

# Appendix F

---

Memorandum of Understanding Between Kern Water Collaborative and Groundwater Sustainability Agencies in the Kern Subbasin

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

**RECITALS**

WHEREAS, the Kern Water Collaborative (KWC) is a nonprofit public benefit corporation created to maintain and improve the quality of life within the Kern County Subbasin, which includes the subbasins of Westside South, Poso and Kern 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 20 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;

---

<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 20 GSAs include the following agencies: Eastside Water Management Area (Kern Non-Districted Lands Authority GSA); City of Bakersfield and Kern County Water Agency (Kern River GSA).

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

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

WHEREAS, the 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 20 GSAs desire to coordinate efforts related to monitoring groundwater quality and for providing replacement water;

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

### **AGREEMENT TERMS**

1. KWC and the 20 GSAs agree to work collaboratively to avoid duplication of efforts in their respective administration of their programs, including but not limited to: 1) compilation and assessment of groundwater data; 2) groundwater monitoring; 3) testing domestic wells for drinking water constituents of concern; 4) mitigating dry wells; and, 5) providing replacement drinking water.
2. The KWC and the 20 GSAs agree that it is in their mutual interest that all residents in the Kern County Subbasin have access to an adequate supply of safe and affordable drinking water.

3. KWC agrees, consistent with its Early Action Plan once approved by the Central Valley Regional Water Quality Control Board (Central Valley Water Board), to conduct outreach to residents within the Kern County Subbasin to offer free domestic well testing for nitrate and will provide replacement water to residents if the domestic well exceeds the primary contaminate level for nitrate.
4. KWC agrees that as part of its Early Action Plan outreach efforts, KWC will provide residents throughout the Kern County Subbasin with information regarding 20 GSAs well mitigation program, as long as such information is provided to the KWC for dissemination.
5. The 20 GSAs agree to identify a single point of contact for the KWC for cooperation and collaboration associated with its well mitigation program.
6. KWC agrees that if KWC, during the normal course of implementing its Early Action Plan, encounters a dry well that may be eligible for the 20 GSAs well mitigation program, KWC will notify the contact person identified by the 20 GSAs of the dry well and will provide the resident with referral information from the 20 GSAs of the resident's options for seeking mitigation under the GSAs well mitigation program.
7. The KWC and the 20 GSAs agree that it is their intent to develop a future agreement, or amendments to this agreement, whereby the 20 GSAs will contribute annually to the KWC to provide funding to the KWC to cover costs for well testing and replacement water that may be associated with implementation of the GSPs.
8. The 20 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.
9. The KWC and the 20 GSAs agree to work collaboratively in the development of their monitoring well networks to ensure that there are not duplicative monitoring efforts and to share monitoring results of wells monitored so that each program enhances the other's well monitoring program rather than duplicating such programs.