7-02**

CUSTOMER NAME

West Kern Water District

PROPERTY NAME

PROPERTY ADDRESS

800 Kern Street, PO Box 1105  
Taft, CA 93268 US

AUTHORIZED BY

Troy T. Turley

CUSTOMER WO

NOTE

**Invoice Summary**

Progress Billing # 003  
See pay app for breakdown

**Parts & Materials**

Date	Item Name	Description	Quantity	Unit Price	Price Subtotal
	PA-003 SOV 0001	Engineering	1	\$0.00	\$0.00
	PA-003 SOV 0002	Bonding	1	\$0.00	\$0.00
	PA-003 SOV 0003	Labeling	1	\$0.00	\$0.00
	PA-003 SOV 0004	Mobilization	1	\$9,930.00	\$9,930.00
	PA-003 SOV 0005	De Energize	1	\$1,975.00	\$1,975.00
	PA-003 SOV 0006	Module Documentation	1	\$0.00	\$0.00
	PA-003 SOV 0007	Remove Modules	1	\$38,400.00	\$38,400.00
	PA-003 SOV 0008	Prep Existing Modules	1	\$7,915.00	\$7,915.00
	PA-003 SOV 0009	Install New Modules	1	\$56,980.00	\$56,980.00
	PA-003 SOV 0010	Wire Management	1	\$14,637.50	\$14,637.50
	PA-003 SOV 0011	Install Module Connectors	1	\$5,664.50	\$5,664.50
	PA-003 SOV 0012	Re-Commission Arrays & Inverters	1	\$7,220.00	\$7,220.00
	PA-003 SOV 0013	Quality Control	1	\$3,867.50	\$3,867.50



<b>PA-003 SOV 0014</b>	Site restoration/Cleanup	1	\$1,468.00	\$1,468.00
<b>PA-003 SOV 0015</b>	Demobilize Trailer	1	\$5,840.00	\$5,840.00
<b>PA-003 SOV 0016</b>	Map New Module Serial	1	\$0.00	\$0.00
<b>PA-003 SOV 0017</b>	Post Construction Deliverables	1	\$0.00	\$0.00
<b>RETAINAGE</b>		1	\$-7,694.87	\$-7,694.87
			<b>Subtotal</b>	<b>\$146,202.63</b>
			<b>Total</b>	<b>\$146,202.63</b>
			<b>Balance</b>	<b>\$146,202.63</b>

## Terms of Service

### TERMS & CONDITIONS

All quotations, products and services provided by Seller to the Buyer are furnished only on the following terms and conditions. By accepting delivery of Seller's equipment, components and/or materials ("Products") and/or services ("Services"), Buyer accepts all terms and conditions herein and agrees that these terms and conditions, together with the Seller's quote to Buyer ("Quote") shall constitute the entire agreement between the parties on the subject matter hereof, superseding all other communications. Without limiting the foregoing, Buyer's direction to perform the Services shall be deemed a waiver of, and Seller hereby expressly rejects, any different or additional terms, regardless of whether Seller has acknowledged receipt thereof by signature or otherwise. No modification of any of these terms and conditions shall be valid against Seller unless the modifications appear in a document signed by an authorized officer of Seller.

1. **Acceptance of Quote.** Seller's Quote is valid for 30 days. Buyer must accept Seller's Quote in writing, including by email, and will not be binding upon Seller until accepted by written confirmation or by shipping any Products or providing any Services.

2. **Services.** Seller shall perform Services in accordance with applicable professional standards of care and diligence normally practiced by solar operation and maintenance firms in performing services of a similar nature in California. The foregoing sentence shall not obligate Seller to use optimum practices or methods to the exclusion of all others, but rather to use a spectrum of reasonable and prudent practices and methods that take into consideration the conditions specific to Buyer's site and/or system. All Services shall be performed by qualified technical personnel. All Services shall be performed during normal business hours.

3. **Products.** Seller will endeavor to deliver accepted orders promptly; it is understood, however, that any dates indicated for delivery represent Seller's best current estimates only. Buyer shall inspect all Products upon delivery and provide written notice to Seller, within the earlier of five (5) business days and in any event no later than the date of installation of the Products, of any claim for shortage or other nonconformance. In the event any Product proves to be defective upon arrival and so notified by the Buyer in accordance with this Section 3, Seller's responsibility shall in all events be limited to replacement of the failed or defective Product that it was required to provide under the Seller's Quote. Title to Products shall transfer to Buyer upon Seller's receipt of payment in full for the Services provided. The Buyer is responsible for ensuring Products are appropriately secured, stored and insured upon delivery.

4. **Exclusions.** Labor or materials related to the following items are excluded and are the responsibility of the Buyer:

- coordination with utilities and any other authorities with jurisdiction over the Services, including shutdowns and inspections;
- removal or containment of any asbestos or other hazardous waste;
- permits, fees, and utility company charges;
- temporary power for performing interconnections;
- temporary and permanent fencing, scaffolding or safety access;
- supervision of other trades;
- temporary construction facilities;
- overtime or off-hours work;
- internet access;
- system monitoring;
- moving Buyer's property around the Site;
- concealed structural damage (dry rot, termites, etc.);
- any damage to the parking lot surface caused by industry-standard and non-negligent use of construction vehicles while rendering the Services
- correction of pre-existing conditions or code violations;
- trash removal or cleanup not directly a result of performance of the Services;
- upgrading of existing electrical service or systems.

1. **Buyer Obligations.** If the Buyer is required to provide any products or materials to the Seller, the Buyer warrants that such products or materials will be new and without defect or other nonconformance. The Buyer will supply all requested products, materials and documents to the Seller in a timely manner, including original electrical drawings, existing equipment specifications, monitoring access and utility documentation. The Buyer will ensure that the Seller has open site access without conditions.

2. **Prices.** Quoted prices and delivery dates are subject to Product availability and prices are valid only for the quantities and payment schedule specified. Prices do not include any applicable taxes (including without limitation sales, use, excise, property, or other similar taxes), or additional charges such as expediting or special packaging, all of which shall be separately stated on Seller's invoice and paid by Buyer in addition to the prices quoted or invoiced.

3. **Payment Terms.** Payment terms are net 15 days from date of invoice. Buyer shall pay Seller the Fees via wire transfer in immediately available funds to Seller's account at such bank or banks as may be designated by Seller from time to time. At the Seller's discretion, and with the Seller's prior written authorization, the Buyer may make payment via credit card or check. Deposits or down payments, if any, are non-refundable; no discount for early payment is authorized

without Seller's written consent. Payment terms shall not be affected by any delay in delivery, installation or acceptance. The Seller may invoice, and be due payment from the Buyer, for any Products delivered to site or in the Seller's possession, regardless of whether such Products have been installed.

Partial shipments are billed as made and payable

on the terms above. Credit limits and extensions are subject to review and approval by Seller in its sole discretion, and Seller may change its terms of sale or require prior payment when, in the opinion of Seller, the financial condition or previous payment record of Buyer so warrants. Seller shall not be obligated to extend credit to any Buyer. Should Buyer become delinquent in any payment due, Seller at its own discretion may, without prejudice to any other remedies available to it, institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including outstanding interest charges, if any.

4. **Time.** Dates for performance of the Services and delivery of Products are estimates only and the Seller provides no guarantee as to the completion dates for Services or delivery dates for Products. The Seller will use reasonable efforts to perform Services and deliver Products in a timely manner.

5. **Changes.** The Seller may only perform changes to the Services that are directed in writing by the Buyer and agreed upon by the Seller ("Changes"). The Seller is under no obligation to perform changes to the Services requested by the Buyer. Changes will be performed on a trade and materials rate specified by the Seller.

6. **Warranty.** Products provided by Seller will be covered by any standard, printed warranties provided by the manufacturer of such Product. Such warranties, including all limitations and exclusions therein, are incorporated herein by reference. Such warranties will be effective, and Seller will be obligated to honor such warranties, only upon Seller's receipt of payment in full for the Product(s) to be warranted and only to the extent the manufacturer honors such warranties. Warranties will be void and of no effect if the Products have been altered, damaged, or misused or replaced, repaired or disassembled without Seller's prior written authorization. Warranties do not cover any damage or defect due to relocation, accident, negligence, failure of electrical power, tampering, or failure to follow Seller's or manufacturer's handling, operating and maintenance instructions. These warranties are valid until 90 days after the date of delivery of the Product or performance of the Services, whichever is the earlier. Except for any warranties expressly set forth in the Quote, Seller

makes no warranties, either express or implied, with respect to the Services or any Products provided thereunder, including any warranty of merchantability or fitness for a particular purpose, and any and all such warranties are disclaimed.

7. **Limitation of Liability.** Seller's total liability with respect to any and all claims regardless of the form of action whether in contract, tort, strict liability or otherwise, arising out of or in connection with the performance or non-performance of any of Seller's obligations under this Agreement shall be solely for Buyer's direct damages. Seller shall not be liable for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, or loss of use/data/revenue/profit, whether arising out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable. In no event shall Seller's aggregate liability to the Buyer, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the price as set forth in the Seller's Quote.

1. **Force Majeure.** Neither party shall be liable for non-performance or delay in performance of any obligation (other than payment of monetary sums due) to the extent caused by events or circumstances beyond such party's reasonable control and without negligence on its part, provided that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance with reasonable dispatch whenever such causes are removed. For delays resulting from any such causes, performance shall be correspondingly extended.

2. **Existing Conditions.** The Seller is not liable for any existing site or plant conditions, including to the extent they damage the Products installed by the Seller or require additional installation Services to be performed by the Seller. The Buyer remains responsible for all existing site and plant conditions and warrants that the existing plant is in good and proper working condition and complies with all laws, codes, rules, regulations and professional standards.

3. **Insurance.** The Seller has the following insurance:

- workers' compensation: coverage as required by law;
- employer's liability up to \$1,000,000; and
- commercial general liability up to \$1,000,000 each occurrence and \$2,000,000 in the general aggregate.

4. Finance Charges and Collection Expenses. A finance charge of the lesser of 1.50% per month (18% per annum) or the maximum amount allowed by law shall apply to all unpaid invoices past the due date, until paid in full. In any lawsuit or legal proceeding brought by Seller to collect any unpaid amounts, Seller shall be entitled to recover all costs and expenses of collection (including, without limitation, reasonable attorneys' fees). Seller may set off against any sum otherwise due from Seller to Buyer any sums or amounts then due from Buyer to Seller.

5. Confidentiality. Buyer acknowledges that the Services and all related software, documentation and technology are based upon and embody various confidential and/or proprietary technology, processes, methods, information, and trade secrets of Seller and its suppliers and licensors. Buyer shall maintain the confidentiality of all such confidential and proprietary information and trade secrets using the same degree of care used to protect its own similar confidential information, but not less than reasonable care. Buyer must not disclose Seller's confidential information to competitors of the Seller.

6. Termination. Either party may terminate this Agreement at any time, with or without cause upon fourteen (14) days' prior written notice to the other party. Where this Agreement is terminated for the Buyer's convenience or due to a default or nonconformance by the Buyer, including an event of insolvency, the Seller is entitled to payment for any Services performed, including margin for overhead and profits, and Products purchased prior to the date of termination.

7. Governing Law and Jurisdiction. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any lawsuit or legal proceeding shall be commenced solely and exclusively in a state or federal court located in the city of San Francisco, CA and the parties hereby consent to the exclusive jurisdiction of such courts.

8. Miscellaneous. These Terms and Conditions may be amended or modified by Seller in whole or in part at any time by written notice. Seller's rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity. Failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or any other provision nor of the right to enforce such provision. The invalidity, in whole or in part, of any provision hereof shall not affect the remaining provisions. Any waiver of a claim or right arising out of breach must be in writing and signed by the injured party. Section headings herein are for convenience only, and may not be used in the interpretation hereof. These Terms and Conditions apply to any Services performed by, or Products provided by, the Seller to the Buyer prior to the date of this agreement.

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO: West Kern Water District PROJECT: South Well (4) Sites  
 ADDRESS: 800 Kern Street, PO Box 1105, Repancling 6-02, 7-01R, NW3, 7-02  
 Taft, CA 93268 ADDRESS: ,  
 CONTRACTOR: PVCA PROJECT NUMBER: 2028  
 ADDRESS: 22588 Byron St, Hayward, CA 94541  
 CONTRACT FOR: Job# 24-4201

APPLICATION NO: 3 DISTRIBUTION TO:  
 PERIOD: 02/17/2024 TO 03/15/2024  
 INVOICE NO: 7807  
 CUSTOMER'S PROJECT NUMBER:  
 CONTRACT DATE: Nov 14, 2023

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	MECHANICAL ENGINEER
<input type="checkbox"/>	ELECTRICAL ENGINEER
<input type="checkbox"/>	GENERAL CONTRACTOR
<input type="checkbox"/>	MECHANICAL CONTRACTOR
<input type="checkbox"/>	ELECTRICAL CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- ORIGINAL CONTRACT SUM \$663,858.00
- Net change by Change Orders Additions / Deductions \$0.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$663,858.00
- TOTAL COMPLETED & STORED TO DATE (Column G Original Contract Continuation Sheet Attached) \$433,839.00
- RETAINAGE
  - 5 % of Completed Work \$21,691.95
  - 0 % of Materials Stored \$0.00
 Total Retainage Billed \$0.00 / \$21,691.95
- TOTAL EARNED LESS RETAINAGE \$412,147.05
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$265,944.43
- CURRENT PAYMENT DUE THIS PERIOD \$146,202.63
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$251,710.95

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this day \_\_\_\_\_ this month \_\_\_\_\_ this year

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## VERIFIER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

## VERIFICATION

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved in this Period	\$0.00	\$0.00
Totals	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

# CONTINUATION SHEET

# ORIGINAL CONTRACT

Document Continuation Original Contract, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO: 3  
 APPLICATION DATE: 03/12/2024  
 PROJECT PERIOD: 02/17/2024 TO 03/15/2024  
 PROJECT NUMBER: 2028  
 CONTRACT DATE: Nov 14, 2023  
 CONTRACT FOR: Job# 24-4201

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (G x RETAINAGE %)
			FROM PREVIOUS APPLICATION				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		
	<b>ORIGINAL CONTRACT</b>									
SOV 0001	Engineering	\$34,800.00	\$34,800.00	\$0.00	\$0.00	\$0.00	\$34,800.00	100.00%	\$0.00	\$1,740.00
SOV 0002	Bonding	\$26,320.00	\$26,320.00	\$0.00	\$0.00	\$0.00	\$26,320.00	100.00%	\$0.00	\$1,316.00
SOV 0003	Labeling	\$5,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,090.00	\$0.00
SOV 0004	Mobilization	\$39,720.00	\$19,860.00	\$9,930.00	\$9,930.00	\$0.00	\$29,790.00	75.00%	\$9,930.00	\$1,489.50
SOV 0005	De Energize	\$7,900.00	\$3,950.00	\$1,975.00	\$1,975.00	\$0.00	\$5,925.00	75.00%	\$1,975.00	\$296.25
SOV 0006	Module Documentation	\$11,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,760.00	\$0.00
SOV 0007	Remove Modules	\$153,600.00	\$76,800.00	\$38,400.00	\$38,400.00	\$0.00	\$115,200.00	75.00%	\$38,400.00	\$5,760.00
SOV 0008	Prep Existing Modules	\$31,660.00	\$15,830.00	\$7,915.00	\$7,915.00	\$0.00	\$23,745.00	75.00%	\$7,915.00	\$1,187.25
SOV 0009	Install New Modules	\$162,800.00	\$65,120.00	\$56,980.00	\$56,980.00	\$0.00	\$122,100.00	75.00%	\$40,700.00	\$6,105.00
SOV 0010	Wire Management	\$58,550.00	\$14,637.50	\$14,637.50	\$14,637.50	\$0.00	\$29,275.00	50.00%	\$29,275.00	\$1,463.75
SOV 0011	Install Module Connectors	\$22,658.00	\$5,664.50	\$5,664.50	\$5,664.50	\$0.00	\$11,329.00	50.00%	\$11,329.00	\$566.45

**CONTINUATION SHEET**

**ORIGINAL CONTRACT**

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (G x RETAINAGE %)
			FROM PREVIOUS APPLICA- TION							
	<b>ORIGINAL CONTRACT</b>									
SOV 0012	Re-Commission Arrays & Inverters	\$28,880.00	\$7,220.00	\$7,220.00	\$7,220.00	\$0.00	\$14,440.00	50.00%	\$14,440.00	\$722.00
SOV 0013	Quality Control	\$15,470.00	\$3,867.50	\$3,867.50	\$3,867.50	\$0.00	\$7,735.00	50.00%	\$7,735.00	\$386.75
SOV 0014	Site restoration/Cleanup	\$14,680.00	\$5,872.00	\$5,872.00	\$1,468.00	\$0.00	\$7,340.00	50.00%	\$7,340.00	\$367.00
SOV 0015	Demobilize Trailer	\$11,680.00	\$0.00	\$0.00	\$5,840.00	\$0.00	\$5,840.00	50.00%	\$5,840.00	\$292.00
SOV 0016	Map New Module Serial	\$19,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,410.00	\$0.00
SOV 0017	Post Construction Deliverables	\$18,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,880.00	\$0.00
	<b>GRAND TOTALS</b>	\$663,858.00	\$279,941.50	\$153,897.50	\$425,699.00	\$0.00	\$230,019.00	65.35%	\$21,691.95	

**FINANCE COMMITTEE SUMMARY REPORT**  
**For the**  
**Regular Board Meeting of March 26, 2024**

**MEMBERS:**

Gary Morris  
Scott Niblett

**DATE OF MEETING**

**March 19, 2024**

**STAFF ATTENDING:**

Greg Hammett  
Sunny Kapoor  
Adeana McDaniel-Furman

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. Discussion and Appropriate Action Regarding:  
Cash Flow for February, 2024**
  
- ii. Discussion and Appropriate Action Regarding:  
Capital Improvement Budget Comparison and Equipment Procurement**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION**

- 1. Discussion and Appropriate Action Regarding:  
Accounts Payable for March, 2024**

**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**       **FINANCE COMMITTEE  
(Morris, Niblett)**

**AGENDA ITEM:**    **i. Discussion and Appropriate Action Regarding:  
Cash Flow Reports for February, 2024**

**BACKGROUND INFORMATION:**

Attached for your information are the following Cash Flow reports:

1. Monthly Investment Breakdown
2. Statement of Revenue (Actual)
3. Sources and Applications of Cash
4. Balance Sheet

**JUSTIFICATION**

**STAFF RECOMMENDATIONS:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

<input type="checkbox"/>	Recommend Board Approval
<input type="checkbox"/>	NO (Rejected)
<input type="checkbox"/>	Full Board to Review
<input checked="" type="checkbox"/>	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Recommended this item be added to Consent Agenda

