

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

Mailing Address  
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Lebec, CA 93243

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Facsimile: (661) 248-3100

**Special Meeting of the Board of Directors of Tejon-Castac Water District**

**May 14, 2024 – 1:00 p.m.; In-Person Only at the 5665 Santa Elena Drive, Arvin, CA 93203**

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

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

**AGENDA**

- 1) Roll Call**
- 2) Approval of Meeting Minutes of the Regular Board Meeting of February 13, 2024**
- 3) Discussion and Possible Action to**
  - a) Approve final draft amendments to Groundwater Sustainability Plan and supporting appendix of projects and management actions of the Groundwater Sustainability Agency.
  - b) Authorize their submission by the Kern County Subbasin Point of Contact to the State Water Resources Control Board before May 29, 2024, for review by SWRCB staff.
  - c) Authorize their release for public review and comment.
- 4) Discussion and possible action to authorize execution of amended and restated Kern County Subbasin Coordination Agreement among Subbasin Groundwater Sustainability Agencies.**
- 5) Discussion and possible action to authorize and execution of Third Amended and Restated Joint Powers Agreement for the Kern Non-Districted Land Authority (formerly Kern Groundwater Authority).**
- 6) Discussion and possible action to authorize updated notification to cities and counties of intention to adopt new or amended Groundwater Sustainability Plan.**
- 7) Public Comments:**

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

**8) Adjourn**

**AMERICANS WITH DISABILITIES ACT**

(Government Code Section 54953.2)

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

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

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**Date of Meeting:** Tuesday, February 13, 2024

**DIRECTORS PRESENT:** Dennis Atkinson, Mark Valpredo, Mark Fanucchi, Dolores Salgado.

**DIRECTORS ABSENT:** Jeff Mettler

**OTHERS PRESENT:** Kenny Watkins, Jon Bunch, Allen Lyda, Robert Velasquez. Legal Counsel Alan Doud.

The meeting commenced at 9:00 a.m.

On motion by Director Valpredo, and seconded by Director Fanucchi, the meeting minutes of the Regular Board meeting of October 10, 2023, and Special Board Meeting of November 8, 2023, were unanimously approved by the board.

Ms. Martin informed the Board that the District needed to appoint board representatives to the newly formed KWB GSA, she recommended to the board that the same representatives currently serving at the KWBA Board be appointed. After a brief discussion, the Board decided to accept Ms. Martin's recommendation. On motion by Director Valpredo, seconded by Director Salgado, the unanimously approved to have Dennis Atkinson as Director, Angelica Martin as alternate, and Allen Lyda as second alternate representing the District in the KWB GSA.

Kenny Watkins and Legal Counsel, proceeded to explain the need to revise the District's Rules and Regulation to remove rate amounts from the document, since the rates tend to change and thus make the R&R not current in all its context. Legal Counsel will draft amendments to the R&R and provide the updated draft prior to the next Board meeting.

Ms. Martin explained the GEI Consultants DMS Budget Overrun. After a brief discussion, and on motion by Director Valpredo, seconded by Director Fanucchi, the motion was unanimously approved.

Kenny Watkins proceeded to give a report on Facilities and Operations, and Ms. Martin gave a brief update on SGMA-related matters.

Robert Velasquez presented the financial report and informed of one delinquent account.

There was no public comment.

The board went into closed session.

There was nothing to report from the closed session.

The meeting was adjourned at 9:45 a.m.

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Angelica Martin, Secretary, Tejon-Castac Water District

Approved by: Tejon-Castac Water District Board of Directors      Dated: April 9, 2024



# **AMENDED KERN COUNTY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN(S)**

**14 MAY 2024**

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# OVERVIEW

## Background & Timeline (2017 – 2025)

### Amended **GSP(s)** Approach

- Sustainable Management Criteria
- Monitoring Network
- Water Budgets
- Projects and Management Actions
- Plan Implementation
- Next Steps

# KERN COUNTY SUBBASIN BACKGROUND

2017

GSA's Formed in Basin

2018

SGMA Initiated in Basin

2020

5 GSPs submitted to DWR

2022

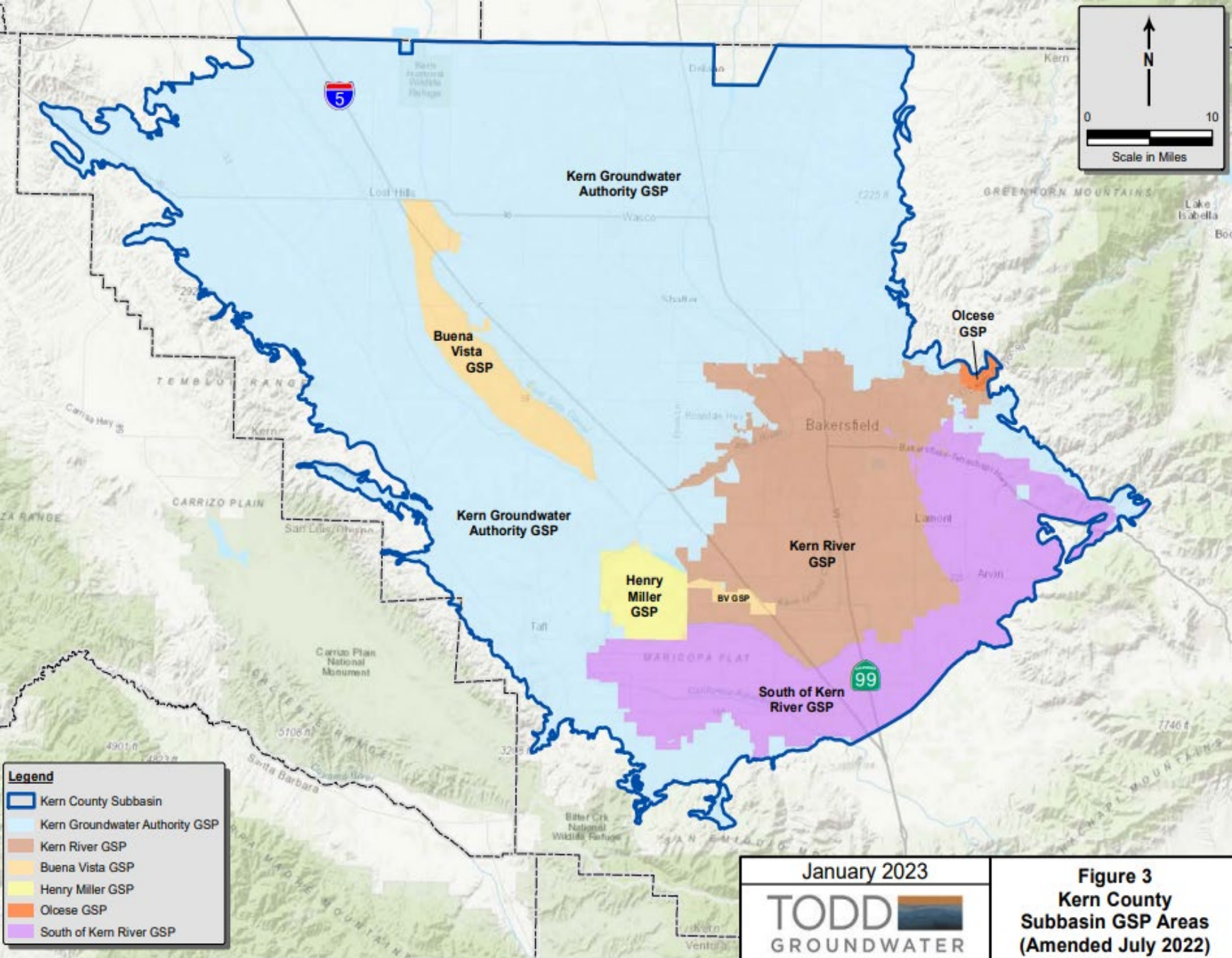
DWR issued Incomplete Letter

2022

6 Revised GSPs submitted to DWR

2023

DWR issued Inadequate Letter



January 2023  
**TODD**  
 GROUNDWATER

**Figure 3**  
 Kern County  
 Subbasin GSP Areas  
 (Amended July 2022)

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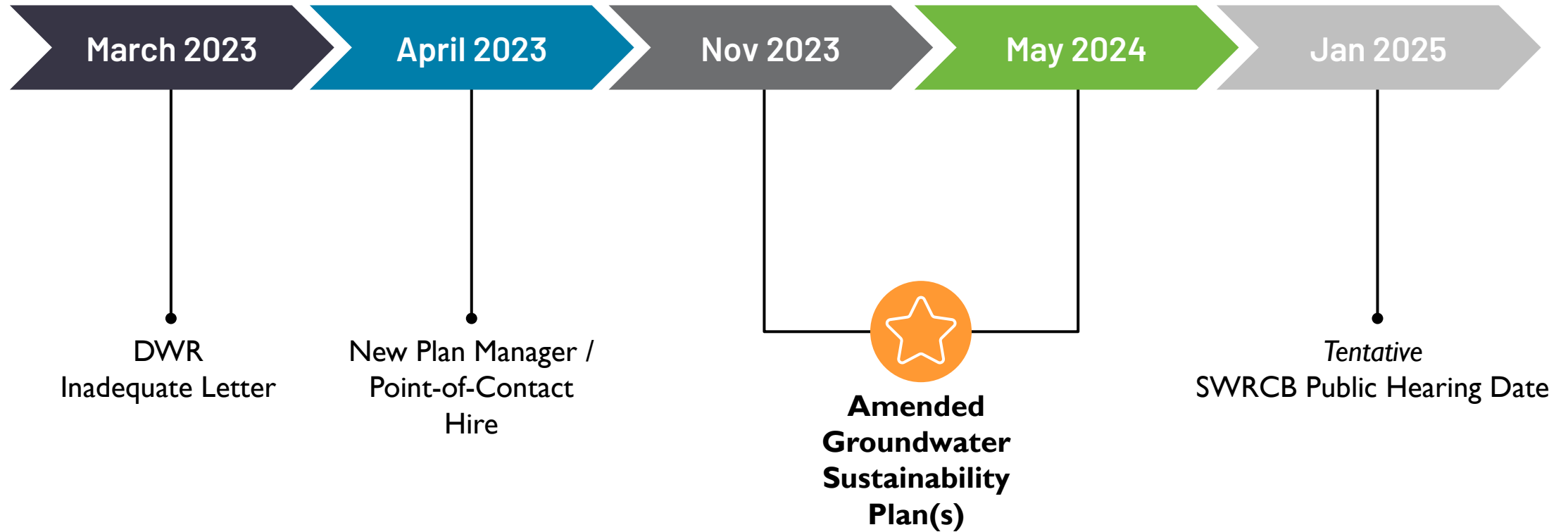
# DWR DEFICIENCIES

## MARCH 2023 INADEQUATE LETTER

1. The GSPs do not establish undesirable results that are consistent for the entire Subbasin.
2. The Subbasin's chronic lowering of groundwater levels SMCs do not satisfy the requirements of SGMA and the GSP Regulations.
3. The Subbasin's land subsidence SMCs do not satisfy the requirements of SGMA and the GSP Regulations.

