

Kern County Subbasin Coordination Agreement

THIS COORDINATION AGREEMENT (the "Agreement") is made effective as of _____ by and among the Groundwater Sustainability Agencies ("GSA") within the Kern County Subbasin that are developing a Groundwater Sustainability Plan ("GSP") (each a "Party" and collectively the "Parties"), each of which is identified in Appendix 1 and is made with reference to the following facts:

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

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

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

WHEREAS, the Basin includes eleven (11) GSAs that are managing the Basin through _____ different 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 basin to enter into a coordination agreement;

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 GSP's 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.

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 Basin are developed and implemented utilizing the same methodologies and assumptions as required under SGMA and Title 23 of the California Code of Regulations, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend that this Agreement be a description of how the multiple GSPs, developed by the individual GSAs, are implemented together to satisfy the requirements of SGMA. The Parties intend this Agreement to be incorporated as part of each individual GSP developed by the Parties.

SECTION 2 – GENERAL GUIDELINES

2.1 Responsibilities of the Parties

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect each Party's responsibility to implement the terms of their respective GSP. 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.

2.2 No Adjudication or Alternative Plans in the Basin

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

SECTION 3 – GOVERNANCE

3.1 Basin Coordination Committee

The Basin Coordination Committee (BCC) will oversee the activities described in section 3.1.5 of this Agreement. The Basin Coordination Committee will consist of one representative appointed from each GSP.

3.1.1 Each Basin Coordination Committee member's compensation for service on the Basin Coordination Committee, if any, is the responsibility of the appointing Party.

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

3.1.3 The Basin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement

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

3.1.5 The purposes of the Basin Coordination Committee are to (1) recommend to their respective GSAs the appointment of a Plan Manager who will act in accordance with this Agreement, and (2) provide a forum wherein the Parties may discuss basin coordination activities, which may include the development, planning, financing, environmental review, permitting, implementation, and long-term monitoring

of the multiple GSPs in the Basin, pursuant to SMGA requirements (“Coordination Activities”).

3.2 Plan Manager

The Plan Manager shall be appointed by unanimous agreement by the Parties for a term of one calendar year, and annually thereafter, and may be removed by unanimous agreement of the Parties with or without cause. The Plan Manager shall serve as the point of contact for DWR as specified in 23 CCR § 357.4, subd. (b)(1). 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 when required. The Plan Manager has no authority to take any action or represent the Basin Coordination Committee or a particular GSA without the specific direction and authority of the Basin Coordination Committee or the particular GSA, respectively. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Basin Coordination Committee and the affected GSA, as appropriate under the circumstances.

SECTION 4 – EXCHANGE OF DATA AND INFORMATION

4.1 Procedure for Exchange of Information

4.1.1 The Parties may exchange information through collaboration and/or informal requests made at the Basin Coordination Committee level or through subcommittees suggested by the Basin 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 Basin 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.

4.1.2 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 Basin Coordination Committee.

4.2 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 – METHODOLOGIES & ASSUMPTIONS

Pursuant to California Water Code section 10727.6 and 23 CCR, § 357.4, the Parties will meet and agree upon the methodologies used in their respective GSPs with respect to utilizing the same data and methodologies for the following assumptions: 1) groundwater elevation data; 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) change in groundwater storage; 6) water

budget; and 7) sustainable yield, and that such methodologies and assumptions 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. Information regarding the agreed upon Basin methodologies and assumptions shall be attached as Appendix 2 to this Agreement when approved by all Parties.

SECTION 6 – MONITORING NETWORK

6.1 The Parties shall develop a monitoring network and monitoring network objectives for the Basin in accordance 23 CCR, §§ 354.32 – 354.40. Each network shall facilitate the collection of data in order to characterize groundwater and related surface water conditions in the Basin and evaluate changing conditions that occur from implementation of the individual GSPs. The individual GSPs shall include monitoring objectives, protocols, and data reporting requirements as necessary under SGMA and SGMA Regulations.