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**



**WEST KERN WATER DISTRICT  
INVESTMENT BREAKDOWN  
MONTHLY REPORT  
February 29, 2024**

<i>Type Of Investment Issuer</i>	<i>Maturity</i>	<i>Total Cost Basis</i>	<i>Par Value</i>	<i>Yield</i>	<i>Market Value</i>
United Security Bank				0.10%	\$4,431,714
Cash In L.A.I.F.				0.20%	\$6,016,394
Solar Project Repayment Fund				0.20%	\$0
<b>Medium Term Notes</b>					
<b>Certificates of Deposit</b>					
Toyota Financial Savings Bank	09/16/24	\$245,000	\$245,000	0.66%	\$239,130
UBS Bank	09/23/24	\$245,000	\$245,000	0.66%	\$238,887
Traditions Bank	11/04/24	\$245,000	\$245,000	4.66%	\$244,169
Sandy Spring Bank	11/15/24	\$90,000	\$90,000	4.90%	\$89,890
Beal Bank	01/29/25	\$245,000	\$245,000	1.13%	\$236,427
Beal Bank	01/29/25	\$245,000	\$245,000	1.13%	\$236,427
JP Morgan Chase Bank	01/31/25	\$245,000	\$245,000	1.29%	\$236,680
Ally Bank	02/03/25	\$245,000	\$245,000	1.19%	\$236,393
American Express Natl Bank	03/03/25	\$245,000	\$245,000	1.85%	\$237,319
Barclays Bank	03/10/25	\$245,000	\$245,000	1.75%	\$236,950
Oceanfirst Bank	03/10/25	\$245,000	\$245,000	1.70%	\$236,827
BMO Harris Bank	05/27/25	\$245,000	\$245,000	4.85%	\$244,672
Discover Bank	08/08/25	\$245,000	\$245,000	3.47%	\$239,948
Comenity Bank	10/14/25	\$200,000	\$200,000	4.37%	\$196,723
Morgan Stanley Bank	10/27/25	\$245,000	\$245,000	4.66%	\$244,290
Capitol One	11/17/25	\$225,000	\$225,000	4.89%	\$225,455
Sallie Mae Bank	11/18/25	\$247,000	\$247,000	4.98%	\$247,781
BMW Bank	02/23/26	\$245,000	\$245,000	4.46%	\$243,912
Amerant Bank	03/02/26	\$245,000	\$245,000	4.42%	\$243,702
Celtic Bank	03/17/26	\$245,000	\$245,000	4.69%	\$245,176
Morgan Stanley Pvt Bank	04/20/26	\$240,000	\$240,000	4.55%	\$239,532
Park Street Bank	08/10/26	\$130,000	\$130,000	4.71%	\$130,850
Synchrony Bank	08/25/26	\$245,000	\$245,000	4.76%	\$246,891
BNY Mellon NA	10/13/26	\$150,000	\$150,000	4.88%	\$152,032
Loyal TR Bank	10/20/26	\$243,000	\$243,000	4.97%	\$246,878
Cash Equivalents					\$113,435
Total Notes/Certificates					\$5,730,376
<b>TOTAL INVESTMENT</b>					<b>\$16,178,484</b>
<b>LAIF CONST FUND</b>					<b>\$2,572,410</b>
<b>KC R&amp;R PROJECT FUND</b>					<b>\$125</b>
<b>KC SOLAR PROJECT FUND</b>					<b>\$534,008</b>

THE PORTFOLIO IS IN COMPLIANCE WITH THE INVESTMENT POLICY OF THE DISTRICT

THE DISTRICT HAS SUFFICIENT FINANCES TO MEET ITS EXPENDITURE REQUIREMENTS  
FOR THE NEXT SIX MONTHS

**WEST KERN WATER DISTRICT  
STATEMENT OF DEDICATED REVENUE (ACTUAL)**  
(July 1, 2023 thru June 30, 2024)

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TO DATE</u>	<u>OVER UNDER</u>	
<b>REVENUE</b>															
Water Sales-Residential	\$308,548	\$449,784	\$298,446	\$280,166	\$275,202	\$205,576	\$177,599	\$207,359					\$2,202,680	-11.77%	\$293,716
Water Sales-Industrial	\$596,486	\$710,731	\$602,453	\$644,274	\$606,237	\$534,113	\$534,439	\$546,823					\$4,775,556	-4.04%	\$201,037
Water Sales-Elk Hills	\$27,623	\$35,944	\$40,552	\$27,369	\$21,058	\$15,652	\$12,655	\$18,558					\$199,411	-67.52%	\$414,544
Water Sales-Golf Course/Park	\$41,703	\$47,747	\$33,189	\$33,616	\$20,654	\$10,608	\$971	\$157					\$188,645	-26.51%	\$68,036
Water Sales-Prison	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					\$0		\$0
La Paloma Generating Co.	\$38,770	\$260,570	\$286,717	\$53,196	\$338,110	\$235,324	\$83,851	\$64,952					\$1,361,490	0.15%	-\$2,035
Elk Hills Power LLC	\$221,294	\$317,461	\$321,358	\$301,871	\$297,911	\$179,826	\$271,751	\$216,347					\$2,127,819	10.44%	-\$201,178
Sunrise Power Co LLC	\$174,082	\$274,386	\$269,985	\$213,166	\$261,299	\$216,337	\$178,522	\$227,998					\$1,815,775	-18.89%	\$422,783
Non-Operating Revenue	\$298,304	\$61,708	\$112,387	\$79,016	\$300,054	\$45,083	\$1,895,619	\$833,080					\$3,625,251	70.63%	-\$1,500,587
<b>Total Revenue</b>	<b>1,706,810</b>	<b>2,158,331</b>	<b>1,965,087</b>	<b>1,632,674</b>	<b>2,120,525</b>	<b>1,442,519</b>	<b>3,155,407</b>	<b>2,115,274</b>					<b>\$16,296,627</b>	<b>1.90%</b>	<b>-\$303,685</b>
<b>OPERATING EXPENSES</b>															
Source of Supply	\$474,655	\$498,983	\$499,394	\$435,636	\$431,689	\$403,182	\$345,932	\$345,705					\$3,435,176	0.00%	\$0
Production	\$135,503	\$151,290	\$174,197	\$177,923	\$143,381	\$163,622	\$142,175	\$105,303					\$1,193,394	-16.13%	\$229,499
Power (Gas, Propane, Elec.)	\$0	\$48,422	\$245,583	\$248,686	\$312,289	\$182,410	\$230,302	\$235,899					\$1,503,591	-50.82%	\$1,553,987
Engineering	\$38,078	\$42,632	\$52,341	\$39,315	\$41,802	\$40,165	\$52,642	\$20,532					\$327,507	-16.39%	\$64,207
Transmission & Distribution	\$117,726	\$159,789	\$145,838	\$136,121	\$132,600	\$149,179	\$145,386	\$86,749					\$1,073,388	-2.31%	\$25,425
Customer Accounts	\$96,301	\$115,582	\$103,352	\$110,190	\$106,550	\$105,244	\$114,871	\$56,523					\$808,613	6.01%	-\$45,851
Field Services	\$64,308	\$97,343	\$68,951	\$62,447	\$68,004	\$63,752	\$73,404	\$42,791					\$541,000	-22.18%	\$154,200
General & Administration	\$409,520	\$655,103	\$523,449	\$525,302	\$1,315,455	\$567,654	\$498,133	\$437,750					\$4,932,366	12.21%	-\$536,861
<b>Total Operating Exp.</b>	<b>1,336,091</b>	<b>1,769,144</b>	<b>1,813,105</b>	<b>1,735,620</b>	<b>2,551,770</b>	<b>1,675,208</b>	<b>1,602,845</b>	<b>1,331,252</b>				<b>0</b>	<b>\$13,815,035</b>	<b>-9.47%</b>	<b>\$1,444,606</b>
<b>Dedicated Revenue</b>	<b>370,719</b>	<b>389,187</b>	<b>151,982</b>	<b>-102,946</b>	<b>-431,245</b>	<b>-232,689</b>	<b>1,552,562</b>	<b>784,022</b>				<b>0</b>	<b>\$2,481,592</b>		

**WEST KERN WATER DISTRICT  
STATEMENT OF DEDICATED REVENUE (BUDGETED)**  
(July 1, 2023 thru June 30, 2024)

	<u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	<u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>TO DATE</u>	<u>OVER</u>
<b>REVENUE</b>														
Water Sales-Domestic	\$406,287	\$383,390	\$414,290	\$346,407	\$293,580	\$242,600	\$213,827	\$196,015	\$198,457	\$217,816	\$279,591	\$298,140	\$2,496,396	\$3,490,400
Water Sales-Indus.	\$637,258	\$673,551	\$609,211	\$661,155	\$670,719	\$589,360	\$561,989	\$573,348	\$549,327	\$541,738	\$558,366	\$636,277	\$4,976,593	\$7,262,300
Water Sales-Elk Hills	\$85,614	\$83,154	\$91,860	\$80,287	\$69,581	\$69,946	\$68,404	\$65,108	\$67,183	\$63,077	\$82,439	\$94,177	\$613,955	\$920,830
Water Sales-Golf Course/Park	\$49,264	\$61,243	\$52,432	\$40,466	\$13,624	\$12,993	\$12,882	\$13,777	\$12,701	\$21,581	\$23,774	\$44,263	\$256,681	\$359,000
Water Sales-Prison	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
La Paloma Generating Co.	\$203,103	\$234,362	\$225,690	\$157,501	\$174,872	\$166,188	\$96,698	\$101,041	\$133,604	\$101,041	\$88,015	\$110,885	\$1,359,455	\$1,793,000
Elk Hills Power LLC	\$270,731	\$301,330	\$293,171	\$227,932	\$244,212	\$236,052	\$173,175	\$180,038	\$203,564	\$174,854	\$171,963	\$182,978	\$1,926,641	\$2,660,000
Sunrise Power Co LLC	\$298,668	\$331,159	\$322,498	\$258,183	\$275,011	\$273,846	\$238,646	\$240,547	\$250,357	\$242,387	\$239,043	\$239,655	\$2,238,558	\$3,210,000
Non-Oper. Revenue	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,587	\$2,124,664	\$3,187,000
<b>Total Revenue</b>	<b>2,216,508</b>	<b>2,333,772</b>	<b>2,274,736</b>	<b>2,037,515</b>	<b>2,007,182</b>	<b>1,856,568</b>	<b>1,631,204</b>	<b>1,635,457</b>	<b>1,680,776</b>	<b>1,628,077</b>	<b>1,708,774</b>	<b>1,871,961</b>	<b>15,992,942</b>	<b>\$22,882,530</b>
<b>OPERATING EXPENSES</b>														
Source of Supply	\$474,655	\$498,983	\$499,394	\$435,636	\$431,689	\$403,182	\$345,932	\$345,705	\$366,228	\$354,273	\$364,217	\$377,106	\$3,435,176	\$4,897,000
Production	\$181,285	\$174,873	\$179,641	\$178,135	\$176,604	\$184,433	\$177,617	\$170,305	\$182,272	\$177,617	\$177,998	\$176,483	\$1,422,893	\$2,137,263
Power (Gas, Propane, Elec.)	\$438,464	\$438,488	\$445,038	\$429,209	\$390,470	\$311,446	\$292,283	\$312,180	\$292,957	\$315,522	\$301,155	\$369,944	\$3,057,578	\$4,337,156
Engineering	\$51,760	\$46,443	\$50,837	\$46,141	\$51,899	\$54,541	\$47,816	\$42,277	\$49,323	\$47,972	\$49,504	\$46,444	\$391,714	\$584,957
Trans. & Distribution	\$139,356	\$134,663	\$138,214	\$134,427	\$140,962	\$144,286	\$135,801	\$131,104	\$138,938	\$135,694	\$137,072	\$136,065	\$1,098,813	\$1,646,582
Customer Accts.	\$95,869	\$94,406	\$95,590	\$94,170	\$96,819	\$97,715	\$94,784	\$93,409	\$95,782	\$94,784	\$95,306	\$95,469	\$762,762	\$1,144,103
Field Services	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$86,900	\$87,620	\$695,200	\$1,043,520
General & Admin.	\$478,960	\$478,960	\$478,960	\$478,960	\$1,042,785	\$478,960	\$478,960	\$478,960	\$478,960	\$478,960	\$478,960	\$1,983,148	\$4,395,505	\$7,815,533
<b>Total Operating Exp.</b>	<b>\$1,947,249</b>	<b>\$1,953,716</b>	<b>\$1,974,574</b>	<b>\$1,883,578</b>	<b>\$2,418,128</b>	<b>\$1,761,463</b>	<b>\$1,660,093</b>	<b>\$1,660,840</b>	<b>\$1,691,360</b>	<b>\$1,691,722</b>	<b>\$1,691,112</b>	<b>\$3,272,279</b>	<b>\$15,259,641</b>	<b>\$23,606,114</b>
<b>Dedicated Revenue</b>	<b>\$269,259</b>	<b>\$380,056</b>	<b>\$300,162</b>	<b>\$153,937</b>	<b>-\$410,946</b>	<b>\$95,105</b>	<b>-\$28,889</b>	<b>-\$25,383</b>	<b>-\$10,584</b>	<b>-\$63,645</b>	<b>\$17,662</b>	<b>-\$1,400,318</b>	<b>\$733,301</b>	<b>-\$723,584</b>

**WEST KERN WATER DISTRICT  
SOURCES & APPLICATIONS OF CASH (ACTUAL)  
JULY 1, 2023 thru JUNE 30, 2024**

	2023 <u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	2024 <u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>
Beginning Bank & Agency	\$16,065,358	\$14,635,085	\$15,249,956	\$15,769,666	\$15,927,233	\$15,848,452	\$13,711,591	\$16,106,478	\$16,712,617			
Cash Available for Projects	\$2,540,410	\$2,544,410	\$2,548,410	\$2,552,410	\$2,556,410	\$2,560,410	\$2,564,410	\$2,568,410	\$2,572,410			
<b>Cash Sources</b>												
Received from A/R	\$1,686,013	\$1,903,178	\$1,562,097	\$1,559,299	\$1,814,750	\$1,810,377	\$3,352,552	\$1,684,565				
Non-Operating	\$202,619	\$162,594	\$358,797	\$152,250	\$407,526	\$135,701	\$195,584	\$149,423				
<b>Total Revenue</b>	<b>\$1,888,632</b>	<b>\$2,065,772</b>	<b>\$1,920,894</b>	<b>\$1,711,549</b>	<b>\$2,222,276</b>	<b>\$1,946,078</b>	<b>\$3,548,136</b>	<b>\$1,833,988</b>				
<b>Cash Applications</b>												
Expenses for Month	\$667,402	\$644,912	\$831,069	\$814,357	\$702,164	\$731,985	\$614,957	\$648,277				
Purch. for Inventory	-\$13,154	\$31,816	-\$3,546	-\$8,187	\$12,811	-\$5,398	\$1,458	\$4,899				
Charges to Jobs	\$4,789	\$275,669	\$129,169	\$272,797	\$459,740	\$212,821	\$106,920	\$161,013				
Equip. Procurement	\$282,984	\$85,303	\$33,407	\$56,177	\$0	\$7,254	\$14,834	\$3,411				
Payroll	\$420,191	\$409,201	\$407,085	\$414,838	\$597,535	\$417,657	\$411,080	\$406,249				
Other Applications	\$1,952,693	\$0	\$0	\$0	\$524,807	\$2,714,620	\$0	\$0				
<b>Total Applications</b>	<b>\$3,314,905</b>	<b>\$1,446,901</b>	<b>\$1,397,184</b>	<b>\$1,549,982</b>	<b>\$2,297,057</b>	<b>\$4,078,939</b>	<b>\$1,149,249</b>	<b>\$1,223,849</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Net Cash Flow</b>	<b>-\$1,426,273</b>	<b>\$618,871</b>	<b>\$523,710</b>	<b>\$161,567</b>	<b>-\$74,781</b>	<b>-\$2,132,861</b>	<b>\$2,398,887</b>	<b>\$610,139</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Ending Bank & Agency	\$17,179,495	\$17,798,366	\$18,322,076	\$18,483,643	\$18,408,862	\$16,276,001	\$18,674,888	\$19,285,027	\$19,285,027	\$0	\$0	\$0

**WEST KERN WATER DISTRICT  
SOURCES & APPLICATIONS OF CASH (PER BUDGET)  
JULY 1, 2023 thru JUNE 30, 2024**

	2023 <u>JULY</u>	<u>AUGUST</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>	<u>DEC.</u>	2024 <u>JAN.</u>	<u>FEB.</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>
Beginning Bank & Agency	\$19,380,019	\$19,661,913	\$20,072,178	\$20,434,987	\$20,497,003	\$19,963,902	\$19,839,581	\$19,424,115	\$19,019,763	\$18,716,036	\$18,330,651	\$16,526,178
<b>Cash Sources</b>												
Received from A/R	\$1,997,876	\$2,126,247	\$2,078,791	\$1,777,998	\$1,743,057	\$1,591,661	\$1,300,516	\$1,311,630	\$1,412,255	\$1,330,597	\$1,414,334	\$1,610,569
Non-Operating	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,583	\$265,587
<b>Total Revenue</b>	<b>\$2,263,459</b>	<b>\$2,391,830</b>	<b>\$2,344,374</b>	<b>\$2,043,581</b>	<b>\$2,008,640</b>	<b>\$1,857,244</b>	<b>\$1,566,099</b>	<b>\$1,577,213</b>	<b>\$1,677,838</b>	<b>\$1,596,180</b>	<b>\$1,679,917</b>	<b>\$1,876,156</b>
<b>Cash Applications</b>												
Expenses for Month	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,260	\$1,619,254
Charges to Jobs	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,767	\$303,770
Equip. Procurement	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,538	\$58,548
Deposits Returned (info)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Applications	\$0	\$0	\$0	\$0	\$560,175	\$0	\$0	\$0	\$0	\$0	\$1,502,825	\$0
<b>Total Applications</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$2,541,740</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$1,981,565</b>	<b>\$3,484,390</b>	<b>\$1,981,572</b>
<b>Net Cash Flow</b>	<b>\$281,894</b>	<b>\$410,265</b>	<b>\$362,809</b>	<b>\$62,016</b>	<b>-\$533,100</b>	<b>-\$124,321</b>	<b>-\$415,466</b>	<b>-\$404,352</b>	<b>-\$303,727</b>	<b>-\$385,385</b>	<b>-\$1,804,473</b>	<b>-\$105,416</b>
Ending Bank & Agency	\$19,661,913	\$20,072,178	\$20,434,987	\$20,497,003	\$19,963,902	\$19,839,581	\$19,424,115	\$19,019,763	\$18,716,036	\$18,330,651	\$16,526,178	\$16,420,762



**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **FINANCE COMMITTEE  
(Morris, Niblett)**

**AGENDA ITEM:**    ii.        **Discussion and Appropriate Action Regarding:  
Capital Improvements Budget Comparison and  
Equipment Procurement**

**BACKGROUND INFORMATION:**

Attached for your information are the Capital Improvements Budget Comparison and Equipment Procurement Report

**JUSTIFICATION:**

**STAFF RECOMMENDATIONS:**

**PREVIOUS ACTIONS:**

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

**COMMITTEE STATUS:**

_____	Recommend Board Approval
_____	NO (Rejected)
_____	Full Board to Review
<u>  X  </u>	Under Review (No Action Required)