# SUBBASIN TIMELINE

## SWRCB Consultation Period



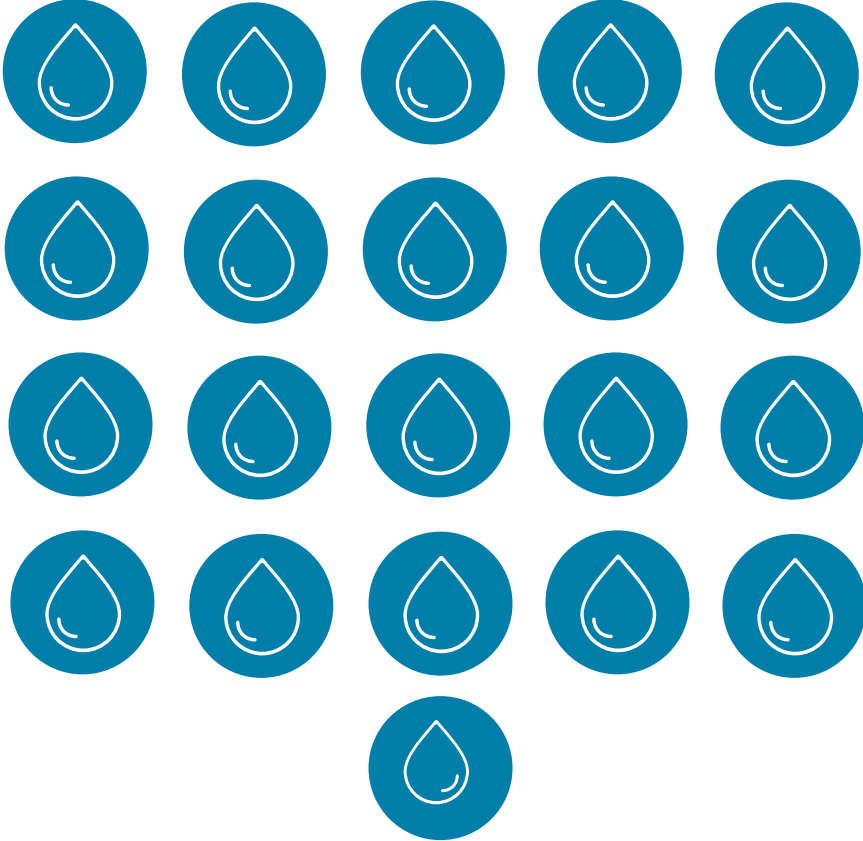
# SUBBASIN AMENDED GSP(S) DEVELOPMENT



Plan Manager /  
Point-of-Contact



Coordination  
Agreement



20 Groundwater Sustainability  
Agencies and 1 Coordinated  
Management Area



15 Technical Working Group Members



# AMENDED GSP(S) DEVELOPMENT

## Participation from all GSAs:

- 146+ Virtual/In-Person Meetings and Workshops
- \$1.3 million project cost
- 11-month timeline



28  
Managers

70  
TWG

38  
Subbasin

10  
SWRCB



# SWRCB COORDINATION DURING SUBBASIN AMENDED GSP(S) DEVELOPMENT



# AMENDED GSP(S)/ SUBBASIN MANAGEMENT STRUCTURE

**7 almost identical GSPs +  
1 Coordination Agreement  
make up the Amended GSP(s)**

GSP Name	Area (acres)	Area (%)	GSA	GSP Content
<b>Kern Subbasin GSP</b>	1,205,482	67.6%	14 GSAs <sup>1</sup>	Kern Subbasin GSP
<b>Buena Vista WSD GSA GSP</b>	51,070	2.9%	Buena Vista WSD GSA	Kern Subbasin GSP  Supplemental GSA information on <a href="#">blue pages</a> identified in <b>Executive Summary</b>
<b>Henry Miller GSA GSP</b>	26,063	1.5%	Henry Miller GSA	
<b>Kern-Tulare Water District GSA GSP</b>	11,344	0.6%	Kern-Tulare Water District GSA	
<b>Olcese Water District GSA GSP</b>	3,199	0.2%	Olcese Water District GSA	
<b>Semitropic Water Storage District GSA GSP</b>	224,350	12.6%	Semitropic Water Storage District GSA	
<b>Westside District Water Authority GSA GSP</b>	260,812	14.6%	Westside District Water Authority GSA	

<sup>1</sup>Arvin GSA, Cawelo Water District GSA, Kern Groundwater Authority GSA, Kern River GSA, Kern Water Bank GSA, Greenfield County Water Districts GSA, North Kern WSD GSA, Pioneer GSA, Rosedale-Rio Bravo WSD GSA, Shafter-Wasco ID GSA, Southern San Joaquin MUD GSA, **Tejon-Castac Water District GSA**, West Kern Water District GSA, Wheeler Ridge-Maricopa GSA

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# RESPONSE TO DWR DEFICIENCY #1

*“The GSPs do not establish undesirable results that are consistent for the entire Subbasin.”*

*“While the Coordination Agreement presents Subbasin-wide undesirable results, the Subbasin’s fragmented approach towards establishing management criteria that define undesirable conditions in various parts of the Subbasin does not satisfy SGMA’s requirement to use same data and methodologies.”*

- ✓ **Subbasin GSAs established consistent, Subbasin-wide definitions and criteria for undesirable results for each applicable Sustainability Indicator.**
- ✓ **Subbasin GSAs conducted a thorough identification of beneficial users included a comprehensive well inventory and critical infrastructure assessment**
- ✓ **Subbasin Data Management System (DMS) was updated to notify all GSAs when an MT exceedance is uploaded.**

# REVISED UNDESIRABLE RESULTS CRITERIA



## Chronic Lowering of GW Levels

- More than 15 drinking water wells reported as dry in any given year and no more than 255 drinking water wells impacted by 2040, or
- The MTs for groundwater levels are exceeded in at least 25% of the representative monitoring sites over a single year (two consecutive seasonal measurements).



## Reduction of GW Storage

- 4% reduction in usable groundwater storage in the primary principal aquifer relative to the baseline (WY 2015) total usable groundwater storage volume
- Measured using groundwater levels as proxy



## Seawater Intrusion

- Not present or likely to occur
- Unchanged from 2022 GSPs
- Not applicable, so no SMCs established



## Degraded Water Quality

- MTs for the same groundwater quality COC are exceeded in 3 representative monitoring sites within an HCM area based on confirmed semi-annual samples and can be attributed based on a technical analysis to either groundwater extraction, managed recharge operations, and/or groundwater level changes.



## Land Subsidence

- MT extent of land subsidence is exceeded at any RMS-LS or as measured using InSAR data published annually by DWR averaged across an HCM area.



## Depletions of Interconnected Surface Waters

- Not present or likely to occur
- Unchanged from 2022 GSPs
- No SMCs established; Subbasin GSAs will re-assess after full DWR guidance on ISWs is released later this year

# RESPONSE TO DWR DEFICIENCY #2

*“The Subbasin’s chronic lowering of groundwater levels sustainable management criteria do not satisfy the requirements of SGMA and the GSP regulations.”*

*“The GSPs do not consistently and sufficiently document the effects of their selected minimum thresholds on beneficial uses and users in the Subbasin, nor explain how the minimum thresholds and measurable objectives that are set below historical lows will impact other applicable sustainability indicators...”*

- ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through an iterative process.**
- ✓ **Subbasin GSAs performed a robust well impacts analysis and “depletion of supply” calculation to better quantify potential impacts and demonstrate no significant and unreasonable impacts on beneficial users.**
- ✓ **Revised Plan includes clear descriptions of how MTs affect beneficial uses and users, as well as the relationship between Sustainability Indicators.**
- ✓ **Subbasin GSAs established two key policies:**
  - ✓ **Subbasin-wide MT Exceedance Policy to trigger immediate GSA action in the event of a single MT exceedance**
  - ✓ **Framework for a Subbasin-wide Well Mitigation Program to address impacts on domestic and small community users, in partnership with Self-Help Enterprises, to be operational by January 2025.**

# RESPONSE TO DWR DEFICIENCY #3

*“The Subbasin’s land subsidence sustainable management criteria do not satisfy the requirements of SGMA.”*

*“The Plan lacks a Subbasin-wide, coordinated approach to establishing land subsidence sustainable management criteria.”*

- ✓ **Subbasin GSAs have developed a Subbasin-wide approach to address Land Subsidence.**
  - ✓ **Subbasin GSAs coordinated to use consistent methodology to establish SMCs through decision tree and risk-based matrix approach along Critical Infrastructure, and established subbasin-wide SMCs by HCM Area**
  - ✓ **Use of updated InSAR data and methodologies (e.g., InSAR time series) to differentiate between causes of subsidence within and outside of the GSAs’ authority to manage**
  - ✓ **Coordinated definition and mapping of Subbasin-wide critical infrastructure**
  - ✓ **Coordinated with key beneficial users of Regional Critical Infrastructure, including the Friant Water Authority and State Water Project California Aqueduct Subsidence Program (CASP)**



# REVISED MO AND MT BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- MO = 2015 low groundwater elevation
- MT = the lower of:
  - Groundwater level in 2030 if the regional trend is extended from the 2015 low (the MO), or
  - Groundwater level that allows for operational flexibility below the 2015 low, based on an RMW-WL-specific record of groundwater level fluctuations



## Land Subsidence

- MO = 50% of the MT rate and MT extent
- MT =
  - Established along critical infrastructure as a rate and extent based on specific impacts to critical infrastructure or as an observed or allowable rate of subsidence, as determined by the Subbasin's risk-based approach, and
  - Set for the Subbasin as the average historical rate of subsidence in each HCM area from 2015-2023.



## Seawater Intrusion

- Not applicable



## Degraded Water Quality

- MO = The greater concentration of:
  - The applicable health-based screening standard, or
  - The median pre-2015 baseline concentration at each RMW-WQ.
- MT = The greater concentration of:
  - The applicable health-based screening standard, or
  - The maximum pre-2015 baseline concentration at each RMW-WQ.



## Reduction of GW Storage

- Chronic Lowering of Groundwater Levels used as a proxy



## Depletions of Interconnected Surface Waters

- Not applicable

# SOKR GSP KEY SMC CHANGES BY SUSTAINABILITY INDICATOR



## Chronic Lowering of GW Levels

- Revised SMCs definition
  - MOs changed by +56 ft on average
  - MTs changed by +36 ft on average
- Initiation of a well mitigation program by 2025



## Land Subsidence

- Revised SMCs definition
  - Site-specific SMCs established along California Aqueduct Mileposts based on CASP-required freeboard.
  - SMCs established across the entire Subbasin, based on an average across the South Basin HCM Area.



