

SOUTH OF KERN RIVER DISTRICTS
SPECIAL AGREEMENT NO. 1

This Special Agreement No. 1 (the “Agreement”) is made effective as of XX, 2022 by and among the Arvin-Edison Water Storage District (“AEWSD”), Arvin Community Services District (“ACSD”), Tejon-Castac Water District (“TCWD”), and Wheeler Ridge-Maricopa Water Storage District (“WRMWSA”), each a “Party” and collectively the “Parties” or “South of Kern River Districts,” with reference to the following facts:¹

WHEREAS, on June 14, 2022, the Parties entered into a Memorandum of Agreement (“MOA”) for the purposes of establishing a framework to collectively develop and implement the South of Kern River Groundwater Sustainability Plan (“South of Kern River GSP”) to sustainably manage portions of the Kern Subbasin located within their respective Groundwater Sustainability Agency (“GSA”) boundaries pursuant to the Sustainable Groundwater Management Act (“SGMA”) and implementing regulations;

WHEREAS, the MOA establishes a South of Kern River GSP Executive Committee (“Executive Committee”), comprised of a representative from each Party, to provide a forum to discuss and organize the development and implementation of the sustainable groundwater management program established in the South of Kern River GSP (*see* MOA § II.A.1);

WHEREAS, the MOA permits the Executive Committee to arrange for the participation of staff and/or consultants at its meetings to ensure that appropriate expertise is available to fulfill the objectives of the MOA (*see* MOA § II.A.7);

WHEREAS, the MOA provides that costs incurred to retain consultants to assist with the development and implementation of the GSP as recommended by the Executive Committee shall be borne equally by the Parties that are also GSAs, and also provides that certain costs for special projects or activities may be addressed under separate agreements among the benefited Parties (*see* MOA § III.C.2 - .3);

WHEREAS, the Parties have determined that it would further the purposes of the MOA to clarify the terms by which the Executive Committee may invite a Party’s district counsel to serve as its legal advisor and assist the Executive Committee in its consideration of legal issues relevant to the Parties’ coordinated development and implementation of the South of Kern River GSP;

NOW, THEREFORE, the Parties mutually understand and agree as follows:

¹ AEWSD, TCWD, and WRMWSA are also known as “Arvin Groundwater Sustainability Agency,” “Tejon-Castac Water District Groundwater Sustainability Agency,” and “Wheeler Ridge-Maricopa Groundwater Sustainability Agency,” respectively, when exercising their authorities as GSAs under SGMA within the Kern Subbasin.

I. Purpose. This Agreement is entered into and by the Parties for the purpose of clarifying the terms by which the Executive Committee may invite a Party's district counsel to serve as its legal advisor and assist the Executive Committee in carrying out its responsibilities under the MOA. This Agreement is not intended to limit the Executive Committee's discretion under the MOA to select or change its advisors.

II. Responsibilities. The legal advisor to the Executive Committee will be responsible for performing tasks as assigned by the Executive Committee. Such assigned tasks shall be relevant to the Parties' coordinated development and implementation of the South of Kern River GSP pursuant to SGMA. The legal advisor shall not be responsible and does not have the authority to obligate any non-client Party in any manner.

III. Costs. The costs for the legal advisor to the Executive Committee shall be borne equally by the Parties that are also GSAs, consistent with Section III.C.2 of the MOA. The Party that is also the client of the legal advisor will serve as the fiscal agency for purposes of coordinating each GSA Party's payment of its allocated share of joint expenses arising under this Agreement.

IV. No separate attorney-client relationship. This Agreement shall not be interpreted or understood to independently create an attorney-client relationship between the legal advisor to the Executive Committee and any Party that is not the legal advisor's pre-existing client. Serving as legal advisor to the Executive Committee shall not limit or prevent district counsel from continuing to represent the Party that is their pre-existing client.

V. Advance waiver of objections in the event of unavoidable conflict. The Parties have determined they have common interests in achieving local, sustainable management of groundwater through coordinated development and implementation of the South of Kern River GSP pursuant to SGMA. However, differences may exist or become evident over time. Pursuant to Section IV.B of the MOA, the Parties have agreed to undertake dispute resolution procedures to try to resolve any conflicts that may arise. In the event that an unavoidable conflict arises, no Party shall object to the legal advisor's continued representation of the Party that is their pre-existing client.

VI. Miscellaneous.

A. Amendment. This Agreement may be amended only in written form signed by all the Parties.

B. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in effect, subject to any amendment pursuant to Section VI.A, *supra*.

C. Execution in Parts or Counterparts. This Agreement shall be executed in parts or counterparts, each part or counterpart by an exact duplicate of all other parts or counterparts,

and all parts or counterparts shall be considered as constituting one original and may be attached together when executed by the Parties thereto. Electronic signatures shall be binding.

D. Choice of Law. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

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

ARVIN COMMUNITY SERVICES DISTRICT

By: _____
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ARVIN-EDISON WATER STORAGE DISTRICT

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TEJON-CASTAC WATER DISTRICT

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WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

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