**COMMITTEE RECOMMENDATIONS:**

Recommended this item be added to Consent Agenda

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

WEST KERN WATER DISTRICT  
2023 - 2024  
**CAPITAL IMPROVEMENT PROJECTS BUDGET**

Board Meeting  
March 26, 2024

JOB #		Budget Amount	Total To Date 23/24 Budget	Over (Under) Budget	
<b>T &amp; D DEPARTMENT</b>					
1	22-1300 South Taft Water System Improvements Phase III (WKWD's Cost Share)	228,637	12,828	(215,809)	5.6%
2	Hwy 119 2.5" Pipeline Replacement	41,867		(41,867)	0.0%
3	24-1302 400-500 Philippine St Pipeline Replacement	60,167	13,065	(47,102)	21.7%
4	24-1303 10th St Pipeline Replacement - North St. to Main St.	78,862	55,636	(23,226)	70.5%
5	Reserve for Unfunded Capital Improvements	25,000		(25,000)	0.0%
R1					
R2					
<b>Total \$ used for Unfunded projects:</b>			<b>0</b>		<b>0.0%</b>
<b>Total T &amp; D Dept.</b>		<b>434,533</b>	<b>81,529</b>	<b>(353,004)</b>	<b>18.8%</b>
<b>PRODUCTION DEPARTMENT</b>					
1	Murphy Controller (2)	39,464		(39,464)	0.0%
2	24-9400 Radio/OIT Replacement	162,286	1,295	(160,991)	0.8%
3	La Paloma Screen Maintenance	25,412		(25,412)	0.0%
4	Cathodic Protection Tank #13	28,989		(28,989)	0.0%
5	24-3300 Cathodic Protection Tank #24	25,644	13,243	(12,401)	51.6%
6	Reserve for Unfunded Capital Improvements	50,000		(50,000)	0.0%
R1	22-6202 Well NW3 Rehabilitation		109,031		
R2					
<b>Total \$ used for Unfunded projects:</b>			<b>109,031</b>		<b>218.1%</b>
<b>Total Production Dept.</b>		<b>331,795</b>	<b>123,569</b>	<b>(208,226)</b>	<b>37.2%</b>
<b>ENGINEERING DEPARTMENT</b>					
1	23-3101 Maricopa Heights Tank #24 Interior Recoat & Exterior Overcoat	757,123	744,709	(12,414)	98.4%
2	Well NW1 Rehabilitation	465,268		(465,268)	0.0%
3	Well 6-06 Rehabilitation	69,410		(69,410)	0.0%
4	Well 6-03 Rehabilitation	62,810		(62,810)	0.0%
5	Expand District Groundwater Recharge Facilities in SRRP	369,843		(369,843)	0.0%
6	24-4200 Solar Panel Replacements - 3 Sites NW2, 4, & 5	454,667	496,560	41,893	109.2%
7	24-4201 Solar Panel Replacements - 4 Sites 7-01R, 6-02, 7-02 & NW3 Solar Panel Repla	614,556	149,649	(464,907)	24.4%
8	Reserve for Unfunded Capital Improvements	35,000		(35,000)	
R1	24-4400 South Levee Road Repair		34,090		
R2					
<b>Total \$ used for Unfunded projects:</b>			<b>34,090</b>		<b>97.4%</b>
<b>Total Engineering Dept.</b>		<b>2,828,677</b>	<b>1,425,008</b>	<b>(1,437,759)</b>	<b>50.4%</b>
<b>FIELD SERVICES DEPARTMENT</b>					
1	Reserve for Unfunded Capital Improvements	25,000		(25,000)	
R1					
R2					
<b>Total \$ used for Unfunded projects:</b>			<b>0</b>		<b>0.0%</b>
<b>Total Field Services Dept.</b>		<b>25,000</b>	<b>0</b>	<b>(25,000)</b>	<b>0.0%</b>
<b>GENERAL &amp; ADMINISTRATIVE DEPARTMENT</b>					
1	Well 6-03 Sounding Tube Repair	25,200		(25,200)	0.0%
2	Reserve for Unfunded Capital Improvements	0		0	
R1	23-4101 Expand District Groundwater Recharge Facilities		851		
R2					
<b>Total \$ used for Unfunded projects:</b>			<b>851</b>		
<b>Total Gen/Adm Dept.</b>		<b>25,200</b>	<b>851</b>	<b>(25,200)</b>	<b>3.4%</b>
<b>TOTAL CAPITAL IMPROVEMENT PROJECTS</b>		<b>3,645,205</b>	<b>1,630,957</b>	<b>(2,049,189)</b>	<b>44.7%</b>

WEST KERN WATER DISTRICT  
2023 - 2024  
**EQUIPMENT PROCUREMENT BUDGET**  
Board Meeting  
March 26, 2024

			Trade-In	Budget Amount	ACTUAL COST \$	Over (Under) Budget
<b>T &amp; D DEPARTMENT</b>						
1	TD-2401	Seba HL-7000-US Pro Electro-Acoustic Leak Detector		7,254	7,254	0
2	TD-2402	Large Landscape AMR Meters		20,000		(20,000)
3	TD-2403	Emergency Repair Parts & Pipe		23,740		(23,740)
<b>Total T &amp; D Dept.</b>				<b>50,994</b>	<b>7,254</b>	<b>(43,740)</b>

**PRODUCTION DEPARTMENT**

1	PD-2401	Spare Engine Parts		112,064	25,666	(86,398)
2	PD-2402	Catalyst		59,966	59,899	(67)
3	PD-2403	Weed Sprayer Trailer		16,967	16,720	(247)
4	PD-2404	Tractor Enclosure		13,384		(13,384)
5	PD-2405	Emission's Analyzer		14,971	13,683	(1,288)
6	PD-2406	Spare Air Compressor		9,901	12,939	3,038
7	PD-2407	Badger Meters AMR - NWF Replacements (5)		39,152	39,457	305
<b>Total Production Dept.</b>				<b>266,405</b>	<b>168,363</b>	<b>(98,042)</b>

**GENERAL & ADMINISTRATIVE DEPARTMENT**

1	AD-2401	Forklift #302		57,445		(57,445)
2	AD-2402	Purchase New Truck due to Mileage #184		59,661		(59,661)
3	AD-2403	Purchase New Truck due to Mileage #179		59,661		(59,661)
4	AD-2404	Purchase New Truck due to Mileage #103		83,964		(83,964)
5	AD-2405	Laptop/workstation combo w/docking (GH, AC, WAR,WW)		7,865	3,516	(4,349)
6	AD-2406	Dataloggers for NMW1 & NMW2		16,453		(16,453)
<b>Total Gen/Adm Dept.</b>				<b>285,049</b>	<b>3,516</b>	<b>(281,533)</b>

**ENGINEERING DEPARTMENT**

<b>Total Field Services Dept.</b>			<b>0</b>	<b>0</b>	<b>0</b>
-----------------------------------	--	--	----------	----------	----------

**FIELD SERVICES DEPARTMENT**

1	FD-2401	Cla-Val Parts		10,000	13,194	3,194
2	FD-2402	Meter Boxes - 60		7,853	8,058	205
3	FD2403	AMR Cell Cards (Endpoints) w/Data - 200		50,264		(50,264)
4	FD2404	Cogen AMR Meters (4)		31,900		(31,900)
<b>Total Field Services Dept.</b>				<b>100,017</b>	<b>21,253</b>	<b>(78,764)</b>

<b>TOTAL EQUIPMENT PROCUREMENT</b>			<b>702,465</b>	<b>200,386</b>	<b>(502,079)</b>
------------------------------------	--	--	----------------	----------------	------------------





WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
	ABC HEALTH PROFESSIONALS INC. ABC OCCUPATIONAL MEI MRO SERVICES		\$20.00 <b>\$20.00 **</b>
	Access VG LLC	ACCESS PERKS EMPLOYEE DISCOUNT PROGRAM 3/24 - 2/25	\$1,200.00 <b>\$1,200.00 **</b>
	APPLIED TECHNOLOGY GROUP INC	FCC COORDINATION FCC FILING FEE APPLICATION PREP IN HOUSE LAB	\$1,835.00 <b>\$1,835.00 **</b>
	ARAMBULA VICTORIO RODRIGUEZ	Refund Check 018784-000 702 TAYLOR	\$39.72 <b>\$39.72 **</b>
	ARGO CHEMICAL INC	CHLORINE - 600 QTY 4.58 / LB	\$4,733.13 <b>\$4,733.13 **</b>
	BADGER METER INC	2- SERVICE ELEM 1-1/2-2"UL 12-CAGE SEAL 1-1/2" & 2" 12 CAGE	\$1,067.33 <b>\$1,067.33 **</b>
	BOGIE CHANCE	Refund Check 017345-000 106 TAYLOR	\$30.64 <b>\$30.64 **</b>
	BURELL III BILLY	Refund Check 006108-002 604 TYLER	\$38.54 <b>\$38.54 **</b>
	COMONFORT VIVAR AGUSTINA	Refund Check 018749-001 311 JACKSON	\$32.42 <b>\$32.42 **</b>
	CORDOVA PEREZ MARIELA	Refund Check 016552-000 430 OLIVE	\$35.20 <b>\$35.20 **</b>
	DocuSign Inc.	E SIGNATURE BUSINESS PRO EDITION 500-ENVELOPE SUBSCRIPTION	\$3,260.00 <b>\$3,260.00 **</b>
	EXLINE INC.	CPU-95 UNIT 16 OUTPUT CABLE ASSY MAGNET CIRCULAR CONN	\$4,025.75 <b>\$4,025.75 **</b>
	FAPPAS ABIGAIL	Refund Check 013264-001 23338 DERBY	\$36.34 <b>\$36.34 **</b>
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$10.12
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$13.49
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$13.49
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$17.61
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$13.49
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$11.36
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$15.14
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$15.15
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$19.67
	FIRST CHOICE COFFEE SERVICES	MONTHLY COFFEE SERVICE	\$15.14
			<b>\$144.66 **</b>
	HAMPTON JESSICA	Refund Check 010026-003 111 FRANKLIN	\$33.65 <b>\$33.65 **</b>
	Irth Solutions LLC	1-UTILISPHERE FIXED SUBSCRIPTION USA SOFTWARE	\$6,804.00 <b>\$6,804.00 **</b>
	JIMENEZ REYNA	Refund Check 016625-001 731 A	\$25.30 <b>\$25.30 **</b>
	KERN COUNTY WATER AGENCY	O&M 2024 - CROSS VALLEY CANAL SECOND QUARTER ESTIMATE	\$3,947.92 <b>\$3,947.92 **</b>
	MONTGOMERY ROGER DALE SR	Refund Check 010184-000 116 BUENA VISTA	\$23.95 <b>\$23.95 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
	P G & E	ELECT / GAS - SUM FEBRUARY 2024	\$27,755.30
	P G & E	ELECT / GAS - SUM FEBRUARY 2024	\$22,600.88
	P G & E	ELECT / GAS - SUM FEBRUARY 2024	\$4,217.42
	P G & E	ELECT / GAS - SUM FEBRUARY 2024	\$297.15
			<b>\$54,870.75 **</b>
	PAPER CONNECTION INC. DBA KERN PRINT SERVICES	5164/ENVELOPES ASSORTED:PMS 300 BLUE & BLK INKS X-#10 STANDARD	\$1,458.02
			<b>\$1,458.02 **</b>
	REICH PERI	Refund Check 018363-000 501 FILLMORE	\$96.94
	REICH PERI	Refund Check 018363-000 501 FILLMORE	\$18.36
			<b>\$115.30 **</b>
	RODRIGUEZ FELIX	Refund Check 018295-000 418 JACKSON	\$42.68
			<b>\$42.68 **</b>
	ROGERS ALYSSA	Refund Check 018757-000 301 1/2 MARY	\$24.73
			<b>\$24.73 **</b>
	SALAS FIDEL	Refund Check 019205-000 208 SHATTUCK	\$25.28
			<b>\$25.28 **</b>
	SOUTHERN CALIF GAS CO	TRANSMISSION - STA D MARCH 2024	\$4,364.15
			<b>\$4,364.15 **</b>
	SPROUT LISA	Refund Check 018676-000 1030 BUENA VISTA	\$45.85
			<b>\$45.85 **</b>
	STATE WTR RESOURCE CTRL BOARD	FEE - D2 CHARLES B COLEMAN EXP: 10/1/27	\$80.00
			<b>\$80.00 **</b>
	TULL GENE	Refund Check 015226-000 800 MADERA	\$120.33
			<b>\$120.33 **</b>
	WESTSIDE WASTE MANAGEMENT CO INC.	COT 3YD RECYCLING GATE FEE RECYCLING CHARGE	\$383.33
			<b>\$383.33 **</b>
	ZEPEDA ECEQUIEL	Refund Check 018251-000 103 1/2 FILLMORE	\$6.30
			<b>\$6.30 **</b>
55481	AT & T MOBILITY	MONTHLY SERVICE - FEBRUARY 2024	\$2,791.43
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$205.54
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$41.11
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$41.11
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$164.42
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$41.11
	AT & T MOBILITY	MONTHLY SERVICE GPS - FEBRUARY 2024	\$328.86
			<b>\$3,613.58 **</b>
55482	ALBERTSONS LLC	SEMINARS CANDY BOWLS BOARD	\$374.13
	ALBERTSONS LLC	SEMINARS CANDY BOWLS BOARD	\$16.08
			<b>\$390.21 **</b>
55483	AMERICAN BUSINESS MACHINES	RENTAL - COPIERS	\$170.47
			<b>\$170.47 **</b>
55484	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$4,010.74
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$34.23
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$148.98
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$25.00
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$3,048.64
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$48.07
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$1,305.00
	AMERICAN EXPRESS	SEMINARS SHELVING UNIT SAFETY UPS TOWER OFFICE SUPPLIES HI-5	\$128.81
			<b>\$8,749.47 **</b>
55485	AMPED SAFETY INNOVATIONS INC.	51-ASI WATER PROOF DECAL SAFETY SIGNS FOR DOORS AT ALL STATIONS	\$82.81
			<b>\$82.81 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
55486	BILYEU LARRY J	MONTHLY ANSWERING SERVICE - FEBRUARY 2024	\$653.73 <b>\$653.73 **</b>
55487	BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC BROWN & REICH PETROLEUM INC	450 GALLONS OF DIESEL WITH STATE AND FED TAXES. 600 GALLONS OF GAS WITH STATE AND FED TAXES GAS WITH STATE AND FED TAXES GAS WITH STATE AND FED TAXES GAS WITH STATE AND FED TAXES GAS WITH STATE AND FED TAXES GAS WITH STATE AND FED TAXES	\$1,910.90 \$929.05 \$116.13 \$116.14 \$464.52 \$580.66 \$116.13 <b>\$4,233.53 **</b>
55488	CARQUEST AUTO PARTS CARQUEST AUTO PARTS CARQUEST AUTO PARTS	1-BATTERY 1-CORE 1-BATTERY RECYCLE TAX #112 1-BATTERY 1-CORE 1-RECYCLE TAX 1-TERMINAL PROTECTORS #185 2-BLOWER SWITCH #314	\$183.75 \$160.17 \$15.96 <b>\$359.88 **</b>
55489	CHATMAN DESMOND	Refund Check 017484-000 518 GARFIELD	\$50.00 <b>\$50.00 **</b>
55490	CIARAMITARO MICHAEL	Refund Check 010135-004 1018 STEVENS	\$50.00 <b>\$50.00 **</b>
55491	CONTROL FIRE PROTECTION INC	1-FIRE INSPECTION WAREHOUSE ANNUAL FIRE INSPECTION FIVE YEAR 20	\$850.00 <b>\$850.00 **</b>
55492	DAILEY HELEN	Refund Check 019146-000 606 1/2 SAN EMIDIO	\$50.00 <b>\$50.00 **</b>
55493	DITCH WITCH WEST BANK CARD CENTER	GASKET RUBBER SEAT 2-PROSPECTOR 2-SPRAY NOZZLE #315 & #316	\$2,534.78 <b>\$2,534.78 **</b>
55494	FERGUSON ENTERPRISES INC #1350 FERGUSON ENTERPRISES INC #1350 FERGUSON ENTERPRISES INC #1350 FERGUSON ENTERPRISES INC #1350 FERGUSON ENTERPRISES INC #1350 FERGUSON ENTERPRISES INC #1350	1"X6" SMITH BLAIR PIPE CLAMP STYLE #245 1.32 245-00013206-000 4"x 6" SMITH BLAIR PIPE CLAMP 4"x12" SMITH BLAIR FULL CIRCLE 6"x 12" F/C PIPE REPAIR CLAMP. 6-1" X 1/2" STAINLESS STEEL BUSHINGS 6-1/2" X 1/4" STAINLESS ST 8"X12" ROMAC XR 501 COUPLING	\$210.64 \$525.97 \$1,017.83 \$1,857.42 \$39.68 \$4,646.66 <b>\$8,298.20 **</b>
55495	GENERAL PRODUCTION SERVICES GENERAL PRODUCTION SERVICES	1-HEAVY EQUIPMENT OPERATOR 1-HAULING MATERIAL-TRACTOR-END DUMP 1-HEAVY EQUIPMENT OPERATOR 1-HAULING MATERIAL-TRACTOR-END DUMP	\$1,032.93 \$2,180.32 <b>\$3,223.25 **</b>
55496	HOWARD JERRY	Refund Check 016565-000 216 E SAN EMIDIO	\$48.62 <b>\$48.62 **</b>
55497	IOTAMO DELEILA	Refund Check 014815-001 27564 MAPLE	\$44.48 <b>\$44.48 **</b>
55498	JONES ARON	Refund Check 011859-000 625 D	\$18.40 <b>\$18.40 **</b>
55499	LEITER SARA	Refund Check 016074-000 511 WARREN	\$26.54 <b>\$26.54 **</b>
55500	MISSION LINEN SUPPLY - SAP # 175505 MISSION LINEN SUPPLY - SAP # 175505 MISSION LINEN SUPPLY - SAP # 175505 MISSION LINEN SUPPLY - SAP # 175505	MONTHLY SERVICE - UNIFORMS FEBRUARY 2024 MONTHLY SERVICE - UNIFORMS FEBRUARY 2024 MONTHLY SERVICE - UNIFORMS FEBRUARY 2024 MONTHLY SERVICE - UNIFORMS FEBRUARY 2024	\$807.05 \$403.52 \$538.03 \$933.39 <b>\$2,681.99 **</b>
55501	MISSION LINEN SUPPLY - SAP # 175789 MISSION LINEN SUPPLY - SAP # 175789 MISSION LINEN SUPPLY - SAP # 175789	MONTHLY SERVICE - FEBRUARY 2024 MONTHLY SERVICE - FEBRUARY 2024 MONTHLY SERVICE - FEBRUARY 2024	\$72.86 \$72.86 \$217.08 <b>\$362.80 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
55502	MORA KARINA	Refund Check 018994-000 211 TAYLOR	\$26.24 <b>\$26.24 **</b>
55503	P G & E	ELECT - LA PALOMA FEBRUARY 2024	\$73,607.37
	P G & E	ELECT - NW 2 FEBRUARY 2024	\$26.28
	P G & E	ELECT - NW 3 FEBRUARY 2024	\$26.28
	P G & E	ELECT - NW 4 FEBRUARY 2024	\$26.28
	P G & E	ELECT - NW 5 FEBRUARY 2024	\$26.28
	P G & E	ELECT - NW1 FEBRUARY 2024	\$26.28
			<b>\$73,738.77 **</b>
55504	PETTY CASH BOX	REIMBURSE - RICK COLE SCREEN FOR OVERFLOWS	\$64.28
	PETTY CASH BOX	SEMINAR - DRUG AND ALCOHOL AWARENESS T CIVILS	\$40.00
	PETTY CASH BOX	SEMINAR - SODAS CUSTOMER SERVICE TRAINING WITH ROBYN PAGGI	\$3.00
	PETTY CASH BOX	SEMINAR - SODAS TRENCHING CLASS	\$1.50
	PETTY CASH BOX	SEMINAR - SODAS TRENCHING CLASS	\$2.00
	PETTY CASH BOX	SEMINAR - TAMI CIVILS 2024 LEGISLATIVE UPDATE	\$60.00
			<b>\$170.78 **</b>
55505	POWELL MELANIE	Refund Check 016968-000 508 D	\$25.70 <b>\$25.70 **</b>
55506	POWERSTRIDE BATTERY INC	24-UB1290 BATTERIES REPLACEMENT BATTERIES FOR THE OFFICE UPS'S	\$842.79 <b>\$842.79 **</b>
55507	PRO3 AUTOMATION INC	2-TESTING NEW DATABASE BACKUP.	\$210.00 <b>\$210.00 **</b>
55508	QUINTERO CARMONA ANA	Refund Check 018164-000 302 JEFFERSON	\$9.68 <b>\$9.68 **</b>
55509	ROWSON KYLE R	1-WINDSHIELD 1-URETHANE & PRIMER 1-LABOR #111	\$324.04 <b>\$324.04 **</b>
55510	SMITH & SONS TIRE INC	1-255/70/17 1-STEM 1-DISMOUNT/MOUNT 1-STATE TIRE TAX E # 126	\$287.61
	SMITH & SONS TIRE INC	1-FLAT REPAIR 1-PATCH #111	\$28.79
	SMITH & SONS TIRE INC	2-245/75/16 2-STEM 2-DISMOUNT/MOUNT 2-BALANCE E # 164	\$518.62
	SMITH & SONS TIRE INC	255/70/19.5 4-225/70/19.5 DRIVE 5-STEM 5-DISMOUNT/MOUNT E#110	\$1,686.28
	SMITH & SONS TIRE INC	4-265/70/17 4-STEM 4-DISMOUNT/MOUNT 4-BALANCE E # 119	\$1,210.44
			<b>\$3,731.74 **</b>
55511	SPENCER RITA	Refund Check 006358-001 30300 GOLF COURSE	\$7.21 <b>\$7.21 **</b>
55512	STATE WATER RESOURCES CTRL BRD	FEE - ANNUAL WATER SYSTEM 7/1/23 - 6/30/24	\$40,908.08 <b>\$40,908.08 **</b>
55513	TARGET SPECIALTY PRODUCTS	20 JUGS- ROUNDUP 3 JUGS- BLUE DYE USED TO SPRAY WEEDS AT ALL S	\$2,200.94 <b>\$2,200.94 **</b>
55514	TESENE SINGH TERRI	Refund Check 017850-000 204 F	\$50.00 <b>\$50.00 **</b>
55515	TRUE VALUE HOME CENTER	1-PACK LONG LIGHTERS 1-ECONOMY FLAME KIT (WEED BURNER)	\$112.43
	TRUE VALUE HOME CENTER	1-STEEL TOE RUBBER BOOTS	\$82.21
	TRUE VALUE HOME CENTER	20X1000 STRETCH WRAP SHARPIE	\$149.34
	TRUE VALUE HOME CENTER	25' LEVERLOCK TAPE RULE	\$28.12
	TRUE VALUE HOME CENTER	2-PITCH FORK CLEANING TUMBLEWEEDS AT NWF	\$159.10
			<b>\$531.20 **</b>
55516	United Parcel Service Inc.	SHIPPING - BADGER LATE FEES	\$185.07 <b>\$185.07 **</b>
55517	UNITED RENTALS NORTHWEST INC	1-SCISSOR LIFT RENTAL 1-ENVIRONMENTAL FEE 1-SCISSOR LIFT RENTA	\$594.04
	UNITED RENTALS NORTHWEST INC	CREDIT - SCISSOR LIFT RENTAL 1-ENVIRONMENTAL FEE	-\$297.01
			<b>\$297.03 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
55518	UNWIRED BROADBAND	SOLAR SECURITY - NW3 SW 2-03	\$284.98 <b>\$284.98 **</b>
55519	VARGAS BAUTISTA JORGE	Refund Check 018683-001 139 OAK	\$50.29 <b>\$50.29 **</b>
55520	VELASCO PEREZ EPIFANIA	Refund Check 015867-001 406 B	\$11.90 <b>\$11.90 **</b>
55521	VELAZQUEZ MORALES DOMINGO	Refund Check 019087-000 435 HAZELTON	\$44.48 <b>\$44.48 **</b>
55522	WATSON REALTY MANAGEMENT	Refund Check 009320-000 532 PHILIPPINE	\$37.54 <b>\$37.54 **</b>
55523	WILKE NATHAN	4-KEYS #109	\$12.99 <b>\$12.99 **</b>
55526	ACWA / JPIA	Non-Union Dental - April 2024	\$1,918.30 <b>\$1,918.30 **</b>
55527	AMPED SAFETY INNOVATIONS INC.	CONTRACT SERVICES-2024 CONTRACT YEAR 12-CALIFORNIA ENVIRONMENT	\$2,280.00
	AMPED SAFETY INNOVATIONS INC.	CONTRACT SERVICES-2024 CONTRACT YEAR 6.5-INSPECTION SERVICES-ST	\$2,440.00
			<b>\$4,720.00 **</b>
55528	ANTHEM BLUE CROSS - GH RX	Retiree MedicareRX Plus Plan - April 2024	\$132.70 <b>\$132.70 **</b>
55529	ANTHEM BLUE CROSS - GM RX	ID# 492M87125 Retiree Medical - Ginny Miller - April 2024	\$132.70 <b>\$132.70 **</b>
55530	ANTHEM BLUE CROSS - JP RX	Retiree Medical - Jerry Pearson - April 2024	\$132.70 <b>\$132.70 **</b>
55531	ANTHEM BLUE CROSS - RM RX	ID# 265A80175 Retiree G Miller RX - R Miller - April 2024	\$132.70 <b>\$132.70 **</b>
55532	ANTHEM BLUE CROSS - SH RX	Retiree G Hamilton Medical - S Hamilton - April 2024	\$132.70 <b>\$132.70 **</b>
55533	ANTHEM BLUE CROSS - VP RX	Retiree Medical - Virginia Pearson - April 2024	\$132.70 <b>\$132.70 **</b>
55534	API PLUMBING	SUPPLIES FOR SWF GEAR HEAD PIPING AND SURGE TANK PIPING	\$508.23
	API PLUMBING	FLUSH VALVE OFFICE	\$10.83
	API PLUMBING	SUPPLIES FOR SWF GEAR HEAD PIPING AND NWF SURGE TANK PIPING	\$264.13
			<b>\$783.19 **</b>
55535	AVANTE BEHAVIORAL HEALTH	EAP MEDICAL - FEBRUARY 2024	\$120.00 <b>\$120.00 **</b>
55536	BADGER METER INC	103-68886-301-FEBRUARY BEACON FIXED NETWORK MONTHLY HOSTING FEE	\$6.18 <b>\$6.18 **</b>
55537	BLUE CROSS/SHIELD OF WYOMING	Retiree M Waddle Medical - Glenda Waddle - April 2024	\$315.10 <b>\$315.10 **</b>
55538	BOOT BARN INC	SAFETY BOOTS - JOSH YOUNG	\$175.00 <b>\$175.00 **</b>
55539	BROWN & REICH PETROLEUM INC	4-15/40 GAL 4-OIL TAX 4-RECYCLING TAX	\$78.55
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$129.32
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$129.33
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$646.63
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$1,034.63
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$517.31
	BROWN & REICH PETROLEUM INC	598 GALLONS OF GAS WITH STATE AND FED TAXES	\$129.33
			<b>\$2,665.10 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING Amount
55540	CANON FINANCIAL SERVICES	RENTAL - COPIERS	\$1,331.14 <b>\$1,331.14 **</b>
55541	CARNEY'S BUSINESS TECHNOLOGY	1-TZ270-SONIC WALL TZ270 SECURITY FIREWALL SECURITY APPLIANCE S	\$1,329.31 <b>\$1,329.31 **</b>
55542	CARQUEST AUTO PARTS	6-DEF	\$129.84 <b>\$129.84 **</b>
55543	CHARTER COMMUNICATIONS HOLDINGS LLC BRIGHT HOUSE CABLE / INTERNET - MARCH 2024		\$424.45 <b>\$424.45 **</b>
55544	COMPRESSION PUMP & POWER	153121 PANDOR GASKET	\$2,757.64
	COMPRESSION PUMP & POWER	977-0048 HD. GASK.SET NEW(5108)	\$1,609.91
	COMPRESSION PUMP & POWER	AIR/FIL.ELEM.WA.167150/VF120A	\$426.25
	COMPRESSION PUMP & POWER	D-14 CHAMPION SPARK PLUGS	\$118.50
	COMPRESSION PUMP & POWER	LUBE OIL FILTERS #168660B.	\$1,368.36
	COMPRESSION PUMP & POWER	OIL FILTER O RING WAU#172608	\$26.75
	COMPRESSION PUMP & POWER	OIL FILTER WAU.#172607	\$132.76
	COMPRESSION PUMP & POWER	ROD BEARING PER PAIR #A205210	\$1,929.22
	COMPRESSION PUMP & POWER	SPARK PLUGS FOR F 3524 GSI	\$1,951.87
	COMPRESSION PUMP & POWER	VORTEX FOAM FILTER #20379.	\$980.10
	COMPRESSION PUMP & POWER	VORTEX GASKET #55K80.	\$438.13
			<b>\$11,739.49 **</b>
55545	COUNTRY AUTO & TRUCK TAFT INC	1-GLAD HAND RED 1-GLAD HAND BLUE #195	\$22.99
	COUNTRY AUTO & TRUCK TAFT INC	1-HEX BIT KIT UTILITY TRUCK #107 JOHNSON	\$7.04
			<b>\$30.03 **</b>
55546	D G S-OFS SERV REVOLVING FUND	NATURAL GAS - STA A JANUARY 2024	\$17,887.74
	D G S-OFS SERV REVOLVING FUND	NATURAL GAS - STA B JANUARY 2024	\$38,693.52
	D G S-OFS SERV REVOLVING FUND	NATURAL GAS - STA G JANUARY 2024	\$22,449.46
	D G S-OFS SERV REVOLVING FUND	NATURAL GAS - STA S WELL JANUARY 2024	\$10,220.11
			<b>\$89,250.83 **</b>
55547	DE LA O CABRERA NAHOMI ELIZABETH	Refund Check 019148-000 616 3RD	\$41.52 <b>\$41.52 **</b>
55548	DOUGLAS TRUCK BODIES INC	1-VMAC HOSE 1-CABLE ASSY #107	\$676.18 <b>\$676.18 **</b>
55549	FERGUSON ENTERPRISES INC #1350	1-4 1/2 X 12 1/2 SMITH BLAIR FULL CIRCLE CLAMP STYLE 226 4.74	\$195.89
	FERGUSON ENTERPRISES INC #1350	15-LF 3/4" CTS X CTS COMP COUPLING	\$517.06
	FERGUSON ENTERPRISES INC #1350	4-12MJ C153 BLT GASKET PK GLAND 300-PVC GJ BLUE PIPE	\$5,339.63
	FERGUSON ENTERPRISES INC #1350	4-4X7-1/2 1B REP CLMP 4.45-4.73 45-12X5/32X1 DUCT HS BLD	\$764.57
	FERGUSON ENTERPRISES INC #1350	5-1 SS INS STFNR CTS PE 3-LF 1 CTS COMP 90 BEND	\$168.92
	FERGUSON ENTERPRISES INC #1350	8-18MJ C153 BLT GASKET PK GLAND 4-12MJ C153 BLT GSKT PK L/GLAND	\$2,636.98
	FERGUSON ENTERPRISES INC #1350	8-LF 1 CTS COMPMTR ANG BV LW 4-LF1MIPXCTS COMP CORP ST 27 1CT	\$2,582.89
	FERGUSON ENTERPRISES INC #1350	CREDIT - 4-12MJ C153 BLT GASKET PK GLAND	-\$196.89
			<b>\$12,009.05 **</b>
55550	Fidelity Security Life Insurance Company	Monthly Billing for Employee Vision Plan - March 2024	\$376.87
	Fidelity Security Life Insurance Company	Monthly Billing for Employee Vision Plan - March 2024	\$43.96
			<b>\$420.83 **</b>
55551	FLORES NAVA MANUEL	Refund Check 017785-000 116 SHATTUCK	\$25.51 <b>\$25.51 **</b>
55552	FRONTIER COMMUNICATIONS	MONTHLY SERVICE - FEBRUARY 2024	\$1,839.84 <b>\$1,839.84 **</b>
55553	FRONTIER PRECISION INC	3-LEVEL TROLL 400 LEVEL SENSOR RANGE-60M 197FT (100 PSIA)(WELL	\$7,645.00 <b>\$7,645.00 **</b>
55554	GRANITE CONSTRUCTION COMPANY	Refund Check 014625-003 HYDRANT	\$136.00 <b>\$136.00 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
55555	H & S HOSE & SUPPLY INC	100-2" HD PVC FAB SUCTION HOSE 2" TRASH PUMP	\$431.92 <b>\$431.92 **</b>
55556	HOME DEPOT CRC/GEFC HOME DEPOT CRC/GEFC	SPRING LOCKS PUNCH SET TUBBING BRUSH CUTTER WATER CAN STRING TRIMMER WEED SPRAYERS PICK SET KNEELING PAD	\$200.77 \$586.08 <b>\$786.85 **</b>
55557	HURTADO LOYA CARLOS	Refund Check 019075-000 407 ROSE	\$39.31 <b>\$39.31 **</b>
55558	IBARRA EDER	Refund Check 019192-000 116 #B PIERCE	\$35.19 <b>\$35.19 **</b>
55559	KLEIN DENATALE GOLDNER COOPER ROSENLIB & KIMBALL I LEGAL - GENERAL BUSINESS FEBRUARY 2024		\$8,621.00 <b>\$8,621.00 **</b>
55560	LEUFROY INVESTMENTS LLC	Refund Check 008739-000 151 CENTER	\$35.86 <b>\$35.86 **</b>
55561	MARQUEZ JUAN	Refund Check 014293-000 336 EMMONS	\$11.20 <b>\$11.20 **</b>
55562	Mountain and Desert Media LLC The Taft Midway Driller Mountain and Desert Media LLC The Taft Midway Driller	INTERNET SALES FRONT PAGE BOARD MEETING DATE CHANGE INTERNET SALES FOR FEBUARY FRONT PAGE HIGH SCHOOL POSTER AD	\$713.00 \$365.00 <b>\$1,078.00 **</b>
55563	OFFICE DEPOT INC OFFICE DEPOT INC OFFICE DEPOT INC	MULTIFOLD TOILET PAPER PAPER MARKS A LOT MARKERS BATTERIES PENS	\$193.51 \$873.36 \$134.19 <b>\$1,201.06 **</b>
55564	O'Reilly Auto Enterprises LLC O'Reilly Auto Enterprises LLC	1-CORE RETURN ON PO 7510 INVOICE #6087-197623 1-MISC. VEHICLE CLEANING SUPPLIES STATION C WAREHOUSE	-\$22.00 \$107.63 <b>\$85.63 **</b>
55565	P G & E P G & E	ELECT - AG WELL #1 MONITERING WELL ELECT - W 7-01R FEBRUARY 2024	\$40.24 \$24.64 <b>\$64.88 **</b>
55566	PAPER CONNECTION INC. DBA KERN PRINT SERVICES	2 BOXES OF LETTERHEAD	\$430.35 <b>\$430.35 **</b>
55567	Photovoltaics California Photovoltaics California	1-1string (12 pcs/string) trina tall max 330 modules SW SOLAR SITE MODULE REPLACEMENT 7-01 NW3 6-02 NW3	\$400.00 \$129,205.23 <b>\$129,605.23 **</b>
55568	RICHARD C SLADE & ASSOC LLC	HYDROGEOLOGICAL SERVICES - JANUARY 2024	\$2,211.31 <b>\$2,211.31 **</b>
55569	SANCHEZ DULCE	Refund Check 015270-000 1019 BUENA VISTA	\$27.87 <b>\$27.87 **</b>
55570	SHELBY STEVEN	Refund Check 019215-000 523 HAZELTON	\$10.69 <b>\$10.69 **</b>
55571	SLUSSER DENISE	Refund Check 016073-001 912 ALAMEDA	\$20.74 <b>\$20.74 **</b>
55572	SMITH & SONS TIRE INC	1-FLAT REPAIR 1-PATCH #311	\$76.37 <b>\$76.37 **</b>
55573	SOUTHERN CA DRUG BENEFIT FUND	Union Medical - February 2024	\$44,920.18 <b>\$44,920.18 **</b>

WEST KERN WATER DISTRICT  
DISBURSEMENTS  
FOR PERIOD MAR 01, 2024 THROUGH MAR 19, 2024

Check	Payee	Description	FINANCE MEETING
			Amount
55574	SOUTHERN CALIF GAS CO	TRANSMISSION - STA A FEBRUARY 2024	\$16,394.42
	SOUTHERN CALIF GAS CO	TRANSMISSION - STA B FEBRUARY 2024	\$20,228.47
	SOUTHERN CALIF GAS CO	TRANSMISSION - STA G FEBRUARY 2024	\$19,351.95
	SOUTHERN CALIF GAS CO	TRANSMISSION - STA S WELL FEBRUARY 2024	\$5,895.57
			<b>\$61,870.41 **</b>
55575	SPRINGBROOK HOLDING COMPANY LLC	CIVIC PAY IVR PAY PAD ONLINE SUBSCRIPTION	\$2,942.50
			<b>\$2,942.50 **</b>
55576	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 116	\$136.18
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 122	\$218.59
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 164	\$204.99
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 186	\$619.04
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 190	\$232.52
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 191	\$2,648.85
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 195	\$405.96
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 206	\$219.60
	STUBBLEFIELD II WILLIAM H	SERVICE / INSPECTION - E # 211	\$678.12
			<b>\$5,363.85 **</b>
55577	TRUE VALUE HOME CENTER	1-FLUO RED/ORG UPSIDE DOWN MARKING PAINT 1-SAFETY RED	\$19.46
	TRUE VALUE HOME CENTER	1-MAX HEAT TRIGGER TORCH 1-POL GAS CYLINDER	\$75.21
			<b>\$94.67 **</b>
55578	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$3,323.44
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$359.11
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$120.00
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$599.23
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$20.00
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$99.00
	VISA	SEMINARS SAFETY OFFICE SUPPLIES SUBSCRIPTIONS HI-5	\$215.22
			<b>\$4,736.00 **</b>
55579	VULCAN MATERIALS COMPANY	13.11-3/4" CLASS 2 BASE 1.00-ENVIRONMENTAL FEE WELLFIELD ROAD	\$298.21
			<b>\$298.21 **</b>
55580	WALDROP'S AUTO PARTS INC	1-mobil 1 oil (weed sprayer) 50-5/8" hose supplies for tr #104	\$67.57
			<b>\$67.57 **</b>
55581	WESTAIR GASES AND EQUIPMENT	174-ACETYLENE LARGE CYL 58-ACETYLENE SMALL CYL 58-HIGH PRESSUR	\$295.87
			<b>\$295.87 **</b>
55582	WHITE PATRICIA	Refund Check 013842-000 12621 EVANS RANCH	\$21.21
			<b>\$21.21 **</b>
55583	Woodard & Curran Inc	GSP SUPPORT PROJECT MANAGEMENT SUBBASIN 2023 ANNUAL REPORT	\$14,030.00
			<b>\$14,030.00 **</b>
<b>Total</b>			<b>\$667,006.48</b>



**PERSONNEL COMMITTEE SUMMARY REPORT  
FOR THE  
REGULAR BOARD MEETING OF MARCH 26, 2024**

**MEMBERS :**

Dave Wells  
Gary Morris

**DATE OF MEETING:**

March 18, 2024

**STAFF ATTENDING**

Greg Hammett  
Tami Sivils  
Sunny Kapoor

**COMMITTEE ISSUES:**

**CONSENT AGENDA**

- i. **Discussion and Appropriate Action Regarding:  
Safety Meeting and Projects Report**
- ii. **Discussion and Appropriate Action Regarding:  
Position Vacancies – Status Report**

**END OF CONSENT AGENDA**

**ITEMS OF DISCUSSION:**

1. **Discussion and Appropriate Action Regarding:  
District Contraband Control Policy Revisions  
Required by Changes in California Law**

***The Committee also reviewed the following items:***

The Committee elected Closed Session pursuant to the following Government Code section:

1. **Government Code, § 54957.6  
Conference with Labor Negotiator  
Agency Negotiator: Greg A. Hammett, General Manager  
Represented Position**





**SUPPORTING DATA  
REGULAR BOARD MEETING  
MARCH 26, 2024**

**COMMITTEE:**        **PERSONNEL COMMITTEE  
(Wells, Morris)**

**AGENDA ITEM:**    1.        **Discussion and Appropriate Action Regarding:  
District Contraband Control Policy Revisions  
Required by Changes in California Law**

**BACKGROUND INFORMATION:**

As reported in January of 2024, Contraband Control Services (CCS), the third-party administrator of the District's Non-Regulated Drug Testing and the District's Federally Regulated DOT Workplace Testing programs has been working with Staff to update its Drug, Alcohol and Contraband Control policy to align with the changes in law that became effective January 1, 2024.