## Seawater Intrusion

- Unchanged from 2022 GSP



## Degraded Water Quality

- Additional constituents of concern
  - Nitrate, nitrite, nitrate+nitrite, total dissolved solids (TDS), 1,2,3-TCP, uranium
- Revised SMCs definition
- Increased to semi-annual monitoring
- Revised RMWs



## Reduction of GW Storage

- Unchanged from 2022 GSP



## Depletions of Interconnected Surface Waters

- Unchanged from 2022 GSP

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# SUBBASIN MT EXCEEDANCE POLICY

## Step 1: Identification of Initial Exceedance and Investigation of RMW Area

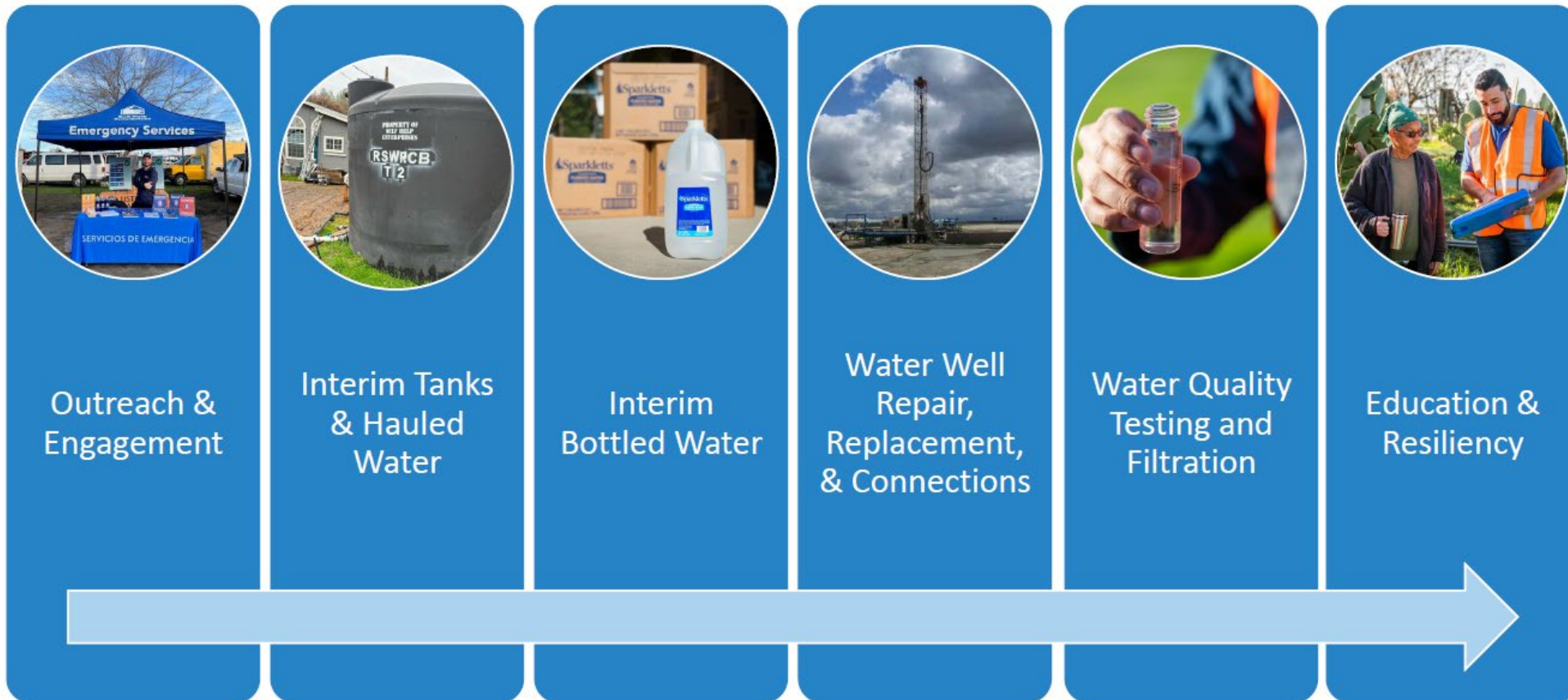
- Investigate RMW area to determine if exceedance is isolated or systemic to a larger area
- Assess cause of exceedance (e.g., drought, activities within or outside of GSA authorities, operations in adjacent GSAs or basins)
- Provide copy of exceedance report to Subbasin GSAs

## Step 2: Confer with Subbasin GSAs

- GSAs will consider implementing P/MAs or other response actions to prevent continued exceedance

# SUBBASIN WELL MITIGATION PROGRAM

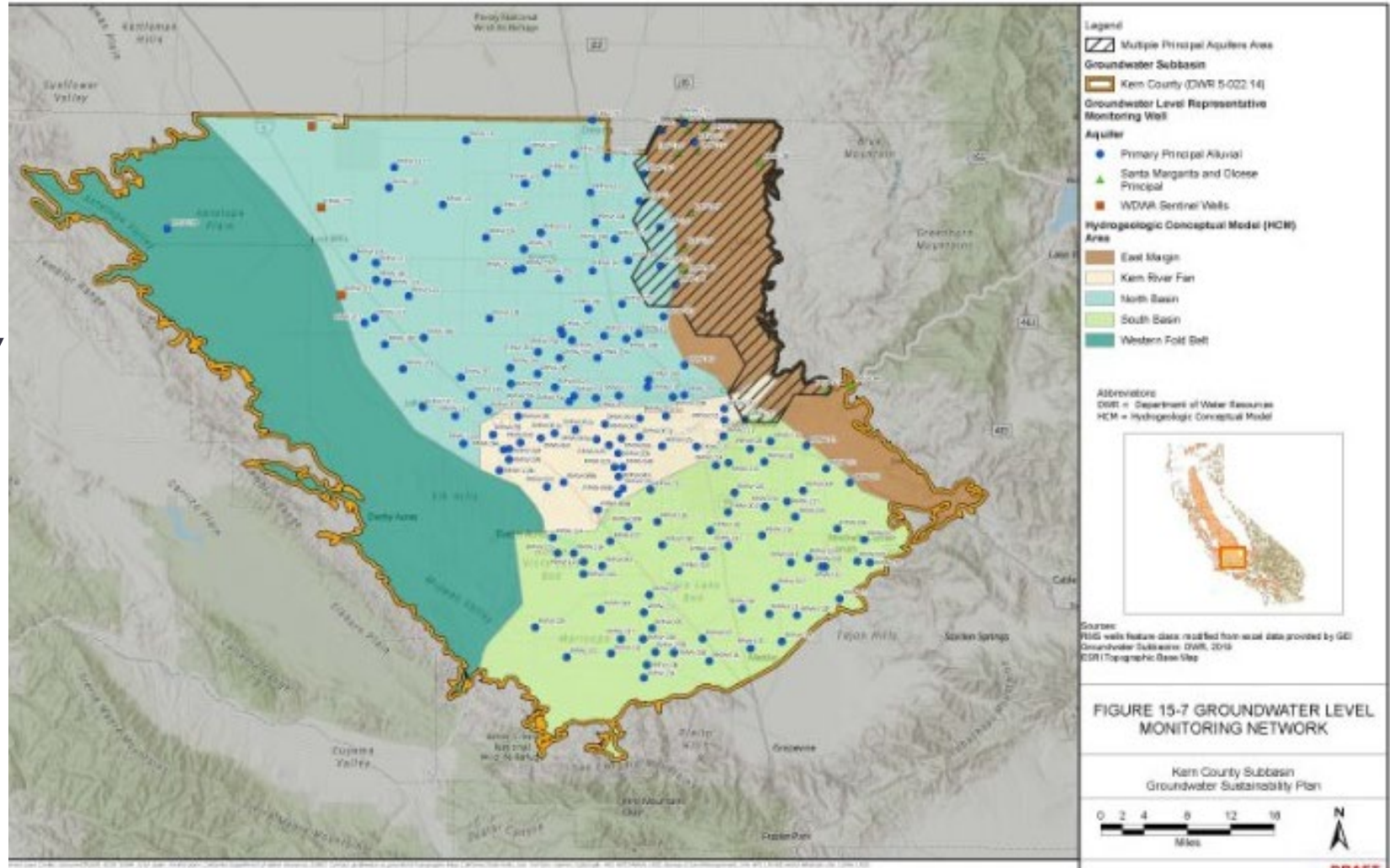
- Subbasin intends to contract with **Self-Help Enterprises** for implementation of a Subbasin-wide Well Mitigation Program and **Kern Water Collaborative** for water quality
- Implementation by January 2025





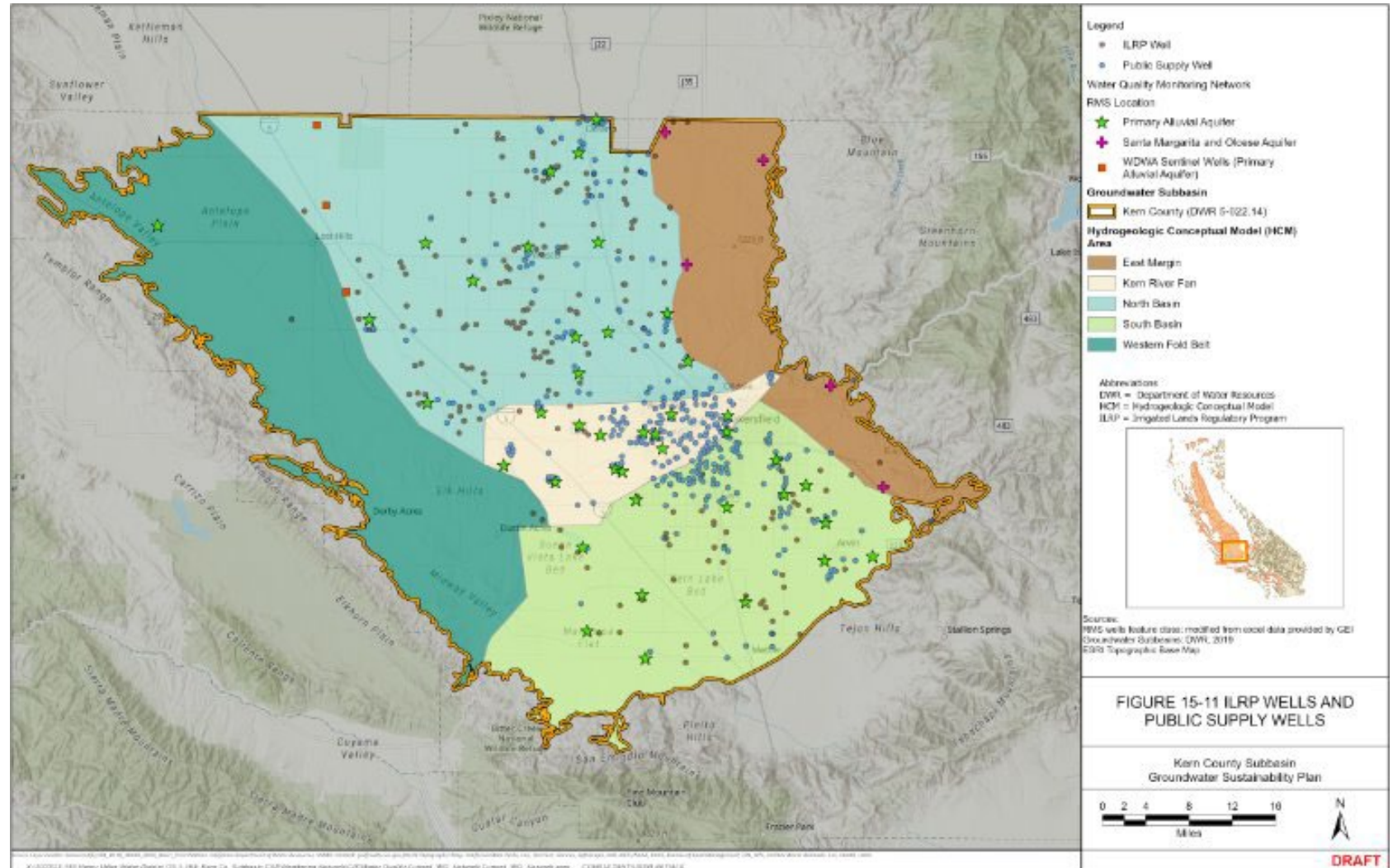
# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWL

