



REGULAR BOARD OF DIRECTORS MEETING

501 Taft Highway
Bakersfield, California

TUESDAY, April 5, 2022

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

12:00PM

REGULAR SESSION:

INTRODUCTION OF GUESTS AND PUBLIC

- I. PUBLIC COMMENT** (Members of the public may address the Board of Directors on any matter not on the agenda, but absent extraordinary circumstances, the Board may not act on such matters. Members of the public may address items of interest that are listed on the agenda prior to the Board's decision on such items.)
- II. MANAGER'S REPORT** (The General Manager will discuss, and the Board will consider various items and issues relating to the ongoing and future operations of the District which are of interest to the Board)
 - A. South Valley Water Resources Authority Update – Scott Hamilton.
 - B. Approve Minutes of the Regular Board Meeting of March 15, 2022.
 - C. Approve Multi-Year Transfer Agreement Between Tulare Lake Basin Water Storage District (TLBWSD) and Kern Delta Water District to facilitate the transfer of J.G. Boswell TLBWSD State Water Project allocation to Kern Delta.
 - D. Governor's March 28, 2022 Executive Order N-7-22.
 - E. WAKC Water Summit – May 19, 2022.
- III. BOARD MEMBER COMMENTS** (This item provides Board Members with an opportunity to make announcements or provide general comments.)
- IV. ADJOURN**

Requests for disability related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Madelyne Rodriguez at the District Office (661-834-4656). Please attempt to make such requests known at least 24 hours before the scheduled meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the District, 501 Taft Highway, Bakersfield, CA.

Tab II





MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

March 15, 2022

TUESDAY, March 15, 2022, 12:33PM– 3:28PM

DIRECTORS PRESENT: Palla, Kaiser, Tillema, Antongiovanni, Garone, Spitzer, Mendonca, and Fanucchi.

DIRECTORS ABSENT: Collins.

STAFF PRESENT: General Manager Teglia, Water Resources Manager Mulkay, Assistant General Manager Bellue, General Counsel Iger, Controller Duncan, Hydrographer Hyatt, and Groundwater Manager Marquez.

OTHERS PRESENT: None.

CLOSED SESSION DECLARED AT 12:33PM

President Palla called to order the Closed Session of the Kern Delta Board of Directors at 12:33PM regarding the following agenda items:

A. Conference with Legal Counsel – Existing Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(1):

1. SWRCB Kern River
2. Rosedale Rio Bravo Water Storage District, et al. v. Kern County Water Agency, et al.

B. Conference with Legal Counsel – Initiation of Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(4):

1. Two Matters

C. Conference with Legal Counsel – Potential Litigation – Closed Session Pursuant to Gov. Code § 54956.9(d)(2),(e)(1):

1. One Matter

Closed Session concluded at 1:20PM.

REGULAR SESSION DECLARED AT 1:21PM

President Palla called to order the Regular Session of the Kern Delta Board of Directors at 1:21PM.

Closed Session Report: District General Counsel Iger reported the following:

Item A: No reportable action.
Item B: No reportable action.
Item C: No reportable action.

INTRODUCTION OF GUESTS AND PUBLIC

None.

I. PUBLIC COMMENT

None.

II. CONSENT CALENDAR

M/S/C (Tillema/Mendonca) (yes-8, no-0): By unanimous vote, with Directors Collins absent, the Board approved and authorized items II A through II C of the Consent Calendar as presented.

- A. Approval of Minutes from the Regular Board Meeting of March 1, 2022.
- B. Approval of the February/March District Construction and Water Banking Project(s) Disbursements.
- C. Approval of the February/March District Disbursements.

III. BUSINESS AND FINANCE

A. Business & Finance Committee – March 10, 2022: District Controller Duncan provided a report from the March Business & Finance Committee Meeting.

A(i). Approval of February 2022 Financial Reports: Mr. Duncan presented the February 2022 District and Water Banking Project(s) Financial Statements, Treasurer's Reports, and District Delinquency Report.

M/S/C (Antongiovanni/Spitzer) (yes-8, no-0): By unanimous vote, with Directors Collins absent, the Board approved the February 2022 District and Water Banking Project(s) Financial Statements, Treasurer's Reports, and Delinquency Report as presented.

B. Approval of Resolution 2022-02 – Setting District State Water Tolls: Staff presented information regarding the basis for setting the District 2022 State Water Tolls, including various calculation options. After discussion, the Board elected to select the 90% option, rounded to the nearest whole dollar utilizing normal rounding rules.

M/S/C (Antongiovanni/Spitzer) (yes-8, no-0): By unanimous vote, with Directors Collins absent, the Board approved the 90% calculation option, rounded to the nearest whole dollar utilizing normal rounding rules.