The District has made changes to its' Non-Regulated (Non-DOT) testing program to comply with state law in the following manner: Marijuana has been excluded from the 225 Urine panel used for Random, pre-employment, post-accident, and reasonable suspicion testing. It will utilize the THC Only Oral Fluid test for random, pre-employment, post-accident, and reasonable suspicion testing.

The DOT Workplace Testing program utilizes a federally regulated panel that tests for the non-psychoactive metabolite of THC in the system. There will be no changes in the testing methods for DOT Random, pre-placement, and Post-Accident incidents that meet the DOT requirements for a DOT drug test.

Attached for Board review and discussion is a red-lined comparison version of the Contraband Control Policy with changes required by both law and procedure since the last revision in March of 2012.

**STAFF RECOMMENDATIONS:**

Review and Discuss the significant revisions to the Contraband Control Policy. Pending final review by legal counsel, approve the proposed revisions to the District's Contraband Control Policy.

**JUSTIFICATION:**

The District places a high priority on the physical and mental health of its employees and contractors. In addition, the District has an obligation to maintain a safe, healthy, and efficient working environment for all employees, contractors, and the public with whom we provide service. To that end, the District has the obligation to protect District property, equipment, and operations by preventing and, when necessary, dealing with problems commonly associated with substance abuse.

**PREVIOUS ACTIONS:**

The March 27, 2012, revision included a change in the urine testing panel, addition of a Non-Regulated Random Pull Program of 10% of the covered employees (SESSP), and Last Chance Agreement available to qualified employees.

The West Kern Water District's Drug, Alcohol and Contraband Control Program was approved by the Board of Directors and became effective February 1, 1994.

**COST:**

**BUDGETARY WARRANT:**

**MOTION:**

Approve / Deny revisions to the District's Contraband Control Policy, pending final review by legal counsel.

**COMMITTEE STATUS:**

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/>            | Recommend Board Approval          |
| <input type="checkbox"/>            | NO (Rejected)                     |
| <input checked="" type="checkbox"/> | Full Board to Review              |
| <input type="checkbox"/>            | Under Review (No Action Required) |

**COMMITTEE RECOMMENDATIONS:**

**COUNSEL REVIEW AND/OR RECOMMENDATIONS:**

Jay Rosenlieb has reviewed and approved the changes to the District's testing methods regarding marijuana and Zee Consulting, has provided the required changes to the policy based on changes in law and procedures since the last revision in 2012

West Kern Water District

Drug, Alcohol and Contraband  
Control Program

# Program Manual

Effective

February 1, 1994

Revised: Latest Revision

~~March 27~~ April 1, 2012 2024

Developed By:-

ZEE Consulting & Associates

## WordPerfect Document Compare Summary

Original document: C:\Users\DrJuanitaWebb\OneDrive - I~N~C, Inc\Desktop\WKWD Zee Policy 2024\Pol-Sec 01-Main.mst.Rev 01-2011.FINAL 03-27-2012.wpd

Revised document: C:\Users\DrJuanitaWebb\OneDrive - I~N~C, Inc\Desktop\WKWD Zee Policy 2024\WKWD - Pol-Sec 01-Main.mst - 2024 - FINAL.wpd

Deletions are shown with the following attributes and color:

~~Strikeout~~, Blue RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, Red RGB(255,0,0).

Moved blocks are marked in the new location, and only referenced in the old location.

Moved block marks are shown in the following color:

Orange RGB(255,200,0).

The document was marked with 295 Deletions, 424 Insertions, 4 Moves.

---

---

## *West Kern Water District*

### **DRUG, ALCOHOL AND CONTRABAND CONTROL PROGRAM**

#### **I. PURPOSE**

— The purpose of this document is to state the policy of West Kern Water District regarding the use and/or abuse of drugs and alcohol by employees and contractors.

— West Kern Water District recognizes that its continued success is dependent upon the physical and mental health of its employees and contractors. We ~~recognize the moral obligation to protect the health of our employees. These obligations include maintaining~~strive to maintain a safe, healthful and efficient working environment for all employees, contractors, and the public. West Kern Water District recognizes its right to protect District property, equipment, and operations by preventing and, when necessary, dealing with problems commonly associated with substance abuse.

— To help ensure that West Kern Water District accomplishes these goals, the following policy and procedures concerning the use of and testing for alcohol and drugs will apply to West Kern Water District employees and contractors. All employees and contractors must be aware that West Kern Water District's policy applies to them and they are subject to all of its provisions.

— West Kern Water District maintains an Employee Assistance Program which provides referral information to employees who wish to seek help with alcohol or drug abuse. Employees are financially responsible for their own care and treatment.

— With these objectives in mind, West Kern Water District (hereafter referred to as "District") has established the following policy and procedures.



---

## II. SCOPE

This policy applies to **all** final candidates with conditional job offers for employment, including, but not limited to, temporary employees, part-time employees and regular full-time employees. Each final candidate for employment agrees to comply with this policy if he or she is employed/offered employment by the District. Each employee agrees to comply with this policy by his or her continued employment with the District.

This policy is separate from and in addition to any required programs and testing which the District must comply with under any federally regulated program (e.g., Department of Transportation, Department of Energy, and/or Department of Defense). Please refer to any required stand alone regulated policy which also applies to employees of the District with certification or licensing necessary for such regulated positions.

**This substance abuse program is presented as a statement of the District's current policy and may be changed or updated by the District at any time. Nothing in this document or these guidelines binds the District to any specific policies, procedures, actions, rules, or terms and conditions of employment.**

~~These guidelines are not intended to create a contract between the District and any employee.~~ Nothing contained in this policy or related procedures shall create an employment relationship, contractual right or guarantee of employment; for a fixed period of time or modify the existing at-will relationship between the District and each of its employees. Any employee has the right to voluntarily resign or quit his or her employment with the District at any time. The District reserves its right to terminate from employment any employee at any time with or without cause.

In addition, this policy shall apply, as deemed appropriate by the District, to any employee, representative or agent of vendors, suppliers, contractors or subcontractors performing work or supplying products or services to the West Kern Water District on District property and shall apply, when required by client, customer or contract, to the Client's property, as well. Any such person determined to be engaged in a prohibited activity set forth within this policy or who violates this policy in any manner while on District (or Client's) property shall be required to leave the property and shall not be allowed to return without written permission of the District and/or the Client.

This policy ~~is~~was implemented on February 1, 1994 ~~and revised March 27~~with the latest revision on April 1, 2012/2024. This policy replaces and supersedes any prior written policy pertaining to alcohol and drugs. This policy does not change the right of the District to take action it considers appropriate in the areas addressed herein.

The District reserves the right to modify, interpret, implement, and administer this policy at its sole discretion. The District specifying certain grounds for disciplinary action hereunder shall not prevent the District from imposing other appropriate discipline, as solely determined by the District, for other reasons or in other circumstances.

**Job offers are made before pre-employment drug and alcohol testing is performed.** Any final candidate who is given an offer for a position with the District will undergo mandatory pre-placement drug and alcohol testing. All job offers are conditioned on successful completion of the mandatory drug tests. Successful completion means that initial testing or confirmation testing does not show evidence of a prohibited drug or alcohol in the final candidate's system, at or above the

established cut-off level (threshold).

Job applicants will be informed prior to the completion of the application process that any job offer is contingent upon full cooperation with pre-employment drug and alcohol testing procedures and successfully passing the pre-employment drug test. Applicants who do not wish to undergo drug testing may choose to withdraw their application from consideration. Final candidates who have been extended conditional job offers who refuse to complete testing procedures will have their conditional job offers withdrawn. Final candidates with a conditional job offers who fail the drug and alcohol test will have their offers withdrawn. "Fail the drug test" means that a confirmation test showed the presence of a prohibited drug (including a metabolite), as defined under state and/or federal laws and regulations; for marijuana (cannabinoids) the screen and confirmation shall be for the presence of psychoactive metabolites), alcohol, or other legal drug in the final candidate's system at or above the established cut-off level (threshold). If the District receives a drug test result indicating that the applicant's specimen was a negative-dilute, the District has determined that the applicant is to be directed to take another test immediately. The second test should be conducted under the same collection method/procedures as the first test. The result of the second test will be accepted as the final result. If the second test result is also negative-dilute, no further testing will take place and the District will record the final result as a 'negative result'. Applicants directed to take another test, and decline to do so, will result in a refusal and will not be considered for employment. Reasonable accommodation will be considered, specific to the job role/requirements, at the sole discretion of the District, for those individuals testing positive and does not alter the District's right to take action as outlined in this policy.

Prior to any drug test; candidates and/or current employees; will be required to complete an authorization for the use and disclosure of the test results, a consent form, and a notice concerning the nature of drug testing.

Neither final candidates, nor employees, will be forced to produce urine samples. Regardless of the reason for the specimen drug test, a breath alcohol test will be conducted, in addition to a urine or oral fluids specimen test, whenever required by Client or Customer.

Final candidates or employees will be requested to produce specimens (urine or oral fluids are the most typical specimens collected) in any way that is demeaning. Final candidates and employees who question their positive results may make a written request for a re-test of the preserved portion of original sample by a laboratory of their choice as long as the laboratory selected is certified by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) certification at their own expense and said laboratory follows current District Cut-Off levels for positive results. Such written request must be made within fifteen (15) days from the date the employee or final candidate receives notice of the test results reasonably respectful. Should a positive test result occur, the employee will be notified in writing by the District. If prescription drug use or a physical disability is determined to be a problem, the applicant offered as an explanation for the positive test result, the applicant or employee may submit a second medical opinion from a licensed physician for consideration by the District's contracting physician. The cost of the re-test Any cost associated with obtaining, or conducting the review of, the medical opinion is at the employee's employee or candidates own expense, unless the re-test review results in a reversal of the original positive test result.

Any final candidate who has refused to submit to pre-employment drug testing or one who is disqualified for employment due to a confirmed positive test, absent an acceptable explanation by

---

---

a health care provider will not be employed. There will be no exceptions even for otherwise well-qualified applicants or hard-to-fill positions. ~~Disqualified applicants~~ **may not reapply or be considered for employment in the future.**

---

### III. DEFINITIONS

~~fA.~~ “Adulterating” and/or ~~Tampering~~ “Tampering” with ~~Sample~~ the specimen when referred to in this policy means adulterating, tampering, substituting, contaminating, destroying and/or any other circumstance which is intended to defeat, delay, and/or prevent the collection/testing process. It also includes tampering with the collection form, consent form, or any other written instrument used in the collection/testing process:

~~2.~~ “Contraband” and, as well as any action to alter the process in any manner, including intentionally or unintentionally intimidating the collector.

B. Collection methods to be utilized by trained collection personnel to obtain the urine specimen may include, as determined by the District:

1. “Observed” collection method when referred to in this policy means the trained collection personnel will collect the urine specimen using direct visual observation to confirm the urine specimen came from the donor and was deposited directly into the collection container (i.e., from donor to cup).

2. “Supervised” collection method when referred to in this policy means the trained collection personnel will supervise and/or control the environment for the process and be able to hear and see the donor throughout the entire process. This may include the use of a privacy wall (either waist-, chest-, or head-high) or a stall or enclosure, or by means of positioning or room/site configuration. The collection personnel will be unable/prevented from seeing/observing the donor’s private body parts and will not perform direct visual observation of the specimen source.

3. “Private” or “Unobserved” collection method when referred to in this policy means the trained collection personnel will allow the donor complete privacy while providing the urine specimen. The collection personnel will be unable to hear or see the donor during the voiding of the specimen.

NOTE:

a. In order to ensure privacy for specimen donors when the observed method is selected by the District, should a collector of the same gender as the donor be unavailable to collect the specimen, the collection method may be down graded to supervised or private, at the sole discretion of the collector and/or District representative.

b. Upon evidence of employee tampering or attempts to adulterate a specimen, as determined by the collector and/or District representative, the collection method will be automatically elevated to “Observed.”

C. “Contraband” and/or “Contraband Inspections” when referred to in this policy means the District may conduct unannounced inspections for illegal drugs, alcohol, firearms, weapons, explosives or any other item classified as “contraband” by the District in District facilities, property, job sites or areas of work.

Inspections of all offices, desks, files, lockers, computers, personal digital assistant (pda’s), cellular telephones, voice mail, District vehicles, and the like. Contraband also includes devices, substances or items that could be used to affect the outcome or defeat a drug test and includes utilization of a non-donor or synthetic specimen.

In accordance with applicable law, inspections of employees and their personal property including personal vehicles, lockers, lunch packs, etc., may be conducted at the discretion of the General Manager, or an appointee designated by the General Manager, who will possess a letter of authorization during the actual time of inspection. Prior to inspecting an employee locker, the employee will be notified and, if (s)he so chooses, may be present during such inspection.

~~An inspection can occur at any time, with or without advance notice or consent, before, during, or after working hours. Any prohibited materials found in the areas being searched, including, but not limited to, firearms, weapons, explosives, alcohol, non-prescription drugs or medications (other than over the counter pain, sinus, or cold medications, and the like), drug paraphernalia, or evidence of misuse of District equipment, including use of equipment for personal reasons, may subject the employee to when circumstances or workplace conditions justify same or there is reasonable suspicion to believe that the employee or employees are in violation of this Policy.~~

Inspections of employees and their personal property may be otherwise conducted when circumstances or workplace conditions justify them or when client, customer or contract requires same.

An employee's consent to an inspection is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination, even for the first refusal. ~~At~~

~~Inspections of District property shall remain fully accessible to the District. Employees who are provided access to computers are required, as soon as reasonably possible, to advise the General Manager, or his designated appointee, of any password needed to gain access to the computers, or the Internet, as well as any changes to such password.~~

~~In conjunction with implementing this policy, the District has posted notices in conspicuous places throughout its facilities informing all employees and prospective employees of the District's policy.~~

3. facilities or work areas may be conducted at any time and do not have to be based on reasonable suspicion.

- D. **"Controlled Substances" and "Drugs"** ~~when referred to in this policy means and includes all substances and/or medications that can affect one or more mental and/or physical functions (e.g., coordination, reflexes, vision, mental capacity or judgment, etc.). The words "controlled substances" and/or "drugs" includes all chemical substances or drugs listed in any controlled substances acts or regulations applicable under any federal, state or local laws, as well as synthetic or "Designer" drugs. They also include legal substances including alcohol, prescription drugs and/or over-the-counter drugs, as such drugs also may affect the employee's performance of his/her job. Please note: The West Kern Water District Drug, Alcohol and Contraband Control policy does not recognize the legal use of marijuana (cannabinoids) under state laws to be a valid explanation for an employee's positive drug test result based on testing for or presence of psychoactive metabolites, as defined under state and/or federal laws and regulations.<sup>1</sup> Reasonable accommodation~~

<sup>1</sup> Employees in the building and construction trades and applicants or employees subject to 1) federal background investigation, 2) federal clearance, 3) receiving federal funding, 4) receiving federal licensing-related benefits, or 5) entering into a federal contract, remain subject to testing for the psychoactive and non-psychoactive metabolites of marijuana (cannabinoids).

will be considered, specific to the job role/requirements, at the sole discretion of the District, for those individuals testing positive and does not alter the District's right to take action as outlined in this policy.

**4E.** "Fail the drug test" when referred to in this policy means that both the screen and the confirmation test showed the presence of a controlled substance, prohibited drug (including a metabolite, as defined under state and/or federal laws and regulations; for marijuana (cannabinoids) the screen and confirmation test shall be for the presence of psychoactive metabolites), alcohol, or other legal drug in the final candidate's and/or employee's system at or above the established cut-off level. Refusing to submit to testing and/or rehabilitation program or refusing to cooperate in the testing process will be considered the same as a positive test result or failing the drug test. -

**5.** ~~"Fitness For Duty" (Prohibited Materials) when referred to in this policy means an individual's ability to perform his or her assigned job functions free from the impairment caused by prohibited materials.~~

**6.** ~~"Incident" or~~ In addition, fail the drug test will also include the activities identified under the definition of "Adulterating" or "Tampering." Reasonable accommodation will be considered, specific to the job role/requirements, at the sole discretion of the District, for those individuals testing positive and does not alter the District's right to take action as outlined in this policy.

**F.** "Incident" or "Accident" when referred to in this policy means when property damage occurs requiring repair or correction occurs, injuries occur, and can include "near miss" situations, as well. District procedure/practice or client requirements will determine whether an employee will be placed on paid and/or unpaid suspension, pending the results of a drug and/or alcohol test due to incident or accident as described in this policy. Pending the results of the accident or incident investigation, in most cases, depending on the nature of the accident or incident, an employee may be allowed to return to work following receipt of a negative test result, including a negative rapid test pending confirmation testing at the laboratory.

**7G.** "Noncompliance with Rehabilitation Programs" when referred to in this policy means failing to comply with or complete a rehabilitation program when referred by the District and/or as required by the "last chance agreement" entered into between the District and the employee.

**8H.** "On ~~T~~the Job," "On Duty," and "Work/Working" when referred to in this policy means an employee is considered "on the job" or "on District's premises" or "on duty" or "at work" or "working" whenever the employee is:

- ✓ On District property, including parking lots, at any time;
- ✓ On District time, even if off District premises (including meal and rest periods);
- ✓ On the property and/or at the facilities of customers, clients and/or vendors of the District;
- ✓ Driving or riding as a passenger in a District vehicle at any time or a private conveyance on District time for which the District reimburses expenses;

and/or

- ✓ At a job site, while on or off District time.

NOTE: The above definitions are for purposes of this policy only and are not intended to define hours worked for compensation purposes.

**9I.** "Possession" when referred to in this policy includes controlled substances, drugs, alcohol or items of contraband; being physically held by a person and/or stored or deposited in areas the employee controls (e.g., offices, desks, inside purses, lunch boxes, personal automobiles, lockers and limited-access work areas).

**10J.** "Proof of Compliance" when referred to in this policy means a statement by a District approved treatment licensed or certified substance abuse professional/treatment specialist that the employee has complied with treatment program requirements and is free from conditions that would adversely affect work performance. Treatment program requirements may include refraining from work for a reasonable period of time.

**11K.** "Reasonable Suspicion" when referred to in this policy means facts, circumstances, physical evidence, physical signs and symptoms, or a pattern of performance and/or behavior that would cause a **prudent person to reasonably conclude** that an employee **may** be "under the influence" or "in possession" of a prohibited substance or has used a prohibited substance which is or appears to be affecting his/her job performance.