Chronic Lowering of Groundwater Level Monitoring Network totals **184 wells**, representing the Primary Principal Alluvial and Santa Margarita and Olcese Principal aquifers



# AMENDED GSP(S) APPROACH: MONITORING NETWORK - GWQ

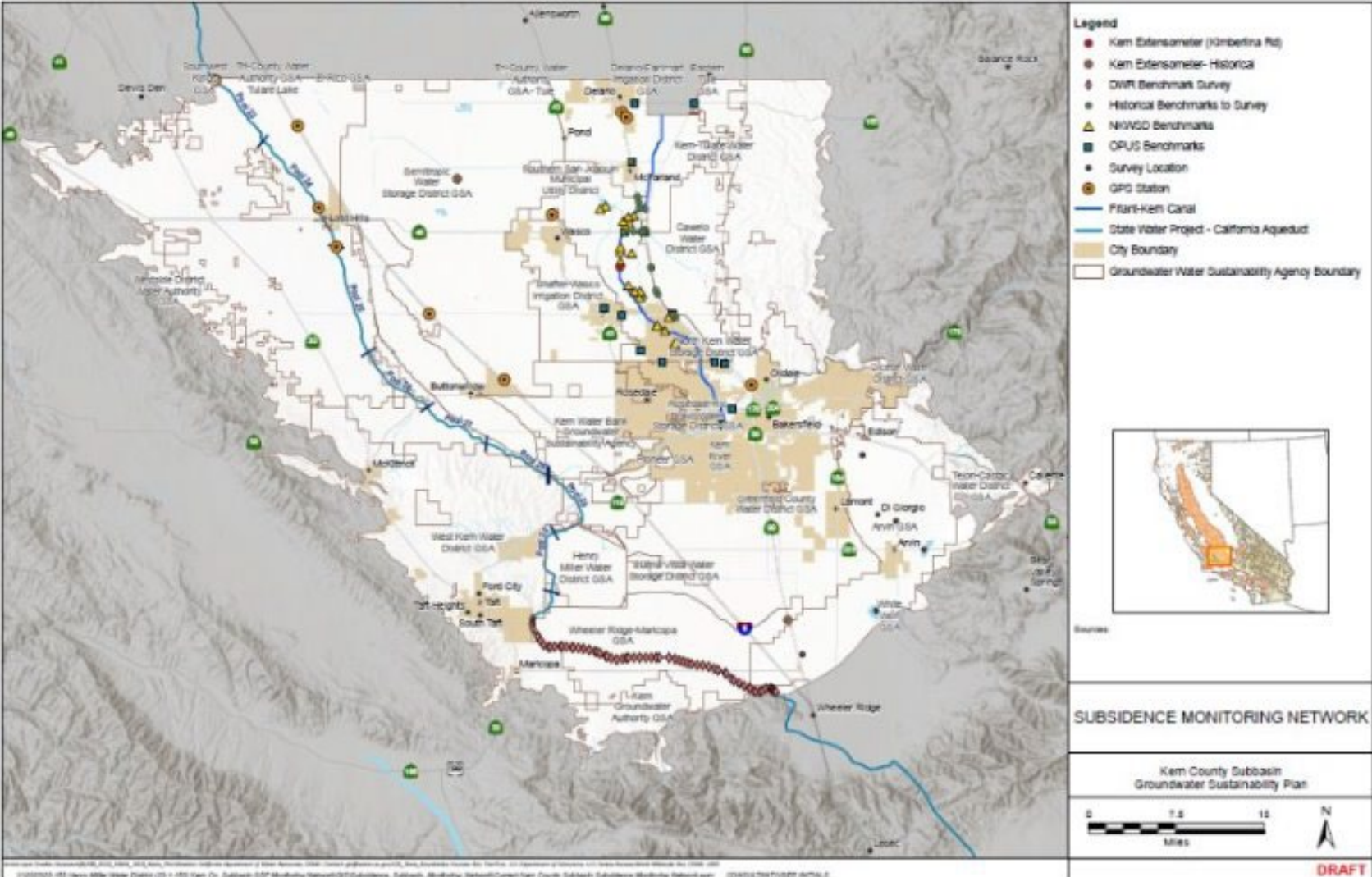
- Groundwater Quality Monitoring Network totals **50 wells**
- Continue to evaluate publicly collected data
  - ILRP Monitoring Wells
  - Public Supply Wells



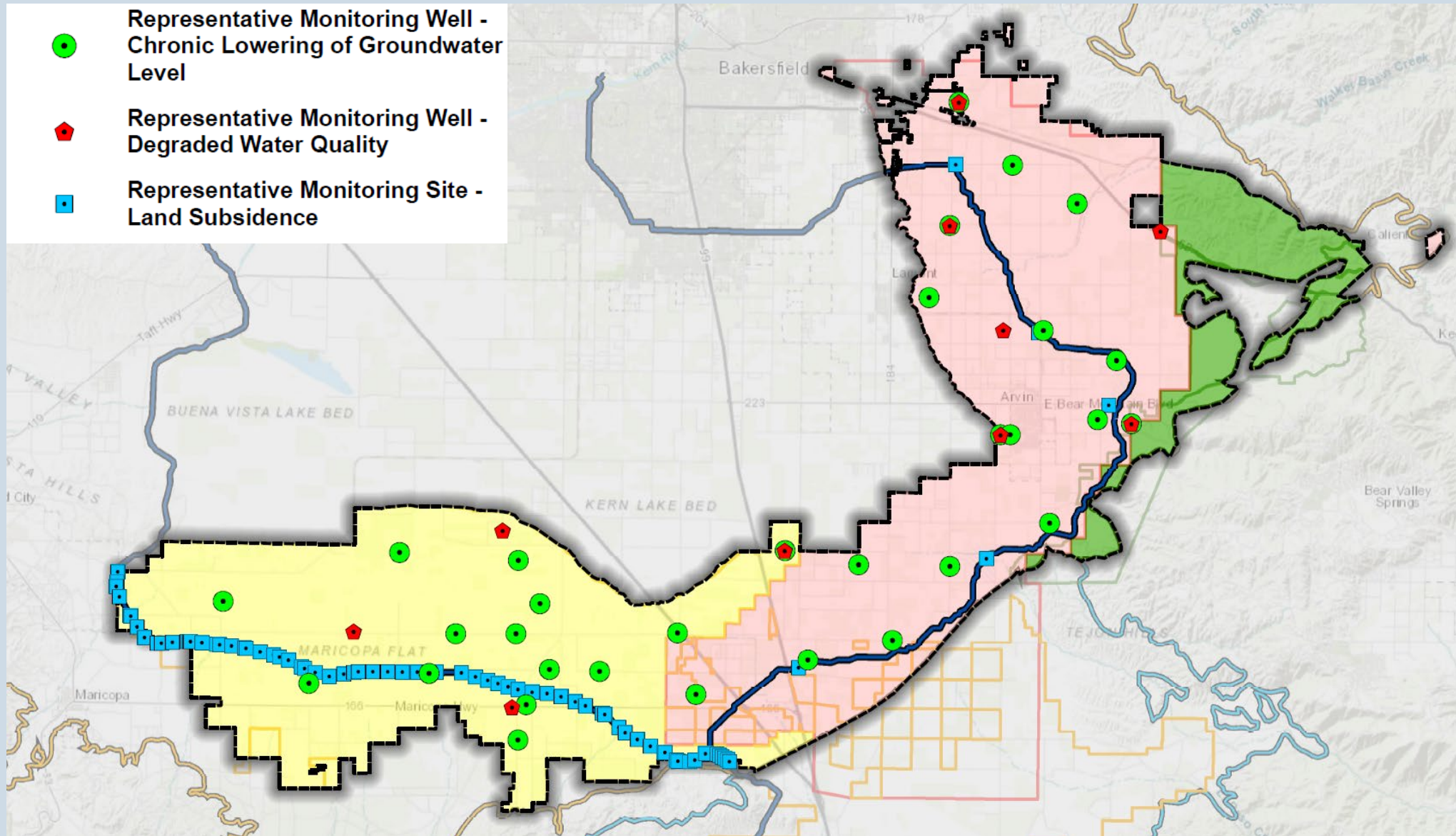


# AMENDED GSP(S) APPROACH: MONITORING NETWORK - SUBSIDENCE

Subsidence  
Monitoring Network  
totals **144** sites and  
**InSAR** data



# SOKR GSAS MONITORING NETWORK





# AMENDED GSP(S) APPROACH: WATER BUDGETS

- **Checkbook Water Budget 2010-2019**
- **Adjusted for Climate Change**
- **Entities with Zero are Surplus**
- **For P/MA Planning Purposes**
- **Basin Study to Inform Next Iteration**
- **Disclaimer added:** “The Subbasin GSAs, as it relates to this planning documents, have agreed to use the calculated checkbook approach to distribute the Subbasin’s estimated groundwater deficit to individual GSAs determine the minimum target P/MA goal for each individual GSA. This preliminary distribution of groundwater deficit attributable to individual GSAs is for P/MA planning purposes only, as these values are not considered final, as they and will be revised during the Basin Study.”

