

APPENDIX C. COORDINATION AGREEMENTS, MOUS, AND COORDINATION LETTERS

- C-1 Kern County Subbasin Coordination Agreement
- C-2 Fourth Amended and Restated Joint Exercise of Powers
Agreement Kern Non-Districted Lands Authority
- C-3 County of Kern Letter to SWRCB RE: Kern Groundwater Authority
and Kern County Water Agency
- C-4 SWRCB Letter to County of Kern RE: Kern Groundwater Authority
and Kern County Water Agency
- C-5 Memorandum of Understanding between Kern Water
Collaborative and Groundwater Sustainability Agencies in the
Kern Subbasin Kern Water Collaborative Letter to SWRCB RE:

Appendix C-1: Kern County Subbasin Coordination Agreement

Third Amended Kern County Subbasin Coordination Agreement

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

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

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

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

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

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

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

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

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

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

Section 1 Purpose

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

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

Section 2 General Guidelines

Responsibilities of the Parties

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

No Adjudication or Alternative Plans in the Subbasin

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

Section 3 Governance

Subbasin Coordination Committee

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

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

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

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

Plan Manager

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

Section 4 Exchange of Data and Information

Procedure for Exchange of Information

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

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

Non-Disclosure of Confidential Information

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

SECTION 5 GSP Data and Methodologies

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

Coordinated Data Management System

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

SECTION 6 Coordinated Monitoring Networks

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

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

Monitoring Networks Protocols

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

Party Changes to Subbasin Monitoring Networks

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

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

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

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

SECTION 7 Coordinated Water Budgets

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

SECTION 8 Well Mitigation Program

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

SECTION 9 Adoption and Use of the Coordination Agreement

Cooperative Implementation of GSPs

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

GSP and Coordination Agreement Submission

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

Reporting Coordination

Annual Reports

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

Annual Data Collection and Reporting

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

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

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

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

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

Exceedances

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

In Event Entire Subbasin Not Covered by GSP

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

Duration of Coordination Agreement

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

SECTION 10 Modification and Termination

Modification

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

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

Withdrawal, Termination, Adding Parties

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

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

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

SECTION 11 Dispute Resolution

Procedures for Resolving Conflicts

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

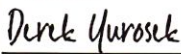
agree upon a resolution of the dispute within thirty (30) days from the provision of written notice specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared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

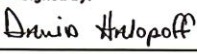
Litigation

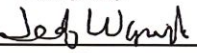
In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall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

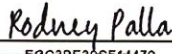
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Attachment 1

Signed by:

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Arvin GSA
Derek Yurosek, Board Director

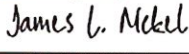
Signed by:

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Cawelo Water District GSA
David Halopoff, Assistant General Manager

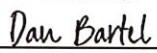
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Henry Miller Water District GSA
Jeff Wyrick, President

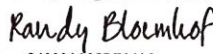
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Kern River GSA
Rodney Palla, Chairman

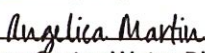
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Kern-Tulare Water District GSA
Skye B. Grass, General Manager

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Olcese Water District GSA
James L. Nickel, President

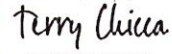
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Rosedale Rio Bravo Water Storage District GSA
Dan Bartel, Engineer-Manager

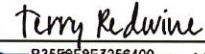

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Shafter-Wasco Irrigation District GSA
Randy Bloemhof, Board Director

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Tejon-Castaio Water District GSA
Angelica Martin, Water Resources Director

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Westside District Water Authority GSA
Mark Gilkey, General Manager

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Buena Vista Water Storage District GSA
Terry Chicca, President

Signed by:

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Greenfield County Water District GSA
Terry Redwine, Board President

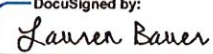
Kern Non-Districted Land Authority GSA
Barry Watts, Chairman

