



Board Members:  
Rodney Palla, Chair  
Gene Lundquist  
Bruce Freeman

## **KERN RIVER GSA REGULAR MEETING**

Thursday, July 7, 2022  
10:00 a.m.

**City of Bakersfield Water Resources Department**  
1000 Buena Vista Drive, Bakersfield CA 93311  
Large Conference Room

### **AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC STATEMENTS**
- 4. APPROVAL OF MINUTES** of the June 2, 2022, Regular Meeting
- 5. NEW BUSINESS**
  - A. Election of Officers
  - B. Correspondence Received (City Clerk, Chianello)
  - C. Finance Updates (McKeegan)
    - i. Receive and File Financial Report
  - D. Management Group Updates (Beard, Chianello, Teglia)
    - i. Basin Coordination Committee Updates
      - a. Kern Subbasin Coordination Committee Letter to DWR
      - b. Implementation Grant Update
    - ii. Governor's Executive Order N-7-22 issued March 28, 2022
      - a. Kern County Well Permitting Process Update
  - E. Approval of First Amended Kern County Subbasin Coordination Agreement
- 6. PUBLIC HEARING**
  - A. Public Hearing to consider the adoption of the Amended Groundwater Sustainability Plan (GSP) for the portion of the Kern County Subbasin of the Tulare Lake Groundwater Basin underlying the Kern River GSA.
    - i. Adoption of Amended GSP

**7. COMMITTEE COMMENTS**

**8. ADJOURNMENT**

**KERN RIVER GSA  
MINUTES  
REGULAR MEETING OF June 2, 2022**

**Large Conference Room, Water Resources, 1000 Buena Vista Drive**

**ACTION TAKEN**

- 1. CALL TO ORDER REGULAR MEETING - 10:00 a.m.**

- 2. ROLL CALL**

Present: Chairman Palla,  
Board Members Freeman and Lundquist

- 3. PUBLIC STATEMENTS**

None.

- 4. APPROVAL OF MINUTES** – of the May 5, 2022, Regular Meeting.

***Motion by Board Member Lundquist, seconded by Board Member Freeman, for approval of minutes.***

**APPROVED**

- 5. NEW BUSINESS**

- A. Correspondence Received (Chianello)

None.

- B. Finance Updates

- i. Receive and File Financial Report

Randy McKeegan, Finance Director,  
provided staff comments.

***Motion by Board Member Freeman, seconded by Board Member Lundquist, to receive and file the financial report.***

**APPROVED**

5. **NEW BUSINESS** continued

**ACTION TAKEN**

C. Management Group Updates (Beard, Chianello, Teglia)

- i. DWR GSP Review – Determination Letter
  - a. Update on Kern Subbasin Coordination Activities

Art Chianello, Water Resources Manager, provided staff comments.

Steve Teglia, Kern Delta Water District Manager, provided additional staff comments. Staff's recommendation is to not adjust or lower the minimum thresholds of the discussed monitoring wells near the North Kern boundary.

***Motion by Board Member Lundquist, seconded by Board Member Freeman, to proceed with recommendation.***

**APPROVED**

- b. Kern River GSA July 7, 2022, Revised GSP Approval

Steve Teglia, Kern Delta Water District Manager, provided staff comments.

- ii. Basin Coordination Committee Updates
  - a. South of Kern River GSA Update
  - b. SMGA Implementation Grant Round 1

Steve Teglia, Kern Delta Water District Manager, provided staff comments.

- iii. Governor's Executive Order N-7-22 issued March 28, 2022
  - a. Kern County Well Permitting Process

Steve Teglia, Kern Delta Water District Manager, provided staff comments.

**5. NEW BUSINESS** continued

**ACTION TAKEN**

- D. Approval of Amendment No. 1 to Agreement No. KRGSA 19-007 with Horizon Water and Environment, LLC for DWR Proposition 68 Grant Administration Support to increase compensation by \$6,800, in an amount not to exceed \$56,800.

**KRGSA 19-007(1)**

Art Chianello, Water Resources Manager, made staff comments.

Steve Teglia, Kern Delta Water District Manager, made additional staff comments.

***Motion by Board Member Lundquist, seconded by Board Member Freeman, to approve the amendment.***

**APPROVED**

**8. COMMITTEE COMMENTS**

None.

**9. ADJOURNMENT**

**Chairman Palla adjourned the meeting at 10:45 a.m.**

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Chair of the Kern River  
Groundwater Sustainability Agency

ATTEST:

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SECRETARY of the Kern River  
Groundwater Sustainability Agency

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## South of the Kern River (SOKR) Sustainable Groundwater Management Act (SGMA) Stakeholder Workshop

**Topic:** SOKR Groundwater Sustainability Plan (GSP) Update - Kern County Subbasin  
**When:** Tuesday, June 7<sup>th</sup>, 2022 @ 10:00 am  
**Where:** Arvin-Edison Water Storage District Headquarters – Pump Shop  
 20401 East Bear Mountain Boulevard, Arvin, California 93203  
 Or Virtually: <https://us06web.zoom.us/j/83559831177?pwd=UFhOOVVEVXVvVEJDeXE3VnZjTG9KZz09>  
 or Call in: +1 669 900 6833  
 Meeting ID: 835 5983 1177 Password: 715425

You are invited by the Arvin Groundwater Sustainability Agency (GSA), Wheeler Ridge-Maricopa GSA, Tejon-Castac Water District GSA (collectively, the “SOKR GSAs”), and Arvin Community Services District to attend a public workshop on Tuesday, June 7<sup>th</sup>, 2022, from 10:00 am to 12:00 pm to discuss the development of an amended Groundwater Sustainability Plan (the “SOKR GSP”) for the area covered by the SOKR GSAs in the Kern County Subbasin (Basin).

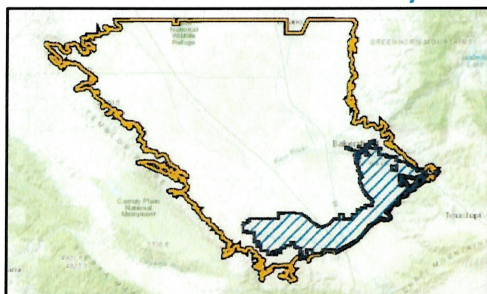
The SOKR GSAs will provide an overview of the current SGMA process in the Basin, including the California Department of Water Resources (DWR) review of the 2020 Kern Subbasin Plan. This workshop will also include a presentation on the current status of the SOKR GSP development in response to the DWR comments. We will also look ahead toward next steps for SOKR GSP development and submittal. More information can be found at each of the SOKR GSAs’ websites.

If you are planning to attend this workshop, please RSVP to Sherry Jauch at (661) 854-5573 or [arvined@aewsd.org](mailto:arvined@aewsd.org) by Thursday, June 2<sup>nd</sup>. Thank you and we look forward to seeing you at the workshop.

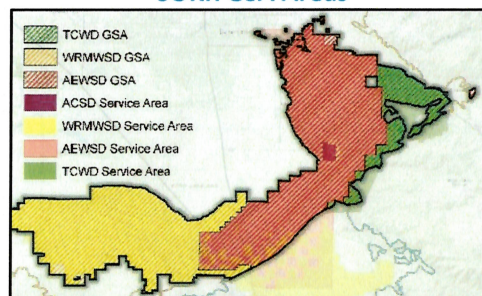
### Key SGMA elements:

- Basins must be managed by GSAs
  - ☒ The SOKR GSAs were formed in March 2021
- GSAs must develop GSPs; amended GSPs for the Kern County Subbasin are due July 27<sup>th</sup>, 2022
  - ☐ The SOKR GSAs are working to combine and revise chapters of the Management Area Plans they developed in 2020 as part of the Kern Groundwater Authority (KGA) GSP into a separate and comprehensive SOKR GSP that addresses DWR’s comments and is coordinated with other Basin GSPs.
- Basins must achieve clearly-defined sustainability criteria within 20 years of GSP adoption
  - ☐ Performance assessment: The SOKR GSP will demonstrate a plan for achieving sustainability and will be updated and reviewed every five years.

**SOKR GSP Area Within the Kern County Subbasin**



**SOKR GSA Areas**



**Preliminary – Subject to Revision**





## Sur del Rio Kern (SOKR)

### Acta para el Manejo Sostenible del Agua Subterránea (SGMA) Taller Para Los Interesados/Arrendadores/Propietarios

**Tema:** SOKR Groundwater Sustainability Plan (GSP) Informe Actual - Kern County Subbasin  
**Cuando:** martes, 7 de junio, 2022 @ 10:00 am  
**Donde:** Arvin-Edison Water Storage District Headquarters – Pump Shop  
 20401 East Bear Mountain Boulevard, Arvin, California 93203  
 O Virtual: <https://us06web.zoom.us/j/83559831177?pwd=UFhOOVVEVXVvVEJDcXlVZiTG9KZz09>  
 or Llamada: +1 669 900 6833  
 Meeting ID: 835 5983 1177 Password: 715425

Esta usted cordialmente invitado por Arvin Agencia para el Sostenimiento del Agua Subterránea (GSA), Wheeler Ridge-Maricopa GSA, Tejon-Castac Water District GSA (colectivamente, miembros de "SOKR GSAs"), y Arvin Community Services District, a participar en un taller público el martes, 7 de junio, 2022, de 10:00 am a 12:00 pm para hablar sobre la modificación al Plan de Sostenimiento del Agua Subterránea (el "SOKR GSP") para el área cubierta por SOKR GSAs en La Subcuenca del Condado de Kern (Cuenca).