GSA Name	Minimum Target P/MA	Planned P/MA
Arvin GSA	34,770	60,760
Buena Vista Water Storage District GSA	0	39,610
Cawelo Water District GSA	0	35,110
Eastside Water Management Area	3,940	7,020
Henry Miller Water District GSA	1,330	3,850
Kern River GSA	0	150,433
Kern Water Bank Groundwater Sustainability Agency	0	21,762
Kern-Tulare Water District GSA	970	7,720
North Kern Water Storage District GSA	0	32,620
Olcese Water District GSA	0	0
Pioneer GSA	0	0
Rosedale-Rio Bravo Water Storage District GSA	0	18,360
Semitropic Water Storage District GSA	136,040	223,600
Kern National Wildlife Refuge	0	0
Shafter-Wasco Irrigation District GSA	22,560	29,292
7th Standard	12,260	23,153
Southern San Joaquin Municipal Utility District	33,610	33,610
Tejon-Castac Water District GSA	0	1,800
West Kern Water District GSA	0	191
Westside District Water Authority GSA	0	50,000
Wheeler Ridge-Maricopa GSA	18,910	36,330
Whitelands	20,410	20,410
Subbasin Adjustment (subbasin outflow and data uncertainty)	87,320	
<b>Subbasin Total</b>	<b>372,120</b>	<b>795,631</b>



# TEJON-CASTAC WATER DISTRICT GSA WATER BUDGET DETAILS

**Table 7. Check Book Summary for Tejon-Castac Water District GSA (All values in AF)**

Kern River Natural Flow, First Point of Measurement, Water Year % of Current Average	San Joaquin Valley Water Year Hydrologic Classification Index	WY	<b>DRAFT</b>				Historical Net GW Deficit (Demand - Supply) <sup>3</sup>
			Total Surface Water Supply	Effective Precipitation (ETpr)	Native Yield for Total Developed Area <sup>1</sup>	Total Demand <sup>2</sup>	
113%	AN	2010	0	91	152	337	94
203%	W	2011	0	1	152	2	-150
53%	D	2012	0	0	153	2	-151
30%	C	2013	0	1	153	7	-147
25%	C	2014	0	1	153	5	-149
18%	C	2015	0	1	153	5	-149
51%	D	2016	0	1	153	6	-148
275%	W	2017	0	1	153	6	-148
60%	BN	2018	0	0	153	1	-152
177%	W	2019	0	15	153	44	-124
55%	D	2020	0	0	153	1	-152
22%	C	2021	0	0	153	2	-152
29%	C	2022	0	0	3	2	-2
320%	W	2023	0	0	57	1	-57
Average (2010-2022)			0	9	142	32	-118
Wet (W, AN)			0	27	153	97	-82
Dry (C, D, BN)			0	0	137	4	-134
Percent of Supply			0%	6%	94%	22%	-78%

<sup>1</sup> See NativeYieldCalculator Tab for Native Yield Calculation

<sup>2</sup> Ag Crop ET + Municipal Water Supply

<sup>3</sup> Total Demand-Total SW Supply - Effective Precipitation - Native Yield.

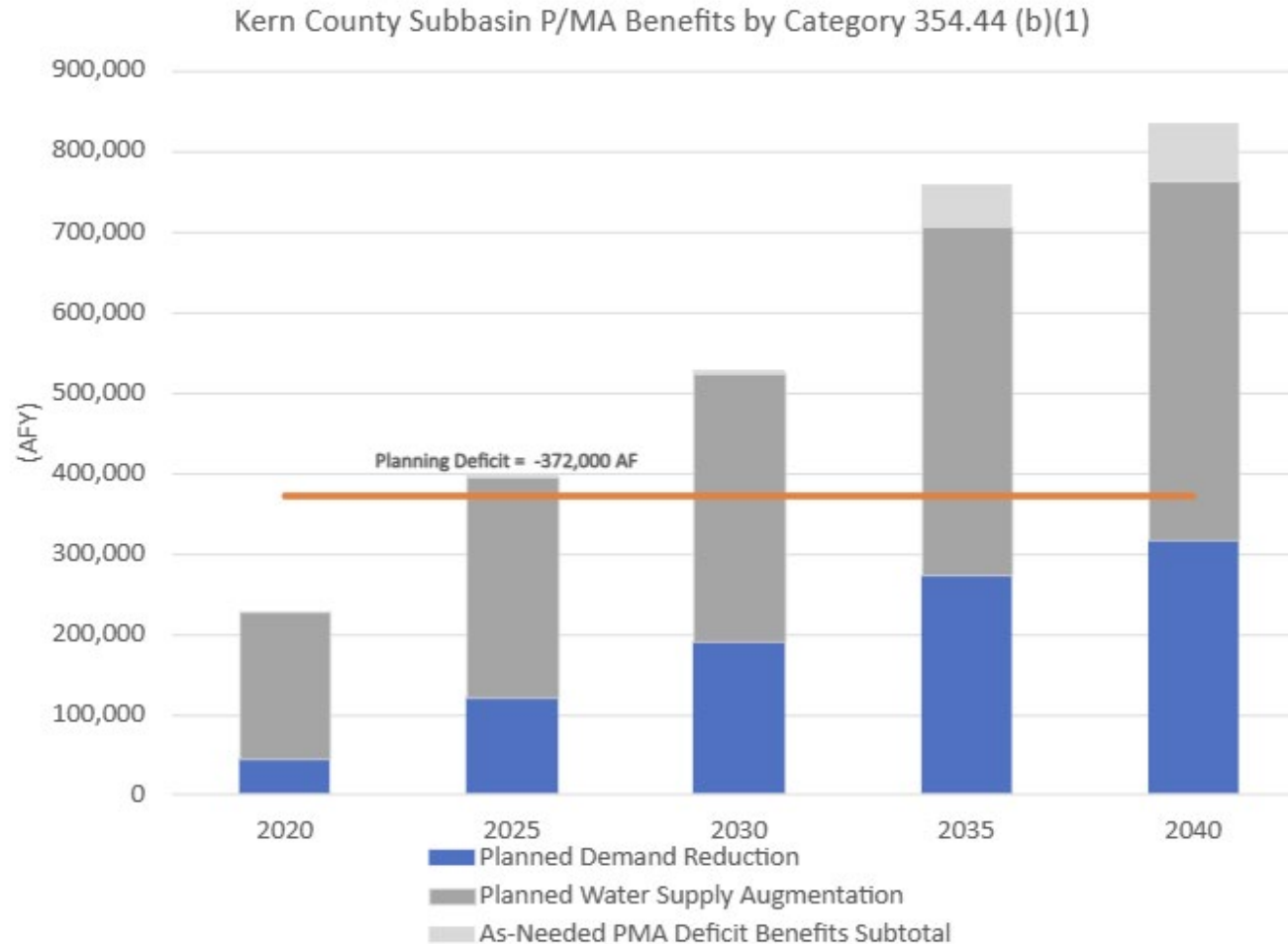
# AMENDED GSP(S) APPROACH: WATER BUDGETS

**Table 3. Check Book Summary for Kern Subbasin**

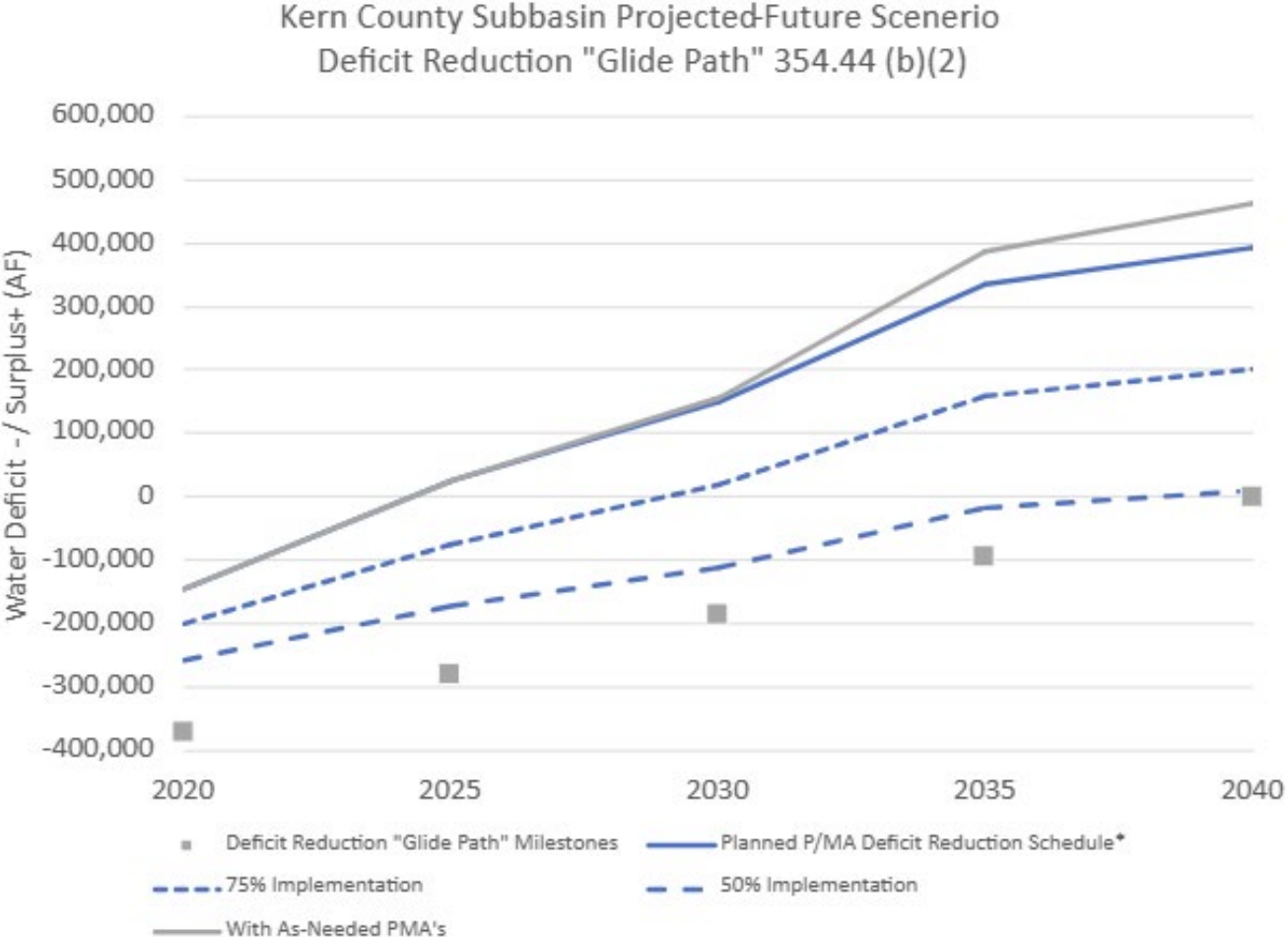
GSA Name	Wt Factor <sup>3</sup>		Deficit Due to Climate Change
	<sup>3</sup> 63%	37%	
<b>DRAFT</b>	<sup>5</sup>		
	Percent of Total Surface Water Supply in Subbasin	Percent of Total Crop ET (Irrigated Agriculture)	
Arvin GSA	8%	9%	12,153
Buena Vista Water Storage District GSA	5%	4%	7,105
Cawelo Water District GSA	3%	5%	4,990
Eastside Water Management Area	0%	0%	160
Henry Miller Water District GSA	1%	1%	1,619
Kern River GSA	17%	13%	21,656
Kern Water Bank Groundwater Sustainability Agency	8%	0%	6,787
Kern-Tulare Water District GSA	1%	1%	1,573
North Kern Water Storage District GSA	9%	8%	12,528
Oloese Water District GSA	0%	0%	59
Pioneer GSA	3%	0%	3,064
Rosedale-Rio Bravo Water Storage District GSA	5%	4%	7,011
Semitropic Water Storage District GSA	9%	18%	16,924
Kern National Wildlife Refuge	1%	1%	1,130
Shafter-Wasco Irrigation District GSA	3%	5%	4,733
7th Standard	0%	1%	606
Southern San Joaquin Municipal Utility District	4%	7%	7,287
Tejon-Castac Water District GSA	0%	0%	1
West Kern Water District GSA	1%	0%	1,257
Westside District Water Authority GSA	16%	13%	20,840
Wheeler Ridge-Maricopa GSA	6%	8%	9,799
Whitelands	0%	1%	447
<b>Subbasin Total</b>	<b>100%</b>	<b>100%</b>	<b>141,731</b>



# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS



# AMENDED GSP(S) APPROACH: SUBBASIN PROJECTS AND MANAGEMENT ACTIONS



# TEJON-CASTAC WATER DISTRICT GSA PROJECTS AND MANAGEMENT ACTIONS DETAILS

Project and Management Action Implementation Schedule (AFY)

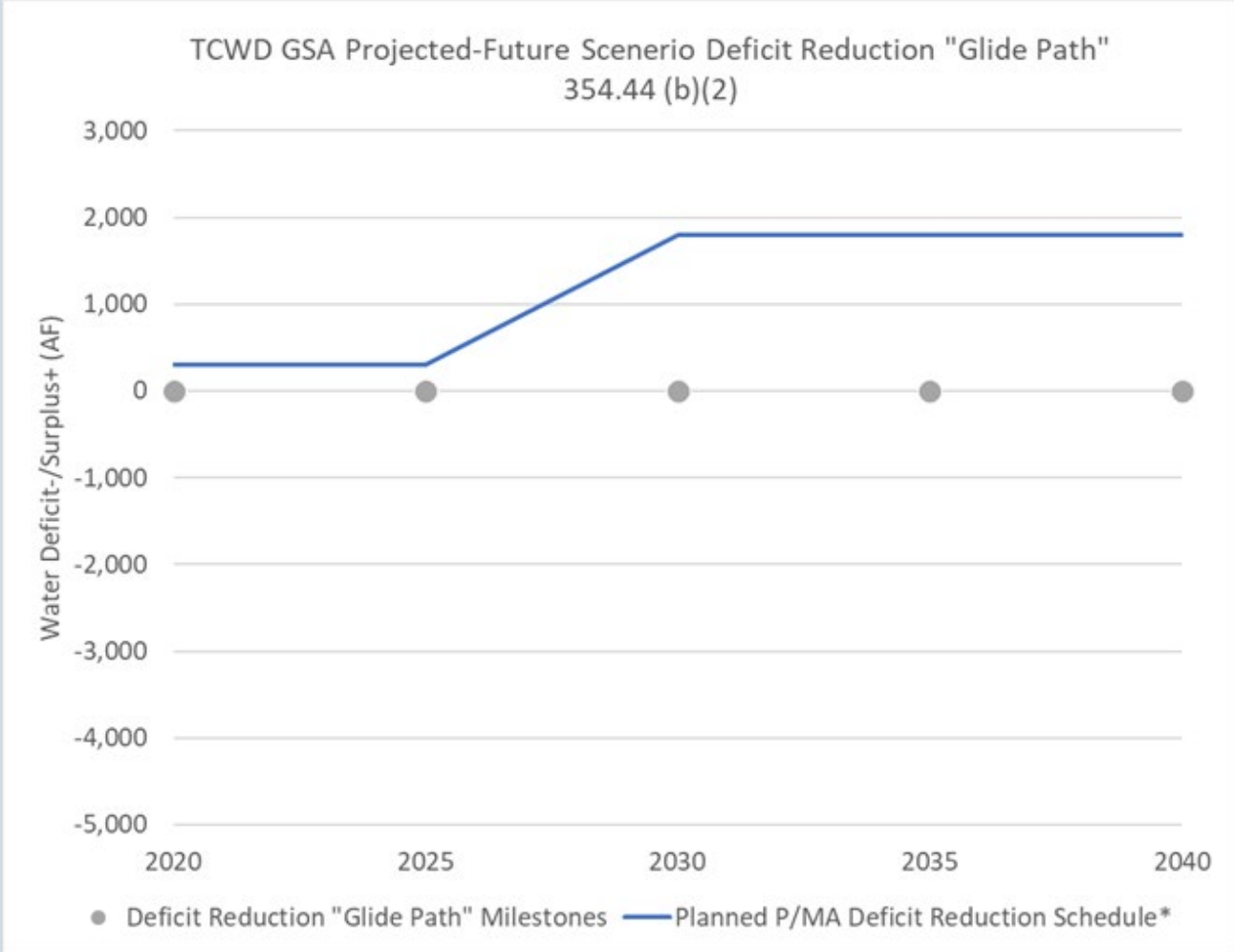
TCWD GSA Projected-Future Scenerio Deficit Reduction "Glide Path" 354.44 (b)(2)		2020	2025	2030	2035	2040
Projected Deficit		0				
Target Deficit Reduction (%)		0	25%	50%	75%	100%
<b>Target Deficit Reduction</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Deficit Reduction "Glide Path" Milestones</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Project and Management Action, by Type (AFY)						
Planned Demand Reduction	Land Retirement					
	Demand Reduction					
	Ag to Urban Conversion					
	Water Conservation-Efficiency					
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Planned Water Supply Augmentation	Supplemental Water Recharge	300	300	1,800	1,800	1,800
	Supplemental Water Use					
	Third-Party Banking					
	New Local Supply					
	Exercise of Rights					
<b>Subtotal</b>		<b>300</b>	<b>300</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>
<b>P/MA Implementation Schedule*</b>		<b>300</b>	<b>300</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>
<i>Total As-Needed P/MA Deficit Benefits</i>		<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<b>Planned P/MA Deficit Reduction Schedule*</b>		<b>300</b>	<b>300</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>

\* Implementation Date includes estimated time to start accruing benefits

Target = 0

P/MA Name	Timetable for Accrual of Expected Benefits	Expected Benefits		P/MA Implementation Schedule Category
		Primary (AFY)		
		Water Supply Augmentation	Demand Reduction	
Recharge of Carrot Wash Water	2016-	300	0	Supplemental Water Recharge
Conversion of Granite Quarry to Sycamore Ranch	2030	1,500	0	Supplemental Water Recharge
<b>TOTAL</b>		<b>1,800</b>	<b>0</b>	

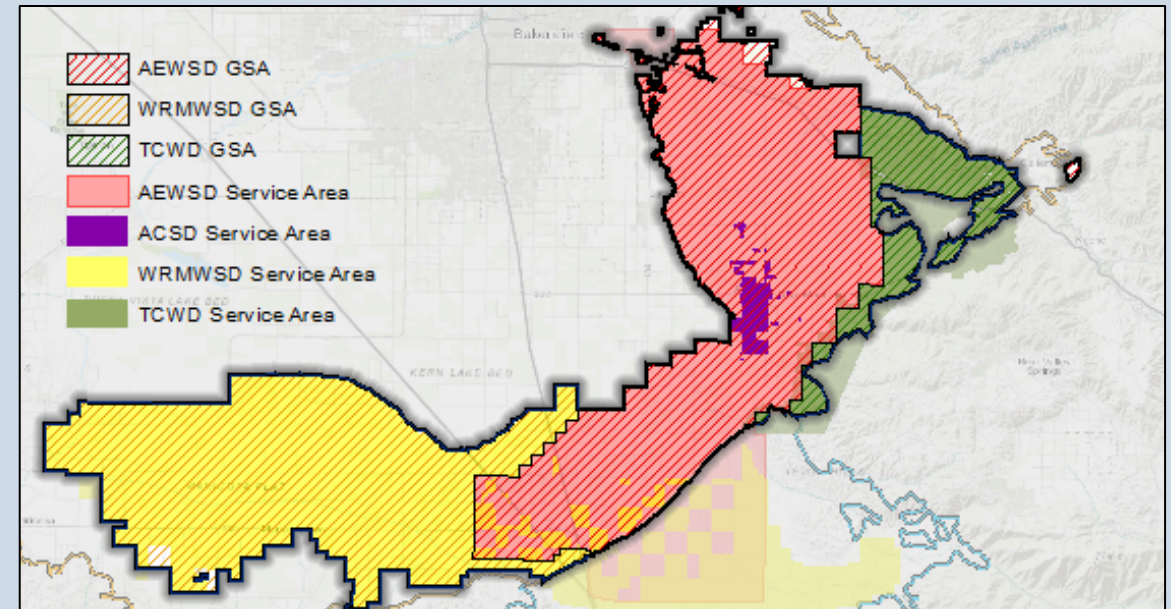
# TEJON-CASTAC WATER DISTRICT GSA GLIDE SLOPE PROJECTS AND MANAGEMENT ACTIONS DETAILS





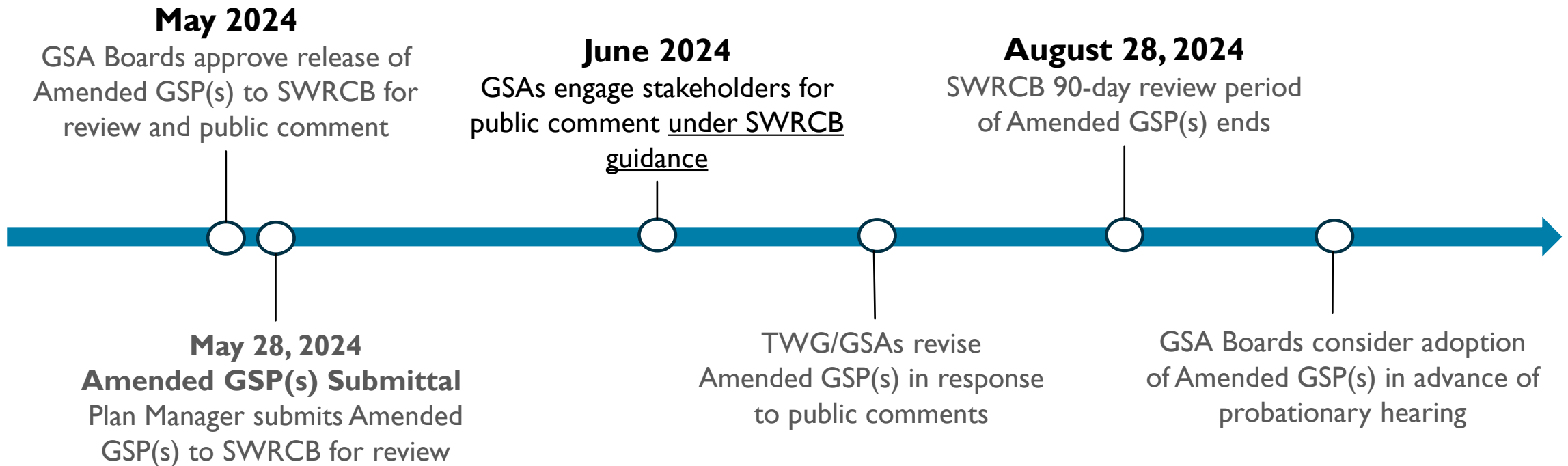
# TEJON-CASTAC WATER DISTRICT GSA PLAN IMPLEMENTATION DETAILS

- Continue SOKR GSAs and ACSD coordination
- Continue to coordinate with all Subbasin GSAs
- Ongoing monitoring
- Implement GSA-specific P/MAs
- Participate in Subbasin-wide P/MAs
- Reporting