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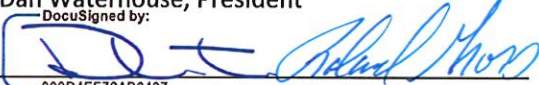
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Kern Water Bank GSA
Joseph Butkiewicz, General Manager

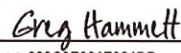
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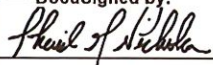
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North Kern Water Storage District GSA
Kevin S. Andrew, President

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Pioneer GSA...
Lauren Bauer, Water Resources Manager

Semitropic Water Storage District GSA
Dan Waterhouse, President

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Southern San Joaquin Municipal Utility District GSA
Roland Gross, General Manager

Signed by:

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West Kern Water District GSA
Greg A. Hammett, General Manager

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Wheeler Ridge-Maricopa GSA
Sheridan Nicholas, Engineer-Manager

Appendix C-2: Fourth Amended and Restated Joint Exercise of Powers Agreement Kern Non-Districted Lands Authority

**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. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

2.3 Term. This Agreement will become effective upon execution by all of the Members and will remain in effect for a period of two years following the Effective Date 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 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 the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect 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 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 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.

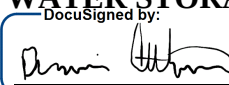
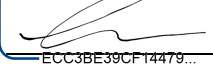
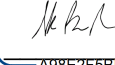
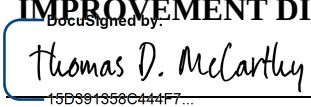
7.6 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, 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**.

EXHIBIT A**GENERAL MEMBERS**

Name: ARVIN-EDISON WATER STORAGE DISTRICT DocuSigned by:  By: _____ ETC62EE480C1471... Name: <u>Derek Yurosek</u> Its: <u>Board Director</u> Address: <u>20401 E Bear Mountain Blvd.</u> <u>Arvin, CA 93203</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%	Name: WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT DocuSigned by:  By: _____ 20AA0A3F61324E8... Name: <u>Dennis Atkinson</u> Its: <u>Board President</u> Address: <u>12109 CA-166</u> <u>Bakersfield, CA 93313</u> Date: <u>5/28/2024</u> Member's Cost Share Contribution: 5%
Name: TEJON-CASTAC WATER DISTRICT DocuSigned by:  By: _____ FB7E46CF267E471... Name: <u>Angelica Martin</u> Its: <u>Secretary/Authorized Signatory</u> Address: <u>5665 Santa Elena Dr.</u> <u>Arvin, CA 93203</u> Date: <u>5/22/2024</u> Member's Cost Share Contribution: 5%	Name: KERN DELTA WATER DISTRICT DocuSigned by:  By: _____ ECC3BE39CF14479... Name: <u>Rodney Palla</u> Its: <u>Board President</u> Address: <u>501 Taft Hwy.</u> <u>Bakersfield, CA 93307</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%
Name: KERN-TULARE WATER DISTRICT DocuSigned by:  By: _____ A98E2F5BB6E84BD... Name: <u>Skye B. Grass</u> Its: <u>General Manager</u> Address: <u>5001 California Ave.</u> <u>Bakersfield, CA 93309</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%	Name: KERN COUNTY WATER AGENCY IMPROVEMENT DISTRICT NO. 4 DocuSigned by:  By: _____ 15D391358C444F7... Name: <u>Tom McCarthy</u> Its: <u>General Manager</u> Address: <u>3200 Rio Mirada Dr.</u> <u>Bakersfield, CA 93308</u> Date: <u>5/28/2024</u> Member's Cost Share Contribution: 5%