IV. OPERATIONS AND PROJECTS

A. - A(i-v). Operations and Projects Committee – March 1, 2022: Assistant General Manager Bellue briefly reported on the March Operations and Projects Committee meeting. Mr. Bellue's update included District maintenance activities, recent encroachment permit requests, pending development projects impacting District facilities, and status updates related to both the Sunset Groundwater Recharge Facility project and the Old River Banking project.

B. Approval of Task Order with Zeiders Consulting for Final Design and Bid Package Preparation for the Old River Groundwater Banking Project, in an amount not to exceed \$47,154.50: Staff provided the above referenced task order for the final design and bid specifications for the Old River Groundwater Banking Project for approval. This scope of work will complete design and bid specifications for the project and provide services through the bid opening phase of the project.

M/S/C (Spitzer/Antongiovanni) (yes-8, no-0): By unanimous vote, with Directors Collins absent, the Board approved the Task Order with Zeiders Consulting as presented.

V. KERN RIVER REPORT

A. - A(i-ii). District Watermaster Report: Staff reviewed and discussed the water supplies of the District for the month of February and early March. Approximately 7,597 acre-feet of water was delivered in District during February. Staff also provided information related to current precipitation totals and future forecasts. The current State Water Project allocation has been reduced to 5% and the current B-120 forecast for Kern River runoff is estimated at 27%-37% of average for April through July. It was noted that the Kern River estimates will be updated weekly, and lack of precipitation will drive the river runoff forecast down.

B. - B(i-ii). Kern River Watermaster Report: The March Kern River Watermaster Report and Isabella construction update, provided by the Army Corps of Engineers, was included in the Board packet.

C. District Groundwater Manager Report: Groundwater Manager Marquez provided graphical information regarding depth to groundwater at various monitoring locations throughout the District.

VI. MANAGER'S REPORT

A. - A(iii). Mr. Teglia provided a brief overview regarding several items including potential availability of Yuba water through KCWA; and miscellaneous water application improvements.

B. External Agency Report: Mr. Teglia provided verbal comments supplementing a memorandum included in the Board package which provided information on the meetings and activities of various external agencies. These agencies include, but are not limited to, the Kern County Water Agency (including the status of the Delta Conveyance Project and Contract Extension), Kern Fan Authority, Kern River Watershed Coalition Authority, Kern Groundwater Authority, Kern River Groundwater Sustainability Agency, the South Valley Water Resources Authority, the Water Association of Kern County, and the Integrated Regional Water Management Plan.

C. Water Banking Projects Report: Mr. Teglia provided verbal comments supplementing a memorandum included in the Board package which provided information on water banking project activity on the Kern Fan. Mr. Teglia also conveyed that the District will be recovering previously banked MET and SBVMWD water and returning regulated water back to both agencies via exchange in 2022.

VII. ATTORNEY'S REPORT

A. Form 700 Reminder: District General Counsel Iger provided a brief reminder regarding the upcoming deadline for Form 700 submittals.

VIII. BOARD MEMBER COMMENTS

None.

IX. ADJOURNMENT:

There being no further business, President Palla adjourned the meeting at approximately 3:28PM.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Steven Teglia", written in a cursive style.

Steven Teglia, General Manager

Approved by Board,

A handwritten signature in black ink, appearing to read "Richard Tillema", written in a cursive style.

Richard Tillema, Board Secretary

AGREEMENT FOR TRANSFER OF STATE WATER PROJECT TABLE A WATER

THIS AGREEMENT (**Agreement**) is made and effective as of _____, 2022 (**Effective Date**) by and among TULARE LAKE BASIN WATER STORAGE DISTRICT (**Tulare**), a water storage district, and KERN DELTA WATER DISTRICT (**Kern Delta**), a water district. Tulare and Kern Delta are referred to collectively as the **Parties** or individually as a **Party**.

RECITALS

A. Tulare holds a contract with the California Department of Water Resources (**DWR**) for a water supply from the State Water Project (**SWP**). Kern Delta also holds a contract indirectly through the Kern County Water Agency (**KCWA**) for SWP water supplies.

B. J.G. Boswell Company (**Boswell**) is a landowner and farmer in both Tulare and Kern Delta and desires, from time to time, to utilize a portion of its Tulare SWP water allocation on its farmlands in Kern Delta.

C. Tulare and Kern Delta have determined that it is in their mutual best interest to accommodate SWP water transfers from Tulare to Kern Delta on behalf of Boswell during the term of this Agreement. Tulare and Kern Delta anticipate that accommodating these transfers will provide more efficient use of the limited SWP supplies to address existing agricultural water needs within the allowed place of use for such water in the San Joaquin Valley.