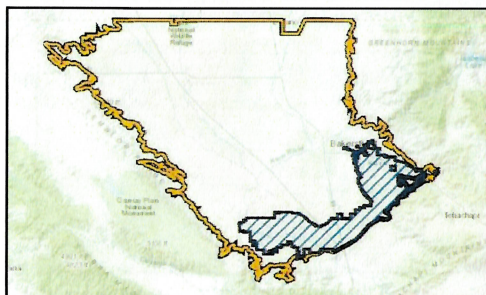
Las SOKR GSAs proveerán un panorama general del proceso actual de SGMA en la Cuenca, incluirá los resultados de la revisión del Plan 2020 de la Subcuenca de Kern por parte del Departamento de Recursos de Agua en California (DWR). Además, el taller incluirá una presentación sobre el estado actual del desarrollo del SOKR GSP en respuesta a los comentarios del DWR. También hablaremos sobre los pasos a seguir para el desarrollo y entrega del SOKR GSP. Puede encontrar información adicional en el sitio web de cada uno de los integrantes del SOKR GSAs'.

Si planeas asistir a este taller, por favor confirma con Sherry Jauch al (661) 854-5573 o [arvin@aeewsd.org](mailto:arvin@aeewsd.org) para el jueves, 2 de junio. Gracias y esperamos verte en el taller.

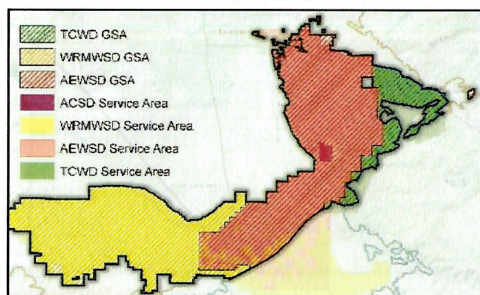
#### Elementos Clave de SGMA:

- La Cuenca tiene que ser manejada por GSAs
  - ☒ Las SOKR GSAs fueron formadas en Marzo del 2021
- Las GSAs deben desarrollar GSPs; los GSPs revisados de la Subcuenca del Condado de Kern se entregarán el 27 de Julio, 2022
  - ☐ Las SOKR GSAs están trabajando para combinar y revisar los párrafos de los Planes de Manejo de Área que desarrollaron en 2020 como parte del GSP de La Autoridad del Agua Subterránea de Kern (KGA) y pasarlo a un SOKR GSP separado y completo que conteste los comentario del DWR y que a la vez este coordinado con los otros GSPs de la Cuenca.
- Las Cuencas deben lograr definir claramente la habilidad de lograr sostenibilidad dentro de 20 después de la adopción del GSP.
  - ☐ Evaluación del Desempeño: El SOKR GSP demostrará un plan para lograr sostenibilidad y este será actualizado y revisado cada 5 años.

#### Área de SOKR GSP dentro del Condado de Kern



#### SOKR GSAs





**Kern River GSA**  
**Report of Receipts and Disbursements**  
**for the 2021-22 Fiscal Year**  
**Report information as of June 30, 2022**

**Beginning Balance of KRGSA Trust as of July 1, 2021** **\$ 367,671.25**

**Receipts**

Date Received	Received from:		Amount Received
8/10/2021	Kern Groundwater Authority	Contr. Reimb.	3,813.27
11/23/2021	Department of Water Resources	Grant Reimb - Inv #10	80,858.19
2/23/2022	Department of Water Resources	Grant Reimb - Inv #11	37,854.57
5/17/2022	Greenfield CWD	Share of Impl. Cost	1,319.96
6/2/2022		Share of Impl. Cost	1,053.81
6/3/2022		Share of Impl. Cost	1,962.56
6/6/2022		Share of Impl. Cost	47.36
6/7/2022	Department of Water Resources	Grant Reimb - Inv #13	150,000.00
6/24/2022	Department of Water Resources	Grant Reimb - Inv #12	15,595.49
Total Receipts in this Fiscal Year			<u><b>\$ 292,505.21</b></u>

**Outstanding Receipts/Invoices** None

**Disbursements**

Date Paid	Payee	COB Check Number	Amount Paid	Authorized for payment by KRGSA on:
7/1/2021	Horizon Water & Environmental	725706	1,394.40	10/2/2021
7/1/2021	Todd Groundwater	725786	8,465.20	10/2/2021
8/5/2021	Todd Groundwater	727138	5,456.25	10/2/2021
9/2/2021	Todd Groundwater	728261	2,516.25	11/4/2021
10/7/2021	Todd Groundwater	729620	2,388.75	11/4/2021
10/7/2021	Horizon Water & Environmental	729542	1,467.50	11/4/2021
11/24/2021	Todd Groundwater	731597	1,687.50	1/6/2022
12/2/2021	Kern Groundwater Authority	731751	80,858.19	1/6/2022
12/9/2021	Todd Groundwater	732095	1,241.25	1/6/2022
1/6/2022	Horizon Water & Environmental	733099	1,812.20	2/3/2022
2/3/2022	Todd Groundwater	734219	667.50	3/3/2021
2/3/2022	Todd Groundwater	734219	476.25	3/3/2021
2/18/2022	Kern Groundwater Authority	734849	13,004.31	3/3/2021
3/10/2022	Kern Groundwater Authority	735719	37,854.57	4/7/2022
3/24/2022	Todd Groundwater	736530	5,119.80	4/7/2022
3/31/2022	Todd Groundwater	736898	23,637.75	4/7/2022
4/7/2022	Horizon Water & Environmental	737078	1,337.50	5/5/2022
5/5/2022	Horizon Water & Environmental	738347	230.00	5/5/2022
6/9/2022	Kern Groundwater Authority	739909	15,595.49	7/7/2022*
6/9/2022	Todd Groundwater	739961	30,158.25	7/7/2022*
6/23/2022	Kern Groundwater Authority	740541	9,272.73	7/7/2022*
Total Disbursements in Fiscal Year			<u><b>\$ 244,641.64</b></u>	

**Balance in KRGSA Trust as of report date** **\$ 415,534.82**  
(city trust account: Fund 618)  
\$ (0.00)

\* - date disbursement reported to KRGSA Board

**Kern River GSA**  
Contract Monitoring Worksheet

Report information as of June 30, 2022

**Agreement # 16-001 - Horizon Water & Environment LLC**

	<u>Amount</u>	<u>Date</u>	<u>Notes</u>	<u>Scope 1</u>	<u>Scope 2</u>	<u>Scope 3</u>
Original Contract	\$ 194,000.00	August 4, 2016		<b>\$ 199,733.32</b>	<b>\$ 82,000.00</b>	<b>\$ 89,263.00</b>
Amendment #1	\$ 82,000.00	Feb. 1, 2018	Grant Application			
Amendment #2	\$ 89,263.00	May 3, 2018	Grant Administration			
Amendment #4	\$ 5,733.32	March 5, 2020	GSP Plan			
	<b><u>\$ 370,996.32</u></b>					