Name: SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT DocuSigned by:  By: _____ CD47AC533A5B40B... Name: <u>Roland Gross</u> Its: <u>General Manager</u> Address: <u>11281 Garzoli Ave.</u> <u>Delano, CA 93215</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%	Name: SHAFTER-WASCO IRRIGATION DISTRICT DocuSigned by:  By: _____ B9FF50624EFC409... Name: <u>Randy Bloemhof</u> Its: <u>Board Director</u> Address: <u>16294 Central Valley Hwy.</u> <u>Wasco, CA 93280</u> Date: <u>5/22/2024</u> Member's Cost Share Contribution: 5%
Name: SHAFTER-WASCO IRRIGATION DISTRICT SEVENTH STANDARD ANNEX DocuSigned by:  By: _____ B9FF50624EFC409... Name: <u>Randy Bloemhof</u> Its: <u>Board Director</u> Address: <u>16294 Central Valley Hwy.</u> <u>Wasco, CA 93280</u> Date: <u>5/22/2024</u> Member's Cost Share Contribution: 5%	Name: NORTH KERN WATER STORAGE DISTRICT DocuSigned by:  By: _____ 4C0064CFA3734FE... Name: <u>Kevin S. Andrew</u> Its: <u>Board President</u> Address: <u>33380 Cawelo Ave.</u> <u>Bakersfield CA 93308</u> Date: <u>5/22/2024</u> Member's Cost Share Contribution: 5%
Name: CAWELO WATER DISTRICT DocuSigned by:  By: _____ AADF128C7D204F5... Name: <u>David Halopoff</u> Its: <u>Assistant General Manager</u> Address: <u>17207 Industrial Farm Rd.</u> <u>Bakersfield, CA 93308</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%	Name: WESTSIDE DISTRICT WATER AUTHORITY DocuSigned by:  By: _____ 1AA944CDE9614D3... Name: <u>Mark Gilkey</u> Its: <u>General Manager</u> Address: <u>5555 California Ave. Suite 209</u> <u>Bakersfield, CA 93309</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%
Name: SEMITROPIC WATER STORAGE DISTRICT DocuSigned by:  By: _____ 800D4EF72AB6437... Name: <u>Dan Waterhouse</u> Its: <u>Board Director</u> Address: <u>1101 Central Ave.</u> <u>Wasco, CA 93280</u> Date: <u>5/28/2024</u> Member's Cost Share Contribution: 5%	Name: KERN WATER BANK GROUNDWATER SUSTAINABILITY AGENCY DocuSigned by:  By: _____ D28EB72F4F18408... Name: <u>Joe Butkiewicz</u> Its: <u>General Manager</u> Address: <u>1620 Mill Rock Way # 500</u> <u>Bakersfield, CA 93311</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%

Name: WEST KERN WATER DISTRICT DocuSigned by: By: <u><i>Greg Hammett</i></u> EEAA5AEC18784B5... Name: <u>Greg A. Hammett</u> Its: <u>General Manager</u> Address: <u>800 Kern Street</u> <u>Taft, CA 93268</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%	Name: OLCESE WATER DISTRICT DocuSigned by: By: <u><i>James L. Nickel</i></u> D9EC12EDC08748A... Name: <u>James L. Nickel</u> Its: <u>Board President</u> Address: <u>15701 CA-178</u> <u>Bakersfield, CA 93306</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%
Name: ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT DocuSigned by: By: <u><i>Dan Bartel</i></u> 0AFA98D07C50427... Name: <u>Dan Bartell</u> Its: <u>Engineer-Manager</u> Address: <u>849 Allen Rd.</u> <u>Bakersfield, CA 93314</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%	Name: BUENA VISTA WATER STORAGE DISTRICT DocuSigned by: By: <u><i>Terry Chica</i></u> C2845D15127A462... Name: <u>Terry Chicca</u> Its: <u>Board President</u> Address: <u>525 North Main Street</u> <u>Buttonwillow, CA 93206</u> Date: <u>5/23/2024</u> Member's Cost Share Contribution: 5%
Name: KERN COUNTY WATER AGENCY PIONEER PROJECT GSA DocuSigned by: By: <u><i>Lauren Bauer</i></u> D0E93916E921449... Name: <u>Lauren Bauer</u> Its: <u>Manager</u> Address: <u>3200 Rio Mirada Dr.</u> <u>Bakersfield, CA 93308</u> Date: <u>5/24/2024</u> Member's Cost Share Contribution: 5%	