**12L.** "Refusal of Testing and/or Rehabilitation" when referred to in this policy means refusing to submit to testing, and/or refusing to enter or complete a rehabilitation program or, and/or refusing to cooperate in the testing process and, any of which will have the same disciplinary result as a positive test result or failing the drug test. Refusing to cooperate in the testing process will also include failing to produce a urine specimen within the two (2) hour time period.

**13M.** "Safety/Environmentally/Security Sensitive Position" (SESSP; hereafter referred to as 'a safety-sensitive position') when referred to in this policy means a position that satisfies all of the following criteria:

- (a) the duties involve a greater than normal level of trust, responsibility for or impact on the health and safety of others; and
- (b) errors in judgment, inattentiveness or diminished coordination, dexterity or composure while performing the duties could clearly result in mistakes that would endanger the health and safety of others; and
- (c) employees in these positions work with such independence, or perform such tasks that it cannot be safely assumed that mistakes such as those described in (b) could be prevented by a supervisor or another employee.

which requires that the employee perform, or is responsible for performing, primarily or specifically, duties which are directly related to the safe operation or security of the District including, but not limited to District assets, files, employee or customer privacy information, a facility or piece of equipment, including a District or personal vehicle driven in or on safety or environmentally sensitive operations and/or property, and which, if not performed properly, could result in a serious safety risk, security or environmental hazard to the District, an employee, a client, a facility, or the general public.

A safety sensitive position is any operations, maintenance, or emergency response function in which an improper action or failure to take appropriate action could result in irremediable consequences for the District, significant property or environmental damage, and/or leading to injury or death to any person. In such circumstances the employee or others may have no reasonable opportunity to recognize, intervene, and rectify a mistake before the harm occurs.

An employee who has the responsibility of supervising, managing, or directing, either directly or indirectly, the ~~safety/environmentally/security~~safety sensitive duties of employees who perform such duties shall be considered ~~as having a Safety/Environmentally/Security Sensitive~~ a "safety-sensitive" position.

#### 14. "Under The"

N. "Thresholds" when referred to in this policy means the applicable minimum level at or above which a substance is present and identified in the tested specimen and may be a violation of the policy. Two thresholds are identified for each substance on the testing panel: a screening threshold and a confirmation threshold. When a substance is present and identified in the tested specimen at or above the screening threshold for that substance, the specimen is processed for confirmation testing. When a substance is present and identified in the tested specimen at or above the confirmation threshold, it is considered a positive test result and is a violation of the policy.

O. "Under the Influence" when referred to in this policy shall include, but not be limited to, an employee reporting to work or working with alcohol, intoxicating beverages, illegal drugs, narcotics or controlled substances, ~~some prescription or over-the-counter medications, and/or any combination of the listed substances~~ in his or her system, including when said substance actually or potentially affects the nervous system, brain, muscles or other parts of a person's body.

Employees may be requested to cooperate in "fitness for duty/under the influence" exams and ~~drug/alcohol~~drug and/or alcohol testing (using bodily fluid specimens such as urine ~~or~~ blood ~~or~~ saliva, ~~or~~and/or breath ~~or~~ hair samples) under the conditions and situations discussed ~~below~~ in this policy.

15P. "Voluntary" Surrender when referred to in this policy means done or brought about by one's own free will, done by intention and not by accident, or not to conceal exposure/consequence. As stated in the policy, "voluntarily coming forward" means before a ~~drug/alcohol~~drug and/or alcohol test, and/or ~~discipline has been decided, and/or~~before the employee has been selected for testing, and/or before the occurrence of an incident or situation that will lead to a required test, and/or before discipline has been considered.

Examples of failure to meet the ~~"voluntary"~~"voluntary surrender" standard are after:

- ✓ The employee has been informed of a testing requirement, i.e. post-incident, reasonable suspicion, random, etc.
- ✓ The employee has been selected for testing but has not yet been informed.
- ✓ The decision to discipline (terminate) the employee ~~has been made~~is under consideration.



- 
- ✓ The employee comes forward, but it is later learned a requirement for testing preceded the surrender.
  - ✓ Any other circumstance that clearly establishes the employee **failed** to meet the **voluntary surrender** requirement.

---

---

## IV. PROHIBITED ACTIVITIES

### 1A. Narcotics, Illegal Drugs, Controlled Substances or Items of Contraband

The unlawful use, possession, manufacture, distribution, transfer, dispensation, purchase or sale of narcotics, illegal drugs, controlled substances, synthetic or "Designer" drugs (hereinafter referred to as "drugs"), drug paraphernalia or items of contraband, by any employee while on duty, while on District premises or in any District vehicle or on any job site of a customer is prohibited. The only exception shall be for properly used prescription drugs prescribed by a licensed physician as medication for use by the person possessing such substances.

### 2B. Misuse of Legal Drugs

The misuse of any legal drug (whether prescribed or over-the-counter) is prohibited. Misuse includes, but is not limited to, use or possession of any drug for which a prescription is required, but for which an employee does not have a valid prescription, or use or possession of a prescribed drug in quantities greater than the amount prescribed.

Please note: The West Kern Water District Drug, Alcohol and Contraband Control policy does not recognize the legal use of marijuana (cannabinoids) under state laws to be a valid explanation for an employee's positive drug test result based on testing for or presence of psychoactive metabolites as defined under state and/or federal laws and regulations.<sup>2</sup> Reasonable accommodation will be considered, specific to the job role/requirements, at the sole discretion of the District, for those individuals testing positive and does not alter the District's right to take action as outlined in this policy.

The District recognizes that many employees use prescription and over-the-counter medicines. This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. However, an employee taking medication should consult with a health care professional to review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources representative. The District reserves the right to determine if work is available within the restrictions provided by the health care professional due to the use of prescribed or over-the-counter medications. Employees may be required, upon request, to obtain and present a written, signed statement from their medical practitioner verifying that the prescribed or over-the-counter medication is not and will not interfere with the employee's ability to perform their job safely. In addition, the employee must carry any medication in its original container which identifies the medication dosage and, if requested, make this information available for review by the District's contracting physician.

---

<sup>2</sup> Employees in the building and construction trades and applicants or employees subject to 1) federal background investigation, 2) federal clearance, 3) receiving federal funding, 4) receiving federal licensing-related benefits, or 5) entering into a federal contract, remain subject to testing for the psychoactive and non-psychoactive metabolites of marijuana (cannabinoids).

---

Except as provided, the use of any legally obtained drug by any employee while performing District business or while in a District facility is prohibited to the extent such use may affect the safety of the employee, co-workers, or members of the public, the employee's job performance, or the safe or efficient operation of the District facility. Employees ~~in safety/environmentally/security sensitive positions~~ are required to advise their supervisor whenever they work while taking a legal drug that may have such adverse effects on their safety and/or job performance. An employee may continue to work, even though under the use of a legal drug, if Management has determined, after consulting with the "contracting physician" and Human Resources, that the employee does not pose a threat to his or her own safety, or the safety of co-workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to ~~take a leave of absence or~~ comply with other appropriate action determined by Management.

~~If requested, the employee shall be required to provide written, signed documentation from his or her doctor verifying that the medication is not and will not impair his or her ability to safely perform his or her job. Reasonable accommodation will be considered, specific to the job role/requirements, at the sole discretion of the District, for those individuals testing positive and does not alter the District's right to take action as outlined in this policy.~~

Any employee called back to work **will** notify the calling party and/or the on duty supervisor if they are unable to report to work due to use of a prescription drug or over-the-counter drug (including consumption of alcohol) ~~has been taken~~ that would or could affect the safe performance of their job.

### 3. C. Marijuana (cannabinoids)

Use of marijuana (cannabinoids) remains illegal under federal law, even in certain States where its use has been approved for recreational or medical use. Notwithstanding any other provision of this policy and balancing concerns about, and obligations arising from, marijuana's federal illegality, safety issues, and employment law protections established for away-from-work marijuana use under state law, the following expectations apply with respect to marijuana use that is lawful under laws of the states for the District locations to which an applicant applies or an employee works. At all times District policy implementation and administration will be in accord with law.

Because marijuana use is unlawful under federal law, the District at all times strictly prohibits possessing or using marijuana and marijuana products in the workplace, during working time, or while working in/on District owned or leased premises, and in District-owned or leased vehicles, as well as personal vehicles being used for District business. Employees are, additionally, at all times prohibited from working under the influence of marijuana while impaired by marijuana, including medical marijuana. Further, the District may take adverse action to the fullest extent permitted by law based on a failed drug test, which, depending on the law of the particular State, may be a confirmed positive test result for psychoactive tetrahydrocannabinol (THC) in marijuana (including medical marijuana), when marijuana is in an employee's system, or if an employee is working while under the influence of marijuana. If required by State law, the District will comply with requirements to show impairment in addition to a positive test result for psychoactive THC before taking adverse action.

Employees who are covered by DOT drug and alcohol regulations are strictly prohibited from using any form of marijuana, including medical marijuana, and in no event will a positive test result on a DOT-required drug test be excused on the basis that the employee was allowed to use marijuana based on State law.

Subject to DOT or other legally mandated or government limitations and subject to any state or local law exceptions such as, in some states, the loss of a monetary or licensing benefit under federal law or regulations the District: (1) will not refuse to hire an individual or take adverse action toward an employee based on the individual's status as a patient who is using medical marijuana in accordance with state law in the location to which an individual applies or where an employee works; (2) will comply with any reasonable accommodation, leave of absence, or other obligations with respect to marijuana users as may be required under applicable law, as well as with laws imposing employment protections/requirements for away-from-work marijuana use. Where required by applicable law, the District shall only take adverse action toward an employee where the marijuana test result for the psychoactive THC metabolites are at or above the established threshold.

#### D. Alcohol or Intoxicating Beverages

Unless otherwise specifically authorized, the District prohibits the use, possession, purchase, sale, transfer or transportation of alcoholic beverages at work, while on duty, while on District premises, while in a District vehicle, and/or while on District business off the premises.<sup>4</sup> To the extent not rendered illegal by any law, regulation or ordinance, the prohibitions on alcoholic beverages may from time to time be waived by Management at its sole discretion, e.g., for District sponsored functions. However, any such waiver shall not relieve employees of their obligations under state law and/or to perform their allotted duties in a safe and efficient manner.

#### E. Reporting to Work or Working While Under the Influence of Alcohol, Intoxicating Beverages, Illegal Drugs, Narcotics or Controlled Substances

Reporting to work or working while under the influence of alcohol, intoxicating beverages, illegal drugs, narcotics or controlled substances is prohibited. (As described elsewhere in this policy, the District will address legally prescribed substances as appropriate.)

For the purpose of this policy, the term "under the influence" shall include, but not be limited to, an employee reporting to work or working with alcohol, intoxicating beverages, illegal drugs, narcotics or controlled substances in his or her system, including when said substance actually or potentially affects the nervous system, brain, muscles or other parts of a person's body.

#### 5F. Criminal Convictions

All employees convicted of a criminal drug or alcohol offense, including Driving Under the Influence (DUI), must notify the District within five (5) days of such conviction. When required to comply with federal and/or state laws, including the requirements of the Federal Drug-Free Workplace Act of 1988 (including all D.O.T./D.O.E. programs), all employees convicted of a criminal drug offense, occurring in the workplace, must notify the District within five (5) days of such conviction. ~~The~~ the District must report the conviction within 10 days to the appropriate contracting or granting agency. ~~If the District chooses to impose sanctions,~~ and the District must, within 30 days, impose sanctions against the

---

employee. Sanctions may range from discharge to requiring satisfactory participation in and completion of a drug abuse treatment program, ~~against the employee.~~

#### **6C. Failure to Cooperate During Searches, Investigations and Testing**

In order to accomplish the purpose of this policy and pursuant to applicable law, the District reserves the right to carry out reasonable searches of individual employees and their personal effects when employees are on District premises or in any District vehicle, while employees are on duty, or while employees are at a job site of a customer. Personal effects of employees include, but are not limited to, personal vehicles, baggage, lockers, tool boxes, and lunch pails food containers/carriers. Searches of employee personal property may be initiated without prior notice and conducted at times and locations deemed appropriate by the District, when circumstances or workplace conditions justify or there is reasonable suspicion to believe that the employee or employees are in violation of this Ppolicy.

The District provides its employees with all things necessary to perform their work-related tasks, such as offices, desks, shelving, lockers, computers, personal digital assistant (pda's), cellular telephones, voice mail, vehicles, and the like. Any such item provided to the employee by the District remains the property of the District and is issued for use by employees only during their employment. In this regard, inspections of all offices, desks, files, lockers, computers, pda's, cellular telephones, voice mail, District vehicles, and the like may be conducted at the discretion of the General Manager, or an appointee designated by the General Manager, who will possess a letter of authorization during the actual time of inspection. Prior to inspecting an employee locker, the employee will be notified and, if he or she so chooses, may be present during such inspection.

An inspection can occur at any time, with or without advance notice or consent, before, during, or after working hours. Any prohibited materials found in the areas being searched, including, but not limited to, firearms, weapons, explosives, alcohol, non-prescription drugs or medications (other than over the counter pain, sinus, or cold medications, and the like), drug paraphernalia, or evidence of misuse of District equipment, including use of equipment for personal reasons, may subject the employee to An employee's consent to an inspection is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination. All District property shall remain fully accessible to the District. Employees who are provided access to computers are required, as soon as reasonably possible, to advise the General Manager, or his designated appointee, of any password needed to gain access to the computers, or the Internet, as well as any changes to such password.

In conjunction with implementing this policy, the District has posted notices in conspicuous places throughout its facilities informing all employees and prospective employees of the District's policy, , even for the first refusal.

Inspections of District property, facilities or work areas can be conducted at any time and do not have to be based on reasonable suspicion.

The District also reserves the right to utilize scent trained canine(s) and handler(s) who are certified in the detection of prohibited substances, paraphernalia, packaging and other items of contraband in accordance with applicable law.

---

Employees may be requested to cooperate in "fitness for duty/under the influence" exams and ~~drug/alcohol~~drug and/or alcohol testing (using bodily fluid specimens such as urine, blood, or saliva, and/or breath or hair samples) under the conditions and situations discussed below in this policy. Employees may also be requested to cooperate in a further evaluation and consultation with a "contracting physician" to determine whether employee may safely perform employee's duties. Employees have the right to refuse to be searched or have personal effects searched or to not cooperate in the requested tests and exams; however, refusal to permit such searches or to cooperate in such lawfully permitted tests and exams by any employee may will result in ~~suspension without pay and/or~~disciplinary action, up to and including termination of employment.

The District further reserves the right to discharge immediately any employee who is found to have tampered with or falsified a test ~~sample.~~specimen.

All employees are required to cooperate in any of the above when requested to do so pursuant to governmental laws, rules or regulations, and/or contract (client/customer) agreement. District employees will cooperate when a client/customer is conducting a "contraband" inspection/search, and/or post-incident/injury, pre-assignment, unannounced/unscheduled and random drug and alcohol testing where applicable. Failure to cooperate with client, customer or contract requirements may result in disciplinary action, including termination, even for the first refusal and/or may require removal of the employee from the client or customer's property.

---

## V. DRUG AND ALCOHOL TESTING

The District reserves the right to request a specimen source (normally a urine specimen is requested ~~but~~ blood, breath ~~or~~ saliva, or hair are other possible specimen options available to the District) for the purpose of drug/alcohol drug and/or alcohol testing in circumstances as described in this program and deemed appropriate in its sole discretion. If the District receives a drug test result indicating that an employee/applicant's specimen was a negative-dilute, the District has determined that the individual is to be directed to take another test immediately. The second test should be conducted under the same collection method/procedures as the first test. The result of the second test will be accepted as the final result. If the second test result is also negative-dilute, no further testing will take place and the District will record the final result as a 'negative result'. If an employee/applicant is directed to take another test, and decline to do so, it will be considered as a refusal and will have the same disciplinary result as a positive test result or failing the drug test. The District's primary collection methods will be oral fluids and/or urine utilizing the Supervised urine collection method. The District may choose to use other collection methods under varying circumstances, at the District's sole discretion. These circumstances for said testing include, but are not limited to, the following:

- 1A. **Final Candidate Testing.** Final candidates with conditional job offers of employment will be asked to submit to ~~(urine, hair and/or saliva)~~ drug/alcohol drug, and/or alcohol, testing; and to authorize the release of the test results to the District. Final candidates whose test results are positive (prohibited substances present) will have conditional job offers withdrawn, unless the positive test is explained by legitimate medical reasons. Applicants who withdraw from consideration and final candidates whose offers are withdrawn may not reapply or be considered for employment in the future.
- 2B. **Required Programs and Testing (Government, client, contract, or other).** A drug/alcohol drug and/or alcohol test may be requested whenever required by governmental laws, rules or regulations, including the U.S. Department of Transportation, Department of Defense, Department of Energy, and/or by contract agreement, any of which may include post-incident/-injury, pre-assignment, ~~unscheduled~~ unannounced/unscheduled and random drug and alcohol testing.
- C. **Post-Incident Injury/Illness Testing.** Any employee involved in an on-the-job incident in which the employee is injured or reports an injury or illness, or requires immediate medical care by a licensed medical provider, and the circumstances of the incident reasonably suggest that drug and/or alcohol use was likely to have contributed to the injury or illness will be asked to submit to drug and/or alcohol testing. Individuals involved in the incident who were not injured may also be asked to submit to drug and/or alcohol testing if their actions have not or cannot be eliminated as a contributing factor as a cause for the incident.
- D. **Post-Incident Vehicle Testing.** All employees, when operating a District vehicle; or motorized equipment in the course and scope of employment, involved in an incident, where their actions have not or cannot be eliminated as a contributing factor, **will** be asked to submit to drug/alcohol drug and/or alcohol testing. Where reasonable suspicion exists that the passenger's actions have not or cannot be eliminated as a contributing factor as a cause for the incident, the passenger **may** be asked to submit to drug/alcohol drug and/or alcohol testing. If the vehicle incident involved an injury to an employee and/or individual which requires immediate medical care by a physician will be asked

to submit to drug/alcohol testing (s) or report of injury/illness by the employee(s), see paragraph V. (C.) above regarding post-incident injury/illness testing.

- E. **Post-Incident Property Damage Testing.** All employees involved in an on-the-job incident, where their actions have not or cannot be eliminated as a contributing factor, resulting in property damage or loss, **may** be asked to submit to drug/alcohol drug and/or alcohol testing. If the property damage incident involved an injury to an employee(s) or report of injury/illness by the employee(s), see paragraph V. (C.) above regarding post-incident injury/illness testing.

Note: Following the reporting of the an incident (item 3C., 4D., or 5E. above), it is the responsibility of the supervisor or another member of department management to meet the employee at the scene, secure the scene and/or vehicle and transport the employee to the industrial medical clinic and/or make appropriate arrangements for drug and/or alcohol testing and medical treatment, if necessary.

The decision to allow an employee to return to work in a safety/environmentally/security sensitive position or to return to a client's premises following an accident or incident is at the sole discretion of the District and/or based on client requirements. For any post-incident situation, the employee is not permitted to operate a District vehicle and/or continue to perform "safety sensitive" work, if the supervisor has any question and/or suspicion surrounding the employee's fitness fitness for duty.<sup>2</sup> This restriction will remain in effect until a satisfactory drug/alcohol drug and/or alcohol test result is obtained. Supervisors will be notified of the employee's status by Human Resources. The practice of West Kern Water District is to allow an employee to return to work following a negative test result utilizing a rapid test, pending confirmation testing at the laboratory. Should the rapid test result be a non-negative finding, the employee will stand down pending the receipt of a negative confirmation laboratory test result.