				Scope 1 - GSA/GSP (208-05)		Scope 2 - Grant Application		Scope 3 - Grant Admin.(208-09)	
				Acct. 16.036		Acct. 17.022		Acct. 18.020	
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Authorized for payment by KRGSA on:</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>
Beginning Balance					\$ 199,733.32		\$ 82,000.00		\$ 89,263.00
12/2/2016	651494	1887	12/1/2016	\$ 1,508.84	198,224.48	\$ -	82,000.00	\$ -	89,263.00
2/10/2017	654461	1994	2/2/2017	7,434.19	190,790.29		82,000.00		89,263.00
6/9/2017	659813	2125	6/1/2017	3,933.73	186,856.56		82,000.00		89,263.00
7/21/2017	661850	2258	7/13/2017	7,556.23	179,300.33		82,000.00		89,263.00
9/15/2017	664192	2310	9/7/2017	6,243.69	173,056.64		82,000.00		89,263.00
9/15/2017	664192	2332	9/7/2017	18,489.96	154,566.68		82,000.00		89,263.00
10/13/2017	665404	2418	10/5/2017	11,770.43	142,796.25		82,000.00		89,263.00
12/15/2017	668122	2459	12/7/2017	-	142,796.25	18,974.18	63,025.82		89,263.00
12/15/2017	668122	2467	12/7/2017	4,246.16	138,550.09		63,025.82		89,263.00
12/15/2017	668122	2501	12/7/2017	-	138,550.09	44,825.60	18,200.22		89,263.00
2/9/2018	670500	2546	2/1/2018	3,481.05	135,069.04		18,200.22		89,263.00
2/9/2018	670500	2557	2/1/2018	-	135,069.04	17,881.04	319.18		89,263.00
2/9/2018	670500	2586	2/1/2018	2,058.42	133,010.62		319.18		89,263.00
4/13/2018	673428	2710	4/5/2018	1,637.45	131,373.17		319.18		89,263.00
4/13/2018	673428	2761	4/5/2018	2,574.96	128,798.21		319.18		89,263.00
5/11/2018	674720	2818	5/3/2018	2,115.03	126,683.18		319.18		89,263.00
6/15/2018	676259	2878	6/7/2018	5,035.13	121,648.05		319.18		89,263.00
6/15/2018	676259	2911	6/7/2018		121,648.05		319.18	3,909.00	85,354.00
8/10/2018	678844	2959	8/2/2018	4,705.64	116,942.41		319.18		85,354.00
8/10/2018	678844	2958	8/2/2018		116,942.41		319.18	5,219.56	80,134.44
9/14/2018	680452	3029	9/6/2018	5,532.98	111,409.43		319.18		80,134.44
9/14/2018	680452	3032	9/6/2018		111,409.43		319.18	2,530.56	77,603.88
10/12/2018	681851	3100	10/4/2018	4,027.79	107,381.64		319.18		77,603.88
11/16/2018	683333	3155	11/8/2018	9,072.02	98,309.62		319.18		77,603.88
12/14/2018	684455	3230	11/8/2018	3,359.13	94,950.49		319.18		77,603.88
1/18/2019	685915	3281	1/10/2019	-	94,950.49		319.18	5,965.12	71,638.76
1/18/2019	685915	3291	1/10/2019	3,234.36	91,716.13		319.18		71,638.76

Date Paid	COB Check Number	Invoice Number	Authorized for payment by KRGSA on:	Scope 1 - GSA/GSP (208-05)		Scope 2 - Grant Application		Scope 3 - Grant Admin.(208-09)	
				Acct. 16.036		Acct. 17.022		Acct. 18.020	
				Amount Paid	Remaining Contract Balance	Amount Paid	Remaining Contract Balance	Amount Paid	Remaining Contract Balance
1/18/2019	685915	3337	1/10/2019	6,120.85	85,595.28		319.18		71,638.76
3/15/2019	688388	3418	3/12/2019	-	85,595.28		319.18	3,002.35	68,636.41
4/12/2019	689632	3480	4/4/2019	3,479.31	82,115.97		319.18	-	68,636.41
4/12/2019	689632	3520	4/4/2019	-	82,115.97		319.18	2,698.63	65,937.78
5/10/2019	690810	3516	5/2/2019	8,265.03	73,850.94		319.18		65,937.78
6/14/2019	692547	3691	6/6/2019	1,285.40	72,565.54		319.18		65,937.78
7/19/2019	694131	3736	7/11/2019		72,565.54		319.18	22,267.48	43,670.30
7/19/2019	694131	3749	7/11/2019	4,990.64	67,574.90		319.18		43,670.30
7/19/2019	694131	3676	7/11/2019		67,574.90		319.18	3,401.84	40,268.46
7/19/2019	694131	3676	7/11/2019		67,574.90		319.18		40,268.46
8/29/2019	695740	3891	8/21/2019	3,941.28	63,633.62		319.18		40,268.46
8/29/2019	695740	3894	8/21/2019		63,633.62		319.18	11,823.23	28,445.23
10/17/2019	697899	3970	10/3/2019		63,633.62		319.18	2,769.93	25,675.30
10/17/2019	697899	3956	10/3/2019	10,514.03	53,119.59		319.18		25,675.30
12/19/2019	700645	4010	12/5/2019	11,793.21	41,326.38		319.18		25,675.30
12/19/2019	700645	4052	12/5/2019		41,326.38		319.18	1,039.99	24,635.31
1/16/2020	701627	4104	1/9/2020	12,958.51	28,367.87		319.18		24,635.31
1/16/2020	701627	4101	1/9/2020		28,367.87		319.18		24,635.31
1/16/2020	701627	4100	1/9/2020		28,367.87		319.18	13,969.52	10,665.79
2/13/2020	702944	4169	2/6/2020	19,351.32	9,016.55		319.18		10,665.79
3/5/2020	703920	4254	6/4/2020*		9,016.55		319.18	5,251.40	5,414.39
3/5/2020	703920	5255	6/4/2020*		9,016.55		319.18		5,414.39
5/1/2020	706266	4381	6/4/2020*		9,016.55		319.18		5,414.39
5/1/2020	706266	4382	6/4/2020*		9,016.55		319.18	4,451.20	963.19
5/28/2020	707302	4253	6/4/2020*	9,016.55	(0.00)		319.18		963.19
8/4/2020	711239	4502	9/3/2020*		(0.00)		319.18	962.98	0.21
8/4/2020	711239	4503	9/3/2020*		(0.00)		319.18		0.21
10/1/2020	713437	4750	11/5/2020*		(0.00)		319.18		0.21
1/14/2021	718079	4942	2/4/2021*		(0.00)		319.18		0.21
4/8/2021	721910	5124	6/3/2021*		(0.00)		319.18		0.21
7/1/2021	725706	5303	9/2/21*		(0.00)		319.18		0.21
10/7/2021	729542	5490	11/4/21*		(0.00)		319.18		0.21
1/6/2022	733099	5650	2/3/2022*		(0.00)		319.18		0.21
4/7/2022	737078	5856	5/5/2022*		(0.00)		319.18		0.21
5/5/2022	738347	5935	5/5/2022*		(0.00)		319.18		0.21

**Kern River GSA**  
Contract Monitoring Worksheet

Report information as of June 30, 2022

**Agreement # 19-007 - Horizon Water & Environment LLC**

	<u>Amount</u>	<u>Date</u>	<u>Notes</u>	
Original Contract	\$ 49,620.00	October 21, 2019		\$ 49,620.00
	<u>\$ 49,620.00</u>			

				<u>Acct. 19.043</u>	
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Authorized for payment by KRGSA on:</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>
Beginning Balance					\$ 49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00
					49,620.00