THEREFORE, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. Terms used in this Agreement not otherwise defined shall have the following meanings:

- (a) **“AF”** means acre feet (or acre foot) of water.
- (b) **“Year”** means a calendar year beginning January 1 and ending December 31.
- (c) **“SWP Water”** means Table A Water.
- (d) **“Table A Water”** means water made available to Tulare under its SWP contract with DWR. Tulare’s full contractual allocation of Table A Water is currently 87, 471 AF per year.
- (e) **“Transfer Water”** means Table A Water that Tulare transfers to Kern Delta in any given year.

ARTICLE II TRANSFER OF SWP TABLE A WATER

2.01 Transfer Water. Tulare agrees to transfer SWP Table A Water to Kern Delta under the following terms and conditions:

- (a) The term of this Agreement will begin, subject to Article IV below, on the Effective Date and remain effective indefinitely unless terminated by 60 day written notice from either party.
- (b) Tulare shall notify Kern Delta when Boswell has a need for Transfer Water delivered to Kern Delta.
- (c) The maximum quantity that Tulare shall make available to Kern Delta in any given Year shall be 66,000 AF.
- (d) Boswell shall reimburse Kern Delta for any and all costs associated with the conveyance of Transfer Water. Kern Delta will invoice Boswell for the above referenced charges, including any applicable conveyance charges associated with wheeling this water through Kern Delta facilities pursuant to the Kern Delta Rules and Regulations.
- (e) Tulare shall coordinate with KCWA and Kern Delta when Transfer Water is proposed to be delivered to Kern Delta to ensure the delivery schedule does not adversely impact any other deliveries to KCWA or Kern Delta. Tulare shall also, in coordination with KCWA and Kern Delta, notify DWR of the transfer of Transfer Water for that Year and its preliminary delivery schedule.

2.02. Point of Contacts. The point of contacts for Tulare and Kern Delta shall be the General Managers of each district or their respective designee.

ARTICLE III APPROVALS

3.01. Approval. The Parties shall cooperate to process and obtain all necessary approvals from KCWA and DWR (or other) and consents to implement this Agreement and effectuate this transaction.

3.02. Costs. Each Party shall bear and be responsible for its own review and processing of any required agreements, environmental documents, and other costs of this Agreement.

3.03. California Environmental Quality Act (CEQA). Tulare has prepared and circulated an Initial Study and Negative Declaration (“IS/ND”) and on March 9, 2021, adopted a Notice of Determination for the transfer of SWP Table A Water to Kern Delta and other water districts within KCWA.

ARTICLE IV INDEMNITIES

4.01. Indemnity. Each Party (**Indemnitor**) shall indemnify, defend and hold the other (**Indemnitee**) harmless against any claim or suit for personal injury or death, including claims by employees for indemnification, or damage to real or personal property (and indemnify it for any resulting damage, loss, settlement costs, judgments or expenses, including legal fees), to the extent caused by (i) a breach by the Indemnitor of any covenant, representation or warranty under this Agreement or (ii) the negligence or misconduct of the Indemnitor or its agents in performing or attempting to perform any of its obligations under this Agreement. Each Party's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.01. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the Parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, covenants, or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

5.02. Waiver. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by any of the Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

5.03. Amendment. No change in or addition to this Agreement or any part hereof shall be valid unless in writing and signed by or on behalf of the Party charged therewith.

5.04. Assignment. No Party may assign this Agreement without the written consent of the other Party, which may not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

5.05. Expenses of this Agreement. Each of the Parties shall pay its own attorneys' fees and expenses incident to the negotiation, preparation, execution, delivery, and performance of this Agreement, except as expressly set forth herein.

5.06. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto, and Section 1654 of the Civil Code has no application to interpretation of this Agreement. Headings at the beginning of sections, paragraphs and subparagraphs of this Agreement are solely for the

convenience of the Parties, are not a part of this Agreement and shall not be used in construing it. The preamble, recitals and all exhibits and schedules to this Agreement are part of this Agreement and are incorporated herein by this reference. Whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless otherwise required by the context (or otherwise provided herein): the words “herein,” “hereof” and “hereunder” and similar words shall refer to this Agreement generally and not merely to the provision in which such term is used; the words “including,” “include” or “includes” shall be interpreted in a non-exclusive manner as though the words “but [is] not limited to” or “but without limiting the generality of the foregoing” immediately followed the same; and the word “month” shall mean calendar month. If the day on which performance of any act or the occurrence of any event hereunder is due is not a business day, the time when such performance or occurrence shall be due shall be the first business day occurring after the day on which performance or occurrence would otherwise be due hereunder. All times provided in this Agreement for the performance of any act will be strictly construed, time being of the essence of this Agreement.