ASSOCIATE MEMBERS	
Name: EASTSIDE WATER MANAGEMENT AREA DocuSigned by: By: <u><i>Chad Hathaway</i></u> 650F9CA517E54A3... Name: <u>Chad Hathaway</u> Its: <u>Chairman</u> Address: <u>4900 California Avenue</u> <u>Tower B, 2nd Floor</u> <u>Bakersfield, CA 93309</u> Date: <u>5/28/2024</u> Associate Member's Cost Share Contribution: 5%	

JURISDICTIONAL MEMBER

KERN COUNTY WATER AGENCY

DocuSigned by:

By:

Thomas D. McCarthy

Name:

Tom McCarthy

Its:

General Manager

Address:

3200 Rio Mirada Dr.

Bakersfield, CA 93308

Date:

5/28/2024

Certificate Of Completion

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Signatures: 21

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Rebecca Monk

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rmonk@rinconconsultants.com

Envelopeld Stamping: Enabled

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Record Tracking

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Holder: Rebecca Monk

Location: DocuSign

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rmonk@rinconconsultants.com

Signer Events

Angelica Martin

amartin@tejonranch.com

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(None)**Signature**

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Chad Hathaway

chathaway@hathawayllc.com

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Dan Bartel

dbartel@rrbwdsd.com

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Dan Waterhouse

dan@neuhousefarms.com

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(None)

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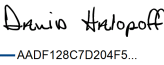
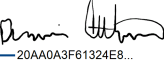
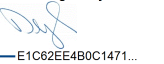
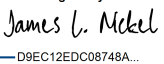
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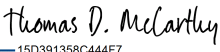
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Thomas D. McCarthy tmccarthy@kcwa.com General Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/28/2024 7:39:45 AM ID: ec5e019f-d302-489f-9a43-911337c02705	DocuSigned by:  15D391358C444F7... Signature Adoption: Pre-selected Style Using IP Address: 12.14.52.35	Sent: 5/22/2024 3:32:21 PM Resent: 5/24/2024 10:32:11 AM Resent: 5/28/2024 11:28:30 AM Viewed: 5/28/2024 11:29:26 AM Signed: 5/28/2024 11:40:43 AM

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Rincon Consultants, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cfarrington@rinconconsultants.com

To advise Rincon Consultants, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cfarrington@rinconconsultants.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Rincon Consultants, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cfarrington@rinconconsultants.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Rincon Consultants, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cfarrington@rinconconsultants.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Rincon Consultants, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Rincon Consultants, Inc. during the course of your relationship with Rincon Consultants, Inc..

**Appendix C-3: County of Kern Letter to SWRCB RE: Kern
Groundwater Authority and Kern County Water Agency**

MARK L. NATIONS
COUNTY COUNSEL

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF KERN

DEPUTIES

KELLEY D. SCOTT
JERRI S. BRADLEY
KELLI R. FALK
KENDRA L. GRAHAM
ANDREW C. THOMSON
JEFFREY N. ESTEY*
JUDITH M. DENNY
JENNIFER E. FEIGE
MARSHALL S. FONTES
BRIAN VAN WYK
BRYAN E. ALBA
PHILLIP W. HALL
BRYAN C. WALTERS
GILLIAN SMITH
EMILY WATTS BLENNER
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PHILLIP T. JENKINS
CARISSA RARICK
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*Certified Workers' Compensation Law Specialist,
The State Bar of California
Board of Legal Specialization

October 22, 2018

Nicole L. Kuenzi
Attorney at Law
State Water Resources Control Board
Office of Chief Counsel
1001 I Street, 22nd Floor
Sacramento, CA 95814

Via email to nicole.kuenzi@waterboards.ca.gov

RE: Kern Groundwater Authority and Kern County Water Agency

Dear Ms. Kuenzi:

This letter is a follow up to our telephone conversation of October 12, 2018 in which we along with several of our respective colleagues discussed Kern County's participation in the Kern Groundwater Authority ("KGA"). We found the discussion very informative and helpful as we contemplate the County's future role in groundwater regulation.