\* - date disbursement reported to KRGSA Board

**Kern River GSA**  
**Contract Monitoring Worksheet**  
**Report information as of June 30, 2022**

**Agreement # 16-00 - Todd Groundwater**

				Scope 1	Scope 2	Scope 3			
				<u>Date</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Notes</u>	
Original Contract				August 4, 2016	\$ 360,000.00	\$ -	\$ -		
Amendment #1				April 6, 2017	\$ (36.00)			Scope 1 adjustme	
Amendment #1				April 6, 2017		\$ 431,957.00	\$ -	Scope 2 amendm	
Amendment # 2				Sept. 6, 2018	\$ 36.00			Scope 1 adjustme	
Amendment # 2				Sept. 6, 2018			\$ 190,000.00	Scope 3 amendm	
Amendment # 3				April 4, 2019	\$ 173,029.00			Scope 1 amendm	
Amendment # 4				Jan. 9, 2020	\$ 32,761.00			Scope 1 amendm	
<b>\$ 1,187,747.00</b>					<b>\$ 565,790.00</b>	<b>\$ 431,957.00</b>	<b>\$ 190,000.00</b>		
				Scope 1	Scope 2	Scope 3			
Date	COB Check	Invoice	Authorized	Acct. (62306)	GSA/GSP	Acct. (62307)	Sub-basin Modeling	Acct. (62306)	Contract
Paid	Number	Number	for payment	Amount	Contract	Amount	Contract	Amount	Balance
			by KRGSA on:	Paid	Balance	Paid	Balance	Paid	
Beginning Balance					<b>\$ 565,790.00</b>		<b>\$ 431,957.00</b>		<b>\$ 190,000.00</b>
11/10/2016	650665	62306- 9-16	11/3/2016	\$ 2,256.25	563,533.75		431,957.00		190,000.00
12/2/2016	651513	62306-10-16	12/1/2016	15,436.42	548,097.33		431,957.00		190,000.00
2/10/2017	654488	62306-11-16	2/2/2017	754.30	547,343.03		431,957.00		190,000.00
4/14/2017	657389	62306-02-17	4/6/2017	6,360.40	540,982.63		431,957.00		190,000.00
6/9/2017	659826	62306-03-17	6/1/2017	10,255.60	530,727.03		431,957.00		190,000.00
6/9/2017	659826	62306-04-17	6/1/2017	9,080.05	521,646.98		431,957.00		190,000.00
7/21/2017	661879	62306-05-17	7/13/2017	15,855.15	505,791.83		431,957.00		190,000.00
7/21/2017	661879	62307-05-17	7/13/2017		505,791.83	13,244.20	418,712.80		190,000.00
9/15/2017	664209	62306-06-17	9/7/2017	11,480.76	494,311.07		418,712.80		190,000.00
9/15/2017	664209	62307-06-17	9/7/2017		494,311.07	19,361.80	399,351.00		190,000.00
9/15/2017	664209	62306-07-17	9/7/2017	6,052.13	488,258.94		399,351.00		190,000.00
9/15/2017	664209	62307-07-17	9/7/2017		488,258.94	5,012.80	394,338.20		190,000.00
10/13/2017	665471	62306-08-17	10/5/2017	1,927.30	486,331.64		394,338.20		190,000.00
10/13/2017	665471	62307-08-17	10/5/2017		486,331.64	6,626.95	387,711.25		190,000.00
12/15/2017	668157	62306-09-17	12/7/2017	12,770.02	473,561.62		387,711.25		190,000.00
12/15/2017	668157	62307-09-17	12/7/2017		473,561.62	9,702.25	378,009.00		190,000.00
12/15/2017	668157	62306-10-17	12/7/2017	19,612.75	453,948.87		378,009.00		190,000.00
12/15/2017	668157	62307-10-17	12/7/2017		453,948.87	3,391.00	374,618.00		190,000.00
2/9/2018	670509	62306-11-17	2/1/2018	8,967.85	444,981.02		374,618.00		190,000.00
2/9/2018	670509	62307-11-17	2/1/2018		444,981.02	3,322.15	371,295.85		190,000.00
2/9/2018	670509	62306-12-17	2/1/2018	10,009.75	434,971.27		371,295.85		190,000.00
2/9/2018	670509	62307-12-17	2/1/2018		434,971.27	2,495.95	368,799.90		190,000.00
3/9/2018	671936	62307-04-17	3/1/2018		434,971.27	5,678.35	363,121.55		190,000.00
3/9/2018	671936	62306-01-18	3/1/2018	32,415.05	402,556.22		363,121.55		190,000.00
3/9/2018	671936	62307-01-18	3/1/2018		402,556.22	12,300.70	350,820.85		190,000.00
4/13/2018	673441	62306-02-18	4/5/2018	29,575.55	372,980.67		350,820.85		190,000.00
4/13/2018	673441	62307-02-18	4/5/2018		372,980.67	16,977.06	333,843.79		190,000.00
5/11/2018	674747	62307-03-18	5/3/2018		372,980.67	15,554.50	318,289.29		190,000.00
6/15/2018	676276	62306-03-18	6/7/2018	42,854.09	330,126.58		318,289.29		190,000.00
6/15/2018	676276	62306-04-18	6/7/2018	9,899.04	320,227.54		318,289.29		190,000.00
6/15/2018	676276	62307-04-18	6/7/2018		320,227.54	30,834.85	287,454.44		190,000.00



Date Paid	COB Check Number	Invoice Number	Authorized for payment by KRGSA on:	Scope 1		Scope 2		Scope 3	
				Acct. (62306) Amount Paid	GSA/GSP Contract Balance	Acct. (62307) Amount Paid	Sub-basin Modeling Contract Balance	Acct. (62306) Amount Paid	Contract Balance
8/10/2018	678868	62306-05-18	8/2/2018	29,028.50	291,199.04		287,454.44		190,000.00
8/10/2018	678868	62307-05-18	8/2/2018		291,199.04	34,263.00	253,191.44		190,000.00
8/10/2018	678868	62306-06-18	8/2/2018	18,102.83	273,096.21		253,191.44		190,000.00
8/10/2018	678868	62307-06-18	8/2/2018		273,096.21	28,326.97	224,864.47		190,000.00
9/14/2018	680462	62306-07-18	9/6/2018	21,552.22	251,543.99		224,864.47		190,000.00
9/14/2018	680462	62307-07-18	9/6/2018		251,543.99	44,568.85	180,295.62		190,000.00
10/12/2018	681868	62306-08-18	10/4/2018	24,348.77	227,195.22		180,295.62		190,000.00
10/12/2018	681868	62307-08-18	10/4/2018		227,195.22	33,997.62	146,298.00		190,000.00
11/16/2018	683354	62306-09-18	11/8/2018	21,405.22 pp	205,790.00		146,298.00	3,220.85 pp	186,779.15
11/16/2018	683354	62307-09-18	11/8/2018		205,790.00	32,255.42	114,042.58		186,779.15
12/14/2018	684474	62306-10-18	12/6/2018		205,790.00		114,042.58	16,628.05	170,151.10
12/14/2018	684474	62307-10-18	12/6/2018		205,790.00	51,501.56	62,541.02		170,151.10
1/18/2019	685939	62306-11-18	1/10/2019		205,790.00		62,541.02	17,142.40	153,008.70
1/18/2019	685939	62307-11-18	1/10/2019		205,790.00	34,877.97	27,663.05		153,008.70
2/15/2019	687153	62306-12-18	2/7/2019		205,790.00		27,663.05	12,040.60	140,968.10
2/15/2019	687153	62307-12-18	2/7/2019		205,790.00	19,928.70	7,734.35		140,968.10
3/15/2019	688415	62306-12-18	3/12/2019		205,790.00		7,734.35	21,215.36	119,752.74
3/15/2019	688415	62307-12-18	3/12/2019		205,790.00	3,711.33	4,023.02		119,752.74
4/12/2019	689644	62306-2-19	4/4/2019		205,790.00		4,023.02	16,756.85	102,995.89
5/10/2019	690828	62306-3-19	5/2/2019		205,790.00		4,023.02	36,917.21	66,078.68
5/10/2019	690828	62307-3-19	5/2/2019		205,790.00	3,601.30	421.72		66,078.68
6/14/2019	692563	62306-4-19	6/6/2019		205,790.00		421.72	37,683.32	28,395.36
7/19/2019	694142	62306-5-19	7/11/2019		205,790.00		421.72	20,525.11	7,870.25
7/19/2019	694142	62307-5-19	7/11/2019		205,790.00	1,673.50	(1,251.78)		7,870.25
8/8/2019	694906	62306-6-19	8/1/2019	9,238.60	196,551.40		(1,251.78)	7,870.25	0.00
8/29/2019	695840	62306-7-19	8/21/2019	24,791.60	171,759.80		(1,251.78)		0.00
10/17/2019	698026	62306-8-19	10/3/2019	33,786.67	137,973.13		(1,251.78)		0.00
12/19/2019	700761	62306-9-19	12/5/2019	7,286.73	130,686.40		(1,251.78)		0.00
12/19/2019	700761	62306-10-19	12/5/2019	27,229.60	103,456.80		(1,251.78)		0.00
1/16/2020	701771	62306-11-19	1/9/2020	18,150.65	85,306.15		(1,251.78)		0.00
2/13/2020	703068	62306-12-19	2/6/2020	13,177.11	72,129.04		(1,251.78)		0.00
					72,129.04		(1,251.78)		0.00