Failure to report work-related incidents is in direct violation of District policy. Employees found in violation will be subject to immediate disciplinary action up to and including termination of employment.6.

- F. **Unannounced Random Testing (For SESSP Only).** The District has determined that random drug and alcohol screens are in the best interests of the employees, the public, and the continued health of the District. Unannounced Random Drug Testing will be conducted on all personnel assigned to safety sensitive positions as defined in this document.

1. Unannounced Random Drug Screening Testing will be conducted according to the following guidelines:

- a-) The minimum number of tests (annually) will equal 10% of the covered employees. **Selection of individuals to be tested will be truly random (strictly on the basis of chance) with all affected employees having an equal probability of being selected each time.** The selection process will be done by a disinterested third party (contracted provider) to ensure objectivity and thereby preclude the need to defend charges of biased random selection.



- b-) All employees who are determined to be in safety/environmentally/security sensitive positions (SESSP) are subject to random ~~alcohol/drug~~ alcohol and/or drug screening. Procedures for activating and determining SESSP are located in Appendix B.

Safety/Environmentally/Security Sensitive Positions (hereafter referred to as “safety sensitive”) ~~includes~~ is any operations, maintenance, or emergency response function which can directly influence operations to the extent that an improper action or failure to take appropriate action could result in irremediable consequences leading to injury or death to any person and/or significant property or environmental damage. In such circumstances the employee or others may have no reasonable opportunity to recognize, intervene, and rectify a mistake before the harm occurs.

District management will identify what functional positions meet this definition and identify the employees who fill them. A current roster of employees by name and position will be maintained at all times and provided to the third-party contracted provider as part of the random selection process. The list of position titles will be posted for reference by all employees to ascertain if their position is considered to be a SESSP and, therefore, subject to random testing.

- 1) Random screening of employee(s) assigned “safety sensitive” jobs will be conducted at a frequency determined by the District. The District reserves the right to increase or decrease the frequency of testing at any time ~~and without notice~~. The District will ensure the random testing program is spread equally throughout the calendar year and that the testing is representative and proportionate to the days/hours of operation for their business.

- 2) The date of the screening will be held confidential by management until the day the screening is conducted. Selected employees will receive no prior notice of screening and will be required to report for screening as soon as notified and without unnecessary delay.

- 3) The employees selected for any given draw period will be tested during that draw period only. Employees who are temporarily unavailable on the scheduled date and time for testing will be required to complete the testing process prior to the expiration of the draw period. At the expiration of the draw period, no further attempts will be made to test employees who were unavailable for testing.

If the employee is on approved leave/absence longer than the expiration of the draw period, the employee will be cleared from the selection list by written authority of the District’s Drug, Alcohol and Contraband Control Program Manager. The written authority will be sent to the Third-Party-Administrator (Contraband Control Specialists, Inc.); and will state the employee is “unavailable” for testing beyond the expiration of the draw period and will also include the reason.

An example given: John Doe is “unavailable” to meet the random selection test compliance requirement because he is on District approved “medical leave.”

Employees to be tested will be selected by a computer-based generator in one of the following ways:

- a.) random selection of employees equal to at least ~~2.5%~~ 3% (or less, quarterly)- of total number of covered employees currently active in the unannounced random testing "selection pool" of safety sensitive job assignments; or;
  - b.) random selection and testing can be based upon one or more individual employee(s), and/or one or more shifts, locations, work assignments, areas, worker classification and/or any other grouping.
- 4) The annualized rate of number of tests performed will equal (at least) **10** percent of covered employees. Due to the nature of random selection, it is probable that employee(s) will be selected for screening more often than once per year. Participation in the Unannounced Random Testing does not preclude an employee from participation in the Unannounced Random Descending Testing noted below.
  - 5) Refusal to cooperate with random screening is a violation of District policy and will have the same disciplinary result as a positive test result or failing the drug test. This discipline may result in the employee's termination from employment and will be considered a positive test.
  - 6) Employees who participate in random screening will not be excluded from a District facility, assignment or work location pending the outcome of the test. If the test results are negative, no further action will be taken.
  - 7) If the results of the random alcohol/drug alcohol and/or drug screening are positive, the employee will be disciplined according to District policy, up to and including termination. When required, client/operator representatives will be notified, and the employee will be excluded from any work location, rig or facility as required by contract.

**G. Unannounced Random Descending Testing (For SESSP Only).** The District has determined that random drug screens are in the best interests of the employees, the public, and the continued health of the District. Unannounced Random Testing, as described above, will be conducted on all personnel assigned to safety sensitive positions as defined in this document and, in addition, the District **will** initiate random descending selection of covered SESSP employees, in addition to or in conjunction with the required annual random percentage rate stated above, to meet the specified employer, Client or Contract random testing protocols.

Random descending selection is a selection method utilizing a computerized random generator and a diminishing pool of the covered SESSP employees will consume itself every Four (4) years (i.e., each employee having some form of negative result drug and/or alcohol test will be removed from the pool to ensure all employees are tested at least once every Four (4) years). At the completion of the **Four (4)** year period, the random descending selection pool will be renewed and all then-current SESSP covered employees will be entered into the pool at that time beginning a new Four (4) year consumption period.

---

1. Unannounced Random Descending Drug Screening selection will be conducted ~~on a~~ according to the following guidelines:

- a) The minimum number of tests (annually) will equal 50% (25%, 30%, or other) of the covered employees. Selection of individuals to be tested will be truly random (strictly on the basis of chance) with all SESSP covered employees initially entered in the pool. The selection process will be done by a disinterested third party (contracted provider) to ensure objectivity and thereby preclude the need to defend charges of biased selection.
- b) All employees who are determined to be in safety/environmentally/security sensitive positions (SESSP) are subject to unannounced random alcohol and/or drug screening. Procedures for activating and determining and identifying SESSP are located in Appendix B.

Safety/Environmentally/Security Sensitive ~~Positions/Titles~~ (SESSP):

Positions (hereafter referred to as "safety sensitive") is any operations, maintenance, or emergency response function which can directly influence operations to the extent that an improper action or failure to take appropriate action could result in irremediable consequences leading to injury or death to any person and/or significant property or environmental damage. In such circumstances the employee or others may have no reasonable opportunity to recognize, intervene, and rectify a mistake before the harm occurs.

District management will identify what functional positions meet this definition and identify the employees who fill them. A current roster of employees by name and position will be maintained at all times and provided to the third-party contracted provider as part of the random selection process. The list of position titles will be posted for reference by all employees to ascertain if their position is considered to be a SESSP and, therefore, subject to random testing.

- 1) Unannounced Random Descending screening of employee(s) assigned "safety sensitive" jobs will be conducted at a frequency determined by the District. The District reserves the right to increase or decrease the frequency of testing at any time. The District will ensure the random testing program is spread equally throughout the calendar year and that the testing is representative and proportionate to the days/hours of operation for their business.
- 2) The date of the screening will be held confidential by management until the day the screening is conducted. Selected employees will receive no prior notice of screening and will be required to report for screening as soon as notified and without unnecessary delay.
- 3) The employees selected for any given draw period will be tested during that draw period only. Employees who are temporarily unavailable on the scheduled date and time for testing will be required to complete the testing process prior to the expiration of the draw period. At the expiration of the draw period, no further attempts will be made to test employees who were unavailable for testing.

If the employee is on approved leave/absent longer than the expiration of the draw period, the employee will be cleared from the selection list by written authority of the District's Drug, Alcohol and Contraband Control Program Manager. The written authority will be sent to the Third-Party-Administrator (Contraband Control Specialist, Inc./Specialists, Inc.) and will state the employee is "unavailable" for testing beyond the expiration of the draw period and will also include the reason. The employee will remain in the Unannounced Random Descending pool.

An example given: John Doe is "unavailable" to meet the unannounced random descending selection test compliance requirement because he is on District approved "medical leave."

Once the initial pool of covered SESSP employees at least every six months for review and verification. Your third-party provider has been established by the employer, employees to be tested will be selected from the pool by a computer-based random generator. Employees will remain in the unannounced random descending pool until their name has been selected for an unannounced random descending test and the employee has been tested. Upon confirmation of a negative test result, the employees name will be removed from the unannounced random descending pool.

- 4) The rate of number of tests performed will equal (at least) 25 percent of covered employees each year, to assure all SESSP covered employees are tested at least once every four (4) years. Participation in the Unannounced Random Descending Testing does not preclude an employee from participation in the Unannounced Random Testing noted above.
- 5) Refusal to cooperate with random screening is a violation of District policy and will have the same disciplinary result as a positive test result or failing the drug test. This discipline may result in the employee's termination from employment and will be considered a positive test.
- 6) Employees who participate in random screening will not be excluded from a District facility, assignment or work location pending the outcome of the test. If the test results are negative, no further action will be taken.
- 7) If the results of a random alcohol and/or drug screening are positive, the employee will be disciplined according to District policy, up to and including termination. When required, client/operator representatives will be notified, and the employee will be excluded from any work location, rig/or facility as required by contract. The employee(s) name will be removed from the Random Descending Testing pool.

**H. Reasonable Suspicion Testing.** The District will further require employees to submit to drug and/or alcohol testing when it determines, in its sole discretion, that reasonable suspicion exists that an employee or employees are engaged in activities prohibited by this policy.

Each and every situation will be considered individually to determine if Reasonable Suspicion does, for the purpose of drug and/or alcohol testing, in fact, exist. Reasonable Suspicion includes, but is not limited to:

- a.) Investigated reports of an employee creating unsafe working conditions as a result of possible drug or alcohol use on District premises or prior to reporting to work.
- b.) Observable, objective signs that an employee may have used a prohibited substance which may include, but are not limited to the following: unsteady gait, slurred speech, odor of alcohol or marijuana, abnormal eye findings (reddish eyes, watery eyes, dilated or constricted pupils, heavy or overly alert eyes, swollen eyes), skin lesions, unreal self-perception, paranoia, confusion, time distortion, rapid speech and/or movement, and mood and/or energy swings.
- c.) Excessive absenteeism, observed erratic behavior or impairment and/or deteriorating job performance, as determined by the District.
- d.) An on-the-job incident or "near miss" which is unexplained and having suspicious circumstances, or where there was significant property damage or the potential for significant property damage or serious personal injury, as determined by the District.
- e.) A determination during the course of a "fitness for duty/under the influence" exam that there is reasonable suspicion to believe that an employee is affected by the use of alcohol or drugs. A "fitness for duty" test shall consist of observation and/or measurement of physiological responses and motor skills of an employee by trained personnel.

I. **Post-Treatment Testing.** The District encourages and supports employees who believe they have a substance abuse problem to "come forward" on their own and seek help.

Any individual with an alcohol ~~or~~and/or drug abuse problem who *voluntarily surrenders and* comes forward as described below and who, thereafter, cooperates with the District for treatment and rehabilitation will NOT be subject to disciplinary action for doing so. The District may remove the employee from safety, environmentally or security sensitive job functions or provide unpaid leave. These actions by the District are not considered disciplinary. However, creating a threat to safety by failure to satisfactorily or successfully participate in treatment, or withdrawal from treatment before completion, will result in disciplinary action up to and including termination.

As stated in the policy, "voluntary surrender" means coming forward before a drug and/or alcohol test, and/or discipline has been considered, and/or the employee has been selected for testing, and/or the occurrence of an incident or situation that will lead to a required test.

- a.) Once an individual has successfully completed a treatment program, he/she will participate in a drug (urine, oral fluids, and/or hair specimen) and/or alcohol testing program monitored by the District. These and other conditions will be provided to the employee in written form (refer to site manual for example of "Last Chance Letter of Agreement" form) and the employee will be required to sign this agreement as new terms of continued employment.
- b.) Prior to the employee returning to duty, he/she will provide (at the lab/facility of the District's choice) at least one drug and/or alcohol test that reveals no detectable amount of a substance prohibited by this policy, at or above the established cut-off level (threshold).

---

---

## VI. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. Any employee who comes forward (on a voluntary surrender basis) as described above, will receive reasonable accommodation (including, but not limited to, being reassigned to job functions which are not considered safety, environmentally, or security sensitive or providing unpaid leave) for treatment of a drug- and/or alcohol-related problem. The District is unable to pay the cost of treatment other than that which may be available through the District's health insurance plan.
- 2B. The District will maintain a ~~comprehensive~~ resource list of treatment, counseling and assistance programs for drug and/or alcohol-related problems.
- 3C. The District will make available to all employees ~~toll-free numbers~~, at every District location, toll-free numbers regarding drug and alcohol education and information for self-referral for assistance and/or treatment.
- 4D. The District will make available programs and information to all employees regarding drug and alcohol abuse, use, and health and safety risks attached to such activity. Programs will be directed at the workplace, community, and the home. Information and programs may consist of written materials, live lecture, automated presentations, etc.
- 5E. The District will maintain a "Post Treatment" testing program to protect the recovering employee, his/her fellow employees, the public, and our customers. These types of follow-up treatment programs have proven successful for increasing recovery for many patients.
- 6F. The District also reserves the right to modify the EAP program as it deems necessary.
- 7G. Financial responsibility for participation in treatment programs is the employee's responsibility. Insurance benefits may be available.
- 8H. Information pertaining to test results, treatment or other related medical information will be treated as confidential ~~(per~~ in accordance with any applicable state or federal regulations (including the California Confidentiality of Medical Information Act) and only released to designated representatives and/or for lawful compliance for information release. The District will also treat test results, treatment, or other related medical information as confidential and said information will be released within the District on a strict "need to know" basis and WILL NOT be included in the employee's personnel file.

---

---

## VII. DRUG AND ALCOHOL TESTING GUIDELINES

A. Specimens for testing shall be collected under sanitary conditions and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable specimens. The District's primary collection methods will be oral fluids and/or urine utilizing the Supervised urine collection method. The District may choose to use other collection methods under varying circumstances, at the District's sole discretion.

B. The individual being tested will be given a reasonable and sufficient amount of time (up to two hours) to provide the required (urine) specimen. The amount of time **may be extended**, at the sole discretion of the District, when the donor provides information and/or evidence to justify extending the collection time. The employee may be required to produce this information and/or evidence to the District and/or the District's contracting physician for verification and confirmation.

If the individual being tested fails to provide the required (urine) specimen within the allotted time period and offers no reasonable/acceptable explanation for extending the collection time and/or for not doing so, the District will consider this a refusal.

C. The individual being tested will be given the opportunity to provide information to the District's contracting physician which he/she considers relevant to the test.

D. The District shall pay all costs of tests requested by the District. Individuals testing positive will be given the opportunity to explain the positive test and/or provide information to the District's contracting physician which he/she considers relevant to the test. The cost of any review requested by the employee, to be conducted by the District's contracting physician of a second medical opinion provided by the employee as an explanation of a positive test result, will be at the sole expense of the employee, unless the review results in a reversal of the original positive test result.

E. All specimens collected (by certified collection technicians) will be properly sealed to prevent tampering, and an appropriate chain of custody will be maintained from point of collection to the testing laboratory and within the testing laboratory. The donor should not allow the specimen out of their presence until the specimen has been sealed, labeled, initialed and all paperwork completed.

F. All confirmation testing will be performed by a certified laboratory utilizing established laboratory procedures required by state and federal laws. When breath alcohol testing is being conducted, all confirmation testing will be performed by a Breath Alcohol Technician (BAT) (as defined by 49 CFR Part 40, as amended) using a D.O.T. approved evidential breath testing device.

G. All "positive" laboratory results (prohibited substance present, including metabolites, as defined under state and/or federal laws and regulations) obtained on initial screen, will be confirmed by the testing laboratory using an alternate, more sensitive method of testing. For marijuana (cannabinoids), the

---

---

screen and confirmation test shall be for the presence of psychoactive metabolites.<sup>3</sup> After a specimen is shown to be positive for a specific substance (or its metabolite, as defined under state and/or federal laws and regulations) and the presence of the substance (or its metabolite, as defined under state and/or federal laws and regulations) has been confirmed by an alternate method, the remaining specimen, if any, will be stored by the laboratory for a period of not less than one (1) year.

- H. Information pertaining to test results, treatment or other related medical information will be treated as confidential in accordance with any applicable state or federal regulations (including the California Confidentiality of Medical Information Act) and only released to designated representatives and/or for lawful compliance for information release. The District will also treat test results, treatment, or other related medical information as confidential.

---

<sup>3</sup> Employees in the building and construction trades and applicants or employees subject to 1) federal background investigation, 2) federal clearance, 3) receiving federal funding, 4) receiving federal licensing-related benefits, or 5) entering into a federal contract, remain subject to testing for the psychoactive and non-psychoactive metabolites of marijuana (cannabinoids).

---

---



---

---

## VIII. THE CALIFORNIA DRUG FREE WORKPLACE ACT OF 1990

**California Law** - Government Code 8350, et seq. which requires any organization awarded a contract or grant for the procurement of any property or services from any state agency to certify to the contracting or granting agency that they will provide a drug-free workplace by undertaking certain obligations. The District complies with all requirements of this law to the extent it is a covered employer under the law at any given time.

**Original Effective Date:** January 1, 1991

### **Obligations and Requirements:**

- (1) Publish a policy statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (also referred to as "prohibited material") is prohibited in the workplace and specifying the actions that will be taken (discipline) against employees for violation of the prohibition;
- (2) Establish a drug-free awareness program to inform employees about: (a.) the dangers of drug abuse in the workplace, (b.) the organization's policy of maintaining a drug-free workplace, (c.) any available drug counseling, rehabilitation, and employee assistance programs, and (d.) the penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide to covered employers a copy of the "published statement" as described in item number one (1) above. The District also requires that employees agree, as a condition of employment, to abide by the terms of the Drug-Free Workplace Act of the State of California.

### **Employees Covered by the Act:**

Any District, Organization, Group, Agency or Employer, and any employee engaged in the performance of the contract or grant, awarded a contract or grant for the procurement of any property or services from any California state agency.

### **Penalties for failing to comply with the Act:**

Failure to comply with the new rules may result in suspension of payments under a contract or grant, termination of the contract or grant, or both. Debarment from further government contracts may also occur in some cases.

*All covered employees, as a condition of employment, agree to comply with and abide by the terms of the California Drug-Free Workplace Act.*

---

---

## IX. COMMUNICATION AND TRAINING

- A. Employees will be provided a copy of or electronic access to this policy and of any changes or revisions that occur in the future.
- B. Employees will be provided information concerning the dangers associated with drug and alcohol abuse.
- C. Supervising employees will be provided additional training and education concerning drug and alcohol abuse, recognizing its symptoms, and appropriately handling situations involving substance use and abuse.
- D. Additional training and information will be provided whenever deemed desirable or necessary by the District.

**X. DISCIPLINARY ACTION**

A. Any employee determined by West Kern Water District to have engaged in any of the prohibited activities set forth in this policy, without an explanation satisfactory to the District, will be subject to disciplinary action up to and including termination from employment. Termination may occur for a first offense.

B. Should a prohibited substance (including a metabolite, as defined under state and/or federal laws and regulations) be detected at or above the established cut-off level (threshold), this policy will be deemed to have been violated and the District reserves the right to discipline the employee, up to and including immediate termination, irrespective of when or where the prohibited substance entered the employee's system. Depending on the position, West Kern Water District employees may perform safety/ environmentally/security sensitive work. The District will utilize the form in Appendix C to assess whether the District will exercise its' option to offer the employee a "Last Chance Letter of Agreement." However, offering a Last Chance Letter of Agreement remains at the complete discretion of the District and in no way changes the nature of "at will" employment for the employee.