5.07. Notices. All notices or other communications of any kind to be given hereunder, except as authorized by Section 2.01 above, shall be in writing and sent (i) via a method capable of being traced (mailed postage prepaid via the U.S. Postal Service certified or registered mail, return receipt requested, or delivered by a nationally-recognized overnight delivery service (e.g., Federal Express, UPS)), (ii) by facsimile (electronically confirmed) or (iii) by electronic mail with confirmation of receipt. Notices shall be deemed received upon the first attempted delivery by the U.S. Postal Service, or a nationally recognized overnight delivery service, or upon confirmed transmission of the facsimile or confirmed receipt of electronic mail before 5 p.m. (in the recipient’s time zone) on any business day, or, if transmission is after 5 p.m. (in the recipient’s time zone), on the next business day. Notice by facsimile or electronic mail shall be deemed to have occurred if it is accompanied by transmission of the notice by any of the methods described in clause (i) of the first sentence of this Section 5.07 or the receipt of the facsimile or electronic mail is acknowledged in writing (including by responsive electronic mail) by the recipient. Notices shall be sent to the following addresses or such other address as any Party shall designate in writing:

Tulare Lake Water Storage District

Jacob Westra, General Manager
1001 Chase Avenue
Corcoran, CA, 93212
Phone: 559-992-4127
Email: jwestra@tlbwsd.com

Kern Delta Water District

Steven Teglia, General Manager
501 Taft Highway
Bakersfield, CA 93307
Phone: 661-834-4656
Email: steven@kerndelta.org

5.08. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and electronic signatures shall be binding.

5.09. Governing Law. This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts of law principles, with venue for any action proper only in Tulare County.

5.10. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the Parties, at their own expense, shall execute, acknowledge, and deliver any further instruments, documents and other assurances reasonably requested by another Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by another Party to evidence or carry out the intent of or to implement this Agreement. The Parties shall cooperate with each other, as reasonably requested by either Party, in preparing and filing on such schedule as shall reasonably be specified by the requesting Party all information and documents deemed necessary or desirable by the requesting Party under any statutes or governmental rules or regulations pertaining to the transactions contemplated by this Agreement.

5.11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

TULARE LAKE BASIN WATER STORAGE DISTRICT

Jacob Westra, General Manager

KERN DELTA WATER DISTRICT

Steven Teglia, General Manager

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

2022 Kern County

WATER SUMMIT

May 19, 2022

Mechanics Bank Theatre

Bakersfield, CA 7 a.m. - 3 p.m.

REGISTRATION DEADLINE
MAY 6, 2022
NO TICKET SALES ON DAY OF EVENT

Presented by the Water Association of Kern County

A full day of discussion about California's most critical water issues

Register online at www.wakc.com

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Tickets

2022 KERN COUNTY WATER SUMMIT

TICKET REGISTRATION

WAKC Members: \$115/ person

_____ of tickets x \$115= \$ _____

Non-members: \$130/ person

_____ of tickets x \$130= \$ _____

Attendees who purchase member tickets,
but are not members, will be invoiced the balance.

Table of Eight*: \$1,000

\$ _____ is included

*logo must be emailed to be included on table

No. of Vegan Meals _____

Company Name _____

Contact Person _____

Contact Phone _____

Email _____

If purchasing more than one ticket, please
add names of additional attendees

Please mail this form to Water Association of
Kern County, P.O. Box 2165, Bakersfield, CA
93303. Or email to jenny@wakc.com

Online registration preferred

For tickets visit

www.wakc.com

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Agenda

Thursday May 19, 2022 7 a.m. - 3 p.m.

7:00 a.m.

Check-in/Breakfast/Vendor Showcase

7:30 a.m.

Opening Remarks

Scott Thayer, President, Water Association of Kern County
Supervisor David Couch

Congressman Kevin McCarthy video

8:00 a.m.

Federal Water & Infrastructure, Where do we stand?

Ernest Conant, Bureau of Reclamation

8:30 a.m.

Predicting the flow- analysis of snow pack & hydrology

Sean de Guzman, Department of Water Resources

Brett Whitin, National Weather Service

9:15 a.m.

Urban Water Restrictions & their impacts

California Water Service

Metropolitan Water District

Save our Water

10:15 a.m.

Break/Vendor Showcase

10:45 a.m.

Economic Impacts of Regulations & Water Shortages

Ellen Hanak, Public Policy Institute

Dr Lynn Hamilton, California Polytechnic, SLO

Dr Michael Shires, Pepperdine University

11:45 a.m.

**Political Challenges to Water- how the future of water is
changing & an overview of the state's priorities**

Joaquin Esquivel, California Water Board

12:30 p.m.

Lunch/Vendor Showcase

1:00 p.m.

**Future of Water in Kern County- what would a perfect
world look like?**

Paul Gosselin, Department of Water Resources

Patrick Pulupa, CV Salts

Chad Fischer, SAFER

2:30 p.m.

Opportunity Drawing/Adjournment

Speakers and topics subject to change.