\* - date disbursement reported to KRGSA Board

**Kern River GSA**  
**Contract Monitoring Worksheet**  
**Report information as of June 30, 2022**

**Agreement # 19-003- Todd Groundwater**

				Scope 4					Scope 5					Scope 6	Notes				
				<u>Date</u>	<u>Amount</u>					<u>Amount</u>					<u>Amount</u>	<u>Notes</u>			
				Orig Contract (KGA)	Feb. 7, 2019	\$	241,385.00										C2VSim Model		
				Orig Contract (KRGSA)	Feb. 7, 2019	\$	94,383.00										C2VSim Model		
				Original Contract	Jan. 9, 2020							\$	40,000.00					GSP Implementation	
				Original Contract	Sept 3, 2020														
				\$ 375,768.00			\$ 335,768.00					\$ 40,000.00			\$ 150,000.00	Tech Support GSP			
															\$ 150,000.00				
								Scope 4					Scope 5					Scope 6	
				Authorized	Acct. (62308)					Acct. (62311)					Acct. (62311)				
				for payment	Amount					Amount					Amount				
				by KRGSA on:	Paid					Paid					Paid				
Date	COB Check	Invoice						Contract					Contract			Contract			
Paid	Number	Number						Balance					Balance			Balance			
Beginning Balance								\$ 335,768.00					\$ 40,000.00			\$ 150,000.00			
3/15/2019	688415	62307-12-18	3/12/2019					335,768.00					40,000.00			150,000.00			
3/15/2019	688415	62308-1-19	3/12/2019		14,991.51			320,776.49					40,000.00			150,000.00			
3/15/2019	688415	62308-1-119	3/12/2019		11,124.68			309,651.81					40,000.00			150,000.00			
4/12/2019	689644	62308-2-19	4/4/2019		11,795.76			297,856.05					40,000.00			150,000.00			
4/12/2019	689644	62308-1-219	4/4/2019		5,461.77			292,394.28					40,000.00			150,000.00			
5/10/2019	690828	62308-3-19	5/2/2019		22,167.03			270,227.25					40,000.00			150,000.00			
5/10/2019	690828	62308-1-319	5/2/2019		8,667.58			261,559.67					40,000.00			150,000.00			
6/14/2019	692563	62308-4-19	6/6/2019		14,532.85			247,026.82					40,000.00			150,000.00			
6/14/2019	692563	62308-1-419	6/6/2019		15,274.15			231,752.67					40,000.00			150,000.00			
7/19/2019	694142	62308-5-19	7/11/2019		15,901.92			215,850.75					40,000.00			150,000.00			
7/19/2019	694142	62308-1-519	7/11/2019		9,909.55			205,941.20					40,000.00			150,000.00			
8/8/2019	694906	62308-6-19	8/1/2019		27,912.17			178,029.03					40,000.00			150,000.00			
8/8/2019	694906	62308-1-619	8/1/2019		11,133.25			166,895.78					40,000.00			150,000.00			
8/29/2019	695840	62308-7-19	8/21/2019		29,290.45			137,605.33					40,000.00			150,000.00			
8/29/2019	695840	62308-1-719	8/21/2019		10,177.15			127,428.18					40,000.00			150,000.00			
10/17/2019	698026	62308-1-819	10/3/2019		4,851.33			122,576.85					40,000.00			150,000.00			
10/17/2019	698026	62308-8-19	10/3/2019		27,145.75			95,431.10					40,000.00			150,000.00			
12/19/2019	700761	62308-9-19	12/5/2019		17,906.05			77,525.05					40,000.00			150,000.00			
12/19/2019	700761	62308-1-919	12/5/2019		4,167.40			73,357.65					40,000.00			150,000.00			
12/19/2019	700761	62308-10-19	12/5/2019		10,230.55			63,127.10					40,000.00			150,000.00			
12/19/2019	700761	62308-1-109	12/5/2019		4,773.03			58,354.07					40,000.00			150,000.00			
1/16/2020	701771	62308-11-19	1/9/2020		24,729.71			33,624.36					40,000.00			150,000.00			
1/16/2020	701771	62308-1-119	1/9/2020		3,379.65			30,244.71					40,000.00			150,000.00			
2/13/2020	703068	62308-12-19	2/6/2020		7,095.10			23,149.61					40,000.00			150,000.00			
2/13/2020	703068	62308-1-129	2/6/2020		1,454.20			21,695.41					40,000.00			150,000.00			
3/5/2020	704031	62308-120	6/4/2020*		9,681.10			12,014.31					40,000.00			150,000.00			
3/5/2020	704031	62308-1-120	6/4/2020*		3,070.90			8,943.41					40,000.00			150,000.00			
3/5/2020	704031	62311-120	6/4/2020*					8,943.41		5,660.40			34,339.60			150,000.00			
4/3/2020	705308	62311-220	6/4/2020*					8,943.41		12,836.10			21,503.50			150,000.00			
4/24/2020	706083	62311-420	6/4/2020*					8,943.41		7,378.60			14,124.90			150,000.00			
5/22/2020	707102	62308-1-420	6/4/2020*		280.50			8,662.91					14,124.90			150,000.00			
5/22/2020	707102	62308-520	6/4/2020*		3,866.50			4,796.41					14,124.90			150,000.00			
6/11/2020	708941	62311-520	9/3/2020*		3,510.75			1,285.66					14,124.90			150,000.00			
8/28/2020	712123	62311-720	9/3/2020*					1,285.66		7,746.30			6,378.60			150,000.00			
8/28/2020	712123	62311-820	9/3/2020*					1,285.66		2,855.40			3,523.20			150,000.00			

Date Paid	COB Check Number	Invoice Number	Authorized for payment by KRGSA on:	Scope 4		Scope 5		Scope 6	
				Acct. (62308) Amount Paid	Contract Balance	Acct. (62311) Amount Paid	Contract Balance	Acct. (62311) Amount Paid	Contract Balance
11/19/2020	715886	62311-1020	1/7/2021*		1,285.66	3,523.20	-	5,477.70	144,522.30
12/3/2020	716412	62311-1120	1/7/2021*		1,285.66		-	9,525.25	134,997.05
1/7/2021	717913	62311-1220	2/4/2021*		1,285.66		-	2,898.75	132,098.30
1/28/2021	719094	62311-121	4/1/2021*		1,285.66		-	7,062.90	125,035.40
3/11/2021	720844	62311-221	4/1/2021*		1,285.66		-	10,176.45	114,858.95
4/15/2021	722247	62311-321	6/3/2021*		1,285.66		-	5,578.80	109,280.15
4/29/2021	722875	62311-421	6/3/2021*		1,285.66		-	9,049.35	100,230.80
5/27/2021	724419	62311-521	6/3/2021*		1,285.66		-	3,986.25	96,244.55
7/1/2021	725786	62311-621	9/2/2021*		1,285.66		-	8,465.20	87,779.35
8/5/2021	727138	62311-721	9/2/2021*		1,285.66		-	5,456.25	82,323.10
9/2/2021	728261	62311-821	11/4/21*		1,285.66		-	2,516.25	79,806.85
10/7/2021	729620	62311-921	11/4/21*		1,285.66		-	2,388.75	77,418.10
11/24/2021	731597	62311-1021	1/6/2022*		1,285.66		-	1,687.50	75,730.60
12/9/2021	732095	62311-1121	1/6/2022*		1,285.66		-	1,241.25	74,489.35
2/3/2022	734219	62311-1221	3/3/2022*		1,285.66		-	476.25	74,013.10
2/3/2022	734219	62311-0122	3/3/2022*		1,285.66		-	667.50	73,345.60
3/24/2022	736530	62311-0222	4/7/2022*		1,285.66		-	5,119.80	68,225.80
3/31/2022	736898	62311-0322	4/7/2022*		1,285.66		-	23,637.75	44,588.05
6/9/2022	739961	62311-522	7/7/2022*		1,285.66		-	30,158.25	14,429.80
					1,285.66		-		14,429.80

\* - date disbursement reported to KRGSA Board

**Kern River GSA**  
 Contract Monitoring Worksheet  
 Report information as of June 30, 2022

**Agreement # 22-001- Todd Groundwater**

			<u>Date</u>	<u>Amount</u>	<u>Notes</u>
Orig Contract			April 7, 2022	\$ 100,100.00	GSP Monitoring & Reporting
				<u>\$ 100,100.00</u>	
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Authorized for payment by KRGSA on:</u>	<u>Amount Paid</u>	<u>Contract Balance</u>
Beginning Balance					\$ 100,100.00
					100,100.00
					100,100.00
					100,100.00
					100,100.00

\* - date disbursement reported to KRGSA Board

**Kern River GSA**  
**Contract Monitoring Worksheet**  
**Report information as of June 30, 2022**

**Kern Groundwater Authority - authorized letter from KRGSA - Sept. 1, 2016**

	<u>Amount</u>	<u>Date</u>	<u>Notes</u>		
Original Contract	\$ 55,685.00	Sept. 1, 2016	letter agreement		
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>	<u>Authorized for payment by KRGSA on:</u>
Beginning Balance				\$ 55,685.00	
6/9/2017	659815	2017-05	\$ 31,146.00	24,539.00	6/1/2017
12/15/2017	668129	2017-35	\$ 12,272.00	12,267.00	12/7/2017
5/11/2018	674733	2018-39	\$ 10,430.82	1,836.18	5/3/2018

**Kern Groundwater Authority - authorized letter from KRGSA - May 3, 2018**

	<u>Amount</u>	<u>Date</u>	<u>Notes</u>		
Original Contract	\$ 9,535.44	May 3, 2018	letter agreement		
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>	<u>Authorized for payment by KRGSA on:</u>
Beginning Balance				\$ 9,535.44	
8/10/2018	678848	2018-69	\$ 9,683.76	(148.32)	8/2/2018

**Kern Groundwater Authority - authorized letter from KRGSA - January 10, 2019 (#19-001)**

	<u>Amount</u>	<u>Date</u>	<u>Notes</u>		
Original Contract	\$ 10,278.35	Jan. 10, 2019	letter agreement		
<u>Date Paid</u>	<u>COB Check Number</u>	<u>Invoice Number</u>	<u>Amount Paid</u>	<u>Remaining Contract Balance</u>	<u>Authorized for payment by KRGSA on:</u>
Beginning Balance				\$ 10,278.35	
3/15/2019	688391	2019-03	\$ 10,278.35	-	3/12/2019



## KERN SUBBASIN COORDINATION COMMITTEE

Paul Gosselin, Deputy Director  
Department of Water Resources  
Sustainable Groundwater Management Office  
715 P Street, Box 942836  
Sacramento, CA 94236-0001

RE: Kern Subbasin Consultation Meeting Held on June 17, 2022

Dear Paul,

The groundwater sustainability agencies (GSA) in the Kern Subbasin write to thank the Department of Water Resources (DWR) for the consultation meeting on June 17, 2022, and to memorialize and confirm the guidance provided by DWR staff pertaining to deficiency #3 subsidence.