I am writing specifically to solicit confirmation of your agreement with the understanding County representatives formed from the referenced conversation and our own independent analysis that should the County of Kern withdraw from the KGA, the State would not intervene in the Kern County Sub-basin ("Basin") since the Kern County Water Agency ("KCWA") is a member of the KGA and confers upon the KGA the needed jurisdictional power and authority for KGA to be a Groundwater Sustainability Agency ("GSA") for all portions of the Basin as to which it has filed to be a GSA.

Nicole L .Kuenzi
October 22, 2018

As you may be aware, Kern County has been considering for some time its options and involvement with the KGA. One of the County's concerns is that it is not equipped with the necessary expertise, personnel and funding required for effective long-term water management in an area as intricate, diverse and complex as the Basin. The County is also concerned that it has not been able to procure an appropriate indemnification agreement from KGA that protects the County's general fund from litigation costs and damage awards, thereby placing upon all taxpayers in Kern County the significant costs and burdens of litigation involving only one of the numerous basins that lay wholly or partly within Kern County.

SGMA provides that any local agency or combination of agencies that have a water supply, water management or land use responsibilities in a basin may decide to become a GSA for a groundwater basin. (Water Code §10721(n) and §10723) The KCWA undoubtedly meets the requirements to be a GSA for the entire Basin. The KCWA's enabling act (Water Code Appendix Chapter 99) expressly provides that KCWA's boundaries shall consist of all the territory lying within the exterior boundaries of the County of Kern. (Section 99-1) The enabling act also provides the KCWA with the necessary water supply and water management powers and duties needed to become a GSA. In particular, Section 99-4 gives the KCWA the express power to take "every lawful act necessary in order that sufficient water may be available for any present or future beneficial use or uses of lands or inhabitants within the agency, including, but not limited to, irrigation, domestic, fire protection, municipal, commercial, industrial, recreational, and all other beneficial uses and purposes...." Furthermore, KCWA receives nearly six million dollars annually of general property tax revenue and has authority to levy special benefit assessments over and above those set forth in SGMA such as a Water Code §10730 basin-wide pump tax.

KGA is a Joint Powers Authority formed through a joint powers agreement for the express purpose of jointly exercising the powers common to each of its Members and to "cooperatively carry out the purposes of SGMA and develop, adopt and implement a legally sufficient GSP covering those portions of the Kern County Sub-basin that are within the jurisdiction boundaries of the Members...." (Joint Powers Agreement) In accordance with this stated purpose, KGA has already filed and received GSA approval for all portions of the Basin that are not subject to other GSA filings. Therefore, with KCWA as a full member, KGA has jurisdiction over all areas that are within the jurisdictional boundaries of KCWA not otherwise subject to other GSA filings. Kern County's participation as a member of KGA is not needed for KGA to exercise jurisdiction over all portions of the Basin as to which it has filed to be a GSA. Therefore, were Kern County to withdraw from KGA, there would be no need for State intervention.

I would very much appreciate it if you would please confirm in writing as soon as possible either by letter or email that our understanding as articulated above and as

Nicole L .Kuenzi
October 22, 2018

discussed with you and the other state representatives on October 12 is correct.

Thank you for your assistance. If you have any questions regarding this request or would like to discuss this issue further, please contact me.