6.2 The monitoring network(s) will demonstrate short-term, seasonal, and long-term trends in groundwater and related surface water conditions. Each Party's GSP will describe the monitoring network's objectives for the Basin, including an explanation of how the network will be developed and implemented to monitor groundwater and related surface water conditions, and the interconnection of surface water and groundwater, with sufficient temporal frequency and spatial density to evaluate the affects and effectiveness of GSP implementation. The Parties shall implement the monitoring network objectives to accomplish the following: a) demonstrate progress toward achieving measurable objectives described in the GSPs; b) monitor impacts to the beneficial uses or users of groundwater; c) monitor changes in groundwater conditions relative to measureable objectives and minimum thresholds; and d) quantify annual changes in water budget components. Information regarding the agreed upon Basin monitoring network shall be attached as Appendix 3 to this Agreement when approved by all Parties.

6.3 The Parties shall design a monitoring network that will achieve the following for the enumerated sustainability indicators:

6.3.1 Chronic Lowering of Groundwater Levels:

The network shall collect information sufficient to demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features by the following methods: a) density of monitoring wells to collect measurements through depth-discrete perforated intervals to characterize the groundwater table or potentiometric surface for each principal aquifer; and b) take static groundwater elevation measurements, at least two times a year, representing seasonal low and high conditions.

6.3.2 Change in Groundwater Storage:

The network will provide sufficient data for the GSAs to estimate the change in annual groundwater in storage.

6.3.3 Degraded Water Quality:

The network will collect sufficient spatial and temporal data from each GSA to determine groundwater quality trends for water quality indicators, as determined by the GSA, to address known water quality issues.

6.3.4 Land Subsidence:

The network will identify the location, rate and extent of land subsidence, which may be measured by extensometers, surveying, remote sensing technology, or any other appropriate method.

6.3.5 Seawater Intrusion/Depletion of Interconnected Surface Water:

The network will not be designed to monitor Seawater Intrusion and/or Depletion of Interconnected Surface Water because these issues are not applicable to the Basin.

6.4 The Parties shall determine the density of monitoring sites and frequency of measurements required to demonstrate short-term, seasonal, and long-term trends based upon the following factors: a) the amount of current and projected groundwater use; b) aquifer characteristics, including confined or unconfined aquifer conditions or other physical characteristics that affect groundwater flow; c) impacts to beneficial uses and users of groundwater and land uses and property interests affected by groundwater production, and adjacent basins that could affect the ability of that basin to meet the sustainability goal; d) whether individual GSAs have adequate long-term existing monitoring results or other technical information to demonstrate an understanding of aquifer response.

6.5 Parties may designate a subset of monitoring sites as representative of conditions in the Basin or a portion of the Basin.

6.6 The Parties shall identify data gaps where the Basin does not contain sufficient monitoring sites, where the frequency of monitoring is insufficient, or sites are unreliable. If such gaps are identified, the Parties shall describe the reason for the gap and describe actions that may be taken to remedy such gaps.

6.7 The Parties shall share information necessary to create a Basin map displaying the location and type of each monitoring site within the Basin, and a report in tabular format, including information regarding the monitoring site type, frequency of measurement, and purpose for which the monitoring site is being used.

SECTION 7 – COORDINATED WATER BUDGET

7.1 In accordance with 23 CCR, § 357.4 subd. (b) the Parties shall prepare a coordinated water budget for the Basin as described in this sub-section, as required by 23 CCR, § 354.18. The water budget will provide an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the Basin, including historical, current, and projected water budget conditions, and the change in the volume of water stored. Information regarding the agreed upon coordinated water budget shall be attached as Appendix 4 to this Agreement when approved by all Parties.

7.2 Each Party for its respective GSP shall endeavor to provide the information required by 23 CCR, § 356.2 to the Basin Coordination Committee by March 1 for the preceding calendar year.

7.3 The Parties shall use the projected water budgets to estimate future baseline conditions of supply, demand, and aquifer response to their GSP implementation, and to identify the uncertainties of these projected water budget components. The Parties shall use the following methodologies and assumptions to estimate future baseline conditions concerning hydrology, water demand and surface water supply availability or reliability over the planning and implementation horizon for the projected water budget.