At the June 17, 2022 meeting, the Kern Subbasin presented the findings of two important subsidence studies conducted subsequent to the January 2020 submission of the groundwater sustainability plans (GSP)<sup>1</sup>, the studies will be included in the amended Coordination Agreement. Both subsidence studies indicate that groundwater extractions under the purview of Sustainable Groundwater Management Act (SGMA) are not the sole cause of historical subsidence. The studies also identified that significant additional data is required to fully understand the dynamics of subsidence, its impacts on critical infrastructure including the California Aqueduct and the Friant-Kern Canal, and whether such impacts can be influenced by groundwater management as altered by future projects and management actions.

Based on the presentation of data, the Kern Subbasin GSAs expressed concern with setting sustainable management criteria (SMC) where significant data gaps exist. The Kern Subbasin GSAs understand that DWR has addressed the issue of data gaps in the *Monitoring Networks and Identification of Data Gaps Best Management Practice* warning that “Data must be of sufficient quality to enable scientifically defensible decision.” (*Monitoring Networks and Identification of Data Gaps Best Management Practice*, page 27.) This guidance, along with the significant data gaps identified by the studies, makes the development of sustainable management criteria for subsidence challenging in the Kern Subbasin.

Despite this challenge, the Kern Subbasin GSAs committed to acquiring the necessary additional data in three years’ time (i.e., by 2025) and suggested it would be more appropriate to set sustainable management criteria for subsidence at the 2025 update of the Kern Subbasin GSPs as informed by the future basin study as funded under the DWR Spending grant (see tasks 2 & 4 of the grant application and agreement).

DWR SGMA staff understood the data provided by the Kern Subbasin and appreciated the challenge of setting sustainable management criteria in the face of data gaps. However, DWR stated substantial compliance with the requirements of the SGMA requires the development of sustainable management criteria for subsidence and DWR SGMA staff stated that the setting of


the SMC can include caveats. Therefore, the Kern Subbasin will proceed with the development of interim sustainable management criteria for subsidence including but not limited to the following caveats:

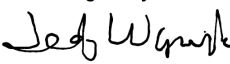
- The sustainable management criteria can be interim, only valid until 2025, and will be updated in the 2025 GSP update;
- Due to the complexity of the Kern Subbasin, setting an interim SMC for subsidence, does not require GSAs take responsibility, manage, regulate or otherwise be liable for impacts resulting from actions outside the authority of the GSA or outside the GSA's ability to manage sustainability under SGMA; and
- That the Kern Subbasin GSAs are not responsible for addressing subsidence caused by activities outside of the jurisdiction of SGMA i.e., extractions from exempt aquifers, or caused by activities other than extraction of water on behalf of the beneficial users in the Kern Subbasin under the purview of SGMA.


If we, the Kern Subbasin GSAs misunderstood your direction relative to setting an interim SMC with caveats limiting responsibility of the GSA and further noting that the SMC can be amended in the 2025 GSP update please let us know immediately. If we hear nothing from DWR SGMA staff, we will proceed in accordance with your guidance as noted above.

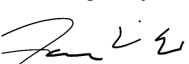
Thank you for the meeting.


Sincerely,

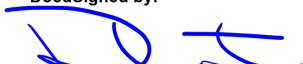
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Terry Chica  
Buena Vista GSA

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Jeof Wyrick  
Henry Miller Water District GSA

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Rodney Palla  
Kern River GSA

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Jim Nickel  
Olcese Water District GSA

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Derek Yurosek  
South of Kern River

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Dan Waterhouse  
Kern Groundwater Authority GSA

## Groundwater Sustainability Agency Verification Form

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### Owner Information

<b>Name:</b>
<b>Address:</b>
<b>City:</b>
<b>Zip:</b>
<b>Phone:</b>
<b>Email:</b>

### Well Information

<b>A.P.N:</b>
<b>Latitude:</b>
<b>Longitude:</b>
<b>Township</b>
<b>Range</b>
<b>Section</b>

Type of Well: ☐ Irrigation ☐ Industrial

**Groundwater Sustainability Agency:**

- ☐ The proposed well is not inconsistent with the Groundwater Sustainability Agency's adopted, or in progress, Groundwater Sustainability Plan; and,
- ☐ The proposed well does not interfere with the Groundwater Sustainability Agency's SGMA authorities, including the Agency's addressing of undesirable results and the likelihood of achieving the sustainability goal.

I hereby certify that the GSA has reviewed the above conditions for the subject property for compliance with Executive Order N-7-22 and have marked each box for compliance as applicable.

\_\_\_\_\_  
Groundwater Sustainability Agency Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## First Amended Kern County Subbasin Coordination Agreement

**THIS FIRST AMENDED KERN COUNTY SUBBASIN COORDINATION AGREEMENT** (the "Agreement") is made effective as of \_\_\_\_\_ by and among the Groundwater Sustainability Agencies ("GSA") within the Kern County Subbasin that are developing 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 fourteen (14) GSAs that are managing the Basin through six (6) 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;

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

**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 measurable 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  
Print Name, Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kern Groundwater Authority  
Dan Waterhouse, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buena Vista Water Storage District  
Print Name, Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kern River Groundwater Sustainability Agency  
Print Name, Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Olcese Water District Groundwater Sustainability Agency  
Print Name, Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
South of Kern River Groundwater Sustainability Agencies  
Print Name, Position

\_\_\_\_\_  
Date

## **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

South of Kern River Groundwater Sustainability Agencies



KERN RIVER GROUNDWATER SUSTAINABILITY AGENCY

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**Draft**

# **Amended Groundwater Sustainability Plan (GSP)**

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## **Kern River Groundwater Sustainability Agency KRGSA Plan Area**

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June 2022



**TODD**   
GROUNDWATER



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June 27, 2022

## TRANSMITTAL LETTER

**To:** Paul Gosselin, Deputy Director of Sustainable Groundwater Management  
California Department of Water Resources

**From:** Rodney Palla, Chairman, Board of Directors  
Kern River Groundwater Sustainability Agency (KRGSA)

**Re:** **Submittal of Amended KRGSA Groundwater Sustainability Plan (GSP)**  
In Response to the *Statement of Findings regarding the Determination of Incomplete Status of the San Joaquin Valley – Kern County Subbasin Groundwater Sustainability Plans, State of California, Department of Water Resources, January 28, 2022*

The Kern River Groundwater Sustainability Agency (KRGSA) is pleased to submit this Amended KRGSA Groundwater Sustainability Plan (GSP) to the Department of Water Resources (Department) for review. Amendments have been developed in response to the Department's Incomplete Determination of the 2020 Groundwater Sustainability Plans for the San Joaquin Valley – Kern County Subbasin letter sent to the Kern County Subbasin GSAs on January 38, 2022 (Determination Letter). In the Determination Letter, the Department determined that the five GSPs submitted in 2020 covering the Kern County Subbasin were collectively "incomplete" for not meeting all requirements of the Sustainable Groundwater Management Act (SGMA).

The Determination Letter outlined specific deficiencies and recommended Corrective Actions for the Subbasin GSPs; the deficiencies and Corrective Actions relevant to the KRGSA GSP were addressed in the attached **Amended KRGSA GSP**. This transmittal letter provides a roadmap of the Amended KRGSA GSP and directs DWR to specific portions of the document where the recommended Corrective Actions were incorporated.

The KRGSA is providing the Amended KRGSA GSP as a tracked changes (redline) version and a complete clean version with appendices. Both versions have been posted on the KRGSA website since late June.

We appreciate the Department's thorough review, analysis, and detailed corrective actions for the Kern County Subbasin GSPs as provided in the Determination Letter. We also appreciate the time devoted by Department staff for consultation meetings with the Subbasin GSAs. We believe that the Amended KRGSA GSP addresses all the deficiencies and Corrective Actions included in the Determination Letter and look forward to receiving

approvals for the GSPs, and continuing GSP implementation for sustainable groundwater management throughout the Kern County Subbasin.

## **AMENDED KRGSA GSP SUMMARY**

On January 28, 2022, the Department’s Determination Letter provided the Kern County Subbasin GSAs with a Statement of Findings regarding an “incomplete” determination for the Kern County Subbasin GSPs. Although five separate GSPs<sup>1</sup> were submitted for the Subbasin in 2020, the Department reviews the GSPs collectively as “one plan.”

Since receipt of the Determination Letter, the KRGSA has participated in a series of weekly coordination meetings with Kern County Subbasin GSAs, along with periodic meetings of the Kern County Subbasin Coordination Committee, the KRGSA Board of Directors, and other coordination groups. Collectively, these coordination meetings, supported by three consultation meetings with the Department, have produced a coordinated Subbasin-wide response to the Determination Letter as summarized in the revised appendices of the Kern County Subbasin Coordination Agreement for the Kern County Subbasin.