Very truly yours,



Mark L. Nations
County Counsel

**Appendix C-4: SWRCB Letter to County of Kern RE: Kern
Groundwater Authority and Kern County Water Agency**

State Water Resources Control Board

December 3, 2018

Mark Nations, County Counsel
County of Kern
1115 Truxton Avenue, Fourth Floor
Bakersfield, California 93301
mnations@kerncounty.com
(sent electronically)

Dear Mr. Nations,

Thank you for your letter dated October 22, 2018, in confirmation of our phone conversation on October 12, 2018, during which we discussed Kern County's participation in the groundwater sustainability agency (GSA) for the Kern County Subbasin. This letter confirms our mutual understanding that the withdrawal of Kern County from the GSA for the subbasin would not result in unmanaged areas that would trigger intervention in the sub-basin by the State Water Resources Control Board (State Water Board or Board) pursuant to the Sustainable Groundwater Management Act, Water Code section 10720, et seq. (SGMA).

The Kern Groundwater Authority GSA is a joint powers authority made up of thirteen agency members, including Kern County and Kern County Water Agency. As we discussed and as documented in your letter, Kern County is considering whether to remain a member of the Kern Groundwater Authority GSA. Your letter requests confirmation that Kern County's withdrawal from the GSA would not leave unmanaged areas for purposes of state intervention because Kern County Water Agency has county-wide jurisdiction over the subbasin.

Any local agency or combination of local agencies overlying a groundwater basin may decide to become a groundwater sustainability agency for that basin. (Wat. Code, § 10723, subd. (a).) A joint powers authority may exercise authority over the jurisdictional areas of its members. Both the County and Kern County Water Agency have jurisdiction over all of the lands within Kern County. Therefore, the Kern Groundwater Authority GSA can, and has elected to be, a groundwater sustainability agency for portions of the subbasin and exercise the powers and authorities granted by SGMA. (Wat. Code, § 10726.8, subd. (b).) If the County were to withdraw as a member from the Kern Groundwater Authority GSA, the GSA can retain the same jurisdiction over those portions if Kern County Water Agency remains a participating member. In that case, the Board would continue to consider the entire Kern County Subbasin to be managed and not subject to reporting requirements under Water Code section 5202, subdivision (a)(2).

I appreciate that there are many challenges to establishing an effective governance structure for sustainable groundwater management. The County is in a unique position to offer complementary regulatory authority over land use, planning, and other functions that may assist

in achieving the sustainability goal for the subbasin. I want to encourage the County and the Kern Groundwater Authority GSA to carefully consider how the County can continue to play an active role in groundwater management in the subbasin.

This letter is intended to provide clarity as to the State Water Board's understanding, as requested, to assist in your efforts. These opinions are merely advisory and provided for your information. If you have additional questions, please contact Nicole Kuenzi, Office of Chief Counsel, State Water Board, at Nicole.Kuenzi@waterboards.ca.gov, (916) 322-4142.

Sincerely,

/s/ Sam Boland-Brien

Sam Boland Brien, Chief
Groundwater Management Program
State Water Resource Control Board

Appendix C-5: Memorandum of Understanding between Kern Water Collaborative and Groundwater Sustainability Agencies in the Kern Subbasin

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 River¹ (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 20 individual Groundwater Sustainability Agencies² (GSAs) 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;

¹ 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.

² The 20 GSAs include the following agencies: Arvin GSA, Wheeler-Ridge Maricopa GSA, Tejon-Castac Water District GSA, Kern River GSA, Cawelo Water District GSA, North Kern Water Storage District GSA, Shafter-Wasco Irrigation District GSA, Shafter-Wasco 7th Standard Annex GSA, Southern San Joaquin Municipal Utility District GSA, Semitropic Water Storage District GSA, West Kern Water District GSA, KCWA – Pioneer GSA, Kern Water Bank Authority GSA, Kern-Tulare Water District GSA, Westside Water District GSA, Rosedale-Rio Bravo Water Storage District GSA, Henry Miller Water District GSA, Olcese Water District GSA, Buena Vista GSA, and Kern Non-District Land Authority GSA.