1. When a prohibited substance is detected and confirmed during drug and/or alcohol screening, at or above the established cut-off level (threshold), the employee may qualify to be offered a "Last Chance Letter of Agreement" in lieu of termination provided the employee:

- a) Has no circumstances in aggravation the District must consider in light of the incident, facts and/or specifics involving the positive test result. Repeated positive test results and/or refusal to complete the collection and testing process, will be considered an aggravated offense and may result in termination without a last chance agreement, and
- b) The employee agrees to enter into a "Last Chance Letter of Agreement" and to participate in a rehabilitation program that meets District approval. Such program may include the requirement that the employee be certified as cleared to return to work by a certified/accredited rehabilitation specialist. This program may also include refraining from work for a reasonable period of time as determined by the District. The employee must agree to the terms of the "Last Chance Letter of Agreement." These terms may include routine testing at frequencies determined by the District.

I have read and understand West Kern Water District's Drug, Alcohol and Contraband Control Policy and I agree to be bound by the policy. I further acknowledge I have been informed that the District's primary collection methods will be oral fluids and/or urine utilizing the Supervised urine collection method. I also understand the District may choose to use other collection methods under varying circumstances, at the District's sole discretion.

Employee (printed) Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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

District Representative

Witnessed (print name) by: \_\_\_\_\_

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

Witnessed (signature) by: \_\_\_\_\_

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

---

---

## APPENDIX A

### CONTRACTOR DRUG AND ALCOHOL MONITORING PROCEDURES

- A. In order to assure a contractor's compliance with the District's Drug, Alcohol and Contraband Control Policy (DACCP) requirements, the following procedures are to be followed in determining compliance.
1. The District may provide in their Master Services Agreement that contractor must establish and implement a Drug, Alcohol and Contraband Control Program (DACCP) that meets or exceeds the District's policy.
  2. As an alternative to the above guidance, the District may provide coverage for the contractor's employees by including them in the District's testing program for the duration of the contract or work project. When contractor employees are covered under the District's program, the contractor shall ensure that their employees comply with all the provisions contained in the District's DACCP and shall be responsible for all costs associated with testing of contractor's employees.
- B. Confirmation of Contractor Compliance/Monitoring
1. **Qualifying Potential Contractor(s).** Qualifications of the potential contractor as it pertains to drug and/or alcohol and contraband control policies/procedures is assured by requesting the potential contractor to submit a copy of its DACCP for review and compliance with the District's requirements.  
  
After review of the DACCP is completed, written correspondence to the contractor will advise them whether or not the DACCP plan is acceptable or in need of further additions, deletions, revisions or clarifying language.  
  
Upon approval of the contractor's DACCP, a letter of acceptance is then sent to the contractor. The contractor is now eligible to bid on projects and/or work for the District.
  2. **Monitoring Contractor's Compliance.** The contractor may be required to provide information on their employees. This information may include the name and job title of its employees who will perform any work pursuant to the current contract. A list of each contractor's employees may be distributed to appropriate District field management personnel and job sites.  
  
Contractors shall retain copies of appropriate testing records required to prove compliance. The records and access to the contractor's property shall be readily accessible for inspection/audit by the District.
  3. **Statistical Submission.** All contractors will be required to submit DACCP testing statistical information on a periodic basis which may be based on the duration of the contract. Typically this requirement will be conducted on a quarterly basis. The District may require a more frequent schedule for submission of data should they determine a need for such statistics.

- 
- 
4. Statistical Record Retention. The District shall maintain a complete file on each contractor's statistical drug testing data reports. The District shall make available these reports when requested by a designated representative under which contract/jurisdiction the District operates.

---

---

## APPENDIX B

### GUIDELINES FOR ACTIVATING RANDOM DRUG TESTING AND DETERMINING AND IDENTIFYING SAFETY/ENVIRONMENTALLY/SECURITY SENSITIVE POSITION (SESSP) TITLES

- Step 1 Obtain a complete list of all “positions” or “titles” for all your employees. Make sure you do not leave out any person or position.
- Step 2 Obtain “job descriptions” or “work responsibilities” for each position or title. If this information is not available, have someone who is informed about the type of work each position performs assist in determining if the position meets the SESSP definition.
- Step 3 Consider each position and/or title as to whether the position meets the SESSP definition within the Drug and Alcohol Policy.

Definition: “Safety/Environmentally/Security Sensitive Position” (SESSP; hereafter referred to as ‘a safety-sensitive position’) is a position which requires that the employee perform, or is responsible for performing, primarily or specifically, duties which are directly related to the safe operation or security of the District, including but not limited to District assets, files, employee or customer privacy information, a facility or piece of equipment, including a District or personal vehicle driven in or on safety or environmentally sensitive operations and/or property, and which, if not performed properly, could result in a serious safety risk, security or environmental hazard to the District, an employee, a client, a facility, or the general public.

A safety sensitive position is any operations, maintenance, or emergency response function in which an improper action or failure to take appropriate action could result in irremediable consequences for the District, significant property or environmental damage, and/or leading to injury or death to any person. In such circumstances the employee or others may have no reasonable opportunity to recognize, intervene, and rectify a mistake before the harm occurs.

An employee who has the responsibility of supervising, managing, or directing either directly or indirectly, the safety sensitive duties of employees who perform such duties shall be considered as occupying a “safety-sensitive position.”

- Step 4 Indicate “yes” or “no” next to each and every position and/or title after a determination has been made as to whether the position and/or title is SESSP or not.

Note: Be careful here. Some positions and/or titles clearly do not meet the SESSP definition but, upon closer consideration, it is determined one or more of the employees working this position did qualify due to additional and/or unique job duties.

Example: An employee assigned to “sales” who routinely works in a SESSP position and/or supervises SESSP personnel.

When considering these unique employee(s), do not become too liberal in your interpretation of SESSP and final determination. A good rule here is: when uncertain, seek advice and guidance.



---

---

employees at least every six months for review and verification. Your third-party provider will consider the current list to be valid if they do not receive notice or corrections from you. It is very important that you keep the SESSP list current and valid.



APPENDIX C

**CRITERIA AND GUIDELINES FOR OFFER OF  
"LAST CHANCE AGREEMENT" IN LIEU OF TERMINATION**  
**Checklist - Worksheet**

**EMPLOYEE NAME:** \_\_\_\_\_

**Employee #:** \_\_\_\_\_

**District Representative:** \_\_\_\_\_

**District Representative:** \_\_\_\_\_

**QUALIFYING CRITERIA FOR LAST CHANCE AGREEMENT**

*(Note: Complete this section for any violation of District drug and alcohol policy, i.e., positive drug and/or alcohol test, etc., to determine if employee is eligible for Last Chance Agreement in lieu of termination. This section not necessary for voluntary surrenders.)*

- Admitted to violating the District's Contraband Control Program.
- Admitted responsibility for their actions and demonstrates remorse.
- Job performance:
  - Below Standard     Standard     Above Standard     Excellent
- Time with District:
  - Less than 90 days     Less than 12 months     1 to 4 years     4 to 10 years     + 10 years
- High risk issues/problems:
  - Uninsurable     Safety     Possession/Sales     Incidents/Near Misses     Severity of Violations
  - Other: \_\_\_\_\_

**Manager Approving Offer of "Last Chance Agreement":** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMPLOYEE ELIGIBLE FOR LAST CHANCE AGREEMENT  
IN LIEU OF TERMINATION**

- Policy violation: Employee approved, see above.
  - Voluntary surrender: See attached documentation.
1. Review terms and conditions of Last Chance Agreement with employee.
  2. If employee accepts terms and conditions, have employee sign and date Last Chance Agreement.
  3. Provide signed copy of Last Chance Agreement to employee. File original in employee medical file.
  4. Provide 2-3 copies of Consent for Release of Information form to employee.
- Employee accepted and signed "Last Chance Agreement." Date \_\_\_\_\_ Time \_\_\_\_\_

**Substance Abuse Professionals**

**First Step Counseling**

Contact: Melinda Rangel, CADC II, ICADC, SAP, IS  
Office: (661) 885-8828  
Fax: (661) 885-8968  
E-mail: [mgrangel.sap@gmail.com](mailto:mgrangel.sap@gmail.com)  
Area of service: Bakersfield

**Other Providers in Various Locations Available**

Contact CCS for detailed information

**LAST CHANCE AGREEMENT - RETURN TO WORK CRITERIA AND PROCESS**  
**(based on recommendations of Substance Abuse Professional)**

Checklist - Worksheet

EMPLOYEE NAME: \_\_\_\_\_ Employee #: \_\_\_\_\_

District Representative: \_\_\_\_\_ District Representative: \_\_\_\_\_

**Complete each section below as the employee proceeds through the Last Chance Agreement process.**

Evaluated by a treatment specialist and entered a drug and/or alcohol treatment program.  
Produced records/documentation in support:  
 Determined substance(s) of abuse: \_\_\_\_\_  
 Treatment recommendation(s)  
 Proof-of-compliance (release with job description)

Passed return-to-work drug and/or alcohol test:  
 Date of return-to-work test: \_\_\_\_\_  
 Date returned to work: \_\_\_\_\_

On going documentation process (see attached documentation) to verify continued attendance and/or participation in follow-up care/counseling/therapy as recommended by the treatment specialist.  
 Weekly     Monthly     Other: \_\_\_\_\_

Participate in a "post-treatment" random and/or unannounced/unscheduled drug testing program (see separate documentation worksheet and/or as recommended by SAP):  
 1<sup>st</sup> 90 days (minimum 3 times per month).  
 2<sup>nd</sup> 90 days (minimum 2 times per month).  
 6 months to 1 year (minimum 1 time per month).  
 12 months to 60 months (minimum 1 time per quarter).  
 Participate in "post-treatment" testing for duration of employment  
 Participate in "post-treatment" testing for 60 months or less (D.O.T. employee)  
 Date "post-treatment" testing terminated: \_\_\_\_\_

Current work performance: (or see separate documentation attached)

Employee successfully completed process on: \_\_\_\_\_

Employee failed to complete process. Employee terminated on: \_\_\_\_\_

**POST-TREATMENT FOLLOWUP TESTING**  
(based on recommendations of Substance Abuse Professional)  
**Checklist - Worksheet**

**First Ninety Days**

<u>Month Number One:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Three	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Two:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Three	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Three:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Three	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed

**Second Ninety Days**

<u>Month Number One:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Two:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Three:</u>	<input type="checkbox"/> Test One	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	<input type="checkbox"/> Test Two	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed

**Six Months to One Year**

<u>Month Number One:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Two:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Three:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Four:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Five:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Month Number Six:</u>	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed

**Twelve Months to Sixty Months**

<u>Year Number Two:</u>	1 <sup>st</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	2 <sup>nd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	3 <sup>rd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	4 <sup>th</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Year Number Three:</u>	1 <sup>st</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	2 <sup>nd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	3 <sup>rd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	4 <sup>th</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Year Number Four:</u>	1 <sup>st</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	2 <sup>nd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	3 <sup>rd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	4 <sup>th</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
<u>Year Number Five:</u>	1 <sup>st</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	2 <sup>nd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	3 <sup>rd</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed
	4 <sup>th</sup> Quarter	Date: _____	<input type="checkbox"/> Pass	<input type="checkbox"/> Failed

---



---

## APPENDIX D

### DESIGNATED DISTRICT POSITIONS

- 1. Contraband Control Program Manager/Administrator**
- Name: Greg Hammett Title: General Manager  
Address: 800 Kern Street, Taft, CA 93268  
Office: (661) 763-3151 Fax: (661) 763-9131  
Cell: (661)  
E-mail: GHammett@wkwd.org
- 2. Human Resources Representative**
- Name: Tamara J. Sivils Title: Human Resources Administrator  
Address: 800 Kern Street, Taft, CA 93268  
Office: (661) 763-3151 Fax: (661) 763-9131  
Cell: (661)  
E-mail: Tami@wkwd.org
- 3. Designated Employer Representative(s)**
- Name: Tamara J. Sivils Title: Human Resources Administrator  
Address: 800 Kern Street, Taft, CA 93268  
Office: (661) 763-3151 Fax: (661) 763-9131  
Cell: (661)  
E-mail: Tami@wkwd.org
- Name: Deann Crabtree Title: Administrative Assistant  
Address: 800 Kern Street, Taft, CA 93268  
Office: (661) 763-3151 Fax: (661) 763-9131  
Cell: (661)  
E-mail: Deann@wkwd.org

"  
"

---

---

**APPENDIX E**

**SERVICE PROVIDERS**

- 1. State Certified Laboratory**  
**Name:** **Phamatech Laboratories & Diagnostics**  
**Address:** **15175 Innovation Drive, San Diego, CA 92128**  
**Contact:** **Annette Adair** **Title: Special Account Manager**  
**Office:** **(858) 643-5555** **Fax: (858) 635-5843 ATTN: Stephanie French**
  
- 2. Contraband Control Program Third-Party-Administrator**  
**Name:** **Contraband Control Specialists, Inc.**  
**Address:** **P.O. Box 2365, Bakersfield, CA 93303**  
**Contact:** **Moriah Mendenhall** **Title: General Manager**  
**Office:** **(661) 336-0617** **Fax: (661) 336-0627**  
**E-mail:** **mmendenhall@contrabandcontrol.com**
  
- 3. Certified Specimen Collection**  
**Name:** **CCS (see #2 above) and ABC (see #6 below)**  
**Address:**  
**Contact:** **Title:**  
**Office:** **Fax:**  
**E-mail:**
  
- 4. Certified Breath Alcohol Technician (BAT)**  
**Name:** **CCS (see #2 above) and ABC (see #6 below)**  
**Address:**  
**Contact:** **Title:**  
**Office:** **Fax:**  
**E-mail:**
  
- 5. Treatment Evaluation Specialist and/or Substance Abuse Professional (SAP)**  
**Name:** **First Step Counseling**  
**Address:** **1522 18<sup>th</sup> Street, Suite 308, Bakersfield, CA 93301**  
**Contact:** **Melinda Rangel** **Title: CADC II, ICADC, SAP, IS**  
**Office:** **(661) 885-8828** **Fax: (661) 885-8968**  
**E-mail:** **mgrangel.sap@gmail.com**  
**Area of service: Bakersfield**

**Contact CCS for additional providers in various locations**

---

---

6.     Industrial Medical Provider

Name:     ABC Occupational Medical Center  
Address: 8501 Brimhall Road, Bldg. #300, Suite A, Bakersfield, CA 93312  
Contact: J.R. Carrera                     Title: Director of Operations  
Office:   (661) 861-1800                     Fax: (661) 912-0444  
E-mail:   jcarrera@abcoccupational.com  
 will perform Physician Review for:    All Positives   or    Challenges Only

**APPENDIX F**

**A. EMPLOYEES IN "SAFETY SENSITIVE" POSITIONS**

1. List SESSP job titles/positions.

<b><u>SEE ATTACHED</u></b>	

2. List SESSP employee(s) by full name and title/position (or see attached list).

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Middle</u></b>	<b><u>Title/Position</u></b>
<b><u>SEE ATTACHED</u></b>			

**B. SUPERVISORS WHO PERFORM DIRECT SUPERVISION OF "SAFETY SENSITIVE" POSITIONS**

1. List job titles/positions of Supervisors.

<b><u>SEE ATTACHED</u></b>	

2. List Supervisor(s) by full name and title/position (or see attached list).

<b><u>Last</u></b>	<b><u>First</u></b>	<b><u>Middle</u></b>	<b><u>Title/Position</u></b>
<b><u>SEE ATTACHED</u></b>			

**APPENDIX G**

**NON-REGULATED SPECIMEN TESTING PANEL MEMBERS AND THRESHOLDS**

*(NOTE: Regardless of reason for specimen test, a Breath Alcohol test will be completed, in addition to a urine or oral fluids specimen test, whenever required by client or customer.)*

**A. URINE SPECIMEN TESTING THRESHOLDS - 11 Panel + Ethanol**

<b>Substance</b>	<b>Screening Level</b>	<b>Confirmation Level</b>
<i>Amphetamine</i> (Including: amphetamine, methamphetamine, MDMA/MDA [ecstasy])	300 ng/ml	250 ng/ml
<i>Barbiturates</i> (Including: amobarbital, butalbarbital, butalbital, pentobarbital, phenobarbital, secobarbital)	300 ng/ml	100 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	100 ng/ml
<i>Cocaine</i> (Includes benzoylecgonine)	150 ng/ml	100 ng/ml
<i>Opiates</i> (Including: codeine/morphine, heroin as morphine, hydrocodone/hydromorphone)	300 ng/ml	<u>100 ng/ml</u>
<u>6-Acetylmorphine</u>	<u>10 ng/ml</u>	<u>10 ng/ml</u>
<u>Methadone</u>	<u>300 ng/ml</u>	<u>100 ng/ml</u>
<u>Methaqualone</u>	<u>300 ng/ml</u>	<u>200 ng/ml</u>
<u>Oxycodone / Oxymorphone</u>	<u>100 ng/ml</u>	<u>100 ng/ml</u>
<u>Phencyclidine</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>
<u>Propoxyphene</u> (Includes norpropoxyphene)	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Ethanol</u>	<u>0.02%</u>	<u>0.02%</u>

**B. ORAL FLUID SPECIMEN TESTING THRESHOLDS (Marijuana only)**

<i>Cannabinoids</i> (Psychoactive metabolites only when required by state law)	1 ng/ml	1 ng/ml
---	---------	---------

**C. BREATH ALCOHOL SPECIMEN TESTING THRESHOLDS**

<u>Ethanol</u>	<u>0.02 %</u>	<u>0.02%</u>
----------------	---------------	--------------

*Above panel subject to change and adjustment without notice. All panel members have recognized impairment capabilities and are known as substances of abuse. End Of Moved Text*



**ISSUES OF CONCERN  
FOR THE  
REGULAR BOARD MEETING OF  
MARCH 26, 2024**

**Description:**

**Action:**

- |    |  |   |
|----|--|---|
| A. | April Meeting Calendar                           | Attached for Board Approval:  |
| B. | Potential Issues to be addressed at Next Meeting | Determination of Potential Topics To be addressed at Next Meeting:  |
| C. | Board of Director's Announcements or Reports     | Board of Directors May Report on Their Activities during the Month: |
| D. | General Manager's Report                         | General Manager will Report on the following items:                 |
| E. | Management Staff Report                          | Management will Report on Current Issues:                           |
| F. | Kern Ground Water Authority Issues               | General Manager will Report on Current Issues:                      |
| G. | Attorney Report                                  | Oral Presentation may be made:                                      |



# April 2024

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
	1	2	3	4	5	6
					Sunny – Vaca.	
7	8	9	10	11	12	13
	Sunny – Vaca.	Sunny – B/H	Sunny – Vaca.	Sunny – Vaca.	Committee Packets Available in Directors Mailboxes after 4:30p.m. Sunny – Vaca.	
14	15	16	17	18	19	20
	3:00p.m. Personnel <b>Wells/Morris</b> 3:30p.m. Administration <b>Jameson/Bravo Zoom</b>	3:00p.m. Water Resources <b>Wells/Bravo (Zoom)</b> 3:30p.m. Finance <b>Morris/Niblett</b>	3:00p.m. Facilities <b>Jameson/Niblett</b>		Board Packets Available in Directors Mailboxes after 4:30p.m.	
21	22	23	24	25	26	27
		5:30p.m. Regular Board Meeting <b>Bravo</b> <b>(Via Zoom)</b>	8:00a.m. KGA Committee Meeting			
28	29	30				