- ***Please see Section 1.6 in the Amended KRGSA GSP for a discussion of the Subbasin coordination process and a summary of the KRGSA GSP amendments.***
- ***The revisions to Subbasin Coordination Agreement appendices are being submitted separately by the Plan Manager.***

In addition to the amendments associated with the Determination Letter, the Amended KRGSA GSP also incorporates minor revisions<sup>2</sup> to the KRGSA and Plan Area boundaries. The Amended KRGSA GSP contains all of the required elements of a GSP to cover the entire revised Plan Area.

- ***Please see Section 1.6.3 in the Amended KRGSA GSP, including Table 1-3 and Figures 1-4 and 1-5, for details on the revised Plan Area. Additional details are provided in Appendix K, which was also included in the 2020 KRGSA GSP.***

The DWR Determination Letter identified three overall deficiencies in the collective Subbasin GSPs that required corrective actions. A summary is provided below of how the Amended KRGSA GSP addresses these deficiencies and incorporates the Corrective Actions.

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<sup>1</sup> A sixth GSP has recently been added by the South of Kern River (SOKR) GSAs, which was formerly covered as Management Area Plans in the Kern Groundwater Authority GSP.

<sup>2</sup> As indicated in **Table 1-3** and on **Figures 1-4** and **1-5**, the revised KRGSA boundaries add approximately 1,699 acres to the Plan Area – less than one percent of the total number of acres in the GSP (232,499 acres). The revised boundaries were anticipated in the 2020 KRGSA GSP but had not yet been finalized – see Appendix K for an expanded discussion of the Plan Area revisions.



## **DEFICIENCY 1 – THE GSPs DO NOT ESTABLISH UNDESIRABLE RESULTS THAT ARE CONSISTENT FOR THE ENTIRE SUBBASIN.**

Deficiency 1 notes the lack of Subbasin-wide coordinated definitions of undesirable results, including sufficient detail to allow Department Staff and stakeholders to clearly understand “when and how” Subbasin-wide undesirable results occur (Determination Letter, p. 12). There was also considerable confusion between Subbasin-wide (regional) undesirable results and Management Area (local) undesirable results. The Corrective Action in the Determination Letter requires the following actions<sup>3</sup>:

- a. The Coordination Agreement must explain how undesirable results are consistent with SGMA and GSP regulations, how they are caused by groundwater conditions in the Subbasin, and how GSPs have used the same data and methodologies to define Subbasin-wide undesirable results.
- b. GSAs must commit to comprehensively reporting on the status of minimum thresholds (MTs) exceedances in Management Areas for each annual report and describe potential impacts to beneficial users.
- c. GSAs must adopt consistent terminology for undesirable results and the conditions under which they occur in the Subbasin. Maps and tables of management areas are recommended to illustrate conditions that trigger a “localized undesirable result.”

KRGSA’s responses to the Corrective Actions for Deficiency 1 in the Determination Letter are as follows:

- a. The Coordination Agreement must explain how undesirable results are consistent with SGMA and GSP regulations, how they are caused by groundwater conditions in the Subbasin, and how GSPs have used the same data and methodologies to define Subbasin-wide undesirable results.

Coordinated undesirable results have been clarified in the revised Appendix 3 of the Kern County Subbasin Coordination Agreement and incorporated throughout this Amended KRGSA GSP. The Subbasin undesirable results are defined consistently at the Subbasin level. Any “localized undesirable result” associated with an individual management area is now consistently referred to in all GSPs as a “Management Area Exceedance.” An exceedance of a minimum threshold – referred to as a “MT Exceedance” – is defined as an exceedance of the MT at a single representative monitoring well. The Subbasin also coordinated on revisions to monitoring protocols to ensure that all representative monitoring wells were routinely sampled to prevent a single MT Exceedance from being missed (due to access, for example).

Revised Appendix 3 of the Coordination Agreement also provides examples of when and how a Management Area Exceedance occurs. This is defined by the number of

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<sup>3</sup> Corrective Action 1 in the Determination Letter has been summarized for brevity. Please see the Determination Letter for the complete Corrective Action 1.

representative monitoring wells in a Management Area that are allowed to exceed the MT for a certain number of monitoring events before significant and unreasonable impacts would occur. The number of wells and monitoring events are referred to as *triggers*, as explained in revised Appendix 3<sup>4</sup>. This is consistent with GSP regulations §354.26 (2) that require quantitative criteria for triggering undesirable results and recognizes that an exceedance in one well for one monitoring event does not necessarily rise to the level of a Management Area Exceedance.

- ***Please see revised Appendix 3 in the Kern County Subbasin Coordination Agreement<sup>5</sup> for coordinated terminology, definitions, and Subbasin-wide details on Management Areas and triggers for a local Management Area Exceedance.***
  - ***Please see Section 6.2.4 in the Amended KRGSA GSP, which includes Subbasin-coordinated revisions to monitoring protocols.***
  - ***Please see Section 5.3 in the Amended KRGSA GSP, which explains the approach to Subbasin undesirable results and a local Management Area Exceedance.***
  - ***Please see Table 5-2 in the Amended KRGSA GSP for a summary of MTs and triggers that define a Management Area Exceedance for each of the KRGSA GSP Management Areas.***
- b. GSAs must commit to comprehensively reporting on the status of minimum thresholds (MTs) exceedances in Management Areas for each annual report and describe potential impacts to beneficial users.

KRGSA already committed to a management action that was included in the 2020 KRGSA GSP and requires documentation and investigation for each MT exceedance in any representative monitoring well. That management action – titled *Implement Action Plan if Water Levels Fall Below Minimum Thresholds* – provides a five-step plan for addressing exceedances of the shallow-most MT in any of the representative monitoring wells. The KRGSA has been following this management action, documenting exceedances in annual reports and implementing various mitigation measures to avoid a Management Area Exceedance. Accordingly, no additional response is needed in the Amended KRGSA GSP for this deficiency item.

- ***Please see Section 7.2.1 in the Amended KRGSA GSP – which has not been modified from the 2020 KRGSA GSP – for an explanation of this management action.***

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<sup>4</sup> Triggers are defined separately for each Management Area, but the Subbasin has coordinated on consistent triggers for most Management Areas, which match those established in the 2020 KRGSA GSP.

<sup>5</sup> The Coordination Agreement with revised appendices is being submitted separately by the Plan Manager.



- c. GSAs must adopt consistent terminology for undesirable results and the conditions under which they occur in the Subbasin. Maps and tables of management areas are recommended to illustrate conditions that trigger a “localized undesirable result.”

The 2020 KRGSA GSP adopted triggers for a Management Area Exceedance (previously referred to as *local* undesirable results) in each of the three KRGSA GSP Management Areas. Triggers were selected to balance competing requirements for various beneficial uses and users of groundwater. In brief, the KRGSA intends to maintain relatively high local water levels to avoid exacerbation of subsidence, degradation of water quality, and widespread impacts to local wells. These benefits of relatively high groundwater levels are balanced against the need for relatively short-term water level declines due to increased reliance on groundwater during droughts. Specifically, local water level declines are needed to allow access to previously banked surface water, providing a critical water supply when local and imported surface water are limited. This optimization of conjunctive use is a cornerstone of the KRGSA GSP Sustainability Goal.

The triggers were more constrained in the Urban Management Area where most of the drinking water supply wells and critical infrastructure occur in the KRGSA Plan Area. Triggers were also more restrictive in the Banking Management Area adjacent to local municipal wells. Triggers were less restrictive in banking areas of the larger Agricultural Management Area, recognizing that beneficial uses were protected by the adjustments of higher MTs across portions of the Agricultural Management Area.

In summary, a Management Area Exceedance is triggered in the Urban Management Area and Banking Management Area when a representative monitoring well exceeds the MT for more than three consecutive monthly monitoring events. In the larger Agricultural Management Area, a Management Area Exceedance is triggered when 40 percent of the representative monitoring wells exceed the MT over four consecutive semi-annual monitoring events (reflecting regional rather than local water level declines).

In order to address the fragmented approach that had been adopted over the Kern County Subbasin, the Management Areas outside of the KRGSA Plan Area elected to adopt the triggers used in the KRGSA GSP Agricultural MA. In that manner, the triggers for a Management Area Exceedance are now coordinated across the Kern County Subbasin. The Urban Management Area and Banking Management Area in the KRGSA elected to maintain the more restrictive triggers from the 2020 KRGSA GSP due to factors discussed in the Amended KRGSA GSP and summarized above.