# PROPOSED SCHEDULE LEADING TO GSP(S) ADOPTION



# AMENDED GSP(S) APPROACH SUBBASIN NEXT STEPS

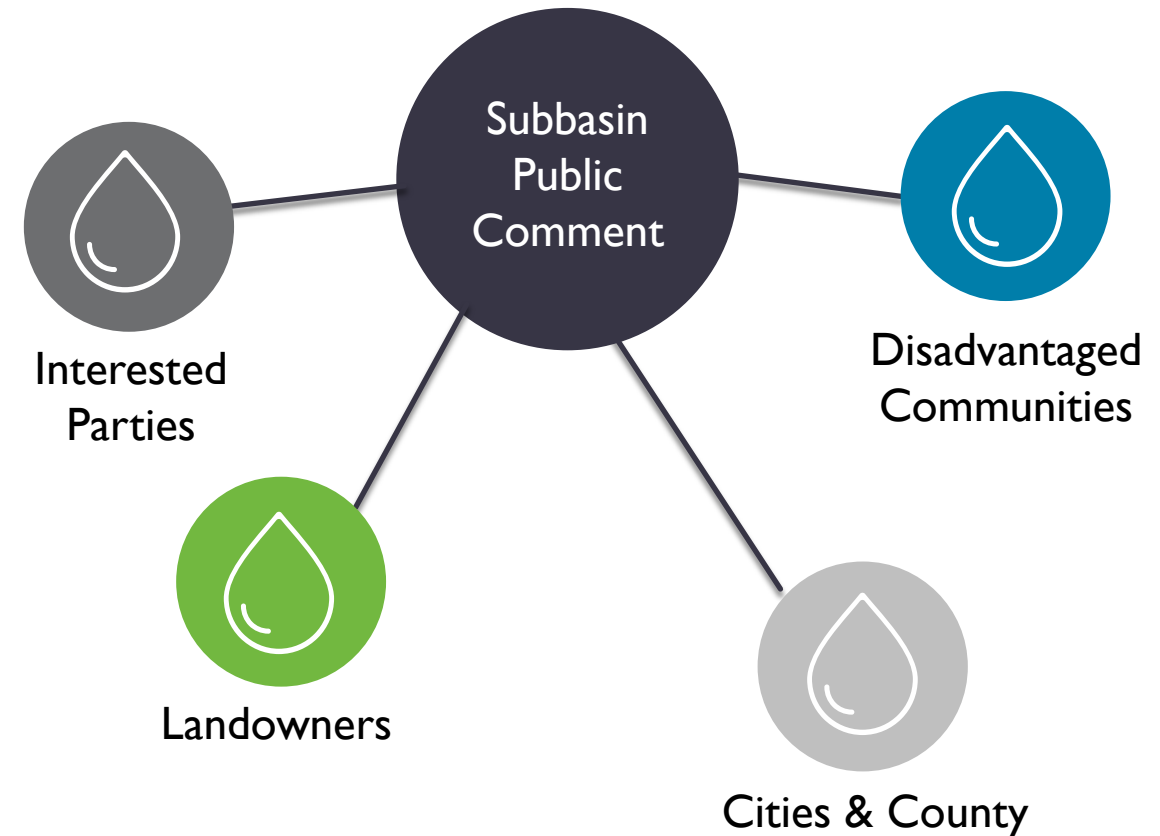
Prior to a scheduled SWRCB Public Hearing:

**Additional SWRCB Meetings**

**Public Comment\***

**Establish Partnerships**

- Kern County Environmental Health
- Self-Help Enterprises
- Kern Water Collaborative
- Friant Water Authority
- Water Association of Kern County
- Municipalities & Purveyors



\*SWRCB Guidance

# TEJON-CASTAC WATER DISTRICT GSA NEXT STEPS

Prior to a scheduled SWRCB Public Hearing:

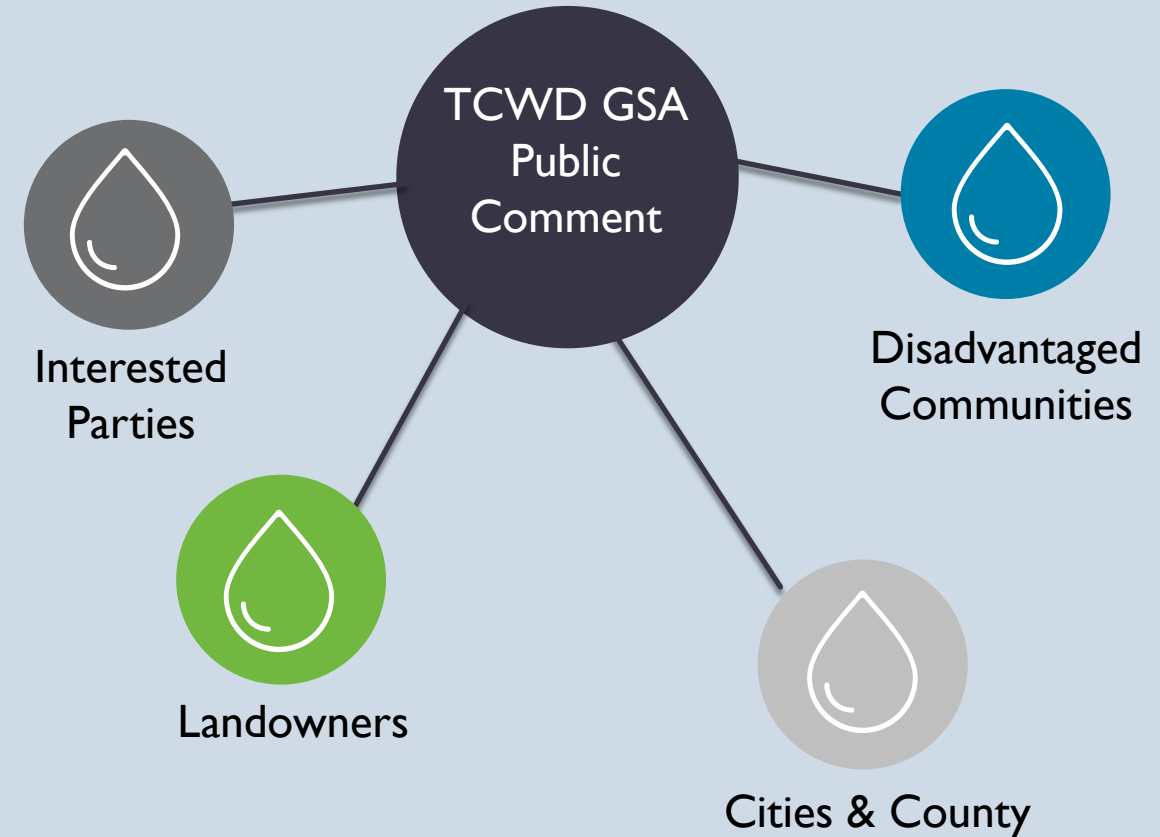
**Additional SOKR GSP Executive Committee meetings**

**Additional GSA Meetings**

**Public Comment\***

**SOKR GSP Executive Committee considers endorsement of Amended GSP Adoption**

**GSA Board Adoption**

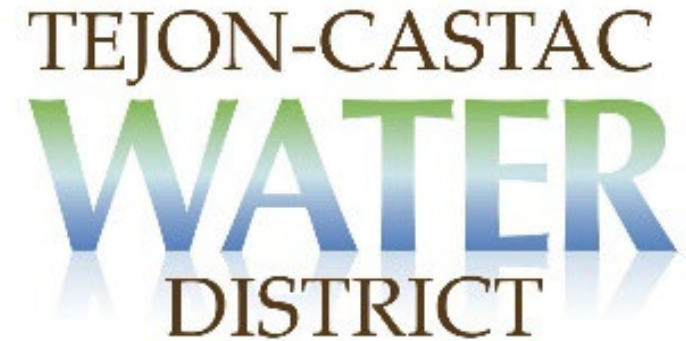


\*SWRCB Guidance

# CLOSING REMARKS

**The Tejon-Castac Water District GSA supports the Kern County Subbasin's commitment to SGMA implementation.**

- Coordinated approach to revised GSPs
- Coordination with State
- Coordination with partners and interested parties



# Second Amended Kern County Subbasin Coordination Agreement

**This Second Amended Kern County Subbasin Coordination Agreement** (the “Agreement”) is made effective as of \_\_\_\_\_ by and among the Groundwater Sustainability Agencies (“GSA”) within the Kern County Subbasin that are developing multiple Groundwater Sustainability Plans (“GSPs”) (each a “Party” and collectively the “Parties”), each of which is identified in Appendix 1 and is made with reference to the following facts:

**WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”); and

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

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

**WHEREAS**, the Subbasin includes twenty-~~two~~one (~~22~~21) GSAs that are managing the Subbasin through multiple GSPs; and

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

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

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

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

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

## Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA and Title 23 of the California Code of Regulations (“CCR”), and that the elements of the GSPs are appropriately coordinated to support sustainable management.

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

## Section 2 General Guidelines

### Responsibilities of the Parties

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

### No Adjudication or Alternative Plans in the Subbasin

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

## Section 3 Governance

### Subbasin Coordination Committee

The Subbasin Coordination Committee will oversee ~~the Coordination a~~Activities (defined below) described in section 3.1.5 of this Agreement. The Subbasin Coordination Committee will consist of one representative appointed from each GSPGSA.

Each Subbasin Coordination Committee member’s compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party.

Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing GSA and may be removed or substituted from the Subbasin Coordination Committee by the appointing GSA at any time.

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

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

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

### **Plan Manager**

The Plan Manager shall be appointed by unanimous agreement by the Parties for a term of one calendar year, and annually thereafter, and may be removed by unanimous agreement of the Parties with or without cause. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board (SWRCB), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or the particular Party, respectively. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

## **Section 4 Exchange of Data and Information**

### **Procedure for Exchange of Information**

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

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

### **Non-Disclosure of Confidential Information**

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and

in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

## **SECTION 5 GSP Methodologies**

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

### **Coordinated Monitoring Networks**

The Parties agree to rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of the GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA regulations and GSP Chapter 16 described in Attachment 2. The infrastructure (wells, extensometers, etc.) that comprises the Monitoring Network was strategically selected to represent baseline groundwater conditions and potential impacts of SGMA implementation.

The Parties agree to rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that were developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all management areas within the boundaries of the defined Subbasin. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing Sustainable Management Criteria, except to the extent the Parties mutually agree to modifications in the future in compliance with SGMA regulations and the protocols in GSP Chapter 16 described in Attachment 2.

### **Monitoring Networks Protocols**

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in the future in compliance with SGMA regulations and the protocols in GSP Chapter 16 described in Attachment 2.