7.3.1 To the extent available, use 50 years of historical precipitation, evapotranspiration, and streamflow information as the baseline condition for estimating future hydrology. The projected hydrology information shall also be applied as the baseline condition used to evaluate future scenarios of hydrologic uncertainty associated with projections of climate change and sea level rise.

7.3.2 Projected water demand shall utilize the most recent reliable land use, population growth, evapotranspiration, and crop coefficient information as the baseline condition for estimating future water demand. The projected water demand information shall also be applied as the baseline condition used to evaluate future scenarios of water demand uncertainty associated with projected changes in local land use planning, population growth, and climate.

7.3.3 Projected surface water supply shall utilize the most recent reliable water supply information as the baseline condition for estimating future surface water supply. The projected surface supply shall also be applied as the baseline condition used to evaluate future scenarios of surface water supply availability and reliability as a function of the historical surface water supply as identified in the historical water budget and the projected changes in local land use planning, population growth, and climate.

SECTION 8 – COORDINATED DATA MANAGEMENT SYSTEM

The Parties will develop and will maintain a data management system that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and monitoring network of the Basin as required by SGMA and the SGMA Regulations. Information regarding the agreed upon coordinated data management system shall be attached as Appendix 5 to this Agreement when approved by all Parties.

SECTION 9 – ADOPTION AND USE OF THE COORDINATION AGREEMENT

9.1 Cooperative Implementation of GSPs

The Parties intend that their individual GSPs will be implemented together in order to satisfy the requirements of SGMA. The collective GSPs in a coordinated manner will utilize the groundwater models, a description of the physical setting and characteristics of the separate aquifer systems within the Basin, the methodologies and assumptions as specified in Water Code section 10727.6, a description

of the undesirable results, the minimum thresholds, the measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the Basin(s) as a whole, and how it will be sustainably managed.

9.2 GSP and Coordination Agreement Submission

The Parties shall submit their respective GSPs to DWR through the Plan Manager in accordance with SGMA and SGMA Regulations. The Parties intend that this Agreement suffice to fulfill 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 Basin.

9.3 In Event Entire Basin Not Covered by GSP

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

9.4 Duration of Coordination Agreement

This Coordination Agreement shall be reopened for amendment at the at the submission of the next round of GSP's covering the Kern Subbasin (no later than 5 years from January 31, 2020). Unless amended at that time, the Coordination Agreement shall be automatically renewed every 5 years. The parties may agree to unanimously amend this Coordination Agreement at any time.

SECTION 10 – Modification and Termination of the Agreement

10.1 Modification

This Agreement shall be reviewed as part of each five year assessment 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.

10.2 Withdrawal, Termination, Adding Parties

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

10.2.2 A new GSA or group of GSA's may be added as a Party to this Agreement if such entity or entities is submitting a GSP within the Basin.

10.2.3 This Agreement may be rescinded 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

11.1 Procedures for Resolving Conflicts

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty (30) days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within thirty (30) days from the providing of written notice specified above, the dispute will be elevated to the BCC 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 BCC may issue a recommendation concerning resolution of the dispute. If the Parties cannot agree upon a resolution of the dispute following the input of the BCC, 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 Department of Water Resources dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

11.2 Litigation

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

Henry Miller Water District

Date

Print Name, Position

Kern Groundwater Authority

Date

Print Name, Position

Buena Vista Water Storage District

Date

Print Name, Position

Kern River Groundwater Sustainability Agency

Date

Print Name, Position

Olcese Water District Groundwater Sustainability Agency

Date

Print Name, Position

APPENDIX 1

Buena Vista Water Storage District

Henry Miller Water District

Kern Groundwater Authority Groundwater Sustainability Agency

Kern River Groundwater Sustainability Agency

Olcese Water District Groundwater Sustainability Agency

GROUNDWATER SUSATINABILITY AGENCIES NOT SUBMITTING A GROUNDWATER SUSTAINABILITY PLAN

Greenfield County Water District

PrintName, Position,

MacFarland County Water District

PrintName, Position,

Cawelo Water District

PrintName, Position,