- ***Please see Section 5.10.2 in the Amended KRGSA GSP for more detailed explanation on the triggers for KRGSA GSP Management Area Exceedances.***
- ***Please see Table 5-2b in the Amended KRGSA GSP, which has been simplified to summarize the triggers of Management Area Exceedances for the three KRGSA MAs.***

## **DEFICIENCY 2 – THE PLAN DOES NOT SET MINIMUM THRESHOLDS FOR CHRONIC LOWERING OF GROUNDWATER LEVELS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF SGMA AND THE GSP REGULATIONS.**

For deficiency 2, the Department provided helpful explanations and specific Corrective Actions for each of the Management Areas within the five GSPs originally submitted for the Kern County Subbasin. Those specific Corrective Actions were organized by GSP in Table 2 (DWR, pp. 20-35). At the end of Table 2, the Department described a Corrective Action applicable to all GSPs. How the Corrective Actions for Deficiency 2 were addressed by the Amended KRGSA GSP for each of the three Management Areas are summarized separately below. These responses are followed by how the Amended KRGSA GSP responded to the Correction Action for all GSPs.

### **KRGSA Urban Management Area:**

The Determination Letter provides a good summary of the selection of MTs across the KRGSA GSP Urban Management Area. With respect to Corrective Actions, the Determination Letter states:

*Department staff do not recommend any specific corrective actions at this time related to the KRGSA Urban Management Area definition of groundwater level minimum thresholds...*

Accordingly, no response has been added to the Amended KRGSA GSP for this deficiency and no changes have been made to MTs in the 2020 KRGSA GSP for this MA.

### **KRGSA Banking Management Area:**

The Determination Letter provides a good summary of the selection of MTs across the KRGSA GSP Banking Management Area. With respect to Corrective Actions, the Determination Letter states:

*Department staff do not recommend any specific corrective actions at this time related to the KRGSA Banking Management Area definition of groundwater level minimum thresholds...*

Accordingly, no response has been added to the Amended KRGSA GSP for this deficiency and no changes have been made to MTs in the 2020 KRGSA GSP for this MA.

### **KRGSA Agricultural Management Area:**

The Determination Letter demonstrated a good understanding of how the KRGSA GSP MTs were set in the Agricultural Management Area and how the shallow-most MT would be the compliance water level for all representative monitoring wells. The Determination Letter

also noted that the GSP acknowledges the presence of some small water systems and domestic wells that could be impacted by the MTs and notes the reference to a management action that addresses this issue. However, Department staff were unable to identify the management action referenced. With respect to Corrective Actions, the Determination Letter states:

The Kern River GSP must provide clarification regarding the management action mentioned in the sustainable management criteria section of the GSP related to identification of well users, including domestic users and small water systems in the agricultural subareas of the Agricultural Management Area.

In response to this Corrective Action, the Amended KRGSA GSP contains an improved, stand-alone management action that is developed to avoid widespread impacts to domestic and small water system wells and has been expanded to include the entire Plan Area. This management action takes important steps to better identify, track, and manage potential impacts to active drinking water wells. The management action is targeted for Phase One of GSP implementation and initial steps are already underway.

- ***Please see Section 7.2.9 in the Amended KRGSA GSP describing the management action to avoid widespread impacts to domestic and small water system wells in the KRGSA Plan Area.***
- ***Please see Table 8-1, which has been amended to include the management action in Phase One of GSP implementation.***

Because the management action is based on details of small water systems and domestic wells, the Amended KRGSA GSP also provides an update on the number and depths of domestic wells that have been drilled in the KRGSA Plan Area over time. This information has been updated from the DWR Well Completion Report database and provides a more comprehensive dataset of potentially active domestic wells than had been previously available from Kern County electronic datasets. The data provide context for the management action and also support an updated well impacts analysis.

- ***Please see Section 2.4.6.2 in the Amended KRGSA GSP regarding updated data on the approximate number and locations of domestic wells in the KRGSA Plan Area.***

The database was used to develop an updated well impacts analysis that identifies the areas susceptible to potential small water system and domestic well failures. The analysis also noted the age of potentially-impacted wells and the need for an improved understanding of active domestic well locations and status throughout the KRGSA Plan Area. This analysis was used to develop the details of the management action described above.

- ***Please see Section 5.4.4.4 in the Amended KRGSA GSP for an expanded analysis regarding potential impacts to Small Water Systems and Domestic Well Impacts.***

### **Corrective Action for All of the GSPs:**

In addition to the specific information provided for the KRGSA Management Areas above and additional corrective actions applicable to other Subbasin Management Areas, the Determination Letter Table 2 contained a Corrective Action applicable to all of the GSPs as follows:

All of the GSPs must demonstrate the relationship between the minimum thresholds for each sustainability indicator, including an explanation of how the GSA has determined that basin conditions at each minimum threshold will avoid undesirable results for each of the sustainability indicators.

To address this Corrective Action, the Amended KRGSA GSP provides a summary of the MTs for each sustainability indicator, how they relate to one another, and how the MTs are being managed such that undesirable results can be avoided. In that summary, the Amended KRGSA GSP first reviews the considerations and rationale for setting MTs for each of the sustainability indicators and then examines the relationships among the MTs to select the shallow-most MT at each representative monitoring well for compliance with all sustainability indicators together. In that manner, all of the sustainability indicators are considered collectively in the sustainable groundwater management program.

These considerations result in higher MTs (at or close to historic low water levels) in areas of domestic wells in Disadvantaged Communities (DACs) and areas subject to historical inelastic land subsidence. The Amended KRGSA GSP also includes higher MTs for areas of municipal wellfields, water quality concerns, and most of the critical infrastructure in the Plan Area. MTs in adjacent Management Areas outside of the KRGSA Plan Area were also considered when setting the MTs in those areas of the KRGSA.

- *Please see Section 5.10 in the Amended KRGSA GSP for this explanation.*
- *Please see Table 5-2a in the Amended KRGSA GSP, which summarizes the MTs for various sustainability indicators and lists the controlling (shallow-most) indicator that is used to develop MTs across each of the three KRGSA Management Areas.*

### **DEFICIENCY 3 – THE PLAN’S LAND SUBSIDENCE SUSTAINABLE MANAGEMENT CRITERIA DO NOT SATISFY THE REQUIREMENTS OF SGMA AND THE GSP REGULATIONS.**

The Department noted that the Subbasin lacks a coordinated approach to subsidence, and some GSPs did not develop sustainable management criteria for this indicator across all management areas. Accordingly, the Determination Letter contained a detailed Correction Action for this deficiency. In brief, the Corrective Action requires GSAs to coordinate and collectively develop sustainable management criteria for land subsidence, including the conditions for undesirable results based on the rate and extent of subsidence and supported by predicted impacts to critical infrastructure. The revised Plan should explain the effects of

implementing projects and management actions on subsidence MTs. And, if land subsidence is not applicable to parts of the Subbasin, the GSPs must provide supported justification.

In response, the Subbasin GSAs have met regularly on this deficiency including separate consultation meetings with the DWR California Aqueduct Subsidence Program (CASP) staff and Department SGMA staff. The Subbasin has coordinated on consistent terminology, developed definitions for *Regional Critical Infrastructure* (including the California Aqueduct and Friant-Kern Canal) and *Local Critical Infrastructure*, developed interim sustainable management criteria for the Regional Critical Infrastructure, reviewed 2020 investigations on Subbasin subsidence, commissioned additional expert assistance on this issue from Lawrence Berkeley Laboratory, and re-initiated a regional Subbasin-wide monitoring program. These materials are provided in revised appendices of the Kern County Subbasin Coordination Agreement.

- ***Please see revised Appendix 3 in the Kern County Subbasin Coordination Agreement<sup>6</sup> for coordinated terminology, definitions, and Subbasin-wide details on interim sustainable management criteria and the proposed Subbasin-wide monitoring program.***
- ***Please see the revised first paragraph in Section 3.3.5.3 for revised text to coordinate with the Subbasin-wide definitions of Local and Regional Critical Infrastructure.***
- ***Please see revised Sections 5.8.1, 5.8.2, and 5.8.3 in the Amended KRGSA GSP for Subbasin-coordinated terminology, definitions, and selection of regional critical infrastructure.***
- ***Please see revised Section 6.2.6.4 in the Amended KRGSA GSP for Subbasin-coordinated information on land subsidence monitoring in the Subbasin.***

Even though the Determination Letter did not identify deficiencies or Corrective Actions in the KRGSA GSP for land subsidence, the KRGSA takes this opportunity to bolster the current discussion on land subsidence in the 2020 KRGSA GSP, which already appears to meet GSP regulations. The discussion has been amended slightly with recent data and studies relevant to the KRGSA Plan Area. None of this information changed the approach or values of the sustainable management criteria for land subsidence in the Amended KRGSA GSP.

- ***Please see the revised last two paragraphs in Section 3.3.5.2 for more recent subsidence rates and information for the KRGSA Plan Area.***
- ***Please see Section 5.8.4 for further clarification and justification on land subsidence sustainable management criteria.***

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<sup>6</sup> The Coordination Agreement with revised appendices is being submitted separately by the Plan Manager.

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