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;

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 20 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, propose 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 have entered into a Letter of Intent with Self-Help Enterprises to enter into a proposed agreement between the Kern County Subbasin and Self-Help Enterprises for the administration of the Kern County Subbasin Groundwater Sustainability Plan(s) Well Mitigation Program (well mitigation program);

WHEREAS, the KWC, in cooperation with its members, will 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 20 GSAs desire to coordinate efforts related to monitoring groundwater quality and for providing replacement water;

NOW, THEREFORE, the KWC and the 20 GSAs agree as follows:

AGREEMENT TERMS

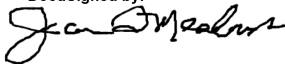
1. KWC and the 20 GSAs agree to work collaboratively to avoid duplication of efforts in their respective administration of their programs, including but not limited to: 1) compilation and assessment of groundwater data; 2) groundwater monitoring; 3) testing domestic wells for drinking water constituents of concern; 4) mitigating dry wells; and/or, 5) providing replacement drinking water.

2. The KWC and the 20 GSAs agree that it is in their mutual interest 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 the 20 GSAs well mitigation program, as long as such information is provided to the KWC for dissemination.
5. The 20 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 20 GSAs well mitigation program, KWC will notify the contact person identified by the 20 GSAs of the dry well and will provide the resident with referral information from the 20 GSAs of the resident's options for seeking mitigation under the GSAs well mitigation program.
7. The KWC and the 20 GSAs agree that it is their intent to develop a future agreement, or amendments to this agreement, whereby the 20 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 and that are not already addressed by the 20 GSA's through their well mitigation program.
8. The 20 GSAs agree to provide the KWC with publicly available 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.
9. The KWC and the 20 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.

EXECUTION

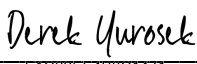
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of 11/20/2024.

Kern Water Collaborative

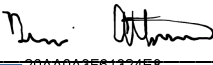
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Jason Meadors, Vice-Chair

Kern Subbasin Groundwater Sustainability Agencies

Arvin GSA

Signed by:

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Derek Yurosek, Director

Wheeler-Ridge Maricopa GSA

Signed by:

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Dennis Atkinson, President

Tejon-Castac Water District GSA

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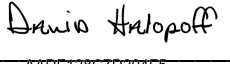
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Angelica Martin, Board Secretary

Kern River GSA

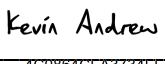
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Rodney Palla, Chair

Cawelo Water District GSA

Signed by:

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David Halopoff, Assistant General Manager

North Kern Water Storage District GSA

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Kevin Andrew, Board President

Shafter-Wasco Irrigation District GSA

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Randy Bloemhof, Board Member

Shafter-Wasco 7th Standard Annex GSA

Signed by:



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Randy Bloemhof, Board Member

Southern San Joaquin Municipal Utility District

Signed by:



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Roland Gross, General Manager

Semitropic Water Storage District GSA

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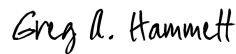


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Dan Waterhouse, Board President

West Kern Water District GSA

Signed by:

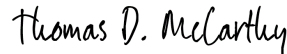


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Greg A. Hammet, General Manager

KCWA – Pioneer GSA

Signed by:



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Thomas D. McCarthy

Kern Water Bank Authority GSA

Signed by:



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Joseph Butkiewicz, General Manager

Kern-Tulare Water District GSA

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Skye Grass, General Manager

Westside District Water Authority GSA

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Mark Gilkey, Executive Director

Rosedale-Rio Bravo Water Storage District GSA

DocuSigned by:

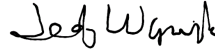


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Dan Bartel, Engineer-Manager

Henry Miller Water District GSA

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Jeof Wyrick, President, Chairman

Olcese Water District GSA

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James L. Nickel, President

Buena Vista GSA

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Terry Chicca, Board President

Kern Non-Districted Land Authority GSA

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Barry Watts, Chair