#### **Party Changes to Subbasin Monitoring Networks**

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in the GSP Chapter 16 and as follows.

To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the



necessary details and data as described in Chapter 16 and as required by DWR. At a minimum, the request should provide following information:

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

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

## **Coordinated Water Budgets**

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all of the areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA regulations and GSP Chapter 8 described in Attachment 2.

### **Coordinated Data Management System**

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

## **Adoption and Use of the Coordination Agreement**

### **Cooperative Implementation of GSPs**

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

## **GSP and Coordination Agreement Submission**

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

## **Reporting Coordination**

### **Annual Reports**

The Parties intend to submit their collective report to DWR through the Plan Manager on April 1 annually. The annual report shall contain information about the Subbasin managed in the GSPs to satisfy the requirements under Water Code section 10728 and SGMA regulations, including: (a) groundwater elevation data, (b) annual aggregated data identifying groundwater extraction for the preceding water year, (c) surface water supply used for or available for use for groundwater recharge or in-lieu use, (d) total water use, (e) change in groundwater storage.

### **Annual Data Collection and Reporting**

The Parties intend to submit their collective data for Representative Monitoring Wells, as described in the Monitoring Network detailed in GSP Chapter 16, to DWR through the Plan Manager to satisfy SGMA regulations, as described in Section 5 Monitoring Networks and Protocols. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

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

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

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

## **In Event Entire Subbasin Not Covered by GSP**

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

## **Duration of Coordination Agreement**

This Coordination Agreement shall be reopened for amendment at the at the submission of the next round of GSPs covering the Subbasin (no later than 5 years from January 31, 2020). Unless amended at that time, the Coordination Agreement shall be automatically renewed every 5 years. This Agreement may be amended at any time by unanimous agreement of the Parties.

# Modification and Termination of the Agreement

## Modification

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

## Withdrawal, Termination, Adding Parties

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

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a portion of the Subbasin.

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

# Dispute Resolution

## Procedures for Resolving Conflicts

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty {30} days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within thirty (30) days from the providing of written notice specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the dispute. If the Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

## Litigation

In the event a dispute or claim is not resolved by a mutually agreeable settlement through informal negotiation or voluntary mediation, the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter.

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## **Appendix 1**

[Insert All GSAs]

## **Appendix 2**

[Insert GSP common chapters]

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**THIRD AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

**KERN NON-DISTRICTED LAND AUTHORITY**

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

**RECITALS**

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

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

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

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

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;

2. A collection of local agencies has adopted GSPs that collectively serve as a GSP for the entire Kern County Subbasin; or
3. DWR has approved an alternative pursuant to Water Code section 10733.6.

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

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

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

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

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

## **ARTICLE 1 DEFINITIONS**

**1.1** “Associate Members” means those Members of the Authority identified on the attached

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

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

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

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

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

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

## **ARTICLE 2 CREATION OF AUTHORITY**

**2.1** **Creation of Authority.** There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the

Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

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

**2.3 Term.** This Agreement will become effective upon execution by all of the Members and will remain in effect for a period of two years following the Effective Date ~~or until~~ unless earlier terminated by agreement of a 75 percent majority of then participating Members. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which ~~withdraws or~~ is terminated from its participation in the Authority in accordance with this Agreement. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon ~~either (a) the County of Kern becoming the GSA for all Non-districted Land, or (b) In the event the State Board designates the Kern Subbasin as a probationary basin by the State Water Resources Control Board, this Agreement will remain in effect for the remainder of its term, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.~~

## ARTICLE 3

### POWERS

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers



Act (Govt. Code, §§ 6500 *et seq.*), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

#### **ARTICLE 4 INTERNAL ORGANIZATION**

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

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

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

**4.4 Committees.** The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No

committee or participant on such committee will have any authority to act on behalf of the Authority.

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

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

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

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

**4.9 Special Activities.** With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) **Continued Administration of Existing Grants.** As a first Special

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

**4.10 Admission, ~~Withdrawal~~ and Termination of Members.**

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

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

(c) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's ~~withdrawal or~~ termination.

**ARTICLE 5  
FINANCIAL PROVISIONS**

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

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

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

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

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

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

**5.5 Payments to the Authority.**

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

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

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

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

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

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

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

(b) The Board of Directors shall first offer any surplus properties, works,

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

## **ARTICLE 6 MANAGEMENT**

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

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**7.1 Amendment.** This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained. Any amendment to extend the term of this Agreement shall provide a non-concurring party a 90 day period to withdraw with no continuing financial obligation required.

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

**7.3 Assignment.** Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the

parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

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

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

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

**7.7 Interpretation.** The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

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



**MEMORANDUM OF UNDERSTANDING BETWEEN KERN WATER COLLABORATIVE AND  
GROUNDWATER SUSTAINABILITY AGENCIES IN THE KERN SUBBASIN**

**RECITALS**

WHEREAS, the Kern Water Collaborative (KWC) is a nonprofit public benefit corporation created to maintain and improve the quality of life within the Kern County Subbasin, which includes the subbasins of Westside South, Poso and Kern River<sup>1</sup> (hereafter referred to as Kern County Subbasin) by providing groundwater testing and free drinking water for residents in the Subbasin who are impacted by nitrate contamination;

WHEREAS, the KWC also seeks to improve the quality of life in the Kern County Subbasin by identifying long-term drinking water needs for those in the Region that are impacted by nitrate contamination;

WHEREAS, starting on or about February 28, 2025, KWC will implement an Early Action Plan that conducts outreach to residents in the Kern County Subbasin that rely on domestic wells for their source of drinking water;

WHEREAS, the KWC's Early Action Plan will offer free domestic well testing to measure nitrate levels in such wells and will provide replacement water to those whose wells exceed the state's primary maximum contaminant level for nitrate at no cost to the resident;

WHEREAS, the KWC may seek grants from the State Water Resources Control Board's (State Water Board) Safe and Affordable Funding for Equity and Resilience (SAFER) to provide groundwater testing and free drinking water for residents in the Subbasin who are impacted by other contaminants besides nitrate;

WHEREAS, in the Kern County Subbasin, there are XX individual Groundwater Sustainability Agencies<sup>2</sup> formed under and pursuant to the provisions of the Sustainable Groundwater Management Act (SGMA) (Wat. Code, § 10720 et seq.) that are required to prepare and implement Groundwater Sustainability Plans that meet the requirements of SGMA;

**Commented [DH1]:** Needs to be confirmed and the footnote needs to be updated accordingly

WHEREAS, the individual GSAs have worked in cooperative groups to prepare multiple GSPs that collectively cover the entirety of the Kern County Subbasin;

WHEREAS, on or about March 2, 2023, the California Department of Water Resources (DWR) issued Inadequate Determinations for the GSPs that collectively cover the entirety of the Kern County Subbasin;

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<sup>1</sup> The KWC also looks to maintain the quality of life within a small portion of Kings County's Tulare Lake Basin that is located within the Dudley Ridge Water District Boundaries and that also exists within the boundaries of the Westside Water Quality Coalition's boundaries.

<sup>2</sup> The XX GSAs include the following agencies: XX.

WHEREAS, DWR's determination of inadequacy results in transferring primary jurisdiction for review of revised GSPs to the State Water Board and creates the need for additional amendments to the GSPs;

WHEREAS, the 22 GSAs have a shared interest in revising the multiple GSPs covering the Kern County Subbasin to satisfy the requirements of SGMA and the State Water Board's potentially alleged deficiencies regarding GSP implementation and potential impacts that may result in degraded groundwater quality;

WHEREAS, the GSAs, as part of GSP implementation, will need to mitigate groundwater quality impacts caused by GSP implementation and that result in degradation of groundwater quality above certain levels identified in the amended GSPs;

WHEREAS, the GSAs endeavor to enter into a Letter of Intent with Self-Help Enterprises to enter into a proposed partnership between the Kern County Subbasin and Self-Help Enterprises for the administration of the Kern County Subbasin Groundwater Sustainability Plan(s) Well Mitigation Program;

WHEREAS, the KWC and its contributing members need to prepare a long-term plan for monitoring of nitrate groundwater quality throughout its designated area of interest;

WHEREAS, the GSPs under SGMA must have a groundwater monitoring program; and,

WHEREAS, the KWC and the XX GSAs desire to coordinate efforts related to monitoring groundwater quality and for providing replacement water;

NOW, THEREFORE, the KWC and the XX GSAs agree as follows:

#### AGREEMENT TERMS

1. KWC and the XX GSAs agree to work collaboratively to avoid duplication of efforts in their respective administration of their programs, including but not limited to: 1) compilation and assessment of groundwater data; 2) groundwater monitoring; 3) testing domestic wells for drinking water constituents of concern; 4) mitigating dry wells; and, 5) providing replacement drinking water.
2. The KWC and the XX GSAs agree that it is in their mutual interest ~~to ensure~~ that all residents in the Kern County Subbasin have access to an adequate supply of safe and affordable drinking water.
3. KWC agrees, consistent with its Early Action Plan once approved by the Central Valley Regional Water Quality Control Board (Central Valley Water Board), to conduct outreach to residents within the Kern County Subbasin to offer free domestic well testing for nitrate and

will provide replacement water to residents if the domestic well exceeds the primary contaminate level for nitrate.

4. KWC agrees that as part of its Early Action Plan outreach efforts, KWC will provide residents throughout the Kern County Subbasin with information regarding XX GSAs well mitigation program, as long as such information is provided to the KWC for dissemination.
5. The XX GSAs agree to identify a single point of contact for the KWC for cooperation and collaboration associated with its well mitigation program.
6. KWC agrees that if KWC, during the normal course of implementing its Early Action Plan, encounters a dry well that may be eligible for the XX GSAs well mitigation program, KWC will notify the contact person identified by the XX GSAs of the dry well and will provide the resident with referral information from the XX GSAs of the resident's options for seeking mitigation under the GSAs well mitigation program.
7. The XX GSAs agree that if a domestic well is eligible for their well mitigation program, the XX GSAs will take all reasonable efforts to install a replacement well that is sealed at a level where groundwater meets primary drinking water standards.
8. The XX GSAs agree that if a replacement well is provided through the well mitigation program, the GSAs will test water from the well to determine if it exceeds drinking water standards. If the well exceeds the nitrate drinking water standard, the identified single point of contact will work with the KWC to ensure that replacement water is provided to the residents that rely on the well in question.
9. The KWC and the XX GSAs agree that it is their intent to develop a future agreement, or amendments to this agreement, whereby the XX GSAs will contribute annually to the KWC to provide funding to the KWC to cover costs for well testing and replacement water that may be associated with implementation of the GSPs.
10. The XX GSAs agree to provide the KWC with groundwater well data and information compiled by the GSAs to assist the KWC in its development of a Preliminary Management Zone Implementation Plan, and future plans as appropriate and applicable.
11. The KWC and the XX GSAs agree to work collaboratively in the development of their monitoring well networks to ensure that there are not duplicative monitoring efforts and to share monitoring results of wells monitored so that each program enhances the other's well monitoring program rather than duplicating such programs.

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