
Third Amended Kern County Subbasin Coordination Agreement

This Third Amended Kern County Subbasin Coordination Agreement (“Agreement” or “Coordination Agreement”) is made effective as of August 28, 2025 by and among the Groundwater Sustainability Agencies (each a “GSA” and collectively “GSAs”) within the Kern County Subbasin (each a “Party” and collectively the “Parties”) developing multiple Groundwater Sustainability Plans (“GSPs”). The Parties are identified in Attachment 1 and make this Agreement with reference to the following facts:

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

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

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

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

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

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

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

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

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

Section 1 Purpose

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

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

Section 2 General Guidelines

Responsibilities of the Parties

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

No Adjudication or Alternative Plans in the Subbasin

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

Section 3 Governance

Subbasin Coordination Committee

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

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

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

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

Plan Manager

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

Section 4 Exchange of Data and Information

Procedure for Exchange of Information

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

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

Non-Disclosure of Confidential Information

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

SECTION 5 GSP Data and Methodologies

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

Coordinated Data Management System

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

SECTION 6 Coordinated Monitoring Networks

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

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

Monitoring Networks Protocols

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

Party Changes to Subbasin Monitoring Networks

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

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

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

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

SECTION 7 Coordinated Water Budgets

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

SECTION 8 Well Mitigation Program

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

SECTION 9 Adoption and Use of the Coordination Agreement

Cooperative Implementation of GSPs

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

GSP and Coordination Agreement Submission

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

Reporting Coordination

Annual Reports

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

Annual Data Collection and Reporting

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

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

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

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

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

Exceedances

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

In Event Entire Subbasin Not Covered by GSP

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

Duration of Coordination Agreement

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

SECTION 10 Modification and Termination

Modification

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

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

Withdrawal, Termination, Adding Parties

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

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

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

SECTION 11 Dispute Resolution

Procedures for Resolving Conflicts

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

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

Litigation

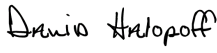
In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall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

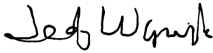
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Attachment 1

Signed by:

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 Arvin GSA
 Derek Yurosek, Board Director

Signed by:

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 Cawelo Water District GSA
 David Halopoff, Assistant General Manager

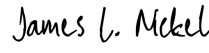
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 Henry Miller Water District GSA
 Jeof Wyrick, President

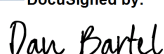
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 Kern River GSA
 Rodney Palla, Chairman

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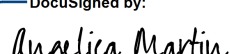
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 Kern-Tulare Water District GSA
 Skye B. Grass, General Manager

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 Olcese Water District GSA
 James L. Nickel, President

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

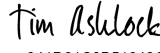
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 Shafter-Wasco Irrigation District GSA
 Kris Lawrence, General Manager

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 Tejon Castac Water District GSA
 Angelica Martin, Water Resources Director

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 Westside District Water Authority GSA
 Mark Gilkey, General Manager

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 Buena Vista Storage District GSA
 Tim Ashlock, Engineer-Manager

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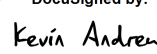
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 Greenfield County Water District GSA
 Terry Redwine, Board President

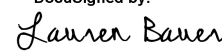
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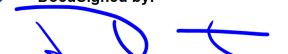
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 Kern Non-Districted Land Authority GSA
 Barry Watts, Chairman

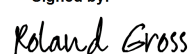
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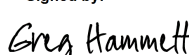
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 Kern Water Bank GSA
 Joseph Butkiewicz, General Manager

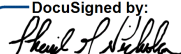
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 North Kern Water Storage District GSA
 Kevin S. Andrew, President

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 Pioneer GSA
 Lauren Bauer, Water Resources Manager

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 Semitropic Water Storage District GSA
 Dan Waterhouse, President

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

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

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 Wheeler Ridge Maricopa GSA
 Sheridan Nicholas, Engineer-Manager