



Board Members:  
Rodney Palla, Chair  
Bob Smith, Vice-Chair  
Gene Lundquist

## **KERN RIVER GSA SPECIAL BOARD MEETING**

Thursday, May 9, 2024  
2:00 p.m.

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

### **AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC STATEMENTS**
- 4. NEW BUSINESS**
  - A. Approval of Memorandum of Understanding Between Kern Water Collaborative and Groundwater Sustainability Agencies in the Kern Subbasin
  - B. Discussion and possible action to (a) approve final draft amendments to Groundwater Sustainability Plan and supporting appendix of projects and management actions for the Groundwater Sustainability Agency, (b) authorize their submission by the Kern County Subbasin Point of Contact to the State Water Resources Control Board before May 29 for review by SWRCB staff, and (c) authorize their release for public review and comment
- 5. COMMITTEE COMMENTS**
- 6. ADJOURNMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **AGREEMENT TERMS**

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

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

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

DRAFT